

## INFLUITIVE CORPORATION

**Confidential**

May 20, 2015

Eduardo Poleo  
Toronto, ON

Dear Eduardo,

Re: **Employment Terms**

We are writing to set out terms for your offer of employment with Influitive Corporation (the "Company").

All dollar figures are expressed in CAD\$ (gross) and all payments to you will be made subject to withholding taxes and other mandatory deductions.

**1. Employment, Prior Service and Duties**

- 1.1 The Company shall employ you on an indefinite basis, commencing on May 25, 2015, and terminating on the date upon which your employment is terminated pursuant to the provisions of Section 3 hereof.
- 1.2 You will hold the full time position of Junior Software Crafter. You will report to the VP Engineering. You will devote the whole of your time and attention to performing all duties consistent with your position, training and experience that may at any time reasonably be assigned to you.

**2. Compensation**

- 2.1 **Salary.** We will initially pay you a salary ("**Salary**") for your services of \$60,000 per calendar year, less applicable withholding of taxes and other mandatory deductions. Your Salary will be paid in accordance with our payroll policies.
- 2.2 **Stock Option Grants.** You will be entitled to an initial grant of options to purchase 15,000 common shares of the Company. The options shall vest at the rate of 25% per year with the first 25% vesting the first anniversary of your option grant date and the balance vesting on the last day of each quarter thereafter in equal amounts. The options will expire on the 7<sup>th</sup> anniversary of your option grant date, subject to earlier termination in the event of termination of your employment. The exercise price is determined by the most recent 409A valuation approved by the board. The options will be granted pursuant to the Company's stock option plan, a copy of which has been made available to you, and your options will be subject to the terms of that plan. The plan provides, among other

things, that upon exercise of your options, you will be required to become subject to any unanimous shareholders agreement then governing the affairs of the Company. You will be provided with a grant letter to be entered into by the Company and you as a condition of receiving any grant. You will also be entitled to consideration for future grants pursuant to the Company's stock option plan. Your options are subject to the board approval.

- 2.3 **Validity of Offer.** This offer is valid until Friday, May 22 at 5:00 PM EDT, after which may be rescinded.
- 2.4 **Bonus Plan.** You will be entitled to receive variable compensation according to the Company's Employee Bonus Plan which shall be provided to you within 60 days after your start date. Any variable compensation will be paid net of applicable withholding taxes and other mandatory deductions.
- 2.5 **Business Expenses.** You will be reimbursed for all business expenses which you reasonably incur in connection with your duties at Influitive. You will provide us with statements, receipts or vouchers to support claims for reimbursement of your expenses. Your expenses will be subject to review and approval in accordance with the Company's policies from time to time.
- 2.6 **Vacation.** In each full calendar year during the term, you will be entitled to a total of 15 days paid vacation (accrued in equal monthly installments, and pro-rated for partial years), to be taken at such times as may be acceptable to the Company. If your employment ends for any reason, you will not be entitled to receive any payment for unused vacation, except as set out in Section 3.6 below.
- 2.7 **Benefits.** You will be entitled to participate in the benefit plans as are generally maintained for employees in Canada as amended, replaced or terminated from time to time. The Company reserves the right at any time to amend benefits, and/or to switch to a different benefit carrier or plan, and you will not have any right to compensation as a consequence.

### 3. **Termination**

- 3.1 **Termination by You.** You may terminate your employment hereunder at any time by providing no less than 30 days' notice in writing.
- 3.2 **Stop Work Notice.** If you provide to us the notice of resignation contemplated by Section 3.1, at any time after our receipt of that notice we will be entitled to waive the remainder of that notice, and your resignation will then take effect immediately. Upon waiver of that notice, you will receive a payment equal to your regular Salary that would otherwise have been payable for the remainder of the notice period.
- 3.3 **Termination upon Death.** Your employment will immediately terminate upon your death.

