



## **TRAINEE EMPLOYMENT AGREEMENT**

## TERMS & CONDITIONS

### 1. General

#### The Parties

<b>FDM</b>	<b>FDM Group Canada, Inc.</b>
<b>The Trainee</b>	<b>Yuanshan Huang</b> 10B Clairtrell Road, North York, Ontario, M2N5J6

Throughout this Agreement the terms “you” and “your” shall pertain to you, the **Trainee**. The terms “we”, “us” and “our” shall pertain to us, **FDM**. Subject to the terms and conditions contained in this Agreement and the schedules and attachments referenced or attached hereto, the Parties agree as follows:

#### Scope of Agreement

The scope of this Agreement shall be for the terms and conditions of training in FDM’s training program at its in-house academy. Your terms and conditions of employment after training and on placements will be contained in and governed by a separate agreement (“Placement Employment Agreement”).

#### Terms of Employment as a Trainee

Your specific terms of employment as a Trainee are provided on Schedule 1. In accordance with the terms of this Agreement, you agree to carry out your duties as a Trainee with honesty, care and diligence and with a view to the best interests of FDM.

### 2. Courses

FDM currently provides training courses in the following modules: Core Skills, Development Java/.Net, Finance Analyst, Test Analyst, Infrastructure, Project Management Office, Data Analyst, DevOps and separate advanced modules or customized Client training modules. The descriptions of the various course modules are provided in the FDM Academy Course Description and may be modified from time to time based on technology changes and the requirements of FDM’s clients. Course modules selected may be changed by FDM depending upon your competency in the various courses as well as changing client demand for various requirements.

### 3. Commitment Acknowledgment

You acknowledge that FDM provides valuable training to you prior to placements with clients. This training allows you to obtain key practical knowledge, experience and professional skills that are relevant to your success with clients, within the marketplace in general and beyond your time at FDM. This valuable training, however, comes at a significant cost to FDM, including but not limited to, in relation to overhead, office leases, trainers, training materials, employee costs, insurance, and other costs associated with recruitment, training, placing and managing employees to meet the requirements of our clients (the “Costs”). You also acknowledge and understand that we represent to our clients that our employees placed with clients through the FDM training program are available for the Commitment period which clients rely on for continuity of services and as consideration for the level of rates charged by FDM to the client for services. In the event you fail to fulfil the Commitment due to your resignation or dismissal for cause, you acknowledge that FDM will suffer significant damages in relation to the Costs as well as potential reputational damage, loss of good will and lost business with our clients if you have been Placed. You further acknowledge that a breach of the Commitment would result in you being unjustly enriched.

Notwithstanding the significant damages that would be caused by your breach of the Commitment, the parties agree that in such event, FDM shall have a claim for damages against you in the amounts set out below, as liquidated damages and not as a penalty. While you are engaged in training and prior to you being Placed,

the amount of liquidated damages shall be the cost of the modules completed as at the date of the breach of the Commitment, plus applicable interest as set out herein, as determined in accordance with the attached Schedule, but not to exceed \$30,000 (excluding applicable interest as set out herein). Should you breach the Commitment after you have been Placed, and there is one year or more remaining in the Commitment period, FDM shall have a claim for damages in the amount of \$30,000 (excluding applicable interest as set out herein). Should you breach the Commitment after you have been Placed, and there is less than one year remaining in the Commitment period, FDM shall have a claim for damages in the amount of \$20,000 (excluding applicable interest as set out herein). In the event this liquidated damages provision is deemed to be unenforceable at law, you acknowledge and agree that FDM shall then have a claim for damages as able to be demonstrated and any other available remedy at law or equity for breach of contract.

You agree and acknowledge that FDM shall be entitled to recover interest at the rate of eighteen percent per annum, or at the maximum rate allowable by law, whichever is the lesser, on all sums due and owing to FDM in respect of your failure to complete the Commitment, calculated from the last day of your active employment or such later date as reasonably determined by FDM, and compounded monthly.

#### **4. Training Center**

Training will be held at FDM's Toronto, Ontario Training Academy at such location as we shall notify you and may be at such location for client-specific training as required by the client ("Training Center").

#### **5. FDM's Obligations**

##### **FDM will:**

- 5.1 provide training through seminars, workshops, on-site training and/or online access for the Modules selected.
- 5.2 during the Training
  - A. give you a series of projects, tests, examinations and interviews that test your progress and knowledge of the relevant subjects; and
  - B. provide you with a workstation and any relevant books and training material.
- 5.3 provide you with any documents required by the Director of Employment Standards. A copy of the Director of Employment Standards' most current version of the "Your Employment Standards Rights: Temporary Help Agency Assignment Employees" document is provided herewith.

