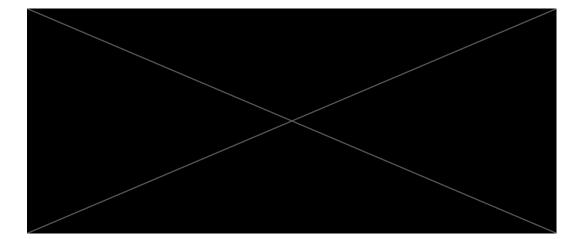
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Sample Compensation Plan





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A. Plan Overview

Plan Objectives & Guiding Principles

This sales compensation incentive plan has the following objectives and guiding principles to effectively motivate participants while aligning pay with rategies and goals:

- Ensure line of sight to ______oals and objectives
- Minimize exceptions
- Encourage collaboration/cross sell and referrals
- Ensure that it is competitive

B. Plan Policies and Practices

Effective Dates

This Plan goes into effect January 1, 2018 and will remain in effect until December 31, 2018.

Eligibility

The Chief Financial Officer (or his/her designate) of the Group determines eligible positions with approval by Human Resources.

Participants begin participation on the Plan at the beginning of their first full calendar month of eligibility.

Each participant will be notified in writing that he/she has been designated as a participant in the Incentive Plan. The notification will include the effective date of participation, a description of the Plan, and any applicable goal(s), including the annual Incentive Target and the monthly and quarterly revenue targets for that participant.

Participation in the Plan is conditioned on the participant's written acknowledgement of a completed version of the Plan Communication Confirmation attached at the end of this plan.

Eligibility, participation and incentive levels are reviewed each fiscal year and are not automatically carried over into the next fiscal year.

Change in Employment: In general, any participant transferred to another assignment within the sabled or dies (collectively a "Change of Employment"), will be eligible to receive all incentive payments earned if the Change in Employment coincides with the formal close of a quarter. If the Change of Employment occurs in the middle of a quarter, then any incentive payments that would have been paid through the last full month worked under this Plan may, within discretion, be deemed earned per a pro-rata

calculation, and paid, less any quarterly payments made prior to the Change of Employment.

<u>Leaves of Absence</u>: If you are unable to manage your customer accounts due to sickness or other permissible leave of absence, y reassign your accounts to another owner for the duration of the leave. Sales will be credited to the assigned owner during your leave.

Terminations: Shall pay you any unpaid but earned incentives following the termination of your employment at accordance with applicable law. If no such law controls, all pay you those incentives up to the date of termination which would have been earned upon the next Earned Date, except for the termination of your employment. No pro-rata calculation will be made to account for your period of employment. Further, such payment shall be deemed a courtesy of this Plan, and you agree that such incentives are not earned until such payments are actually paid to you. Notwithstanding anything to the contrary set forth herein, if you are terminated "for cause" prior to incentives being deemed earned hereunder, such incentives shall not be paid to you, unless otherwise required by applicable law.

Interpretation, Administration & Payments This Plan states the general policy of the Plan between you and your er. Interpretation of the policy will be solely within the discretion of management on behalf of the up. The Group means any entity that directly or indirectly controls, is controlled by, or is under common control with c., where control is defined as more than 50% of the outstanding shares or securities or an equivalent ownership

This Plan supersedes all previous incentive compensation plans, agreements regarding incentive compensation, and/or other documents relating to incentive compensation for loves.

Incentive awards will be computed using financial data determined in accordance with the Company's standard practices and generally accepted accounting principles.

Administration: This sales compensation program will be administered by the rector, Financial Operations and the Revenue Operations Manager with support from VP, Compensation, Benefits & HRIS.

<u>Earned Date:</u> Incentives are only earned upon the 45th day following the period (monthly or quarterly, as applicable) in which such Sales are recorded, and are based on pre-tax Sales totals. For example, an invoice delivered (and Sale recorded) on February 15th will not be deemed earned for the purposes of payment until the April 15 immediately following.

Management Discretion: Participation in this program does not in any way represent an explicit or implied right to receive an incentive payment pursuant to the terms of this Plan. Incentive payments are based on management's discretion with respect to performance and contributions.

Advances or Overpayments: Any advanced or overpaid incentives or any incentives derived from Sales subsequently subject to refund, credit memo, rebate, chargeback or write-off may be reconciled as part of the calculation of future incentives paid to you, or you may be required to make direct payments of such amounts to Shutterstock upon request, subject to applicable law. You expressly agree that Shutterstock may make deductions from any amounts owing to you.

<u>Sales</u>: Sales are recorded and credited to you upon valid invoice for such Sale, and further subject to the date such Sale becomes earned hereunder following such invoice.

System of Record: Each and every Sale hereunder is expressly contingent upon your name being assigned to the applicable account in les system of record (currently Salesforce). If you fail to assign your name to the applicable account prior to an invoice being generated from such account, than such invoice will not be deemed a Sale attributable to you hereunder. Failure to do so may mean forfeiture of your rights to any such Sale, in discretion. In addition to such forfeiture, be advised that your repeated failure to do so may subject you to disciplinary action up to and including termination.

Not Transferable or Assignable: Incentive compensation payments are not transferable or assignable. Any attempt by an employee to transfer or assign his or her incentive compensation payments will result in the forfeiture of such incentive compensation payments and may result in corrective action up to and including termination.

<u>Assignment and Goal Adjustment</u>: Management reserves the right to adjust account assignments and related targets, other objectives, and other Plan provisions during the year based on overall business or individual circumstances.

<u>Limited Involvement</u>: In the event that a plan participant has no, little or shared involvement or impact on obtaining an order of significant value, management reserves the right to allocate the incentives paid in connection with such Sale in a manner that management thinks fairly and accurately reflects employee's role in generating such Sale.

<u>Sales of Others' Products or Services</u>: Participants may not sell products or services for or on behalf of any other company in connection with any transaction in which any member of the Shutterstock Group may be involved.

<u>Plan Changes</u>: Management intends that the basic structure of this program remain in effect for the fiscal year. However, management reserves the right to modify, revise, or terminate the program at any time, including but not limited to the current Plan Year. Any such amendment, suspension or termination may be retroactive to the beginning of any Plan Year. However, no such amendment, suspension or termination shall adversely affect any employee's rights under the Plan in any amounts previously earned by him/her.

<u>Claims of Eligibility</u>: No individual employee or other person has any claim or right to be included in the Plan or to be granted an Incentive Award Payment under the Plan until he or she has been declared an eligible participant and has been properly notified. In addition, all of the requirements and applicable rules and regulations of the Plan must have been met, including but not limited to, the availability of funds for Incentive Award Payments, the determination of the extent to which goals have been met, the determination of the amount and receipt of each Incentive Award Payment, and approval of the incentive payments.

Company Policies: Payment of incentives under this plan is contingent upon participants adhering to holicy, Clawback Policy, Code of Conduct, Non-Disclosure Agreements and Confidentiality Policy. If it is determined that Company policies have not been adhered to, the participant's payment (s) under this plan may be withheld pending an investigation into the underlying matter, and employee agrees that any "earned date" will be delayed until the investigation is complete. For clarity, you may be subject to further disciplinary action as a result of such investigations, up to and including termination.

Effect on Benefits: Unless otherwise required by law, any Incentive Award Payment shall not be pensionable and Incentive Award Payments will not be taken into account in determining any

ternity pay, adoption pay, or shared parental leave to which you may be entitled.

Errors: Employees should check their pay stubs each pay day. If an employee believes he or she has been underpaid an advance, or an earned incentive, due to an error, the employee must promptly notify or her belief that there has been an error. we the issue and, in the event of an error, correct the error at an appropriate time pursuant to the discretion it has retained under this Plan document. In case of overpayment, employees must report the error to their manager and Human Resources. Employees with an overpayment will be required to make arrangements with metal to repay those amounts. You expressly agree that the eductions from any amounts owing to you.

Confidentiality

Plan Confidentiality: This Plan is confidential and proprietary information of ees are bound to refrain from discussing the contents of the Plan with persons outside the es or management, and to refrain from sharing copies of the Plan.

Reports and Records: Sales reports and records are the confidential and proprietary information of the records, as well as the information contained in them, shall be kept confidential and shall be disclosed only to employees of who need this information.

Miscellaneous

This Plan will be construed and enforced in accordance with the laws of the of the local jurisdiction of your place of employment (without reference to choice of law doctrine). Any legal action or proceeding concerning the validity, interpretation and enforcement of this Plan, matters arising out of or related to this Plan or its making, performance or breach, or related matters shall be brought exclusively in the courts of the local jurisdiction of your place of employment, and all parties consent to the exclusive jurisdiction of those courts, waiving any objection to the propriety or convenience of such yenues.

Failure to enforce any provision of this Plan shall not constitute a waiver of any term hereof. In the event that any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Plan. Rather, this Plan shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein, unless the deletion of such provision or provisions would result in such a material change so as to cause the completion of the transactions contemplated herein to be unreasonable, in which event the

parties agree that such unenforceable provisions shall be amended to the extent necessary to render them enforceable.

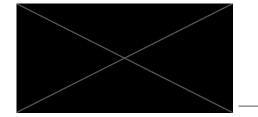
EMPLOYEE'S Plan Communication Confirmation:

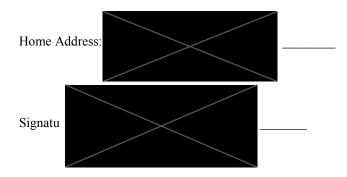
I understand this Plan supersedes all prior incentive compensation plans except as specifically referenced in this Plan.

I understand that no employee can be deemed to have earned or acquired any right to any incentives, except as set forth in the Plan. I further acknowledge that series is cretion to interpret, modify, vary or terminate the terms and conditions of this plan, in whole or in part, including but not limited to the manner in which earned monies are defined and calculated, provided notice of same will be provided to you.

Nothing contained in this Plan constitutes a contract of employment for a specific duration I understand I must sign below to be eligible to receive any monies under this Plan.

Please print name and address below





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Sample Confidentiality Review



EMPLOYEE CONFIDENTIALITY, NON-SOLICITATION AND ASSIGNMENT AGREEMENT

This Emplo	yee Confidentiality, Non-solicitation and Assignment Agreement (the "Agreement") is entered into
on	, by and between Equifax Canada Inc. on behalf of itself, its subsidiary and/or affiliate companies
(collectively	"Equifax") and the undersigned Equifax employee ("Employee").

Statement of Facts

The purpose of this Agreement is to obtain Employee's commitment to protect and preserve Equifax's business relationships, Trade Secrets and Confidential Information as defined below.

Statement of Terms

- 1. **Employment Relationship** Employee acknowledges that (A) this Agreement is not an employment agreement, and (B) his or her employment with Equifax is not specified for any particular term. Employee will abide by Equifax's rules, regulations, policies and practices as revised from time to time by Equifax at its sole discretion.
- 2. <u>Agreement Not to Solicit Employees</u> During the term of Employee's employment by Equifax and for a period of six (6) months following the termination of Employee's employment for any reason, Employee will not, either directly or indirectly, on his or her behalf or on behalf of others, solicit for employment or hire, any Equifax employee.

3. Trade Secrets and Confidential Information

- (a) All Trade Secrets (defined below) and Confidential Information (defined below), and all materials containing them, received or developed by Employee during the term of his or her employment are confidential to Equifax, and will remain Equifax's property exclusively. Except as necessary to perform Employee's duties for Equifax, Employee will hold all Trade Secrets and Confidential Information in strict confidence, and will not use, reproduce, disclose or otherwise distribute the Trade Secrets or Confidential Information, or any materials containing them, and will take those actions reasonably necessary to protect any Trade Secret or Confidential Information. Employee's obligation regarding Trade Secrets will continue indefinitely, while Employee's obligations regarding Confidential Information will cease two (2) years from the date of termination of Employee's employment with Equifax.
- (b) "Trade Secret" means information, including, but not limited to, technical or non-technical data, a formula, a pattern, a compilation, a program, a device, a method, a technique, a drawing, a process, financial data, financial plans, product plans, or a list of actual or potential Equifax customers or suppliers which (A) derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use, and (B) is the subject of Equifax's efforts that are reasonable under the circumstances to maintain secrecy; or as otherwise defined by applicable Federal or Provincial law.
 - "Confidential Information" means any and all knowledge, information, data, methods or plans (other than Trade Secrets) which are now or at any time in the future developed, used or employed by Equifax which are treated as confidential by Equifax and not generally disclosed by Equifax to the public, and which relate to the business or financial affairs of Equifax, including, but not limited to, financial statements and information, marketing strategies, business development plans and product or process enhancement plans.
- (c) Employee acknowledges that Equifax is obligated under Federal and Provincial credit reporting and privacy laws and regulations to hold in confidence and not disclose certain information regarding individuals, firms or corporations which is obtained or held by Equifax, and that Equifax is required to adopt reasonable procedures for protecting the confidentiality, accuracy, relevancy and proper utilization of consumer credit information. In that regard, except as necessary to perform Employee's duties for Equifax, Employee will hold in strict confidence, and will not use, reproduce, disclose or otherwise distribute any information which is held by Equifax.

- (d) Employee agrees that any unauthorized disclosure of confidential codes or system access instructions or file data, intentional alteration or destruction of data, or unauthorized access or updating of Employees own or any other file can lead to immediate dismissal and prosecution under applicable law. Should Employee ever be approached by anyone to commit unauthorized or illegal acts or to disclose confidential materials or data, Employee will immediately report this directly to Equifax management.
- (e) Except as set forth in a separate written agreement executed by an officer of Equifax, ownership of all programs, systems, inventions, discoveries, developments, modifications, procedures, ideas, innovations, know-how or designs developed by Employee relating to his or her employment with Equifax will be Equifax's property. Employee will cooperate in applying for patents or copyrights on those developments as Equifax requests, and assign those patents or copyrights to Equifax. The confidentiality requirements of the preceding paragraphs will apply to all of the above.
- (f) At Equifax's request or on termination of Employee's employment with Equifax, Employee will deliver promptly to Equifax all Equifax property in his or her possession or control, including all Trade Secrets and Confidential Information and all materials containing them.
- 4. <u>Remedies</u> Employee agrees that his or her promises in this Agreement are reasonable and necessary to protect and preserve the interests and assets of Equifax, and that Equifax will suffer irreparable harm if Employee breaches any of his or her promises. Therefore, in addition to all the remedies provided at law or in equity, Equifax will be entitled to a temporary restraining order and permanent injunctions to prevent a breach or contemplated breach of any of Employee's promises. While Employee will retain the absolute right to pursue any claim, demand, action or cause of action that he or she may have against Equifax, if not otherwise compromised or released, the existence of any claim, demand, action or cause of action by Employee against Equifax, if any, will not constitute a defense to the enforcement by Equifax of any of Employee's promises in this Agreement.
- 5. Severability Each provision of this Agreement is separate and severable from the remaining provisions, and the invalidity or unenforceability of any provision will not affect the validity or enforceability of any other provisions. Further, if any provision is ruled invalid or unenforceable by a court of competent jurisdiction because of a conflict between that provision and any applicable law or regulation, that provision will be curtailed only to the extent necessary to make it consistent with that law or regulation.
- 6. <u>Assignment</u> Equifax may assign its rights and obligations under this Agreement. Employee may not assign his or her rights and obligations under this Agreement.
- 7. <u>Waiver</u> Equifax's waiver of any breach of this Agreement will not be effective unless in writing, and will not be a waiver of the same or another breach on a subsequent occasion.
- 8. <u>Entire Agreement</u> This Agreement contains Employee's entire agreement with Equifax regarding the subject matter covered by this Agreement. No amendment or modification of this Agreement will be valid or binding on Equifax or Employee unless in writing signed by both parties. All prior understandings and agreements regarding the subject matter of this Agreement are terminated.

THIS AGREEMENT, AS A CONDITION OF EMPLOYEE'S EMPLOYMENT OR CONTINUED EMPLOYMENT WITH EQUIFAX, IMPOSES UPON EMPLOYEE CERTAIN CONFIDENTIALITY RESTRICTIONS WITH RESPECT TO TRADE SECRETS AND CONFIDENTIAL INFORMATION BELONGING TO EQUIFAX. BY SIGNING BELOW, EMPLOYEE ACKNOWLEDGES THAT HE OR SHE HAS READ AND UNDERSTANDS THIS AGREEMENT.

EMPLOYEE:	EQUIFAX REPRESENTATIVE:
Signature:	Name:
Print Name:	Title:
Date:	Department:

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Sample Offer Letter



Date: August 23, 2019

Private & Confidential

Dear Jordana:

Re: Employment Agreement

We are incredibly excited for you to join the Foodee team and feel that your skills and professionalism are an excellent fit with our organization and its future vision. We would like to offer you the role of Vice President of Sales where you will oversee all client and restaurant acquisition and retention, and report to the Chief Operating Officer, Barbara Anderson.

You will not be entitled to enter into any commitment, contractual or other agreement binding upon Foodee Media.

In this agreement "we" or "us" means **Foodee Media** and its Officers, Directors and subsidiaries. We are making this offer on the following terms and conditions:

1. Replaces previous agreements

This agreement replaces all previous oral and written offers and agreements between you and Foodee Media.

2. Position

Your employment will commence on September 16, 2019. Your title will be **Vice President of Sales** for **Foodee Media**, and you will report to Barbara Anderson your designated manager from Foodee Media. We have attached a longer form job description.

Foodee Media and its subsidiaries operate in a dynamic and growing environment. Accordingly, we reserve the right to change your duties and responsibilities as business needs may require. We also reserve the right to alter your reporting structure. Should this need arise, we will discuss with you any change to your duties, responsibilities or reporting structure in advance of implementing the proposed change.

It is an expectation that your principal location of employment will be based out of our WeWork office in Toronto. Any alternative work arrangements, including working from home, will require advanced approval by your Manager. However, typically, we allow employees to work from home Tuesdays and Thursdays each week.

3. Probationary Period

In accordance with our standard policy for all employees, your employment is probationary for the first three months (90 days). During this period, we will assist you in developing your position and the skills required to be proficient in your role.

4. Hours of Work

Normal working hours are 8 hours per day or 40 hours per week, not including lunch break. As a key professional, you will be expected to work the number of hours required to get the job done. Standard hours for the organization during the day are 9:00 to 5:00 but we expect that professionals will require certain flexibility in order to achieve goals. Certain roles may also include working a schedule that is outside of these standard hours. Any such schedule will be a discussion with your manager.

As our business needs evolve, we may require you to alter your work hours. Should this need arise, we will discuss with you any change to your work hours in advance of implementing the change.

5. Salary/PAY

Your salary at Foodee Media will be **\$170,000** per year. All wages shall be paid to you in accordance with the Company's payroll policy and/or procedures, as amended from time to time.

Your salary is subject to deductions for income tax and other employee payroll deductions.

6. Bonus

In addition to your base salary, you will be eligible to receive a discretionary bonus of **\$100,000 per year**, subject to the achievement of objectives established by the Company for you at the beginning of each quarter. You understand and agree that the payment and amount of the bonus are discretionary and - for senior staff - may require formal approval by the board of directors of the Company.

7. Option to Purchase Common Shares

Subject to approval by the board of directors, Foodee Media will grant you, pursuant to Foodee's Employee Stock Option Plan (the "Plan"), an Option to purchase **300,000** common shares of the company (the "Option"), with a price per share equal to the exercise price outlined in your offer letter. Please ask your manager for a copy of the Plan to review terms and conditions.

8. Expenses

You will be reimbursed for eligible expenses approved in accordance with the Company's expense policy and/or procedures.

9. Code of Conduct and Ethics

You agree that you will adhere to our Code of Conduct and Ethics - which sets out policies relating to computer use, disclosure, privacy, and respectful workplace - and to all of our other policies, rules, systems and procedures.

10. Vacation

You will be entitled to 20 days of vacation per full calendar year, accrued on a monthly basis. Unused vacation days cannot carry forward from one year to the following year. If you require additional time off, unpaid time off can be negotiated with your manager (subject to approval and our employment policies). In addition, you will be entitled to be paid for all statutory holidays in accordance with the provisions of your provincial or state laws.

11. Benefits

Subject to the terms and conditions of the applicable benefit plan policies, you will be eligible to participate in such group benefit plans as the Company may make available in its sole discretion. The Company may cancel or modify the terms of such benefit plan policies from time to time or change benefit carriers without further notice. All employees are subject to three month waiting period for enrollment.

12. Termination of Employment

During the first three months of your employment, Foodee Media may terminate your employment for any reason, without notice or pay in place of notice.

If we terminate your employment after three months of employment, unless you are terminated for cause, we will provide you with notice, or pay in place of notice, in accordance with the provisions as set out in the Employment Standards Act of your specific state or province.

If we terminate your employment after 12 months of employment, a minimum of 3 months notice plus 1 month for each year worked (or severance pay and continuation of benefits in lieu of notice) in case of termination.

13. Non-disclosure

We attach below our standard mutual non-disclosure agreement.

You agree not to disseminate or spread false or misleading information related to Foodee Media to any person. No act or omission by Foodee Media will act to waive the requirements of this Section.

This letter constitutes a binding agreement between you and Foodee Media with respect to your employment.

14. Photographic and Image Release

The employee hereby gives Foodee Media Inc. and each of its subsidiaries, divisions, related entities or assigns (collectively "Foodee"), the right and permission to use contractors name, voice, comments, image, likeness and/or physical dimensions (collectively "Materials") in any manner or media, anywhere in the world, any number of times for any period of time for whatever purpose Foodee Media may choose. The employee further gives Foodee Media the right and permission to use, publish, republish and/or copyright the Materials in and through any media or medium (whether known or unknown), including without limitation on the internet and any other digital, multi-media or electronic mediums. The employee waives any right to approve any use of the Materials. The employee hereby agree that the results and proceeds of any of my services, including any material contributed or furnished by me, are "works-made-for-hire" and Foodee Media shall be the sole author and owner thereof. If any such results and proceeds are deemed not to be a "work-made-for-hire" then the employee irrevocably grants, vests and assigns Foodee Media with all rights of any kind in and of the results and proceeds forever and throughout the world.

Employee hereby releases, discharges and agrees to hold Foodee Media and any person acting on Foodee's behalf or with Foodee Media's permission harmless from any liability whatsoever related in any way to use of the Materials. I hereby expressly release Foodee Media from any and all liability for any accident, injury or other loss that may result from my participation.

15. Representations and Conditions

You represent and agree that it is a condition of this offer of employment, that:

The offer of employment set forth in this agreement is conditional on you being legally eligible to work in Canada. By signing below, you represent and warrant that you are or will be legally eligible to work in Canada for the duration of your employment. In the event that the Company determines at any time that you are or were not eligible, you shall be disqualified from employment, or if your employment has commenced, you may be subject to immediate termination from employment for cause in accordance with the terms of the agreement.

Foodee may request a criminal background check before you commence your employment or at any time during the course of employment with us. This is a mandatory requirement for all Executive level hires.

16. Acceptance

If you agree to the terms and conditions outlined above, please return one fully signed copy of this employment agreement and the attached non-disclosure agreement.

17. Counterparts

This agreement may be signed in several counterparts each of which when signed shall be considered to be an original and the counterparts together will form one agreement.

18. Severability

If, in any jurisdiction, any of these terms and conditions or 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.

19. Survival of Obligations

Upon cessation of your employment under any circumstances whatever, and however and whenever occurring or affected, the terms and conditions that impose obligations upon you that extend beyond the termination of your employment, shall survive and can be enforced by Foodee Media in a court of competent jurisdiction.

We are delighted to offer you this position and look forward to your acceptance of this offer.

Yours truly,

Barbara Anderson COO - Foodee Media Foodee Media

Employee's Agreement

I have read, understood and agree with the foregoing. I have had a reasonable opportunity to consider this letter and the matters set out therein. I accept employment with Foodee Media or its subsidiaries on the terms and conditions set out in this letter.

		[Signature]
 Date	 	

MUTUAL NON-DISCLOSURE AGREEMENT

This Agreement is entered into as of August 23, 2019 (the "*Effective Date*") by and between, *FOODEE MEDIA INC*, a partnership duly organized and existing under the laws of British Columbia, and its parents, divisions, subsidiaries and affiliated companies (collectively, "*FM*"), with head office at 333 Seymour Street,, Vancouver, British Columbia V6B 5A7 and Jordana Matsos currently living at 512 Tipperary Ave, Burlington Ontario, L7L 2L5

(hereafter called, "Employee").

RECITAL

FM is an interactive media design company. The parties desire to discuss and evaluate the potential for FM to use the services of the Employee in connection with FM's ongoing design offering (the "Discussions") and to provide for the confidentiality of the Discussions and the information relayed during such Discussions.

THEREFORE, FM and the Employee hereby agree as follows:

- 1. <u>Confidential Information</u>. This Agreement shall apply to all information disclosed by one party (the "*Receiving Party*"), in the course of the Discussions that (a) relates to either party's creative properties, technology, intellectual property assets, financial or business plans and affairs, financial statements, internal management tools and systems, products and product development plans, marketing plans, customers, clients and contracts, and (b) is designated by the Disclosing Party as confidential in the manner set forth below ("*Confidential Information*"). If Confidential Information is in written form, it will be marked as confidential on its face and if the Confidential Information consists of oral statements, product demonstrations or know-how or technology that is not documented in hard-copy form, the Disclosing Party will clearly state to the Receiving Party that such information is confidential at the time of disclosure. However, Confidential Information will not include any information or data that (i) is already known to the Receiving Party at the time that it is disclosed to the Receiving Party, (ii) has become publicly known through no wrongful act of the Receiving Party; (iii) has been rightfully received by the Receiving Party from a third party without restriction on disclosure and without breach of this Agreement; (iv) has been independently developed by the Receiving Party; (v) has been approved for release by written authorization of the Disclosing Party; or (vi) has been furnished by the Disclosing Party to a third party without a similar restriction on disclosure.
- **2.** Restrictions on Use and Disclosure. Each party, as a Receiving Party, represents, warrants and agrees with the other that:
- (a) it will not copy or reproduce any of the Disclosing Party's Confidential Information without the consent of the Disclosing Party for a period of two (2) years following receipt of such Confidential Information;
- (b) it will not disclose any of the Disclosing Party's Confidential Information to any third party, other than to those employees, attorneys, accountants and other advisors of the Receiving Party and its subsidiaries ("**Agents**") who have a need to know such Confidential Information for purposes of this Agreement, without the consent of the Disclosing Party for a period of two (2) years following receipt of such Confidential Information;
- (c) in fulfilling its obligations under clauses (a) and (b) above, it will use the same care and discretion to avoid disclosure, publication, or dissemination of Confidential Information of the Disclosing Party as the Receiving Party employs with respect to similar information of its own that it does not desire to publish, disclose or disseminate, but in no case less than reasonable care:
- (d) it will inform any Agents to whom it discloses Confidential Information of the confidentiality provisions of this Agreement and obtain a written agreement from such Agents to abide by such provisions, except where such obligation already exists by reason of a prior agreement or relationship;

- (e) it will not make any public statement or comment on the existence or provisions of this Agreement, or the existence or content of the Discussions, without the prior written consent of the other party, except as may be required in the reasonable opinion of its legal counsel;
- (f) it will not use any Confidential Information of the other party except for the sole purpose of participating in the Discussions; and
- (g) it will immediately return or destroy all or any part of the Disclosing Party's Confidential Information as requested by the Disclosing Party at any time during the term of this Agreement and at the termination or expiration of this Agreement.
- 3. <u>Disclosure Pursuant to Court or Governmental Order.</u> Notwithstanding the provisions of Section 2 above, a Receiving Party may disclose Confidential Information of the Disclosing Party pursuant to a request or order made pursuant to applicable law, regulation or legal process, provided that (i) the Receiving Party gives the Disclosing Party prompt notice of such request or order so that the Disclosing Party has ample opportunity to seek a protective order, confidential treatment, or other appropriate remedy to such request or order, (ii) the Receiving Party provides the Disclosing Party with all reasonable assistance (at the Disclosing Party's expense) in opposing such required disclosure or seeking a protective order or confidential treatment for all or part of such Confidential Information, and (iii) the Receiving Party discloses only such portion of the Confidential Information as is either permitted by the Disclosing Party or required by the court, tribunal, governmental agency or other authority, subject to any protective order or confidential treatment obtained by the Disclosing Party.
- **4. Equitable Relief.** Each party acknowledges and agrees that the Confidential Information of the other is deemed by the Disclosing Party to constitute valuable trade secrets of the Disclosing Party, and that any unauthorized reproduction and/or disclosure of such information by the Receiving Party may cause the Disclosing Party irreparable harm for which its remedies at law may be inadequate. Each party hereby agrees that the Disclosing Party will be entitled, in addition to any other remedies available to it at law or in equity, to seek injunctive relief to prevent the breach or threatened breach of the Receiving Party's obligations hereunder.
- **5. No Impairment.** Each party will be free to use, develop or market technologies, ideas or products similar to those of the other so long as such use, development or marketing does not infringe on the trade secret, copyright, trademark, patent rights or other intellectual property rights of the other and abides by the other restrictions of this Agreement, including Section 2(f) above.
- **6. No Representations.** Although each party will use reasonable efforts to ensure the accuracy of Confidential Information disclosed to the other, neither party makes any representation or warranty as to the accuracy or completeness of such Confidential Information. Neither party will have any liability to the other under this Agreement for the accuracy or completeness of Confidential Information.
- **No Obligation to Complete Transactions.** Neither party is bound to proceed with any transaction between the parties unless and until both parties sign a formal, written agreement setting forth the terms of such transaction. At any time prior to the completion of such a formal, written agreement, either party may terminate the Discussions and refuse to enter into any subsequent transaction, for any reason or for no reason, without liability for such termination, even if the other party performed work or incurred expenses related to a potential transaction in anticipation that the parties would enter into a formal, written agreement regarding such a transaction.
- **8.** Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the Province of British Columbia and the Federal copyright laws of the United States of America. Any action, suit or proceeding arising out of or relating to this Agreement shall be brought in the appropriate courts of the Province of British Columbia and each of the parties hereby irrevocably submits to the jurisdiction of such courts for the purpose of any such action, suit or proceeding.

- **9. No Assignment.** Neither party may assign this Agreement, nor may any of the rights hereunder be assigned or otherwise transferred to any third party, without the prior written consent of the other party. Any attempted or purported assignment or other such transfer by either party to any third party without such consent having first been obtained shall be void.
- **10.** Ownership of Deliverable. Foodee Media shall be the exclusive owner of the Deliverables and of all other results of the Services, and of all intellectual property rights in and to such Deliverables and all other results of Services, including without limitation, copyright. Employee hereby irrevocably assigns to Foodee Media all right, title and interest, including without limitation copyright and all other intellectual property rights, in and to each Deliverable and each other result of the Services, effective at the time each is created. Employee hereby agrees to waive all moral rights in respect of the Deliverables to the fullest extent permissible by law. Employee covenants that it shall not, either during the term of this agreement or thereafter, directly or indirectly, contest, or assist any third party to contest, Foodee Media's ownership of the Deliverables and other results of the Services, and all intellectual property rights related thereto.

Notwithstanding the above, the copyright in all material produced by Employee independently of Foodee Media prior to the commencement of or at the same time as but independently of this Agreement (the "Pre-Existing Works") shall remain vested in Employee. Employee shall however not include in or incorporate into the Deliverables or Services any Pre-Existing Works unless the parties have expressly agreed on this in advance in writing and detailed and listed such Pre-Existing Materials as such in the applicable Work Order.

With respect to any Pre-Existing Works included in or incorporated into the Deliverables in accordance with the terms of this Agreement, Employee hereby grants to Foodee Media a world-wide, perpetual, irrevocable, non-exclusive license to use and exploit such Pre-Existing Works as needed in order for Foodee Media to exercise its rights under this Agreement (including but not limited to the right to copy, distribute, translate, format, adapt, amend, modify and develop such Pre-Existing Works).

- 11. Non-Solicitation. During the Employment Period and for a period of one (1) year after any termination of employment hereunder for any reason, Employee will not, directly or indirectly, (i) induce or attempt to induce any employee of the Company to leave the employ of the Company; (ii) in any way interfere with the relationships between the Company and any such employee of the Company; (iii) employ or otherwise engage as an employee, independent contractor or otherwise any such employee of the Company; or (iv) induce or attempt to induce any customer, supplier, licensee or other person or entity that has done business with the Company within twenty-four (24) months of Employee's last day of employment to cease doing business with the Company or in any way interfere with the relationship between any such customer, supplier, licensee or other business entity and the Company.
- **Non-Competition.** For the entire duration of this agreement, and for one (1) year following termination or expiration of this Agreement, the Employee will not work as an employee, officer, director, partner, consultant, agent, owner or engage in any other capacity with a competing company. This means that Employee must not perform any work for meal delivery companies in North America.
- **13. Term.** This Agreement shall have a term commencing on the Effective Date and ending on the second anniversary of the Effective Date unless mutually extended by the parties in writing. With respect to any Confidential Information received by either party during the term of this Agreement, the terms of Sections 2 and 3 will survive the expiration or earlier termination of this Agreement.
- **14. Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous negotiations, discussions and understandings of the parties, whether written or oral. Should any provision of this Agreement be determined to be void, invalid or otherwise unenforceable by any court or tribunal of competent jurisdiction, such determination shall not affect the remaining provisions hereof which will remain in full force and effect. No waiver or modification of any of the provisions of this Agreement shall be valid unless in writing and signed by both of the parties.

15.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.			
FOODE	EE MEDIA	Employee	
Signatu	ıre:	Signature:	
Name:	Barbara Anderson	Name:	
Date:	August 22, 2019	Date:	

Publication. Neither of us will issue news releases, public announcements, advertisements or

publicity whatsoever pertaining to this Confidentiality Agreement and any terms and conditions of the

Engagement without prior written approval of the other party.

h

Sample Stock Option Form

. - STOCK OPTION PLAN - STOCK OPTION CERTIFICATE

This Certificate is issued pursuant to the provisions of the stock option plan dated September 14, 2017 (the "Plan") and evidences that **Jordana Matsos** is the holder (the "**Option Holder**") of an option (the "**Option**") to purchase up to **300,000** Shares in the capital stock of the Corporation at a purchase price of **CDN \$0.24** per Share which fully vest as of the Award Date.

Subject to the provisions of the Plan:

- (a) the Award Date of the Option is **October 24, 2019**, and
- (b) the Fixed Expiry Date of the Option is the tenth anniversary of the Award Date.

The vested portion or portions of the Option may be exercised at any time and from time to time from and including the Award Date through to 5:00 p.m. local time in Vancouver, British Columbia on the Expiry Date by delivering to the Corporation an Exercise Notice, in the form provided in the Plan or attached hereto as Schedule "A", together with this Certificate and a certified cheque or bank draft payable to the Corporation in an amount equal to the aggregate of the Exercise Price of the Shares in respect of which the Option is being exercised. Upon receiving the Exercise Notice, the Corporation may deliver a shareholders' agreement to the Option Holder. The Option and the issue of Shares by the Corporation pursuant to the exercise of the Option are subject to the Option Holder signing and returning to the Corporation a copy of the shareholders' agreement, if so required by the Corporation. This Certificate and the Option evidenced hereby is not assignable, transferable or negotiable and is subject to the detailed terms and conditions contained in the Plan, the terms and conditions of which the Option Holder hereby expressly agrees with the Corporation to be bound by. This Certificate is issued for convenience only and in the case of any dispute with regard to any matter in respect hereof, the provisions of the Plan and the records of the Corporation shall prevail. The Option is also subject to the terms and conditions contained in the schedules, if any, attached hereto. All terms not otherwise defined in this Certificate shall have the meanings given to them under the Plan.

THE OPTION HOLDER ACKNOWLEDGES AND AGREES THAT NOTHING IN THIS CERTIFICATE OR THE PLAN SHALL CONFER UPON THE OPTION HOLDER ANY RIGHT WITH RESPECT TO CONTINUED EMPLOYMENT OR DIRECTORSHIP OR A CONTINUING CONSULTANT OR SERVICE PROVIDER CONTRACT, NOR SHALL IT INTERFERE WITH THE OPTION HOLDER'S RIGHT OR THE CORPORATION'S RIGHT TO TERMINATE SUCH EMPLOYMENT, DIRECTORSHIP OR CONTRACT FOR ANY REASON OR NO REASON.

Dated as of the Award Date.

(Authorized Signatory)

(Signature of Option Holder)

SCHEDULE "A"

. - STOCK OPTION PLAN - NOTICE OF EXERCISE

ГО:
The undersigned hereby irrevocably gives notice, pursuant to the. (the " Corporation ") stock option plandated as of September 14, 2017 (the " Plan "), of the exercise of the Option to acquire and hereby subscribes for (cross out inapplicable item):
(a) all of the Shares; or
(b) of the Shares;
which are the subject of the Option Certificate attached hereto.
The undersigned tenders herewith a certified cheque or bank draft (circle one) payable to." in an amount equal to the aggregate Exercise Price of the aforesaid Shares exercised and directs the Corporation to issue the certificate evidencing said Shares in the name of the undersigned to be mailed to the undersigned at the following address:
The undersigned acknowledges that upon receiving the Exercise Notice, the Corporation may deliver a shareholder's agreement or share ownership agreement to the undersigned. The Option and the issue of Shares by the Corporation pursuant to the exercise of the Option are subject to the undersigned signing and returning to the Corporation a copy of the shareholders' agreement or share ownership agreement in the form required by the Corporation.
By executing this Notice of Exercise of Option the undersigned hereby confirms that the undersigned has read the Plan and agrees to be bound by the provisions of the Plan, including without limitation paragraph 4.2. All terms not otherwise defined in this Notice of Exercise of Option shall have the meanings given to them under the Plan.
DATED the, 20
(Signature of Option Holder)
(Print Name of Option Holder)

'

SDR Offer Letter #1



August 1, 2022 Personal & Confidential





Re: Employment Agreement with

Following our recent conversations, we are excited to extend this offer of employment to you. This letter, including any attached schedules and appendices, collectively the "Agreement", will outline the terms and conditions of your employment with the mutual covenants and agreement contained herein, the receipt and adequacy of which are hereby acknowledged. Your signature in the space provided at the end of this letter indicates your acceptance of this offer of employment under the terms set out herein.

This Agreement remains subject to the employment standards legislation applicable in the Province of your work, as amended or replaced from time to time ("**ESA**") 1 .

1. Term

Your employment with ill commence on August 15, 2022 (the "**Start Date**") and will continue indefinitely until terminated in accordance with the terms of this Agreement.

2. Pre-Employment Conditions

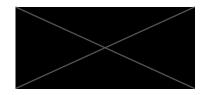
- (a) You must sign and return this Agreement prior to the Start Date, failing which you will not be permitted to commence work. In the event okes this offer prior your return of the signed Agreement, including after you have accepted this offer, the terms contained herein with respect to termination of employment, will apply and you will not be entitled to any damages, unless required by the ESA, and only to those minimum entitlements, if any.
- (b) You must be lawfully eligible to work for employment. In the event that you are no longer lawfully eligible to work for Canada, you must notify your leader and ineligibility. Your inability to work for may result in termination of your employment, subject only to the minimum requirements pursuant to the ESA.

3. Position & Duties

You will hold the position of Business Development Representative and you will report to Director, Growth or their designate. Your reporting may change from time to time at discretion. You understand and agree that a change in your reporting structure or a modification of the duties performed by you in this position does not constitute a fundamental alteration to your terms of employment, breach of this Agreement or constructive dismissal.

¹ Currently: in Ontario: Employment Standards Act, 2000; in Alberta: Employment Standards Code; in Prince Edward Island: Employment Standards Act; in Manitoba: Employment Standards Code; in New Brunswick: Employment Standards Act.





Subject to the above, you are required to perform the following duties, and any other duties as directed by in a professional and satisfactory manner:

- Develop an in-depth understanding of the insurance landscape including key players, challenges incumbents are facing, and potential competitors
- Develop well-researched leads and insights to initiate meaningful and effective sales conversations
- In collaboration with other Sales & Marketing team members, drive outreach to potential leads including developing impactful messaging and novel strategies to cut through the noise and capture the attention of prospects, both in written messaging and in meetings
- Manage comprehensive status tracking of leads and deals within our HubSpot CRM platform

4. Full & Faithful Service

It is a term and condition of your employment that you shall fully and faithfully serve all of your attention, skill and effort to the business on a full-time basis and in compliance with the policies, practices, directions and instructions set out at from time to time.

During the term of your employment, you agree to obtain the written approval of the person to whom you report prior to accepting work of any nature outside of prior to accepting any appointments of any kind (including but not limited to appointments to boards of directors) with any third parties. It is understood that if approved, any such appointment, and activities, may not in any other manner violate any provision of this Agreement.

5. Policies & Standards

has established a variety of policies and standards that ensure a safe and enjoyable working environment. During the period of your employment with us, you agree to be bound by these policies and standards, and any future policies and standards as reasonably introduces. It is agreed that the introduction and administration of these policies is within sole discretion and that these policies do not form a part of this Agreement. It is agreed that if introduces, amends or deletes employment-related policies as conditions warrant, that such introduction, deletion or amendment does not constitute a breach of this Agreement.

6. Compensation & Benefits

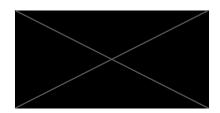
(a) Salary

You will receive an annual base salary of \$71,000 CAD (the "**Annual Salary**") less all required deductions. The Annual Salary compensates you for all hours worked, save and except to the extent you are entitled to overtime in accordance with the ESA.

(b) Discretionary Incentive Bonus

You are eligible to receive a Discretionary Incentive Bonus of \$17,750 CAD, less applicable deductions, in accordance with the terms as outlined in Appendix A. esserves the right to change, amend, revise or cancel in their entirety any discretionary incentive bonus without prior notice to you. Such change, amendment, revision or cancellation shall not constitute a constructive dismissal nor a breach of this Agreement.





(c) Stock Options

Subject to the terms and conditions of the "Stock Option Plan") and contingent upon the approval of the Board of Directors of (to be granted in its sole and unfettered discretion), you will be eligible to participate in the Stock Option Plan. It is mmendation to the Board that you receive a grant of 2,000 stock options however the details of your participation in the Stock Option Plan, including the number of stock options, if any, that will be awarded to you, are subject to approval by the Board. Upon Board approval, the terms and conditions of your participation in the Stock Option Plan, including confirmation of any approved stock option grant, will be shared with you in a Stock Option Agreement which you will be required to execute to confirm participation in the Stock Option Plan. Your participation in the Stock Option Plan will be strictly governed by its terms as they may be amended from time to time and the Stock Option Agreement.

(d) Vacation

You will be entitled to 20 days of vacation per calendar year, prorated for partial years of employment. If you wish to take vacation prior to accruing it, you may do so only with permission from your leader/manager. Not less than the minimum vacation time as stipulated by the ESA must be taken within the year to which it relates. You may not take vacation time during periods of notice of resignation or notice of termination of employment.

(e) Benefits

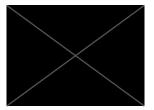
You shall be entitled to participate in such benefit plans as provides for its employees, which benefit plans may change from time to time at sole discretion. Entitlement to and eligibility for benefits will be determined in accordance with the plan documents as they may be adopted or amended from time to time. reserves the right to change, amend, revise or cancel in their entirety any benefits plans without prior notice to you. Such change, amendment, revision or cancellation shall not constitute a constructive dismissal nor a breach of this Agreement. You agree that esponsibility and liability in respect of any and all insurance benefits is limited to payment of premiums only.

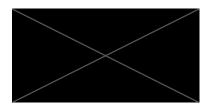
7. Representation

You hereby represent and warrant that you are not party to any written or oral agreement with any third party that would restrict your ability to enter into this Agreement or to perform your obligations hereunder and that you will not, by joining preach any non-disclosure, proprietary rights, non-competition, non-solicitation or other covenant in favour of any third party. In the event that any of the above referenced representations and warranties are found to be untrue, your employment may be terminated without notice or pay in lieu of notice, unless required by the ESA.

8. Non-Solicitation

You hereby agree that, while you are employed by and for a period of one (1) year following the termination of your employment with ardless of who initiated the end of the employment relationship, you will not (i) recruit, attempt to recruit or directly or indirectly participate in the recruitment of any individual known to you to be employed or engaged by ProNavigator (ii) directly or indirectly solicit, attempt to solicit, canvass or interfere with any customer or supplier of ProNavigator with whom you had direct dealings as a representative of ProNavigator during the twelve





(12) month period immediately preceding the date upon which you cease to be actively employed, in a manner that conflicts with or interferes in the business of conducted with such customer or supplier. For these purposes, "direct dealings" means direct communications with/by you (whether in person or otherwise) for the purposes of servicing, selling or marketing on behalf of ut only if such communications are more than trivial in nature, and in any case excluding bulk or mass-marketing communications directed to multiple customers or suppliers.

9. Background Checks

reserves the right to require you to undergo various background checks, including e ucation, work, credit or criminal checks, at any point during your employment. In the event that you refuse to consent to such background checks, disclose the results of such checks to the results from such background checks are not satisfactory to soffer of employment may be revoked and/or your employment may be terminated in accordance with the terms of this Agreement.

10. Resignation

If you voluntarily terminate your employment with ou agree to provide two (2) weeks' notice of your resignation (the "Resignation Notice Period"). You acknowledge that P suffer damages by your failure to provide at least the notice as required herein. P may, in its sole discretion, elect to make your resignation effective immediately or at any time prior to the end of the working notice period which you have provided. Upon making such an election will provide you with payment in lieu of notice equal to the lesser of (i) the amounts which you would have earned to the end of the working notice period which you provided, and (ii) the minimum entitlements to which you are entitled pursuant to the ESA as though your employment was terminated with notice or pay in lieu of notice. Except as required by the ESA, no further amounts of notice or payment in lieu of notice will be due to you.

