



## EMPLOYMENT AGREEMENT WITH TEMPORARY EMPLOYEES:

### THE PARTIES TO THIS TEMPORARY EMPLOYMENT AGREEMENT ARE:

**[PROPER LEGAL NAME] c.o.b. as *Recruiting in Motion - Recruiting in Motion - North York***

(hereinafter referred to as "the Company")

AND

(The employee will be responsible for advising the Company of any changes to his / her personal details)

Surname: Lo

First Name(s): Kin Hang

(hereinafter referred to as "the Temporary Employee")

Social Insurance number (collected only for payroll purposes): 957520703

Address: 409-2756 Old Leslie Street, North York, Ontario

Phone Number(s):

Email Address(es): hkgkenneth@protonmail.com

437-299-0827

This is NOT a permanent employment contract and under NO circumstances may it be construed as such.

In recognition of the fact the Company operates as a Staffing Agency, the Company seeks to utilize the skill and expertise of the Temporary Employee to provide assistance for the Company's client(s). The nature of the work assigned to the Temporary Employee will be related to the qualifications of the Temporary Employee and, unless otherwise explicitly stated, will be conducted at the location of the Company's clients.

The Temporary Employee will perform work as required and directed from time to time by the Company. The Company is not required to provide any specific number of hours of work, and the Temporary Employee understands that the hours of work may range from full-time, to odd days or weekends, as related to the nature of the work-assignment. The Temporary Employee may be required to work overtime, which dependent on the nature of work performed by the Temporary Employee, may be exempt from overtime entitlements pursuant to the Employment Standards Act, 2000, as amended, or any successor legislation.

In the event the Company wishes to assign work to the Temporary Employee, the Temporary Employee will be provided with: the name of the client as well as any operating or business name of the client (if it is different from the legal name);, their contact information, including its address, telephone number and one or more contact names; as well as, the wage rate, benefits (if applicable);, hours of work, pay period, estimated term of the assignment (if applicable), and a general description of the work. This information will be provided orally at the time it is initially provided, and in writing as soon as practical thereafter.

The Temporary Employee acknowledges and accepts that, if he/she is requested to complete additional assignments with the client that they had provided services to within the past twelve [12] months, it's agreed to do so at the same rate of pay and same employment agreement as the initial assignment, given it's for the same role or of similar level. If a client should reach out to the Temporary Employee directly to extend

the assignment or request the Temporary Employee back on assignment, he/she agrees to inform the Company within twenty-four (24) hours upon the client reaching out to them.

If the Temporary Employee is unavailable for an assignment for three [3] assignments in a row, or six [6] assignments in any three [3] month period, the Temporary Employee will be deemed to have abandoned employment with the Company and the Temporary Employee will not be entitled to any notice of termination, nor pay in lieu of such notice, and severance pay (if applicable) pursuant to contract, statute (including but not limited to applicable Employment Standards legislation), or the common law.

The Company may terminate the Temporary Employee at any time, for just cause pursuant to the common law (willful misconduct and/or willful neglect of duty under statute), without providing the Temporary Employee with notice of termination or termination pay in lieu thereof, benefits continuation (if ever applicable), severance pay (if applicable) or any other compensation whatsoever other than any outstanding wages and vacation pay earned prior to the date of termination, and any other explicit entitlements as may be minimally required in the circumstances of the Temporary Employee's termination by the Employment Standards Act, 2000, as amended, or any successor legislation thereto. The Employee agrees that, in the event that the Company asserts cause for the termination of the Temporary Employee's employment but such cause (or other reason) is not upheld on adjudication, the Temporary Employee's entitlements will be limited to the entitlements set out in the paragraph immediately below.

In the absence of just cause, the Company may terminate the Temporary Employee's employment, with only such minimum amounts for notice of termination or termination pay in lieu thereof, benefits continuation (if ever applicable) and severance pay (if applicable), and any other entitlements as may be minimally prescribed by the Employment Standards Act, 2000, as amended, or any such successor legislation, in the circumstances of the Temporary Employee's termination, such as, any outstanding vacation pay. These entitlements are full and final, and are inclusive of, and will be provided in full satisfaction of, any and all entitlements under the common law or otherwise. In no event will the Temporary Employee be entitled to any amounts of notice or pay in lieu thereof, severance pay, period of benefits continuation or any other entitlements other than what the Employment Standards Act, 2000, as amended, or any such successor legislation, expressly and minimally prescribes in the precise circumstances of the Temporary Employee's termination. At the Company's option, any severance pay owed may be paid to the Temporary Employee in instalments and the Temporary Employee specifically agrees to be paid in this manner should the Company elect to do so. In no event will the Temporary Employee be paid or receive less than his or her minimum entitlements on termination, including the continuation of benefits and vacation pay during the statutory notice period as required under the Employment Standards Act, 2000, as amended (or any successor statute). For greater certainty, the Temporary Employee has no entitlement to reasonable notice of the termination at common law or any other compensation as a result of termination of the Temporary Employee's employment. In the event that the Temporary Employee has not been assigned to perform work for a client of the Company for one week, the Temporary Employee will contact the Company by phone, email, or in writing to advise the Company of the prolonged period of non-assignment. The Temporary Employee will contact the Company at the beginning of each week to confirm availability, and if the Temporary Employee fails to do so, the Temporary Employee will be deemed to be unavailable for work for that week.

