

Ryan Chen
647-537-0391
ryanchen1337@gmail.com

May 9th, 2023

Dear Ryan:

We are very pleased to offer you a position with Sysconverge Inc. (the “**Company**”). Please note that this offer is contingent upon successful completion and passing of your background checks. We have set out below the terms of employment respecting your new position.

1. **Title:** Developer (Co-Op)
2. **Effective Date:** May 10th, 2023
3. **Duties:** You will perform the duties customarily associated with this position and/or as otherwise explained to you, which is not intended to be a fixed or complete list. All employees may be required to perform duties outside of their normal responsibilities periodically, as needed. As we work in a dynamic and variable business, from time to time your specific duties or the manner of performing them may also change.
4. **Initial Reporting Manager:** Edwin Luk
5. **Location:** You will work remotely or in the Company’s head office, which is currently in Markham, Ontario but may, at the Company’s discretion, be relocated elsewhere within 50 kilometers of the Greater Toronto Area.
6. **Status:** Non-Exempt, Fixed-Term Co-Op Employment Contract. Co-Op Employment End Date: September 8th, 2023.
7. **Compensation:** Your hourly rate will be \$15.50 CAD per hour based on 38 hours a week. You will be paid based on the Company’s standard payroll or contractor remittance practices. Payroll will be subject to standard payroll deductions and withholdings. Contractors will be responsible for their own tax reporting and withholdings.
8. **Probationary Period:** There will be no probationary period for the contract term. Termination of contract shall follow Section 13 of this agreement.

- 9. Vacation:** Co-Op Employment will not be eligible for paid vacation. Any time off taken, outside of the Ontario Employment Standards Act, will be recognized as unpaid leave.
- 10. Sick Days** Employees will be eligible for paid sick days as per the Ontario Employment Standards Act, any time off taken, outside of the Ontario Employment Standards Act, will be recognized as unpaid leave.
- 11. Confidentiality and Invention Assignment Agreement** During the course of your employment or contract term, you will keep secret and confidential, and will not disclose, transfer to others, or use, any Confidential Information which you may acquire or create during the course of your employment or contract with Company. "Confidential Information" includes all information relating to the business or affairs of the Company, which is not generally known in the trade or businesses in which the Company is engaged including, but not limited to, all formulae, designs, prototypes, compilations, data, program code, methods, techniques, processes, customer information, financial information, pricing information, marketing information, intellectual property, business opportunities, inventions, system documentation, business plans, forecasts, market strategies, computer software or similar information. The Confidential Information will remain the exclusive property of the Company and, upon termination of your employment for any reason, you will promptly deliver to Company all Confidential Information including any copies or reproductions thereof.
- As a condition of this offer, you will be required to sign the attached Confidentiality of Information and Ownership of Proprietary Property Agreement.
- 12. Policies, etc:** You acknowledge that you are bound to follow the policies and procedures established by the Company, from time to time, including any code of business conduct adopted by the Company and acknowledge that they constitute terms and conditions of your employment or contract and continued employment or contract term.
- If, in any jurisdiction, any of these terms and conditions on their application to any party or circumstance is restricted, prohibited, or unenforceable, such provision will, as to such jurisdiction, be ineffective only to the extent of such restriction, prohibition or unenforceability without invalidating the remaining terms and conditions and without affecting the validity or enforceability of such provision in any other jurisdiction or without affecting its application to other parties or circumstances. It is understood and agreed that all

provisions on this agreement are subject to the minimum requirements of the ESA. If an employment standard as defined in the ESA provides for a greater right or benefit than any provision of this agreement, then such provision will be deleted and you will instead be provided with your entitlement under the ESA in lieu of your entitlement under this agreement.

13. Termination:

Your employment or contract may be terminated by you, at any time for any reason, on the giving of two (2) weeks' written notice to the Company. The Company may waive notice, in whole or in part, subject to applicable law.

Your employment or contract may be terminated by the Company, without any notice or pay in lieu of notice for "Cause". For the purposes of this agreement, "Cause" means any situation in which you would not be entitled to notice of termination or termination pay under the Ontario *Employment Standards Act* or any successor legislation.

