



January 2, 2024

Jonathan Co

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Calgary, Alberta T3A 2M3

mr.jonathan.co@gmail.com

Tel: (587) 921-3491

Re: Employment Agreement – Solids Control Field Technician.

Dear Rollins:

This letter will confirm the terms and conditions of **Stage 3 Separation Canada, Inc.'s** (the "**Company**") offer of employment to you. Please review the following terms and conditions carefully, and, if you agree with them, please sign and return a copy of this Agreement by the date set out below.

IN CONSIDERATION of the mutual covenants set out in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Company agrees to employ you, and you agree to accept employment with the Company, according to the following terms and conditions of employment:

1. **START DATE AND TERM:** Your employment with the Company will commence on **January 5, 2024**, and will continue indefinitely thereafter until terminated in accordance with the terms of this Agreement.
2. **POSITION:**
 - (a) You will be employed in the position of **Solids Control Field Technician**. You will perform the duties and responsibilities that are commensurate with the position **Solids Control Field Technician**. You will report directly to the **Shawn Mitchell, Field Supervisor, Canada**.
 - (b) The Company may reasonably change your position, reporting relationships, compensation, schedule, and duties from time to time in its sole discretion, with or without advance notice. Any such changes will not constitute a termination of your employment, for any reason and the terms of this Agreement will continue to apply after any such change.
 - (c) You agree to dedicate such working time and attention to the performance of your duties as is necessary for their timely and efficient completion. You will perform your duties diligently and to the best of your abilities.
 - (d) You may engage in other employment or business activities provided they do not conflict or interfere with your duties to the Company or their timely completion.

3. **LOCATION AND HOURS OF WORK:** You will be employed on a full-time basis. Your work location and hours of work are subject to change depending on business requirements. Beyond your normal hours of work and days of work, you may be required to work reasonable additional hours and days on an “as and when needed” basis.
4. **HOURLY WAGE RATE:** The Company will pay you \$32.30 per hour, subject to and less all statutory and other required deductions. Your wages will be payable in accordance with the Company’s payroll policies.
5. **BENEFITS:** You will be eligible to participate in the Company’s employee benefits plan(s) and Retirement RRSP Plan, in accordance with the terms and conditions of such plan(s), as amended from time to time. The Company reserves the right to change, amend, or revoke its benefits plan(s), the terms thereof and the cost sharing of such benefits from time to time without notice in its sole discretion. You acknowledge that entitlement to and eligibility for benefits pursuant to the benefits plan(s) is determined solely by the insurer.
6. **VACATION:** You will be entitled to vacation pay of 4%. If and when you become to any greater amount under the *Employment Standards Code* you will receive that greater amount. Vacation is to be taken at such time or times as you may select and as the Company may reasonably approve having regard to the business affairs and operations of the Company.
7. **TEMPORARY LAY-OFF:** The Company may temporarily lay you off from your employment with the Company in accordance with the *Employment Standards Code*. Any such temporary layoff will not constitute a termination of your employment for any purpose, unless it is deemed to be one under the *Employment Standards Code*.
8. **TERMINATION OF EMPLOYMENT:**
 - (a) **For Cause:** The Company may terminate your employment at any time for just cause, in which case you will receive only any minimum entitlements required by the *Employment Standards Code*.
 - (b) **Without Cause:** The Company may terminate your employment, at any time and for any reason not prohibited by law, upon providing you with only the minimum amounts required by the *Employment Standards Code* for notice or pay in lieu of notice and any other minimum entitlements that are required by the *Employment Standards Code*.

You expressly agree that the foregoing amounts of written notice of termination or payment in lieu of notice shall be in full satisfaction of all entitlements you may have in respect of notice or payment in lieu of notice on termination of employment under statute or common law, including entitlement to reasonable notice, and you will not be entitled to any further notice or payment in lieu of notice on termination of employment for any reason, including constructive dismissal.

- (c) **Resignation:** You will provide the Company with two (2) weeks’ written notice of your resignation.

- (d) **Statutory Minimum Entitlements:** For certainty, in all circumstances where your employment terminates, you will receive at least your minimum entitlements under the *Employment Standards Code*, including but not limited to all accrued wages and unpaid vacation pay up to and including your last day of work.
9. **CONFIDENTIALITY AND PROPERTY:** During your employment you may be privy to confidential information respecting the clients and business of the Company. Any such information acquired by you is to be kept in the strictest confidence. You acknowledge that the Company is the owner of all of your work product. Upon the termination of this Agreement for any reason, you will promptly return to the Company all work product, property of the Company and any confidential information belonging to the Company in your possession.
10. **POLICIES:** You agree to familiarize yourself with and comply with Company policies, which the Company is entitled to adopt and amend from time to time without advance notice.
11. **GENERAL:**
- (a) **Entire Agreement:** This Agreement constitutes the entire agreement between you and the Company with respect to your employment, and supersedes all prior agreements, representations, understandings, and commitments, whether oral or written.
- (b) **Severability:** If any section, provision, or clause of this Agreement is declared invalid, illegal or unenforceable by a court of competent jurisdiction, such section, provision, or clause will be severed to the extent of such invalidity, illegality, or unenforceability only, and all remaining sections, provisions, and clauses will continue in full force and effect.
- (c) **Governing Law:** This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein. In the event that this Agreement provides for a benefit or right that is different or less than a benefit or right required by the employment legislation in the jurisdiction in which you work, the alternative and/or minimum benefit or right under the employment legislation in the jurisdiction in which you work will prevail.
- (d) **Assignment of Rights:** The Company may assign this Agreement and your employment hereunder to another party at its discretion. You may not assign your rights or employment under this Agreement.
- (e) **Personal Information:** You acknowledge and consent to the Company collecting, using, and disclosing personal information about you in accordance with applicable privacy legislation and any privacy policy of the Company as may be implemented and amended from time to time.
- (f) **Definitions:** In this Agreement to the “*Employment Standards Code*” shall mean the *Employment Standards Code*, RSA 2000, c E-9, and its regulations, as amended, substituted, replaced, or re-enacted from time to time. A reference to “employment legislation” includes the *Employment Standards Code*.
- (g) **No Contravention:** You represent and warrant to the Company that your accepting employment with the Company and carrying out your duties and responsibilities in connection with your

employment with the Company under this Agreement will not contravene or conflict with any obligations you may have to any past employer or other person, or any entity to which you provided services. You will not do anything in connection with your employment with the Company that would contravene or conflict with any such obligations.

- (h) **Legal Advice:** You acknowledge and agree that you have had the opportunity to seek and have not been prevented or discouraged by the Company from seeking, independent legal advice prior to accepting employment with the Company and the terms this Agreement.

Please take the time to carefully review this offer. If it is acceptable to you, please indicate your acceptance by signing the enclosed copy of this letter and returning it to **Michelle Sherman at michelle.sherman@s3s.com**, as soon as possible but in any event no later than the end of the day on **Thursday January 4, 2024**, or it will be void.

We look forward to you joining our team and we are confident you will be a significant contributor to the Company.

Yours truly,

Stage 3 Separation Canada, Inc.



Michelle Sherman

HR Director

Stage 3 Separation LLC.

Acceptance of Employment Offer:

I fully understand and accept this employment agreement based on the terms and conditions outlined in this letter. I declare the information contained in my resume and application (if appropriate) to the Company is accurate to the best of my knowledge. I understand and agree that any false information or discrepancy contained in either my resume or application (if appropriate) could lead to my dismissal without compensation or notice by the Company.

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Jan 3/2024

Date