- 3.4 **Termination for Cause.** We may immediately terminate your employment for cause without notice or further obligation.
- 3.5 **Termination within Probation Period.** We may immediately terminate your employment without cause within first 90 days of your employment.
- 3.6 **Termination by Us Without Cause after Probation Period.** Your employment hereunder may be terminated by the Company at its sole discretion without cause by providing to you with either:

(i) notice of termination in writing calculated as 2 weeks of notice per completed year of employment with the Company to a maximum of 18 weeks (the "**Notice Period**"); or,

(ii) continuation of salary and group benefits coverages (subject to the terms of the applicable benefit plans) from the termination date for the Notice Period or until you commence alternate employment, whichever is the lesser period;

provided however that in no event will the total notice, payments and benefits provided in this Section 3.6 be less than the total notice, severance, payments and benefits prescribed by Employment Standards.

- 3.7 **Result of Termination.** If your employment terminates for any reason:

- (a) this Agreement will be terminated, except for Sections 4.2, 4.3, 4.4, 4.5, 4.6, 4.7, 4.8, 4.9 and 4.10 and any other provisions specifically contemplated to continue beyond the termination of this Agreement;
- (b) if you are then participating in any Company benefits, except to the extent otherwise strictly prescribed by Employment Standards, all benefits will immediately terminate;
- (c) unused accrued vacation will not be paid out, except to the extent otherwise strictly prescribed by Employment Standards;
- (d) any notice or payments provided for under Section 3 of this Agreement will satisfy and replace, to the greatest extent possible, any statutory requirements (such as statutory severance pay and vacation pay) relating to compensation upon or in connection with your termination and to the extent there is a statutory obligation to make any payment to you or provide any benefit to you, that payment or benefit will reduce payments to be made or benefits to be provided under this Agreement by the same amount or extent;
- (e) you will have no claim against the Company and its officers, directors, employees or agents for damages or any other amounts arising out of or in respect of your employment, except for payment of any compensation or benefits owed to you on termination under this Agreement. At our request, you will re-confirm this release in writing as a condition to receiving any payment or entitlement under

Sections 3.2 or 3.6 that exceed the minimum entitlements strictly prescribed by Employment Standards; and

- (f) you will promptly return any property of the Company in your possession.

#### **4. Your Obligations**

##### **4.1 General Obligations.** During the term of this Agreement, you will:

- (a) well and faithfully serve the Company and carry out the duties assigned to you to the best of your ability;
- (b) act honestly and in good faith with a view to the best interests of the Company;
- (c) comply with all applicable laws as well as all policies of the Company as implemented and amended from time to time;
- (d) not improperly bring to the Company or use any trade secrets, confidential information or other proprietary information of any third party;
- (e) not knowingly infringe the intellectual property rights or other rights of any third party in the performance of your duties.

##### **4.2 Confidential Information.** All Confidential Information (as defined below), whether it is developed by you during the term (individually or in collaboration with others) or by others employed or engaged by or associated with the Company, is the valuable, exclusive and confidential property of the Company or its customers or suppliers, as the case may be, and will at all times be regarded, treated and protected as confidential, as provided in this Agreement. You will use the Confidential Information only as necessary in the course of your employment. Your obligations under this Section will remain in effect in perpetuity. "**Confidential Information**" means information, whether or not originated by you, that relates to the business or affairs of any member of the Company, its customers or suppliers and is confidential or proprietary to any member of the Company, its customers or suppliers that is, or would reasonably be expected to be, treated confidentially. For greater clarity, your obligations under this Section 4.2 apply to any such information disclosed to you prior to the term of (but in expectation of) your employment by the Company. Confidential Information includes unpublished know-how, technical data, techniques, records, formulae, processes, sketches, photographs, plans, drawings, specifications, samples, reports, manuals, documents, prototypes, business plans, hardware, software, telecommunications and other equipment, working materials, customer lists, findings, inventions and ideas, whether patentable or not, whether they be trade secrets or not and whether they be in written, graphic or oral form, that are now or thereafter owned, licensed or otherwise acquired by the Company, its customers, its suppliers and others. The terms of this Agreement also constitute Confidential Information and must be treated confidentially by you (but may be disclosed on a confidential basis to your professional legal or financial advisors and your immediate family).

- 4.3 **Non Competition.** You acknowledge that your services are unique and extraordinary. You also acknowledge that your position will give you access to confidential information of substantial importance to the Company and its business. Accordingly, during the Non Competition Period, you will not either individually or in partnership or jointly or in conjunction with any other person, entity or organization, as principal, agent, consultant, lender, contractor, employer, employee, investor, shareholder or in any other manner, directly or indirectly, advise, manage, carry on, establish, control, engage in, invest in, offer financial assistance or services to, or permit your name or any part thereof to be used by, any business that competes with the business of the Company, or any business in which the Company is engaged which, for the purposes of the Agreement, means: (a) any business involving the development, licensing or sale of software to be for the purpose of finding and acquiring new customers; and, (ii) such other business that was the subject of actual or demonstrably anticipated research and development by the Company, at any time during the 12 months preceding the date that your employment terminates for any reason (collectively, the "**Business**"). Without limiting the generality of the foregoing, this provision prohibits you from being involved in the solicitation or sale to any customers of the Business of any products or services sold or provided by the Business. "**Non Competition Period**" means the period during which you are employed by us and a period equal to 1 year immediately following the date that your employment terminates for any reason.
- 4.4 **Non Solicitation.** During the period during which you are employed by us and a period equal to 1 year immediately following the date that your employment terminates for any reason, neither you nor any entity with whom you are at the time associated, related or affiliated will, directly or indirectly, entice away or in any other manner persuade or attempt to persuade any person or entity known to you to be any officer, employee, agent, supplier or customer of the Company to discontinue or alter his, her or its relationship with the Company. You will not assist or procure any other person or entity to do any act that, if done by you, would constitute a violation of any of your obligations above.
- 4.5 **No Hire.** During the period during which you are employed by us and a period equal to 1 year immediately following the date that your employment terminates for any reason, neither you nor any entity with whom you are at the time associated, related or affiliated will, directly or indirectly, hire as an employee or full-time contractor any individual who is or was within the previous 6 months an officer, employee, agent, supplier or customer of the Company for a position in which he or she reports, directly or indirectly, to you. You will not assist or procure any other person or entity to do any act that, if done by you, would constitute a violation of any of your obligations above.

#### 4.6 **Intellectual Property.**

- (a) **Ownership.** All Developments (as defined below) will be the Company's exclusive property and we will have sole discretion to deal with them. "**Developments**" means all works of authorship and ideas (whether or not patentable or copyrightable) and legally recognized proprietary rights (including, but not limited to, patents, copyrights, trademarks, know-how (other than your general skills and experience gained during employment) and trade secrets), and all records and copies of records relating to the foregoing, that:
- (i) result or derive from your employment or from your knowledge or use of Confidential Information;
  - (ii) are conceived or made by you (individually or in collaboration with others) in connection with your employment by the Company;
  - (iii) result from or derive from the use or application of the resources of the Company; or
  - (iv) relate to the business operations of or actual or demonstrably anticipated development by the Company;
- including those conceived or made by you (individually or in collaboration with others) prior to the term of (but in expectation of) your employment by the Company.
- (b) **Moral Rights.** You hereby irrevocably waive all moral rights arising under the *Copyright Act* (Canada) as amended (or any successor legislation of similar effect) or similar legislation in any applicable jurisdiction, or at common law, that you may have now or in the future with respect to the Developments, including, without limitation, any rights you may have to have your name associated with the Developments or to have your name not associated with the Developments, any rights you may have to prevent the alteration, translation or destruction of the Developments, and any rights you may have to control the use of the Developments in association with any product, service, cause or institution.
- (c) **Computer Systems.** Both during and after your employment with the Company, you will not make any unauthorized use of the Company's computer systems, communications networks, databases or files. You will not use unauthorized and/or unlicensed and/or illegal software on Company equipment, or on personal equipment used to perform any work for the Company. You will only use "open source software" in accordance with the Company's policy or with the Company's prior approval. You will adhere to all Company policies regarding the use of such computer systems communication networks, databases or files.
- (d) **Further Assurances.** You will do all further things that may be reasonably necessary or desirable in order to give full effect to this Section 4.6. If your co-operation is required in order for the Company to obtain or enforce legal

protection of the Developments following the termination for any reason of your employment, you will provide that co-operation so long as the Company pays you reasonable compensation for your time at a rate to be agreed, provided that the rate will not be proportionately less than the last Salary paid to you by the Company during your employment.

- 4.7 **Validity of Covenants.** You agree that (a) all provisions and restrictions in this Agreement are reasonable and valid and (b) you waive all defences to the strict enforcement of this Agreement.
- 4.8 **Injunctive Relief.** You agree that the remedy at law for any breach by you of Section 4.2, 4.3, 4.4, 4.5 or 4.6 of this Agreement will be inadequate and that the Company will be entitled to temporary and permanent injunctive relief against you without the necessity of proving actual damage to the Company.
- 4.9 **Our Breach No Excuse.** You agree that Sections 4.2, 4.3, 4.4, 4.5 or 4.6 of this Agreement are enforceable against you despite any breach or repudiation or alleged breach or repudiation of this Agreement by us, even if we terminate you in a fashion that does not comply with this Agreement or applicable law.
- 4.10 **Informing Prospective Employers.** You will inform (and hereby authorize the Company to inform) any prospective or future employers of the existence of this Agreement and the obligations it imposes upon you under Sections 4.2, 4.3, 4.4, 4.5 and 4.6.

## **5. Personal Information and Business Transactions**

From time to time, the Company may enter into business transactions, such as the purchase, sale, lease, merger, amalgamation, public offering or any other type of acquisition, disposition of, or financing of, or the taking or granting of a security interest in, all or a portion of, any business, activity or asset of the Company or another organization (a "business transaction"). In the context of the negotiation, review or completion of a business transaction or in the context of being a public company, the Company may collect, use or disclose the personal information of its officers, directors and employees. To the extent that your consent is required under applicable privacy laws, if any, for the Company to use your personal information for purposes of a business transaction, you hereby consent to the Company collecting, using and disclosing your personal information.

## **6. Notice**

Any notice required or permitted to be given to you will be in writing and will be sufficiently given if delivered to you personally or mailed by registered or certified mail, postage prepaid, addressed to you at your address as shown on the records of the Company. Any such notice which is mailed will be deemed to have been received by you on the third business day following the date of mailing.

**7. Entire Agreement, Governing Law**

This Agreement is the entire agreement between you and us with respect to this subject matter hereof and supersedes any and all prior agreements, arrangements or understanding between the parties relating to the subject matter hereof, except written agreements relating to stock option grants. The provisions of this Agreement will be governed by and interpreted in accordance with the laws Ontario.

**8. Severability**

The provisions of this Agreement are severable and the invalidity or unenforceability of any part will not affect the validity and enforceability of the other parts. If any part is held to be unenforceable, it will be interpreted in such a way as to effect most comprehensively the intention of the parties. If any part is determined to be unenforceable, it will not impair the validity of any other part and each part is separate and distinct. The parties will cooperate to replace any severed term of this Agreement with a replacement provision as close to the severed term as is legally permissible.

**9. Acknowledgement**

You acknowledge that you have had sufficient time to review this Agreement thoroughly and to obtain legal advice if desired. You confirm that you have read and understand the terms of, and your obligations under, this Agreement.

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If this Agreement is acceptable to you, please sign both copies and return one copy to us. Upon receipt by us of the fully executed copy, this Agreement will be effective.

**INFLUITIVE CORPORATION**

By: \_\_\_\_\_  
Mark Organ, CEO

I agree to the terms of this Agreement.

By: \_\_\_\_\_  
Eduardo Poleo