



## **Appendix A**

### **GENERAL CONDITIONS OF EMPLOYMENT**

In accepting the offer of employment with Huawei Technologies Canada Co., Ltd. ("**HUAWEI**" or "**Company**"), you, the undersigned ("**Employee**" or "**you**") undertake to be bound by the following terms and conditions of employment which forms part of your Employment Agreement ("**Employment Agreement**"):

#### **1. Company Policies**

You agree that you will review, observe and comply with all of HUAWEI's prevailing Company policies and procedures, rules and regulations, both written and oral, as may be announced or amended by Huawei from time to time. Any breach or non-compliance with Company's policies can result in disciplinary action and/or dismissal.

#### **2. Confidentiality, Proprietary Information, Inventions and Supplementary Employment Agreement ("**Confidentiality Agreement**")**

You agree to sign 'Appendix B - Confidentiality Agreement' which is hereby incorporated and forms an integral part of this Employment Agreement.

#### **3. Business Conduct Guidelines**

Every Employee is expected to conduct his/her business in accordance with high standards of ethics and professional behavior as set out in 'Appendix C - Employee Business Conduct Guidelines' ("**BCG**"), serving the best interests of HUAWEI. You agree to sign and reaffirm the BCG annually. The Employee's personal and/or external interests must not give rise to any conflict of interest between the Employee and HUAWEI.

#### **4. Consent to the Use of Your Personal Information**

You agree and consent (a) to provide all personal information required by Company as part of the hiring process for the purposes of employment including, background screening, creation and maintenance of a personnel file, payroll set-up, creation of secured Company identification cards, benefits administration etc., and (b) to the processing of some of Your personal information by the Human Resources department in Huawei's Head Office located in ShenZhen, People's Republic of China and that it may be accessible to law enforcement and national security authorities of that jurisdiction. Huawei is committed to complying with Canada's Personal Information Protection and Electronic Documents Act ("**PIPEDA**") in providing a comparable level of protection in respect of your personal information. All your personal information will be stored, shared and disposed of in a way that keeps it secure and confidential and in general compliance with PIPEDA.

#### **5. Change to Employment Position**

You agree that HUAWEI may from time to time, change your title, position, duties, responsibilities, compensation, benefits, reporting arrangements, and HUAWEI office location without constituting a repudiation or termination of your employment, constructive dismissal and any changes will be deemed incorporated into your Employment Agreement. Prior to any change, HUAWEI will provide the minimum statutory notice to you in accordance with the Employment Standards Act.



**HUAWEI**

**6. Return of Company Assets**

Any Employee leaving the employment of HUAWEI, for any reason, shall not remove any HUAWEI assets, property, documents, data in any media, including but not limited to, all HUAWEI reports or software, etc., which must be returned to HUAWEI prior to Employee's departure from the Company, and no copies of any HUAWEI confidential information, in any media, are to be kept. Employee also agrees to return all Company property in Employee's possession, including but not limited to cash advances, computers, phones or other property or equipment belonging to the Company. Employee fails to return any Company property on or before Employee's termination date, Employee agrees to have the total value of all unreturned property deducted from Employee's final pay cheque.

You are also obliged to return to us and delete from your home or other personal computer the following:

6.1 All licensed software provided by HUAWEI for your use as an Employee. This could include Adobe Acrobat, Microsoft Office, Lotus Notes or any other programs provided to you by HUAWEI. The governing license agreements make it illegal for you to continue to use such programs following the termination of your employment;

6.2 All electronic documents or databases containing HUAWEI information, intellectual property or work-product. This could include replicated Lotus Notes email databases, reports, spreadsheets, presentations, correspondence etc. All of these items constitute HUAWEI property and are subject to the confidential and non-disclosure obligations you agreed to at the commencement of your employment, which remain binding upon you for a period of ten (10) years following your termination.

**7. Office Hours**

Hours of work are normally 40 hours per week, excluding 30 minutes each day for lunch. You have a degree of flexibility with scheduling at the discretion of your Manager, though normal office hours are between 8:30am to 5:00pm. High tech industry is a dynamic business and work load may vary, and a certain level of overtime is expected to be worked by employees from time to time. Overtime will be compensated in accordance with HUAWEI's prevailing Overtime Policy depending on the position the Employee holds and will be in compliance with the Employment Standards Act.

**8. Salary and Level Review**

It is HUAWEI's policy to review each Employee's salary level once a year, on or around May. The Employee will receive notice of any increase to his or her salary and/or Hay Grade level and any such changes will be deemed to be incorporated into this Employment Agreement.

**9. Employee Development**

Huawei is a strong supporter of professional development and provides career opportunities for the Employee within Huawei. Employee is encouraged to help identify their specific talent and take an active role in their development and focus on their primary interest or activity within their role in Huawei. The professional level system in Huawei may be amended from time to time without prior notice to the Employee.

**10. Security**

Each Employee will take care to ensure the security of the HUAWEI offices. Keys or identity and access keycards that are supplied remain HUAWEI's property and are on loan to you for the duration of your employment and must not be copied and are to be returned upon leaving HUAWEI's employment.



#### **11. Non-Solicitation**

Employee acknowledges, understands and agrees the following:

11.1 That should the Employee leaves the employment of HUAWEI for any reason, the Employee will not hire, or solicit to hire on his/her own behalf or any other person's behalf, any other Employee of HUAWEI, for a period of one year after the Employee leaves the employment of HUAWEI.

11.2 Employee agrees that while employed by or engaged by HUAWEI and for a period of 2 years thereafter, Employee shall not, without the prior written consent of HUAWEI, directly or indirectly solicit, endeavour to solicit, canvass, or otherwise deal with any Customer (as defined below) of Huawei for the purpose of selling or supplying to or purchasing from such Customer any products or services that are competitive with the products or services sold or supplied by HUAWEI. For the purposes of this paragraph, Customer shall mean any person that has done business with HUAWEI within the two years proceeding Employee's last day of employment with Huawei and any person who Employee is aware that Huawei has actively solicited for business in the six months preceding Employee's last day of employment with HUAWEI.

#### **12. Non-Compete**

In consideration of the premises hereof and in further consideration of the Company's promise to disclose to Employee Confidential Information and trade secrets of the Company and the Company's promise to provide Employee with immediate specialized training, and the experience Employee will gain throughout Employee's employment with the Company, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Employee hereby agrees that during the term of Employee's employment, Employee will not, directly or indirectly (a) compete with Company in any province in Canada where the Company is conducting business or (b) participate in the ownership, management, operation, financing, or control of, or be employed by or consult for or otherwise render services to, any person, corporation, firm, or other entity that competes with the Company in any province of Canada where the Company is conducting business, in their similar business as conducted and as proposed to be conducted by the Company.

#### **13. Representations by Employee**

13.1 You acknowledge that no representation or inducement from HUAWEI or any authorized representative of HUAWEI has caused you to forego any other opportunity or to leave your current or previous employment.

13.2 You represent that there are no pending disputes between you and any of your former employers.

13.3 You represent that as an Employee of HUAWEI, your performance of all the terms of this Employment Agreement does not and will not breach any existing agreement or other legal obligations between you and any third parties, including but not limited, any confidentiality obligations or non-competition agreement and you hereby agree not to enter into any agreement, either written or oral, that will conflict with the terms of the Employment Agreement herewith.



**HUAWEI**

**AGREEMENT**

I Bryan Wang have reviewed the terms and conditions set out in this General Conditions of Employment which forms part of the Employment Agreement with Huawei Technologies Canada Co., Ltd. and I acknowledge that I have had the opportunity to seek independent legal advice and/or other advice from my personal advisors and I hereby confirm my acceptance of such Employment Agreement by my signature below.

SIGNED: Bryan Wang

DATE: October 19, 2023