

PERSONAL & CONFIDENTIAL

December 14, 2021

Mohamed Azouz

Delivered via E-mail

Dear Mohamed,

Re: Employment Offer

We are pleased to offer you employment with Safran Electronics & Defense Canada Inc. (hereinafter referred to as the "Company"). The terms and conditions of employment are outlined below. Your signature in the space provided on page 3 indicates your acceptance of the Company's offer on these terms and conditions. This Employment Agreement will be reviewed with you from time to time. The Agreement and any amendments thereto may then be confirmed.

This offer will be considered null and void if not accepted by December 21, 2021.

This offer is conditional upon references satisfactory to the Company.

1. **COMMENCEMENT:** Your employment commences **January 10, 2022**.
2. **PROBATIONARY STATUS:** Your employment includes a probationary period of 3 months from your hire date. This period may be extended at the discretion of the Company. During your probationary period, your performance and suitability will be monitored, evaluated and discussed with you by the Company.
3. **DUTIES:** You are to commence employment as a Junior Software Designer (**See Appendix A**). You will report to the Manager, Software. The Company may require you to perform the duties of other positions, or alter or add to the present duties at any time. You shall perform your duties and responsibilities faithfully and devote every effort and your full time and attention during your working hours to the business of the Company. Safran Electronics & Defense Canada reserves the right to amend your position title and or reporting structure.
4. **SALARY:** Your salary is \$73,000.00 per annum, less applicable taxes, payable on a bi-weekly basis. Your salary will be reviewed at performance reviews as per Company procedure.
5. **DAYS AND HOURS OF WORK:** The identified business hours are Monday to Thursday inclusive from 8:00 AM to 5:00 PM, core working hours are 10:00am to 3:00pm, Friday from 8:00 AM to 1:00 PM. Your working schedule is subject to change at the Company's discretion.
6. **VACATION:** You will receive 10 paid vacation days. From ten years up to 20 years of service you will receive 20 paid vacation days. After 20 years of service you will receive 25 paid vacation days. Vacation days must be taken within one year of being earned. Upon termination of your employment for any reason, a payment will be made for any earned vacation not previously taken or a deduction from your wages will be made for any unearned vacation previously taken.

7. **HOLIDAYS:** You will be entitled to paid days for the public holidays as established by provincial legislation.
8. **BENEFITS:** You will be enrolled in the benefit package offered by the Company upon successful completion of your probation period. The Plan includes Dental, Medical and Income Protection as per current agreements with vendors. Further detailed information regarding the benefits package will be provided to you.
9. **PENSION PLAN:** Enrollment in the Company Employee Pension Plan after successful completion of your probation is mandatory, more information regarding this plan will be provided to you.
10. **OTHER RENUMERATION:** You will be eligible to participate in the Company funded gain-sharing program after successful completion of your probationary period and 6 months of active employment. The pay-out structure is currently set between zero to five (0 – 5) percent of base salary and is prorated. This program is applicable to active permanent employees, is not guaranteed and is subject to meeting Company objectives.

After successful completion of your probationary period you will also be eligible to participate in the Company stock sharing program “PEGI.” offered each quarter. Employee contributions are voluntary and are matched sixty (60) percent by the Company up to a dollar maximum. Other terms and conditions apply.

