

Pulkit Jain
Canada

5 September 2024

Subject: Offer of Employment

Dear Pulkit,

Greetings from Tredence!

We are pleased to offer you the position of **Associate Manager** at **Tredence Canada Inc.**

Your skills and background will be valuable assets to our team. Your start date as mutually agreed will be **23 September 2024**.

TERMS OF EMPLOYMENT

The terms of your employment with the Company are as set forth in the agreement ("**Agreement**") below:

1. Position:

- a) You agree that, to the best of your ability and experience, you will always loyally and conscientiously perform all of the duties and obligations required of you pursuant to the express and implicit terms hereof, and to the reasonable satisfaction of the Company. During the term of your employment, you further agree that (i) you will devote all of your working time and attention to the business of the Company, (ii) the Company will be entitled to all of the benefits and profits arising from or incident to all such work services, (iii) you will not render commercial or professional services of any nature, and shall not work or provide services to any person, organization or other company without the prior written approval of the Company's Board of Directors (the "**Board**"), and (iv) you will not directly or indirectly engage or participate in any business that is competitive in any manner with the business of the Company.



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- b) You will not seek out or take up an offer of employment with a client of the company while providing services for said company for 12 months after completion of work. If Tredence discovers that you engage in such activity, it reserves the right to terminate your employment without notice or pay in lieu of notice.

2. Compensation:

- a) Your **Annual compensation** will be **125,000** CAD.
- (a) **Base pay:** Your annual base pay will be **117,000** CAD, paid bi-monthly, in accordance with the Company's standard payroll practices, less applicable statutory deductions.
- (b) **Variable pay:** You will be eligible to receive variable pay of up to **8,000** CAD, less statutory deductions.
- i. Variable pay is a guaranteed pay component which shall be prorated for your employment period and paid out on a fortnightly basis retrospectively. For e.g; The variable pay for the second fortnight of April will be paid out in the first fortnight of May salary (15th May).
- ii. You will be entitled for variable payout provided you are active on the rolls of the company and not serving notice at the time of payout.

b) **Other Benefits:**

- RRSP employer match equals 100% of the first 3% and 50% of the next 2%
- Medical, Vision and Dental coverage through is available to all Canada based employees and 60% of premiums are covered by Tredence Canada Inc.
- 15 days of vacation per year, accrued on a monthly basis. All vacation time must be approved in advance.

- 3. Changes to Duties, Compensation, Schedule, or Work Location:** If your duties, compensation including benefits, schedule or work location should change during the course of your employment, the validity of this Agreement will not be affected. You acknowledge and agree that changes of this type are possible and may be necessary during your employment and do not constitute constructive dismissal or a termination of this Agreement.

- 4. Work Authorization:** This agreement and your employment with the Company is expressly conditioned upon you being legally authorized to work in Canada at all times during your employment. Should the Company learn that you are not legally authorized to work in Canada for the Company, this Agreement shall



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be deemed void, and your employment will terminate immediately without notice or pay in lieu of notice.

5. Employment Policies and Standards: The Company has developed a series of policies to maintain a safe and enjoyable work environment, which form part of this agreement. During your employment, you agree to follow these policies and any future policies as are introduced by the Company in its sole discretion from time to time.

6. Termination: This agreement and your employment with the Company may be terminated as follows:

(a) **Resignation:** If you resign, please provide the company with four (4) weeks' advance written notice. Your entitlement to remuneration and benefits pursuant to this Agreement shall cease on the effective date of resignation provided in the notice given by you, notwithstanding such waiver of notice by the Company.

(b) **Termination without cause:** The company can terminate your employment at any time for any reason upon providing you with notice, pay in lieu of notice, or a combination of notice and pay in lieu of notice, in the minimum amount set out in the *Employee Standards Act* (Ontario). Providing this termination notice or pay in lieu of notice, will be considered complete satisfaction of all obligations on termination that may be owed to you under any statute, contract or at common law.

The company shall also maintain all your existing benefits until the expiry of the required statutory notice period.

(c) **Termination with cause:** The Company reserves the right to terminate your employment in the event of just cause, without notice or pay in lieu thereof.

(d) **Return of Company property:** Please note that at the end of your employment for any reason, you will be required to return all company property such as keys, key card passes, computers and other devices, confidential information whether in physical or digital form, or other material before your last day of active employment.

