



1920 Yonge Street
4th Floor
Toronto ON M4S 3E2

September 25, 2019

Toronto, Ontario

Dear _____
Re: Employment Agreement

We are pleased to offer you employment with S&P Data as a Telesales Representative effective **September 25, 2019**. This offer is also conditional upon verification of your full employment and education backgrounds and histories from any source and of all data provided on your resume and/or application, and completion to the satisfaction of S&P Data of any criminal record, credit, and driver record searches. Your employment is for an indefinite term subject to termination pursuant to the terms set out in this Agreement. The terms and conditions of this offer are outlined below. You acknowledge and agree that S&P Data has the right to make and amend its existing policies and to establish new policies from time to time regarding its employees. You further acknowledge and agree that you shall be bound by such policies and rules as they may be amended from time to time. Your signature in the space provided indicates your acceptance of our offer of employment on these terms and conditions.

Upon Your employment start date, your starting wage is the equivalent of **\$16.00** per hour during active employment payable on a pro rated basis biweekly in arrears by direct deposit. Your performance will be reviewed during your probationary period and annually thereafter on or about your anniversary date. Overall performance of your duties and responsibilities, as well as the health of S&P Data from year to year, will determine salary adjustments, if any.

Your employment includes a probationary period of three (3) months. This period will provide an opportunity for both S&P Data and you to decide if the relationship is mutually agreeable. If S&P Data concludes that you are not fully suitable for the position, or unable to properly carry out any of your duties, we may terminate your employment at any time during the probationary period without cause, notice or pay in lieu of notice.

We try to avoid any interruption in our employment relationship. However, from time to time, economic or other business conditions may require that we place you on a temporary lay-off at the company's sole and absolute discretion. You acknowledge and agree that such temporary lay-offs, so long as they are in accordance with the *Ontario Employment Standards Act, 2000*, as amended, shall not constitute a termination of your employment.

There may be times that due to short notice of changes to a campaign or other circumstances that it is not possible to give reasonable notice of changes to a shift, delay in start or end date or time, or cancellation to a program. Every effort will be made to give reasonable notice based on the contact information given or provide alternate work based on program availability. In the event that a shift must end or cannot begin before its regularly scheduled time due to systems problem, lack of leads, low call volume, emergency, etc., employees will be sent home early. When an employee is required to report to work, but works less than three hours, he or she will be paid in accordance with the *Ontario Employment Standards Act, 2000*, as amended.

Your duties and responsibilities shall include, but not be limited to, those set out in the attached Job Description.

Since we believe that the continued success of S&P Data is dependant upon the outstanding performance of its employees, we regard acceptable performance to S&P Data's standards as a minimum criterion for employment with us. Therefore, you agree to provide and perform your duties and services to S&P Data in a faithful and diligent manner, to the best of your ability, and on a full-time basis. You also agree to devote your full attention, skill and effort to our business in compliance with the policies, directions and instructions given to you by S&P Data. Any other business activity in any capacity is not allowed unless previously approved in writing by S&P Data, which approval will not be unreasonably withheld. Exception to this policy will not be made if S&P Data believes such outside work could, in any way, interfere with your performance or responsibilities or such participation could constitute a conflict of interest. Use of company time or resources for other matters or conflicts of interest is prohibited and grounds for immediate dismissal for cause.

The constantly changing nature of our business and our desire to remain competitive requires us to maintain flexibility. Please understand that S&P Data may reasonably alter your duties and responsibilities from time to time as well as the location at which you provide them and such addition, reduction, alteration or geographical change shall not constitute constructive dismissal. In addition, you must understand that S&P Data requires that our employees meet certain expected standards of performance and adhere to S&P Data's rules, procedures and policies, and you agree that failure to do so may result in disciplinary action being taken which may include suspension without pay and/or termination of employment.

Upon completion of one year of service, you are entitled and encouraged to take two weeks' vacation with vacation pay calculated at four percent (4%) of your annual wages (excluding vacation pay), or any greater amount which may be prescribed by the Ontario *Employment Standards Act, 2000*, as amended. Vacation time must be taken by March 31 of the next calendar year. By signing this Agreement you acknowledge and agree that your vacation pay will be accrued on a bi-weekly basis and paid out upon you taking approved vacation time. You will become eligible to take any accrued vacation time after 90 days of employment. Employees must request approval from Management to take vacation in writing and not less than one month prior to the proposed commencement date.