Your employment or contract may be terminated by the Company without Cause at any time upon providing you with the minimum notice, pay in lieu of notice, termination pay, severance pay (if applicable), benefit continuation and any other entitlements that are expressly required under the Ontario *Employment Standards Act* or any successor legislation. You acknowledge and agree that the amounts set out in this paragraph will be accepted and received by you in lieu of any common law notice, payment, claim for pay in lieu of notice, termination pay, severance pay, claim or cause of action for wrongful dismissal damages.

**14. Restrictive
Covenants:**

During your employment or contract term with the Company and for a period of twelve (12) months after the termination of your employment or contract, whether with or without proper notice or Cause, and regardless of whether the termination is initiated by you or the Company and whether it is voluntary or involuntary, you will not directly or indirectly: (a) In any provinces of Canada and states of the United States of America in which the Company regularly conducts business, contact or solicit any Customers of the Company for the purpose of selling to the Customers any products or services which are the same as or substantially similar to, or in any way competitive with, the products or services sold or provided by the Company during your period of employment or contract term; or (b) Induce or solicit, or attempt to induce or solicit, any employee or independent contractor to leave his or her employment or engagement with the Company or

its affiliated or associated companies.

For the purposes of this agreement, “**Customers**” are any persons, companies, individuals, partnerships, government agencies or business entities that you directly or indirectly contacted or solicited on behalf of the Company during the twelve (12) month period preceding the termination of your employment.

You acknowledge and agree that the above restrictive covenants are reasonable in scope and necessary for the protection of the legitimate interests of the Company and acknowledge that they are an essential condition of this agreement without which the Company would not have offered you this position. You also represent and warrant that these restrictive covenants will not unduly prevent you from earning a livelihood upon the termination of your employment with the Company.

This offer of employment remains open until **5:00 PM (Eastern Standard Time) on May 10, 2023**, after which, the offer is withdrawn and rescinded.

If you agree with these terms and conditions, please sign two copies of this letter and return an executed copy to me by email at edwin.luk@sysconverge.com

Yours truly,

Edwin Luk
Partner
Sysconverge Inc.

I agree to the terms and conditions of employment as described above.

Date: _____
_____ **Ryan Chen**

Planned Start Date: _____

CONFIDENTIALITY OF INFORMATION AND OWNERSHIP OF PROPRIETARY PROPERTY AGREEMENT

THIS CONFIDENTIALITY OF INFORMATION AND OWNERSHIP OF PROPRIETARY PROPERTY AGREEMENT is between Sysconverge Inc. (the “Company”) and the undersigned (the employee, consultant, advisor or independent contractor who is referred to in this Agreement as the “Worker”).

BACKGROUND:

A. The Company may give, has given and will give the Worker access to proprietary or confidential information of the Company and its affiliates and subsidiaries (if any) (the “Company Group”), including information that, by its nature or by the nature of its disclosure, would reasonably be considered to be proprietary or confidential to the Company Group (which information is collectively referred to in this Agreement as “Confidential Information”). For greater certainty, Confidential Information includes all employee, customer or client personal information, technical data, unpublished knowhow, techniques, records, formulae, processes, sketches, photographs, plans, drawings, specifications, samples, reports, manuals, documents, prototypes, hardware, software and other equipment, working materials, findings, inventions and ideas, whether patentable or not, whether they be trade secrets or not and whether they be in written, graphic, oral, electronic or any other form, that are now or hereafter owned, licensed or otherwise acquired by the Company Group.

B. The Worker may develop, conceive, generate or contribute to, in the course of employment or engagement with the Company, alone and/or jointly with others, tangible and intangible

property relating to actual or anticipated business and research and development of the Company Group, or that is suggested by or result from work performed for or on behalf of the Company Group, in any fields, which property includes software, hardware, know-how, designs, techniques, documentation and other material regardless of the form or media in or on which it is stored, some or all of which property may be protected by patents, copyrights, trade secrets, trade-marks, industrial designs or mask works or any common law or statutory right anywhere in the world (which tangible and intangible property is collectively referred to in this Agreement as "Proprietary Property").

NOW, THEREFORE, in consideration of the Worker's employment or engagement with the Company and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Worker, the parties agree as follows:

1. The Worker, both during and after employment or engagement with the Company, shall not disclose or use any Proprietary Property or Confidential Information except in the course of carrying out authorized activities on behalf of the Company or except as expressly authorized by the Company in writing. The Worker may, however, use or disclose Confidential Information that:

2. (a) is or becomes public, other than through a breach of this Agreement; or

(b) is known to the Worker prior to employment or engagement by the Company and with respect to which the Worker does not have any obligation of confidentiality; or

(c) is required to be disclosed, or the disclosure of which to regulators is protected, by law, whether under an order of a court or government tribunal, statutory provision or other legal process, provided that, where such disclosure is required of the Worker, the Worker informs the Company of such requirement as soon as the Worker becomes aware of the requirement and in sufficient time to allow the Company to take such steps as are lawfully available to the Company to avoid or limit such disclosure by the Worker.

3. The Worker, both during and after employment or engagement with the Company, shall not disclose or use any trade secrets, confidential information or proprietary property of a third party obtained by the Worker during the course of or as result of employment or engagement with the Company, except as expressly authorized by the Company or such third party in writing.

4. All right, title and interest in and to Proprietary Property (including the Proprietary Property described in paragraph 6 below), as between the Worker and the Company, belongs to the Company and the Worker has no rights in any such Proprietary Property. For greater certainty, all right, title and interest (including any intellectual property rights) in and to all Proprietary Property that the Worker may acquire in the course of employment or engagement with the Company are hereby assigned to the Company. The Worker agrees to make full disclosure to the Company of and to properly document each development of any Proprietary Property, and to provide written documentation describing such Proprietary Property to the Company, promptly

after its creation. At the request and expense of the Company, both during and after employment or engagement with the Company, the Worker shall do all acts necessary and sign all documentation necessary in order to assign all right, title and interest in and to the Proprietary Property to the Company and to enable the Company to register patents, copyrights, trade-marks, mask works, industrial designs and such other protections as the Company deems advisable anywhere in the world. The Worker irrevocably designates and appoints the Company and its duly authorized officers and agents as the Worker's agent and attorney-in-fact, to act for and in the Worker's behalf and stead to execute and file any such instruments and papers and to do all other lawfully permitted acts to further the application for, prosecution, issuance, maintenance or transfer of patents, copyrights, trade-marks, mask works, industrial designs and such other protections related to the Proprietary Property. This power of attorney is coupled with an interest and shall not be affected by the Worker's subsequent incapacity or death.

5. If, during and in the course of employment or engagement with the Company, the Worker develops any Proprietary Property that is protected by copyright, the Worker hereby waives unconditionally any "moral rights" the Worker may have in such Proprietary Property.

6. The Worker, both during and after employment or engagement with the Company, shall not make any unauthorized use of the Company's computer systems, communications networks, databases or files. The Worker shall adhere to all Company policies regarding the use of such computer systems, communications networks, databases or files.

7. All notes, data, tapes, reference items, sketches, drawings, memoranda, records, documentation and other material regardless of the form or media in or on which it is stored, that is in or comes into the possession or control of the Worker, and that is in any way obtained, conceived, developed, generated or contributed to by the Worker, alone and/or jointly with others in the course of or as a result of the Worker's employment or engagement with the Company, is and remains Confidential Information and/or Proprietary Property within the meaning of this Agreement.

8. The Worker shall return or destroy, as directed by the Company, Confidential Information or Proprietary Property to the Company upon request by the Company at any time, and upon the cessation of employment or engagement with the Company, regardless of how that cessation occurs. Such return or destruction shall include all originals and all copies of the Confidential Information and Proprietary Property, in whatever medium or form, that is then in the control or possession of the Worker. Upon request by the Company, the Worker shall certify, by way of affidavit or statutory declaration, that all such Confidential Information and Proprietary Property has been returned or destroyed, as applicable. Both during and after employment or engagement with the Company, the Worker shall not make or retain copies of the Confidential Information or Proprietary Property in the Worker's possession or control, except for the purpose of carrying out authorized activities on behalf of the Company or except as expressly authorized by the Company in writing. For information stored in electronic form:

(a) the Worker shall be deemed to have returned it when the Worker transmits an electronic copy to Company and thereafter destroys it per (b) below; and

(b) the Worker shall be deemed to have destroyed it when the Worker performs a commercially reasonable “delete” function with respect to all of its copies of information, notwithstanding that such information may be forensically recoverable or restored from backups (provided always that if, at any time, the Worker performs or permits such recovery or restoration, the Worker shall treat such recovered or restored information as Confidential Information hereunder at all times).

9. The Worker shall not use unauthorized software on the Company’s equipment during the course of employment or engagement with the Company. Furthermore, the Worker shall not incorporate into or link with the Confidential Information or Proprietary Property, any third-party intellectual property (including third party software, images, works or materials, third party patents or trade secrets, and open source software) without first (a) disclosing same to the Company together with the license therefor from such third party, and (b) receiving authorization from the Company for such incorporation or linkage.

10. During the Worker’s employment or engagement with the Company, the Worker shall not make use of or in any manner communicate to the Company any confidential information of any third party (including former employers of the Worker) that may be in or may come into the Worker’s possession or control, other than confidential information disclosed to the Worker in his, her or its capacity as a representative of the Company.

11. The Worker shall, if requested from time to time by the Company, execute such further agreements as to confidentiality and proprietary rights as the Company requires to protect confidential information or proprietary property.

12. Regardless of any changes in role, responsibilities, compensation or otherwise, including cessation of the Worker’s employment or engagement with the Company (regardless of how that cessation occurs), the Worker shall continue to be subject to the terms and conditions of this Agreement and any other(s) executed pursuant to paragraph 10 above.

13. The Worker’s sole and exclusive remedy for any breach of this Agreement by the Company is limited to monetary damages and the Worker shall not make any claim in respect of any rights to or interest in any Confidential Information or Proprietary Property. The Worker hereby waives, relinquishes and conveys to the Company any and all claims of any nature whatsoever, which the Worker now or hereafter has for infringement of any proprietary rights assigned to the Company. The Worker acknowledges that it would be difficult to compute the monetary loss to the Company arising from a breach or threatened breach of this Agreement by the Worker and that, accordingly, the Company shall be entitled to specific performance, injunctive or other equitable relief in addition to or instead of monetary damages, without the necessity of establishing that monetary damages would be inadequate.

14. The Worker’s employment or engagement with the Company is subject to the terms and conditions of this Agreement. This Agreement shall enure to the benefit of the Company and its successors and assigns and be binding on the Worker and the Worker’s heirs, attorneys, guardians, estate trustees, executors, trustees and permitted assigns.

15. This Agreement is a contract made under and shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

16. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, that provision is to be deleted and the other provisions remain in effect and are valid and enforceable to the fullest extent permitted by law.

17. The Worker and the Company each intend and agree that in this Agreement, the terms “employment”, “contract”, “contract term” and “engagement” shall be deemed to include any period of time prior to the Worker’s execution of this Agreement and/or prior to the formal execution of any employment or consulting agreement or contract for services relating to the employment or engagement, during which period of time and in connection with or in contemplation of such employment or engagement, the Worker provided services to or performed work of any kind for the Company Group or for the benefit of the Company Group.

18. The Worker confirms that he or she had the opportunity to confer with an independent legal advisor if he or she so wished, in advance of signing this Agreement. The Worker further confirms that he or she has read this Agreement and the Worker accepts and agrees to be bound by its terms.

19. The headings herein are for convenience only and do not interpret this Agreement, the word “including” or “include”, when following any general statement or term, is not to be construed as limiting the general statement or term to the specific items or matters set forth or to similar items or matters, but rather as permitting the general statement or term to refer to all other items or matters that could reasonably fall within its broadest possible scope, and the word “or” does not imply an exclusive relationship between the matters being connected.

20. The Worker hereby authorizes the Company to notify the Worker’s future employers (or other necessary third parties) of the terms of this Agreement and the Worker’s responsibilities hereunder.

21. This Agreement, and the agreements and other documents required to be delivered pursuant to this Agreement, constitute the entire agreement between the Company and the Worker and set out all the covenants, promises, warranties, representations, conditions and agreements between the Company and the Worker in connection with the subject matter of this Agreement and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, pre-contractual or otherwise.

Edwin Luk, Partner
Sysconverge Inc.

Ryan Chen

Date

Date