7. Equal opportunity organization: We are an equal opportunity organization and do not discriminate based of race, color, religion, gender, age, origin or ancestry, disability, marital status or sexual orientation. Our core values are focused on fostering an environment of diversity and inclusion. We have a zero-tolerance



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policy related to sexual harassment at the workplace. The complaints are taken very seriously, and necessary action is taken by the Company.

- 8. Non-Disparagement:** You agree that you shall not disparage, criticize or defame the Company, its affiliates and their respective affiliates, directors, officers, agents, partners, stockholders or employees, either publicly or privately.
- 9. Non-Solicitation:** You agree that upon the termination of your employment, whether by you or the Company for any reason, for a period of one (1) year thereafter you shall not directly or indirectly:

(a) Communicate with any individual, corporation or other entity which is a customer or a prospective customer of the Company and about which you obtained Confidential Information or with which you did business on the Company's behalf during the 1-year period preceding termination of employment for the purpose of:

- i. entering any business relationship with such prospective customer if the business relationship is competitive with any aspect of the Company's or
- ii. reducing or eliminating the business such prospective customer intends to conduct with the Company

(b) Prospective Customer, refers to an individual, corporation or other entity within the last twelve (12) months of your employment: (i) with whom you communicated directly as an employee of the Company about specific products or services; or (ii) whose dealings with the Company, you coordinated based on a request for proposal or other direct solicitation for information about doing business; or (iii) about whom you obtained confidential information in the ordinary course of business as a result of your association with the Company.

- i. Communicate with any person who has been an employee or contractor of the Company within the one (1) year period prior to the date of termination of your employment and about whom you obtained knowledge or had contact by reason of your employment with the Company for:
 - providing services to any individual, corporation, or entity whose business is competitive with the Company, or
 - leaving the employ of the Company; or
 - ceasing work for the Company at customers of the Company, or



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- refraining from beginning work for the Company at customers of the Company

The prohibitions contained in (i) and (ii) above shall extend to (a) activities undertaken by you directly on your own behalf, and to (b) activities undertaken by you indirectly through any individual, corporation or entity which undertakes such prohibited activities with your assistance.

10. Whistleblowing: At any given point of time in your tenure or once you have quit the organization, you come across any information (misconduct, alleged dishonest or illegal activity occurring in the organization) that jeopardizes the existence of the organization or hampers the organizations goodwill, you are bound to first report the information with the CEO of the Company.

11. Choice of Law: This Agreement shall be governed by the laws of Ontario.

12. Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together will constitute one and the same instrument.

13. Severability: If any provision hereof becomes or is declared by a court of competent jurisdiction to be illegal, unenforceable, or void, this Agreement shall continue in full force and effect without such provision.

14. Acknowledgment: You acknowledge that you have had sufficient time to and have carefully read and fully understand all the provisions of this Agreement, and seek legal advice as you deem necessary, and are knowingly and voluntarily entering into this Agreement.

15. Confidentiality of Terms: You and the Company each agree to follow the Company's strict policy not to disclose, either directly or indirectly, any information, including any of the terms of this Agreement, regarding salary or option allocations to any person, including other employees of the Company; provided, however, that you may discuss such terms with members of your immediate family and any legal, tax or accounting specialists who provide you with individual legal, tax or accounting advice, and the Company may disclose such information as it reasonably deems necessary or advisable (i) to comply with applicable law or (ii) to such directly relevant employees or advisors, each of whom shall be bound by similar confidentiality restrictions.

16. Proprietary Information and Inventions Agreement: Your acceptance of this offer and commencement of employment with the Company is contingent upon you signing and returning a copy of the Company's Proprietary



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Information and Inventions Agreement, a copy of which will be shared with you on your start date.

This letter, along with any agreements relating to proprietary rights between you and the Company, set forth the terms of your employment with the Company and supersede any prior representations or agreements including, but not limited to, any representations made during your recruitment, interviews or pre-employment negotiations, whether written or oral.

The Company reserves the right to change the terms of this agreement at any time by notifying you in writing.

TREDENCE CANADA INC

REKHA NAIR
SENIOR DIRECTOR - HR

PULKIT JAIN

Signed by:

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DATE _____

**Tredence Inc.**

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