

CLANCY & COMPANY LLP

Employment Agreement

This employment agreement (the "Agreement") is between:

Clancy & Company LLP,

having an address of head office at: **3080 Yonge St, Toronto, ON M4N 3N1**

(hereinafter the "**Employer**"); and

your name: _____,

having an address at: _____

(hereinafter the "**Employee**"),

(each of them a "Party", and collectively, the "Parties").

The Employer is of the opinion that the Employee has the necessary qualifications, experience and abilities to assist and benefit the Employer. The Employer wishes to employ the Employee, and the Employee agrees to accept and enter employment upon the terms and conditions set out in this Agreement.

The Parties therefore agree as follows:

1) COMMENCEMENT DATE

The Employee will commence **6 months permanent full-time** employment on _____ (the "**Commencement Date**").

2) EMPLOYMENT

(a) **Position.** The Employer will employ the Employee in the following position: **Data Entry Clerk** (the "**Position**"). In this Position, the Employee will report to the following: **Wasfia Ibrahim**. The Employee will be responsible for the following duties:

- Entering of customer orders;
- Scan all incoming mail;
- Ensuring client files and office records are accurately entered and up to date with all the necessary information;
- Back Scanning – scan all internal documents that were already processed (e.g. processed checks from claims and courier & registered mail waybills);
- Establishing and maintaining quality controls to ensure work accuracy;
- Providing general clerical support in order to ensure the consistently smooth operation of the office;
- Verifying accuracy and sorting information to prepare for computer entry;
- Responsible generating necessary reports and discussing finding with the appropriate colleagues;
- Contacting clients and internal employees via email or phone regarding administrative information;
- Assisting Managers with clerical job tasks and following up with required clients;
- Responsible for the ordering of office supplies while ensuring the necessary supplies are in stock but also being cognizant of a monthly budget;
- Communicate effectively within a team setting and maintain a positive working relationship with your co-workers;
- Other administrative and clerical duties as required.

The Employee will also be responsible for other duties as may be assigned and may arise from time to time.

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(b) Changes. The Employer reserves the right to change the Employee's title and duties as may be determined necessary by the Employer and where the changes would be considered as reasonable in the industry.

(c) Regulations, policies and practices. The Employee agrees to follow the Employer's rules, regulations, policies and practices contained in any applicable policies and procedure manuals, employee manuals, or other written governing documents belonging to and utilized by the Employer and the Employer's company, as well as in this Agreement, including those concerning work schedule, vacation, and sick leave, as they may from time to time be adopted or modified. In case of any dispute or conflict between this Agreement and other written policies and/or procedures owned and utilized by Employer or Employer's company, this Agreement shall govern.

(d) Probationary period. The Employee will be subject to a probationary period of the following duration: 3 months. During this probationary period, the Employer may terminate the employment relationship at any time, for any reason, in the Employer's sole and exclusive discretion, with or without notice.

(e) Training Period. A training period of employment during 5 days work at home. Company will provide you different training tasks. Your employee manager will be your curator and guide you with your tasks. These tasks will help you understand job basics.

3) COMPENSATION

(a) Compensation. The Employer will pay the Employee for the services rendered by the Employee under the terms of this Agreement the following compensation: **\$21 CAD (twenty-one Canadian dollars)** per hour (the "**Compensation**").

(b) Payment. Compensation will be payable to the Employee in the following manner:

every two weeks

(c) Expenses. The Employer will reimburse any expenses arising directly out of the employment, so long as the expenses were authorized prior to being incurred and appropriate receipts were provided to Employer.

(d) Bonus. Any additional remuneration paid to the Employee in the form of bonuses or other similar incentive remuneration will rest in the sole discretion of the Employer, and the Employee will not earn or accrue any right to incentive remuneration by reason of the Employee's employment.

(e) Compensation review. The Compensation will be reviewed monthly.

(f) Training period. The employee will be trained for 4-5 hours a day work at home. Every day the company pay **50 CAD. Training period during 5 days.**

4) OVERTIME

The Employee will be paid for overtime hours according to the following:

hours in overtime of 40 hours in a week are paid 1.5 time the hourly wage of the employee. If the hours are worked on a weekend, the employee is then paid 2 times the hourly wage.

5) BENEFITS

(a) Benefits. The Employer shall provide the Employee with the following benefits of employment: Employee will receive medical and dental insurance; Employee will receive access to a free financial planner; Employee will receive a free health club membership

(b) Changes. The Employer benefits are subject to change, without compensation, upon the Employer providing the Employee with 60 days written notice of that change, and provided that any change to those

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benefits is taken generally with respect to other employees and does not single out the Employee.

6) SCHEDULE

(a) **Work hours.** The Employee's normal hours of work, including breaks, are as follows: Employee will be expected to work 40 hours per week over the days Monday through Friday;

(b) **Additional hours.** The Employee may be required to work additional hours or hours outside of the normal hours of work defined above, as deemed necessary by the Employer, to meet the business needs of the Employer.

7) VACATION

(a) **Amount of vacation.** The Employee is entitled to the following amount of vacation time per year: 4 weeks, or as entitled by law, whichever is greater. The times and dates for any vacation will be determined by mutual agreement between the Employer and the Employee.

(b) **Compensation upon termination.** Upon termination of employment, the Employer will compensate the employee for any unused vacation time.

(c) **Unused vacation.** If the Employee does not take all the vacation time to which the Employee is entitled in one year, the unused vacation time will be dealt in accordance with the legislation in effect in Canada, and with the Employer's policies.

8) PERFORMANCE REVIEW

Employee will be subject to performance review at the following intervals: Weekly.

9) CONFLICT OF INTEREST

During the term of this Agreement, the Employee will not accept work, enter into a contract, or accept an obligation, inconsistent or incompatible with the Employee's duties and obligations under this Agreement. The Employee warrants that, there is no other contract or duty on the Employee's part that conflicts with or is inconsistent with this Agreement.

10) TERMINATION

This Agreement will continue in full effect until terminated by either of the parties as outlined below.

(a) Where there is just cause for termination, the Employer may terminate the Employee's employment without notice.

(b) The Employee and the Employer agree that reasonable and sufficient notice of termination of employment by the Employer is the greater of: 1 month or any minimum required by law.

(c) The Employee may terminate this employment with the Employer by providing the greater of: 1 month and any minimum required by law.

(d) The termination date specified by either the Employee or the Employer may terminate on any day of the month. Upon the termination date, the Employer will pay to the Employee without delay any outstanding portion of the compensation including any accrued vacation and banked time calculated to the termination date.

(e) Once notice has been given by either the Employee or the Employer for any reason, the Employee and the Employer agree to execute their duties and obligations under this Agreement diligently and in good faith through the end of the notice period. The Employer may not make any change to Compensation or any other term or condition of this Agreement between the time the notice is given and the termination date.

11) PROPERTY

If the Employee has obtained any property belonging to the Employer in the course of the employment relationship, the Employee agrees to return such property fully, with no damage thereto, at the termination

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of this Agreement.

12) NON-COMPETITION

Upon termination of this Agreement, the Employee may not engage, directly or indirectly, as proprietor, partner, officer, employee or otherwise, in the same or similar activities as were performed for the Employer in any business within the same city as Employee's business for six months after the termination of this Agreement.

13) NON-SOLICITATION

Upon termination of this Agreement and for a period of six months after termination of this Agreement, the Employee will not:

(I) solicit any individual who is an employee of the Employer to leave such employment, provided that the Employee will not be deemed to have violated this provision if employees of the Company directly contact the Employee regarding employment or respond to general advertisements for employment; and

(II) solicit work from, or be employed by, an Employer's client with whom the Employee has worked or had personal contact.

14) CONFIDENTIAL INFORMATION

(a) "**Confidential Information**" means non-public confidential or proprietary information of the Employer, whether a trade secret or not, disclosed in oral, written or electronic form or otherwise learned by the Employee under this Agreement that should reasonably be known to be confidential or proprietary to the Employer, and copies that the Employee is authorized to make hereunder.

"**Trade Secret**" means a technique or process, a tool, mechanism or compound, a formula, pattern, device or a compilation of information that is used in one's business, only known to its owner and the employees that assisted in making it, which gives the business a competitive advantage.

(b) **Obligations.** Subject to the exceptions described below, during the term of this agreement and until two (2) years after the expiration or termination of this Agreement, the Employee:

(I) may use Confidential Information solely for the purpose of his or her employment with the Employer and for no other purpose;

(II) shall hold Confidential Information in strictest confidence and shall not disclose Confidential Information to others, except for the purpose of performing duties and obligations under this Agreement and to persons who are subject to binding obligations of confidentiality and restricted use at least as protective as those of this Agreement;

(III) shall protect the confidentiality of Confidential Information using at least reasonable efforts and measures; and

(IV) shall notify the Employer as promptly as practicable of any unauthorized use or disclosure of Confidential Information of which the Employee becomes aware.

(c) **Exclusions.** The Employee's obligations under subsection (b) shall not apply to any Confidential Information that:

(I) the Employee knew prior to learning it from the Employer or under this Agreement, as demonstrated by written records predating the date it was learned from the Employer or under this Agreement; or

(II) is now, or becomes in the future, publicly available other than by an act or omission of the Employee; or

(III) a third party rightfully discloses to the Recipient without any confidentiality obligations; or

(IV) the Recipient independently develops, without use of or reference to Confidential Information, as demonstrated by the Recipient's written records.

(d) **Disclosure required by law.** The Recipient may disclose the Discloser's Confidential Information to the extent and to the persons or entities required under applicable governmental law, rule, regulation or

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order provided that the Employee:

(I) first gives prompt written notice of such disclosure requirement to the Employer so as to enable the Employer to seek any limitations on or exemptions from such disclosure requirement, and

(II) reasonably cooperates at the Employer's request in any such efforts by the Employer.

15) ASSIGNMENT

This Agreement is personal to the Employee. The Employee shall not assign any of the Employee's rights or delegate any of the Employee's obligations under this Agreement to any other person, other than by will or succession.

16) ARBITRATION

As the exclusive means of initiating adversarial proceedings to resolve any dispute arising out of this Agreement or termination of the Employee's employment with the Employer, a Party may demand that the dispute be resolved by arbitration in accordance with the arbitration rules, and each Party hereby consents to any such dispute being so resolved. Judgment on any award rendered in any such arbitration may be entered in any court having jurisdiction.

17) GOVERNING LAW

This Agreement will be governed exclusively in accordance with the laws of the Canada, and the laws of Canada in effect in province. For litigation arising from this Agreement, the parties submit to the exclusive jurisdiction of the courts of province, and to any other court having jurisdiction over the party solely to enforce a judgment of a court of province. Neither party may seek to enforce an order that has its origin in any court other than the courts of province.

18) ADVICE OF COUNSEL

The Employee acknowledges having been afforded an opportunity to obtain independent legal advice with respect to this Agreement, and is signing voluntarily with full appreciation of the nature and extent of this Agreement.

19) ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the Parties with respect to the subject matter of this Agreement and supersedes all other understandings, whether written or oral, between the Parties.

20) SEVERABILITY

The Parties acknowledge that if a dispute between the Parties arises out of this Agreement or the subject matter of this Agreement, they would want the court to interpret the Agreement as follows:

(I) with respect to any provision that it holds unenforceable, by modifying that provision to the minimum extent necessary to make it enforceable, or if that modification is not permitted by law, by disregarding that provision;

(II) if an unenforceable provision is modified or disregarded in accordance with the present section, by holding that the rest of the Agreement will remain in effect as written;

(III) by holding that any unenforceable provision will remain as written in any circumstances other than those in which the provision is held to be unenforceable;

(IV) if modifying or disregarding the unenforceable provision would result in a failure of an essential purpose of this Agreement, by holding the entire Agreement unenforceable.

21) NO MODIFICATION

No amendment of this Agreement will be effective unless it is in writing and executed by the Parties.

22) COUNTERPARTS

This Agreement may be executed in counterparts, each of which will be deemed to be an original, and all counterparts together constitute one instrument. Delivery by facsimile or by electronic transmission in portable document format (PDF) of an executed counterpart of this Agreement is as effective as delivery of an originally executed counterpart of this Agreement.

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The Parties are signing this agreement on the date stated in the introductory clause. The Employer will have the right to seize the court to bring the Employee to disciplinary and material liability if the Employee violate the terms of the contract.

We are in agreement with the conditions above.

Clancy & Company LLP.
David Clancy - Managing Director



Employer Signature David Clancy

Employee Full Name _____

Employee Signature _____
