**EMPLOYMENT AGREEMENT**

THIS AGREEMENT (the "**Agreement**") is made as of June 20, 2021**.**

**BETWEEN:**

**ACME SOFTWARE INC.**,a corporation formed pursuant to the federal laws of Canada (the "**Employer**")

- and -

**JAMES STEVENSON** (the "**Employee**")

(each, a "**Party**" and, together, the "**Parties**")

**RECITALS:**

1. The Employer and the Employee wish to enter into this Agreement to set forth the rights and obligations of each of them as regards to the Employee’s employment with the Employer as a Junior Software Engineer.

**The Parties agree as follows:**

1. Employment
   1. Employment. The Employer agrees to employ the Employee and the Employee accepts employment with the Employer on the terms and conditions in this Agreement. The Employee will be subject to a probationary period during the first six (6) months of this Agreement (the "**Probationary Period**").
   2. Proprietary Information and Inventions Agreement. The Employee’s employment is conditional on the Employee’s execution of a Proprietary Information and Inventions Agreement in a form acceptable to the Employer (the "**PIIA**").
2. Position and Duties
   1. Position. The Employee will serve as Junior Software Engineer and in this capacity will perform the duties and responsibilities associated with the position of Junior Software Engineer, together with such other services that may be reasonably incidental to them or to which the Parties may agree from time to time. The Employer can reasonably expand or limit the Employee’s duties, responsibilities and authority.
   2. Performance of Duties. The Employee will:
      1. act honestly, diligently, in good faith and in the Employer’s best interests;
      2. exercise the care, diligence and skill of a reasonably prudent person performing similar services in comparable circumstances;
      3. act in accordance with sound industry standards and practices;
      4. act in accordance with all applicable laws, regulations and standards;
      5. devote sufficient time and attention to the Employer’s business and affairs to perform such services and duties effectively and to the best of his or her ability; and
      6. comply with the Employer’s policies and procedures in effect from time to time.
   3. Permitted Outside Involvements. The Employee may participate in not-for-profit business associations, charitable organizations or other similar organizations subject to the Employer’s reasonable objection and as long as, in each case, it does not interfere with the proper discharge of the Employee’s duties under this Agreement. The Employee will otherwise devote himself or herself exclusively to the Employer and will not participate in any for-profit business other than that of the Employer.
3. Compensation and Benefits
   1. Base Compensation. The Employee's base gross compensation will be $60,000 per year (based on full-time employment) or such other amount as the Employer determines from time to time consistent with the Employer’s policies ("**Base Compensation**").
   2. Annual Review. The Employer will review the Employee’s compensation annually in accordance with the Employer’s policies and practices and may increase the Base Compensation by such amount as it determines in its sole discretion taking into consideration: (a) the Employee’s performance of his or her duties and responsibilities under this Agreement; (b) the Employer’s performance; (c) the amount of compensation that other companies of comparable size, sector and level of activity pay for persons performing comparable services; and (d) market conditions generally, including the Employer’s ability to access the funds it requires to implement its business plan.
   3. Benefits. The Employee will be entitled to participate in applicable employee benefit programs for which the Employer’s employees are generally eligible, which may include medical and dental insurance.
   4. Stock Option Plan. The Employee will be eligible to participate in any stock option plan that the Employer establishes to incentivize its employees and other service providers (the "**Stock Option Plan**"). The board of directors of the Employer (the "**Board**") will have full discretion with regard to the granting, if any, and the terms of options under the Stock Option Plan.
   5. Expenses. The Employer will reimburse the Employee for all reasonable expenses the Employee incurs in the course of performing his or her duties and responsibilities under this Agreement that are consistent with the Employer's policies in effect from time to time with respect to travel, entertainment and other business expenses, subject to the Employer’s requirements with respect to reporting and documentation of such expenses.
   6. Vacation and Holidays. The Employee will be entitled to vacation pay and vacation leave pursuant to the applicable employment standards legislation*.* Where eligible, the Employee will be entitled to the statutory holidays in the Province in which he or she ordinarily resides.
   7. Withholdings. All amounts payable to the Employee as compensation under this Agreement will be subject to statutorily required withholdings by the Employer.
   8. Termination by Employee. The Employee may terminate his or her employment by giving the Employer 14 days prior written notice.
   9. Termination by Employer With Cause. The Employer may terminate the Employee’s employment at any time for just cause without giving the Employee notice or pay-in-lieu of notice.
   10. Termination by Employer During the Probationary Period. The Employer may terminate the Employee’s employment at any time during the Probationary Period without giving the Employee notice or pay-in-lieu of notice unless notice, pay-in-lieu of notice or other benefits are required by applicable employment standards legislation, in which case the Employer shall give the Employee the minimum working notice or pay-in-lieu of notice and all other minimum benefits to which the Employee is entitled in accordance with the applicable employment standards legislation.
   11. Termination by Employer Without Cause. At any time after the Probationary Period, the Employer may terminate the Employee’s employment without just cause by giving the Employee the minimum working notice or pay-in-lieu of notice, and all other minimum benefits to which he or she is entitled, in accordance with the applicable employment standards legislation. The Employee agrees that on the termination of employment in accordance with this Section 4.4, the Employee is not entitled to common-law reasonable notice of termination and that notice or payment under this Section 4.4 fully satisfies any and all claims, causes of action, and/or complaints the Employee might have against the Employer with respect to the termination of his or her employment.