Membership in the Employer's Benefit Plan is mandatory and a condition of employment for all full-time employees. After successfully completing nine month's of continuous employment, you are required to participate in our group Benefits Plan, as amended from time to time. All plans are governed and shall be interpreted by their written terms. You acknowledge and agree to have a portion of the benefit premium deducted from each biweekly payroll. In order to enrol in the Group Benefit Health and Dental program, you must be actively at work. Coverage is voided if there is any material misrepresentation or non-disclosure of the facts.

You acknowledge that in the course of carrying out, performing and fulfilling your duties under this Agreement, you may have access to and may be entrusted with detailed confidential information and secrets concerning the business, operations, products, services, affairs, financial position, or clients of S&P Data or any company with which S&P Data is or may hereafter be affiliated. Please understand that the disclosure of such detailed confidential information and secrets to the general public will be highly detrimental to the interests of S&P Data. You should also understand that all such confidential information is the exclusive property of S&P Data, and that such property is held by you in trust for S&P Data and for our sole and exclusive benefit.

It is a requirement that you not disclose any secrets or confidential information, or information which in good faith and good conscience ought to be treated as confidential, of which you have become aware in the course of your employment relating to S&P Data or any company with which S&P Data is or may hereafter be affiliated, at any time during the continuation of your employment or at any time thereafter except as specifically authorized by S&P Data.

Your employment may be terminated in the following manner:

- (a) by the Employee for any reason by giving the Employer a minimum of two weeks' notice of the termination. Upon receipt of such written notice the Employer may, in its sole discretion, elect to waive this notice in whole or in part;
- (b) by the Employer, without notice and without payment in lieu of such notice, for any material breach of this Agreement or for just cause; or
- (c) by the Employer, subsequent to the first three months of the Probation Period, without just cause, on providing notice of termination, or pay in lieu of notice of termination with benefits continuation and vacation pay or a combination of both, and severance pay (if applicable) in accordance with the minimum notice of termination and severance pay entitlements as set out in the Ontario *Employment Standards Act, 2000*, as amended from time to time.

The minimum provisions of the Ontario *Employment Standards Act, 2000*, monetary and otherwise, as they may from time to time be amended, are deemed to be incorporated herein and shall prevail if greater.

The Employee acknowledges and agrees that the provision of notice or pay in lieu of notice in accordance with the paragraphs above constitutes complete and final satisfaction of any amounts owing to the Employee on account of notice of termination or severance pay under statute or at common law.

In the event that the Employee is found by a court of competent jurisdiction to have been constructively dismissed by the Employer, or that the Employer did not have cause to terminate the Employee's employment, any entitlement to payment in lieu of notice shall be limited to the amounts noted in paragraph (c) above.

Upon termination, howsoever caused, you shall surrender to a representative of S&P Data, all property of any kind belonging to S&P Data that may be in your possession at such time, including but not limited to, all files, records, keys, telephone headsets, access cards, manuals, correspondence, monies, supplies and employee lists.

If any covenant or provision contained herein is determined to be void or unenforceable in whole or in part, such covenant or provision shall be deemed not to affect or impair the validity of any other covenant or provision contained herein.

This Agreement is made and shall be performed, construed and enforced exclusively in accordance with the laws of the Province of Ontario.

The Employer has an accommodation process in place that provides accommodations for employees with disabilities. If a specific accommodation is required because of a disability or a medical need, please contact **Craig Falconer** to ensure that the appropriate accommodations are in place before employment starts.

This Agreement shall ensure to the benefit of S&P Data's successors and assigns. You may not assign the performance required by you in this Agreement to another party.

This Agreement contains the entire understanding and agreement between us and replaces any other oral or written negotiations between us relating to our employment relationship.

We encourage you to take this Agreement away with you and to consider it with your advisors should you deem it necessary. Please return a signed copy of the Agreement to us prior to your starting date.

If the described terms and conditions are acceptable to you, after discussions with your advisors should you feel it necessary, please sign the form of acknowledgment in the designated space on the copy provided, and return it to us at your earliest opportunity.

We welcome you to the employment of S&P Data and look forward to a mutually rewarding relationship.

Yours truly,

S&P Data
Craig Falconer
Human Resources Business Partner

Please place a check mark in the appropriate space below:

- ☐ I have obtained independent legal advice regarding the terms and conditions of this Agreement.
- ☐ I acknowledge having been given an opportunity to obtain independent legal advice regarding the terms and conditions of this Agreement, but I have chosen not to do so.

I have read, considered, understood and hereby accept the employment offer on the terms and conditions contained in this letter. In particular, I understand that in the event of the termination of my employment, my entitlements will be limited to those specified in this Agreement and that my obligations regarding confidential information are reasonable and survive the termination of my employment. I am executing this Agreement freely and voluntarily with full understanding of its contents.

DATED:

WITNESS:

SIGNATURE:

