

Via email

Private and Confidential

July 17, 2019

Dustin Kelly
Dmkelly100@gmail.com

416-688-3346

Dear Dustin,

On behalf of A.J. Sports World Inc. ("Company") we are pleased to offer you employment with us as Ecommerce Manager, beginning after we receive a signed contract ("Offer") and reporting to the Andrew Goldfarb or his/her designate. As an employee of the Company, you will be subject to all Company policies and procedures, and any revisions thereto, of which are available for your review.

Job Duties

You will perform the duties associated with your position and those duties assigned to you by the Company from time to time and in particular, those listed below:

- *Manage Website Ecommerce Including:*
 - *Any and all changes to our website and ecommerce platforms*
 - *Code and upload products to our web store and pushed to multiple sales channels.*
 - *Send out weekly and monthly lists to online clients for upload to their websites.*
 - *Manage monthly maintenance of shopify clients (clean up old orders)*
 - *Create events on our website, shopify and update across all platforms as needed.*
 - *Work with vendors to add and expand our catalog of items for sale.*
 - *Work to expand our online sales reach via additional sales channels.*
- *Digital Marketing including*
 - *Create and expand our online marketing campaigns*
 - *Manage and expand our social media channels*
 - *Market product and events via Email Blasts to both Consumer and Business clients.*
 - *Market and target existing customers for new sales with promotions.*
 - *Market and target B2B customers for new sales via our website with promotions*
- *Assist with IT Services*
 - *Assist with IT Systems at offices as needed.*
 - *Liaison with outside companies for IT systems that need outside support.*
- *Assist with online customer service*
 - *Manage assignment and assist maintenance of Zendesk customer support.*
- *Other Duties such as:*
 - *Assist as needed at conventions and signing events.*
 - *Other similar duties that may arise and may be assigned to the employee.*

The Company reserves the right to make appropriate changes to your job duties as necessary to respond to current business needs. In the event of promotion, transfer or reassignment, the terms of this Offer shall continue to apply other than such terms that are amended to reflect the revised position.

You confirm by your signature below that you are authorizing and directing the release of this information to the Company and/or its designated agents in accordance with all statutory requirements. You further agree to execute any authorization/consent form to permit the release of such information.

Probationary Period

The first three (3) months of your employment is a probationary period ("Probationary Period"), during which time the Company will assess your performance and determine your suitability. At any time prior to the end of your Probationary Period, the Company has the right to terminate your employment for any reason without prior notice to you.

Remuneration and Benefits

During Probationary Period you will receive:

- \$800.00 per week as a base salary

At the completion of the Probationary Period, you will receive:

- \$850.00 per week as a base salary
- Minimum guaranteed \$5,200 in commission pay every year, earned monthly, and paid as \$200.00 per pay period based on the following:
 1. 1% commission on sales from all managed digital sales channels i.e. (ajsportsworld.com, eBay.com, Costco, Amazon) as well as other accounts managed and/or acquired by yourself.
 2. 3% commission on sales from all new sites/projects/ventures including new sites set up for other companies owned by AJSW or GSE.
 3. Commissions above minimum for any given month, will be paid on one of the pay periods during the following month.
- Nontaxable benefit of \$780.00 per year (paid as \$30 per pay period) for any company use for your cell phone
- \$1,000.00 per year (earned at \$83.33 per month) to use in the Company's health spending account subject to the terms of the respective plan. Please note that in the event of any dispute regarding entitlement to benefits provided to you pursuant to the terms of a plan underwritten by our insurance carrier(s) such dispute is a dispute exclusively between you and the carrier.

Performance and Salary Reviews

It is the current policy of the Company to conduct compensation reviews annually at which time your salary may be adjusted based on your performance.

Hours of Work

Normal working hours are from 9:00 am to 5:30 pm, Monday through Friday which includes one thirty (30) minute lunch break; however, you may be expected to work additional hours as required. In particular, you may be required to work on weekends at signing events from time to time based on business needs. In the event you work more than 88 hours over any 2 week period due to events, you are entitled to take an additional hours off the following week.

You acknowledge that meal periods are not included as hours worked for the purposes of calculating the number of daily hours worked.

Vacation

You shall be entitled to two paid weeks' vacation per year of active service. Vacation entitlement will accrue on a monthly basis at the rate of 0.834 days per month and will be scheduled to meet current business requirements. Vacation will be prorated during the first year of employment. Vacation entitlement must be taken by December 31 of the following calendar year or it is forfeited, subject to complying with minimum employment standards legislation.

Your vacation entitlement shall include a week in the summer when the Company shuts down, the dates of which are to be determined annually in the Company's sole discretion. Vacation may not be taken from October 1st through December 23rd.

Expenses

You shall be entitled to be reimbursed for any reasonable business expenses incurred in the exercise of your duties upon submission of proper receipts for such expenses in accordance with the Company policy.

Confidentiality

You acknowledge that you will acquire information about certain matters which are confidential to the Company and which information is the exclusive property of the Company including, but not limited to research, product plans, pricing, clients, customers and accounts, information concerning products and services, trade secrets, production secrets and know-how, computer programs and the financial history of the Company (the "Confidential Information"). You acknowledge that such information could be used to the detriment of the Company and therefore you shall not disclose such information in any manner, directly or indirectly, to any person without the prior written consent of the Company. Notwithstanding the foregoing, you are not precluded from disclosing Confidential Information to a regulatory or law enforcement agency as permitted by law.