The cancellation or completion of an assignment, in and of itself, does not constitute a termination of the Temporary Employee's employment. If the Temporary Employee's employment is to be terminated at the end of an assignment or as a result of the cancellation of an assignment, the Company will so advise the Temporary Employee in writing. The Company shall provide the Temporary Employee with either one (1) week's written notice of termination of assignment, termination of assignment pay or a combination of the two, if:

- i) the assignment employee is assigned to perform work for a client;

- ii) the assignment had an estimated term of three (3) months or more at the time it was offered to the employee; and
- iii) the assignment is terminated before the end of its term.

For clarity, the Company does not have to provide notice of termination of assignment, if the Temporary Employee is offered work with a Client lasting one (1) week or more during the notice period that is reasonable under the circumstances. The Company additionally does not have to provide notice or payment in lieu of notice if there is: wilful misconduct by the Temporary Employee; an unforeseeable event that makes it impossible to perform the assignment; or the assignment is terminated because of a strike or lock-out at the location of the assignment. Should the Company elect to provide the Temporary Employee with pay in lieu of notice of termination of assignment, the amount shall be equal to the wages the Temporary Employee would have earned had the one (1) weeks' notice been provided.

In the event that the Temporary Employee has not been assigned to perform work for a client of the Company for one (1) week, the Temporary Employee will contact the Company by phone, email, or in writing to advise the Company of the prolonged period of non-assignment. The Temporary Employee will contact the Company at the beginning of each week to confirm availability, and if the Temporary Employee fails to do so, the Temporary Employee will be deemed to be unavailable for work for that week.

If the Temporary Employee fails to contact the Company, reporting his or her availability on each week of temporary layoff, the Company subject to the Employment Standards Act, 2000 may, at its sole discretion, deem the Temporary Employee to be unavailable for work during that week of the temporary layoff. Pursuant to section 56 (2) (vi) of the Employment Standards Act, 2000 (or any successor statute), it is hereby understood and agreed that a temporary layoff is not and shall not be considered a termination of employment if the Temporary Employee has been laid off less than 35 weeks in any period of 52 consecutive weeks and the Temporary Employee is recalled before the layoff extends beyond the 35 weeks. The Temporary Employee is considered to be on a week of layoff if they are not assigned by the Company to perform work for a Client of the agency during a week. A week is not counted as a week of layoff (i.e., is an "excluded" week) if, for one or more days, the Temporary Employee:

- i) is not able to work;
- ii) is not available for work;
- iii) refuses an offer by the Company that would not constitute constructive dismissal; or
- iv) is subject to a disciplinary suspension.

The Temporary Employee will at all times abide by the safety rules, regulations and working conditions of the Company and its Clients and maintain the highest standard of professionalism and workmanship in accordance with Company and its Clients policies. Furthermore, the Temporary Employee acknowledges and agrees to comply with and be bound by all applicable Company policies and procedures, as amended from time to time, and the policies and procedures of the Clients the Temporary Employee is assigned to. The Temporary Employee further acknowledges that he or she has been given the opportunity to review the current Company policies and procedures (upon request) prior to executing this agreement.

"Developments" means all inventions, ideas, concepts, designs, improvements, discoveries, modifications, works of authorship and other results which are conceived of, developed by, written, or reduced to practice by the Temporary Employee, alone or jointly with others (including, where applicable, all scripts, models, specifications, source code, design documents, creations, artwork, text, graphics, photos, pictures, and music), whether or not patentable or copyrightable; and "Excluded Developments" means any Development that the Temporary Employee shows to be (i) developed entirely on his or her own time and without the use of any equipment, supplies, facilities, services or confidential information of the client of the Company (the "Client"); (ii) unrelated to the business or affairs of the Client or demonstrably anticipated research or

development of the Client; and (iii) not a result of work performed by the Temporary Employee for the Client.

