# STRICTLY CONFIDENTIAL

**DATE**

Dear NAME,

On behalf of COMPANY Discovery District (“COMPANY” or the “Company”), I am pleased to offer you the position of **TITLE** subject to your agreement to the terms and conditions set out below.

You will begin your employment remote.

COMPANY is not just about growing the innovative businesses of the future, but also about making a positive difference in the lives of Canadians and others around the world. Our purpose is to support innovators changing the world. We work closely with entrepreneurs in a range of sectors—from health and cleantech to finance and education—helping them grow and scale into global market leaders by providing expert advice, as well as access to capital, talent and customer networks. We also work with partners to ensure that important innovations are used and adopted.

Additional terms and conditions of your employment are as follows:

1. **Start Date:** You will commence employment with COMPANY on **DATE**. This contract's initial term (the “Term”) will end on **DATE** subject to earlier termination and other provisions set out below.
2. **Title and Responsibilities:** You will be employed in the position **TITLE** on a full-time basis and report to **NAME**. You will perform such duties as may from time to time be assigned, delegated or limited by the Company including those set out in the position description is attached for your reference purposes,

which will serve as the basis for the development of specific goals and objectives, and relevant performance metrics. It is important to recognize that COMPANY is still an evolving organization and as such, represents a challenging and fluid working environment. Your duties may change from time to time as influenced by the needs of the Company and we require flexibility and adaptability from our employees. It is also important to recognize that both teamwork and effective project management are valued in the COMPANY environment.

1. **Salary:** You will be paid a base salary starting at **CAD $ per annum**, based on active full-time employment, less all applicable deductions, paid semi- monthly through direct deposit. Because COMPANY is a results-driven organization, goals and objectives will be set for you and compensation adjustments will be made based upon your performance against targets. While salary increases are not guaranteed, COMPANY follows a formal compensation review process annually, and your salary will be reviewed during our standard annual performance review cycle.
2. **Variable Pay:** As a high impact and values driven organization, COMPANY will be offering you a bonus-based commission in addition to your base pay. Relative to other non-profit organizations, COMPANY has a high variable compensation program designed to drive our values and results driven culture. Your performance matters, and your commission amount will be based on your sales targets listed in the chart below. All targets refer to actual signed bookings made between **DATES**. You can expect your commission to be paid in a lump sum on or about DATE The specific timing of the payment is dependent on the completion of reporting and documentation to support your sales achievements.
   1. Should you resign or be terminated for cause (as defined below), and your last day worked is before DATE, you will no longer be eligible to receive your commission payment, subject to the minimum requirements of the Employment Standards Act, 2000, as amended (the “ESA”), and you waive any entitlement under common law.

Should your employment be terminated without cause (as defined below), you will be eligible for a prorated portion of your commission payment based on actual signed bookings on your end date.

* 1. Like all COMPANY programs, we reserve the right to make amendments to this program from time to time .

|  |  |  |  |
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| **Target** | | **Commission** | **Total Compensation** |
| $2m+ Bookings | | $20,000 | $170,000 |
| $3m+ Bookings | | $40,000 | $190,000 |
| $4m+ Bookings | | $60,000 | $210,000 |
| $5m+ Bookings | < $1m in Net New Bookings  ***or***  < 2 New Tier I Partners | $80,000 | $230,000 |
| $4m+ in existing bookings  $1m+ in Net New bookings  ***and***  2 New Tier I\* Partners | $100,000 | $250,000 |

\*Tier I Partners are deals over $1m, longer than 2 years, involving more than one product team to deliver

1. **Probation:** You will be subject to a 3-month probationary period, following which your continued employment will be confirmed.
2. **Cell-phone:** You are entitled to a cell phone stipend of $/ month paid out by semi- monthly at **$**/ paycheck. This is a taxable benefit and deductions will be made accordingly. This may be subject to change based on updates in COMPANY’s internal policies.
3. **Group RRSP:** You are eligible to participate in a COMPANY Group RRSP effective **DATE** In this program, COMPANY will match your contributions up to **3%** of your earnings on a semi-monthly basis, provided that you are making a minimum contribution of $ per period. This is a voluntary program that offers many investment options.
4. **Benefits:** COMPANY provides its employees with a full range of comprehensive benefits including extended health, dental and an Employee Assistance Program, subject to the terms and conditions of the applicable plans. Your eligibility for benefits will commence effective **DATE** You will receive complete details of all benefit plans as part of your new employee orientation. COMPANY reserves the right to amend, change, discontinue or terminate in whole or in part the benefits provided under the applicable insurance policies for active employees at any time. Any amendment, change, discontinuance or termination may apply to you. COMPANY also reserves the right to determine new premium contributions relating to the application insurance policy from time to time.
5. **Vacation:** You are entitled to **4 weeks of paid vacation per year,** accrued on a semi- monthly basis (and pro-rated for partial years worked). You may begin taking vacation based upon mutual agreement between yourself and your manager. In the event that you are unable to take your full allotment in any given year, you may carry over up to 5 days to the following year that must be used by the end of Q1 (June 30) in that year and subject only to the express requirements of the *ESA*, any balance remaining will be forfeited.
6. **Policies:** As a condition of employment with COMPANY you agree to comply with all policies and codes of conduct of the Company, as may be applicable to you from time to time. In addition, you agree to be bound by the covenants and other terms as set out in the Employment Covenant Agreement (attached hereto as “Schedule A”) and shall sign and return that Agreement in accordance with the instructions below.
7. **Termination:** Although it may be difficult to contemplate termination of your employment at this time, our view is that it is important to specify entitlements and set expectations at the outset. Either you or the Company may terminate your employment at any time as follows:
   1. If you decide to terminate your employment at any time we ask that you provide us with two (2) weeks’ written notice. It is understood and agreed that the Company shall be entitled to waive all or part of that notice and accept your resignation at an earlier date, subject to applicable laws.
   2. **Termination without Cause:** The Company may terminate your employment at any time without cause in accordance with the requirements of applicable law, including the common law of Canada. The Company’s obligation to make any payments to you that exceed your minimum statutory entitlements upon such termination is conditional upon you executing a formal release agreement.
   3. **Termination with Cause:** Although we trust that this will not be necessary, the Company may terminate your employment at any time for just cause, without advance notice or pay in lieu, subject only to any minimum requirements of the ESA.

# Other Terms:

* 1. Several COMPANY programs are subject to different government or third-party funding programs. In the event that some of funding programs are not renewed, and we do not secure replacement funding, there may be an impact on your employment.
  2. You represent and warrant that there are no legal impediments to your accepting employment with and working for COMPANY, and that performing your job duties hereunder, and that your employment with COMPANY will not result in or constitute a default, breach, or violation of any agreement or commitment to which you are a party or by which you are bound.
  3. The Company complies with and will provide employment accommodation in accordance with the *Ontario Human Rights Code, R.S.O. 1990* and the *Accessibility for Ontarians with Disabilities Act*, *2005*. If you require a specific accommodation because of a disability or a medical need, please contact Human Resources.
  4. This offer is contingent on completing reference and background checks and obtaining results that are satisfactory to COMPANY. Please do not resign from any current position you may hold without us first confirming your employment.
  5. Notwithstanding any other provision herein, and for clarity, in no circumstances will you receive less than your minimum entitlements under the *ESA* during your employment or upon termination thereof. In the event that the minimum standards specified by applicable employment standards legislation are more

favourable to you than a provision of this agreement in any respect, the relevant minimum standard of that legislation shall apply in place of that provision, without affecting the validity of the remainder of this agreement. Further, unless otherwise agreed in writing, the terms of this agreement shall remain in effect regardless of any job or compensation change, promotion or new job assignment that you undertake within the Company or its assigns.

* 1. This constitutes the entire agreement between us with respect to the subject matter hereof and supersedes any prior understandings and agreements. Unless otherwise agreed in writing, the provisions of this agreement will remain in effect regardless of any job change or new job assignment that you undertake within Company or its affiliates.

We have enclosed benefit related information for you. Please sign the employment agreement and Schedule A and return it to me no later than **DATE** and retain a copy for your files.

COMPANY’ core business hours are Monday through Friday, 8:30 a.m. to 5:00 p.m., but your actual work hours will be subject to business needs.

Jordana, we are confident that you will find this opportunity to be both challenging and rewarding, we are delighted at your interest in joining our team. Should you have any questions, please do not hesitate to contact me.

Yours sincerely,

# NAME AND TITLE, COMPANY

**Employee’s Agreement**

I have read, understand and agree with all of the foregoing. I have had a reasonable opportunity to consider this letter and the matters set out herein. I accept your offer of employment with COMPANY on the terms and conditions set out in this letter.

NAME Date

# Schedule A Employment Covenants

As a condition of my employment with COMPANY, its subsidiaries, affiliates, successors or assigns (“COMPANY” or the “Company”), and in consideration of my employment with and compensation provided by COMPANY, I agree to the following:

**Information**.

1. Company Information. I agree at all times during the term of my employment and thereafter, to hold in strictest confidence, and not to use except for the benefit of COMPANY, or to disclose to any person, firm or corporation without written authorization of the CEO of COMPANY, any Confidential Information of COMPANY. I understand that “Confidential Information” means any COMPANY proprietary information or sensitive and confidential intellectual property, technical data, trade secrets or know-how, including, but not limited to, research, product plans, products, services, customer lists and customers (including, but not limited to, customers of COMPANY on whom I called or with whom I became acquainted during the term of my employment), markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration, marketing, budgets, reports, minutes, finances or other business information disclosed to me by COMPANY either directly or indirectly in writing, orally or by drawing or observation. I further understand that Confidential Information does not include any of the foregoing items which has become publicly known and made generally available through no wrongful act of mine or of others who were under confidentiality obligations as to the item or items involved.
2. Former Employer Information. I agree that I will not, during my employment with COMPANY, improperly use or disclose any proprietary information or trade secrets of any former employer or other person or entity and that I will not bring onto the premises of COMPANY any unpublished document or proprietary information belonging to any such employer, person or entity unless consented to in writing by such employer, person or entity.
3. Third Party Information. I recognize that COMPANY has received and in the future will receive from third parties their confidential or proprietary information subject to a duty on the Company’s part to maintain the confidentiality of such information and to use it only for certain purposes. I agree to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm or corporation or to use it except as necessary in carrying out my work for COMPANY consistent with COMPANY’ agreement with such third party.

**Conflicts of Interest**. I agree that during the term of my employment with COMPANY, I will not engage in any other employment, occupation, consulting or other business activity in any way related to the business in which COMPANY is involved or becomes involved during the term of my employment, nor will I engage in any other activities that conflict with my obligations to or employment with COMPANY.

**Conduct**. I agree that:

* 1. It is my responsibility to read and adhere to all policies and guidelines, as well as any subsequent amendments issued by COMPANY.
  2. As an employee of COMPANY, I must conduct all my affairs in strict compliance with the letter and spirit of the law and to adhere to the highest principles of business ethics and practices. Accordingly, I must avoid activities that are in conflict, or give the appearance of being in conflict.
  3. I will record and report information fully, accurately and honestly. I understand that any inaccurate or dishonest reporting, either inside or outside the Company, is not only strictly prohibited but could also lead to civil or even criminal liability for myself, or COMPANY.
  4. I agree to not knowingly permit COMPANY to enter into an agreement or contract requiring COMPANY to do any act prohibited by law; nor shall I knowingly aid or abet any party in their dealings with COMPANY to circumvent any laws.
  5. I will disclose any and all directorships and/or private company holding which I hold or which are held by family members that could present a conflict with my role in COMPANY.
  6. The following are potentially compromising situations that are to be avoided. Any exceptions must be reported to the CEO and written approval for continuation must be obtained:
     1. Accepting or offering substantial gifts, excessive entertainment, favours or payments which may be deemed to constitute undue influence or otherwise be improper or embarrassing to COMPANY.
     2. Initiating or approving human resources actions affecting reward or punishment of employees or applicants where there is a family relationship, or is or appears to be personal or social involvement.
     3. Initiating or approving any form of personal or social harassment of employees.
     4. Borrowing from or lending to employees, customers or suppliers.
     5. Improperly using or authorizing the use of any inventions, which are the subject of patent claims of any other person or entity.
     6. Engaging in any conduct, which is not in the best interest of COMPANY.
     7. Any acts of hospitality towards public officials shall be of such a scale and nature as to avoid compromising any level of government.