Non-Solicitation

You agree that during your employment and for a period of twelve (12) months following the termination of your employment for any reason, that you will not solicit by mail, phone, electronic communication, personal meeting, or any other means, either directly or indirectly, business from any customer of the Company who you served or whose name became known to you during your employment with the Company for the purposes of providing sports marketing and memorabilia services similar to those performed by the Company. Your agreement not to solicit means that you will not, during your employment in any capacity, and for a period of twelve (12) months thereafter, initiate any contact or communication, of any kind whatsoever, for the purpose of inviting, encouraging or requesting any Company customer to transfer from the Company to you, to your new employer or to any entity to which you have a direct or indirect interest ("Organization"), to open a new account with you, with your new employer or Organization, or to otherwise discontinue its patronage and business relationship with the Company within the geographical territory of Ontario.

You agree that during your employment and for a period of twelve (12) months from the termination of your employment for any reason, you will not, either directly or indirectly interfere with the employee/independent contractor arrangements between the Company and any of its employees and/or independent contractors and will not in any way solicit, recruit, hire, assist others in recruiting, hiring, or discuss employment or contractual arrangements with any employees or independent contractors of the Company.

Termination

While it is our hope that your working relationship with the Company will be both lengthy and rewarding, we feel it is important to address the terms that will apply if it becomes necessary to end our relationship.

The Company may terminate your employment without notice to you in the event of cause. Where it is determined by a court of competent jurisdiction that the Company did not have just cause to terminate your employment, the Company's obligation on termination of employment, inclusive of termination pay, benefit continuance and severance payments, shall be limited to the minimum requirements, amounts, and benefits required under the Ontario *Employment Standards Act, 2000*, as amended.

The Company may terminate your employment without cause upon giving you minimum written notice or pay in lieu of notice, minimum benefit continuance (as required), and statutory severance pay (where applicable), together with any other entitlement owed to you pursuant to the terms of the Ontario *Employment Standards Act, 2000*, as amended. Where any benefit, severance payment, notice payment or working notice, or combination of payment and notice, is given under this section and the benefits, notice and/or payment fails to meet the minimum requirements of the Ontario *Employment Standards Act, 2000*, as amended, the Company's obligations on termination of employment shall be limited to the minimum requirements under the Ontario *Employment Standards Act, 2000*, as amended, and the Company shall have no further working notice, pay in lieu of notice, severance pay, or benefits obligation to you, monetary or otherwise, at common law or otherwise, including any entitlement to any bonus payment prorated to your termination date or through any common law reasonable notice period.

Resignation

In the event that you decide to resign from your employment, we ask that you provide us with two (2) weeks' notice of resignation ("Resignation Notice Period"). In the event that you accept employment with a competitor prior to or during the Resignation Notice Period, the Company may terminate the employment relationship immediately without any obligation to provide you with notice or pay in lieu of notice. Furthermore, the Company will not be obligated to pay you for the remainder of the Resignation Notice Period.

Change of Terms of Employment

The Company reserves the right to alter fundamental terms of your employment upon providing you with written notice equivalent to the minimum amount of notice of termination required by the applicable minimum provincial employment standards legislation.

Prior Obligation

You represent and warrant to the Company that prior to acceptance of employment with the Company you have advised the Company of all restrictions on your employability resulting from previous employment and you have presented to the Company for its review any previous employment agreements and other restrictive agreements, any provisions of which may still be in effect and have a reasonable bearing on your employment with the Company (unless review of such agreements by the Company would represent or constitute a breach of confidence, in which case your obligation shall be to inform the Company of such restrictions to the extent permissible under such prior agreement).

General

- (i) This Offer constitutes the entire offer and supersedes all prior agreements, understandings, negotiations and discussions, whether written or oral.
- (ii) This Offer shall be construed, interpreted and enforced in accordance with the laws of the Province of Ontario.
- (iii) No amendment or waiver of any provisions of this Offer shall be binding on any party unless set out in writing by the Company. No waiver of any provision of this Offer shall constitute a waiver of any other provision nor shall any waiver constitute a continuing waiver unless otherwise provided.
- (iv) This Offer shall inure to the benefit of and shall be binding upon and enforceable by the parties hereto, and the heirs, executors, administrators and legal personal representatives of you and the successors and assigns of the Company. This Offer is personal to you and may not be assigned by you.
- (v) If any provision of this Offer shall be held to be invalid, illegal or unenforceable, such enforceability or invalidity shall not affect the enforceability or validity of the remaining provisions of this Offer and such provision shall be severable from the remainder of this Offer.

If the terms of employment are acceptable to you, please indicate your acceptance by signing a copy of this letter in the space provided below on or before June 8, 2019 after which date, this Offer shall be considered void.

If you have any questions or require additional information, please do not hesitate to contact me.

Yours truly,

Andrew Goldfarb
A.J. Sports World
President

I have read the contents of this letter and have been provided with the opportunity to seek clarification of the terms contained herein, and hereby accept employment with A.J. Sports World Inc. based on the terms and conditions outlined herein.

Dustin Kelly

Date