The Temporary Employee acknowledges that, except for the Excluded Developments, the Client will be the exclusive owner of all Developments made by the Temporary Employee while engaged to provide services to the Client and to all intellectual property rights in and to such Developments. The Temporary Employee hereby assigns all rights, title and interest in and to these Developments and all intellectual property and proprietary rights therein throughout the world to the Client, including without limitation, all trade secrets, patent rights, copyrights, mask works, industrial designs, and any other intellectual property rights in and to each Development, effective at the time each is created. The Temporary Employee irrevocably waives, in favour of Company and its successors and assigns, all moral rights he or she may have in these Developments, such waiver effective at the time of creation.

The Temporary Employee agrees to make full and prompt disclosure to the Client of all Developments, including Excluded Developments, made by the Temporary Employee during the term while engaged to provide services to the Client.

The Temporary Employee agrees to respect and maintain confidentiality with respect to any and all matters related to the business of the Company and the Client(s) to which the Temporary Employee is assigned, which the Company and/or the Client(s) to whom the Temporary Employee is assigned may reasonably treat, consider or designate as confidential. The Temporary Employee understands and accepts that, without limiting any other provision of this Agreement, the Temporary Employee's breach of this obligation shall constitute cause for dismissal, subject to the provisions of the Employment Standards Act, 2000, as amended. Without restricting the generality of the foregoing, the Temporary Employee acknowledges and agrees that "Confidential Information" specifically includes, but is not limited to:

- Private and confidential information belonging or pertaining to the Client(s);
- Lists of other records of past, present and prospective Clients of the Company, regardless of format;
- Any privileged information to which the Temporary Employee may be exposed, including advice the Company or its Client(s) received from professional advisors such as, legal counsel and financial advisors;
- Information contained in the Company's and/or its Client(s) manuals, documents, letters, files, records, memoranda, training materials, promotional materials, plans, contracts, part drawings, concepts, and part sourcing related to intellectual properties, plus proprietary service and software properties and other documents and property belonging to the Company and/or its Client(s), regardless of format, even if such information has not been labelled or otherwise identified as confidential; and
- All other private business and other non-public information regarding the affairs of the Company and its owners, partners, employees, suppliers, contractors and Client(s), to which the Employee may be exposed or have access, or otherwise become aware of as a result of his or her employment.

The Temporary Employee will take all actions as reasonably required by the Company or by the Client to ensure the Client's ownership of the Developments (other than Excluded Developments), including signing documents confirming anything in this section, during and after the time in which the Temporary Employee provides services to the Client.

The Temporary Employee will keep a time sheet and the Temporary Employee will only be remunerated for time worked, and in accordance with applicable Employment Standards legislation. The policies and procedures for the approval and remittance of time sheets will be provided to the Temporary Employee by the Company.



Should the Temporary Employee wish to terminate this contract, he / she will only be entitled to receive pay for the hours that he / she has worked.

As of January 1, 2019, if the Temporary Employee has worked for two (2) consecutive weeks he/she is entitled to 3 (three) unpaid sick days, 3 (three) unpaid family responsibility days and 2 (two) unpaid bereavement leave days. The Temporary Employee will need to communicate days taken off via email to his/her Company representative, stating the day(s) taken off and providing a medical note if required.

In the event that the Temporary Employee and the Company agree in writing to new terms of the Temporary Employee's employment, this agreement will continue to apply but will be read to incorporate the agreed change to the Temporary Employee's terms of employment.

The Company agrees that it will comply with all Employment Standards obligations that it owes to the Temporary Employee. If the Temporary Employee is employed in Ontario, the Temporary Employee acknowledges and agrees that he / she has read the Ontario Employment Standard Information Sheet regarding Temporary Employees set out on the Ontario Employment Standards Website at the following address:

[https://www.labour.gov.on.ca/english/es/pubs/is\\_tha.php](https://www.labour.gov.on.ca/english/es/pubs/is_tha.php)

**PAYMENT:**

\$20.00

The Company will compensate the Temporary Employee for the services at the rate of **per hour** less applicable deductions. The Company will also pay 4% vacation pay in accordance with Employment Standards requirements with each pay. If eligible for overtime pay and overtime pay is earned, it will be paid out in accordance with Employment Standards requirements.

Unless expressly agree to in writing between the parties, the Temporary Employee will not receive any employment benefits, insurance or other coverage, or any other prerequisites from the Company.

The Temporary Employee understands and agrees that this Agreement, and the Company's policies and procedures constitute the full and complete terms of the Agreement between the Company and the Temporary Employee.

This Agreement, combined with the final form of any referenced documents herein, including the aforementioned Company and its Client(s) policies constitute the entire agreement between the Employee and the Company pertaining to the subject matter of this Agreement. This Agreement and the referenced documents herein supersede and replace all prior agreements, if any, written or oral, including any oral representations or promises which may have been made, all of which are of no force or effect.