11. **OVERTIME:** You are required to perform the duties assigned to you. Any overtime or time off in lieu of overtime must be pre-authorized by your manager. After approval has been received, you will be given time off in lieu of overtime or paid straight time up to forty-four (44) hours per week and time and one-half for any additional hours worked during a one-week period.
12. **TRANSFERS:** Your employment may be subject to periodic transfers by the Company for training, promotions, job enrichment, or to meet Company needs. The Company will attempt to accommodate the wishes of employees who initiate requests for transfer.
13. **SECURITY CLEARANCE:** As a condition of your continued employment, you must be able to obtain security clearance where required for the work that you are required to perform. Where security clearance cannot be obtained, your employment may be terminated without notice.
14. **OUTSIDE ACTIVITIES:** During the term of this Agreement you will not, without the prior written consent of the Company, directly or indirectly as principal, agent, shareholder, partner, employee or other engage in or be interested in any other business which will require your attendance or attention during the Company's business hours or which is or may be contrary to the interest of, or in competition with, the Company.
15. **CONFIDENTIALITY:** You shall not disclose or use either during or after your employment with the Company any secret or confidential information, or information which in good faith and good conscience ought to be treated as confidential relating to the Company, its employees or its customers without the prior written consent of the Company. As a condition of employment you are required to sign the attached confidentiality/intellectual property agreement. **See Appendix B.**


16. **RULES, REGULATIONS AND POLICIES:** You shall observe all existing and future Company Rules, Regulations and Policies.
17. **TERMINATION:** You will not be entitled to any notice or pay in lieu of notice if your employment is terminated for violation of this Agreement, for failure to perform the services required by this Agreement, for any other cause or in any other circumstance for which no notice or no pay in lieu of notice is required under provincial legislation. If your employment is terminated without cause under circumstances for which notice or pay in lieu of notice is required under provincial legislation, you are entitled to notice or pay in lieu of notice in accordance with provincial legislation. We ask that you give the Company at least twenty working days notice in writing if you voluntarily terminate this Agreement. The parties agree that notice of termination of this agreement or payment in lieu of such notice is inclusive of all notice and severance requirements under provincial legislation including the *Employment Standards Act*. Upon termination of employment you are required to return to the Company all property of the Company including all information and material used, developed or investigated by you during the period of your employment.
18. **SEVERABILITY:** In the event that any provision of this Agreement is determined to be void or unenforceable in full or in part it shall not be deemed to effect or impair the validity of any other provision.

If the described terms are acceptable to you, please sign and date the form of acknowledgment in the designated space below. We welcome you to Safran Electronics & Defense Canada and look forward to a mutually beneficial relationship.

Yours truly,

Jon Novacek
Manager, Engineering
Safran Electronics & Defense Canada Inc.

I have read, understood and had the opportunity to obtain legal advice regarding this Employment Agreement I hereby accept its terms and conditions and acknowledge that this Employment Agreement constitutes my entire agreement with the Company.

Signature:  Date (dd/mm/yy): 20/12/21
Mohamed Azouz

APPENDIX A: Job Description – Junior Software Designer

Reporting to the Software Manager, the Junior Software Designer requires advanced formal engineering or computer science education and training, superior problem solving skills and independent decision-making ability. Responsibilities include, coordinating software development tasks, designing and implementing software systems in a team setting. Systems typically require the analysis, design and development of real-time control algorithms, sensor interfaces, serial and other communications interfaces.

Responsibilities:

- Perform requirement validation and software verification for the application of computer technology in real-time embedded control environment.
- Review source code against detailed design documents, standards and perform analysis, review and testing
- Perform software traceability analysis from system requirements to software design, implementation and verification
- Develop and document formal software test plans, test cases, test procedures and test results
- Develop, deploy and support DO-178 processes, reviews (SOI), verification plans and review checklists
- Analyze, generate and review software life cycle data packages for DO-178 certification
- Perform system and software documentation review and sign off
- Analyze and specify Software Development Environment (SDE), software verification environment, software debugging and profiling tools
- Perform software requirement analysis, software design, software implementation and software verification
- Perform modeling simulation and verification of control algorithms
- Perform software traceability analysis from system requirements to software design, implementation and verification
- Perform and support hardware and software integration and troubleshooting at target level
- Perform activities as assigned by the Software Manager

Qualifications:

- BEng (Software Engineering) or BEng (Computer/ Electrical Engineering), or Bachelor's degree in Computer Science or the equivalent combination of training and experience in multi-disciplines team setting in Software and Engineering Industries
- Ability to develop, design, and test embedded software
- Knowledge and use of C/C++ programming languages
- Knowledge and use of databases
- Knowledge and use of several Integrated software development environment SDE tools and scripting languages (python, etc)
- Exposure to DO-178B processes or equivalent formal certification processes;
- Excellent analytical and problem solving skills
- Strong verbal and written communication and presentation skills
- Exceptional organization skills and able to meet tight deadlines
- Knowledge and use of agile software techniques is an asset
- Model-based software design and implementation methodologies and models (Simulink, SCADE) are assets
- Experience with assembler, DOORS and control theory are assets

APPENDIX B: Confidentiality and Proprietary Property Agreement

In consideration of employment or engagement as an employee, independent contractor or consultant with **SAFRAN ELECTRONICS & DEFENSE CANADA INC.**, (hereinafter referred to as the "Company"), the undersigned (hereinafter referred to as the "Participant") agrees and covenants as follows:

1. Engagement with the Company as an employee, independent contractor or consultant ("Engagement") will give the Participant access to proprietary and confidential information belonging to the Company, its customers, its suppliers and others (the proprietary and confidential information is collectively referred to in this Agreement as "Confidential Information"). Confidential Information includes but is not limited to information concerning services, systems, methods, designs, inventions, developments, engineering data, specifications, formulae, customer lists, marketing plans, proposals, contracts, technical and/or financial information, databases, software, and know-how. All Confidential Information remains the confidential and proprietary information of the Company.
2. As referred to herein, the "Business of the Company" shall relate to the business of the Company as the same is determined by the Board of Directors of the Company from time to time.
3. The Participant may in the course of the Participant's Engagement with the Company conceive, develop or contribute to material or information related to the Business of the Company, including, without limitation, software, technical documentation, ideas, inventions (whether or not patentable), hardware, know-how, marketing plans, designs, techniques, documentation, records, regardless of the form or media, if any, on which such is stored (referred to in this Agreement as "Proprietary Property"). The Company shall exclusively own all Proprietary Property which the Participant conceives, develops or contributes to in the course of the Participant's Engagement with the Company and all intellectual and industrial property and other rights of any kind in or relating to the Proprietary Property, including but not limited to all copyrights, patents, trade secrets and trade-mark rights in or relating to the Proprietary Property and all material or information conceived, developed or contributed to by the Participant outside work hours, on or off the Company's premises or through the use of the Company's property and/or assets shall also be Proprietary Property and be governed by this Agreement if such material or information relates to the Business of the Company. The Participant shall keep full and accurate records accessible at all times to the Company relating to all Proprietary Property and shall promptly disclose and deliver to the Company all Proprietary Property.
4. The Participant shall, both during and after the Participant's Engagement with the Company, keep all Confidential Information and Proprietary Property confidential and shall not use any of it except for the purpose of carrying out authorized activities on behalf of the Company. The Participant may, however, use or disclose Confidential Information which:
 - (i) is or becomes public other than through a breach of this Agreement;
 - (ii) is known to the Participant prior to the date of this Agreement and with respect to which the Participant does not have any obligation of confidentiality; or
 - (iii) is required to be disclosed by law, whether under an order of a court or government tribunal or other legal process, provided that Participant informs the Company of such

requirement in sufficient time to allow the Company to avoid such disclosure by the Participant.

