

Employment Agreement - CTO

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This Employment Agreement (the "Agreement") is entered into as of 2025-10-18, governed by and construed in accordance with the laws of Ontario, Canada.

For the purposes of this Agreement, capitalized terms have the meanings set forth below and apply equally to singular and plural forms. References to any gender include all genders. Headings are for convenience only and do not affect interpretation. The schedules form part of and are incorporated into this Agreement

- 1.1 **Appointment** means the employment of the Employee by the Company on the terms of this Agreement.
- 1.2 **Appropriate Manager** means the individual within the organization who has been designated with the authority and responsibility to manage, supervise, or make decisions regarding employment matters for a particular employee. This may include the employee's direct supervisor, department head, or any other person authorized by the employer to act in such a capacity.
- 1.3 **Confidential Information** means any information or matter which is not in the public domain and which relates to the affairs of the Employer, including but not limited to commercial, scientific, and technical information proprietary to the Employer, or relating to the Employer's suppliers, clients, subcontractors, and third parties. This includes, without limitation, trade secrets, know-how, technical information, inventions, processes, methods, products, research data, software (including source and object codes), methodologies, charts, designs, drawings, marketing and pricing information, customer and supplier lists, and all data and records relating thereto, whether transmitted in writing, orally, or otherwise.
- 1.4 **Gross Negligence** means a severe lack of care or diligence by the Employee in the performance of their duties, amounting to a disregard for the consequences of such actions or omissions.
- 1.5 **Material Breach** means a substantial failure by the Employee to perform their obligations under this Agreement, which goes to the root of the Agreement and justifies immediate termination which including but not limited to repeated unauthorized absences affecting job performance, severe or repeated breach of confidentiality, significant violation of workplace policies or failure to maintain required licenses or certifications essential to the role.

- 1.6 **Redundancy** means termination of employment by the Employer on grounds that the Employee's role is no longer required due to operational or organizational reasons, entitling the Employee to statutory redundancy payment and protections.
- 1.7 **Serious Misconduct** means deliberate acts or omissions described above which fundamentally undermine the employment relationship and that is so serious as to justify immediate termination of Employment without Notice, including but not limited to dishonesty, theft, fraud, assault, harassment, intoxication at work, refusal to follow lawful instructions, or conduct causing imminent risk to health, safety, reputation, or finances.
- 1.8 **Severance** means compensation and benefits payable to the Employee upon termination of employment intended to provide financial support post-termination, which may include payment in lieu of notice, lump sum payments, continuation of benefits, or other agreed terms.

This Agreement is made by and between the parties identified below:

Meshkat Partners Inc. incorporated and registered in Ontario, Canada with company number 123456789RC0001 whose registered office is at 123 Business Street, Toronto, ON M5H 2N2, Canada (the "Employer")

John Doe: 456 Residential Avenue, Toronto, ON M4B 1C3, Canada - john.doe@email.com (the "Employee")

(The Employer and the Employee may hereinafter be collectively referred to as "Parties" and each individually as "Party").

- 3.1 The Employer shall employ the Employee, and the Employee shall serve the Employer on the terms of this Agreement.
- 3.2 The Employee's employment with the Employer commences on 2025-02-01 (the "Commencement Date").
- 4.1 The Employee is required at all times to comply with the Employer's rules, policies, and procedures in force from time to time a copy of which are available for review at the Employee's usual place of work.
- 4.2 The Employee's duties are set out in the attached job description, which the Employee acknowledges having read and agreed to.
- 4.3 The Employee shall act in good faith and with utmost fidelity towards the Employer, exerting best efforts and full attention to perform all tasks and obligations assigned for the advancement of the Employer's business and shall comply with all such instructions issued by the Employer

- 4.4 The Employee may be required to undertake other duties from time to time as the Employer may reasonably require.
- 4.5 The Employee shall have no authority to enter into any agreement or undertake any action on behalf of the Employer unless the Employee has obtained the Employer's prior written approval. Any approved action must be carried out strictly within the scope of authority delegated by the Employer. The Employee shall be fully liable for any agreement entered into or action performed without the Employer's prior written approval.
- 4.6 The Employee is employed in the capacity of Chief Technology Officer (CTO).
- 5.1 The Appointment shall commence on the Commencement Date and shall continue until terminated in accordance with the termination provisions set forth in this Agreement.
- 5.2 The Appointment shall terminate on the date that the Employee reaches the retirement age.
- 5.3 The first 90 days of the Appointment shall be a probationary period and the Appointment may be terminated during this period at any time on 1 week prior notice. During this probationary period the Employee's performance and suitability for continued employment will be monitored.
- 6.1 The Employer shall pay the Employee a total annual salary of 250000 which shall accrue on a daily basis throughout the term of employment. The salary shall be payable in equal monthly installments in arrears, with each installment payable on or about the last day of each calendar month. Such payments shall be made by direct transfer into the Employee's nominated bank.
- 6.2 The salary stated is a gross amount, subject to all applicable taxes, deductions, and withholdings required by law or this Agreement.
- 7.1 During any probationary period, either the Employer or the Employee may terminate the employment by providing a minimum of 1 week prior written notice.
- 7.2 Upon completion of the probationary period, termination shall be governed by the provisions set out below.

7.3 The Employer may terminate the Employee's employment immediately and without notice or any payment in lieu of notice if there is just cause. The determination of just cause is at the Employer's sole discretion and will be based on, but is not limited to, the following grounds: Serious Misconduct, including but not limited to, theft, fraud, insubordination, or material breach of this Agreement.

Gross Negligence or willful disregard for Employer's policies or safety procedures.

A Material Breach of this Agreement or any other Employer policy.

Any act or omission that results in, or is likely to result in, material harm to the Employer's reputation, financial standing, or operations.

Any other act that is inconsistent with the continuation of the employment relationship.

7.4 Notice of termination must be given in writing and shall be effective upon receipt by the other party, unless otherwise agreed in writing.

7.5 The Employee's Employment shall automatically terminate upon the Employee reaching the Retirement Age as per the applicable law, without the requirement of notice.

The Employee represents and warrants to the Employer that, by entering into this agreement or performing any of the Employee's obligations under it, the Employee will not be in breach of any court order or any express or implied terms of any contract or other obligation binding on the Employee.

9.1 This Agreement, together with any schedules or documents expressly incorporated by reference, constitutes the complete and exclusive understanding between the Employer and the Employee regarding the subject matter herein. No other agreements, promises, representations, or understandings, whether written or oral, shall be valid or binding unless expressly set out in this Agreement.

9.2 If any provision of this Agreement is found to be invalid, unlawful, or unenforceable, the remaining provisions shall continue in full force and effect.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all counterparts taken together shall constitute one and the same agreement. Signatures transmitted by electronic means, including but not limited to DocuSign or other recognized electronic signature platforms, shall be deemed to have the same legal effect and validity as original handwritten signatures.

Signed for and on behalf of Employer:

Name: Meshkat Partners Inc.

Title:

Date:

Signature:

Signed for and on behalf of Employee:

Name: John Doe

Date:

Signature: