



Advanced Skytech Canada Ltd.
331 Alden Road
Markham, Ontario, Canada L3R 3L4
(905)489-0795 hr@astsys.com <http://skytechca.com>

Personal and Confidential

August 17, 2023

ASHWIN SHAH

Dear **ASHWIN SHAH**,

Offer of Employment

Advanced Skytech Canada Ltd. (the "Employer") is pleased to offer you full-time employment with the Employer starting **August 21, 2023**. Please see Schedule "A", Terms and Conditions, and Schedule "B", Confidentiality Agreement, attached to this letter, which together with this Offer contains the terms and conditions of your employment.

This Offer and its attached Schedules "A" and "B" (together referred to as the "Agreement") contains all of the terms of our offer of employment to you. You may indicate your acceptance of this Agreement by signing, dating and returning to us the enclosed duplicate of the Offer letter, as well as the attached Schedule "A", and the attached Schedule "B". Your employment with the Employer is also contingent upon your providing satisfactory documentation respecting your identification and right to work in Canada.

In signing the various parts of the Agreement, you agree to be employed by the Employer on the terms and conditions herein. Any and all other oral representations, agreements, arrangements or understandings between us are hereby terminated.

We request that you carefully read this Offer and its attachments, and return your signed documents to us within 48-Hour from the date of this Offer letter. We look forward to your favorable reply and to a productive and exciting working relationship. If I can be of any assistance, please do not hesitate to contact me.

Yours sincerely,
Advanced Skytech Canada Ltd

Yolanda Huang

Yolanda Huang
Human Resources Manager

[Acknowledgement signature next page]



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Acknowledgement

I hereby acknowledge that:

- (a) I have had sufficient time to review and understand this Offer and its Schedules "A" and "B" thoroughly, and have been told I can have more time if needed to review and seek legal advice, if I wanted, before signing; and
- (b) I have been provided with a copy of the *Employment Standards Act* poster, as well as the Employer's existing personnel policies and procedures and rules.

Witness
Creadia Wang

ASHWIN SHAH

Date



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SCHEDULE "A"

Employment Terms and Conditions

1. Duties & Accountabilities

- (a) Your position is **Computer Repair Technician** and you will report to your supervisor. Advanced Skytech Canada Ltd. (hereafter, the "Employer") may change your responsibilities, duties, supervisor and your work location from time to time at its sole discretion, and you agree that any such change shall not constitute constructive dismissal.
- (b) Your start date in this position is: **August 21, 2023**
- (c) Your standard shift or regular hours of work will be from 9:00 am to 5:30 pm Monday to Friday (with a 30 mins lunch break), subject to change with a minimum of two weeks' notice to change.
- (d) Your key responsibilities will include the following items, in addition to any other responsibilities as may be assigned to you by the Employer from time to time:
 - Perform physical and investigative process to identify any of the computer malfunctions from an incorrect minor setting to replace hardware and/or entire operating system.
 - Repair a range of peripherals including input devices and output devices.
 - Inspect, test, adjust and evaluate of incoming computer hardware and electronic components and assemblies to ensure conformance with product specifications and tolerances.
 - Properly rebuild or configure parts to customers' requirements with updated software packages.
 - Assemble parts and components into computers as required.
 - Capable of performing computer tests.
 - Perform measurements utilizing measuring instruments as they relate to the rebuilding of laptops.
 - Keen ability to strictly follow computer assembling requirements and identify and validate a large number of checkpoints during the assembly process.
 - Working Knowledge of computer Assembling.
 - Provide input on best practices, policies and procedures with respect to the others.
 - Follow all procedures in compliance of Advanced Skytech Canada Ltd. standard policy and operation regulations.
 - Any other operation related responsibilities may be added as the company continues to grow.
- (e) Throughout your employment, you agree to devote substantially all of your business time and effort to carry out the performance of your duties under this Agreement and shall conform to all lawful instructions and directions given to you by your immediate supervisor(s), the Employer, or its authorized designees, as well as all written rules, policies and practices now or hereafter established and amended from time to time by the Employer for the conduct of its affairs and brought to your attention.

2. Compensation, Benefits and Confidentiality

- (a) **Base Compensation.** You will be paid at an hourly rate of **CDN\$16.00**, payable in accordance with the Employer's standard payroll practices, and subject to applicable federal and provincial taxes and other remittances as the Employer may be required by law to withhold. The Employer will comply at all times with the minimum requirements of applicable employment standards legislation, being Ontario's *Employment Standards Act, 2000*, including its regulations, and as amended from time to time ("ESA").
- (b) **Vacation Entitlement & Public Holidays.** You will be entitled to vacation time and pay, and to public holidays and public holiday pay, in accordance with the ESA.

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- (c) **Benefits Plans.** You will be eligible to participate in all of the Employer's standard employee benefit plans when you complete your 1-year anniversary with the Employer. The benefits program is a shared cost between you and the Employer. Entitlement and eligibility for benefits are governed by the underlying insurance contracts and policies as administered by the insurers. The benefits program may be modified, expanded or discontinued from time to time at the Employer's sole discretion, and you agree that any such change shall not constitute constructive dismissal.
- (d) **Confidentiality.** As a condition of this Agreement and your employment with the Employer, you are required to sign the Confidentiality Agreement attached hereto as Schedule "B" and constituting an integral part of this Agreement. You acknowledge that the terms of Schedule "B" shall survive the termination of your employment or of this Agreement.

3. Dedication

You are expected to devote your best efforts, skills, labour and attention to carrying out your duties with a view to promoting the best interests of the Employer. You must not, while employed by the Employer, carry out any other work or be involved in any other business for yourself or any other person, firm or corporation (and whether for compensation or not) without first obtaining the written approval of the Employer. The written approval of the Employer will only be provided where there is no conflict of interest and the other work or business does not interfere with your ability to devote your best efforts, skills, labour and attention to the duties of your employment.

4. Non-Solicitation (Only for sales and executives exceptions in Non-compete agreements with ESA standard)

You agree that you will not, without the prior written consent of the Employer, while employed by the Employer and for a period of one (1) year after the date of termination, either individually or in partnership or jointly or in conjunction with any person, firm, partnership, corporation, or other legal entity:

- (a) Directly or indirectly solicit, interfere with or endeavor to direct or entice away from the Employer any customer of the Employer with the purpose of causing such customer to lessen or discontinue its business dealings with the Employer. "Customer" means a customer with which you have dealt during your employment or about which you have, as a result of your employment, confidential information; or
- (b) Interfere with, entice away or otherwise attempt to obtain the withdrawal of any employee or independent contractor of the Employer or, following termination of your employment, any employee who was in the employ of the Employer during the one (1) year period preceding the termination of your employment.

5. Restrictions Reasonable (Only for sales and executives exceptions in Non-compete agreements with ESA standard)

You hereby acknowledge and agree that all covenants, provisions and restrictions contained in Sections [3, 4](#) hereof are reasonable and valid and all defenses to the strict enforcement thereof by the Employer are waived by you. You understand that the covenants provided by you in Sections [3, 4](#) hereof are essential elements to this Agreement and that, but for your agreement to enter into such covenants, the Employer would not have retained you.

You further acknowledge and agree that in the event of a violation of the covenants, provisions and restrictions contained in Sections [3, 4](#) hereof, the Employer shall be authorized and entitled to obtain from any court of competent jurisdiction preliminary and permanent injunctive relief and an accounting of all profits and benefits arising out of such violation, which rights and remedies shall be cumulative and in addition to any other rights or remedies to which the Employer may be entitled.



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6. Termination and Resignation

- a) The first three (3) months of your employment will be a probation period, during which the Employer may terminate your employment without cause and without notice or pay in lieu thereof (the "Probation Period").
 - b) Your employment may be terminated for cause by the Employer without notice or pay in lieu of such notice. For these purposes, "cause" shall mean any grounds recognized by the ESA for which an employer is entitled to dismiss an employee summarily without notice or pay in lieu of notice.
 - c) You may terminate your employment at any time by providing two weeks' advance notice in writing, which the Employer has the right to waive, in whole or in part, at its sole discretion.
 - d) The Employer has the right to terminate your employment without cause by providing you with such notice or pay in lieu of notice, and severance pay, if any, and any other entitlement, including benefits, if any, and vacation pay, required under the ESA.
 - e) No other notice, termination pay or severance pay, or any other entitlement whatsoever, either at common law or otherwise, shall be payable except as required under the ESA. At any time, upon provision to you of any payment or entitlements required under the ESA, the Employer shall have no further obligation to you.
 - f) Should your employment with the Employer cease for any reason, you agree to return all company property, including any Confidential Information (as defined below). You agree to compensate the Employer for lost or damaged items.
- 7. Lay-off:** You agree that the Employer may place you on a temporary lay-off in accordance with the ESA. You agree that such temporary lay-off will not constitute a constructive dismissal.

8. General

- (a) **Employee Consent Personal Information.** From time to time, the Employer will collect, use and share employee personal information to establish, manage, terminate and administer the employment relationship. For these purposes, "personal information" means any information about you as an identifiable individual, but does not include your name, title, business address or telephone number at the Employer. You acknowledge that the Employer will share your personal information with third parties where required (1) for payroll/direct deposit, and group benefit administration, (2) to manage and promote the Employer's business; (3) to sell, acquire, finance and transfer businesses; (4) for any other purposes that a reasonable person would consider appropriate in the circumstances of an employment relationship, and (5) where required by law to do so. You consent to the Employer's collection, use and disclosure of personal information for these purposes. You acknowledge that the Employer will not share your personal information where to do so could result in any physical harm, in violation of applicable health and safety legislation.
- (b) **Notice.** Any notice, document or other communication required or permitted to be given in respect of this Agreement shall be sufficiently given if delivered to the other party personally, or if sent by prepaid ordinary mail posted in Canada or by courier, to you at the address in the Offer letter, or to the Employer at the address on the letterhead of the Offer letter.
- (c) **Governing Law.** You acknowledge that this Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, and that you hereby irrevocably attorn to the jurisdiction of the courts of the Province of Ontario.
- (d) **Entire Agreement.** You acknowledge that this Agreement (the Offer letter, and Schedules "A" and "B") sets forth the entire agreement between you and the Employer pertaining to your employment and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Employer and yourself and you acknowledge there are no warranties, representations or other agreements between yourself and the



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Employer in connection with the subject matter hereof except as specifically set forth herein.

- (e) **Assignment:** You acknowledge that the rights which accrue to the Employer under this Agreement shall pass to its successors or assigns. However, your rights under this Agreement are not assignable or transferable in any manner.
- (f) **Independent Legal Advice.** You acknowledge that:
 - (i) you have had an opportunity to seek independent legal counsel in connection with this Agreement;
 - (ii) you fully understand the nature and effect of the terms, conditions and provisions of this Agreement and your obligations and rights hereunder; and
 - (iii) you are executing and accepting this Agreement of your own volition in a free and enlightened manner, and without fear, threats, compulsion, duress or influence by any person.
- (g) **Survival.** Sections 4, 5, and 6 (as applicable) shall survive the termination of your employment and the termination of this Agreement.
- (h) **Severability.** In the event that any provision or part of this Agreement shall be deemed void or invalid by a court of competent jurisdiction, the remaining provisions or parts shall be and remain in full force and effect.

My signature below indicates my understanding, acknowledgement and acceptance of the above terms and conditions.

Witness
Creadia Wang

ASHWIN SHAH

Date



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SCHEDULE "B"

Confidentiality, Non-Disclosure and Intellectual Property Policy and Communications Policy Agreement ("Confidentiality and Communications Agreement")

This Confidentiality and Communications Agreement, which forms an integral part of the Agreement, is made effective as of **August 21, 2023** (the "Effective Date") between **Advanced Skytech Canada Ltd.** (the "Employer") and **ASHWIN SHAH** (the "Employee").

This Confidentiality and Communications Agreement is set up for the purposes of maintaining the confidentiality for the Employer's information and operations, as well as, enforcing the appropriate communications and uses of the Employer's systems (the "Purpose").

Confidentiality, Non-Disclosure and Intellectual Property Policy

The Employer intends to disclose certain Confidential Information to the Employee for the Employer's operations. Therefore, he/she hereby agrees as follows:

Confidential Information

The Employee acknowledges that the Employer claims ownership of the Confidential Information disclosed by the Employer and all intellectual property rights in, or arising from, such Confidential Information. No option, license, or conveyance of such rights to the Employee is granted or implied under this Agreement. The Employer is the exclusive owner of its Confidential Information, which includes (but not limited to) all information relating to:

- Any technical or business information furnished by the Employer to the Employee for the operations of the Employer, regardless of whether such information is specifically designated as confidential and regardless of whether such information is in written, oral, electronic, or other forms;
- Information including, without limitation, trade secrets, invention, technical data or specifications, compilations of information, records, testing, methods, business or marketing plans, and customer and supplier information; and
- The Employer's business records, including information, ideas, concepts and 'know how' described, documented or contained in the Employer's communication systems and related databases.

Non-Disclosure

The Employee agrees that he/she shall:

- Maintain all Confidential Information in strict confidence, either during or after his/her employment with the Employer, except that he/she may disclose or permit the disclosure of any Confidential Information to his/her directors, officers, employees, consultants, and advisors who are obligated and who need to know such Confidential Information for the Purpose of this Agreement;
- Use all Confidential Information solely in accordance to the Purpose of this Agreement;
- Use the Employer's communication technologies only for professional and business activities of the Employer;
- Be cautious about sending, receiving, or forwarding Confidential Information on the Employer's communication systems to avoid incorrect or inadvertent distribution; and
- Upon the conclusion of the Purpose, or earlier at the request of the Employer, return all original, copies, and

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summaries of documents, materials, and other tangible manifestations of Confidential Information to the Employer.
Intellectual Property

The Employee agrees:

- That all intellectual property, including, without limitation, any ideas, processes and materials, works of expression, improvements, research techniques and results, inventions, designs, computer programs and any other creations, data and trade secrets made, authored, invented, conceived, reduced to practice, created or developed by the Employee during the employment which:

Relate to the business of the Employer and its affiliates or such future business in which the Employer and its affiliates engage; and/or

Have been created using any assets, equipment, personnel, confidential information, or other resources of the Employer and its affiliates,

are the exclusive property of the Employer. It is agreed that the Employee will promptly disclose the existence of any and all such intellectual property to the Employer in writing.

- That all intellectual property rights, applications and registrations relating to the intellectual property, including, without limitation, all rights in trade secrets, patents, industrial design and copyrights, and divisions, derivative applications, continuations, reissues, re-examinations, extensions and reversions and rights of priority resulting from the filing of applications are the exclusive property of the Employer. Nothing in this Agreement shall be deemed to abrogate or limit the rights of the Employer to any intellectual property rights under any applicable law.
- That to the extent that any intellectual property rights have not or do not automatically vest in the Employer, the Employee hereby assigns and conveys all right, title and interest, throughout the world, whether now or hereafter arising, in the intellectual property, including the intellectual property rights therein, to the Employer without requirement of additional compensation. The Employee shall, whether during his/her employment and thereafter, and without any right to further consideration, sign all lawful papers, make all rightful oaths and execute all instruments or papers, to carry into full force and effect the assignment and conveyance hereby made or intended to be made, and shall generally do everything possible for title to the intellectual property and all intellectual property rights therein to be clearly and exclusively held by the Employer.
- That the Employee hereby waives unconditionally and irrevocably to the benefit of the Employer and its successors and assigns any and all moral rights arising under the *Copyright Act* (Canada), as amended, or similar legislation and/or any rights to similar effect in any country or at common law that the Employee may have with respect to any intellectual property.



