



**COLT CANADA**

1036 Wilson Avenue, Kitchener, Ontario, Canada, N2C 1J3, WWW.COLTCANADA.COM Tel: 519 893-6840 Fax: 519 893-3144

March 11, 2022

Bernagere Lam  
c/o Robert Half Talent Solutions

DELIVERED VIA EMAIL TO: [joel.lorentz@roberhalf.com](mailto:joel.lorentz@roberhalf.com), [Jordan.mara@roberhalf.com](mailto:Jordan.mara@roberhalf.com)

Dear Berangere,

It is with pleasure that Colt Canada Corporation ("Colt Canada" or the "Company") offers you the position of Contracts Assistant. Your anticipated start date is March 15, 2022 but will be confirmed based on receipt of an acceptable Criminal Background Check. Employment is offered, on the following terms (the "Agreement").

The Company's offer of employment under this Agreement is conditional on:

- you confirming your eligibility to legally work in Canada;
- satisfactory security clearance as determined by the Company and further outlined below; and,
- the Company being satisfied with any reference or pre-hire background checks (including a criminal background check), which confirms that you have never been convicted of a criminal offence for which you have not been pardoned) being conducted on you.

**1. Employment:**

- a. You have advised that you have the required skills and experience to perform the duties required of this role and you agree to be bound by the terms and conditions of this Agreement. In carrying out your duties you will comply with all reasonable instructions as may be given by members of the management team of Colt Canada, as well as with Colt Canada policies and procedures as they may be implemented from time to time. A breach of any material Colt Canada policy or procedure will be cause for termination.
- b. You will report to Milton Moffett, Contracts Manager. This reporting structure may change without notice, and at the sole discretion of Colt Canada.
- c. Your primary duties will be as discussed during the presentation of this offer and as contained in the non-exhaustive job description attached. Specific duties may need to be finalized with you upon commencement of employment.
- d. You agree that your duties, responsibilities, and reporting relationships may be changed unilaterally by Colt Canada as we deem appropriate, and these changes will not affect or change any other part of this agreement.
- e. Your hours of work will be Monday – Friday, 37.5 hours per week. A reasonable amount of overtime may be required due to the nature of this role. Your start and end time will be confirmed as discussed in our interview.
- f. You shall devote your time, attention, and ability to the business of Colt Canada and shall use your best efforts to promote the interests of Colt Canada.



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**2. Remuneration:**

- a. In consideration of the duties and responsibilities which you are required to undertake, you shall be entitled to receive a wage of \$865.38/week (\$45,000.00/year) for each week of this contract paid in bi-weekly installments. Applicable deductions and withholdings will be applied with each pay.

**3. Mileage Allowance**

You will be reimbursed at the current rate as Colt Canada policy dictates from time to time, for use of your personal automobile when used for Company travel and in accordance with our travel policy.

**4. Benefits & Vacation:**

- a. You are not entitlement to extended health care benefits under this contract.
- b. You shall accrue 4% vacation on your wages earned. This vacation accrual will be paid on each bi-weekly pay. Any time off taken during the course of this contract will be unpaid.

**5. Accessibility & Accommodation:**

Colt Canada has policies and practices in place for accommodating employees with disabilities in accordance with legal requirements. A copy of our policies are attached to this offer letter, are available on our web site and in the employee handbook you will receive on your commencement date. If you require information about these policies and practices, please contact Nicole Blake, Human Resources Manager, 519-893-6840 x309 or blake@coltcanada.com

**6. Conditions of Employment:**

The Company's offer of employment under this Agreement is conditional on conducting and receiving satisfactory background checks (including a criminal background check which confirms that you have never been convicted of a criminal offence for which you have not been pardoned, reference checks and certifications). By providing a signed copy of this offer to the Company, you consent to these background checks being conducted and you consent to the collection, use and disclosure of your personal information as required for conducting these background checks.

**7. Security Assessment:**

Upon commencement of your employment, Colt Canada will make application for security clearance to the level commensurate with the requirements of your duties with the Company; such clearance being a condition of employment. Should this clearance be refused or revoked as a result of security assessment, Colt Canada shall have the right to terminate this Agreement without penalty or further obligation to you during ongoing employment.

**8. Term & Termination:**

The term of your employment shall commence on, or around the 15<sup>th</sup> day of March 2022. This Agreement shall be terminable:

- a. On the 24<sup>th</sup> day of June 2022, unless a written extension is provided.
- b. During the first week of employment with no notice, lieu of notice, or severance owed.
- c. At any time, after the first week of employment and any extensions, up to 3 months, with 2 days paid notice.