Notices

* 1. Delivery of Notice. Any notice relating to, or required or permitted to be given in accordance with, this Agreement will be in writing and will be personally delivered, couriered, emailed or mailed as follows: (a) if to the Employer, at its head office addressed to the President’s attention; and (b) if to the Employee, at the Employer’s office or at the address the Employee provided for payroll purposes.
  2. Time of Delivery. Any notice will be deemed to have been received: (a) if delivered, couriered, or emailed, on the next business day following when it is delivered; and (b) if mailed, on the fifth (5th) day (excluding Saturdays, Sundays and holidays) after it is mailed.
  3. **Change of Address**. Each Party may change its address for the purpose of this Article 5 by delivering written notice of such change as set out in Section 5.1.

1. General
   1. Representation. The Employee represents and warrants to the Employer that the Employee’s execution and delivery of, and performance of the obligations under, this Agreement does not and will not conflict with, breach, violate or cause a default under any contract, agreement, instrument, order, judgment or decree to which the Employee is a party or by which the Employee is bound.
   2. Equipment. The Employee agrees that all items the Employer furnishes or provides to the Employee and all of the Employer’s material and equipment used by the Employee while employed (collectively, the "**Employer Property**") belong exclusively to the Employer. The Employee agrees to turn over to the Employer all Employer Property in his or her possession or under his or her control immediately at the Employer’s request or, in the absence of a request, upon the termination of employment.
   3. Use of Equipment. The Employee shall not use any Employer Property to access or store illegal material of any kind, including but not limited to material that might be considered pornographic or offensive to others working for the Employer. All information stored on the Employer Property is subject to review by any individual the Board designates and, except where such information is unrelated to the Employer’s business, is the Employer’s property. The Employer is not responsible for the control of any personal information the Employee places on the Employer Property.
   4. Email. As an employee of the Employer, the Employee will have an internet email address. The Employee expressly acknowledges that such email address is not a personal or confidential address. None of the Employee’s email is confidential to him or her and the Employer’s management or any person the Board designates may review it at any time.
   5. Personal Information. The Employer may collect, use or disclose the Employee’s personal information for the purpose of managing the Employee’s employment and administering the Employer’s benefit programs. The Employer will use commercially reasonable efforts to keep the Employee’s records accurate, current, secure and confidential. The Employee will be entitled to review and request any appropriate corrections to his or her personnel file with written notice to the Employer’s payroll administrator.
   6. Severability. Each provision of this Agreement shall be legal, valid and enforceable to the fullest extent permitted by law. If a court of competent jurisdiction finds any provision of this Agreement or portion thereof to be void, invalid, illegal or unenforceable, the remainder of this Agreement or the application of such provision or portion thereof shall not be affected thereby.
   7. Amendments and Waiver. This Agreement or any provisions may only be amended with both Parties’ written consent. Any waiver must be in writing and any waiver of breach is not a waiver of any subsequent breach.
   8. Entire Agreement. This Agreement supersedes all prior agreements, negotiations and discussions, whether oral, written or otherwise, between the Parties with respect to its subject-matter. This Agreement, together with the PIIA, contains the final and entire understanding and agreement between the Parties with respect to its subject-matter. The Parties will not be bound by any terms, conditions, statements, covenants, representations, or warranties, whether oral, written or otherwise, not contained in this Agreement or the PIIA with respect to its subject-matter.
   9. Governing Law. This Agreement is governed and construed by the laws of Ontario and the applicable federal laws of Canada, and the Parties will submit to the jurisdiction of the courts of Ontario.
   10. Assignment. The Employer may assign any of its rights under this Agreement to any successor in interest to the Employer or its business operations.
   11. Counterparts and Electronic Execution. The Parties may execute this Agreement in counterparts and may execute and deliver this Agreement in electronic form that can create a printed copy. When signed, each counterpart will be deemed an original and together will constitute the same agreement.
   12. Legal Advice. The Employee represents, warrants and acknowledges to the Employer that the Employer has advised the Employee to seek independent legal advice before the execution and delivery of this Agreement and that the Employee has either obtained such advice or has elected, voluntarily without any pressure, not to do so. The Employee agrees the failure to obtain independent legal advice will not be used as a defence to the enforcement of the terms of this Agreement.

*[signature page follows]*

**SIGNED** as of the day and year first above written.

**Acme Software Inc.**

Per:

Name: Michael Bee

Title:

**James Stevenson**