**UNITED STATES**
**SECURITIES AND EXCHANGE COMMISSION**
**Washington, D.C. 20549**

# FORM 8-K

**CURRENT REPORT**
Pursuant to Section 13 OR 15(d) of the Securities Exchange Act of 1934

Date of Report (Date of earliest event reported) **March 22, 2017**

# REACTIVE MEDICAL INC.

(Exact name of registrant as specified in its charter)

| **Nevada** | **333-199213** | **33-1220924** |
|---|---|---|
| (State or other jurisdiction of incorporation) | (Commission File Number) | (IRS Employer Identification No.) |

| **29 Fitzwilliam Street Upper, Dublin 2 Ireland** | |
|---|---|
| (Address of principal executive offices) | (Zip Code) |

Registrant's telephone number, including area code **+353 (1) 443 3527**

**N/A**
(Former name or former address, if changed since last report.)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- ☐ Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- ☐ Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- ☐ Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- ☐ Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

**Item 1.01 Entry into a Material Definitive Agreement**

***Consultancy Agreement***

Effective March 22, 2017, Reactive Medical, Inc. (the "**Company**") entered into a Consultancy Agreement with Dr. Saoirse O'Sullivan, PhD (the "**Consultancy Agreement**"). Pursuant to the terms of the Agreement, Dr. O'Sullivan will provide the Company with consulting services in connection with the development of technology and intellectual property for developing a leading position for plant and synthetic derived cannabinoid therapeutics for human clinical trials. Dr. O'Sullivan will provide the Company with consulting services and be compensated on a work order basis, the first work order to begin effective March 22, 2017, for which he will be compensated £1,600 per calendar month, for a commitment of one (1) day of consultancy time per week, and additional fees of £200 per on-half (1/2) day worked above and beyond the base commitment of one (1) consultancy day per week, the additional days not to exceed six(6) days per calendar month.

The foregoing description of the Consultancy Agreement contained herein does not purport to be complete and is qualified in its entirety by reference to the full text of the Consultancy Agreement filed as **Exhibit 10.1** hereto and is incorporated herein by reference.

***Employment Agreement***

On April 3, 2017, the Company entered into an employment agreement with Gregory D. Gorgas (the "**Employment Agreement**"), pursuant to which Mr. Gorgas will serve as the Company's President & Chief Executive Officer. Pursuant to the terms of the Employment Agreement, beginning on the date (the "**Funding Date**") on which the Company's attains funding, either in the form of debt or equity, either in one or more transactions, in excess of $5,000,000, Mr. Gorgas will receive an annual base salary of $250,000 (the "**Base Salary**"), payable periodic installments of no less than twice monthly and shall be reviewed by the Company's Board of Directors or its Compensation Committee (the "**Compensation Committee**"). Beginning in the fiscal year following the Funding Date, Mr. Gorgas will be eligible to receive an annual bonus, as approved by the Compensation Committee, based on achievement of the Company's performance goals; the initial target bonus has been set at 50% of Mr. Gorgas' Base Salary, but may be higher or lower as determined by the Compensation Committee and is to be paid within two and half months after the end of the applicable fiscal year.

The Employment Agreement provides that Mr. Gorgas' employment is at-will and, unless otherwise provided for, the Employment Agreement may be terminated by either Mr. Gorgas or the Company by providing the other party at least 30 days' notice. If the Employment Agreement is terminated for Cause or Without Good Reason, each as defined in the Employment Agreement, Mr. Gorgas would be eligible to receive: (i) accrued but unpaid Base Salary; (ii) accrued but unused vacation; (iii) reimbursement for any unreimbursed business expenses; and (iv) any employee benefits he may have been entitled to prior to termination of the Employment Agreement (collectively, the "**Accrued Amounts**"). If the Employment Agreement is terminated Without Cause or for Good Reason, Mr. Gorgas shall be eligible to receive the Accrued Amounts and, subject to his execution of a release of claims in favor of the Company, he will also be eligible to receive additional compensation as set forth in Section 5.3 of the Employment Agreement.

The foregoing description of the Employment Agreement contained herein does not purport to be complete and is qualified in its entirety by reference to the full text of the Employment Agreement filed as **Exhibit 10.2** hereto and is incorporated herein by reference.

***Securities Purchase Agreement***

In connection with the appointment of Mr. Gorgas as the Company's President & CEO, on April 3, 2017, the Company entered into a Securities Purchase Agreement (the "**Securities Purchase Agreement**") with Mr. Gorgas pursuant to which the Company sold to Mr. Gorgas 1,760,000 shares of the Company's common stock (the "**Shares**") for an aggregate purchase price of $1,760 (the "**Purchase Price**"), or $0.001 per share. Pursuant to the terms of the Securities Purchase Agreement, if Mr. Gorgas' employment is terminated prior to the one year anniversary of the Employment Agreement, he will be required to sell back to the Company all of the Shares in return for the Purchase Price; if Mr. Gorgas' employment is terminated after the one year anniversary of the Employment Agreement and prior to the two year anniversary, he will be required to sell back to the Company 75% of the Shares for 75% of the Purchase Price; if Mr. Gorgas' employment is terminated after the two year anniversary of the Employment Agreement and prior to the three year anniversary, he will be required to sell back to the Company 50% of the Shares for 50% of the Purchase Price; if Mr. Gorgas' employment is terminated after the three year anniversary of the Employment Agreement and prior to the four year anniversary, he will be required to sell back to the Company 25% of the Shares for 25% of the Purchase Price and after the four year anniversary of the Employment Agreement Mr. Gorgas will not be required to sell back any of the Shares.

The Company intends to use the proceeds from the sale of the Shares for general working purposes. The Shares have not been registered under the Securities Act of 1933, as amended (the "**Securities Act**") and may not be offered or sold absent registration or an applicable exemption from registration.

The foregoing description of the Securities Purchase Agreement contained herein does not purport to be complete and is qualified in its entirety by reference to the full text of the Securities Purchase Agreement filed as **Exhibit 10.3** hereto and is incorporated herein by reference.

**Item 3.02 Unregistered Sales of Equity Securities**

The information disclosed in "Item 1.01 -***Securities Purchase Agreement***" is incorporated by reference into this Item 3.02.

The sale of the Shares described in this Current Report on Form 8-K has been conducted in reliance from exemptions from the registration requirements afforded by, among others, Section 4(a)(2) of the Securities Act and Rule 506 of Regulation D promulgated thereunder as a transaction by an issuer not involving a public offering.

**Item 5.02 Departure of Directors or Certain Officers: Election of Directors; Appointment of Certain Officers; Compensatory Agreements of Certain Officers**

On April 3, 2017, Mr. Peter O'Brien resigned his positions as President, Chief Executive Officer, Chief Financial Officer, Secretary and Treasurer and was appointed Senior Vice President - European Operations. Mr. O'Brien's resignation was not a result of any disagreement between the Company and Mr. O'Brien.

On April 3, 2017 the Company's board of directors (the "**Board**") increased the size of the Board to two (2) members and appointed Gregory Gorgas as a member of the Board and as Company's the President, Chief Executive Officer, Chief Financial Officer, Secretary and Treasurer.

***Gregory Gorgas, Age 54 – President, Chief Executive Officer, Chief Financial Officer, Secretary, Treasurer and Director***

Prior to joining the Company, Mr. Gorgas was Senior Vice President, Commercial and Corporate Officer at Mast Therapeutics (NYSE: MSTX) from July 2011 to January 2017 with commercial leadership accountability and business development responsibilities for the hematology, oncology and cardiovascular development programs. In addition, he performed a key role in helping the company raise over $50M in new capital.

From November 2009 to July 2011, Mr. Gorgas was Managing Director at Theragence, Inc., a privately-held company he co-founded, that applies proprietary computational intelligence to mine and analyze clinical data.

From November 2008 to July 2011, Mr. Gorgas also served as an independent consultant, providing commercial and business development consulting services to pharmaceutical, biotechnology and medical device companies.

From 1997 to October 2008, Mr. Gorgas held several positions with Biogen Idec Inc. (NASDAQ: BIIB), most recently, from March 2006 to October 2008, as Senior Director, Global and U.S. Marketing with responsibility for the strategic vision and operational commercialization of the company's worldwide cancer business. In this role, he hired and led the team in marketing, operations, project management, and business development in Europe and the US. Before such time, he had increasing responsibilities in marketing, sales, commercial operations, and project team and alliance management.

Mr. Gorgas currently serves as director at Theragence and on the advisory board at Klotho Therapeutics. He holds an M.B.A. from the University of Phoenix and a B.A. in economics from California State University, Northridge.

The Company believes that Mr. Gorgas' professional background and experience in the biotechnology industry and assisting companies in financing efforts give him the qualifications and skills necessary to serve as the Company's President, Chief Executive Officer, Chief Financial Officer, Secretary, Treasurer and a member of the Board.

There are no family relationships between our new officers and/or directors. There have been no transactions between our company and Mr. Gorgas since the Company's last fiscal year which would be required to be reported herein.

Our Board now consists of Gregory Gorgas and Peter O'Brien.

The information disclosed in "Item 1.01 -***Employment Agreement***" and "Item 1.01 - ***Securities Purchase Agreement***" are incorporated by reference into this Item 5.02.

**Item 9.01 Financial Statement and Exhibits**

(d) Exhibits

| Exhibit No. | Description |
|---|---|
| 10.1 | Consultancy Agreement between Reactive Medical, Inc. and Dr. Saoirse O'Sullivan, PhD dated March 22, 2017. |
| 10.2 | Employment Agreement between Reactive Medical, Inc. and Gregory D. Gorgas dated April 3, 2017. |
| 10.3 | Securities Purchase Agreement between Reactive Medical, Inc. and Gregory D. Gorgas dated April 3, 2017. |

**SIGNATURES**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned hereunto duly authorized.

**REACTIVE MEDICAL INC.**

*/s/ Gregory Gorgas*
Gregory Gorgas
President & CEO

Date April 7, 2017

**EXHIBIT 10.1**

**THIS AGREEMENT** is dated 22 March 2017

**BETWEEN**

(1) **ReActive Medical Limited, LTD**, a company incorporated and registered in Nevada, USA with company number 33-1220924 whose registered office is 29 Fitzwilliam Street Upper Dublin 2, Ireland ("**ReActive**"); and

(2) Dr. Saoirse O'Sullivan, PhD an individual residing at _____, United Kingdom ("**Consultant**").

**BACKGROUND**

(A) The Consultant has considerable knowledge, experience and expertise in providing services similar to the Services (as defined below).

(B) In reliance upon such knowledge, experience and expertise, ReActive wishes to engage the Consultant to carry out the Services upon the terms and conditions of this agreement.

**NOW, THEREFORE,** in consideration of the promises, the mutual covenants, terms and conditions hereinafter set forth,**THE PARTIES AGREE AS FOLLOWS:**

**DEFINITIONS AND INTERPRETATION**

1.1 The following definitions and rules of interpretation apply in this agreement (unless the context requires otherwise):

"**Affiliate**" means any company, partnership or other entity which directly or indirectly Controls, is Controlled by or is under common Control with, any party from time to time. For the avoidance of doubt, ReActive Inc, and any portfolio companies thereof shall be deemed not to be an Affiliate of ReActive.;

"**Applicable Laws**" means applicable legislation and regulations and other regulatory requirements in force from time to time;

"**Business Day**" means a day (other than a Saturday, Sunday or public holiday) when the banks in London are open for business;

"**Commencement Date**" means 22 March 2017;

"**Confidential Information**" means any information, data and material of any nature including but not limited to information comprising or relating to concepts, discoveries, software, data, designs, formulae, ideas, inventions, methods, models, procedures, designs for experiments and tests, results of experimentation and testing, processes, specifications and techniques, whether or not protected by Intellectual Property Rights or any applications for such (whether or not recorded in a document, and whether or not marked as confidential), owned by ReActive including those embodied in the Materials and/or the Services Data;

"**Control**" means that a person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other person, whether through the ownership of voting shares, by contract or otherwise, and Controls and Controlled shall be interpreted accordingly;

"**Engagement**"means the engagement of the Consultant by ReActive on the terms of this agreement;

"**Fees**" means the fees payable to the Consultant in consideration of the performance of the Services in accordance with clause 5;

"**Intellectual Property Rights**" means all intellectual property rights, including all patent applications, patents (including any divisions, renewals, continuations or extensions or reissues) supplementary protection certificates, utility models, trade and service marks, trade names, business names, rights in domain names, rights in passing off, registered designs, registered and unregistered design rights, rights in designs, copyright and related rights, and moral rights, rights in databases, database rights, rights to inventions, knowhow, trade secrets and confidential information (including all inventions, discoveries and data relating to any such invention or discovery), any rights or property similar to any of the foregoing in any part of the world whether registered or not registered together with all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world. "**Intellectual Property Right**" means any one of the Intellectual Property Rights;

"**Materials**" means all tangible materials made available by or on behalf of ReActive to the Consultant;

"**Services**" means the services described in Schedule 1 hereto and otherwise as may be agreed between the parties from time to time;

"**Services Data**" means any data, documents, products, software, drawings, designs, models, reports, correspondence (electronic or otherwise), specifications, disks, tapes and all other tangible materials composed or generated by or on behalf of the Consultant in connection with the Services;

"**Termination Date**" means the date of termination of this agreement, howsoever arising;

1.2 The headings in this agreement are inserted for convenience only and shall not affect its construction or interpretation.

1.3 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.4 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.6 The Schedule forms part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedule.

1.7 References to a "**party**" are to a party to this agreement and "**parties**" shall be construed accordingly.

1.8 Any words following the terms "**including**", "**include**", "**in particular**" or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

**TERM OF ENGAGEMENT**

2.1 ReActive shall engage the Consultant and the Consultant shall provide the Services on the terms of this agreement.

2.2 The Engagement shall commence on the Commencement Date and shall continue until termination according to clause 11.

**PERFORMANCE OF THE SERVICES**

3.1 All Services shall be provided in accordance with a Work Order. With respect to each Work Order, ReActive shall first specify a scope of work required by ReActive, and thereafter the Parties shall agree the terms of the applicable Work Order.

3.2 The Consultant shall provide the Services to ReActive in accordance with each Work Order, and otherwise in accordance with:

3.2.1 the terms and conditions of this agreement;

3.2.2 any other instructions given by ReActive, whether given orally or in writing; and

3.2.3 all Applicable Laws.

3.3 During the Engagement the Consultant shall:

3.3.1 provide the Services with all due care, skill and ability according to applicable industry standards, and use his best endeavours to promote the interests of ReActive and its Affiliates;

3.3.2 unless prevented by ill health or accident, devote sufficient time to the carrying out of the Services in accordance with the relevant Work Order; and

3.3.3 promptly give to ReActive all such information and reports as it may reasonably require in connection with matters relating to the provision of the Services.

3.4 The Consultant will ensure that all of the Services are completed within the timeframes set out in the relevant Work Order or as otherwise agreed in writing by ReActive. Deviation from the agreed timeframes must be agreed in advance and in writing with ReActive. The Consultant shall immediately advise ReActive in writing of the occurrence of any event that may delay the performance of the Services and the parties shall agree how to manage any such delays.

3.5 The Consultant shall act in the best interests of ReActive but has no authority to incur any expenditure in the name of or for the account of ReActive and shall not represent itself as ReActive' agent and shall not use the name of ReActive in any publication without the prior written consent of ReActive.

3.6 If the Consultant is unable to provide the Services due to illness or injury, she shall advise ReActive of that fact as soon as reasonably practicable. For the avoidance of doubt, no Fees shall be payable in accordance with clause 5 in respect of any period during which the Services are not provided.

3.7 The Consultant shall use reasonable endeavours to ensure that he is available at all times on reasonable notice to provide such assistance or information as ReActive may require.

3.8 The Consultant shall comply with all reasonable standards of safety and comply with ReActive' health and safety procedures from time to time in force at the premises where the Services are provided and report to ReActive any unsafe working conditions or practices.

3.9 The Consultant shall comply with ReActive' policies on social media, use of information and communication systems, anti-harassment and bullying, no smoking, dress code, and substance misuse.

3.10 The Consultant shall comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including the Bribery Act 2010. Failure to comply with this clause 3.10 may result in the immediate termination of this agreement.

**REACTIVE'S OBLIGATIONS**

ReActive shall provide to the Consultant such Materials and Confidential Information owned by ReActive and which ReActive deems necessary to assist the Consultant in the provision of the Services.

**FEES AND EXPENSES**

5.1 In consideration of the performance of the Services specified in a Work Order to ReActive' satisfaction, ReActive shall pay the Consultant those fees specified in the Work Order, inclusive of VAT as appropriate (the " **Fees**"). No Fees shall be payable to the extent not specified in a Work Order, unless ReActive expressly agrees otherwise in writing. On the last working day of each month the Consultant shall submit to ReActive an invoice detailing the time the Consultant has worked during the month, the Services provided and the amount of Fees payable (plus VAT, if applicable) for the Services during that month, all as specified in the relevant Work Order.

5.2 ReActive shall pay each correct and undisputed invoice submitted by the Consultant in accordance with clause 5.1 within thirty (30) days of receipt. All payments to Consultant shall be made to an account notified to ReActive by the Consultant.

5.3 ReActive shall be entitled to deduct from the Fees (and any other sums) due to the Consultant any sums that the Consultant may owe to ReActive or its Affiliates at any time.

5.4 Payment in full or in part of the Fees claimed under this clause 5 shall be without prejudice to any claims or rights of ReActive or its Affiliates against the Consultant in respect of the provision of the Services.

5.5 In addition to the Fees, ReActive shall reimburse all reasonable expenses properly and necessarily incurred by the Consultant in the course of, and as specified in a Work Order, subject to the Consultant providing appropriate receipts or other appropriate evidence of payment in support of such expenses and provided that the Consultant shall obtain ReActive' prior written consent to the incurring of any expense in excess of one hundred pounds (£100) and that all expenses are as specified in the Work Order.

5.6 If the Consultant is required to travel abroad in the course of the Engagement he shall be responsible for any necessary insurances, inoculations and immigration requirements.

**OTHER ACTIVITIES**

6.1 Nothing in this agreement shall prevent the Consultant from being engaged, concerned or having any financial interest in any capacity in any other business, trade, profession or occupation during the Engagement provided that:

6.1.1 such activity does not cause a breach of any of the Consultant's obligations under this agreement and is not competitive with ReActive's business;

6.1.2 the Consultant shall give priority to the provision of the Services to ReActive over any other business activities outside of her obligations to University of Nottingham undertaken by the Consultant during the course of the Engagement.

**CONFIDENTIAL INFORMATION**

7.1 The Consultant acknowledges that in the course of the Engagement he will have access to Confidential Information. The Consultant therefore agrees to accept the restrictions in this clause 7.

7.2 The Consultant shall not, either during the Engagement or at any time after the Termination Date, disclose to any person for any reason, or use for any purpose except as is necessary for the performance of the Services in accordance with the terms of this agreement, any Confidential Information and the Consultant shall and shall use his best endeavours to prevent the publication or disclosure of any Confidential Information, subject to clause 7.3.

7.3 The restrictions and confidentiality obligations referred to in clause 7.2 do not apply to:

7.3.1 any use or disclosure authorised by ReActive or required by law; or

7.3.2 any information which, the Consultant can show by written evidence, is already in, or comes into, the public domain otherwise than through the Consultant's unauthorised disclosure.

7.4 At any stage during the Engagement, the Consultant will promptly on request:

7.4.1 return to ReActive any and all documents and materials containing, reflecting, incorporating, or based on any Confidential Information (including any reproduction, notes, summaries, print-outs and copies of information stored in electronic or computerised systems) and any other items put at the Consultant's disposal by or on behalf of ReActive under or otherwise in relation to this agreement;

7.4.2 after transferring to ReActive all Confidential Information stored in electronic or computerised systems under the control of the Consultant, immediately delete any copies of the same from such systems; and

7.4.3 certify in writing to ReActive that he has complied with the requirements of this clause 7.4.

**DATA PROTECTION**

8.1 The Consultant consents to ReActive and its Affiliates holding and processing data relating to him for legal, personnel, administrative and management purposes and in particular to the processing of any "**sensitive personal data**" (as defined in the Data Protection Act 1998) relating to the Consultant including, as appropriate:

8.1.1 information about the Consultant's physical or mental health or condition in order to monitor sickness absence;

8.1.2 the Consultant's racial or ethnic origin or religious or similar beliefs in order to monitor compliance with equal opportunities legislation; and

8.1.3 information relating to any criminal proceedings in which the Consultant has been involved, for insurance purposes and in order to comply with legal requirements and obligations to third parties.

8.2 The Consultant consents to ReActive making such information available to its Affiliates and those who provide products or services to ReActive and its Affiliates such as advisers, regulatory authorities, governmental or quasigovernmental organisations and potential purchasers of ReActive or its Affiliates or any part of its business.

8.3 The Consultant consents to the transfer of such information to ReActive' and its Affiliates' business contacts outside the European Economic Area in order to further their business interests.

8.4 The Consultant shall comply with ReActive' data protection policy and relevant obligations under the Data Protection Act 1998 and associated codes of practice when processing personal data relating to any employee, worker, customer, client, supplier or agent of ReActive.

**OWNERSHIP**

9.1 For the avoidance of doubt, Intellectual Property Rights that are owned by ReActive prior to the commencement of this agreement and used in connection with the performance of this agreement shall remain the property of ReActive.

9.2 All Services Data shall be owned by ReActive. All Intellectual Property Rights in the Services Data and all other Intellectual Property Rights composed, generated or subsisting in or attaching to anything conceived or created by the Consultant in connection with the Services performed by the Consultant whether alone or in conjunction with any other employee of ReActive shall be the sole property of ReActive.

9.3 The Consultant acknowledges that all Confidential Information and Materials received in connection with the Consultant's duties under this agreement is and shall remain the exclusive property of ReActive.

9.4 Nothing under this agreement constitutes a grant of a licence under any Intellectual Property Rights of ReActive.

**INTELLECTUAL PROPERTY RIGHTS**

10.1 The Consultant hereby assigns to ReActive all existing and future Intellectual Property Rights in the Services Data and all materials embodying such rights to the fullest extent permitted by law. Insofar as they do not vest automatically by operation of law or under this agreement, the Consultant shall hold legal title in such rights and inventions on trust for ReActive.

10.2 The Consultant undertakes:

10.2.1 to keep confidential the details of all Services Data;

10.2.2 whenever requested to do so by ReActive and in any event on the termination of the Engagement, promptly to deliver to ReActive all correspondence, data, documents, papers and records on all media (and all copies or abstracts of them), recording or relating to any part of the Services Data and the process of their creation which are in his possession, custody or power;

10.2.3 not to register nor attempt to register any of the Intellectual Property Rights in the Services Data unless requested to do so by ReActive; and

10.2.4 to do all acts necessary to confirm that absolute title in all Intellectual Property Rights in the Services Data has passed, or will pass, to ReActive.

10.3 The Consultant warrants to ReActive that:

10.3.1 he has not given and will not give permission to any third party to use any of the Services Data, nor any of the Intellectual Property Rights in the Services Data; and

10.3.2 he is unaware of any use by any third party of any of the Services Data or Intellectual Property Rights in the Services Data.

10.4 The Consultant irrevocably waives any moral rights in the Services Data to which he is now or may at any future time be entitled under Chapter IV of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction.

10.5 The Consultant acknowledges that, except as provided by law, no further fees or compensation other than that provided for in this agreement are due or may become due to the Consultant in respect of the performance of his obligations under this clause 10.

10.6 The Consultant undertakes, at the expense of ReActive, at any time either during or after the Engagement, to execute all documents, make all applications, give all assistance and do all acts and things, at the expense of ReActive and at any time either during or after the Engagement, as may, in the opinion of ReActive, be necessary or desirable to vest the Intellectual Property Rights in, and to register or obtain patents or registered domains in, the name of ReActive and to defend and hold harmless ReActive against claims that works embodying any Intellectual Property Rights or any Services Data infringe the rights of a third party, and otherwise to protect and maintain the Intellectual Property Rights in the Services Data.

**TERMINATION**

11.1 Notwithstanding the provisions of clause 2, ReActive shall be entitled to terminate this agreement with immediate effect upon written notice if:

11.1.1 the Consultant shall neglect or refuse to carry out duties reasonably requested by ReActive hereunder;

11.1.2 the Consultant is, in the reasonable opinion of ReActive, negligent or incompetent in the performance of the Services;

11.1.3 the Consultant is declared bankrupt or makes any arrangement with or for the benefit of his creditors or has a county court administration order made against him under the County Court Act 1984;

11.1.4 the Consultant is incapacitated (including by reason of ill health or accident) from providing the Services;

11.1.5 the Consultant commits any fraud or dishonesty or acts in any manner which in the opinion of ReActive brings or is likely to bring ReActive or any of its Affiliates into disrepute or is materially adverse to the interests of ReActive or any of its Affiliates;

11.1.6 the Consultant commits any offence under the Bribery Act 2010; or

11.1.7 any permit or regulatory licence is permanently revoked preventing the performance of the Services by the Consultant.

11.2 Without prejudice to any other rights or remedies available to it, ReActive may terminate this agreement at any time on giving the Consultant one (1) month's prior written notice.

11.3 Without prejudice to any other rights or remedies available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:

11.3.1 the other party commits a material breach of any term of this agreement, which breach is irremediable or, if such breach is remediable, fails to remedy that breach within a period of thirty (30) days after being notified in writing to do so; or

11.3.2 the other party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement.

**CONSEQUENCES OF TERMINATION**

12.1 On the Termination Date the Consultant shall:

12.1.1 promptly refrain from using or sharing with any third party under this agreement any Confidential Information;

12.1.2 immediately return to ReActive any and all documents and materials containing, reflecting, incorporating, or based on any Confidential Information (including any reproduction, notes, summaries, print-outs and copies of information stored in electronic or computerised systems) and any other items put at the Consultant's disposal by or on behalf of ReActive under or otherwise in relation to this agreement;

12.1.3 after transferring to ReActive all Confidential Information stored in electronic or computerised systems under the control of the Consultant, immediately delete any copies of the same from the system; and

12.1.4 certify in writing to ReActive that he has complied with the requirements of this clause 12.1.

12.2 Where required by ReActive, the Consultant shall provide all reasonable assistance to facilitate the transfer of the performance of services similar to and in succession of the Services to a third party provider.

12.3 The provisions of clauses 7, 9, 10, 13 and 20, together with any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this agreement, shall remain in full force and effect.

**STATUS**

13.1 The relationship of the Consultant to ReActive will be that of independent contractor and nothing in this agreement shall render him an employee, worker, agent or partner of ReActive and the Consultant shall not hold himself out as such.

13.2 This agreement constitutes a contract for the provision of services and not a contract of employment and accordingly the Consultant shall be fully responsible for and shall indemnify ReActive or any of its Affiliates for and in respect of:

13.2.1 any income tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the performance of the Services, where the recovery is not prohibited by law. The Consultant shall further indemnify ReActive against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by ReActive in connection with or in consequence of any such liability, deduction, contribution, assessment or claim; and

13.2.2 any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Consultant against ReActive arising out of or in connection with the provision of the Services.

13.3 ReActive may at its option satisfy such indemnity (in whole or in part) by way of deduction from any payments due to the Consultant.

**NOTICES**

14.1 Any notice or other communication given to a party under or in connection with this contract shall be in writing and shall be:

14.1.1 delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

14.1.2 sent by fax to its main fax number;

14.1.3 sent by email to peter@reactivemedical.com, in the case of ReActive, and _____ in the case of Consultant.

14.2 Any notice or communication shall be deemed to have been received:

14.2.1 if delivered by hand, on signature of a delivery receipt;

14.2.2 if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service;

14.2.3 if sent by fax, at 9.00 am on the next Business Day after transmission; or

14.2.4 contemporaneously if effectively sent by email.

14.3 This clause 14 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

14.4 A notice given under this agreement shall be valid if effectively sent by e-mail to the email address specified herein for the purpose.

**ENTIRE AGREEMENT**

15.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

15.2 Each party acknowledges that in entering into this agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.

15.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

15.4 Nothing in this clause 15 shall limit or exclude any liability for fraud.

**VARIATION**

No variation of this agreement [or of any of the documents referred to in it] shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

**COUNTERPARTS**

This agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

**THIRD PARTY RIGHTS**

18.1 A person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

18.2 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this agreement are not subject to the consent of any other person.

**GOVERNING LAW AND JURISDICTION**

19.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

19.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This agreement has been entered into on the date stated at the beginning of it.

**SCHEDULE 1**

**SERVICES**

Development of ReActive technology and intellectual property for developing a leading position for plant and synthetic derived cannabinoid therapeutics for human clinical trials.

**APPENDIX 1**

**WORK ORDER 1**

- DETAILS OF THE WORK TO BE CARRIED OUT;
  TBD

- THE LOCATION(S) WHERE THE SERVICES ARE TO BE PERFORMED;

  At Consultant Home.

- REPORTING PROCEDURE;

  The consultant will report directly to Greg Gorgas.

- ANY MILESTONES FOR COMPLETION OF PARTICULAR PROJECTS;

  No milestones are determined

- FEES;

  ReActive will pay the consultant a fee of £1,600.00 per calendar month for a commitment of 1 day of consultancy time per week.

Signed by Peter O'Brien on behalf of REACTIVE MEDICAL INC.

*/s/ Peter O'Brien*
Name: Peter O'Brian
Title: President

Date: 22 March 2017

*/s/ Saoirse O'Sullivan*
Signed by: Dr. Saoirse O'Sullivan
Name: Saoirse O'Sullivan

Date: 22 March 2017

**EXHIBIT 10.2**

**EMPLOYMENT AGREEMENT**

Employment Agreement (this "**Agreement**") is entered into by and between REACTIVE MEDICAL, INC. (the "**Company**") and GREGORY D. GORGAS ("**Employee**") as of April 3, 2017.

The Company desires to employ the Employee and the Employee desires to be employed by the Company on the terms and conditions in this Agreement.

Accordingly, in consideration of the mutual promises and covenants contained in this Agreement, Employee and the Company agree as follows:

1. **TERM OF EMPLOYMENT**.

The Employee's employment hereunder shall be effective as of the date of this Agreement (the "**Effective Date**") and shall terminate on the date that this Agreement is terminated in accordance with *Section 5*.The period during which the Employee is employed by the Company hereunder is hereinafter referred to as the "**Term of Employment.**"

2. **POSITION AND DUTIES**.

2.1 **Position**. During the Term of Employment, the Employee shall serve as the President and Chief Executive Officer of the Company, reporting to the Company's Board of Directors (the "**Board**"). In such position, the Employee shall have such duties, authority, and responsibility as shall be determined from time to time by Board, which duties, authority, and responsibility are consistent with the Employee's position. The Employee shall, if requested, also serve in other executive capacities, and as a member of the board of directors of the Company (the "**Board**") or as an officer or director of any affiliate of the Company.

2.2 **Duties**. During the Term of Employment, the Employee shall devote substantially all of his business time and attention to the performance of the Employee's duties hereunder and will not engage in any other business, profession, or occupation for compensation or otherwise which would conflict or interfere with the performance of such services either directly or indirectly without the prior written consent of the Board. The Employee shall execute his duties under this Agreement in a manner consistent with the Company's by-laws, policies, practices, procedures and rules, as the same may be adopted and amended from time to time (collectively, the "**Policies**").

2.3 **No Other Employment**. The Employee agrees that any investment in, or any appointment to or continuing service on the board of directors or similar body of, any corporation or other entity, other than wholly or majority owned subsidiaries of the Company, must be first approved in writing by the Company, except for passive investments of less than one percent (1%) in publicly traded entities.

2.4 **Place of Performance**.

The principal place of Employee's employment shall be the Company's principal executive offices, currently located in San Diego, California, though such principal place of employment of the Employee may be moved from time to time upon mutual agreement by the Employee and the Company. The Employee agrees that the Employee will be regularly present at the Company's principal executive offices, or such other location as the parties may designate, and that the Employee may be required to travel from time to time in the course of performing the Employee's duties for the Company.

3. **COMPENSATION.**

3.1 **Base Salary**. Commencing the date (the "**Funding Date**") that the Company attains funding, whether in the form of debt or equity, and either in a single transaction or tranche or multiple transactions or tranches, in excess of $5,000,000, the Company shall pay the Employee an annual rate of base salary of $250,000, for the remainder of the Term of Employment, in periodic installments in accordance with the Company's customary payroll practices and applicable wage payment laws, but no less frequently than twice monthly. The Employee's base salary shall be reviewed at least annually by the Board or, if applicable, the Board's Compensation Committee (collectively, the " **Compensation Committee**") and the Compensation Committee may, but shall not be required to, increase the base salary during the Term of Employment. The Employee's annual base salary, as in effect from time to time, is hereinafter referred to as "**Base Salary**."

3.2 **Annual Bonus**.

(a) Commencing for the fiscal year following the fiscal year in which the Funding Date occurs, the Employee shall be eligible to receive an annual bonus (the "**Annual Bonus**"). As of the Effective Date, the Employee's annual target bonus opportunity shall be equal to 50% of Base Salary (the "**Target Bonus**"), based on the achievement of Company's performance goals as established by the Compensation Committee provided that, depending on results, the Employee's actual bonus may be higher or lower than the Target Bonus, as determined by the Compensation Committee. For the period beginning on the Funding Date and ending on the last day of the fiscal year in which the Funding Date occurs, the Employee shall be eligible to receive a prorated Annual Bonus (calculated as the Annual Bonus that would have been paid for the entire fiscal year multiplied by a fraction the numerator of which is equal to the number of days between the Funding Date and the last day of the fiscal year in which the Funding Date occurs, and the denominator of which is equal to the total number of days in such fiscal year.

(b) The Annual Bonus, if any, will be paid within two and a half (2 1/2) months after the end of the applicable fiscal year.

(c) Except as otherwise provided in *Section 5*, (i) the Annual Bonus will be subject to the terms of the Company annual bonus plan under which it is granted and (ii) in order to be eligible to receive an Annual Bonus, the Employee must be employed by the Company on the last day of the applicable fiscal year for which that Annual Bonus is paid.

3.3 **Clawback Provisions**. Notwithstanding any other provisions in this Agreement to the contrary, any incentive-based compensation, or any other compensation, paid to the Employee pursuant to this Agreement or any other agreement or arrangement with the Company which is subject to recovery under any law, government regulation, or stock exchange listing requirement, will be subject to such deductions and clawback(s) as may be required to be made pursuant to such law, government regulation, or stock exchange listing requirement (or any policy adopted by the Company pursuant to any such law, government regulation or stock exchange listing requirement). Without limiting the foregoing, the Company and the Employee agree to the clawback provision included in the Stock Purchase Agreement entered into between the Company and Employee as of even date of this Agreement for the purchase and sale of 1,760,000 shares of the Company's common stock to the Employee.

3.4 **Withholding**. The Company shall be entitled to withhold from any amounts payable under this Agreement, including, but not limited to, *Sections 2, 3*, and *5*, any federal, state, local or foreign withholding or other taxes or charges which the Company is required to withhold. The Company shall be entitled to rely on an opinion of counsel if any questions as to the amount or requirement of withholding shall arise.

4. **ADDITIONAL BENEFITS**.

4.1 **Fringe Benefits and Perquisites**. During the Term of Employment, the Employee shall be entitled to fringe benefits and perquisites

consistent with similarly situated Employees of the Company.

4.2 **Employee Equity Participation and Health Benefits**.

(a) During the Term of Employment, the Employee shall be entitled to participate in all employee benefit plans, practices, and programs, including any health care plans established and maintained by the Company, as in effect from time to time (collectively, "**Employee Benefit Plans**") to the extent consistent with applicable law and the terms of the applicable Employee Benefit Plans. The Company reserves the right to amend or cancel any Employee Benefit Plans at any time in its sole discretion, subject to the terms of such Employee Benefit Plan and applicable law. Anything in the foregoing to the contrary notwithstanding, the Company shall not be required to establish any Employee Benefit Plans.

(b) Anything herein to the contrary notwithstanding following the date that the Company attains funding, whether in the form of debt or equity, and whether in a single transaction or tranche or multiple transactions or tranches, in excess of $3,000,000 (the "**Health Care Plan Funding Date**") the Company, in the discretion of the Compensation Committee may establish a health care plan or plans, as the same may from time to time be amended, which it will make available to its employees and in which the Employee may participate along with all other similarly situated employees.

4.3 **Vacation and Other Leave**. During the Term of Employment, the Employee shall accrue and be entitled to take paid vacation in accordance with the Company's standard vacation policies in effect from time to time, including the Company's policies regarding vacation accruals. The Employee shall also be entitled to all other holiday and leave pay generally available to all other employees of the Company's.

4.4 **Business Expense Reimbursement**. The Employee shall be entitled to reimbursement for all reasonable and necessary out-of-pocket business, entertainment, and travel expenses incurred by the Employee in connection with the performance of the Employee's duties hereunder in accordance with the Company's expense reimbursement policies and procedures.

4.5 **Indemnification**.

(a) In the event that the Employee is made a party or threatened to be made a party to any action, suit, or proceeding, whether civil, criminal, administrative or investigative (a "**Proceeding**"), other than any Proceeding initiated by the Employee or the Company related to any contest or dispute between the Employee and the Company or any of its affiliates with respect to this Agreement or the Employee's employment hereunder, by reason of the fact that the Employee is or was a director or officer of the Company, or any affiliate of the Company, or is or was serving at the request of the Company as a director, officer, member, employee or agent of another corporation or a partnership, joint venture, trust or other enterprise, the Employee shall be indemnified and held harmless by the Company to the maximum extent permitted under applicable law and the Company's articles and bylaws, as may be amended from time to time, from and against any liabilities, costs, claims and expenses, including all costs and expenses incurred in defense of any Proceeding (including attorneys' fees).

(b) The Company shall use reasonable efforts to maintain during the Employee's employment, Directors and Officers liability insurance, in amounts and with deductibles customary for a comparably situated Company and shall extend such coverage to include Employee during the Term of Employment and for not less than five (5) years thereafter, for any matters relating to his employment with the Company.

5. **TERMINATION OF EMPLOYMENT**.

The employment of the Employee pursuant to this Agreement is an employment at will; accordingly, the Term of Employment and the Employee's employment hereunder may be terminated by either the Company or the Employee at any time and for any reason; however, unless otherwise provided herein, the party electing to terminate this Agreement shall be required to give the other party at least 30 calendar days advance written notice of any termination of the Employee's employment in accordance with *Sections 5.7* and *5.8*. Upon termination of the Employee's employment, the Employee shall be entitled to the compensation and benefits described in this *Section 5* and shall have no further rights to any compensation or any other benefits from the Company or any of its affiliates.

5.1 **Definitions**. For purposes of this Agreement:

(a) "**Accrued Amounts**" shall mean:

(i) any accrued but unpaid Base Salary and accrued but unused vacation which shall be paid within one (1) week following the Termination Date (as defined below);

(ii) reimbursement for unreimbursed business expenses properly incurred by the Employee, which shall be subject to and paid in accordance with the Company's expense reimbursement policy; and

(iii) such employee benefits (including equity compensation), if any, to which the Employee may be entitled under the Company's employee benefit plans as of the Termination Date; provided that, in no event shall the Employee be entitled to any payments in the nature of severance or termination payments except as specifically provided herein.

(b) "**Cause**" shall mean:

(i) the Employee's willful failure to perform his duties (other than any such failure resulting from incapacity due to physical or mental illness);

(ii) the Employee's willful failure to comply with any valid and legal directive of the Board communicated to him in writing;

(iii) the Employee's willful engagement in dishonesty, illegal conduct or gross misconduct, which is, in each case, materially injurious to the Company or its affiliates;

(iv) the Employee's embezzlement, misappropriation or fraud, whether or not related to the Employee's employment with the Company;

(v) the Employee's conviction of or plea of guilty or *nolo contendere* to a crime that constitutes a felony (or state law equivalent) or a crime that constitutes a misdemeanor involving moral turpitude;

(vi) the Employee's violation of a material policy of the Company that has been provided to Employee (documents made public on the Company's website or through filings with the U.S. Securities and Exchange Commission are deemed provided to the Employee);

(vii) the Employee's willful unauthorized disclosure of Confidential Information (as defined below);

(viii) the Employee's material breach of any material obligation under this Agreement or any other written agreement between the Employee and the Company; or

(ix) any material failure by the Employee to comply with the Company's written policies or rules, as they may be in effect from time to time during the Term of Employment, if such failure causes material, reputational or financial harm to the Company.

