



EMPLOYMENT AGREEMENT

AEROTEK CE, a division of Aerotek, Inc.® ("AEROTEK"), conditionally offers to employ Jared Vanhook in the capacity of Electrical Engineer commencing on TBD at its client, Stantec ("Client") for services with the latter for a temporary period, to perform such duties and for such hours of work as may be assigned to you during the term of service (the "Assignment").

1. **Ratification** - You understand and acknowledge that this offer of temporary employment with AEROTEK is subject to final approval by the Client and that you shall not be entitled to any wages or employment unless actually hired by AEROTEK to work the specific Assignment for the Client pursuant to this Agreement. You also understand that this Agreement does not go into effect until you actually work on said specific Assignment. You acknowledge and understand that your employment with AEROTEK is "at will", with no certain term of employment being offered or promised, and that you or AEROTEK may terminate your employment, with or without cause, at any time. You agree that by reporting or remaining at work after signing this Agreement that you have ratified the same. In addition, you represent and warrant to AEROTEK that your employment with AEROTEK will not violate the terms or conditions of any other agreement to which you are a party.
2. **Scope of Employment with Aerotek** – You understand that your employment with AEROTEK will be co-extensive with the Assignment. In other words, your employment with AEROTEK begins when you first begin work for the Client on the Assignment, and ends if and when the Assignment is ended by the Client or otherwise. Following the end of the Assignment, while you may remain eligible for future assignments with other AEROTEK clients, you will not be employed with AEROTEK unless and until you are re-hired and assigned to another client. You further understand that following the ending of the Assignment, while you may remain eligible for new assignments with other AEROTEK clients, AEROTEK has no obligation to find you additional assignments and has no ability to compel any client to hire you.
3. **Reporting of Hours** – You agree to submit completed time records to the AEROTEK office immediately following completion of your work week, but in no event later than 10:00 a.m. on Monday of each week, written in ink and approved and verified by a Client supervisor, indicating the number of hours worked. You understand and acknowledge that improper preparation of, or falsifying time records may result in disciplinary actions under AEROTEK policies as well as applicable law. Furthermore, you understand your supervisor is prohibited from completing your timecard unless extenuating circumstances exist, such as authorized travel or no access to the internet. If this box is checked ☒, you agree to submit your hours worked electronically and provide a printed approval from the Client's electronic time collection system. Failure to submit completed time records before 10:00 a.m. on Monday may, subject to applicable law, result in disciplinary action. You acknowledge that AEROTEK needs completed time records to obtain payment from the Client, and therefore you will accurately complete, sign and assist AEROTEK in gaining Client's approval and verification of your time records each week. You acknowledge AEROTEK's policy and practice of mandating daily recordation of all hours worked. AEROTEK does not permit "off the clock" work or any similar practice of not recording hours worked. Any requests by the Client or other third party not to record all hours worked or to record hours to an incorrect funding source must be reported in writing by you to AEROTEK.
4. **Compensation** - In consideration of your services, AEROTEK agrees to pay you weekly on Friday at the following rates:
 - (a) \$40.87 per hour for all hours worked (as reflected on time records) effective on the day you report to work at the Client and ending on the day of termination, or discharge of employment, regardless of cause or reason for discharge or termination.
 - (b) \$61.30 per hour for hours worked (as reflected on time records) in excess of forty (40) per week (or as otherwise required by applicable law). Client-observed holidays, shutdowns, and regularly scheduled days off shall not be considered as time worked for purposes of qualifying for premium rate compensation.

Except as specifically set forth in this Agreement, you acknowledge and agree that you are not entitled to any other compensation or benefits (including, but not limited to, vacation or personal leave) from AEROTEK or Client.

5. **Holiday** - AEROTEK agrees to compensate you for six legal holidays, those being New Year's Day, Memorial Day, July Fourth, Labor Day, Thanksgiving Day, and Christmas Day, after thirty (30) days of continuous employment on the Assignment.



