



## **Employment Contract**

---

THIS AGREEMENT, made as of the **2nd day of September , 2019**.

Between:

**Trello**, (referred to as "the Employer")

-- and --

**Arthur MARIOT** of Trello (referred to as "the Employee")

The Employee and the Employer wish to enter into an employment agreement governing the terms and conditions of employment;

THIS AGREEMENT in consideration of the premises and mutual covenants and agreements outlined in this document and for other good and valuable consideration, it is agreed by and between the parties as follows:

### **Term of Employment**

The employment of the Employee shall commence on (Date) and continue for an indefinite term until terminated in accordance with the provisions of this agreement.

### **Probation**

The parties agree that the initial **three (3) month period** of this agreement is "probationary" in the following respects:

- the Employer shall have an opportunity to assess the performance, attitude, skills and other employment-related attributes and characteristics of the Employee;

Templates and policies from HRDownloads.com are provided for clients of our service. Customers may use this document as is, or as a starting point for their own documents. HRDownloads.com assumes no responsibility for the enforcement or effectiveness of its templates and policies. Always consult legal counsel before implementing any new policies or procedures at your organization.

- the Employee shall have an opportunity to learn about both the Employer and the position of employment;

Either party may terminate the employment relationship at any time during the initial three-month period without advance notice or justifiable reason, in which case there will be no continuing obligations of the parties to each other, financial or otherwise. If the employee has not been available to work the full probationary period the length of the probation may be extended at the discretion of the Company.

### **Compensation and Benefits**

In consideration of the services to be provided during the term of employment, the Employee shall be paid a base salary of **\$ 90,000** in equal (State appropriate intervals: weekly or semi-monthly) instalments, less applicable statutory deductions. In addition, the Employee is entitled to receive benefits in accordance with the Employer's standard benefit package and applicable entitlement requirements, as amended from time to time.

### **Duties and Responsibilities**

The Employee shall be employed in the capacity of Sales manager, the current duties and responsibilities of which are set out in Schedule "A", forming part of this agreement. These duties and responsibilities may be amended from time to time in the sole discretion of the Employer, subject to formal notification of same being provided to the Employee.

### **Termination of Employment**

Subsequent to completion of the probationary term of employment referred to previously in this document, the Employer may terminate the employment of the Employee at any time for just cause at common law, in which case the Employee is not entitled to any advance notice of termination or compensation in lieu of notice.

The Employer may terminate the Employee's employment at any time without just cause upon the Employer providing to the Employee the prescribed minimum notice and severance pursuant to the Employment Standards Act or other successor statute as amended and this shall be the maximum notice to which the Employee is entitled either under the statute or at common law.

The Employee may terminate his employment at any time by providing the Employer with at least two (2) weeks advance notice of his/her intention to resign.

Templates and policies from HRDownloads.com are provided for clients of our service. Customers may use this document as is, or as a starting point for their own documents. HRDownloads.com assumes no responsibility for the enforcement or effectiveness of its templates and policies. Always consult legal counsel before implementing any new policies or procedures at your organization.

### **Restrictive Covenant**

Following the termination of the employment of the Employee by the Employer, with or without cause, or the voluntary resignation by the Employee, the Employee shall, for a period of one year following the said termination or voluntary withdrawal, within the Province / Territory of New York City, refrain from either directly or indirectly soliciting or attempting to solicit the business of any client or customer of the Employer for his own benefit or that of any third person or organization, and shall refrain from either directly or indirectly attempting to obtain the withdrawal from the employment by the Employer of any other Employee of the Employer having regard to the same geographic and temporal restrictions. The Employee shall not directly or indirectly divulge any financial information relating to the Employer or any of its affiliates or clients to any person whatsoever.

### **Confidentiality**

The Employee acknowledges that, in the course of performing and fulfilling his/her duties hereunder, he/she may have access to and be entrusted with confidential information concerning the present and contemplated financial status and activities of the Employer, the disclosure of any of which confidential information to competitors of the Employer would be highly detrimental to the interests of the Employer. The Employee further acknowledges and agrees that the right to maintain the confidentiality of such information constitutes a proprietary right which the Employer is entitled to protect. Accordingly, the Employee covenants and agrees with the Employer that he/she will not, during the continuance of this agreement, disclose any of such confidential information to any person, firm or corporation, nor shall he/she use same, except as required in the normal course of his engagement hereunder, and thereafter he/she shall not disclose or make use of the same.

### **Assignment**

This agreement shall be assigned by the Employer to any successor employer and be binding upon the successor employer. The Employer shall ensure that the successor employer shall continue the provisions of this agreement as if it were the original party of the first part.

### **Severability**

Each paragraph of this agreement shall be and remain separate from and independent of and severable from all and any other paragraphs herein except where otherwise indicated by the context of the agreement. The decision or declaration that one or more of the paragraphs are null and void shall have no effect on the remaining paragraphs of this agreement.

Templates and policies from HRDownloads.com are provided for clients of our service. Customers may use this document as is, or as a starting point for their own documents. HRDownloads.com assumes no responsibility for the enforcement or effectiveness of its templates and policies. Always consult legal counsel before implementing any new policies or procedures at your organization.

## **Notice**

Any notice required to be given hereunder shall be deemed to have been properly given if delivered personally or sent by pre-paid registered mail as follows:

To the Employee: 110 avenue d'Ares Bordeaux

To the Employer: Trello, 55 Broadway New York, NY 10006 United States]

And if sent by registered mail shall be deemed to have been received on the 4th business day of uninterrupted postal service following the date of mailing. Either party may change its address for notice at any time, by giving notice to the other party pursuant to the provisions of this agreement.

## **Interpretation of Agreement**

The validity, interpretation, construction and performance of this agreement shall be governed by the Laws of the Province / Territory of New-York City. This agreement shall be interpreted with all necessary changes in gender and in number as the context may require and shall convey to the benefit of and be binding upon the respective successors and assigns of the parties hereto.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed as of the 1st September, 2019.

---

WITNESS (Trello)

---

WITNESS Trello Signature & Date

---

WITNESS Please print name

---

WITNESS Signature & Date

Templates and policies from HRDownloads.com are provided for clients of our service. Customers may use this document as is, or as a starting point for their own documents. HRDownloads.com assumes no responsibility for the enforcement or effectiveness of its templates and policies. Always consult legal counsel before implementing any new policies or procedures at your organization.