For purposes of this provision, no act or failure to act on the part of the Employee shall be considered "willful" unless it is done, or omitted to be done, by the Employee in bad faith or without reasonable belief that the Employee's action or omission was in the best interests of the Company. Any act, or failure to act, based upon authority given pursuant to a resolution duly adopted by the Board or upon the advice of counsel for the Company shall be conclusively presumed to be done, or omitted to be done, by the Employee in good faith and in the best interests of the Company. In all cases the Company shall notify the Employee in writing of the basis for any for Cause termination by providing a detailed description of the alleged facts and circumstances giving rise to Cause. In addition, with respect to clauses (i), (ii), (vi), (viii) and (ix) Employee shall be given a period of at least 20 calendar days to cure and only if Employee fails to cure within such time period will a termination be for Cause.

(c) "**Change in Control**" means the occurrence, in a single transaction or in a series of related transactions, of any one or more of the following events:

(i) any Exchange Act Person (as defined below) becomes the beneficial owner, directly or indirectly, of securities of the Company representing more than fifty percent (50%) of the combined voting power of the Company's then outstanding securities other than by virtue of a merger, consolidation or similar transaction. Notwithstanding the foregoing, a Change in Control shall not be deemed to occur (A) on account of the acquisition of securities of the Company by an investor, any affiliate thereof or any other Exchange Act Person from the Company in a transaction or series of related transactions the primary purpose of which is to obtain financing for the Company through the issuance of equity securities or (B) solely because the level of beneficial ownership held by any Exchange Act Person (the "***Subject Person***") exceeds the designated percentage threshold of the outstanding voting securities as a result of a repurchase or other acquisition of voting securities by the Company reducing the number of shares outstanding, provided that if a Change in Control would occur (but for the operation of this sentence) as a result of the acquisition of voting securities by the Company, and after such share acquisition, the Subject Person becomes the beneficial owner of any additional voting securities that, assuming the repurchase or other acquisition had not occurred, increases the percentage of the then outstanding voting securities beneficially owned by the Subject Person over the designated percentage threshold, then a Change in Control shall be deemed to occur (for purposes of this *Section 5*, "**Exchange Act Person**" means any natural Person, entity or "group" (within the meaning of Section 13(d) or 14(d) of the Securities Exchange Act of 1934, as amended ("**Exchange Act**")), except that "**Exchange Act Person**" shall not include (A) the Company or any subsidiary of the Company, (B) any employee benefit plan of the Company or any subsidiary of the Company or any trustee or other fiduciary holding securities under an employee benefit plan of the Company or any subsidiary of the Company, (C) an underwriter temporarily holding securities pursuant to an offering of such securities, (D) an entity beneficially owned, directly or indirectly, by the stockholders of the Company in substantially the same proportions as their beneficial ownership of stock

of the Company; or (E) any natural Person, entity or "group" (within the meaning of Section 13(d) or 14(d) of the Exchange Act) that, as of the date of this Agreement, is the beneficial owner, directly or indirectly, of securities of the Company representing more than five percent (5%) of the combined voting power of the Company's then outstanding securities);

(ii) there is consummated a merger, consolidation or similar transaction involving (directly or indirectly) the Company and, immediately after the consummation of such merger, consolidation or similar transaction, the stockholders of the Company immediately prior thereto do not beneficially own, directly or indirectly, either (A) outstanding voting securities representing more than fifty percent (50%) of the combined outstanding voting power of the surviving entity in such merger, consolidation or similar transaction or (B) more than fifty percent (50%) of the combined outstanding voting power of the parent of the surviving entity in such merger, consolidation or similar transaction, in each case in substantially the same proportions relative to each other as their beneficial ownership of the outstanding voting securities of the Company immediately prior to such transaction;

(iii) the stockholders of the Company approve or the Board approves a plan of complete dissolution or liquidation of the Company, or a complete dissolution or liquidation of the Company shall otherwise occur, except for a liquidation into a parent corporation;

(iv) there is consummated a sale, lease, exclusive license or other disposition of all or substantially all of the consolidated assets of the Company and its subsidiaries, other than a sale, lease, license or other disposition of all or substantially all of the consolidated assets of the Company and its subsidiaries to an entity, more than fifty percent (50%) of the combined voting power of the voting securities of which are beneficially owned by stockholders of the Company in substantially the same proportions relative to each other as their beneficial ownership of the outstanding voting securities of the Company immediately prior to such sale, lease, license or other disposition; or

(v) individuals who, on first one year anniversary the date of this Agreement, are members of the Board (the "**Incumbent Board**") cease for any reason to constitute at least a majority of the members of the Board; (*provided, however,* that if the appointment or election (or nomination for election) of any new Board member was approved or recommended by a majority vote of the members of the Incumbent Board then still in office, such new member shall be considered as a member of the Incumbent Board).

(d) "**Disability**" shall mean the Employee's inability, due to physical or mental incapacity, to substantially perform his duties and responsibilities under this Agreement, with or without reasonable accommodation, for 90 calendar days out of any three hundred sixty-five (365) calendar day period, but only if the Employee is considered disabled within the meaning of Treasury Regulation section 1.409A-3(i)(4). Without limiting the circumstances in which the Employee may be determined to be disabled as defined in Treasury Regulation section 1.409A-3(i)(4), the Employee will be presumed to be disabled if determined to be totally disabled by the Social Security Administration or if determined to be disabled in accordance with a disability insurance program, provided the definition of disability applied under such disability insurance program complies with the requirements of Treasury Regulation section 1.409A-3(i)(4). Any question as to the existence of the Employee's Disability as to which the Employee and the Company cannot agree shall be determined in writing by a qualified independent physician mutually acceptable to the Employee and the Company. If the Employee and the Company cannot agree as to a qualified independent physician, each shall appoint such a physician and those two physicians shall select a third who shall make such determination in writing. The determination of Disability made in writing to the Company and the Employee shall be final and conclusive for all purposes of this Agreement.

(e) "**Good Reason**" for the Employee to terminate the Employee's employment hereunder shall mean the occurrence of any of the following events without the Employee's consent:

(i) a material adverse change in the nature of the Employee's then authority, duties or responsibilities;

(ii) a material adverse change in the Employee's reporting level requiring that the Employee report to a corporate officer or Employee instead of reporting directly to the Board;

(iii) the relocation of the Employee to a point more than sixty (60) miles from Employee's address in**Exhibit A** is reasonably required to satisfactorily perform Employee's Duties; or

(iv) a material reduction by the Company of the Employee's base salary as initially set forth herein or as the same may be increased from time to time, except for across-the-board salary reductions based on the Company's financial performance similarly affecting all or substantially all senior officers of the Company and does not exceed 15% of Employee's base salary.

*Provided however* that, such termination by the Employee shall only be deemed for Good Reason pursuant to the foregoing definition if: (i) the Employee gives the Company written notice of the intent to terminate for Good Reason within thirty (30) days following the first occurrence of the condition(s) that the Employee believes constitutes Good Reason, which notice shall describe such condition(s); (ii) the Company fails to remedy such condition(s) within thirty (30) days following receipt of the written notice (the "**Cure Period**"); and (iii) the Employee terminates employment within thirty (30) days following the end of the Cure Period.

5.2 **Termination for Cause or Without Good Reason**

The Employee's employment hereunder may be terminated by the Company for Cause or by the Employee without Good Reason. If the Employee's employment is terminated, by the Company for Cause or by the Employee without Good Reason, the Employee shall be entitled to receive the Accrued Amounts.

5.3 **Termination Without Cause or for Good Reason**

The Term of Employment and the Employee's employment hereunder may be terminated by the Employee for Good Reason or by the Company without Cause. In the event of such termination, the Employee shall be entitled to receive the Accrued Amounts and subject to the Employee's compliance with *Section 6*, *Section 7*, *Section 8* and *Section 9* of this Agreement and his execution of a release of claims in favor of the Company, its affiliates and their respective officers and directors in a form attached to this Agreement as **Exhibit B** (the "**Release**") and such Release becoming effective within the applicable time period set forth in the Release, (the "**Release Execution Period**"), the Employee shall be entitled to receive the following:

(a) if such termination occurs:

(i) prior to the Funding Date, a lump sum payment equal to the greater of fifty thousand dollars ($50,000.00) or twenty percent (20%) of the Employee's then Base Salary, which amount, which shall be paid in a single lump-sum on the date the Release becomes effective, which must occur within the 60th day following the Termination Date;

(ii) on or after the Funding Date, an amount equal to the Employee's then Base Salary, which amount shall be paid in a single lump-sum on the date the Release becomes effective, which must occur within the 60th day following the Termination Date.

(b) upon determination by the Company's Board of Directors or Compensation Committee, as appropriate, to be made in its sole discretion as to whether to grant a bonus, and if such bonus is granted, the amount, form and payment schedule. For the avoidance of doubt, Employee shall not be entitled to any bonus solely for reason of termination, unless the Board of Directors or the Compensation Committee, as appropriate, in its sole discretion awards a bonus to Employee.

(c) If such termination occurs on or after the Health Care Plan Funding Date and the Employee timely and properly elects health continuation coverage under the Consolidated Omnibus Budget Reconciliation Act of 1985 ("**COBRA**"), the Company shall reimburse the Employee for

the monthly COBRA premium paid by the Employee for himself and his dependents. Such reimbursement shall be paid to the Employee on the 10th day of the month immediately following the month in which the Employee timely remits the premium payment ("**COBRA Premium Reimbursements**"). The Employee shall be eligible to receive such COBRA Premium Reimbursement until the earliest of: (i) the eighteen-month anniversary of the Termination Date; (ii) the date the Employee is no longer eligible to receive COBRA continuation coverage; and (iii) the date on which the Employee becomes eligible to receive substantially similar coverage from another employer or other source. Notwithstanding the foregoing, if the Company's making payments under this *Section 5.3(c)* would violate the nondiscrimination rules applicable to non-grandfathered plans under the Affordable Care Act (the "**ACA**"), or result in the imposition of penalties under the ACA and the related regulations and guidance promulgated thereunder), the parties agree to reform this *Section 5.3(c)* in a manner as is necessary to comply with the ACA.

(d) Consistent with the terms of any equity incentive plan of the Company, as approved by the stockholders, as applicable:

(i) all outstanding time-based equity-based compensation awards granted to the Employee during the Term of Employment shall become fully vested and exercisable for the remainder of their original full term; and

(ii) all outstanding performance-based equity compensation awards granted to the Employee during the Term of Employment shall remain outstanding and shall vest or be forfeited in accordance with the terms of the applicable award agreements, if the applicable performance goals are satisfied. The determination whether such performance goals are satisfied shall be in the sole discretion of the Compensation Committee or the Board, as the case may be.

5.4 **Death or Disability**.

(a) The Employee's employment hereunder shall terminate automatically upon the Employee's death, and the Company may terminate the Employee's employment on account of the Employee's Disability.

(b) If the Employee's employment is terminated on account of the Employee's death or Disability, the Employee (or the Employee's estate and/or beneficiaries, as the case may be) shall be entitled to receive the Accrued Amounts. In addition, Employee's spouse and other dependents shall be entitled to COBRA Premium Reimbursements upon timely request to the Company for such benefits. Notwithstanding any other provision contained herein, all payments made in connection with the Employee's Disability shall be provided in a manner which is consistent with federal and state law. The Company may deduct, from all payments made hereunder, all applicable taxes and other appropriate deductions.

5.5 **Change in Control Termination**.

(a) Notwithstanding any other provision contained herein, if the Employee's employment hereunder is terminated by the Employee for Good Reason or without Cause (other than on account of the Employee's death or Disability), in each case within three (3) months prior to or twelve (12) months following a Change in Control, the Employee shall be entitled to receive the Accrued Amounts and subject to the Employee's compliance with *Section 6*, *Section 7*, *Section 8*, and *Section 9* of this Agreement and his execution of the Release which becomes effective by the end of the Release Execution Period, the Employee shall be entitled to receive:

(i) prior to the Funding Date, a lump sum payment equal to the greater of fifty thousand dollars ($50,000.00) or twenty percent (20%) of the Employee's then Base Salary, which amount, which must occur within the 60th day following the Termination Date;

(ii) on or after the Funding Date, an amount equal to the Employee's then Base Salary, which amount shall be paid in a single lump-sum on the date the Release becomes effective, which must occur within the 60th day following the Termination Date.

(b) upon determination by the Company's Board of Directors or Compensation Committee, as appropriate, to be made in its sole discretion as to whether to grant a bonus, and if such bonus is granted, the amount, form and payment schedule. For the avoidance of doubt, Employee shall not be entitled to any bonus solely for reason of termination, unless the Board of Directors or the Compensation Committee, as appropriate, in its sole discretion awards a bonus to Employee.

(c) If such termination occurs on or after the Health Care Plan Funding Date and the Employee timely and properly elects health continuation coverage under COBRA, the Company shall reimburse the Employee for the monthly COBRA premium paid by the Employee for himself and his dependents. Such reimbursement shall be paid to the Employee on the 10th day of the month immediately following the month in which the Employee timely remits the premium payment. The Employee shall be eligible to receive such reimbursement until the earliest of: (i) the eighteen-month anniversary of the Termination Date; (ii) the date the Employee is no longer eligible to receive COBRA continuation coverage; and (iii) the date on which the Employee becomes eligible to receive substantially similar coverage from another employer or other source. Notwithstanding the foregoing, if the Company's making payments under this *Section 5.5(c)* would violate the nondiscrimination rules applicable to non-grandfathered plans under the ACA, or result in the imposition of penalties under the ACA, the parties agree to reform this *Section 5.5(c)* in a manner as is necessary to comply with the ACA.

(d) Consistent with the terms of any equity incentive plan of the Company, as approved by the stockholders, as applicable:

(i) all outstanding time-based equity-based compensation awards granted to the Employee during the Term of Employment shall become fully vested and exercisable for the remainder of their full term; and

(ii) all outstanding performance-based equity compensation awards granted to the Employee during the Term of Employment shall remain outstanding and shall vest or be forfeited in accordance with the terms of the applicable award agreements, if the applicable performance goals are satisfied. The determination whether such performance goals are satisfied shall be in the sole discretion of the Compensation Committee or the Board, as the case may be.

5.6 **No Duty to Mitigate**.

(a) The Company and Employee acknowledge and agree that there is no duty of the Employee to mitigate damages under this Agreement. All amounts paid to the Employee pursuant to *Section 5* shall be paid without regard to whether the Employee has taken or takes actions to mitigate damages.

(b) As used herein, "**Release**" shall mean a written release, discharge and covenant not to sue entered into by the Employee in favor of the Company in the form as in **Exhibit B** hereto.

5.7 **Notice of Termination**. Any termination of the Employee's employment hereunder by the Company or by the Employee (other than termination pursuant to *Section 5.4* on account of the Employee's death) shall be communicated by written notice of termination (the "**Notice of Termination**") to the other party hereto in accordance with *Section 10.9*. The Notice of Termination shall specify:

(a) The termination provision of this Agreement relied upon;

(b) To the extent applicable, the facts and circumstances claimed to provide a basis for termination of the Employee's employment under the provisions so indicated; and

(c) The applicable Termination Date.

5.8 **Termination Date**. The Employee's Termination Date shall be:

(a) If the Employee's employment hereunder terminates on account of the Employee's death, the date of the Employee's death;

(b) If the Employee's employment hereunder is terminated on account of the Employee's Disability, the date that it is determined that the Employee has a Disability;

(c) If the Company terminates the Employee's employment hereunder for Cause, the date the Notice of Termination is delivered to the Employee;

(d) If the Company terminates the Employee's employment hereunder without Cause, the date specified in the Notice of Termination, which shall be no less than 30 calendar days following the date on which the Notice of Termination is delivered; provided that, the Company shall have the option to provide the Employee with a lump sum payment equal to 30 calendar days' Base Salary in lieu of such notice, which shall be paid in a lump sum on the Employee's Termination Date and for all purposes of this Agreement, the Employee's Termination Date shall be the date on which such Notice of Termination is delivered; and

(e) If the Employee terminates his employment hereunder with or without Good Reason, the date specified in the Employee's Notice of Termination, which shall be no less than 30 calendar days following the date on which the Notice of Termination is delivered.

Notwithstanding anything contained herein, the Termination Date shall not occur until the date on which the Employee incurs a Separation from Service within the meaning of Section 409A.

5.9 **Resignation From Boards and Committees**. Upon or promptly, but no less than 3 calendar days following any termination of Employee's employment with the Company, the Employee agrees to resign, as of the date of such termination, from (i) each and every board of directors (or similar body, as the case may be) of the Company and each of its affiliates on which the Employee may then serve, including, but not limited to, the Board (and any committees thereof), and (ii) each and every office of the Company and each of its affiliates that the Employee may then hold, and all positions that he may have previously held with the Company and any of its affiliates.

5.10 **Returning Company Documents**. In the event of any termination of Employee's employment hereunder, Employee shall, prior to or on such termination deliver to the Company (and will not maintain possession of or deliver to anyone else), in accordance with the Board's directions, any and all devices, records, data, data bases software, software documentation, laboratory notebooks, notes, reports, proposals, lists, customer lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment, other documents or property, or reproductions of any of the above aforementioned items belonging to the Company, its successors or assigns.

5.11 **Section 409A of the Internal Revenue Code**.

(a) This Agreement is intended to comply with Section 409A of the Internal Revenue Code of 1986 ("**Section 409A**") and shall be construed and interpreted consistent with that intent. In the event that any payment or benefit payable under *Section 5* of this Agreement is not compliant with Section 409A and any taxes, penalties or interest are imposed on the Employee under Section 409A as a result of such noncompliance (the "**Section 409A Penalties**"), the Company shall put the Employee in an after tax economic position equivalent to the position the Employee would have been in without the imposition of such Section 409A Penalties. The Employee shall notify the Company in writing of any claim by the Internal Revenue Service or state tax authorities that, if successful, would require the payment of any such Section 409A Penalties or related state tax statutes. The Employee's right to be put in an equivalent after tax economic position is subject to the Employee providing such notification no later than ten (10) business days after Employee is informed in writing of such claim. If the Company desires to contest such claim, Employee shall (i) cooperate with the Company in good faith in order to effectively contest such claim and (ii) permit the Company to participate in any proceedings relating to such claim. The Company shall control all proceedings taken in connection with such contest; provided, however, that the Company shall bear and pay directly all costs and expenses (including additional interest and penalties) incurred in connection with such contest. This section shall also apply to any taxes, penalties, or interest imposed by any state that are calculated in a manner similar to taxes, penalties, or interest imposed by Section 409A(a)(1)(B), including those amounts imposed by the California Revenue and Taxation Code (**R&TC**) Sections 17501 and 24601.

(b) If and to the extent that any payment or benefit under this Agreement, or any plan or arrangement of the Company, is determined by the Company to constitute "non-qualified deferred compensation" subject to Section 409A and is payable to the Employee by reason of the Employee's termination of employment, then (a) such payment or benefit shall be made or provided to the Employee only upon a "separation from service" as defined for purposes of Section 409A under applicable regulations (a "**Separation from Service**") and (b) if the Employee is a "**specified employee**" (within the meaning of Section 409A and as determined by the Company), such payment or benefit shall not be made or provided before the date that is six (6) months after the date of the Employee's Separation from Service (or the Employee's earlier death). For the purposes of clarity, the first payment thereof will include a catch-up payment covering the amount that would have otherwise been paid to the Employee during the period between the termination of Employee's employment and the first payment date but for the application of this provision, and the balance of the installments (if any) will be payable in accordance with their original schedule.

(c) To the extent any expense reimbursement or in-kind benefit is determined to be subject to Section 409A, the amount of any such expenses eligible for reimbursement or in-kind benefits provided in one taxable year shall not affect the expenses eligible for reimbursement or in-kind benefits provided in any other taxable year (except under any lifetime limit applicable to expenses for medical care), in no event shall any expenses be reimbursed after the last day of the calendar year following the calendar year in which the Employee incurred such expenses, and in no event shall any right to reimbursement or in-kind benefits be subject to liquidation or exchange for another benefit.

(d) To the extent that any provision of this Agreement is ambiguous as to its compliance with Section 409A, the provision will be read in such a manner so that all payments hereunder comply with Section 409A. To the extent any payment under this Agreement may be classified as a "short-term deferral" within the meaning of Section 409A, such payment shall be deemed a short-term deferral, even if it may also qualify for an exemption from Section 409A under another provision of Section 409A. Payments pursuant to this section are intended to constitute separate payments for purposes of Section 1.409A-2(b)(2) of the Treasury Regulations.

6. **NON-COMPETITION**.

The Employee acknowledges and recognizes the highly competitive nature of the businesses of the Company, the amount of sensitive and confidential information involved in the discharge of the Employee's position with the Company, and the harm to the Company that would result if such knowledge or expertise was disclosed or made available to a competitor. Based on that understanding, the Employee hereby expressly agrees as follows:

(a) As a result of the particular nature of the Employee's relationship with the Company, in the capacities identified earlier in this Agreement, for the Term of Employment, the Employee hereby agrees that he will not, directly or indirectly, (i) engage in any business for the Employee's own account or otherwise derive any personal benefit from any business that competes with the business of the Company or any of its affiliates (the Company and its subsidiaries or parent, if any, are referred to, collectively, as the "**Company Group**"), (ii) enter the employ of, or render any services to, any Person engaged in any business that competes with the business of any entity within the Company Group, (iii) acquire a financial interest in any Person engaged in any business that competes with the business of any entity within the Company Group, directly or indirectly, as an individual, partner, member, shareholder, officer, director, principal, agent, trustee or consultant, or (iv) interfere with business relationships (whether formed before or after the Effective Date) between the Company or any of its respective affiliates or subsidiaries, and any customers, suppliers, officers, employees, partners, members or investors of any entity within the Company Group. For purposes of this Agreement, businesses in competition with the Company Group shall include, without limitation, businesses which any entity within the Company Group may conduct operations, and any businesses which any entity within the Company Group has specific plans to conduct operations in the future and as to which the Employee is aware of such planning, whether or not such businesses have or have not as of that date commenced operations.

(b) Notwithstanding anything to the contrary in this Agreement, the Employee may, directly or indirectly, own, solely as an investment, securities of any Person, other than a business that competes with the business of the Company Group, which are publicly traded on a national or regional stock exchange or on the over-the-counter market if the Employee (i) is not a controlling Person of, or a member of a group that controls, such Person, and (ii) does not, directly or indirectly, beneficially own one percent (1%) or more of any class of securities of such Person. Employee may indirectly, through a mutual or exchange traded fund, own, solely as an investment, securities of a business that competes with the business of the Company Group, which are publicly traded on a national or regional stock exchange or on the over-the-counter market if the Employee (i) is not a controlling Person of, or a member of a group that controls, such Person, and (ii) does not, directly or indirectly, beneficially own one percent (1%) or more of any class of securities of such business. For purposes of this *Section 6(b)*, "**Person**" shall have the meaning ascribed to such terms in Section 3(a)(9) of the Exchange Act and used in Sections 13(d) and 14(d) thereof, including a "group" as described in Section 13(d) thereof.

7. **CONFIDENTIAL INFORMATION**.

All information, documents, notes, data, memoranda and Intellectual Property of any kind received, compiled, discovered, produced or otherwise made available to Employee in connection with Employee's employment by the Company relating in any way to the business of the Company Group and which has not been freely made available or confirmed to the general public by the Company Group (collectively, "**Confidential Information**") shall be the sole and exclusive property of the Company and shall in perpetuity (both during and after Employee's employment by the Company) be maintained in utmost, strict confidence by Employee and held by Employee in trust for the benefit of the Company. Employee shall not during Employee's employment or at any time thereafter directly or indirectly release or disclose to any other Person any Confidential Information, except with the prior written consent of the Company and in furtherance of the Company's business or as required by law. Confidential Information does not include information which is generally known or becomes known to the industry or the public, other than as a result of the Employee's breach of this covenant. Employee shall, at the request of the Company, execute and deliver to the Company all such documents as the Company may from time to time deem necessary or desirable to evidence, protect, enforce or defend its right, title and interest in or to any Confidential Information,. If Employee shall fail or refuse to execute or deliver to the Company any such document upon request, the Company shall have, and is granted, the power and authority to execute the same in Employee's name, as Employee's attorney-in-fact, which power is coupled with an interest and irrevocable.

8. **PROPRIETARY RIGHTS**.

8.1 **Inventions**. All inventions, policies, systems, developments or improvements conceived, designed, implemented and/or made by the Employee, either alone or in conjunction with others, at any time or at any place during the Term of Employment, whether or not reduced to writing or practice during such Term of Employment, which directly or indirectly relate to the business of any entity within the Company Group, or which were developed or made in whole or in part using the facilities and/or capital of any entity within the Company Group, shall be the sole and exclusive property of the Company Group. The Employee shall promptly give notice to the Company of any such invention, development, patent or improvement, and shall at the same time, without the need for any request by any Person within the Company Group, assign all of the Employee's rights to such invention, development, patent and/or improvement to the Company Group. The Employee shall sign all instruments necessary for the filing and prosecution of any applications for, or extensions or renewals of, letters patent of the United States or any foreign country that any entity in the Company Group desires to file.

8.2 **Work Product**.

(a) The Employee acknowledges and agrees that all writings, works of authorship, technology, inventions, discoveries, ideas and other work product of any nature whatsoever, that are created, prepared, produced, authored, edited, amended, conceived or reduced to practice by the Employee individually or jointly with others during the Term of the Employee's employment by the Company and relating in any way to the business or contemplated business, research or development of the Company (regardless of when or where the Work Product is prepared or whose equipment or other resources is used in preparing the same) and all printed, physical and electronic copies, all improvements, rights and claims related to the foregoing, and other tangible embodiments thereof (collectively, "**Work Product**"), as well as any and all rights in and to copyrights, trade secrets, trademarks (and related goodwill), patents and other intellectual property rights therein arising in any jurisdiction throughout the world and all related rights of priority under international conventions with respect thereto, including all pending and future applications and registrations therefor, and continuations, divisions, continuations-in-part, reissues, extensions and renewals thereof (collectively, "**Intellectual Property Rights**"), shall be the sole and exclusive property of the Company.

