



## **Best Buy Canada Ltd. Terms & Conditions of Employment**

### **Introduction**

Best Buy Canada Ltd. ("Best Buy" or the "Company") places a high value on integrity. As such, we expect a high standard of conduct from our employees at all times. These Terms and Conditions of Employment describe conduct which is expected of each employee and the terms that govern your employment with Best Buy. Please read it carefully.

### **Employee Conduct**

At all times while employed by Best Buy, you are expected to conduct yourself with honesty, integrity and professionalism. Included in this expectation is that you are honest, truthful and open with your managers, coworkers and customers and that professionalism is demonstrated in your appearance, your verbal and written communication, and your actions. Accordingly, the following are examples of conduct that is strictly prohibited (this list is not exhaustive):

- use, possession, sale, distribution, or being under the influence of alcohol, marijuana/cannabis, illegal drugs, or a controlled substance during working hours, while on Best Buy property, or during Best Buy sponsored events;
- gambling on Best Buy property or during working hours;
- swearing or using abusive or obscene language;
- fighting or instigating a fight;
- engaging in theft of Best Buy property or services and fraud (discussed below);
- disclosing confidential Company or customer information without authorization;
- writing or authorizing your own sales, payment, credit, or refund;
- misuse of the employee discount privilege;
- soliciting or passing out literature during working time;
- harassing any individual, including, but not limited to, such conduct as described in the *Offensive Behaviour Policy* (contained) online or in the Employee Handbook;
- failing to adhere to a professional standard of dress;
- failing to follow the instructions of those in authority;
- failing to follow safety rules or procedures or to report accidents or errors immediately upon discovery;
- tardiness or unauthorized absence from work; and
- failing to adhere to the Policies set out in the Employee Handbook and the Company Intranet (ETK).

### **Policy Compliance**

You are required to read and comply with Best Buy's Policies and Procedures, including without limitation Best Buy's *Code of Business Ethics*, *Information Security Policy*, *Confidential Information Policy*, *Customer Privacy Policy* and *Overtime Policy* as amended from time to time.



## **Security**

In order to maintain security in our stores, warehouses, and offices, Best Buy reserves the right to implement Policies requiring employees to submit to searches as allowed by applicable laws. Such searches may include:

- a search of your “possessions” including desks, computers, lockers, or other workplace storage areas; brief cases, purses, bags, or other carrying cases; overcoats or blazers; and vehicles; and
- a search of your person or possessions or both using a metal detector.

## **Theft and Fraud**

The removal of any property of Best Buy from the premises of Best Buy without prior authorization shall be considered theft. Accordingly, the following acts are strictly prohibited:

- giving any product to a customer without entering the transaction into the cash register;
- removing cash, product or other property from the cash register, store, or offices;
- assisting or participating in copying or pirating of software, both musical and computer;
- loaning a product to anyone;
- unauthorized exchange or discounting of products;
- removal of another individual’s belongings;
- unauthorized removal or copying of Best Buy documents; and
- unauthorized creation, alteration, or destruction of Best Buy invoices.

The use of deception to gain any advantage may constitute fraud. Accordingly, the following acts are strictly prohibited:

- misrepresenting Best Buy or its Policies, products or services;
- misrepresenting your authority to a customer, supplier, or the public;
- deceiving or attempting to deceive management; and
- failing to honestly answer a direct question put to you by management.

## **Conflicts of Interest**

As stated above, at all times while employed by Best Buy, you are expected to act with integrity. You have an obligation to act in good faith and to act in the best interests of Best Buy. It is prohibited to engage in dishonorable or questionable conduct, or to place yourself in a position that creates a conflict of interest or poses the risk of a conflict of interest.

The full Conflict of Interest policy can be found online; however, the following are examples of conflicts of interest:

- being concerned, interested, engaged, or employed in any capacity whatsoever in connection with any other business which is engaged in any of the areas or businesses in which Best Buy is from time to time engaged or interested;
- engaging in any other business or occupation, should this have a detrimental effect on your primary employment with Best Buy;
- engaging in business that is in competition with Best Buy;



- soliciting employees, suppliers, customers or third parties, during working time, for any purpose;
- discussing or promoting your services, whether provided for money or otherwise, during working time, inside the Company's offices or buildings, or on property which the Company owns or controls; and
- accepting any gift from a customer or supplier except in accordance with the Policy on Gifts, Gratuities and Vendor Relations set out in the Employee Handbook.

### **Confidential Information**

During the course of your employment, you will acquire confidential information relating to the business and affairs of the Company. Such information is the property of Best Buy and is highly sensitive. "Confidential Information" includes all business and trade secrets, all information related to the business and affairs of Best Buy, and all information related to the systems, programs, ideas, products and services which have been or are being developed by Best Buy. It is a condition of your employment that you maintain such information in the strictest confidence and agree not to disclose it to any third party, either during your employment or after the termination of your employment.

### **Transfers**

While employed by Best Buy, you may, at the discretion of Best Buy, be transferred to a store or office other than the store or office to which you were originally assigned.

### **Time and Attendance Labour Scheduling ("TALS")**

As a Best Buy employee, you are paid according to the hours you enter into the Time and Attendance Labour Scheduling ("TALS") system. You are responsible for entering all of your hours, or ensuring your hours are entered, into TALS (including, but not limited to, time spent on the sales floor, pre-opening or post-closing activities, shopping the competition, and attending mandatory meetings and training sessions). Any time not accounted for will be considered to be an unauthorized leave of absence without pay.

In the event you incorrectly enter your hours into TALS, and are subsequently paid according to those hours, you must notify your manager so a correction can be initiated. Failure to do so may delay your receiving compensation for the time you actually worked as any adjustments will be made on the pay subsequent to the Payroll Department receiving notification. Repeated failure to record your time carefully, accurately or on a timely basis may result in discipline or dismissal,

depending on the circumstances. No employee of Best Buy shall allow, tolerate, suggest or demand that you ignore or violate your obligation to record all hours worked.

### **Overtime Policy**

Overtime is pre-approved and authorized time worked by you in excess of the overtime threshold set out in the applicable provincial employment standards legislation. All overtime work must be approved in advance by your manager, as required by our Overtime Policy. Overtime work includes Blogging Activities on our Company Related Blogs as set out in our Blogging Code of Conduct.



Because unauthorized overtime is against Company policy, employees who work unauthorized overtime are subject to discipline, up to and including termination for cause.

### **Vacation Time and Pay**

Administration of the Vacation Policy depends on whether you are a full-time, part-time or a temporary/seasonal employee. Full-time employees earn vacation time and pay in accordance with their length of service and continue to be paid while off on vacation. Except in Quebec, part-time employees receive their accumulated vacation pay in a lump sum, twice a year along with their second pay in May and November. Part-time employees in Quebec can, upon written request to the payroll department, request a payout of their vacation bank at any time. If they do not request a payout of their bank, they will be paid vacation pay upon taking scheduled vacation time, up to the maximum earned at the time of their vacation, or at the time their employment ends. Should a part-time employee become full-time, he or she will be paid out his or her vacation bank at the time of the change in status from part-time to full-time. Temporary and seasonal employees receive vacation pay, as it is earned, at each pay period.

### **Availability Requirements**

Employees are required to be available for work in accordance with the Availability Guidelines, as amended from time to time. Best Buy will make best efforts to schedule employees in accordance with their availability, but may need to schedule outside of an employee's expressed availability due to business needs, and cannot guarantee any specific shifts or number of hours of work per week. You agree to be available to work the minimum requirements set out in the Availability Guidelines, which may include Saturday and/or Sundays, as permitted by the applicable legislation.

### **Release of Personal Information**

In order to establish, maintain and sever the employment relationship, Best Buy may collect, disclose and use your personal information in accordance with the purposes outlined in the Employee Personal Information Policy, available on the Company intranet sites and at all work locations. As such, while employed by Best Buy, the Company may perform consumer credit reports and may check your business and personal references, whether or not such references are listed on your application for employment or resume. The information obtained may contain personal, financial, credit, factual or investigative information. You shall be given the opportunity to respond to disputed information in a report before an adverse employment action is taken and Best Buy shall keep this information confidential in accordance with any applicable legal requirements and generally will not disclose the information to anyone without the employee's consent.

### **Intellectual Property**

You acknowledge that you may, during your employment with Best Buy, make or conceive of discoveries, developments, designs, improvements, inventions, processes, and data, either alone or with others, that are related to Best Buy's business or resulted from your employment or the use of Best Buy property (collectively, "Inventions"). The Inventions and related intellectual property rights are the sole property of Best Buy. Best Buy may use the Inventions in its absolute discretion without compensation to you. You hereby assign to Best Buy any rights you may



acquire in the Inventions, and waive any moral rights. If the foregoing assignment is not effective, you agree to hold the Inventions in trust for the sole benefit of Best Buy and assign exclusively to Best Buy on demand. During and after your employment, you agree to assist Best Buy to obtain and enforce patents, copyrights, trademarks and other rights and protections relating to the Inventions.

### **Reference and Criminal Background Checks**

This offer of employment is contingent upon the receipt of satisfactory reference checks. In addition, you may be required to complete a criminal background check and when this is required, you must meet Best Buy's security standards. In the event that you do not meet Best Buy's security standards, this offer of employment may be rescinded in the sole discretion of Best Buy.

### **Subrogation of Sick Pay**

In consideration of Best Buy paying sick pay benefits to you under its Sick Leave Policy, should you sustain an illness or injury unrelated to your employment, you shall (to the extent permitted by law):

- diligently, and in good faith, pursue any reasonable claim which you may have against a third party for loss of income; and
- remit to Best Buy, as reimbursement, any amount(s) recovered from a third party for loss of income (including interest credited as a result of judgment or settlement), and less reasonable legal fees incurred pursuing the recovery, as approved by the Company in writing, but only to the extent of any sick pay benefits paid to you.

### **Probationary Period**

Your first 90 days of employment are considered a probationary period. The purpose of this probationary period is to provide Best Buy with the opportunity to assess your skills and suitability and your ability to work in harmony with others. During this period, Best Buy retains the discretion to terminate your employment for any reason, without notice or pay in lieu of notice.

*\*Manitoba only: If Best Buy terminates your employment after 30 days, but prior to 90 days, you will receive one week notice or pay in lieu of notice as per employment standards legislation.*

### **Employer Remedies and Termination of Employment**

If you breach, or otherwise fail to comply with these Terms and Conditions of Employment or Best Buy's Policies, you may be subject to discipline up to and including termination of employment. Such discipline will not prejudice any other right or remedy available to Best Buy, including a suspension without pay pending an investigation, the pursuit of a civil proceeding to recover damages suffered or the laying of a criminal complaint. Nor will the decision of Best Buy not to discipline or dismiss you for breaching these Terms and Conditions of Employment constitute a waiver or prejudice its right to do so in the future.



These Terms and Conditions of Employment do not set out every term or condition of employment. Therefore, cause for dismissal is not restricted to those terms and conditions set out herein. In the event your employment is terminated for cause, you will not be entitled to receive notice or pay in lieu of notice. However, in the event your employment is terminated without cause, Best Buy will provide you with only the minimum notice and/or compensation, including statutory notice or pay in lieu of notice, statutory severance pay, and vacation pay, as applicable, required in accordance with the applicable provincial Employment Standards legislation, and will be under no further obligation with respect to notice or pay in lieu of notice at common law.

In the event of a termination without cause, benefit continuation, including extended health benefits and short term and long term disability benefits, and participation in the pension and stock purchase plans, will only continue for the duration of the applicable provincial Employment Standards minimum statutory notice period.



**Please read the Terms and Conditions of Employment carefully and sign below:**

I, \_\_\_\_\_, have read, understand, and agree to the Terms and Conditions of Employment contained in this document. I acknowledge that this document addressed the following topics and I agree to abide by the Terms and Conditions at all times:

- |  |                            |                                  |
|--|----------------------------|----------------------------------|
| ➤Employee Conduct                                | ➤Policy Compliance         | ➤Security                        |
| ➤Theft and Fraud                                 | ➤Conflicts of Interest     | ➤Confidential Information        |
| ➤Transfers                                       | ➤TALS System               | ➤Overtime Policy                 |
| ➤Vacation Time and Pay                           | ➤Availability Requirements | ➤Release of Personal Information |
| ➤Reference & Criminal Background Check           | ➤Subrogation of Sick Pay   | ➤Probationary Period             |
| ➤Employer Remedies and Termination of Employment |                            |                                  |

I also understand that:

- \* Should I breach, or am otherwise unable to comply with these Terms and Conditions of Employment or Best Buy's Policies, I will be subject disciplinary action, up to and including termination for cause. This may include a suspension without pay pending investigation.
- \* In the event that my employment is terminated with cause, I will not be entitled to receive notice or pay in lieu of notice.
- \* However, in the event my employment is terminated without cause, Best Buy will provide me with only the minimum notice and/or compensation, including statutory notice or pay in lieu of notice, statutory severance pay, and vacation pay, as applicable, required in accordance with the applicable provincial Employment Standards legislation, and will be under no further obligation with respect to notice or pay in lieu of notice at common law, and will continue benefits, including extended health and short term and long term disability benefits, and participation in the pension and stock purchase plans, only for the duration of the Employment Standards minimum statutory notice period.

**X** \_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**X** \_\_\_\_\_  
Witness (Signature)

\_\_\_\_\_  
Witness (Printed)