#### **6. Trainee's Obligations**

##### **You will:**

- 6.1 proceed with your studies to the best of your ability and maintain the standards expected by FDM as communicated to you (including, but not limited to, the Code of Conduct attached as Schedule 2 which may be amended from time to time).
- 6.2 notify us immediately if you are unable to continue your studies for a period in excess of 5 days. In such an event we may declare you as being inactive and may consider it a termination event.
- 6.3 attend the Training at the Training Center as required for each Module. The cost of travel to the Training Center shall be at your sole expense and FDM shall not be liable for any costs, expenses, damages or losses incurred by yourself or any third party during this time.
- 6.4 act in accordance with all FDM Policies relating to trainees. This includes but is not limited to dress code, behaviour, and any unauthorized use of FDM e-mail/internet or equipment. For your own safety and the safety of others, you will make yourself aware of safety equipment and fire exits.
- 6.5 adhere to all the terms and conditions provided in this Agreement.
- 6.6 from time to time, you will be exposed to confidential trade secrets about FDM and its policies and procedures. You agree that such information, if designated "confidential" in written materials, spoken word or by context will be the confidential information and trade secret of FDM. You agree not to disclose these confidential information or trade secrets to any third party. You agree that if you attempt to disclose this information, you will be subject to termination and a restraining order or other injunctive or equitable relief.

## **7. Termination**

- 7.0 FDM may terminate the Training and our employment relationship with you, without cause, by providing you with only the minimum amount of working notice of termination or pay in lieu of such notice (or a combination of the two), vacation pay, benefits continuation (if applicable), severance pay (if applicable), and any other entitlements or payments as required by the *Employment Standards Act, 2000* (as it may be amended or replaced from time to time) ("ESA"). You shall not be entitled to any other or additional amounts or benefits because of the termination of your Training or employment, including any rights at common law which exceed your rights as stipulated by the ESA. It is FDM's intention to comply with applicable employment standards legislation. Accordingly, in the event that any of the provisions in this Agreement could provide you with less than you are entitled to receive pursuant to applicable employment standards legislation upon the termination of your employment without cause, then FDM shall provide you with whatever is necessary to ensure compliance with the minimum standards mandated by such employment standards legislation, but no more than that. For greater certainty, if there are any obligations that are required under the applicable employment standards legislation that require payments or benefits not described in this Clause or in this Agreement when the Training or your employment is terminated, then FDM will comply with those obligations.
- 7.1 Within 14 days of the date you commence training and provided you have not started any Placement with an FDM client, either party may terminate this Agreement by giving to the other immediate notice to that effect.
- 7.2 In the event of any breach of Clause 6, and subject to the requirements of the ESA, we may terminate this Agreement immediately at any time without notice or pay in lieu of notice.
- 7.3 You may terminate the Training at any time, subject to clause 7.4.
- 7.4 If the Agreement is terminated pursuant to Clauses 7.2 or 7.3, unless otherwise agreed by FDM in writing, you acknowledge that FDM will suffer damages, as provided in your acknowledgment in Clause 3 above.
- 7.5 We reserve the right to terminate this Agreement at any time (subject to complying with Clause 7.0 and applicable employment standards legislation), in our sole discretion, if we consider that your progress is not satisfactory.
- 7.6 Unless previously terminated or otherwise agreed by the parties, and except for your acknowledgment in Clause 3 which shall survive this Agreement, this Agreement will end upon the start of your initial Placement.
- 7.7 Upon termination of this Agreement you will be required to return any books or equipment that have been provided to you.
- 7.8 You may be temporarily laid off in accordance with the ESA. If you are laid off for a period longer than is permitted as a temporary layoff under the ESA, then your termination pay, vacation pay, benefits continuation (if applicable) and severance pay (if applicable) entitlements will be as per Clause 7.0 above, but no more than that.

## **8. Placements**

- 8.1 You agree to keep your resume up to date, attend and participate in interviews for Placements using best efforts and accept Placements as specified by FDM anywhere in Canada. Based on our client requirements which may vary according to their changed circumstances and market conditions, your Placement may not be in your area of training or interest, although we will endeavor to find a Placement that balances both your interests and training as well as our client's requirements and demands. If you continue being available for Placements for the Commitment period and comply with the terms and conditions of your Placement Employment Agreement, then this relationship will be mutually beneficial. Our ability to make arrangements for Placements is dependent upon market conditions, client requirements and other factors at the relevant time. Accordingly, we cannot guarantee that you will receive a Placement.
- 8.2 These terms will remain in force after completion of your Training for such period as is necessary for enforcement of this Training Agreement.

## **9. Liability**

- 9.1 You shall be liable for all direct and indirect damage and loss including costs of repairs, rectification and claims by third parties arising from your conduct and any breach of this Agreement, and will indemnify us against any such loss. It is agreed that damages alone will not be a sufficient remedy for any breach by you of this Agreement and a court may grant an injunction.
- 9.2 Except as otherwise required under applicable law, our liability for any breach of contract or negligent act will be limited to the costs incurred by FDM in the provision of training to you.

## **10. Intellectual Property Rights and Ownership**

You acknowledge that if you create any documents, codes, designs, specifications or other materials that may be protectable by copyright or any other intellectual property right ("Works"), then any intellectual property rights that might be contained in those Works shall vest in and belong to FDM and you hereby assign and grant to FDM any such rights that may exist in the Works, or directly to an FDM client if Works are created when on Placement with an FDM client. You also hereby agree to waive any rights you may have in or to any of the Works in favour of us, or any relevant FDM client, as appropriate.

## **11. Definitions**

- "Commitment" Subject to the provisions of this Agreement and any future Placement Employment Agreement, you agree to remain in the employment of FDM for the period commencing on the first day of Training with FDM and ending on the date when you complete two years of active service calculated from the date of the initial placement with an FDM client or internal placement with FDM.
- "FDM Policies" the policies and procedures in place for FDM trainees and other personnel, copies of which are available from the Training Center.
- "Module" each of the individual and distinct Training Courses provided by FDM.
- "Placement" or "Placed" when a Trainee is placed on an assignment with an FDM client by FDM.
- "Signed-Off" the Trainee gaining the skills and experience required for all relevant Modules and levels of Training in accordance with this Agreement, allowing FDM to provide full sign-off as to completion of the Training. This will be decided at FDM's sole discretion.
- "Training" the provision of training and assessments for the selected Modules at the Training Center.
- "Training Course" the set-up, organization, delivery of, assessment, instruction, and all the parts which comprise the Training taken individually or as a whole.

## **12. General**

- 12.1 The terms of this Agreement shall remain in force following termination solely for the purpose of enforcement of any of the provisions herein.
- 12.2 This Agreement is the sole agreement between FDM and the Trainee with respect to the subject matter hereof, and may not be varied except in writing by an authorized representative of FDM.
- 12.3 The parties agree that nothing in this Agreement shall give rise to a relationship of employee and employer between you and an FDM client.
- 12.4 This Agreement shall be governed and interpreted in accordance with the laws of Ontario, Canada. The parties agree to the exclusive jurisdiction in the courts of Ontario, Canada. The provisions of the ESA, are deemed to be incorporated herein and shall prevail if greater. In the event that the Trainee's entitlements under the ESA exceed these contractual provisions, then those entitlements shall replace these provisions and no further entitlements or payments are due to the Trainee pursuant to the ESA or at common law.
- 12.5 In the event that any provision or portion thereof of this Agreement is held invalid, illegal or unenforceable for any reason, the remainder shall not thereby be invalidated, but shall remain in full force and effect.

## IMPORTANT NOTICE

By signing below, you acknowledge that you have fully read and understand, agree to and accept all of the terms and conditions of this Agreement.

This Agreement is contingent upon FDM's receipt of your legal proof of ability to work in Canada, official university transcripts confirming completion of your degree, and a successful completion of our standard background check process. You agree to provide your written consent to conduct any background checks as determined by FDM and you agree to disclose the results of the background checks to FDM.

This Agreement, the training methods and materials deployed in or used as part of any Training are FDM's property and are protected by intellectual property rights belonging to FDM. You are not allowed to reproduce copies of any materials provided without prior written authority signed by an authorized representative of FDM.

Dated: June 11, 2020



Signed for FDM

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signed by the Trainee

## **SCHEDULE 1 TO TRAINEE EMPLOYMENT AGREEMENT**

**Employee name: Yuanshan Huang**

<b>Effective Date</b>	July 6, 2020
<b>Training Location</b>	FDM's training academy in Toronto, Ontario or such other location as FDM may reasonably require.
<b>Employment Position</b>	Trainee
<b>Wages*</b>	<p>\$14.50/hour or the applicable minimum wage if more</p> <p>*Note: Trainee will only be paid for active participation in training (and later pursuant to a Placement Employment Agreement when on client Placements or when working for FDM). Trainee will not be paid after completion of training and before the first placement or when otherwise not working. Trainees will receive (unpaid) breaks as per applicable employment standards legislation.</p>
<b>Vacation</b>	Trainee will be entitled to the minimum amount of vacation time and vacation pay during Training as required by the ESA
<b>Leave</b>	The Trainee shall be entitled to take all applicable statutorily protected leaves of absence without pay, unless the statute requires otherwise.
<b>Overtime Pay</b>	If applicable, as per the ESA.
<b>Paid Public Holidays</b>	The Trainee shall be entitled to paid public holidays as per the ESA.
<b>Health Plan</b>	Option to enrol in company health Plan after the completion of training and upon first work placement.



**Signed by FDM**

**Date: June 11, 2020**

\_\_\_\_\_  
**Signed by Trainee**

**Date:** \_\_\_\_\_

## **SCHEDULE 2**

### **Code of Conduct**

**In order to establish a successful FDM Academy community, it is important to be explicit about our expectations of you and to be clear about our commitments to you.**

#### **We expect you:**

- to abide by the rules and regulations of FDM Group, as communicated to you
- dress in accordance with FDM's dress code
- to behave appropriately to staff, consultants and any FDM clients you might come into contact with, with co-operation and respect
- to act in a manner which does not bring the name of FDM and/or the Academy into disrepute
- to treat everyone with respect regardless of differences such as race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status or disability
- to be punctual and to minimize any absences during the Training period
- to act in accordance with the laws of Canada and the province of Ontario.

#### **Administrative**

We expect you

- to abide by the terms of the Trainee Employment Agreement
- to inform us of any changes in your personal details or address and to check your program of study for Training
- to check, read and act upon your email regularly

#### **Studying / Training**

We expect you

- to make full use of the learning opportunities provided by FDM by attending the training center for seminars and full time training as agreed with us and maintaining your agreed progress in the on-line Academy site.
- to communicate and co-operate with your trainers, and other FDM staff, working hard at your studies and Training, completing your assignments on time and notifying FDM of any absence
- to ask for help when necessary and to be in a fit state to learn
- not to plagiarize other people's work and to check with your trainers if you are in doubt
- to take responsibility for your Personal Development Plan and your progress through your Training
- to turn off your mobile phone while in lectures, seminars or tutorials.

When in Full Time Attendance

- Attend the training center between 9.00am and 5.30pm (Monday-Friday, except FDM observed public holidays).

#### **Access to and the Use of FDM IT Facilities**

- You are provided access to FDM's IT system appropriate for studying and the Training Modules you are undertaking. You are therefore not expected to seek access to other parts of the system unless authority is



given by us. Unauthorized access to data is not acceptable and may result in termination of your Training Agreement and further action if necessary.

- It is everyone's responsibility to ensure that they do not damage IT equipment, introduce viruses or other harmful programs or delete, amend or corrupt data.
- You shall not load software for which no license is held, or any other programs which we have not given our authority to being uploaded by you. Any external data storage device, such as a compact disc, DVD, or USB data storage device, must be approved by a member of the FDM Training team before being connected to the FDM IT system.
- You shall not modify any software contained within the FDM IT system unless we give you our prior written consent to do so.
- Much of the information held on the FDM IT system is confidential and must not be disclosed to other parties.

### **Unacceptable Behaviour**

- Unacceptable behavior in relation to the use of IT systems will not be tolerated and where it is identified there are a range of informal and formal routes which may be followed including disciplinary action where necessary.
- The following forms of behavior are not acceptable (this list is not exhaustive):
  - a. the use of inappropriate language in any communications;
  - b. sending inappropriate messages, including those which are discriminatory, sexually harassing or offensive to others on the grounds of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status or disability;
  - c. sending of potentially defamatory messages which criticize other individuals or organizations (legally e-mail is classified as a form of publication, governed by the rules of disclosure, libel and employment law) or any other forms of harassment, bullying or victimization;
  - d. using the FDM IT system for commercial gain;
  - e. overloading the FDM IT system by sending inappropriate bulk messages;
  - f. sending messages which are rude, overbearing, aggressive or bullying;
  - g. excessive unjustified absenteeism and poor time-keeping;
  - h. failure to carry out reasonable instruction;
  - i. poor performance and unacceptable work;
  - j. any other offenses as determined by FDM in its reasonable discretion to be unacceptable behavior.

### **Community and Safety**

We expect you

- to respect FDM buildings and furnishings and other people's property, and not remove equipment or books without permission
- to take responsibility for your own safety and to look after your belongings and yourself
- to inform the Training Manager if you are harassed or bullied, on or off FDM Premises
- not to be under the influence of drugs or alcohol or banned substances on FDM Premises, while Training or otherwise
- to use FDM resources responsibly avoiding wastage (e.g. turning off lights and computers after use)
- not to damage or deliberately misuse any equipment provided for the health and safety of members of FDM, contractors or visitors.

## **Health**

We expect you

- to notify us of any medication you may be taking in the event of an emergency that we are required to inform emergency services
- to notify your trainers if you are ill and cannot attend Training providing details of your expected date of return
- to seek medical treatment when necessary and obtain medical certificates if absent for longer than 7 consecutive days
- to inform the HR Department of FDM if you find you are facing problems which interfere with your ability to study or undertake the Training.

## **Complaints and Extenuating Circumstances**

We expect you to inform us if you think we have not provided the service we have promised or if you have any other problem which may affect or has affected your studies. We expect to be given the opportunity to discuss matters with you in a bid to resolve any issues or complaints before any further action might be anticipated by you.

## **Our Commitment to You**

### **General Principles:**

- Promote excellence in learning and Training.
- Provide student support which enhances the capabilities of students and assists them to fulfil their learning potential.
- Commit to attracting and retaining Trainees and staff from a wide range of backgrounds, promoting diversity and equal opportunities for all.
- Commit to widening participation in our Academy program.
- Commit to working within our Rules, Regulations and Policies.

## **Starting your Program**

- We will provide you with a Trainee Employment Agreement and a personal training program taking into account individual circumstances to the extent possible
- We will provide an orientation for all Trainees
- We will nominate a trainer for each Module you undertake while completing the Training.

## **Support**

- We will provide tutorial and academic support to you, including optional courses, and study skills.
- We provide information to you through your on-line Academy account (access details, logins and passwords to be provided to you when you are given details of the Training and sign the Training Agreement).
- We will assist you in your Personal Development Planning and career aspirations, so that you can maximize your chances of suitable employment after completion.
- We promote continued development during your Training through continued access to FDM training programs at FDM Academy or provision of Training through third parties.

## **Assessments/Projects**

- FDM will assess your progress via assessments and projects during your Training, these assessments/projects will be communicated via our Academy Trainers.
- Academy Trainers will communicate information relevant to assessment and examination.

### **Information and Feedback**

- We will keep you informed and up to date about developments within FDM which may affect you.
- Information about program concerns or any issues can be fed back to your Trainers.
- We provide an opportunity for you to comment on the Training provided through Seminar Questionnaires.

### **Completion**

- Upon Completion of the Training and provided FDM believes you are ready for Placement, you shall be issued with a Certificate of Completion from FDM to confirm that you have completed the Training and have been Signed-Off.
- In addition to the Certificate of Completion, we shall provide you with any external certificates, if any, received in respect of the successful completion by you of any external examinations undertaken by you as part of the Training.

## **FDM Academy Course Description**

### **Value of Training**

The value of each training course is set at \$75 per hour for each module started.

Content and times for each course are set out below, however this list is not exhaustive of FDM's offerings and is subject to amendment from time to time:

### **Java Training**

<b>Module</b>	<b>Hours</b>
Professional Skills	37.5
Unix	45
SQL	67.5
Core Java	37.5
Data Access	37.5
Web App Design	37.5
Servlets & JSP	37.5
Spring	37.5
Projects	75
Revision & Sign off	37.5
<b>Total hours</b>	<b>562.5</b>

### **Big Data Developer**

<b>Module</b>	<b>Hours</b>
Professional Skills	37.5
Unix	45
SQL	67.5
Excel – VBA	37.5
Core Java	112.5
Intro to Data Science	37.5
Intro to Data Processing	37.5
In-Memory Data Processing	37.5
Big Data Statistical Analysis	37.5
Revision and Sign-off	37.5
<b>Total</b>	<b>487.5</b>

### **ITSM/PMO/BA**

<b>Module</b>	<b>Hours</b>
Professional Skills	37.5
Unix	45
SQL	67.5
OS Admin	37.5
PL/SQL	37.5
Finance	37.5
Excel – VBA	37.5
PSO	37.5
ITIL	37.5
APM	37.5
Business Analysis	37.5
Revision and Sign-off	37.5

<b>Total</b>	<b>487.5</b>
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## **Test Automation**

<b>Module</b>	<b>Hours</b>
Professional Skills	37.5
SQL	67.5
Unix	45
Core Java	112.5
Intro to Data Science	37.5
Intro to Data Processing	37.5
Testing Fundamental	37.5
Test Automation	75
Revision & Sign Off	37.5
<b>Total</b>	<b>487.5</b>