(c) For purposes of this Agreement, Work Product includes, but is not limited to, Company Group information, including plans, publications, research, strategies, techniques, agreements, documents, contracts, terms of agreements, negotiations, know-how, computer programs, computer applications, software design, web design, work in process, databases, manuals, results, developments, reports, graphics, drawings, sketches, market studies, formulae, notes, communications, algorithms, product plans, product designs, styles, models, audiovisual programs, inventions, unpublished patent applications, original works of authorship, discoveries, experimental processes, experimental results, specifications, customer information, client information, customer lists, client lists, manufacturing information, marketing information, advertising information, and sales information.

8.3 **Work Made for Hire; Assignment**.

(a) All copyrightable work by the Employee during the Term of Employment that relates to the business of any entity in the Company Group is intended to be "work made for hire" as defined in Section 101 of the Copyright Act of 1976, and shall be the property of the Company Group. If the copyright to any such copyrightable work is not the property of the Company Group by operation of the law, the Employee will, without further consideration, assign to the Company Group all right, title and interest in such copyrightable work and will assist the entities in the Company Group and their nominees in every way, at the Company Group's expense, to secure, maintain and defend for the Company Group's benefit, copyrights and any extensions and renewals thereof on any and all such work including translations thereof in any and all countries, such work to be and to remain the property of the Company Group whether copyrighted or not.

8.4 **Section 2870 of the California Labor Code**. Anything in this Agreement to the contrary notwithstanding, Employee is not required to assign any invention, as that term is used in Section 2870 of the California Labor Code, about which Employee can prove all of the following (a "**Qualifying Invention**"): (a) it was developed entirely on Employee's own time; (b) it was developed without the use of any equipment, supplies, facilities or trade secret information of the Company; (c) it does not relate to the Company's business or the actual or demonstrably anticipated research or development of the Company; and (d) it does not result from any work performed by Employee for the Company. As to any Qualifying Invention that results in any product, production, service or development with potential commercial application, the Company shall have the right of first refusal to obtain exclusive rights to the Qualifying Invention and such product, production, service or development.

8.5 **List of Employee Inventions**. Employee has attached to this Agreement a list describing all inventions, whether completed or not, belonging to Employee and made prior to Employee's employment with the Company that Employee wishes to exclude from this Agreement. Employee understands that it is in Employee's interest to list any inventions to which Employee wants to claim any rights. Employee also understands that Employee should not disclose them in detail, but only identify them by titles and dates of documents describing them. Employee understands that the Company's receipt of this list does not constitute an agreement by the Company, either express or implied, that such listed inventions belong to Employee, and also understands that the Company reserves the right to dispute ownership of such listed inventions at any time. If no such list is attached, Employee represents that there are no such inventions. As to any invention in which Employee has an interest at any time prior to or during employment with the Company, if Employee uses or

incorporates such invention in any released or unreleased Company product, production, service, program, process, development or work in progress, or if Employee permits the Company to use or incorporate such invention, Employee hereby grants to the Company a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license to exercise any and all rights with respect to such invention, including the right to protect, make, have made, modify, make derivative works of, distribute, sell or use that invention in any manner whatsoever without restriction as to the extent of Employee's ownership or interest.

8.6 **Further Assurances; Power of Attorney**. At any time during Employee's employment with the Company or thereafter, Employee will execute any proper oath or verify any proper document that may be required or requested by the Company (in its sole discretion) in connection with carrying out the terms of this *Section 8*. If, because of Employee's incapacity or for any other reason, the Company is unable to secure Employee's signature to apply for or pursue any application for or registration of any U.S. or foreign patent or copyright covering Intellectual Property assigned to the Company as stated above or otherwise, Employee hereby irrevocably appoints the Company and its duly authorized officers and agents as Employee's

agent and attorney in fact, to act in Employee's stead to execute and file any such applications, documents or other instruments and to do all other lawful acts to further the prosecution, issuance, maintenance or enforcement of U.S. and foreign patent applications, patents and copyrights with the same legal force and effect as if executed by Employee. In furtherance of this Agreement, Employee will testify at the Company's request (and if no longer employed at the Company, at the Company's expense) in any legal proceeding arising during or after Employee's employment.

8.7 **No License**. The Employee understands that this Agreement does not, and shall not be construed to, grant the Employee any license or right of any nature with respect to any Work Product or Intellectual Property Rights or any Confidential Information, materials, software or other tools made available to the Employee by the Company.

9. **Non-Solicitation of Employees**. In light of the amount of sensitive and confidential information involved in the discharge of the Employee's duties, and the harm to the Company that would result if such knowledge or expertise were disclosed or made available to a competitor, and as a reasonable step to help protect the confidentiality of such information, the Employee promises and agrees that during the Term of Employment and for a period of one (1) year thereafter, the Employee will not, directly or indirectly, individually or as a consultant to, or as an employee, officer, shareholder, director, or other owner of or participant in any business, solicit (or assist in soliciting) any Person who is then, or at any time within six (6) months prior thereto was, an employee of an entity within the Company Group, who earned annually $25,000 or more as an employee of such entity during the last six (6) months of his or her own employment to work for (as an employee, consultant or otherwise) any business, individual, partnership, firm, corporation, or other entity whether or not engaged in competitive business with any entity in the Company Group.

10. **MISCELLANEOUS**.

10.1 **Employee Representations**. Employee warrants, represents and covenants to the Company as follows:

(a) Employee is free to enter into this Agreement and to provide the services and perform the duties and obligations required of Employee;

(b) Employee is not currently (and will not, to the best knowledge and ability of Employee, at any time during Employee's employment be) subject to any agreement, understanding, obligation, claim, litigation or condition which could adversely affect Employee's performance of any of Employee's duties or obligations under this Agreement or the Company's complete ownership and enjoyment of all of the rights, powers and privileges granted to the Company under this Agreement.

10.2 **Right to Insure**. The Company shall have the right to secure, in its own name or otherwise and at its own expense, life, health, accident or other insurance covering or otherwise insuring Employee, and Employee shall have no right, title or interest in or to any such insurance or any of the proceeds or benefits thereof. Employee shall fully assist and cooperate with the Company in procuring any such insurance, including without limitation by submitting to such examinations, and by signing such applications and other instruments, as may reasonably be required by any insurance carrier to which application is made by the Company for any such insurance.

10.3 **Amendment; Interpretation**. This Agreement may be amended, renewed, extended or otherwise modified only by a written agreement signed by both parties. No provision of this Agreement shall be interpreted against any party because that party or its legal representative drafted the provision. There are no warranties, representations or covenants, oral or written, express or implied, except as expressly set forth in this Agreement. Employee acknowledges that Employee does not rely and has not relied upon any representation or statement made by the Company or any of its representatives relating to the subject matter of this Agreement except as set forth in this Agreement.

10.4 **Severability**. If any provision of this Agreement or any portion of it is declared by any court of competent jurisdiction to be invalid, illegal or incapable of being enforced, the remainder of such provision, and all of the remaining provisions of this Agreement, shall continue in full force and effect and no provision shall be deemed dependent on any other provision unless as specifically expressed in this Agreement.

10.5 **Waiver**. Neither the failure nor any delay on the part of a party to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise of the same or of any right, remedy, power or privilege, nor shall any waiver of any right, remedy, power or privilege with respect to any occurrence be construed as a waiver of such right, remedy, power or privilege with respect to any other occurrence. No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted such waiver.

10.6 **Publicity**. The Employee hereby irrevocably consents during the term of this Agreement to any and all uses and displays, by the Company Group and its agents, representatives and licensees, of the Employee's name, voice, likeness, image, appearance and biographical information in, on or in connection with any pictures, photographs, audio and video recordings, digital images, websites, television programs and advertising, other advertising and publicity, sales and marketing brochures, books, magazines, other publications, CDs, DVDs, tapes and all other printed and electronic forms and media throughout the world, at any time during or after the period of his employment by the Company, for all legitimate commercial and business purposes of the Company Group ("**Permitted Uses**") without further consent from or royalty, payment or other compensation to the Employee. The Employee hereby forever waives and releases the Company Group and its directors, officers, employees and agents from any and all claims, actions, damages, losses, costs, expenses and liability of any kind, arising under any legal or equitable theory whatsoever at any time during or after the period of his employment by the Company, arising directly or indirectly from the Company Group's and its agents', representatives' and licensees' exercise of their rights in connection with any Permitted Uses. At the end of the term of this Agreement, the Company shall have no obligation to remove any previously-published displays described in this paragraph.

10.7 **Headings; Gender**. The section headings of, and titles of paragraphs and subparagraphs contained in, this Agreement are for the purposes of convenience only, and they neither form a part of this Agreement nor are they to be used in the construction or interpretation thereof. Where the context requires, the singular shall include the plural, the plural shall include the singular, and any gender shall include all other genders.

10.8 **Assignment**. This Agreement is personal in its nature and neither of the parties hereto shall, without the consent of the other, assign or transfer this Agreement or any rights or obligations hereunder; provided, however, that in the event of a merger, consolidation, or transfer or sale of all or substantially all of the assets of the Company with or to any other individual(s) or entity, this Agreement shall, subject to the provisions hereof, be binding

upon and inure to the benefit of such successor and such successor shall discharge and perform all the promises, covenants, duties, and obligations of the Company hereunder.

10.9 **Notices.** All notices and other communications hereunder shall be in writing and shall be deemed duly give (a) on the date of delivery if delivered personal, (b) on the date sent by facsimile with confirmation of transmission or electronic mail if sent during normal business hours of the recipient during a business day, and otherwise on the next business day, if sent after normal business hours of the recipient, (c) if dispatched via a nationally recognized overnight courier service (delivery receipt requested) with charges paid by the dispatching party, on the later of (i) the first business day following the date of dispatch, or (ii) the scheduled date of delivery by such service, or (d) on the fifth business day following the date of mailing, if mailed by registered or certified mail, return receipt requested, postage prepaid to the party to receive such notice on the electronic or physical address set forth on **Exhibit A**. Any party may alter the address to which communications or copies are to be sent by giving notice of such change of address in conformity with the provisions of this Section 24 for the giving of notice.

10.10 **Counterparts**. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original as against any party whose signature appears thereon, and all of which together shall constitute one and the same instrument. This Agreement shall become binding when one or more counterparts hereof, individually or taken together, shall bear the signatures of all of the parties reflected hereon as the signatories. Photographic copies of such signed counterparts may be used in lieu of the originals for any purpose.

10.11 **Tolling**. Should the Employee violate any of the terms of the *Sections 6, 7, 8 and 9*, the obligation at issue will run from the first date on which the Employee ceases to be in violation of such obligation.

10.12 **Provisions that Survive Termination**. The provisions of *Sections 3.3*, *4.5*, *5* through *9*, and this *Section 10* shall survive any termination of the Term of Employment.

10.13 **Dispute Resolution.**

(a) Any controversy or claim arising out of or relating to this Agreement, its enforcement, arbitrability or interpretation, or because of an alleged breach, default, or misrepresentation in connection with any of its provisions, or arising out of or relating in any way to Employee's employment or termination of employment, including, for example, any alleged violation of statute, common law or public policy, shall be submitted to final and binding arbitration, to be held in San Diego County, California, before a single arbitrator, in accordance with the then-current JAMS Arbitration Rules and Procedures for Employment Disputes, as modified by the terms and conditions contained in this paragraph. The arbitrator shall be selected by mutual agreement of the parties or, if the parties cannot agree, then by striking from a list of arbitrators supplied by JAMS. The arbitrator shall issue a written opinion stating the essential findings and conclusions upon which the arbitrator's award is based. The Company will pay the arbitrator's fees and arbitration expenses and any other costs unique to the arbitration hearing (recognizing that each side bears its own deposition, witness, expert and attorneys' fees and other expenses to the same extent as if the matter were being heard in court). If, however, any party prevails on a statutory claim, which affords the prevailing party attorneys' fees and costs, then the arbitrator may award reasonable fees and costs to the prevailing party. Any dispute as to which party is a "prevailing party" and/or the reasonableness of any fee or cost shall be resolved by the arbitrator.

(b) Except as may be necessary to enter judgment upon the award or to the extent required by applicable law, all claims, defenses and proceedings (including, without limiting the generality of the foregoing, the existence of a controversy and the fact that there is an arbitration proceeding) shall be treated in a confidential manner by the arbitrator and all those involved in the proceeding. Any controversy relating to the arbitration presented to a court shall be filed under seal to the extent permitted by law.

10.14 **Governing Law**. This Agreement, and all questions relating to its validity, interpretation, performance and enforcement, as well as the legal relations hereby created between the parties hereto, shall be governed by and construed under, and interpreted and enforced in accordance with, the laws of the State of California, notwithstanding any California or other conflict of law provision to the contrary. This Agreement is intended to comply with Section 409A of the Internal Revenue Code of 1986 and the regulations promulgated thereunder. Any action or proceeding by either of the parties to enforce this Agreement shall be brought only in a state or federal court located in the state of California, Sonoma county. The parties hereby irrevocably submit to the exclusive jurisdiction of such courts and waive the defense of inconvenient forum to the maintenance of any such action or proceeding in such venue.

**[SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement or caused it to be executed on their behalf as of the date first above written.

**EMPLOYEE**

*/s/ Gregory Gorgas*
**Gregory D. Gorgas**

**COMPANY:**

**REACTIVE MEDICAL, INC.**

By: */s/ Peter O'Brien*
Name: **Peter O'Brien**
Title: Sole Director

**Exhibit A**

Addresses for Notice

**Employee:**

Email:

**Company**:

Reactive Medical, Inc.
29 Fitzwilliam Street Upper
Dublin2, Ireland
Attention: Peter O'Brien

Email: peter@reactivemedical.com

**Exhibit B**

**FORM OF GENERAL RELEASE**

**RELEASE OF CLAIMS**

This Release of Claims (the "Release") is entered into by GREGORY D. GORGAS (the "Employee") pursuant to the Employment Agreement dated April 3, 2017, by and between REACTIVE MEDICAL, Inc., a Nevada corporation (the "Company"), and the Employee (the "Agreement"). This Release is the release of legal claims referenced in Sections 4(f) and 4(i) of the Agreement.

1. Consideration. The Company shall provide the Employee with the payments and benefits described in either Section 4(f) and 4(i) of the Agreement, at the times provided therein.

2. Release of Claims. The Employee voluntarily releases and forever discharges the Company and its predecessors, successors, assigns, and current and former members, equity holders. partners, directors, officers, employees, representatives, attorneys, agents, subsidiaries and all persons acting by, through, under or in concert with any of the foregoing (any and all of whom or which are hereinafter referred to as the "Releasees"), from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts and expenses (including attorney's fees and costs actually incurred), of any nature whatsoever, known or unknown (collectively, " Claims") that the Employee now has, owns or holds, or claims to have, own, or hold, or that he at any time had, owned, or held, or claimed to have had, owned, or held against any Releasee. This general release of Claims includes, without implication of limitation, the release of all Claims:

- relating to the Employee's employment by and retirement from employment with the Company;
- of wrongful discharge;
- of breach of contract;
- of retaliation or discrimination under federal, state or local law (including, without limitation, Claims of age discrimination or retaliation under the Age Discrimination in Employment Act, Claims of disability discrimination or retaliation under the Americans with Disabilities Act, and Claims of discrimination or retaliation under Title VII of the Civil Rights Act of 1964;
- under any other federal or state statute, to the fullest extent that Claims may be released;
- of defamation or other torts;

- of violation of public policy; and
- for damages or other remedies of any sort, including, without limitation, compensatory damages, punitive damages, injunctive relief and attorney's fees.
- In granting the release herein, Employee understands that this Agreement includes a release of all claims known or unknown. In giving this release, which includes claims which may be unknown to Employee at present, Employee acknowledges that she has read and understands Section 1542 of the California Civil Code which reads as follows: "A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor." **Employee hereby expressly waives and relinquishes all rights and benefits under that section and any law of any jurisdiction of similar effect with respect to the release of any unknown or unsuspected claims Employee may have against the Company or any Releasee**.

3. Limitations on Release. Notwithstanding anything in Section 2 of this Release to the contrary, nothing in this Release limits the Employee's rights to (i) any salary, bonus, vacation pay or any other compensation or benefits or reimbursement of expenses earned or accrued prior to the date hereof, (ii) indemnification by the Company that the Employee may have pursuant to any contract, the organizational documents of the Company and its subsidiaries or pursuant to applicable law or (iii) pursue a claim against the Company in the event that it breaches any of its obligations under the Agreement.

4. No Assignment. The Employee represents that he has not assigned to any other person or entity any Claims against any Releasee.

5. Right to Consider and Revoke Release. The Employee acknowledges that he has been given the opportunity to consider this Release for a period of twenty-one (21) days after the Employee receives this Release. In the event the Employee executed this Release within less than twenty-one (21) days, he acknowledges that such decision was entirely voluntary and that she had the opportunity to consider this Release until the end of the twenty-one (21) day period. To accept this Release, the Employee shall deliver a signed Release to the Company within such twenty-one (21) day period. For a period of seven (7) days from the date when the Employee executes this Release (the "Revocation Period"), she shall retain the right to revoke this Release by written notice that is received by the Company on or before the last day of the Revocation Period. This Release shall take effect only if it is executed within the twenty-one (21) day period as set forth above and if it is not revoked pursuant to the preceding sentence. If those conditions are satisfied, this Release shall become effective and enforceable on the date immediately following the last day of the Revocation Period (the "Effective Date").

6. Other Terms.

(a) Legal Representation; Review of Release. The Employee acknowledges that he has been advised to discuss all aspects of this Release with his attorney, that she has carefully read and fully understands all of the provisions of this Release and that he is voluntarily entering into this Release.

(b) Binding Nature of Release. This Release shall be binding upon the Employee and upon his heirs, administrators, representatives and executors.

(c) Amendment. This Release may be amended only upon a written agreement executed by the Employee and the Company.

(d) Severability. In the event that at any future time it is determined by an arbitrator or court of competent jurisdiction that any covenant, clause, provision or term of this Release is illegal, invalid or unenforceable, the remaining provisions and terms of this Release shall not be affected thereby and the illegal, invalid or unenforceable term or provision shall be severed from the remainder of this Release. In the event of such severance, the remaining covenants shall be binding and enforceable.

(e) Governing Law and Interpretation. This Release shall be deemed to be made and entered into in the state of California, and shall in all respects be interpreted, enforced and governed under the laws of California, without giving effect to the conflict of laws provisions of California law. The language of all parts of this Release shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against either the Company or the Employee.

(f) Entire Agreement; Absence of Reliance. The Employee acknowledges that he is not relying on any promises or representations by the Company or any of its agents, representatives or attorneys regarding any subject matter addressed in this Release.

**[SIGNATURE PAGE FOLLOWS]**

So agreed by the Employee.

GREGORY D. GORGAS

DATED

Employee acknowledges that, in this position, Employee would be considered a "Section 16 reporting person," which means Employee is required to report changes in holdings of Company securities to the U.S. Securities and Exchange Commission ("SEC"), and is subject to sanctions against "short-swing" trading and is prohibited from engaging in short sales of Company securities. In addition, the Company may be required to disclose certain personal information about Employee in its filings with the SEC and its other public disclosures, and Employee agrees and consents to the Company's disclosure of such information.

* * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * * *

State of California )
)SS:

County of )

On this, the _____day of _____, 20____, before me a notary public, the undersigned officer, personally appeared_____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged that he executed the same for the purposes therein contained.

In witness hereof, I hereunto set my hand and official seal.

Notary Public

**EXHIBIT 10.3**

**STOCK PURCHASE AGREEMENT**

**THE SECURITIES TO WHICH THIS AGREEMENT RELATES HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "1933 ACT") AND THE RULES AND REGULATIONS PROMULGATED THEREUNDER AND MAY NOT BE OFFERED OR SOLD DIRECTLY OR INDIRECTLY (A) WITHIN THE UNITED STATES OR TO OR FOR THE ACCOUNT OR BENEFIT OF U.S. PERSONS (AS DEFINED IN REGULATION S) EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT AS TO SUCH SECURITIES UNDER, OR AN EXEMPTION FROM, THE REGISTRATION REQUIREMENTS OF THE 1933 ACT, OR (B) IN CANADA OR TO RESIDENTS OF CANADA EXCEPT PURSUANT TO PROSPECTUS EXEMPTIONS UNDER THE APPLICABLE PROVINCIAL SECURITIES LAWS AND REGULATIONS OR PURSUANT TO AN EXEMPTION ORDER MADE BY THE APPROPRIATE PROVINCIAL SECURITIES REGULATOR.**

**THIS STOCK PURCHASE AGREEMENT** (this "**Agreement**") is dated as of April 3, 2017, by and between Reactive Medical, Inc., a Nevada corporation (the "**Seller**"), and Gregory Gorgas, a resident of the State of California (the "**Purchaser**"). The Seller and the Purchaser are sometimes collectively herein referred to as the "**Parties**" and individually as a "**Party**."

**RECITALS**

**WHEREAS**, the Seller has agreed to sell to Purchaser 1,760,000 shares (the "**Offered Shares**") of the Purchaser's common stock and the Purchaser has agreed to purchase the Offered Shares from the Seller, all on the terms and conditions set forth in this Agreement; and

**WHEREAS**, the Seller intends for the sale of the Offered Shares to be exempt from the registration requirements of the Securities Act of 1933, as amended (the "**1933 Act**"), pursuant to, among others, Section 4(a)(2) and Regulation D thereof;

**NOW, THEREFORE**, in consideration of the mutual agreements herein contained and other good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged by each of the parties, the parties hereto agree as follows:

**1. Definitions**. Capitalized terms used herein and not otherwise defined herein shall have the meanings given to them in 1933 Act. All references herein to "dollars" or "$" shall be to United States of America dollars unless otherwise specified.

**2. Purchase and Sale of Offered Shares**. Subject to the terms and conditions set forth herein, the Seller covenants and agrees to sell to the Purchaser and the Purchaser agrees to acquire from the Seller, on the Closing Date (as hereinafter defined), the Offered Shares at a price of $0.001 per share for an aggregate purchase price of $1,760 (the "**Purchase Price**"), and upon the basis of the representations and warranties, and subject to the terms and conditions, set forth in this Agreement, the Purchaser covenants and agrees to purchase from the Seller, on the Closing Date (as hereinafter defined), the Offered Shares at the Purchase Price.

**3. Closing Date and Deliveries at Closing**.

(a) The settlement of the purchase and sale of the Offered Shares pursuant to **Section 2** hereof (the "**Closing**") shall take place on April 3, 2017 (the "**Closing Date**"), or at such other time as the Parties hereto in writing may agree.

(b) On the Closing Date: (i) the Seller shall deliver to the Purchaser a certificate representing the Offered Shares (the "**Certificate**"); (ii) the Purchaser shall deliver to the Seller the Purchase Price by wire transfer of immediately available funds in accordance with instructions delivered by the Seller; and (iii) each of the Parties shall deliver such documents, agreements and payments as may be required pursuant to this Agreement.

(c) Each Party shall deliver such other documents and/or instruments as may be required under the terms and conditions of this Agreement.

**4. Representations, Warranties, Acknowledgements and Confirmations of Purchaser.**

The Purchaser acknowledges and agrees that:

(a) the decision to execute this Agreement and purchase the Offered Shares agreed to be purchased hereunder has been based upon written representations as to facts made by the Seller solely herein, and such decision is also based upon a review of information (the receipt of which is hereby acknowledged) which has been filed by the Seller with Securities and Exchange Commission ("**SEC**") (collectively, the "**Public Record**");

(b) the Purchaser and the Purchaser's advisor(s) have had a reasonable opportunity to ask questions of and receive answers from the Seller in connection with the Purchase of the Offered Shares hereunder, and to obtain additional information, to the extent possessed or obtainable without unreasonable effort or expense, necessary to verify the accuracy of the information about the Seller;

(c) the books and records of the Seller were available upon reasonable notice for inspection, subject to certain confidentiality restrictions, by the Purchaser during reasonable business hours at its principal place of business, and all documents, records and books in connection with the purchaser of the Offered Shares hereunder have been made available for inspection by the Purchaser, the Purchaser's lawyer and/or advisor(s);

(d) the Offered Shares are deemed "**Restricted Shares**" as that term is defined in the 1933 Act and none of the Offered Shares have been registered under the 1933 Act, under any state securities or "**Blue Sky**" laws of any state of the United States and, unless so registered, may not be offered or sold except pursuant to an exemption from, or in a transaction not subject to, the registration requirements of the 1933 Act and in each case only in accordance with any applicable securities laws;

(e) the Purchaser acknowledges that its purchase hereunder has not been solicited by means of general solicitation or by advertisement.

(f) the Purchaser acknowledges that the Certificate shall bear a restrictive legend substantially as follows:

**"THE SECURITIES TO WHICH THIS CERTIFICATE RELATES HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "1933 ACT") AND THE RULES AND REGULATIONS PROMULGATED THEREUNDER AND MAY NOT BE OFFERED OR SOLD DIRECTLY OR INDIRECTLY (A) WITHIN THE UNITED STATES OR TO OR FOR THE ACCOUNT OR BENEFIT OF U.S. PERSONS (AS DEFINED IN REGULATION S) EXCEPT PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT AS TO SUCH SECURITIES UNDER, IN COMPLIANCE WITH REGULATION S AND/OR OTHER APPLICABLE EXEMPTION FROM, THE REGISTRATION REQUIREMENTS OF THE 1933 ACT, OR (B) IN CANADA OR TO RESIDENTS OF CANADA EXCEPT PURSUANT TO PROSPECTUS EXEMPTIONS UNDER THE APPLICABLE PROVINCIAL SECURITIES LAWS AND REGULATIONS OR PURSUANT TO AN EXEMPTION ORDER MADE BY THE APPROPRIATE PROVINCIAL SECURITIES REGULATOR, IN EACH CASE AS EVIDENCED BY AN OPINION OF COUNSEL ACCEPTABLE TO THE COMPANY."**

(g) the Purchaser has been advised to consult the Purchaser's own legal, tax and other advisors with respect to the merits and risks of an investment in the Offered Shares and with respect to applicable resale restrictions, and he is solely responsible (and the Seller is not in any way responsible) for compliance with any applicable laws of the jurisdiction in which the Purchaser resides in connection with the purchase of the Offered Shares hereunder, and applicable resale restrictions;

(h) the Purchaser acknowledges that the Seller has not undertaken, and will have no obligation, to register any of the Offered Shares under the 1933 Act for resale;

(i) the Offered Shares are not listed on any stock exchange or subject to quotation except that currently certain market makers make market in the common stock of the Seller on the OTC Markets Group Inc. Pink tier (the "**OTCPINK**"), and no representation has been made to the Purchaser that the Offered Shares will become listed on any other stock exchange or subject to quotation on any other quotation system, or their continued quotatoin;

(j) the Purchaser understands that no federal, state or provincial agency has passed on or made any recommendation or endorsement of the Offered Shares;

(k) there are risks associated with an investment in the Offered Shares, as more fully described in certain information forming part of the Public Record and Purchaser may lose its entire investment in the Offered Shares;

(l) the Seller will refuse to register any transfer of the Offered Shares not made pursuant to an effective registration statement under the 1933 Act or pursuant to an available exemption from the registration requirements of the 1933 Act and otherwise in compliance with applicable securities laws; in this respect, the Purchaser further acknowledges that Rule 144, as currently enacted, is not available for the public resale of the Offered Shares by the Purchaser and will not be available until such time as the Seller is no longer a shell company and has thereafter been in full compliance with its reporting obligations under the Securities Exchange Act of 1934, as amended, for at least twelve months.

(m) this Agreement is not enforceable by the Purchaser unless it has been accepted by the Seller as evidenced by his signature on the Signature Page hereto;

(n) the Purchaser acknowledges that the offer and sale of the Offered Shares is being conducted without delivery of an offering memorandum and that it has not relied on any oral representation, warranty or information in connection with the offering of the Offered Shares by the Seller, or any officer, employee, agent, affiliate or subsidiary of the Seller; and

(o) the Purchaser confirms that none of the Seller or any of its directors, employees, officers, consultants, agents or affiliates, has made any statements or representations (written or oral) to the Purchaser regarding (i) the future value of the Offered Shares (ii), that the Offered Shares are or will be listed and posted for trading on any stock exchange or automated dealer quotation system or that application has been made to list and post any of the securities of the Seller on any stock exchange or automated dealer quotation system, except that currently certain market makers make market in the common shares of the Seller on the OTCPINK, (iii) that any person will resell or repurchase any of the Offered Shares or (iv) that any person will refund the purchase price of any of the Offered Shares. In making its investment decision with respect to the Offered Shares, the Purchaser has relied solely upon publicly available information relating to the Seller and not upon any verbal or written representation made by or on behalf of the Seller.

**5. Representations and Warranties of the Purchaser.** The Purchaser further understands, and represents and warrants to, and agrees with, the Seller (all such representations and warranties being made to and for the benefit Seller's legal counsel and any transfer agent of the Seller employed for that purpose, and shall survive the Closing):

(a) the Purchaser has the requisite power, authority and legal capacity to execute and deliver this Subscription Agreement, to perform all of its obligations hereunder and to undertake all actions required of the Purchaser hereunder, and all necessary approvals of its directors, partners, shareholders, trustees or otherwise (as the case may be) with respect to such matters have been given or obtained;

(b) this Agreement has been duly executed and delivered by the Purchaser and constitutes a valid and legally binding obligation of the Purchaser, enforceable against the Purchaser, in accordance with its terms, subject to applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights generally and to general principles of equity. The entering into of this Agreement and the transactions contemplated hereby will not result in a violation of any of the terms or provisions of any law applicable to the Purchaser, or any of the Purchaser's charter documents, or of any agreement to which the Purchaser is a party or by which it is bound.

(c) the Purchaser has duly executed and delivered this Agreement and it constitutes a valid and binding agreement of the Purchaser enforceable against the Purchaser;

(d) the Purchaser has the requisite knowledge and experience in financial and business matters as to be capable of evaluating the merits and risks of the investment in the Offered Shares and the Seller.

(e) the Purchaser is acquiring the Offered Shares as principal for his own account for investment purposes only and not with a view to or for distributing or reselling the Offered Shares or any part thereof or interest therein, without prejudice, however, to the right of the Purchaser, subject to the provisions of this Agreement and in accordance with all applicable laws, at all times to sell or otherwise dispose of all or any part of such Offered Shares as otherwise permitted hereunder.

(f) the Purchaser is not an underwriter of the common stock of the Seller, nor is the Purchaser participating, pursuant to a contractual agreement or otherwise, in the distribution of the Offered Shares;

(g) the Purchaser is purchasing the Offered Shares as a principal and is either an officer, director, employee or consultant to the Seller; and

(h) in the event that the Purchaser is no longer employed as an officer, director, employee or consultant to the Seller, the Purchaser hereby agrees to offer the Offered Shares to the Seller for purchase as follows:

(1) prior to the one year anniversary of this agreement, the Purchaser shall offer to the Seller all of the Offered Shares for an aggregate purchase price of $1,760;

(2) prior to the two year anniversary of this agreement, the Purchaser shall offer to the Seller 1,320,000 of the Offered Shares for an aggregate purchase price of $1,320;

(3) prior to the three year anniversary of this agreement, the Purchaser shall offer to the Seller 880,000 of the Offered Shares for an aggregate purchase price of $880;

(4) prior to the four year anniversary of this agreement, the Purchaser shall offer to the Seller 440,000 of the Offered Shares for an aggregate purchase price of $440; and

(5) after the four year anniversary of this agreement, the Purchaser shall not be required to offer to the Seller any of the Offered Shares.

For purposes hereof, the termination of Purchaser's employment agreement dated as of even date herewith (the "**Employment Agreement**") shall be conclusive evidence that Purchaser is no longer employed as an officer, director, employee or consultant to the Seller, without regards to the Party that terminated the Employment Agreement or the reason for termination of the Employment Agreement.

**6. Representations, Warranties, Acknowledgements and Confirmations of Seller.**

The Seller represents and warrants to, and agrees with, the Purchaser that (all such representations and warranties being made to and for the benefit of the Seller's legal counsel and any transfer agent of the Seller employed for that purpose and shall survive closing as provided in **Section 11**):

(a) the Seller has the requisite power, authority and legal capacity to execute and deliver this Subscription Agreement, to perform all of its obligations hereunder and to undertake all actions required of the Seller hereunder, and all necessary approvals of its directors, partners, shareholders, trustees or otherwise (as the case may be) with respect to such matters have been given or obtained;

(b) this Agreement has been duly executed and delivered by the Seller and constitutes a valid and legally binding obligation of the Seller, enforceable against the Seller, in accordance with its terms, subject to applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar laws of general applicability relating to or affecting creditors' rights generally and to general principles of equity. The entering into of this Agreement and the transactions contemplated hereby will not result in a violation of any of the terms or provisions of any law applicable to the Seller, or any of the Seller's charter documents, or of any agreement to which the Seller is a party or by which it is bound;

(c) the Seller has duly executed and delivered this Agreement and it constitutes a valid and binding agreement of the Seller enforceable against the Seller;

(d) The Offered Shares:

(i) are owned by the Seller free and clear of any security interests, liens, claims, or other encumbrances;

(ii) have been duly and validly authorized and issued and are, and on the Closing Date will be, fully paid and non-assessable;

(iii) will not have been, individually and collectively, issued or sold in violation of any pre-emptive or other similar rights of the holders of any securities of the Seller;

(iv) will not subject the holders thereof to personal liability by reason of being such holders; and

(v) the Offered Shares are not listed on any stock exchange or subject to quotation except that currently certain market makers make market in the Offered Shares of the Seller on the OTCPINK.

(e) There is no pending or, to the best knowledge of the Seller, threatened action, suit, proceeding, or investigation before any court, governmental agency or body, or arbitrator having jurisdiction over the Seller or any of its affiliates that would materially affect the execution by the Seller of, or the performance by the Seller of its obligations under, this Agreement.

**8. Conditions Precedent to the Purchaser's Obligations**. The obligations of the Purchaser hereunder are subject to the performance by the Seller of his obligations hereunder and to the satisfaction of the following additional condition precedent: the representations and warranties made by the Seller in this Agreement shall, unless waived by the Purchaser, be true and correct as of the date hereof and at the Closing Date, with the same force and effect as if they had been made on and as of the Closing Date;

**9. Conditions Precedent to the Seller's Obligations**. The obligations of the Seller hereunder are subject to the performance by the Purchaser of its obligations hereunder and to the satisfaction of the following additional condition precedent: the representations and warranties made by the Purchaser in this Agreement shall, unless waived by the Seller, be true and correct at the Closing Date, with the same force and effect as if they had been made on, and as of, the Closing Date.

**10. Fees and Expenses.** Each of the Parties agrees to pay its or his own expenses incident to the performance of its or his obligations hereunder, including, but not limited to, the fees, expenses, and disbursements of such Party's counsel.

**11. Miscellaneous.**

(a) **Notices.** All notices, communications and deliveries required or made hereunder must be made in writing signed by or on behalf of the Party making the same and shall be delivered personally or by facsimile or electronic transmission or by a national overnight courier service or by registered or certified mail (return receipt requested) (with postage and other fees prepaid) to the parties respective addresses set forth on the signature page hereto or, to such other representative or at such other address of a Party as such Party may furnish to the other Parties in writing in accordance with this **Section 11 (a)**. Any such notice, communication or delivery shall be deemed given or made (a) on the date of delivery, if delivered in person, (b) upon transmission by facsimile or email if receipt is confirmed, (c) on the first Business Day following timely delivery to a national overnight courier service, or (d) on the fifth Business Day following it being mailed by registered or certified mail.

(b) **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, with the same effect as if the signatures thereto were in the same instrument. Signature pages exchanged by facsimile or other electronic means shall be fully binding. This Agreement shall be effective and binding on all of the Parties when all Parties have executed and delivered a counterpart of this Agreement.

(c) **Entire Agreement.** Except as specifically referenced herein, this Agreement constitutes the entire contract between the parties, and neither party shall be liable or bound to the other in any manner by any warranties, representations or covenants. Any previous agreement among the Parties related to the transactions described herein is superseded hereby.

(d) **Severability.** Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction will, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions of this Agreement, and any such prohibition or unenforceability in any jurisdiction will not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by Law,

each Party hereby waives any provision of Law that renders any such provision prohibited or unenforceable in any respect.

(e) **Modification and Waiver.** This Agreement may not be amended, modified or supplemented except by written agreement of the Parties. Any

agreement on the part of a Party to any extension or waiver of any provision of this Agreement shall be valid only if set forth in an instrument in writing signed on behalf of such Party. A waiver by a Party of the performance of any covenant, agreement, obligation, condition, representation or warranty shall not be construed as a waiver of any other covenant, agreement, obligation, condition, representation or warranty. A waiver by any Party of the performance of any act will not constitute a waiver of the performance of any other act or an identical act required to be performed at a later time.

(f) **Assignment; Successors in Interest.** No assignment or transfer by any Party of such Party's rights and obligations under this Agreement may be made except with the prior written consent of the other Party to this Agreement. The terms and conditions hereof shall survive the Closing and shall be binding upon and inure to the benefit of the Parties and their respective heirs, successors and permitted assigns, and any reference to a Party shall also be a reference to the heirs, successors and permitted assigns thereof.

(g) **No Third Party Beneficiaries.** Nothing expressed or implied in this Agreement is intended, or shall be construed, to confer upon or give any Person other than the Parties, and their successors or permitted assigns, any right, remedy, obligation or liability under or by reason of this Agreement, or result in such Person being deemed a third party beneficiary of this Agreement.

(h) **Survival of Representations.** All representations, warranties and agreements made by the Seller and by the Purchaser in this Agreement shall survive the execution of this Agreement for a period of one (1) year from the Termination Date, except for the provisions of **Sections 6(a) and 5 (a),(b),** and **(c)** which shall survive indefinitely.

(i) **Rules of Construction.** This Agreement shall be construed in accordance with the following rules of construction:

(i) **Business Day.** For purposes of this Agreement, the term "**Business Day**" means any day on which commercial banks are open for business in the State of New York.

(ii) **Headings**. The division of this Agreement into Articles, Sections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be utilized in construing or interpreting this Agreement. All references in this Agreement to any "Section" are to the corresponding Section of this Agreement unless otherwise specified.

(iii) **Herein**. The words such as "herein," "hereinafter," "hereof," and "hereunder" refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires.

(j) **Governing Law; Consent to Jurisdiction; Waiver of Jury Trial**

(1) The interpretation and construction of this Agreement, and all matters relating hereto, shall be governed by the laws of the State of New York applicable to agreements executed and to be performed solely within such State. The Purchaser and the Seller irrevocably and unconditionally consent to submit to the jurisdiction of the state and federal courts located in New York County in the State of New York for any litigation arising out of or relating to this Agreement and the transactions contemplated hereby (and agree not to commence any litigation relating hereto except in such courts).

(2) Any and all service of process and any other notice in any action arising out of or relating to this Agreement and the transactions contemplated hereby on the shall be effective against any party if given personally or by registered or certified mail, return receipt requested, or by any other means of mail that requires a signed receipt, postage prepaid, mailed to such party as herein provided. Nothing herein contained shall be deemed to affect the right of any party to serve process in any manner permitted by law or to commence legal proceedings or otherwise proceed against any other party in any other jurisdiction.

**[SIGNATURE PAGE FOLLOWS]**

**IN WITNESS WHEREOF**, the parties hereto have duly executed and delivered this Agreement, all as of the day and year first above written.

**SELLER:**

**Reactive Medical, Inc.**

By: */s/ Peter O'Brien*
Name: Peter O'Brien
Title: President & CEO

**Address for Notice:**

Reactive Medical, Inc.
29 Fitzwilliam Street Upper
Dublin 2, Ireland
Attention: Peter O'Brien
Email: peter@reactivemedical.com

**PURCHASER:**

**Gregory Gorgas**

By: */s/ Gregory Gorgas*
Name: Gregory Gorgas

Gregory Gorgas
1156 Via di Felicita
Encinitas, CA 92024

Email: greg.gorgas@gmail.com