



March 22, 2018

**PERSONAL AND CONFIDENTIAL**

OSL Retail Services  
2475 Skymark Avenue, Unit 4,  
Mississauga, ON  
L4W 4Y6

Akashdeep Singh Khalsa  
503 Gordon Rd  
Saskatoon, SK  
S7T 0A7

Dear Akashdeep,

We are pleased to make you an offer of employment in the position of **Part Time Sales Associate, Bike Crew** with OSL Retail Services Inc. (the "Company") commencing work on March 23<sup>rd</sup>, 2018.

The job specific terms and conditions of your employment are detailed below. Please review the following agreement carefully.

If you accept this offer of employment (including any attachments and/or appendices), it will form a contract of service between you and the Company, and will replace and supersede any other prior written or oral contract agreements.

**Hours of Work**

You will receive your Thursday, Friday, Saturday and Sunday work schedule in advance, and the Company may seek your input and/or consider your preferences in preparing the work schedule. However, the company will have the final say on your work schedule, you will not be guaranteed any minimum or maximum number of hours, and you will not be guaranteed to work any specific or preferred hours or days of the week. Due to the nature of the work, you must be available and prepared to work each and every Thursday, Friday, Saturday and Sunday during your employment. It is a requirement and condition of your employment with the Company in this position that you will be flexible and available to work such hours.

Should you be absent from work for any reason, you are required to notify your Manager a minimum of 2 hours prior to the start of your schedule shift, and on any subsequent days, unless the Company determines and specifically informs you that different reporting requirements will apply.

NOTE: It is the expectation of the company that all employees are on the floor, ready to sell, clocked in and dressed appropriately at the starting time of their shift.

**Wages**

You will receive a gross hourly rate of \$ 13.00 per hour of work, paid according to the published pay



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schedule; and deposited directly into your account, less all applicable taxes & deductions required by law. All employees are paid two weeks in arrears.

**Payroll Self-Service**

By signing below, you agree to enroll in the company's payroll self-service program, which involves receiving your pay statements and tax slips electronically.

**Banking Information**

You agree to provide the company with proof of your direct deposit banking information; should you change this account information it is your responsibility to notify the Company. NOTE: Any changes to banking information; must be completed with a copy of the new banking information in the form of a "Void Cheque" or "Direct Deposit Form" and sent with this form. Requested changes without the correct attachment will be sent back to the Employee's Managers email with an explanation of why they cannot be actioned by Human Resources. Changes will not be in effect until the next pay period.

Any requests to a change in an employee's name (such as after marriage); must be supported with government issued documentation (such as a Marriage Certificate, copy of updated Driver's License or Provincial Issued Photo ID (excl. Health Card).

**Vacation Time and Vacation Pay**

You will receive vacation pay each pay period. This pay will be the equivalent to 6% of your gross earnings. Due to the short duration of the employment contact, you will not be permitted to take vacation days off from your work. In the event of termination, any excess or shortfall on your vacation will be adjusted accordingly with your final pay.

**Benefits**

As part of your compensation package, you shall be entitled to participate in the employee benefit plan established by the Company in accordance with the terms of the plan. Employee benefits come into effect 90-days from your start date which is June 23<sup>rd</sup>, 2018. NOTE: Participation in the Company's benefit plan for part-time hourly employees is voluntary and the monthly benefit premium costs are 100% paid for by the employee. Monthly premium costs vary based on the coverage selected (e.g. single/family) but as a point of reference, current monthly premiums for single coverage range from \$70-\$100 and family coverage ranges from \$170-\$200 but may change without notice based on the premium rates set by the benefit provider and the terms of the plan.

**Dress Code**

Employees are required to adhere to the Company Dress Code/Uniform Policy. Your manager will share details of the policy with you.

**Company Equipment and Inventory**

The Company may provide you with equipment, supplies and/or inventory for you to perform your work. You shall take all reasonable precautions to minimize damage, loss or theft of such items and report any such damage, loss or theft to your Manager immediately. All items must be returned at the request of management or, otherwise, at such time when your program assignment(s) and/or employment ends.



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NOTE: You must be in possession of a personal smartphone during working hours so you can be reached for work direction as required.

**Expenses**

You will be reimbursed in accordance with the published company Expense Policy for all pre-approved reasonable, business-related expenses, provided such expenses are supported by receipts satisfactory to the Company. If there is any uncertainty, or you have any questions, about what expenses are reasonable and/or business-related, you must seek clarification from your Manager in advance of incurring such expense. All expenses must be submitted to your Manager in accordance with the published Expense Schedule. Please submit all expenses in the month which they are incurred, for processing and payment via payroll deposit. The Company may refuse to cover any expenses that are not remitted on a timely basis or supported by suitable receipts.

**Probationary Period**

This offer is contingent upon successful completion of our standard 90 day probationary period commencing the first day of employment. Your employment with the Company is based upon your ability to execute the outlined role and responsibilities of the position. During this probationary time, your employment may be terminated, for any reason, with or without cause, in which case the Company may not be required to provide you any notice of such termination, or pay in lieu of such notice. Your performance will be monitored during this time and evaluated at the end by your direct Manager.

**Personal Data Consent and Acknowledgement**

You acknowledge and voluntarily consent to the collection and use of your name, address, photo, and fingerprints by the Company, where necessary, to ensure the complete and accurate set up of systems user profiles, employee profiles, and for user verification purposes. You agree that the information provided to the Company shall be accurate and shall be kept current at all times.

**Social Media**

You acknowledge that any Social Media use must comply with the Company Social Media policy.

**Termination or Resignation of Employment****Termination**

The Company may terminate your employment at any time for just cause without notice or payment in lieu or payment of any compensation including anticipated earnings, bonus payments, benefit contributions or damages of any kind. "Just Cause" includes, without limitation, any misconduct by the employee in willful breach or non-observance by him/her of any of the conditions or obligations of this agreement, any negligent performance of duties, and any insubordinate behaviour toward the employer, its officers, clients and its other employees. In its sole discretion, the Company may terminate your employment without cause and provide you with written notice or payment in lieu of notice and any applicable severance pay in accordance with minimum requirements of the provincial Employment Standards Act in full and final satisfaction of any and all obligations whatsoever that the Company may have to you arising out of or relating in any way to the termination of this agreement and your employment.

**Resignation**

You may resign your employment with the Company at any time by providing your Manager with at least two (2) weeks' advance notice in writing. Such advance notice may be waived in whole or in



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part by the Company, in which case you will receive only your accrued wages and other entitlements up to and including your last day of active employment.

**Your Obligations Upon Termination or Resignation**

Upon the cessation of your employment for any reason, you shall promptly return all company property in your possession or control including but not limited to computers, cell phones, business machines, manuals, notes, reports, software, printouts and copies of any the Company materials/documents. Further, all ideas, trade secrets, files, client information, operating techniques and other intellectual property generated by you or any employee of the company during the term of your employment shall remain the property of the company, and you shall refrain from disclosing or using such confidential information belonging to the company. Further, you agree that you may not enter into agreements, incur any obligations or make any representations, promises, commitments or arrangements to or with any third party, nor represent yourself to be an agent, joint venture, or partner of the Company without first obtaining the written consent of the President.

**Confidentiality, Intellectual Property, Non-Competition, and Non-Solicitation Agreement**

It is a condition of your employment that you sign and agree to be bound by the terms and conditions set out in the attached Confidentiality, Intellectual Property, Non-Competition, and Non-Solicitation Agreement attached hereto as **Appendix A**.

**Company Rules**

It is a condition of your employment that you sign and agree to be bound by the Company Rules attached hereto as **Appendix B**, as amended from time to time, along with any other rules or policies that the Company may have, adopt, or amend from time to time.

**General Provisions**

Any modification to this agreement must be in writing and signed by both parties. This agreement shall be governed by and construed in accordance with the laws in force in the Province of Saskatchewan. Should any provision of this agreement be invalid or unenforceable, the remainder of this agreement shall be separately valid and enforceable to the fullest extent permitted.

Please review the contents of this letter and all attachments carefully, and feel free to contact the undersigned if you have any question or require any clarification. You are also welcome to consult with any independent legal or financial advisors you deem necessary.

You may not start working until you have accepted and returned a signed copy of this offer of employment. Your acceptance must be received by the Company by March 22<sup>nd</sup>, 2018.

On behalf of OSL Retail Services we look forward to welcoming you to our organization. We are confident that your knowledge, skills, and experience will be valuable assets.

Sincerely,

**Bev Taylor**

Operations and Sales Manager



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## **APPENDIX A**

### **Confidentiality, Intellectual Property, Non-Competition, and Non-Solicitation Agreement**

#### **Confidentiality**

You acknowledge that the Confidential Information (as defined below) relating to the business of the OSL Retail Services and/or any Affiliate (as defined below) (the "Company") which you have obtained during the course of your association with the Company and/or will obtain during the course of your association with the Company are the property of the Company. You agree that you will not disclose or use at any time, whether during or after the termination of your employment with the Company, any Confidential Information, other than in the ordinary course of business to promote the interests of the Company and pursuant to Company policy, without the prior written consent of the Company. You agree to deliver to the Company after the termination of your employment, or at any other time that the Company may request, all memoranda, notes, plans, records, reports, drawings, sketches, specifications, diskettes, tapes and other storage media, documentation and other materials (and copies thereof), whether in written, printed or digital format, containing Confidential Information relating to the business of the Company, including Confidential Information relating to the predecessor(s) of the Company, no matter where such material is located and no matter what form the material may be in, which you may then possess or have under your control. If requested by the Company, you shall provide to the Company written confirmation that all such materials have been delivered to the Company or have been destroyed. You shall take all appropriate steps to safeguard Confidential Information and to protect it against disclosure, misuse, espionage, loss and theft.

For purposes of this Appendix A, "Confidential Information" shall mean trade secrets, confidential or proprietary information and all other knowledge, know-how, information, documents or materials owned, developed or possessed by the Company, whether in tangible or intangible form, pertaining to the business of the Company, or any customer thereof, known or intended to be known only to employees of the Company or other persons in a confidential relationship with the Company, or the confidentiality of which the Company takes reasonable measures to protect, including, but not limited to, marketing and advertising plans, research and development data, project data, assignments of individual employees, testing and evaluation procedures, cost data and techniques, data bases, designs, models, operating procedures, knowledge of the organization (including pricing and sales policies, techniques and concepts), trade shows (including prices, costs, sales or content), details of joint venture or sponsorship agreements, knowledge of strategic or marketing plans for future events, direct marketing, promotion strategies and plans, marketing strategies and plans, shows, conferences or publications, processes, techniques, contracts, financial information or measures, business methods, future business plans, package design, retail design, field marketing outsourcing, customers (including identities of customers and prospective customers, identities of individual contacts at business entities which are customers or prospective customers, preferences, businesses or habits), business relationships, training/seminars and other information owned, developed or possessed by the Company; provided, however, that Confidential Information shall not include (i) information that is in the public domain through no fault of yours; (ii) information approved



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for release by written authorization of the Company; or (iii) information that may be required by law or an order of any court, agency or proceeding to be disclosed.

### **Intellectual Property**

You acknowledge that all intellectual property and work products, including, without limitation, marketing and advertising plans, research and development data, project data, testing and evaluation procedures, cost data and techniques, the creation of new events, shows, conferences, training/seminars, package designs, retail designs, promotion strategies or publications, inventions, patentable or otherwise, discoveries, improvements, patents, trademarks, trade names, copyrights, trade secrets, designs, works, reports, computer software, flow charts and diagrams, procedures, data, documentation and writings and applications thereof relating to the past, present or future business of the Company that, alone or jointly with others, you may have discovered, conceived, created, made, developed, reduced to practice or acquired, from the effective date of your employment with the Company through the termination of your employment with the Company, whether within the scope of such employment or with the use of any resources of the Company (collectively, the "Developments"), are works made for hire and shall remain the sole and exclusive property of the Company, and with respect to any such Developments not deemed to be works made for hire, you hereby irrevocably assign, transfer and convey, to the fullest extent permitted by applicable law, to the Company all of your right, title and interest in and to all such Developments. You agree to promptly and fully disclose all future Developments to the Company and, at any time upon request and at the expense of the Company, execute, acknowledge and deliver to the Company all instruments that the Company shall prepare, give evidence, and take all other actions that are necessary or desirable in the reasonable opinion of the Company to enable the Company to file and prosecute applications for and to acquire, maintain and enforce all letters patent, trademark registrations or copyrights covering the Developments in all countries in which the same are deemed necessary by the Company. If you are unable to execute a document or take any action for any reason, you irrevocably designate and appoint the Company and each of its duly authorized agents or designees as your agent and attorney-in-fact, to act in your behalf in all applicable instances, including in any government authorities or agencies. All data, memoranda, notes, lists, drawings, records, files, customer lists, Appendix or lists and other documentation (and all copies thereof) made or compiled by me or made available to me concerning the Developments or otherwise concerning the past, present or planned business of the Company, or the predecessor(s) of the Company, shall be the property of the Company, and shall be delivered to the Company promptly upon the termination of your employment with the Company.

For purposes of this Appendix A, "Affiliate" shall mean any entity directly or indirectly controlling, controlled by or under common control with such entity.

### **Non-Competition**

You may not, at any time during your employment with the Company, be involved or engaged as an agent, employee, contractor or in any other capacity whatsoever, with any business which competes with the business carried on by the Company.



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**Non-Solicitation**

For a period of one (1) year following your last day of active employment with the Company, you may not, without the prior written approval of the Company, solicit, attempt to solicit, entice away from the Company, or attempt to entice away from the Company, either directly or indirectly (including through or on behalf of any person or entity that competes with the business carried on by the Company), any clients of the Company with whom you had personal contact within the one (1) year period prior to your last day of active employment with the Company and/or any employees of the Company.

**Injunctive Relief**

You hereto agree that a breach of any of the promises or agreements contained in this Appendix A will result in irreparable and continuing damage to the Company for which there will be no adequate remedy at law, and the Company shall be entitled to injunctive relief, including the right to have the provisions of this Appendix A specifically enforced, in addition to and not in limitation of any remedies at law that the Company may have, and such other relief as may be proper (including monetary damages, if appropriate).

**Severability**

In the event that any paragraph or part thereof of this Appendix A is held to be unenforceable or declared invalid for any reason whatsoever, such unenforceability or invalidity shall not affect the enforceability or validity of the remaining portions of the Appendix and such unenforceable or invalid portions shall be severable from the remainder of the Appendix.

**Duration of Agreement**

This agreement shall apply throughout the employment of the Employee by the Company, regardless of any change in position, title, job duties/responsibilities, compensation or other term/condition of employment.

**Governing Law**

This agreement shall be governed in accordance with the laws in force in the Province of Saskatchewan.

## **APPENDIX B**

**Company Rules**

The following are examples of a breach of Company rules which, depending on the circumstances, whether attempted or actual; may be treated by the Company as just cause and grounds for the termination of the Employee without notice or compensation either by way of anticipated earnings or damages of any kind.





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*(Please note that this list is not exhaustive, and there may be other behaviours not specifically referenced below which are prohibited and may result in discipline up to and including the termination of your employment for just cause.)*

- wilful misconduct, disobedience or neglect of duty that is not trivial and has not been condoned by the company;
- intentional non-compliance with the operational policies of OSL or the client as outlined within the Operations manual or via notices submitted to field from Head Office;
- the misuse, misrepresentation, theft and/or destruction of company or client funds, resources, materials, supplies, information, or property;
- wilful damage or unauthorised use or modification of company or client business tools, applications, systems, product or property.
- discussion of performance, salary, salary review or remuneration with personnel other than your manager, human resources, or other person responsible for compensation;
- intentional falsification of business-related records and/or reports including any store based transactions, carrier related transactions, payroll activity, etc.;
- unauthorized disclosure of confidential company, carrier or client information;
- failure to obtain and/or maintain valid driver's permit or vehicle insurance in the jurisdiction in which you are employed if it is deemed to be a necessary part of your employment.
- intentional falsification of business-related records and/or reports;
- unauthorized disclosure of confidential company or client information;
- repeated tardiness or failure to report for work without reasonable explanation. Should you be absent from work for any reason, you are required as indicated in the contract to notify your Manager or his/her substitute by 8:00a.m.;
- working under the influence of intoxicants, stimulants, depressants or hallucinogens of any kind unless covered by a doctor's prescription made known to and approved by the company;
- providing false or misleading personal or other information to the company;
- the use of language or actions that are known or ought reasonably to be known to be unwelcome, offensive, harassing, violent, discriminatory, inappropriate, bullying or intimidating; and
- engaging in any activity or business whatsoever, either alone or in conjunction with another person or entity, that may indirectly or directly create or give rise to the appearance of a conflict of interest with your employment obligations to OSL Retail Services , unless you have prior agreement from OSL Retail Services.

I have had a reasonable opportunity to consider the terms and conditions of Appendix A & B and I accept employment with the Company under these terms and conditions. I fully understand that acceptance of these terms and conditions, constitutes a legal and binding agreement between myself and the Company.

Employee: \_\_\_\_\_  
Akashdeep Singh Khalsa

Date: \_\_\_\_\_