(Please replace this image with your company logo)
(Disclaimer: This document is for illustrative purposes only. Please check with your legal counsel before use.)

**DATE**

**Company Name Job Offer and Employment Agreement**
**Private and Confidential**

**Employee Name**

**Employee Home Address**

Dear **[Employee Name]:**

On behalf of Company Name (the “**Company**”) I am pleased to offer you a regular full-time position as Job Title commencing on Start Date**.** As discussed, this offer is conditional upon agreeing to and signing the attached terms and conditions of employment.

Name, we look forward to welcoming you to the Company team. Please take the time to carefully review our offer and to return a signed copy to me at your earliest convenience, but no later than deadline – must be prior to start date.

Sincerely,

***Name***

***Title***

**COMPANY NAME**

**Terms and conditions of employment**

 **1. Position**
As **Job Title**, you will report to **name of manager and title**, although reporting structures may change from time to time depending upon business requirements. Your duties and responsibilities will be commensurate with the position of **Job Title**.
Given the nature of the Company’s business, your job may evolve and change over time. Accordingly, the Company may re-assign, re-allocate or re-organize your duties and responsibilities as circumstances change.

 **2. Time** **and** **Attention**
You will devote all of your attention, skill and effort to the business on a full-time basis and in compliance with the policies, practices, directions and instructions given to you by the Company from time to time.

 **3. Base** **Salary**
The Company will pay you an annual salary of $ **Salary CAD/yr**. All wages shall be paid to you in accordance with the Company’s payroll policy, as amended from time to time. Salary and performance will be reviewed annually, and any salary increase shall be within the sole discretion of the Company.

 **4. Benefits**
Subject to the terms and conditions of the applicable benefit plan policies, you will be eligible to participate in such group benefit plans as the Company may make available in its sole discretion. The Company may cancel or modify the terms of such benefit plan policies from time to time or change benefit carriers without further notice.

 **5. Vacation**
You will be entitled to vacation pay and vacation time in accordance with the minimum requirements of the applicable employment standards legislation.

 **[OR]**

Subject to the terms and conditions of the Company’s vacation policy, you will be entitled to **15 days** of paid vacation in each calendar year, accrued pro-rata on a monthly basis, to be taken at times agreed upon by you and the Company. Vacation time must accrue before you may use it, except at the sole discretion of the Company. The Company reserves the right to require you to take some or all of the accrued vacation days at any time during scheduled or unscheduled office shut-down periods, at its sole discretion. If any vacation is not taken in a given calendar year, it shall carry over to the first six months of the next calendar year. All carried over vacation days not used within the first six months of the next calendar year will be forfeited to the extent permitted by applicable employment standards legislation.

**6. [ Bonus**

NTD: Include where applicable, with the square brackets removed

 . (a)  You will also be eligible to receive an annual discretionary bonus (the “ **Bonus** ”) as determined by the Company. Payment of the Bonus is subject to individual and Company performance and your achievement of objectives established by the Company.

 . (b)  The Bonus, if any, (i) will be paid following the calendar year, and (ii) is not earned or accrued until the Bonus payout date, and you must be “ **Actively Performing Services** ” for the Company on the Bonus payout date in order to be eligible to receive the Bonus. Under no circumstances should any Bonus be considered part of your salary or other regular employment compensation.

 . (c)  If you give notice of resignation or retirement, you will be deemed to have ceased to be Actively Performing Services for the Company on the date that you give notice of resignation or retirement to the Company. If your employment is terminated by the Company, regardless of whether the termination is for cause or without cause, or lawful or unlawful, you will cease to be Actively Performing Services for the Company on the date specified by the Company in its written notice of termination to you as being your termination date or the date upon which your employment ceases, notwithstanding any notice or pay in lieu of notice to which you might then be entitled. For the avoidance of doubt, and except as may be expressly required by applicable employment standards legislation, you will not be considered to be Actively Performing Services for the Company during any period during which you receive, or claim to be entitled to, any compensatory payments in lieu of notice of termination, and you are not entitled to any damages for Bonus payments in respect of such period whether pursuant to contract, common law or otherwise. **]**

7. **[Option** **to** **Purchase** **Common** **Shares**
NTD: Include where applicable, with the square brackets removed

Subject to approval by the board of directors of the Company, the Company will grant you, pursuant to the Company equity incentive plan (the “ **Plan** ”), an option to purchase **# of Shares** fully-diluted Common Shares in the capital of the Company (the “ **Option** ”). All shares vest monthly over length of vesting period, starting on the day of employment. The grant of the Option to you shall be conditional upon: (a) your continued employment with the Company at the time of grant; (b) you entering into an option agreement with the Company (the “ **Option Agreement** ”), the form of which will be attached to the Plan; and (c) any other terms and conditions set forth in the Plan, your Option Agreement and as may be determined by the board of directors at the time of grant.

 **8. Currency** **and** **Deductions**
The Company may withhold from any amounts payable during your employment such federal, provincial or other taxes as are required to be withheld pursuant to any applicable law or regulation and subject to any deductions or customary contributions to the cost of employee benefits, if any. Unless otherwise specified, all references to amounts in or contemplated by these terms and conditions are to the lawful currency of Canada.

 **9. Expenses**
You will be reimbursed for eligible expenses that are pre-approved in accordance with
the Company’s expense policy.

 **10. Confidentiality** **of** **Information** **and** **Ownership** **of** **Proprietary** **Property**
Your employment is subject to the Confidentiality of Information and Ownership of Proprietary Property Agreement, attached Schedule A, which you agree to execute and deliver to the Company in connection with letter and is incorporated by reference.

 **11. Non-Solicitation**
During the term of your employment with the Company and for a period of **18 months following** the termination of your employment for whatever reason, whether with or without cause or by resignation, you shall not, either directly or indirectly:

 . (a)  offer to hire, hire or recruit (or attempt to do any of the foregoing) any of the employees or consultants of the Company or any of its subsidiaries or encourage any of them to terminate their relationship with the Company or any of its subsidiaries, as the case may be;

 . (b)  solicit, approach, contact, call upon or canvass (or attempt to do any of the foregoing), in connection with any undertaking that is in whole or in part competitive with the business of the Company or its subsidiaries (a “ **Competitive Business** ”), any customer of the Company or any of its subsidiaries to whom, at any time within the 12 month period prior to the termination of your employment with the Company, you, in the course of performing your employment duties (i) had direct and personal contact, or (ii) supervised an employee who had direct and personal contact; or

 . (c) solicit, approach, contact, call upon or canvass (or attempt to do any of the foregoing) any Prospective Customer in connection with a Competitive Business. For the purposes of this employment agreement, “ **Prospective Customer** ” means any person or entity that is not a customer of the Company or any of its subsidiaries but for whom (i) there was an active proposal outstanding by the Company or any of its subsidiaries or on the Company’s or any of its subsidiaries’ behalf within the 12 month period prior to your termination of employment; and (ii) you were personally involved in the preparation or presentation of such proposal.

 **12. Non-Competition**
During the term of your employment with the Company and for a period of **12 months following** the date of termination of your employment for whatever reason, whether with or without cause or by resignation, you shall not within Canada or the United States carry on or be engaged in or be concerned with or interested in, either directly or indirectly, any Competitive Business, provided that you shall be entitled, for investment purposes, to purchase and/or trade shares of a Competitive Business that is listed and posted for trading on a recognized stock exchange, provided that you shall not directly or indirectly, own more than 5% of the issued share capital of any such company or participate in its management or operations or in any advisory capacity.

 **13. Probationary** **Period**
Subject to the other terms of this agreement, the first three months of your employment will be a probationary period, during which time your performance will be assessed and your employment may be terminated at any time without advance notice or pay in lieu of notice, subject only to the requirements of applicable employment standards legislation.

 **14. Termination**

 . (a)  Your employment with the Company may be terminated, without advance notice of termination or pay in lieu of such notice, for cause. You will not be entitled to receive any further compensation or benefits whatsoever other than those amounts which have accrued up to the date of termination of your employment and as may be required by applicable employment standards legislation.

 . (b)  Your employment with the Company may be terminated on a without-cause basis upon providing you with compensation and benefits which have accrued up to the date of termination of your employment and the minimum notice or pay in lieu of notice, severance pay (if any) and continuation of group benefits required by the applicable employment standards legislation. You acknowledge and agree that the provision of such minimum entitlements supersede and replaces any and all rights to reasonable notice of termination that you might otherwise be entitled to under contract or at common law and you expressly waive any rights to such notice. You agree that such payments are deemed conclusively to be reasonable notice of termination and specifically include all amounts owed for termination and/or severance pay arising under any contract, statute, common law or otherwise.

 . (c) You may terminate your employment with the Company by giving the Company at least **# of weeks weeks’** written notice to such effect. You will not be entitled to receive any further compensation or benefits whatsoever other than those amounts which have accrued up to your last day of active service with the Company. Upon providing the Company with written notice of your intent to terminate your employment, the Company reserves the right at any time to waive some or all of the remaining notice period, in which case you agree that the effective date of your termination from employment shall be the last day of active service with the Company.

 **15. Representation** **Regarding** **Restrictive** **Covenants** **or** **Legal** **Obligations**
By signing below, you represent and warrant that you are not bound by any restrictive covenant or other legal obligation with your current employer, any former employer or any other third party that would prevent you from accepting these terms and conditions or that would reasonably interfere with your ability to perform the employment duties and responsibilities contemplated by this letter.

 **16. Representation** **Regarding** **Legal** **Eligibility**
The offer of employment set forth in this agreement is conditional on you being legally eligible to work in Canada. By signing below, you represent and warrant that you are or will be legally eligible to work in Canada for the duration of your employment. In the event that the Company determines at any time that you are or were not eligible, you shall be disqualified from employment, or if your employment has commenced, you may be subject to immediate termination from employment for cause in accordance with the terms of the agreement.

 **17. Entire** **Agreement**
You acknowledge and agree that this letter contains the whole understanding between you and the Company with respect to the subject matter herein and supersedes and replaces all oral or written prior negotiations, representations or agreements. Your agreement to the terms and conditions in this letter have not been induced by, nor do you rely upon or regard as material, any representations or writings whatsoever not incorporated into or made a part of these terms and conditions. You further agree that the terms and conditions cannot be amended, modified or supplemented except by subsequent written agreement signed by you and the Company.

 **18. Governing** **Law**
The terms and conditions of your employment will be governed by and construed in accordance with the laws of the province or territory in which you are employed and the federal laws of Canada applicable in that province or territory.

 **19. Severability**
If, in any jurisdiction, any of these terms and conditions or their application to any party or circumstance is restricted, prohibited or unenforceable, such provision will, as to such jurisdiction, be ineffective only to the extent of such restriction, prohibition or unenforceability without invalidating the remaining terms and conditions and without affecting the validity or enforceability of such provision in any other jurisdiction or without affecting its application to other parties or circumstances.

 **20. Survival** **of** **Obligations**
Upon cessation of your employment under any circumstances whatever, and however and whenever occurring or effected, the terms and conditions that impose obligations upon you that extend beyond the termination of your employment, shall survive and can be enforced by the Company in a court of competent jurisdiction.

To signify your agreement to the above terms and conditions of employment, please sign and date a copy of this letter below and return one complete signed original of this letter to me by no later than **deadline – must be prior to start date.** We look forward to your acceptance of this offer of employment and to working with you.

Yours sincerely,

**Name
Title**

I, Employee Name, have reviewed and agree to the terms and conditions of employment as set out in this letter.

I have had an opportunity to ensure that I clearly understand the terms and conditions of my employment with the Company, and I have had the opportunity to confer with an independent legal advisor if I so wished, in advance of accepting these terms and conditions of employment. I confirm that I have not been induced by the Company to leave any prior employment.

Signature

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Employee nameDate

**SCHEDULE** **A**

**CONFIDENTIALITY** **OF** **INFORMATION** **AND** **OWNERSHIP OF** **PROPRIETARY** **PROPERTY** **AGREEMENT**

**THIS AGREEMENT** is dated effective the date set out on the last page hereof and is between Company Name (the “ **Company** ”) and Employee Name(the employee, consultant, advisor or independent contractor who is referred to in this Agreement as the “ **Worker** ”).

**BACKGROUND:**

1. The Company may give, has given and will give the Worker access to proprietary or confidential information of the Company and its affiliates and subsidiaries (if any) (the “ **Company Group** ”), including information that, by its nature or by the nature of its disclosure, would reasonably be considered to be proprietary or confidential to the Company Group (which information is collectively referred to in this Agreement as “ **Confidential Information** ”). For greater certainty, Confidential Information includes all employee, customer or client personal information, technical data, unpublished know-how, techniques, records, formulae, processes, sketches, photographs, plans, drawings, specifications, samples, reports, manuals, documents, prototypes, hardware, software and other equipment, working materials, findings, inventions and ideas, whether patentable or not, whether they be trade secrets or not and whether they be in written, graphic, oral, electronic or any other form, that are now or hereafter owned, licensed or otherwise acquired by the Company Group.
2. The Worker may develop, conceive, generate or contribute to, in the course of employment or engagement with the Company, alone and/or jointly with others, tangible and intangible property relating to actual or anticipated business and research and development of the Company Group, or that is suggested by or result from work performed for or on behalf of the Company Group, in any fields, which property includes software, hardware, know-how, designs, techniques, documentation and other material regardless of the form or media in or on which it is stored, some or all of which property may be protected by patents, copyrights, trade secrets, trade-marks, industrial designs or mask works or any common law or statutory right anywhere in the world (which tangible and intangible property is collectively referred to in this Agreement as “ **Proprietary Property** ”).

**THEREFORE** , in consideration of the Worker’s employment or engagement with the Company and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Worker, the parties agree as follows:

1. The Worker, both during and after employment or engagement with the Company, shall not disclose or use any Proprietary Property or Confidential Information except in the course of carrying out authorized activities on behalf of the Company or except as expressly authorized by the Company in writing. The Worker may, however, use or disclose:

* (a)   Confidential Information (except personal information) that:  (i) is or becomes public, other than through a breach of this Agreement; or  (ii) is known to the Worker prior to employment or engagement by the Company and with respect to which the Worker does not have any obligation of confidentiality; or
* (b)  Confidential Information that is required to be disclosed, or the disclosure of which to regulators is protected, by law, whether under an order of a court or government tribunal, statutory provision or other legal process, provided that, where such disclosure is required of the Worker, the Worker informs the Company of such requirement as soon as the Worker becomes aware of the requirement and in sufficient time to allow the Company to take such steps as are lawfully available to the Company to avoid or limit such disclosure by the Worker.
1. The Worker, both during and after employment or engagement with the Company, shall not disclose or use any trade secrets, confidential information or proprietary property of a third party obtained by the Worker during the course of or as result of employment or engagement with the Company, except as expressly authorized by the Company or such third party in writing.
2. All right, title and interest in and to Proprietary Property (including the Proprietary Property described in paragraph 6 below), as between the Worker and the Company, belongs to the Company and the Worker has no rights in any such Proprietary Property. For greater certainty, all right, title and interest (including any intellectual property rights) in and to all Proprietary Property that the Worker may acquire in the course of employment or engagement with the Company are hereby assigned to the Company. The Worker agrees to make full disclosure to the Company of and to properly document each development of any Proprietary Property, and to provide written documentation describing such Proprietary Property to the Company, promptly after its creation. At the request and expense of the Company, both during and after employment or engagement with the Company, the Worker shall do all acts necessary and sign all documentation necessary in order to assign all right, title and interest in and to the Proprietary Property to the Company and to enable the Company to register patents, copyrights, trade-marks, mask works, industrial designs and such other protections as the Company deems advisable anywhere in the world. The Worker irrevocably designates and appoints the Company and its duly authorized officers and agents as the Worker’s agent and attorney-in-fact, to act for and in the Worker’s behalf and stead to execute and file any such instruments and papers and to do all other lawfully permitted acts to further the application for, prosecution, issuance, maintenance or transfer of patents, copyrights, trade-marks, mask works, industrial designs and such other protections related to the Proprietary Property. This power of attorney is coupled with an interest and shall not be affected by the Worker’s subsequent incapacity or death.
3. If, during and in the course of employment or engagement with the Company, the Worker develops any Proprietary Property that is protected by copyright, the Worker hereby waives unconditionally any “moral rights” the Worker may have in such Proprietary Property.
4. The Worker, both during and after employment or engagement with the Company, shall not make any unauthorized use of the Company’s computer systems, communications networks, databases or files. The Worker shall adhere to all Company policies regarding the use of such computer systems, communications networks, databases or files.
5. All notes, data, tapes, reference items, sketches, drawings, memoranda, records, documentation and other material regardless of the form or media in or on which it is stored, that is in or comes into the possession or control of the Worker, and that is in any way obtained, conceived, developed, generated or contributed to by the Worker, alone and/or jointly with others during or as a result of the Worker’s employment or engagement with the Company, is and remains Confidential Information and/or Proprietary Property within the meaning of this Agreement.
6. The Worker shall return or destroy, as directed by the Company, Confidential Information or Proprietary Property to the Company upon request by the Company at any time, and upon the cessation of employment or engagement with the Company, regardless of how that cessation occurs. Such return or destruction shall include all originals and all copies of the Confidential Information and Proprietary Property, in whatever medium or form, that is then in the control or possession of the Worker. Upon request by the Company, the Worker shall certify, by way of affidavit or statutory declaration, that all such Confidential Information and Proprietary Property has been returned or destroyed, as applicable. Both during and after employment or engagement with the Company, the Worker shall not make or retain copies of the Confidential Information or Proprietary Property in the Worker’s possession or control, except for the purpose of carrying out authorized activities on behalf of the Company or except as expressly authorized by the Company in writing. For information stored in electronic form:
	* (a)  the Worker shall be deemed to have returned it when the Worker transmits an electronic copy to Company and thereafter destroys it per (b) below; and
	* (b)  the Worker shall be deemed to have destroyed it when the Worker performs a commercially reasonable “delete” function with respect to all of its copies of information, notwithstanding that such information may be forensically recoverable or restored from backups (provided always that if, at any time, the Worker performs or permits such recovery or restoration, the Worker shall treat such recovered or restored information as Confidential Information hereunder at all times).
7. The Worker shall not use unauthorized software on the Company’s equipment during the course of employment or engagement with the Company. Furthermore, the Worker shall not incorporate into or link with the Confidential Information or Proprietary Property, any third-party intellectual property (including third party software, images, works or materials, third party patents or trade secrets, and open source software) without first (a) disclosing same to the Company together with the license therefor from such third party, and (b) receiving authorization from the Company for such incorporation or linkage.
8. During the Worker’s employment or engagement with the Company, the Worker shall not make use of or in any manner communicate to the Company any confidential information of any third party (including former employers of the Worker) that may be in or may come into the Worker’s possession or control, other than confidential information disclosed to the Worker in his, her or its capacity as a representative of the Company.
9. The Worker shall, if requested from time to time by the Company, execute such further agreements as to confidentiality and proprietary rights as the Company requires to protect confidential information or proprietary property.
10. Regardless of any changes in role, responsibilities, compensation or otherwise, including cessation of the Worker’s employment or engagement with the Company (regardless of how that cessation occurs), the Worker shall continue to be subject to the terms and conditions of this Agreement and any other(s) executed pursuant to paragraph 10 above.
11. The Worker’s sole and exclusive remedy for any breach of this Agreement by the Company is limited to monetary damages and the Worker shall not make any claim in respect of any rights to or interest in any Confidential Information or Proprietary Property. The Worker hereby waives, relinquishes and conveys to the Company any and all claims of any nature whatsoever, which the Worker now or hereafter has for infringement of any proprietary rights assigned to the Company. The Worker acknowledges that it would be difficult to compute the monetary loss to the Company arising from a breach or threatened breach of this Agreement by the Worker and that, accordingly, the Company shall be entitled to specific performance, injunctive or other equitable relief in addition to or instead of monetary damages, without the necessity of establishing that monetary damages would be inadequate.
12. The Worker’s employment or engagement with the Company is subject to the terms and conditions of this Agreement. This Agreement shall enure to the benefit of the Company and its successors and assigns and be binding on the Worker and the Worker’s heirs, attorneys, guardians, estate trustees, executors, trustees and permitted assigns.
13. This Agreement is a contract made under and shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable in the Province of Ontario.
14. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, that provision is to be deleted and the other provisions remain in effect and are valid and enforceable to the fullest extent permitted by law.
15. The Worker and the Company each intend and agree that in this Agreement, the terms “ **employment** ” and “ **engagement** ” shall be deemed to include any period of time prior to the Worker’s execution of this Agreement and/or prior to the formal execution of any employment or consulting agreement or contract for services relating to the employment or engagement, during which period of time and in connection with or in contemplation of such employment or engagement, the Worker provided services to or performed work of any kind for the Company Group or for the benefit of the Company Group.
16. The Worker confirms that he or she had the opportunity to confer with an independent legal advisor if he or she so wished, in advance of signing this Agreement. The Worker further confirms that he or she has read this Agreement and the Worker accepts and agrees to be bound by its terms.
17. The headings herein are for convenience only and do not interpret this Agreement, the word “ **including** ” or “ **include** ”, when following any general statement or term, is not to be construed as limiting the general statement or term to the specific items or matters set forth or to similar items or matters, but rather as permitting the general statement or term to refer to all other items or matters that could reasonably fall within its broadest possible scope, and the word “ **or** ” does not imply an exclusive relationship between the matters being connected.
18. The Worker hereby authorizes the Company to notify the Worker’s future employers (or other necessary third parties) of the terms of this Agreement and the Worker’s responsibilities hereunder.
19. This Agreement, and the agreements and other documents required to be delivered pursuant to this Agreement, constitute the entire agreement between the Company and the Worker and set out all the covenants, promises, warranties, representations, conditions and agreements between the Company and the Worker in connection with the subject matter of this Agreement and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, pre-contractual or otherwise.

DATED \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

In the presence of:

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**
Witness Employee Name