- d. By Colt Canada at any time after the Probationary Period (3 months), without cause, by providing you with only the following (i) the minimum statutory notice of termination or pay in lieu of notice of termination (or a combination of both at Colt Canada's sole discretion) as required by and in accordance with the provisions of the Ontario *Employment Standards Act, 2000* (the "ESA"); (ii) if applicable, the minimum statutory severance pay as required by and in accordance with the provisions of the ESA; (iii) participation in all benefit plans (including participation in Colt Canada's Pension Plan and DPSP) provided to you by Colt Canada immediately prior to the termination of employment for the applicable minimum statutory notice period as required by and in accordance with the ESA; (iv) any amounts in respect of Incentive Payments payable in accordance with section 3 above; and, (v) all other amounts and benefits required by and in accordance with the ESA.
- In the event that your employment is termination by Colt Canada in accordance with this section, you will not be entitled to any other amounts or benefits other than those set out in this section (section 10.a) in full and final satisfaction of all legal requirements to you including at common law, under statute or contract. This provision will apply throughout your employment with Colt Canada, notwithstanding any changes in promotion, job description, duties, employment, location, compensation or benefits.
- e. By you for any reason, at any time during the term of this Agreement upon the giving of one weeks' prior written notice. The Company may, at its discretion, waive any and/or all of the notice that you provide and, in so doing, its only obligation shall be to provide you with the minimum amount of pay in lieu of notice and severance pay, if applicable, and employment benefits prescribed in the ESA.
- f. By Colt Canada, at any time, for cause at common law or willful misconduct, disobedience, or willful neglect of duty that is not trivial and has not been condoned by the Company. In the event your employment is terminated for cause, you shall receive payment of any salary and vacation pay earned up to the Date of Termination. All benefits (including Pension Plan and DPSP participation) and entitlements (if any) shall cease on the Date of Termination and the Company shall have no other obligations to you, including by way of anticipated earnings or damages of any kind, unless required by the ESA. For clarity, without limiting the foregoing, you shall not be entitled to any Incentive Payments other than in accordance with section 3 above.

**9. Confidentiality:**

All Confidential Information of Colt Canada, its respective customers and clients, whether it is developed by you during the course of employment or by others employed or engaged by or associated with Colt Canada or any of its affiliates, is the exclusive property of Colt Canada and shall at all times be regarded, treated and protected as such.

**"Confidential Information"** means all information and facts (including Intellectual Property and all business and personnel records) relating to the business or affairs of Colt Canada and or its respective employees, customers, clients or suppliers, that are confidential or proprietary, whether or not such information or facts (i) are reduced to writing; (ii) were created or originated by you or any other employee of Colt Canada or any third party on behalf of Colt Canada; or (iii) are designated or marked as "confidential" or "proprietary" or some other designation or marking.

**10. Non-Interference:**

During the employment period and for a period of two (2) years thereafter, you agree not to solicit or attempt to influence, directly or indirectly, any employee, customer, subcontractor or vendor of Colt with whom you have come in contact with during the term of your employment with Colt Canada, to cease doing business with Colt Canada.

**11. Successors and Assigns:**

This Agreement shall enure to the benefit of, and be binding on, the parties and their respective heirs, administrators, executors, successors and permitted assigns. Colt Canada shall have the right to assign this Agreement, subject to applicable law. This Agreement for personal service may not be assigned by you.

**12. Minimum Standards Legislation**

For greater certainty, should any provision of this Agreement provide entitlements to you that are less than your entitlements under the ESA, the entitlements under the ESA shall prevail.

**13. Governing Law**

This Agreement and all matters arising hereunder will be governed by and construed in accordance with the laws of the Province of Ontario and the applicable laws of Canada.

**14. Severability:**

In the event that any provision of this Agreement is determined to be void or unenforceable in whole or in part, it shall not be deemed to affect or impair the validity of any other provision.

**15. No Prior Agreements:**

This Agreement represents the entire agreement between Colt Canada and you and replaces any prior oral and/or written agreements or understandings between you and Colt Canada regarding your employment. You agree that you are not relying on any representations other than what is set out herein.

Please review the above offer thoroughly. By signing the Acknowledgement below, you agree to commence employment with Colt Canada in accordance with the terms and conditions stated in this Agreement.

If you have any questions or concerns about this Agreement, please discuss them with me or Nicole Blake, Human Resources Manager.

This offer remains valid until close of business on Monday March 14, 2022.

Congratulations, Bernagere! We look forward to working with you at Colt Canada.

Regards,



Milton Moffett,  
Contracts Manager

Cc. Human Resources



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**Acknowledgement**

I, Bernagere Lam, hereby accept the terms and conditions of this Agreement and covenant and agree to perform the obligations and covenants on my part to be observed and performed.

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Signed

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Date

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Witnessed

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Date