The Temporary Employee acknowledges receipt of a copy of the Ministry of Labour Employment Standards Poster.

The Employee and the Company agree that any amendments to this Agreement must be made in writing based on mutual agreement. No waiver of any provision of this Agreement will constitute a waiver of any other provision, nor will any waiver of any provision of this Agreement, including a waiver by conduct, constitute a continuing waiver, unless expressly agreed by the parties hereto.

If any provision of this Agreement is determined by a court or tribunal of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such determination shall not impair or affect the validity, legality or enforceability of the remaining provisions hereof and each provision is hereby declared to be separate,





severable and distinct. For greater certainty, any decision or declaration that one or more of the provisions are null and void shall have no effect on the remaining provisions of this Agreement, which shall remain in force.

The Employee agrees that the Company shall have the right to assign this Agreement to any successor (whether direct or indirect, by purchase, amalgamation, arrangement, merger, consolidation or otherwise) to all or substantially all of the business and/or assets of the Company. For greater certainty, you expressly consent to such assignment.

This Agreement and the relationship of the Parties hereto shall be governed by the laws of the Province of Ontario.

By signing below, the Temporary Employee certifies that he or she has read, understood, and agrees to the terms of this agreement. The Temporary Employee also confirms that the name and address set out in this agreement is the Temporary Employee legal name and address.

Signed on this 06 Mar 2023

*Kenneth*

Signature (Mar 6, 2023, 9:07pm)

**TEMPORARY EMPLOYEE**

*Nasim Sanati*

Signature (Mar 6, 2023, 8:59pm)

**AUTHORIZED COMPANY REPRESENTATIVE**

Kin Hang Lo

Print name of Temporary Employee

Nasim Sanati - Recruitment Consultant

Print name and position of Company Signatory



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**Parties involved with this document**

Document processed	Party + Fingerprint
Mon, 6th Mar 2023 20:59:39 GMT	Nasim Sanati - Signer (68f9059288042c8975c7d26b00432dc5)
Mon, 6th Mar 2023 21:07:30 GMT	Kin Hang Lo - Signer (474e3af896fcd0b28086ef8972fc4ede)

**Audit history log**

Date	Action
Wed, 29th Mar 2023 2:26:03 BST	Kin Hang Lo viewed the envelope. (72.137.117.30)
Mon, 6th Mar 2023 21:07:34 GMT	Kin Hang Lo viewed the envelope. (72.137.117.30)
Mon, 6th Mar 2023 21:07:30 GMT	The envelope has been signed by all parties. (72.137.117.30)
Mon, 6th Mar 2023 21:07:30 GMT	Kin Hang Lo signed the envelope. (72.137.117.30)
Mon, 6th Mar 2023 21:06:01 GMT	Kin Hang Lo viewed the envelope. (72.137.117.30)
Mon, 6th Mar 2023 20:59:42 GMT	Kin Hang Lo opened the document email. (185.159.157.24)
Mon, 6th Mar 2023 20:59:41 GMT	Nasim Sanati viewed the envelope. (184.146.213.182)
Mon, 6th Mar 2023 20:59:40 GMT	Document emailed to hkgkenneth@protonmail.com (13.40.57.103)
Mon, 6th Mar 2023 20:59:39 GMT	Sent the envelope to Kin Hang Lo (hkgkenneth@protonmail.com) for signing. (184.146.213.182)
Mon, 6th Mar 2023 20:59:39 GMT	Nasim Sanati signed the envelope. (184.146.213.182)
Mon, 6th Mar 2023 20:58:18 GMT	Nasim Sanati viewed the envelope. (184.146.213.182)
Mon, 6th Mar 2023 20:58:15 GMT	Nasim Sanati opened the document email. (66.249.83.194)
Mon, 6th Mar 2023 20:58:08 GMT	Document emailed to nsanati@recruitinginmotion.com (35.178.188.112)
Mon, 6th Mar 2023 20:58:07 GMT	Sent the envelope to Nasim Sanati (nsanati@recruitinginmotion.com) for signing. (184.146.213.182)
Mon, 6th Mar 2023 20:57:57 GMT	Kin Hang Lo has been assigned to this envelope (184.146.213.182)
Mon, 6th Mar 2023 20:57:57 GMT	Nasim Sanati has been assigned to this envelope (184.146.213.182)
Mon, 6th Mar 2023 20:56:43 GMT	Document generated with fingerprint c6e9aa94751557bb66867fbc84dc4cdb (184.146.213.182)
Mon, 6th Mar 2023 20:56:41 GMT	Envelope generated by Nasim Sanati (184.146.213.182)