

EMPLOYMENT AGREEMENT

**THIS EMPLOYMENT AGREEMENT** (the “**Agreement**”) is entered into by and between Work Together Group Inc. (the “**Employer**”) and [EMPLOYEE NAME] (the “**Employee**”).

**WHEREAS** the Employer desires to employ the Employee on the terms and conditions set forth herein and the Employee desires to be employed by the Employer on such terms and conditions;

**NOW, THEREFORE**, for the consideration set forth herein, the parties agree as follows:

1. Definitions.

In this Agreement, the following terms have the following meanings:

* + 1. “**Confidential Information**” means all information, data, documents, agreements, files and other materials in whatever form including, without limitation, in written, oral, visual or electronic form, which is disclosed or otherwise furnished by the Employer to the Employee in the course of the Employee’s employment, whether or not such information is marked confidential, that relates directly or indirectly to the Employer’s business, clients, customers, products, services, and finances, including, without limitation:
       1. all or any portion of analysis, notations, plans, compilations, reports, forecasts, studies, samples, statistics, summaries, interpretations and other documents created, developed, prepared, received, obtained, or generated or derived from such information, data, documents, agreements, files or other materials by the Employee in connection with the Employee’s employment; and
       2. other information that is marked or otherwise identified as confidential or proprietary, or that would otherwise appear to a reasonable person to be confidential or proprietary in the context and circumstances in which the information is known or used; and
    2. “**Copies**” means copies or records of any Confidential Information in whatever form including without limitation, notations, extracts, analysis, studies, plans, compilations or any other way of representing, recording or recalling information which contains, reflects, or is derived or generated from Confidential Information.

Other terms not specifically defined in this section shall have the meanings given to them elsewhere in this Agreement.

