

## EMPLOYMENT CONTRACT

THIS EMPLOYMENT CONTRACT (this "Agreement") dated 2<sup>ND</sup> Day of May 2024.

### BETWEEN:

### PROFESSIONAL IT EXPERTS

Opposite Hudsons Canada's Pub  
602 12 Avenue SW #500  
Calgary, AB T2R 1J3  
Canada

(The "Employer") OF THE FIRST PART - AND -

BHARGAVI KARUTURI,  
Spring Garden Road  
Halifax, NS B3J 1H6  
Canada

(The "Employee")  
OF THE SECOND PART

### BACKGROUND

The Employer is of the opinion that the Employee has the necessary qualifications, experience and abilities to assist and benefit the Employer in its business.

The Employer desires to employ the Employee and the Employee has agreed to accept and enter such employment upon the terms and conditions set out in this Agreement.

In consideration of the matters described above and of the mutual benefits and Obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the parties to this Agreement agree as follows:

### Commencement Date, Job Function and Terms

The Employee will commence Full-time employment with the Employer upon signing these legal documents

The Employee shall be employed as a Junior Dotnet Developer and he/she shall also be required to carry out associated functions as the company may from time to time.

The Employee agrees to be employed on the terms and conditions set out in this Agreement. The Employee agrees to be subject to the general supervision of and act pursuant to the orders, advice and direction of the Employer.

The Employee will perform any and all duties as requested by the Employer that are Reasonable and that are customarily performed by a person holding a similar position in the industry or business of the Employer.

The Employer may make changes to the job title or duties of the Employee where the changes would be considered reasonable for a similar position in the industry or business of the Employer.

The Employee's job title or duties may be changed by agreement and with the approval of both the Employee and the Employer or after a notice period required under law.

The Employee agrees to abide by the Employer's rules, regulations, policies and practices, including those concerning work schedules, vacation and sick leave, as they may from time to time be adopted or modified.



## Employee Compensation

Compensation paid to the Employee for the services rendered by the Employee as required by this Agreement (the "Compensation") will include a wage at the rate of \$50.00 per hour as well as any compensation paid for Overtime Hours. The Employer is entitled to deduct from the Employee's Compensation, or from any other compensation in whatever form, any applicable deductions and remittances as required by law.

The Employee understands and agrees that 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 that the Employee will not earn or accrue any right to incentive remuneration by reason of the Employee's employment.

In cases where Overtime Hours are worked in a period, overtime will be paid as required by law. The Employer will reimburse the Employee for all reasonable expenses, in accordance with the Employer's lawful policies as in effect from time to time, including but not limited to, any travel and entertainment expenses incurred by the Employee in connection with the business of the Employer. Expenses will be paid within a reasonable time after submission of acceptable supporting documentation.

## Place of Work

The Employee's primary place of work will be at the following location: Remote (Home Office).

## Working Hours

The Employee's normal hours of work, including breaks, ("Normal Hours of Work") are as Follows: 9:00am - 5:00pm Monday-Friday

However, the Employee will, on receiving reasonable notice from the Employer, work additional hours and/or hours outside of the Employee's Normal Hours of Work as deemed necessary by the Employer to meet the business needs of the Employer.

## Job Description

- Participate in requirements analysis
- Collaborate with internal teams to produce software design and architecture
- Write clean, scalable code using .NET programming languages
- Test and deploy applications and systems
- Revise, update, refactor and debug code
- Improve existing software
- Develop documentation throughout the software development life cycle (SDLC)
- Serve as an expert on applications and provide technical support

## Employee Benefits

The Employee will be entitled to only those additional benefits that are currently available as described in the lawful provisions of the Employer's employment booklets, manuals, and policy documents or as required by law.

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

For standard benefits (medical, dental, vision, paid time off, RRSP) are only available after 28 days of job commencement.



## **Vacation**

The Employee will be entitled to three weeks of paid vacation each year during the term of this Agreement, 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.

Upon termination of employment, the Employer will compensate the Employee for any accrued but unused vacation.

## **Duty to Devote Full Time**

The Employee agrees to devote full-time efforts, as an employee of the Employer to the employment duties and obligations as described in this Agreement.

## **Conflict of Interest**

During the term of the Employee's active employment with the Employer, it is understood and agreed that any business opportunity relating to or similar to the Employer's actual or reasonably anticipated business opportunities (with the exception of personal investments in less than 5% of the equity of a business, investments in established family businesses, real estate, or investments in stocks and bonds traded on public stock exchanges) coming to the attention of the Employee, is an opportunity belonging to the Employer. Therefore, the Employee will advise the Employer of the opportunity and cannot pursue the opportunity, directly or indirectly, without the written consent of the Employer.

During the term of the Employee's active employment with the Employer, the Employee will not, directly or indirectly, engage or participate in any other business activities that the Employer, in its reasonable discretion, determines to be in conflict with the best interests of the Employer without the written consent of the Employer.

## **Confidential Information**

The Employee acknowledges that, in any position the Employee may hold, in and as a result of the Employee's employment by the Employer, the Employee will, or may, be making use of, acquiring or adding to information which is confidential to the Employer and the Confidential Information is the exclusive property of the Employer.

The Confidential Information will include all data and information relating to the business and management of the Employer, including but not limited to, proprietary and trade secret technology and accounting records to which access is obtained by the Employee,

Including Work Product, Computer Software, Other Proprietary Data, Business Operations, Marketing and Development Operations, and Customer Information.

The Confidential Information will also include any information that has been disclosed by a third party to the Employer and is governed by a non-disclosure agreement entered into between that third party and the Employer.

The Confidential Information will not include information that:

Is generally known in the industry of the Employer;

Is now or subsequently becomes generally available to the public through no wrongful act of the Employee;

Was rightfully in the possession of the Employee prior to the disclosure to the Employee by the Employer;

Is independently created by the Employee without direct or indirect use of the Confidential Information;

Or the Employee rightfully obtains from a third party who has the right to transfer or disclose it.

The Confidential Information will also not include anything developed or produced by the Employee during the Employee's term of employment with the Employer, including but not limited to, any intellectual property, process, design, development, creation, research, invention, know-how, trade name, trade-mark or copyright that: Was developed without the use of equipment, supplies, facility or Confidential Information of the Employer; Was developed entirely on the Employee's own time; Does not result from any work performed by the Employee for the Employer; and Does not relate to any actual or reasonably anticipated business opportunity of the Employer. Duties and Obligations Concerning Confidential Information

The Employee agrees that a material term of the Employee's contract with the Employer is to keep all Confidential Information absolutely confidential and protect its release from the public. The Employee agrees not to divulge, reveal, report or use, for any purpose, any of the Confidential Information which the Employee has obtained or which was disclosed to the Employee by the Employer as a result of the Employee's employment by the Employer. The Employee agrees that if there is any question as to such disclosure then the Employee will seek out senior management of the Employer prior to making any disclosure of the Employer's information that may be covered by this Agreement.

The Employee agrees and acknowledges that the Confidential Information is of a proprietary and confidential nature and that any disclosure of the Confidential Information to a third party in breach of this Agreement cannot be reasonably or adequately compensated for in money damages, would cause irreparable injury to Employer.

## **Start-Up and Training Policy**

Your Training will be a paid training for the duration of 10-14 days after you have been assigned a supervisor. For the first 5 days of your training will be setting up your remote/home office and on the 5th day, your training supervisor will contact you in regards to your orientation and you will meet with your supervisor and some of the team you will be working with around your region, to attend remote workers orientation day and for further qualification verification of

documents as stated in your resume and your payment details that will be used by the account department for payroll analysis.

The final 5 days of your training will comprise of practical job task after your new office equipment have been delivered and setup for you. On completion of your training process you will be required to carry out future job task from your remote/home office with little or no supervision. Due to the Covid 19 Precautions and Regulations, we require you to comply by the Company's Employment procedures.



## Privacy Policy

We treat personal data collected during this recruitment process with utmost confidentiality in accordance with the law and our data protection policy.

Regards,



Emily A. Morgan  
Recruitment Manager Human  
Resources,  
Opposite Hudsons Canada's,  
602 12 Avenue SW #500  
Toronto, ON M5V 2C5  
Canada.

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Signature \_\_\_\_\_

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