



10/02/2020

Jose Diaz Beltran  
993 Edinburgh Rd. South  
Guelph, Ontario, N1G 5C4

Dear Jose,

Re: Offer of Employment: Product Process Specialist

**Position and Reporting Relationship**

We are pleased to extend to you our offer of employment with Best Buy Canada Ltd. ("Best Buy" or the "Company") for the position of Product Process Specialist in the Guelph Product Process - S631. In this role, you will be reporting directly to Alex Balzer, Team Lead - Product Process. This is a Seasonal Part time role with a start date of 10/03/2020 and will end no later than 12/31/2020.

**Compensation**

Base Salary: \$14.25 per hour less required deductions.

**Bonus**

This position is not bonus eligible.

**Overtime**

This position is overtime eligible. All overtime must be pre-approved by your manager in accordance with Best Buy's Overtime Policy.

**Length of Shift**

Your hours of work will vary from week to week depending on the needs of the business and there is no guarantee of a minimum number of hours per week. Some flexibility in working overtime may be necessary.



### **Pension and Benefits**

As a fixed term employee, you are not eligible to participate in Best Buy's employee pension and benefits programs.

### **Employee Purchase Plan**

You are eligible for discounts on Best Buy and Best Buy Mobile merchandise, for purchases for yourself, or gifts, which are entirely paid by you, immediately after your first day of employment. The full terms of the Employee Discount Policy can be found on ETK.

### **Vacation**

You are entitled to vacation pay, accrued at a rate of 4%, based on gross earnings per pay period, and you agree that your vacation will be paid to you on a bi-weekly basis along with your regular earnings.

### **Time Off**

Due to the seasonality of the Company's business, this contract role is to help us meet requirements during our critical peak periods of the year. As such, any time-off requests for the duration of your contract will be limited and approval will be subject to your manager's discretion.

### **Confidentiality**

During the course of your employment, you will acquire confidential information relating to the business and affairs of the Company. 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. This includes the confidentiality of your compensation package.

### **Non-Solicitation**

Should you leave the employ of Best Buy for any reason, you shall not, for a period of 6 months after the termination of your employment directly or indirectly solicit or encourage any employee or consultant of Best Buy and any of its brands, including but not limited to Best Buy Mobile and Geek Squad, to terminate his or her employment or consulting agreement with Best Buy or assist any other person or business to do so.

### **Policy Compliance**

Best Buy has an Employee Handbook which includes various Policies, including without limitation, the Code of Business Ethics, Conflict of Interest Policy, and Workplace Violence and Harassment Policy. You are required to read and comply with such Policies at all times. You will be given a copy of the Employee Handbook at the time you commence work. You are also expected to review these Policies on ETK (HR Hub) regularly, as they are amended from time to time, and to abide by them at all times.

### **Transfers**

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.



### **Inventions**

During your employment, you will promptly disclose all discoveries, developments, designs, improvements, inventions, processes, and data made or conceived or reduced to practice or learned by you, either alone or jointly with others that: (i) related to Best Buy's business; or (ii) result 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 have or acquire in the Inventions, and waive any moral rights. If the foregoing assignment is not effective, you will hold the Inventions in trust for the sole benefit of Best Buy and assign exclusively to Best Buy on demand. During and following your employment, you will assist Best Buy to obtain and enforce patents, copyrights, trademarks and other rights and protections relating to the Inventions.

### **Probationary Period**

Your employment is probationary for the first three (3) months. The purpose of this probationary period is to provide the Company with an opportunity to assess your skills and suitability for your position and your ability to work in harmony with others in the Company. During this period, the Company may terminate your employment for any reason, without notice, pay in lieu of notice, severance pay or any indemnity whatsoever.

### **Reference and Criminal Record Checks**

This offer is subject to obtaining satisfactory references. This offer of employment is also contingent upon the receipt of a satisfactory criminal background check. You will be provided with a Consent Form, which you will need to sign, in order for us to conduct a criminal background check. On this Consent Form, you are also required to disclose whether you have ever been convicted of an offence for which you have not received a pardon. At any time after your employment has commenced with Best Buy, we reserve the right to conduct a criminal record check should there be a reasonable belief that a check is necessary.



### **Changes to the Fixed Term**

At any time within three months of your start date, Best Buy may terminate this Fixed Term employment agreement without notice or pay in lieu of notice in its sole discretion. At any time after three months of your start date and prior to 12/31/2020, Best Buy may, in its sole discretion, terminate this Fixed Term employment agreement by providing you with the minimum written notice or pay in lieu of notice (or a combination of notice and pay in lieu) required under the applicable provincial employment standards legislation.

Should the length of your fixed term be extended from the above dates, you will be given written notice of Best Buy's intent to extend your period of employment accordingly. If your employment ends on 12/31/2020, you will not receive any notice or pay in lieu of notice of termination.

Please provide Best Buy with two (2) weeks written notice of your intent to terminate this Fixed Term employment agreement prior to the end of the fixed term assignment. Best Buy reserves the right to, in its sole discretion, waive this resignation notice by providing you with pay in lieu for all or part of the resignation notice period, or by requiring you not to attend work during all or part of the resignation notice period, and this will not constitute termination of your employment by Best Buy.

At any time, Best Buy may terminate this agreement for cause without any notice or pay in lieu of notice, other than wages earned up to the termination date.

### **Conclusion**

This offer will be in effect until the close of business 10/04/2020. Kindly use your Workday account to acknowledge receipt of this offer letter and agreement to its terms.

We look forward to your acceptance of our offer of employment and trust that you will soon be joining our Company. Should you have any questions, please do not hesitate to contact me.

Sincerely,

Alex Balzer  
Team Lead - Product Process

BEST BUY CANADA LTD.

Please sign below to indicate your acceptance of this offer of employment.

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Jose Diaz Beltran

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Date