



## AXIS

1625 Grafton St.  
South Tower  
Nova Centre  
Halifax, NS B3J 3Y3  
Canada

07/21/2021

### PERSONAL AND CONFIDENTIAL

Danish Mohammed  
28 Hillside Ave #1  
Wolfville, Nova Scotia, B4P 2B2  
Canada

Dear Danish :

#### **Re: AXIS - Offer of Employment**

Further to our interviews and our subsequent discussions and correspondence, the Company is pleased to confirm its offer of full-time employment to you as Business Technology Co-op in our Halifax, Nova Scotia office. Your signature in the space provided below indicates your acceptance of our offer on the terms and conditions set out herein.

#### **1. Commencement of Employment**

Should you accept this offer, you will be expected to begin your employment on a mutually agreed upon date, but no later than September 6, 2021.

#### **2. Offer Conditional**

This offer of employment is conditional upon the Company conducting and receiving a satisfactory [criminal record/credit/reference/educational qualification] background check[s].

You hereby consent to these background check[s] being conducted and consent to the collection, use and disclosure of your personal information as required for conducting these background check[s].

#### **3. Duties and Responsibilities**

The acceptance of employment with the Company indicates your acceptance of its internal policies and procedures, as established, augmented and amended from time to time. In your capacity as Business Technology Co-op, you will report to Brendan Butler - Business Technology Center Lead, and work from our office located at Halifax, or such other location as you and Company may mutually agree upon from time to time.

You will be responsible for performing such duties and responsibilities which may be assigned to you from time to time by the



## AXIS

1625 Grafton St.  
South Tower  
Nova Centre  
Halifax, NS B3J 3Y3  
Canada

Company. Your regular schedule will be 37.5 hours per week, worked. However, your schedule is subject to modification from time to time as required to meet the business needs of the Company.

The Company reserves the right to add, discontinue or otherwise amend from time to time any of the duties and responsibilities associated with your position. You understand and agree that such modification of your duties and responsibilities does not constitute a fundamental alteration to your employment or to this agreement and do not constitute constructive dismissal. Such changes will be executed in good faith, and only in response to legitimate business or operating requirements of the Company.

#### 4. Probationary Period

The first three months of your employment will be considered a probationary period (the "**Probationary Period**"). The Probationary Period may be extended at the sole and entire discretion of the Company for any legitimate reason, including a period of absence during the Probationary Period. The Company expressly reserves the right to terminate your employment at any time prior to the completion of the third (3rd) month of your employment with the Company, without notice or pay in lieu thereof.

#### 5. Remuneration

In consideration of your performance of the obligations contained in this agreement, the Company will pay you, subject to all applicable statutory deductions:

Your hourly rate will be \$20.00 CAD

#### 6. Reimbursement of Expenses

You shall be entitled to reimbursement of all reasonable business and travel-related expenses incurred by you on behalf of the Company in carrying out your duties hereunder, in accordance with the Company's Corporate Travel and Expense Policy.

#### 7. Employee Benefits

You are eligible to participate in any employee benefit program that may be offered by the Company to its full-time employees (the "**Employee Benefits**"). For an overview of the benefits currently being offered by the Company to its full-time employees, please review via AXIS Point upon hire. Participation in and coverage under the Company's employee benefit program will commence after your effective Start Date. You understand and agree that the Company reserves the right to unilaterally amend the terms of the Employee Benefits or to discontinue any Employee Benefits at any time. The Employee Benefits will be provided in accordance with and subject to the terms and conditions of the actual plan documents or the Company policies in effect from time to time and any issues with respect to entitlement to or payment of benefits will be governed by the terms and conditions of such plan documents or Company policies establishing the benefit in issue.



## **AXIS**

1625 Grafton St.  
South Tower  
Nova Centre  
Halifax, NS B3J 3Y3  
Canada

### **8. Vacation**

You are currently entitled to 10 days of paid vacation per calendar year, pro-rated to the commencement of your employment with the Company. Vacation days are to be taken in accordance with the Company's policy. Your future vacation entitlements shall also be determined in accordance with the Company's policy.

### **9. Withholdings**

All payments made and benefits provided to you under this offer shall be subject to all required and applicable withholdings and taxes.

### **10. Work Standards**

You shall, in carrying out your duties, use your best efforts to promote the interests and the business of the Company and conduct yourself in a manner which will ensure the best representation and public image for the Company and all related companies. You also agree to perform your duties in accordance with the rules, regulations and policies established by the Company from time to time. You acknowledge that you have reviewed and understood the Company's rules, regulations and policies in effect at this time.

### **11. Other Employment**

You will, throughout the term of your employment with the Company, devote your full time and attention to the business and affairs of the Company. It is understood that while employed by the Company, you will not engage in any other employment, business or occupation without the prior written approval of the Company.

### **12. Confidential Information**

It is essential to the success of the Company that its business and affairs be kept in the strictest confidence. Therefore you shall not at any time, nor in any manner, except where authorized or required by the Company or by law, divulge, disclose or communicate to any person, firm or corporation any information concerning any matters affecting or relating to the enterprise of the Company or any related company, including, without limiting the generality of the foregoing, any information or trade secrets concerning any of the Company's products, improvements on existing products, advertising, distribution, services, information technology, samples, models, know-how, reports, analysis, formulas, dimensions, studies, financial data and market research and information, including prices, sales information and profit figures, customer identities or preferences, terms of contracts with partners or clients, business methods, practices, plans and strategies, designs, logos, customer and supplier lists, prices obtained for the sale of such products or services, the manner of operation, marketing, product development, and other processes or related financial matters thereof (the "**Confidential Information**"). You hereby covenant and agree that the Confidential Information is the sole and exclusive property of the Company and that you will not use or disclose any such Confidential Information to any party without the express written consent of the Company or its affiliates either during or following termination



**AXIS**  
1625 Grafton St.  
South Tower  
Nova Centre  
Halifax, NS B3J 3Y3  
Canada

of employment.

