



January 10, 2020

Swapnil Garge
(Electronically Delivered)

Dear Swapnil:

We are delighted to confirm our offer for you to join the Ipsos family of businesses pursuant to the terms and conditions outlined in this letter. Your initial assignment will be with Ipsos Limited Partnership (referred to as the "Company"), although this assignment may change over time according to business needs.

1. **YOUR ROLE.**

At the inception of your employment, you will have the title and position of Senior Account Manager, reporting to Molly Deal, Vice President, and shall have the duties and authorities customarily associated with this position. You will be located in our Toronto office. The term of your employment shall commence on January 27, 2020.

2. **COMPENSATION.**

(a) **Base Salary.** The Company will pay you an annualized salary of \$73,000, which is paid semi-monthly less any applicable income tax withholdings and other customary employee deductions (all of which are done in accordance with the Company's normal payroll processes).

(b) **Employee Benefits.**

(i) **Benefit Plans.** You will be eligible to participate in the Company's Canadian benefits plans per the applicable terms and conditions outlined in the plan documents (which terms shall in all cases control) as they may be modified from time to time in the Company's sole discretion. In 2020, these include the following:

(A) Insurance coverage as is provided to similarly situated employees. The monthly premium will be deducted from your pay. Details of such coverage will be provided under separate cover.

(B) You will also be eligible to participate in the Company's RRSP program upon your date of hire. You will be eligible to receive the Company match contributions once you have completed 90 days of service.

More information on the RRSP programs will be made available to you under separate cover. You will be advised of any future changes to these programs.

If you will be giving up other employment to take this position, please understand that the Company is not responsible for any benefits or

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entitlements (i.e. including seniority and tenure) you may lose as a result of you resigning your present position.

- (c) You understand and acknowledge that the Company is a dynamic organization and its compensation and benefits plans described in this Section 2 are under constant review and may change during the course of your employment with the Company, as determined by the Company in its sole and absolute discretion.

3. VACATION.

In 2020, you will be entitled to 3 weeks of vacation each year, or a pro rata portion thereof in any partial calendar year, plus all paid holidays generally provided by the Company to its salaried employees. You acknowledge and agree that a maximum of five (5) vacation days carry over from one year to the next, but can be carried over only for one year.

4. REIMBURSEMENT FOR CERTAIN EXPENSES.

The Company shall reimburse you for all documented, reasonable and necessary expenses you incur on behalf of the Company in connection with your duties in accordance with policies adopted from time to time by the Company.

5. NOTICE OF RESIGNATION.

You agree to provide a minimum of ten (10) business days written notice prior to resigning your position with the Company.

Swapnil, this letter outlines the principal terms of our offer for employment. Also attached to this letter is the Fair Competition Agreement that sets forth our terms and conditions of employment, and our offer set forth above is contingent upon your signing the attached Fair Competition Agreement. Please be advised that the terms and conditions outlined in the Fair Competition Agreement will survive any changes in your employment with the Company and will remain in effect following your separation from the Company for any reason.

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Once again Swapnil, we look forward to a long and fruitful working relationship with you as a member of the Company. Please indicate your agreement with the terms of this letter by signing in the space provided below and returning the letter, and the attached Agreement, by January 13, 2020 by scan and email to Jessica Sanguinetti at Jessica.Sanguinetti@ipsos.com.

Yours truly,

Ipsos Limited Partnership

By: 

Name: Carla Flamer

Title: President

AGREED AND ACCEPTED:

EMPLOYEE:

Name: Swapnil Garge

Date: _____

FAIR COMPETITION AGREEMENT

THIS FAIR COMPETITION AGREEMENT (this "Agreement"), dated January 10, 2020, is made and entered into by and between Ipsos Limited Partnership (and/or any of its current or future subsidiaries, affiliates, successors and/or assigns) (collectively, the "Company"), and Swapnil Garge (referred to as "you"). In consideration of the inception of your employment, mutual promises and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. GENERAL TERMS