6. **Sick Leave** – If you work in a sick leave jurisdiction, your eligibility and ability to earn, accrue, and use paid sick leave is governed by applicable law, and you will receive additional information regarding the applicable sick leave policy.
7. **Business Expenses** - Any business related expenses for which you are eligible and request reimbursement must be approved in writing by Client and must be substantiated with legible, itemized receipts. Original receipts must be physically turned in to the AEROTEK office or scanned and submitted electronically to your local AEROTEK representative. Any receipts turned in after 90 days of transaction will be deemed untimely and not paid. Any expenses submitted to AEROTEK without itemized receipts will not be reimbursed by AEROTEK. If you would like a copy of the AEROTEK Contract Employee expense reimbursement policy, please contact your AEROTEK representative.
8. **Restrictive Covenant** - In consideration of the terms of employment and the efforts and costs incurred by AEROTEK, you agree you shall not solicit Client or engage in a like or similar profession or occupation at Client's facility or any other facility at which you are directed to or actually perform services under this Agreement, either directly or indirectly, for a period of one hundred eighty (180) days following the termination of your employment under the terms of this Agreement, unless specific written authorization has been obtained from AEROTEK. You agree any violation of this provision will result in you paying to AEROTEK an amount equal to three hundred twenty (320) hours at the hourly rate as stated in 4(a) above.
9. **Confidentiality** - You agree not to disclose to anyone, either during or after your employment with AEROTEK, any confidential or proprietary information of any kind obtained by you as a result of your employment without the written consent of executive officers of both the Client and AEROTEK, and you further agree that on leaving the employment of AEROTEK, you will not take with you, without written permission of executive officers of both the Client and AEROTEK, any blueprint, drawing, or other reproduction, property or material of any kind. You also agree to execute any forms or documents required by the Client with respect to the foregoing.
10. **Information Security Matters** - With respect to any technology and/or equipment, including but not limited to a laptop, desktop, mobile device, or technology platform ("Equipment") used in connection with your Assignment, you agree to use the Equipment in accordance with applicable information security and confidentiality policies of the Client, as well as the AEROTEK Information Security Policy. In the event there is a conflict between the Client and AEROTEK Information Security Policy, you shall follow the policy that best ensures the protection and safekeeping of the Equipment and data contained on the Equipment. In the event you fail to fully comply with this provision or the confidentiality provision in Section 9 of this Agreement, you agree to indemnify the Client and AEROTEK for any and all claims, matters, suits or other liabilities that arise directly or indirectly as a result of your breach of Section 9 or Section 10 of this Agreement.
11. **Ownership of Work Product** - You agree that you will disclose and assign full and absolute right, title, and interest to the Client of any and all inventions, improvements, or discoveries made by you of any kind or nature whatsoever during the tenure of this Agreement, and you will execute any and all documents and instruments necessary to transfer the full and complete title of any such inventions, improvements or discoveries to the Client, and shall assist in any manner possible in obtaining patent letters in the name of said Client covering them. You also agree to execute any forms or documents required by the Client with respect to the foregoing.
12. **Trade Secret** - Nothing in this Agreement prohibits you from reporting an event that you reasonably and in good faith believe is a violation of law to the relevant law-enforcement agency, or from cooperating in an investigation conducted by such a government agency. This may include disclosure of trade secret or confidential information within the limitations permitted by the Defend Trade Secrets Act (DTSA). You are notified that under the DTSA, no individual will be held criminally or civilly liable under federal or state trade secret law for disclosure of a trade secret (as defined in the Economic Espionage Act) that is: (a) made in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney, and made solely for the purpose of reporting or investigating a suspected violation of law; or (b) made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal so that it is not made public. And, an individual who pursues a lawsuit for retaliation by an employer for reporting a suspected violation of the law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court proceeding, if the individual files any document containing the trade secret under seal and does not disclose the trade secret, except as permitted by court order.
13. **Indemnification** - You agree to indemnify and hold harmless AEROTEK from any and all liability, loss, damages, attorneys' fees, or expenses which may be caused by your negligence, willful actions, omissions or failure to perform the Assignment and/or your obligations under this Agreement.

14. **Termination** - You shall give a minimum notice of ten (10) business days should you decide to terminate your position with AEROTEK. You understand that the length of this Assignment is subject to the discretion and needs of the Client and, therefore, a five (5) day notice from AEROTEK may not be possible and AEROTEK is not required to provide such notice. Upon termination, and to the extent permitted by applicable law, you acknowledge and agree that any amounts owed by you to AEROTEK will be deducted from any remaining wages owed to you and refunded to AEROTEK.
15. **Notification of Completion of Assignment** - You agree that upon completion of the Assignment with Client, you will notify AEROTEK that you have finished the Assignment. You understand that failure to contact AEROTEK upon completion of the Assignment may affect your ability to receive unemployment benefits. You further understand that at all times between the ending of one assignment and the beginning of another, while you may remain eligible for potential assignments with other AEROTEK clients, you are not employed by AEROTEK and AEROTEK has no obligation to find you employment or place you with any client.
16. **Benefits** – As a common law employee of AEROTEK, you are eligible to participate in a variety of available benefit programs, including programs such as medical, dental, vision, disability and retirement. AEROTEK will provide additional information regarding our benefits options including eligibility periods, coverage options and how to enroll. You acknowledge and agree that since you are a common law employee of AEROTEK, and not the Client, you are not eligible for any benefit programs that may be provided by Client during your Assignment. By electing to participate in our benefit programs, you authorize AEROTEK to deduct your portion of the applicable costs directly from your paycheck.
17. **Acknowledgment of Employment Relationship** - In addition to the rules, regulations and policies of AEROTEK, you agree to be bound by any applicable rules, regulations or policies established by the Client wherever you perform services under this Agreement. You recognize and agree that you are an employee of AEROTEK, and you will look solely to AEROTEK for all employee benefits in connection with your employment under this Agreement. You hereby waive any right you have or may have against the Client for benefits arising out of or resulting from employment hereunder, including, without limitation, rights under any medical/benefit plan, pension plan or vacation/holiday plan regardless of the length of Assignment.
18. **Assignment of Claims** - In the event Client has filed for bankruptcy or indicated an intent to file for bankruptcy, you hereby assign to AEROTEK any and all claims you have against the Client for any wages earned and owed to you in connection with the work you performed on the Assignment, effective upon payment by AEROTEK to you of such amounts, which assignment shall be considered as in exchange for AEROTEK's payment of such amounts.
19. **Limitation of Liability** - To the extent permitted by law, you, on your own behalf and on behalf of anyone claiming by or through you, waive any and all rights you have, or may have, to claim or assert a claim, suit, action or demand of any kind, nature or description, including without limitation, claims, suits, actions or demands for personal injury or death whether arising in tort, contract or otherwise, against Client or Client's customers, agents, officers, directors, or employees, resulting from or arising directly or indirectly out of your employment with AEROTEK, except as to any claims you assign to AEROTEK under this Agreement. You recognize and agree that AEROTEK provides workers' compensation coverage for such things as on-the-job injuries or occupational diseases incurred while on Assignment for AEROTEK, and to the extent permitted by law, you agree to look solely to AEROTEK and/or its insurer for damages and/or expenses for any such claims, suits, actions, or demands relating to bodily injury, illness, or death incurred while on Assignment. In furtherance of the foregoing and in recognition that any work related injuries which might be sustained by you are covered by state Workers' Compensation statutes, and to avoid the circumvention of such state statutes which may result from suits against the Client based on the same injury or injuries, and to the extent permitted by law, YOU HEREBY WAIVE AND FOREVER RELEASE ANY RIGHTS YOU MIGHT HAVE to make claims or bring suit against the Client for damages based upon injuries which are covered under such Workers' Compensation statutes. You agree to notify AEROTEK if you believe that there are any unsafe conditions at the Client worksite or facility.
20. **Attorneys' Fees** – To the extent permitted by law, you agree that in the event of any dispute or claims: (a) arising out of or relating in any way to your employment or relationship with AEROTEK; or (b) seeking to enforce the obligations contained in this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and all costs relating to the dispute or claims and any process through which such a dispute or claims may be resolved.
21. **Integration/Merger** - Except as expressly set forth herein, this Agreement represents the entire agreement of the parties with respect to the subject matter hereof, and any and all agreements entered into prior hereto with respect to the subject matter hereof are revoked and superseded by this Agreement. No representations, promises, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein or in other contemporaneous



written agreements specifically identified herein. This Agreement may not be changed, modified or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this Agreement shall be of no effect.

22. Severability – In the event any provision or clause of this Agreement is found to be unenforceable by a court of competent jurisdiction, all remaining provisions shall remain in full force and effect.

If you accept this conditional offer in accordance with its stated terms, please indicate your acceptance by signing your name where indicated below and returning the signed copy to: AEROTEK, at the following address: 1100 Town & Country Rd., #1500, Orange, CA 92868, prior to commencing work.

Accepted By:

Jared Vanhook

Accepted By: Aerotek CE, A division of Aerotek, Inc.

Paris Bell

(Contract Employee)

(AEROTEK, Inc. representative)

(Contract Employee Signature)

(Date)

(AEROTEK, Inc. representative Signature)

(Date)