**Property**. I understand and agree that:

1. COMPANY has a large variety of assets, many of them of great value. They include physical items as well as confidential or proprietary information. Protecting the general assets of the Company as well as those specifically entrusted to me against loss, theft and misuse is my responsibility.
2. COMPANY’ assets, equipment and supplies must be used only for conducting COMPANY’s business or for projects, undertakings and activities pre-authorized by COMPANY.

**Reputation**. I understand and agree that the work of COMPANY is unique and the reputation of its employees, directors, donors and other partners are critical assets of the Corporation. As a result, I agree to act in a manner that will enhance and

support these assets, both during and after the term of this Agreement. During the course of my employment and thereafter, I will not disparage or denigrate COMPANY, or its operations, clients, employees, work products or services, whether orally or in writing, and whether online or otherwise.

**Non-Solicitation and Other Duties**. I understand and agree that:

1. Except as may otherwise be required in the ordinary course of performing my ordinary course and proper duties for COMPANY, while I am employed with COMPANY, and for a period of 12 months thereafter, regardless of the reason for the termination, I will not solicit or attempt to solicit, induce or attempt to induce, or otherwise encourage any employee, consultant, client or customer of COMPANY (with whom I have had business contact in the 24 months preceding the termination of my employment) to terminate, discontinue or alter in any manner that is adverse to COMPANY, his, her or its employment, relationship or business with COMPANY.
2. Nothing in this agreement limits any fiduciary duties, duties of loyalty or other duties and obligations that I might owe to the Company, and I hereby agree to comply with all such obligations.

**Returning Company Property and Documents**. I agree that upon the request of COMPANY but in any event at the time of leaving the employ of COMPANY, I will deliver to COMPANY (and will not keep in my possession or control, recreate or deliver to anyone else) any and confidential or proprietary information, which may include without limitation, all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment, keys, passes, electronic devices, laptops, other documents or property, or reproductions of any aforementioned items developed by me pursuant to my employment with the Company or otherwise belonging to COMPANY, its successors or assigns.

**Notification to New Employer**. I hereby consent to the disclosure of my obligations and duties to COMPANY under this Agreement on an as needed basis by COMPANY to any new or prospective employer.

**Representation**. I agree to execute any proper oath or verify any proper document required to carry out the terms of this Agreement. I represent that my performance of all the terms of this Agreement will not breach any agreement to keep in confidence proprietary information acquired by me in confidence or in trust prior to my employment by COMPANY. I have not entered into, and I agree I will not enter into, any oral or written agreement in conflict herewith.

Agreed and accepted:

Date

SCHEDULE OF BENEFITS

# COMPANY

Class 1

The Group Life and LTD premiums will be taxable benefits. The carrier is Great-West Life (GWL).

The Benefit schedule reflects current benefits offering, which is subject to change at any time, at the discretion of the company, with due notice.

Policy Plan Number:

|  |  |
| --- | --- |
| **LIFE INSURANCE & A.D. & D.** | |
| Life Amount | 2 times annual salary |
| AD & D Amount | 2 times annual salary |
| Critical Illness | N/A |
| Life Maximum | $ 500,000 |
| At Age 65 | Reduced to 50% |
| At Age 71 | Terminates |
| Non Evidence Maximum | $ 260,000 |
| Maximum | $ 500,000 |
| Optional Life Coverage | Yes |

|  |  |
| --- | --- |
| **DEPENDENT LIFE INSURANCE** | |
| Spousal | $ 10,000 |
| Child (from the age of 15 days) | $ 5,000 |
| Critical Illness | N/A |
| Coverage terminates at earlier of retirement or age 71. |  |

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| **SHORT TERM DISABILITY** | |
| Elimination Period | 10 days |
| % of Earnings of semi-monthly earnings | 90% of regular earnings per pay |
| Maximum Duration of Benefit | 15 weeks |
| Medical documentation required | Yes |
| Taxable Benefit | No |
| CPP Primary | Yes |
| Tax Status | Taxed as regular pay |

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| --- | --- |
| **LONG TERM DISABILITY** | |
| Elimination Period | 120 days |
| Benefit Period | Age 65 |
| % of Earnings of monthly earnings | Formula= 75% on first  $1,250,  58% of next $4083, and  48% of remaining earnings |
| Maximum Benefit- (Requires additional medical documentation and is a % of salary) | $ 10,000 |
| Non-Evidence Maximum - (No additional medical  documentation required) | $ 4,400 |
| Definition   * Two year own occupation | Yes |
| * Any occupation | Thereafter |
| Taxable Benefit | No |
| CPP Primary | Yes |
| Tax Status | Benefit non-taxable when paid |

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| **HEALTH CARE** (Reimbursement over and above OHIP limits) | |
| Deductible | No annual deductible |
| Semi-Private Room | 100% |
| Co-insurance – (Excludes drugs, hospital, & out of country care) | 100% |
| Prescription/Generic Drug Card  Dispensing Fee Cap | Yes  $ 10 |
| Private Nursing | $10,000 per 12 months |
| Ambulance | Yes |
| Paramedical  Physiotherapist, osteopath, podiatrist, chiropractor, speech therapist, acupuncturist, naturopath, dietician, psychologist/social worker/psychotherapist/psychoanalyst\*, massage  therapist | $500/Year per practitioner |
| Orthotics | $300 per 12 months |
| Best Doctors- consultation service | Yes |

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| --- | --- |
| Suppliers & Services | Yes |
| Out of Province Emergency | Yes |
| Travel Assist – up to 60 days | Yes |
| Vision Care – eye glasses, contacts, laser eye  surgery | $200 per 24 months |
| Eye exams- | 1 every 24 months |
| Survivor Benefits- (Surviving spouse and eligible children) | 2 years |
| Terminates | At Retirement |

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| --- | --- |
| **DENTAL** | |
| Deductible | No annual deductible |
| Fee Basis – Generalist | Current Prescribed fee schedule as set by  Provincial Board |
| BASIC SERVICES | 100% |
| Major Dental | 50%  $2,000 per year |
| Accidental Dental | 100% |
| Annual Maximum | $2,000 Supplementary services |
| Visits & Examinations- 9 month recall | Yes  10 scaling units |
| X-Rays | Yes |
| Preventive and Maintenance | Yes-100% |
| Restorative | Yes |
| Endodontic (Root Canal) | Yes |
| Periodontal (Gum Tissue) | Yes |
| Orthodontic | Pediatric only- 50%,  $2,500 lifetime maximum |
| Denture Services | Yes |
| Survivor’s Coverage – (Surviving spouse and eligible children) | 2 years |
| Terminates | Retirement |

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| **Employee Assistance Program – Shepell·fgi** | |
|  | Marital/relationship |
| *Contact\*\*—*assessment, counseling, case | counselling, family and |
| management and referral services for | parenting, physical/ |
|  | emotional abuse, |

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| --- | --- |
|  | personal issues, addiction counselling, stress, grief and crisis counselling, legal services, financial services, child and elder care assessment and  information services |
| Work-life services- Career and vocation | Yes |
| Online services | Yes |
| Trauma response service | Yes |
| AbilitiCBT Program | Yes |

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| **Group RRSP – RBC Group RRSP** | |
| Company Contribution | Match employee  contribution to a maximum of 3% of salary |
| Spousal Plan Option | Yes |
| Portable | Yes |
| Flexible investment options | Yes- through RBC, RBC  DS, and RBC Direct Investing |
| Online resources, investing advice and support | Yes |