- (a) During the term of your employment, you shall devote your entire working time to the Company's business and the performance of the duties and responsibilities assigned to you.
- (b) During the term of your employment, you shall not, except with the prior written consent of the Company, engage in any other business or enterprise, whether as owner, partner, shareholder, member, director, employee, consultant, advisor, independent contractor or otherwise, except, you may own not more than (i) one percent (1%) of any class of stock registered on a nationally recognized stock exchange or traded over the counter or (ii) five percent (5%) of the equity interests of any privately-held company, which, in each instance, is not either directly or indirectly in competition with the activities of the Company or any affiliated company.
- (c) You agree to fully comply with all Company policies and procedures for employees, including, but not limited to, the terms and conditions set forth in any applicable employee handbook, code of conduct, compliance manual or any other memorandum or communication applicable to you, including the Ipsos Book of Policies and Procedures and the Ipsos Green Book (as such materials may be amended from time to time).
- (d) You represent and warrant that you are not a party to any oral or written agreement that may restrict or in any other way affect your ability to comply with your obligations hereunder, such as a non-competition or client non-solicitation agreement with a previous employer. You also represent and warrant that you are not a party to any lawsuit that may affect your ability to comply with your obligations under this agreement (such as a lawsuit with a former employer relating to a non-compete obligation). Furthermore, you agree that you will not improperly use or disclose any proprietary information or trade secrets of any former employer or other person or entity, and you will not bring onto the premises of the Company, or place on any electronic storage device, any confidential or proprietary information belonging to any such employer, person or entity, either in hard copy or electronic form, without their prior written consent.
- (e) You shall not make any disparaging or misleading comments or statements about the Company or its affiliated companies or any of their directors, employees or Clients (as defined below). Further, you shall not make any statements with respect to unpublished information which may affect the Company's shares, debentures or other securities unless such statement has been agreed in advance with the Company.

2. RETURN OF COMPANY PROPERTY; SOCIAL MEDIA.

- (a) If asked to do so by the Company at any time during your employment, or automatically when your employment ends, you will promptly return to the Company all original and copies of documents (including those considered to be intellectual property), software and any other information-storing medium belonging to the Company and any other property belonging to the Company or belonging to any third party who has provided the property to the Company for its use and which is in your possession or under your control.
- (b) You will co-operate with any request made by the Company either during or after the termination of your employment to provide access (including passwords and any codes) to any computer or other equipment (electronic or otherwise) in your possession or under your control, which contains information relating to the Company or its business. You will permit the Company to inspect, copy, delete or remove any such information.
- (c) You agree that within thirty (30) days after the date of termination of your employment for any reason, you will cease to publicly represent (including on all social media sites, such as LinkedIn) that you are an active employee of the Company.
- (d) The Company may withhold any monies owing to you until you have complied with these obligations.

3. **COOPERATION.** You agree that while employed by the Company and thereafter, you will respond and provide information with regard to matters in which you have knowledge as a result of your employment with the Company, and will provide reasonable assistance to the Company in defense of any claims that may be made against the Company or its affiliated companies, and will assist the Company in the prosecution of any claims that may be made by the Company or its affiliated companies, to the extent that such claims may relate to the period of your employment with the Company. You agree to promptly inform the Company if you become aware of any lawsuits involving such claims that may be filed or threatened against the Company or its affiliated companies. You also agree to promptly inform the Company (to the extent that you are legally permitted to do so) if you are asked to assist in any investigation of the Company or its affiliated companies (or their actions), regardless of whether a lawsuit or other proceeding has then been filed against the Company or its affiliated companies with respect to such investigation, and shall not do so unless legally required. To the extent that you incur out of pocket expenses, the Company agrees to reimburse you for reasonable out of pocket expenses, as determined in the Company's sole discretion, incurred in connection with such cooperation.

4. CONFIDENTIALITY AND NON-DISCLOSURE.

- (a) **Confidentiality and Non-Disclosure.** As used in this Agreement, "Client" means any person, corporation or other entity for which the Company has performed any services or to which it has sold any products or with which it has engaged in any business activity and persons and entities from which the Company has actively solicited business or discussed other business arrangements, and specifically includes any investor in the Company. The Company's Clients expect that the Company will hold all business-related information about the Client, including the fact that they are doing business with the Company and the specific matters on which they are doing business ("Client Confidences"), in the strictest confidence.

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You acknowledge that during the course of your employment, you will have access to such Client Confidences. You also acknowledge and agree that all relationships with Clients that you initiate or develop during your employment with the Company belong to the Company, not to you personally.

- (b) Confidential Information. You also acknowledge that during the course of your employment, you will have access to information relating to the Company's business that provides the Company with a competitive advantage, that is unique and novel to the Company, that is not generally known outside the Company, that could not easily be determined or learned by someone outside the Company and that the Company has taken steps to protect, or that is disclosed to you only in strict confidence, including, without limitation, trade secrets used, developed or acquired by the Company in connection with its business ("Confidential Information"). Such Confidential Information, whether or not explicitly designated as confidential, includes both written information and information not reduced to writing, and includes information and unique proprietary knowledge of the identity, characteristics, and preferences of the Company's Clients (including Client Confidences), internal corporate policies and strategies, pricing, financial and sales information, forecasts, and business and marketing plans. You acknowledge that the Company at all times retains ownership and control of its Confidential Information, that unauthorized use or disclosure of Confidential Information will damage the Company's business, and that the restrictions contained in this Agreement relating to Confidential Information are reasonable and necessary for the protection of the Company's legitimate business interests.
- (c) Duty to Preserve Client Confidences and Confidential Information. You agree not to use or disclose, without the prior written consent of the Company, both during and after your employment with the Company, Client Confidences or Confidential Information, except as may be necessary in the good faith performance of your employment duties to the Company or unless required by law.
- (d) Company Documents. You acknowledge that all documents, in hard copy or electronic form, received, created or used by you in connection with your employment with the Company are and will remain the property of the Company and constitute Confidential Information. You agree to return and/or cooperate in permanently deleting all such documents (including all copies) promptly upon the termination of your employment and agree that during or after your employment, you will not, under any circumstances, without the written consent of the Company, disclose those documents to anyone outside the Company or use those documents for any purpose other than the advancement of the Company's interests.

5. **NON-SOLICITATION OF CLIENTS**. You acknowledge that, by virtue of your employment with the Company, you have gained or will gain knowledge of the identity, characteristics, and preferences of the Company's Clients, among other Client Confidences and Confidential Information, and that you would inevitably have to draw on such information if you were to solicit or service the Company's Clients on behalf of a competing business. Accordingly, you agree that during your employment with the Company, and for one (1) year following the termination of your employment for any reason, you will not, on your own behalf or behalf of anyone else, directly or indirectly solicit or accept the business of, for the purpose of performing competing services, or perform any competing services for:

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- (a) actual Clients of the Company for whom you performed services or had direct contact or access to Client Confidences during the course of the last two (2) years of your employment with the Company, or
- (b) prospective Clients with whom you were in direct contact or for whom you participated in any way in a request for proposal response, a proposal, or any written or oral presentation during the course of the last two (2) years of your employment with the Company.

You further agree that during your employment, and for the one (1) year period thereafter, you will not encourage or assist any person or entity in competition with the Company to solicit or service any actual or prospective Client of the Company covered by this Section, or otherwise seek to encourage or induce any such Client to cease doing business with, or reduce the extent of its business dealings with, the Company.

6. **NON-SOLICITATION OF EMPLOYEES.** You also agree that during your employment and for the one (1) year period following the termination of your employment for whatever reason, you will not directly or indirectly (i.e., through a third party, such as a colleague or recruiter) solicit, recruit, hire or seek to hire (whether on your own behalf or on behalf of some other person or entity) any person who is at that time (or was during the prior six (6) months) an employee, consultant or independent contractor of the Company. Nor will you during your employment by the Company, and for the one (1) year period thereafter, directly or indirectly, on your own behalf or on behalf of any other person, entity or organization, induce or encourage any employee, consultant, independent contractor, representative or other agent of the Company to terminate or reduce his or her employment or other business relationship or affiliation with the Company.

7. **INTELLECTUAL PROPERTY.** You agree to fully and promptly disclose to the Company, without additional compensation, all ideas, original or creative works, inventions, discoveries, computer software or programs, statistical and economic models, improvements, designs, formulae, processes, production methods and technological innovations, whether or not patentable, copyrightable works, trademarks, service marks or other proprietary trade secrets which are made, conceived or created by you, alone or with others, during or after usual working hours either on or off your job, and which are related to the business of the Company or which relate in any way to the work performed by you for the Company ("Intellectual Property"). You acknowledge that the Company owns all such Intellectual Property rights as works made for hire to the fullest extent of the law and, for the avoidance of doubt, hereby assign to the Company all such Intellectual Property rights in any and all media now known or hereafter developed, along with all existing causes of action, known or unknown. You agree, at any time during or after your employment, to sign all papers and do such other acts and things, at the Company's expense, as the Company may reasonably require of you to protect the Company's rights to such Intellectual Property, including applying for, obtaining and enforcing legal protection on such Intellectual Property in any and all countries. You hereby waive any and all moral rights in any and all Intellectual Property.

8. OTHER TERMS.

- (a) In the event you seek or obtain employment or some other business affiliation with any person or entity other than the Company in the advertising research or market research field, you agree to provide that person or entity with a copy of this Agreement. You also agree that the Company may provide copies of Sections 2 - 7 of this Agreement to any such person or entity.
- (b) In addition to any other remedy, in the event that you violate Sections 5 – 6 of this Agreement, the time periods set forth in those provisions shall be extended for the period of time you were in violation of those provisions.
- (c) Nothing in this Agreement shall be construed to prohibit you from reporting possible violations of provincial or federal law or regulations to any governmental agency or self-regulatory organization, or making other disclosures that are protected under whistleblower or other provisions of any applicable provincial or federal law or regulations. Furthermore, non-compliance with the disclosure provisions of this Agreement shall not subject you to criminal or civil liability under any provincial or federal trade secret law for the disclosure of a Company trade secret: (i) in confidence to a provincial or federal government official, either directly or indirectly, or to an attorney in confidence solely for the purpose of reporting or investigating a suspected violation of law; (ii) in a complaint or other document filed in a lawsuit or other proceeding, provided that any complaint or document containing the trade secret is filed under seal; or (iii) to an attorney representing you in a lawsuit for retaliation against you for reporting a suspected violation of law or to use the trade secret information in that court proceeding, provided that any document containing the trade secret is filed under seal and you do not disclose the trade secret, except pursuant to court order.
- (d) This is an agreement for the performance of personal services by you and may not be assigned by you or by the Company, except that the Company may assign this Agreement to any affiliated company or any successor in interest to the Company. In the event you begin working for or providing services to any affiliated company, so much of this Agreement as may be appropriate under the circumstances shall be deemed assigned without need for notices or any written document.
- (e) Any notice to be given by either party hereunder shall be sent by overnight courier with receipt confirmation or by certified or registered mail addressed to the address above written, and if the notice is to the Company, a copy shall also be sent to the General Counsel. Any party may change the address to which notices are to be sent by giving written notice of such change of address to the other. No notice given hereunder shall be deemed to have been given unless actually received by the party to whom it is addressed, provided that a certified or registered mail receipt shall be conclusive evidence of receipt thereof.
- (f) You hereby expressly agree and acknowledge that the restrictions contained in this Agreement are fair, reasonable and necessary for the protection of the legitimate business interests of the Company and that the Company will suffer irreparable harm in the event of any actual or threatened breach by you. You therefore consent to the entry of a restraining order, preliminary injunction or other preliminary, provisional or permanent court order to enforce this Agreement and expressly waive any security that might otherwise be required in connection with

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such relief. You also agree that any request for such relief by the Company shall be in addition and without prejudice to any claim for monetary damages which the Company might elect to assert. This provision is a material inducement for the parties' acceptance of this Agreement.

- (g) If any provision of this Agreement is held to be unenforceable by a court or other decision-maker, the remaining provisions shall be enforced to the maximum extent possible. If a court or other decision-maker should determine that any portion of this Agreement is overbroad or unreasonable, such provision shall be given effect to the maximum extent possible by narrowing or enforcing in part that aspect of the provision found overbroad or unreasonable.
- (h) This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario. You hereby irrevocably consent to exclusive personal jurisdiction and venue in the provincial and federal courts in the Province of Ontario for the purpose of any legal proceeding relating to or arising hereunder this Agreement.
- (i) If any proceeding is brought concerning an alleged violation of this Agreement, the prevailing party shall recover from the losing party all reasonable attorneys' fees and costs incurred in connection with such proceeding, in accordance with applicable law.
- (j) Each party agrees that (i) this Agreement, your Offer Letter and any documents incorporated by reference herein are the entire and only agreement between the parties respecting the subject matter hereof and integrates all prior offers, promises, agreements, representations, undertakings and covenants relating in any way to the subject matter hereof, and (ii) there are no other agreements, contracts, terms, provisions, promises, representations, undertakings, or covenants among or between the parties relating in any way to the subject matter hereof. This Agreement may be modified only by a written instrument executed by all parties hereto.
- (k) Should you be promoted to a position at or above the level of Director, you will be required to sign a new Offer Letter and Agreement that may contain additional restrictions as a condition of such promotion.
- (l) You acknowledge that you understand the terms and conditions set forth in this Agreement and have had adequate time to consider whether to agree to them and to consult a lawyer or other advisor of your choice if you wish to do so.
- (m) All rights and obligations under this Agreement which by their nature or their terms should survive will remain in effect after any termination or expiration of this Agreement.

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- (n) This Agreement may be executed in several counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

IPSOS LIMITED PARTNERSHIP

EMPLOYEE

By: _____
Name: _____
Title: _____

Swapnil Garge