5. The Participant covenants and agrees not to make any unauthorized use whatsoever of or bring onto the Company's premises for the purpose of making any unauthorized use whatsoever of any trade secrets, Confidential Information or Proprietary Property of any third party, including without limitation any trade-marks or copyrighted materials, during the course of the Participant's Engagement with the Company.
6. At the reasonable request and sole expense of the Company, the Participant shall do all reasonable acts necessary and sign all reasonable documentation necessary in order to ensure the Company's ownership of the Proprietary Property, the Confidential Information and all intellectual and industrial property rights and other rights in the same subject to the Company's guidelines, if any, on patents and trade secrets approved by the Board of Directors (the "Company Guidelines"), including but not limited to providing to the Company written assignments of all rights to the Company and any other documents required to enable the Company to document rights to and/or register patents, copyrights, trade-marks, industrial designs and such other protections as the Company considers advisable anywhere in the world.
7. The Participant hereby irrevocably and unconditionally waives all moral rights the Participant may now or in the future have in any Proprietary Property or any Confidential Information.
8. The parties hereto agree that the character, duration and geographical scope of this Agreement are reasonable and necessary in light of the circumstances as they exist on the effective date of this Agreement. If any restriction set forth herein is found by a court of competent jurisdiction to be invalid or unreasonable, then the Participant agrees, and hereby submits, to the geographic scope as shall be deemed reasonable and necessary to assure the Company of the intended benefit hereof.
9. The Participant agrees that the Participant will, if requested from time to time by the Company, execute such further reasonable agreements as to confidentiality and proprietary rights as the Company's customers or suppliers reasonably required to protect Confidential Information or Proprietary Property.
10. Regardless of any changes in position, salary, compensation or otherwise, including without limitation, termination of the Participant's Engagement with the Company, unless otherwise stipulated pursuant to the terms hereof, the Participant will continue to be subject to each of the relevant terms and conditions of this Agreement and any other(s) executed pursuant to the preceding paragraph. Upon termination of the Participant's Engagement with the Company, or at any other time at the Company's request, the Participant agrees to promptly deliver all manuals, letters, notes, notebooks, reports, formula, computer programs and similar items, memorandums, customer lists and all other materials, and all copies thereof in written and electronic format, relating in any way to the Company's Business and in any way obtained by the Participant during the period of Engagement with the Company which is in the Participant's possession or under the Participant's control. The Participant further agrees not to make or retain any copies of the foregoing.
11. The Participant shall return or destroy, as directed by the Company, Confidential Information and Proprietary Property to the Company upon request by the Company at any time. The Participant shall certify, by way of affidavit or statutory declaration that all such Confidential Information and Proprietary Property has been returned or destroyed, as applicable.

12. The Participant agrees that the Participant's sole and exclusive remedy for any breach of this Agreement by the Company will be limited to monetary damages and that the Participant will not make any claim in respect of any rights to or interest in any Confidential Information or Proprietary Property unless otherwise provided for in the Company's Guidelines.
13. The Participant acknowledges that the services provided by the Participant to the Company under this Agreement are unique. The Participant further agrees that irreparable harm may be suffered by the Company in the event of the Participant's breach or threatened breach of any of his or her obligations under this Agreement, and that the Company will be entitled to seek, in addition to any other rights and remedies that it may have at law or equity, a temporary or permanent injunction restraining the Participant from engaging in or continuing any such breach hereof. Any claims asserted by the Participant against the Company shall not constitute a defence in any injunction action, application or motion brought against the Participant by the Company.
14. This Agreement shall be binding upon the Participant whether or not his/her Engagement is terminated for any reason and whether or not validly or for cause.
15. This Agreement is not a contract of employment, and no rights to hire or continuation of employment or to advancement is hereby created. This Agreement supersedes and replaces any prior agreements between the Participant and the Company relating to the same subject matter.
16. This Agreement is governed by the laws of the Province of Ontario and the parties agree to attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario in relation to this Agreement.
17. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deleted and the other provisions shall remain in effect.
18. The Participant has had an opportunity to seek legal advice prior to signing this covenant and agrees that these restrictions are reasonable given the nature of the Company's business.

I have read and understood this Confidentiality and Proprietary Property Agreement and have had the opportunity to obtain legal advice regarding this Agreement. I hereby accept its terms and conditions.

Signature: _____



Mohamed Azouz

Date (dd/mm/yy): 20/12/21