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Communications Policy

Password Security

The Employee acknowledges that he/she is taking all responsibilities for the security and protection of his/her passwords. He/ she shall not share the passwords with anyone else, except the Employer's authorized personnel.

Copyright Information

The Employee acknowledges that it is prohibited that he/she uses the Employer's communication systems to copy, modify or transmit documents, software, information or other materials protected by copyright, trademark, patent or trade secrecy laws, without obtaining permission (preferably in writing) from the owner of such rights in such materials. Incorporating materials downloaded from the Internet into firm or personal databases, compilations or other works is likely to be a violation of copyright law.

Other Prohibited Uses

The Employee agrees that other prohibited uses of the Employer's communication systems include, but are not limited to:

- Engaging in any communication that is unlawful or in violation of the Employer's regulations, including (but not limited to) communication that is defamatory, pornographic, obscene, racist, sexist or that evidences religious bias; or, that is in violation of the Employer's Human Rights Policy;
- Knowingly introducing a computer virus into the Employer's communication systems;
- Illegal or unethical activities, or activities which could adversely affect the Employer;
- Unauthorized use of passwords to gain access to another user's information or communications;
- Browsing and/or downloading and/or forwarding pornographic, profane, discriminatory, threatening or otherwise offensive materials from the Internet.
- "SNOOPING," i.e., to satisfy idle curiosity about the affairs of others, to obtain access to the files or communications of others with no business reasons (this prohibition applies to all users, including the Employer's communication system administrators and supervisors);
- Sending, forwarding, redistributing or replying to "chain letters";
- Interfering with normal business functions in any way;
- Soliciting or conducting business other than the business of the Employer;
- Soliciting for or advocating issues, causes or organizations of any kind when such solicitation or advocacy is deemed personal in nature and not recognized as furthering the reputation and interest of the Employer;
- Unauthorized fundraising of any kind;
- Excessive personal use of the Employer's communication systems that preempts business activities or interferes with productivity; and
- Personal communications without clarifying for recipients that the views expressed are personal to the Employee, and not the Employer's.

Etiquette and Retention

The Employee shall use the Employer's communication systems in a manner that is courteous, professional and business-like. All communications using the Employer's communication systems is a representation of the Employer and as such, anything distributed within or outside the Employer is essentially from the Employer.

The Employee agrees to adhere to the Employer's Code of Conduct and Ethical Principles as the communication guidance, and such communications may be subject to disclosure in litigation or other legal procedures.



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The Employee acknowledges that he/she uses, operates or maintains the Employer's communication systems, and should retain only those electronic and telephonic communications necessary to conduct business or to comply with regulatory or legal requirements. He/she shall retain them for the shortest period of time consistent with business, legal or regulatory purposes.

Access and Disclosure

The Employee agrees that the Employer has the right to access and disclose the contents of his/her communications when there is a business reason to do so. Determining when such a business reason exists are within the Employer's discretion. Business reasons to access and disclose these communications may include, but are not limited to:

- The need to solve technical problems, the investigation of a theft or other contravention of the law;
- The prevention of unauthorized disclosure of personal, confidential or proprietary information;
- Reasonable suspicion of personal abuse of the Employer's communication systems; and
- The review of communications upon the departure or death of the Employee.

The Employer may use information regarding the number, sender, recipient and address of communications for any business reasons. The Employer may also use the Employee's information when required to do so as a result of government requests and relevant legal processes.

Disciplines for Violations and Reporting of Suspected Violations

The Employee acknowledges his/her obligation to comply with this Schedule "B", Confidentiality and Communications Agreement. Violations of this Confidentiality and Communications Agreement shall result in disciplinary actions, which could include termination of employment for cause for wilful breach. If the Employee is aware of any breach of this Confidentiality and Communications Agreement, he/she shall immediately and confidentially report to the Human Resources Department.

Advanced Skytech Canada Ltd.

Employee

NAME:

NAME:

Yolanda Huang

ASHWIN SHAH

Title:

Human Resources Manager

Signature: _____

Signature: _____

Date: _____

Date: _____