1. Employment.
   1. The Employee shall be employed by the Employer as [JOB TITLE]. The Employee’s duties are set out in the job description, attached as Appendix [NUMBER]], and may be amended by the Employer from time to time.
   2. During the term of the employment, the Employee shall serve the Employer with honesty, good faith and fidelity and shall use the Employee’s best efforts to promote the interests of the Employer. The Employee shall not be employed or engaged in any other business which negatively impacts the Employee’s duties without the written consent of the Employer.
   3. During the term of the employment, the Employee shall diligently perform all duties associated with the employment position and comply with all reasonable and lawful directions given by the Employer to the Employee.
   4. The Employee warrants and represents that the performance of the terms of this Agreement and the employment of the Employee with the Employer do not and will not breach any confidentiality, non-competition, non-solicitation or proprietary rights agreement entered into by the Employee with any third party prior to the Employee's employment with the Employer.
   5. The Employer reserves the right to transfer the Employee to a comparable position at an alternative location, in accordance with the Employer's business needs.
   6. The Employee's normal working hours shall be [TIME] to [TIME] on [DAY] to [DAY], and such additional hours as are necessary for the proper performance of the Employee’s duties. Overtime shall be paid in accordance with the *Employment Standards Act, 2000*, S.O. 2000, c. 41 (the “**ESA**”). The Employer reserves the right to change the Employee's normal working hours, in accordance with the Employer’s business needs.
   7. The Employer reserves the right to place the Employee on a temporary unpaid layoff in accordance with the provisions of the ESA when there is a temporary lack of work, and where, at the time of layoff, Employer expects to recall the Employee to work.
2. Remuneration.
   1. The Employee will be paid solely on a commission basis amounting to [AMOUNT]% of Gross Sales completed by the Employee, less applicable statutory withholdings and deductions. The Employee’s wages will be paid on a biweekly basis in arrears, or in such other manner as the Employer may determine, by direct deposit or cheque.
   2. “**Gross Sales**” means, in respect of sales of loads and orders by the Employer, the gross invoice price charged by the Employer to its customers less any expenses related to the delivery of the services to such customer and less sales taxes and other governmental charges imposed upon the sale by the Employer to such customer (to the extent that such amounts have been included in gross invoice price), and paid by the Employer’s customer.
   3. The Employee will accrue vacation and vacation pay in accordance with the ESA.
3. Termination.
   1. The first four (4) months of the Employee’s employment will be a probationary period (the “**probation period**”). During the probation period, the Employer will evaluate the Employee’s suitability for the position. During the probationary period the Employee’s employment may be terminated at any time, without notice or pay in lieu of notice, if the Employer determines the Employee is unsuitable for the position. If the Employee is terminated during the probation period, the Employee will not be entitled to notice or pay in lieu of notice, except for the minimum notice or pay in lieu of notice required by the ESA, and any other applicable legislation, and any other minimum payments or entitlements required by that statute.
   2. The Employer may terminate the employment of the Employee at any time for just cause, without prior written notice or compensation of any kind except accrued compensation and any minimum payments or other entitlements required in the circumstances by ESA. The term “just cause” includes a material breach of the provisions of this Agreement and any action or omission that may constitute just cause at common law.
   3. The Employer may terminate the employment of the Employee at any time without just cause, or during the probation period without a determination of unsuitability, upon providing the Employee with the minimum notice or pay in lieu required by the ESA. In either scenario, the Employer will also provide the Employee with all other minimum payments or entitlements (beyond notice or pay in lieu) that may be required by the ESA, including severance pay (if applicable) and will continue to make benefit plan contributions to maintain the Employee's benefits for such time as required by the ESA. The principles of mitigation of damages apply to any amounts paid in lieu of notice under this provision, except those minimum amounts required by ESA. This provision shall survive any and all changes to the Employee’s employment (including promotions) and shall apply notwithstanding the Employee’s length of service.
   4. The Employee may resign from employment by providing the Employer with two (2) weeks’ prior written notice. The Employee will continue to provide active service during the resignation notice period unless the Employer waives the requirement for active employment, either in whole or in part. Upon the effective date of resignation, the Employee will not be entitled to any compensation or damages except for unpaid earned compensation and unpaid accrued vacation pay.
4. Confidentiality and Non-Disclosure.
   1. The Employee shall only use the Confidential Information or Copies for the purpose of the Employee’s employment and shall not directly or indirectly, either during the employment or at any time after termination of the employment, howsoever arising:
      1. use any Confidential Information or make or use any Copies for the Employee’s own benefit or purposes, or for the benefit or purposes of any other person, company or organization whatsoever; or
      2. disclose any Confidential Information or Copies to any person, company or other organization whatsoever.
   2. The restrictions in Section 5.1 do not apply to any Confidential Information which:
      1. is or becomes generally available to and known by the public, other than as a result of the Employee's unauthorized disclosure or material breach of this Agreement;
      2. was already in the Employee’s possession or available to the Employee on a non-confidential basis before the Employee's employment commenced; or
      3. has been or is independently developed by the Employee without violating any of the obligations under this Agreement or without use of, or reference to, the Confidential Information or Copies.
   3. The Employee shall be responsible for protecting the confidentiality of the Confidential Information and shall:
      1. keep the Confidential Information and Copies strictly confidential as long as they remain confidential;
      2. use the Employee’s best efforts to prevent the use or communication of any Confidential Information or Copies by any person, company or organization (except for the purpose of the Employee’s employment, or as authorized by the Employer); and
      3. inform the Employer immediately on becoming aware or suspecting that any unauthorized person, company or organization knows or has used any Confidential Information or Copies.
   4. If, either during or after the Employee’s employment, the Employee is compelled or required to disclose any Confidential Information or Copies by law or court order or pursuant to any requirement, request or process of any legal, regulatory or governmental authority, the Employee shall:
      1. give the Employer immediate prior written notice of such requirement, request or process so that the Employer may seek an appropriate protective order or other remedy; and
      2. cooperate with the Employer to obtain such protective order or other remedy.
   5. All Confidential Information and Copies are the property of the Employer. On termination of the Employee’s employment, or at the request of the Employer at any time during the Employee’s employment, the Employee shall:
      1. within two (2) days return all Confidential Information and Copies to the Employer;
      2. within two (2) days irretrievably delete and destroy any and all Confidential Information and Copies stored on any electronic means of storage, including personal computer networks, personal email accounts or personal accounts on websites, and all matter derived from such sources which is in the Employee's possession or under the Employee's control; and
      3. within ten (10) days of the termination of the Employee’s employment or the Employer’s request, certify by affidavit or statutory declaration to the reasonable satisfaction of the Employer that the Employee has complied fully with the Employee's obligations under this clause.
5. Proprietary Ownership of Intellectual Property.
   1. The Employee acknowledges and agrees that all rights, title and interest in any intellectual property, and any improvements thereto, that the Employee conceives, develops, invents, authors, creates or contributes to the creation or improvement of, in whole or in part, during the term of the Employee’s employment are, will be and shall remain the exclusive property of the Employer.
   2. The Employee agrees to:
      1. immediately disclose to the Employer in writing all intellectual property that the Employee conceives, develops, invents, authors, creates or contributes to the creation or improvement of, in whole or in part, during the term of the Employee's employment;
      2. assign to the Employer any right, title or interest the Employee has or may have in the future in such intellectual property that the Employee conceives, develops, invents, authors, creates or contributes to the creation or improvement of, in whole or in part, any form of intellectual property; and
      3. irrevocably and unconditionally waive and not assert any and all moral rights that the Employee may now have or may have in the future to any such intellectual property.