**13. The termination of your employment with the Company may be effected as follows:**

(1) You may terminate your employment with the Company by giving at least two (2) weeks' advance notice in writing to the Company. The Company may waive this notice period in whole or in part upon providing you with pay in lieu of the balance thereof.

(2) The Company may terminate your employment at its sole discretion for any reason whatsoever, without cause, and in such event the Company's sole obligations shall be: (i) to pay to you any wages and accrued vacation pay, if any, that shall have been earned by you prior to the date of termination but not yet paid; (ii) to the extent permitted by the applicable benefit plan providers and only for the minimum notice period required by the Code, to continue to make its premium contributions to the Employee Benefits you participated in immediately prior to termination, provided that you continue to pay your portion of premium contributions; and (iii) to provide you with two (2) weeks' written notice of termination, or pay in lieu thereof, for every completed year of service to a maximum of twelve (12) weeks' written notice or pay in lieu thereof.

The Company reserves the right to pay you these amounts either in a lump sum or by salary continuance.

You understand and agree that the termination entitlements set out in this section shall satisfy any and all entitlements you may have under statute or common law to notice of termination of your employment, or pay in lieu thereof, and severance pay.

Further, you understand and agree that this provision shall apply to you throughout your employment with the Company, regardless of its duration or any changes to your position or compensation.

(3) The Company may immediately terminate your employment pursuant to this agreement without notice or payment in lieu thereof, for "just cause". For the purposes of this agreement "just cause" shall include but not be limited to:

- (i) Dishonesty, misappropriation, willful misconduct, theft, fraud or gross negligence by you in carrying out your duties, or involving the property, business or affairs of the Company;
- (ii) A material breach of any provision of this agreement by you and the subsequent failure to cure the said breach within fifteen (15) days after receiving written notice thereof from the Company;
- (iii) Consistent poor performance by you, after being advised of the standard required;
- (iv) Any intentional or grossly negligent disclosure of any Confidential Information by you; or
- (v) A breach of any material fiduciary duty owed to the Company.

Notwithstanding the foregoing, your employment with the Company shall not be deemed to have been terminated for just cause unless and until there shall have been delivered to you written notice (a) setting forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of your employment, and (b) stating that as a result, employment is



## **AXIS**

1625 Grafton St.  
South Tower  
Nova Centre  
Halifax, NS B3J 3Y3  
Canada

being terminated for just cause and this specific termination provision is being relied upon ("**Notice of Termination**"). If your employment is terminated for just cause, you shall be entitled to all Salary earned on or before the date of termination. No notice or pay in lieu thereof shall be owed in the event of termination for just cause.

(4) Notwithstanding anything herein, in no case shall you receive less than the payments and benefits to which you are entitled to upon a termination of employment in accordance with the *Code*.

### **14. Return of Company Property**

Upon any termination of your employment under this employment agreement, you will at once deliver or cause to be delivered to the Company all books, memorandum, notes, records, reports, computer disks, documents, effects, money, securities or any other property belonging to the Company or for which the Company is liable to others, that are in your possession, charge, control or custody. You will also return all copies of such items that are in your possession, charge, control or custody.

### **15. Currency**

Unless otherwise indicated, all dollar amounts referred to in this agreement are in Canadian funds.

### **16. General**

(1) This offer letter constitutes the complete understanding between you and the Company with respect to your employment, and no statement, representation, warranty or covenant has been made by you or the Company with respect to this letter except as expressly set forth herein. The parties have expressly contemplated whether there are any additional implied duties owed by the Company to you, at common law or otherwise, outside the written terms of the letter or under statute and confirm that there are no such obligations. This letter shall not be altered, modified, amended or terminated unless evidenced in writing by the Company.

(2) A waiver by you or the Company of any breach under this letter shall not constitute a waiver of any further breaches of this letter.

(3) This offer letter shall be exclusively governed by and interpreted in accordance with the laws of the Province of Nova Scotia. The parties expressly agree to attorn to the exclusive jurisdiction of the adjudicators, courts and tribunals in the Province of Nova Scotia and that no action or claim may be commenced in any other jurisdiction in respect of this letter (including but not limited to issues relating to its interpretation, application, enforcement or termination), the relationship between the parties or the cessation thereof.

(4) If any provision of this letter shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this letter shall not be affected by such invalidity.

(5) You acknowledge that you have been given the opportunity to obtain independent legal advice with respect to the nature and consequences of entering into this offer letter. By signing and accepting this offer, you acknowledge that the Company has



## **AXIS**

1625 Grafton St.  
South Tower  
Nova Centre  
Halifax, NS B3J 3Y3  
Canada

afforded you the opportunity to obtain independent legal advice in respect of this offer letter.

We are very enthusiastic about your decision to join the Company and look forward to a mutually rewarding working relationship. We look forward to offering you opportunities that challenge and reward you.

Sincerely,

### **AGREEMENT & ACKNOWLEDGMENT**

I have read, understood and agree to the terms and conditions of employment set out in this offer letter. I have had a reasonable opportunity to consider this letter and the matters set out therein, and I have received independent legal advice with respect to this letter or acknowledge I have had the opportunity to obtain such advice and have elected not to do so, freely and without duress. I also acknowledge this Agreement has been executed by me prior to commencing any work for the Company.

### **READ CAREFULLY BEFORE SIGNING.**