1. Non-Solicitation Obligations.
   1. Definitions. In this section, the following terms have the following meanings:
      1. “**Business**” means the business of a brokerage in the industry of transportation and logistics such as was carried on by the Employer during the period of the Employee’s employment;
      2. “**Customer**” means a customer or client of the Employer at the date of the termination of Employee’s employment and that is a customer or client of the Employer at the time of any direct or indirect post-termination solicitation by the Employee;
      3. “**employee of the Employer**” means an employee who is employed by the Employer at the date of the termination of the Employee’s employment;
      4. “**Geographic Area**” means the geographic area of the Greater Toronto Area in which the Employer carried on business;
      5. “**Prospective Customer**” means a potential customer that the Employee pursued or contacted or was negotiating with, on behalf of the Employer for the purpose of the Business, at any time within the one month preceding the termination of the Employee’s employment, and with whom the Employer has not ceased such pursuit, contact or negotiations as of the date of the termination of the Employee’s employment and as of the date of the Employee’s direct or indirect post-termination solicitation; and
      6. “**Supplier**”means a supplier or independent contractor who is contracted with the Employer to supply goods or services.
   2. The Employee agrees that during the Employee’s employment and for twenty-four (24) months after termination of the Employee’s employment, the Employee shall not without the prior written authorization of the Employer, either directly or indirectly, on the Employee’s own behalf or on the behalf of any other person, firm or business identity, recruit, solicit, persuade or otherwise induce or attempt to recruit, solicit, persuade or induce any Supplier or any person who is an employee of the Employer to terminate their Supplier contract or contract of employment with the Employer.
   3. The Employee agrees that during the Employee’s employment and for twenty-four (24) months after termination of the Employee’s employment, the Employee shall not without the prior written authorization of the Employer, either directly or indirectly, on the Employee’s own behalf or on the behalf of any other person, firm or business identity, solicit Business in the Geographic Area from any Customer or Prospective Customer of the Employer.
   4. The Employee agrees that during the Employee’s employment and for twenty-four (24) months after termination of the Employee’s employment, the Employee shall not without the prior written authorization of the Employer, within the Geographic Area, either directly or indirectly, on the Employee’s own behalf or on the behalf of any other person, firm or business identity, solicit services from any Supplier of the Employer that are similar to the goods or services supplied to the Employer.
   5. The Employee agrees that during the Employee’s employment and for twenty-four (24) months after termination of the Employee’s employment, the Employee shall not without the prior written authorization of the Employer, either directly or indirectly, on the Employee’s own behalf or on the behalf of any other person, firm or business identity, within the Geographic Area, be engaged in, concerned with or interested in any company or business entity that is engaged in Business competitive to the Employer.
   6. This section shall not be construed so as to restrict the Employee’s right to accept employment with or to engage in any business that is not competitive with the Business of the Employer.
2. Survival. The Employee’s obligations set out in Sections 5, 6 and 7 shall survive and remain in effect, notwithstanding any changes to the terms of the Employee’s employment or the termination of the Employee’s employment, whether the termination is initiated by the Employee, by the Employer on a with or without cause basis, or by mutual agreement, or whether the termination is lawful or unlawful.
3. Notices. Any notice or other communication under this Agreement shall be in writing and delivered either personally, by email (with confirmation of transmission)], or by registered mail (postage prepaid). Delivery of a notice or communication shall be made:

|  |  |  |
| --- | --- | --- |
| To the Employer at: | [ADDRESS] | |
|  | Email: | [EMAIL ADDRESS] |
|  | Attention: | Harry Bajwa |
| To the Employee at: | [ADDRESS] | |
|  | Email: | [EMAIL ADDRESS] |
|  | Attention: | [EMPLOYEE NAME] |

If delivered personally or by courier service, a notice or communication shall be deemed to have been received on the date of delivery. If sent by registered mail, a notice or communication shall be deemed to have been received on the fourth (4th) day following the date of mailing. If sent by email of a PDF document, a notice or communication shall be deemed to have been received on the date of transmission, provided that if the date of transmission is not a business day, then it shall be deemed to have been received on the following business day.

Either party to this Agreement may designate a change in address or other contact information by providing notice to the other pursuant to this section.

1. Successors and Assigns. This Agreement enures to the benefit of the Employer and its respective affiliates, subsidiaries and parent companies and each of their respective successors. This Agreement and its non-solicitation, intellectual property rights, confidentiality and non-disclosure obligations are personal to the Employee and shall not be subject to voluntary or involuntary assignment or transfer by the Employee.
2. Remedies. The Employee acknowledges and agrees that monetary damages might not be a sufficient remedy for any breach of this Agreement by the Employee and that, in addition to all other remedies available at law, the Employer shall be entitled to seek injunctive or other equitable relief as a remedy for any such breach.
3. Interpretation.
   1. The paragraphs of this Agreement are separate and distinct covenants, severable from each other. If a covenant is determined to be invalid or unenforceable, such invalidity or unenforceability shall apply to the covenant only to the extent of that invalidity or unenforceability and shall not affect the validity or enforceability of any other covenant.
   2. For the purposes of this Agreement, words in the singular include the plural, words in the plural include the singular, words importing the use of any gender include all genders where the context or party referred to require, and the rest of the provision is to be construed as if the necessary grammatical and terminological changes had been made.
   3. The headings in this Agreement identifying various sections, paragraphs, subsections and clauses are inserted for convenience or reference only and are in no way intended to describe, interpret, define, affect the construction of or limit the scope, extent or intent of this Agreement or any provision of this Agreement.
   4. This Agreement and any documents incorporated herein by reference constitute the entire agreement of the parties regarding the employment of the Employee by the Employer and supersedes all prior written or oral agreements, negotiations or representations between the parties, including any pre-employment discussions and interviews.
   5. Any amendment to this Agreement must be in writing and executed by both parties. No waiver of any provision in this Agreement shall be deemed or constitute a waiver of any other provision.
   6. This Agreement and all matters arising out of or relating to this Agreement are governed by, and construed in accordance with, the laws of the Province of Ontario, and the federal laws of Canada applicable in that province and the parties agree and attorn to the exclusive jurisdiction of the courts of the Province of Ontario in relation to the enforcement of this Agreement.
   7. Nothing in this Agreement shall be interpreted so as to limit any obligations owing by the Employee to the Employer as a matter of common law.
4. Independent Legal Advice. The Employee acknowledges that the Employer has provided the Employee with a reasonable opportunity to obtain independent legal advice regarding this Agreement, and that the Employee has reviewed and understands its terms.

[-*signature page follows-*]

**I HAVE READ AND FULLY UNDERSTAND THIS AGREEMENT OF EMPLOYMENT AND I FULLY ACCEPT EMPLOYMENT WITH CANUCK EXPRESS LTD. ON ALL OF THE TERMS OF THIS AGREEMENT. I ACKNOWLEDGE THAT CANUCK EXPRESS LTD. HAS PROVIDED ME WITH A REASONABLE OPPORTUNITY TO OBTAIN INDEPENDENT LEGAL ADVICE REGARDING THIS AGREEMENT.  
  
IN WITNESS WHEREOF**, the Employee, [EMPLOYEE NAME], has executed this Agreement this day of [DATE], in the City of [CITY NAME], in the Province of Ontario.

|  |  |
| --- | --- |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Witness | [EMPLOYEE NAME] |

**IN WITNESS WHEREOF**, the Employer, Work Together Group Inc., by its duly authorized representative, has executed this Agreement this day of [DATE], in the City of [CITY], in the Province of Ontario.

|  |  |
| --- | --- |
| **WORK TOGETHER GROUP INC.** | |
| By: |  |
|  | Name: |
|  | Title: Chief Executive Officer  *I have the ability to bind the Corporation* |

**Schedule “A”**

**Job Description**

The Employee shall provide the Employer with the following duties:

1. Compliance with all standard operating procedures as outlined in any Client manual, and as explained during the Client’s orientation.
2. Accurate and timely completion of additional paperwork, as required by the Client’s customers, and by the Client’s standard operating procedures.
3. Contact potential customers through cold calls and emails.
4. Present Client to potential customers.
5. Identify customer needs and suggest appropriate services.
6. Customize product solutions to increase customer satisfaction.
7. Proactively seek new business opportunities in the market.
8. Report to the Manager on weekly sales results.
9. Build long-term trusting relationships with customers.
10. Compliance with all applicable laws.
11. [Harry to amend/add].