11. Termination without notice or pay in lieu of notice

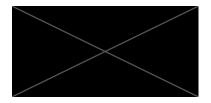
—he right, at any time, to terminate your employment under this Agreement without not ce or pay in lieu of notice, as stipulated by the ESA. Under the ESA your employment may be terminated without notice or pay in lieu of notice for certain reasons, including willful misconduct,

12. Termination with notice or pay in lieu of notice

Where sections 10 (Resi nation) or 11 (Termination without notice or pay in lieu of notice) are not applicable, may terminate your employment upon providing you with only such minimum notice of termination or pay in lieu thereof (or combination of both notice and pay in lieu of notice), severance pay (if applicable) and vacation pay and benefit continuation (if applicable) and any other entitlements strictly required by the ESA. If applicable, ontinue to make the necessary premium contributions on your behalf so as to provide for your continued participation in up benefit plans, where required to do so under the ESA, and for such minimum amount of time as required under the ESA. No further amounts of notice or compensation will be provided to you, and you hereby waive your entitlement to reasonable notice or pay in lieu of such notice at common law.

The termination provisions in this Agreement are intended to include all entitlements that you may have at law to notice, termination pay, severance pay, vacation pay, and benefits continuation





stipulated by the ESA. Notwithstanding any other term set out in this Agreement, upon termination of employment, howsoever caused, in no case will you receive less than that to which you are entitled pursuant to the ESA. In the event that your full entitlements under the ESA exceed any term of this Agreement, then those entitlements will replace these provisions and no further entitlements or payments will be provided to you. Further, you understand and agree that this provision shall apply to you throughout your employment with ardless of its duration or any changes to your position or compensation.

Any payments made to you in excess of the minimums prescribed by the ESA are conditional upon you signing prior to receipt of any such payments a full and final release acceptable to event that you refuse to sign the release, you will be provided with only the minimums prescribed by the ESA.

13. Confidentiality and Non-Disclosure

It is a condition of your employment that you execute prior to the Start Date the Confidentiality and Proprietary Information Agreement as attached in Appendix B which forms part of the terms of this Agreement.

14. Layoffs / Suspensions

In circumstances where ms it to be reasonable, including in an effort to correct poor performance or unacceptable behaviour, may temporarily suspend you from your employment, with or without pay depending upon the circumstances. Layoffs are allowed in accordance with the ESA. Such suspensions or layoff do not end employment or constitute constructive dismissal.

15. Company Property

You agree, at ________ at any time and from time to time during the term of your employment, and upon cessation of your employment for any reason, to deliver possession of all property, including but not limited to, documents or materials relating to _______ business and all evidence of or records relating to _______ stomers, all of which property, documents, materials and/or customer and business records and other property shall be at all times property of ou also agree to delete any electronic copies of ________ formatic

16. General

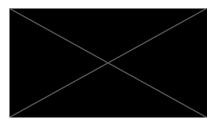
- (a) In the event any of your entitlements under this Agreement are, or could be, less than your minimum entitlements owing under the ESA, you shall instead receive your minimum entitlements owing under the ESA.
- (b) In the event the ESA, is superseded or replaced by any other employment legislation that establishes minimum standards of employment, any reference to the ESA, in this Agreement shall be deemed to be replaced with a reference to the relevant successor legislation.
- (c) it deems necessary or advisable in its sole and absolute discretion, unilaterally alter your duties, hours of work, responsibilities, and/or the location at which you are to provide them, your title and/or to whom you report, as well as amend any aspect or eliminate entirely any plans that may be in effect from time to time. Notwithstanding the foregoing, in the event that that makes any material changes to the terms of your employment, you will be provided with no less than two (2) weeks' prior written notice



nge. You expressly agree that such reduction, alteration, amendment, elimination, or reassignment shall not constitute a termination of your employment, a breach of this Agreement or constructive dismissal.

- (d) This Agreement shall inure to the benefit of and shall be binding upon your heirs, executors, administrators, successors and legal representatives, and shall inure to the benefit of and be binding upon its successors and assigns. You may not assign this Agreement. You understand and agree assign this Agreement at its sole discretion without your consent.
- (e) You represent and acknowledge you were not induced from secure employment to accept employment with r this Agreement.
- (f) You represent and acknowledge that your performance of all the terms of this Agreement and as an employee, does not and will not breach any agreement to keep in confidence ro rietar information, knowledge or data acquired by you prior to your employment with dyou agree that you will not disclose to ouse any confidential or proprietary information or material belonging to any previous employer or others. You further represent that you are not a party to any other agreement, which would interfere with your full compliance with this Agreement. You agree not to enter into any agreement whether written or oral, in conflict with the provisions of this Agreement.
- (g) This Agreement, including any attachments, schedules or appendices and all company policies, constitutes the complete understanding between you and ith respect to your employment, and no statement, representation, warranty or covenant has been made by you or the respect to this Agreement except as expressly set forth herein. The parties have expressly contemplated whether there are any additional implied duties owed by u, at common law or otherwise, outside the written terms of the Agreement or under statute and confirm that there are no such obligations. This Agreement shall not be altered, modified, amended or terminated unless evidenced in writing by
- (h) You agree you shall not, at any time during the term of this Agreement or thereafter, denigrate, through adverse or disparaging communication, written or oral, whether true or not, or any of its employees, officers or directors.
- (i) A waiver by you or breach under this Agreement shall not constitute a waiver of any further breaches of this Agreement.
- (j) This Agreement shall remain in full force and effect throughout the period of your employment notwithstanding its length or any changes to your title, position, duties, level of responsibility, reporting structure, remuneration, and location.
- (k) You consent to the disclosure of your personal information, including your qualifications, to third parties including payroll, security, benefit and insurance providers, auditors and banks, ients for the purpose of pitching and securing work, in the normal course of business, and in the event of any propriety privacy policies and practices and applicable law.
- (l) This Agreement shall be exclusively governed by and interpreted in accordance with the laws of the Province of Ontario. The parties expressly agree to attorn to the exclusive jurisdiction





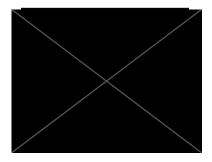
of the adjudicators, courts and tribunals in the Province of Ontario and that no action or claim may be commenced in any other jurisdiction in respect of this Agreement (including but not limited to issues relating to its interpretation, application, enforcement or termination), the relationship between the parties or the cessation thereof.

- (m) If any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement shall not be affected by such invalidity.
- (n) Notwithstanding the termination of this Agreement, you and shall remain bound by the provisions of this Agreement, which by their nature continue to apply.
- (o) committed to the success of all its employees. Should you require accommodation because of illness or disability, please speak to your manager.
- (p) You acknowledge that you have been given the opportunity to obtain independent legal advice with respect to the nature and consequences of entering into this Agreement. By signing and accepting this Agreement, you acknowledge that the opportunity to obtain independent legal advice in respect of this Agreement.

To confirm your acceptance of this Agreement, please sign this Agreement and return to me by **Friday**, **August 5, 2022 at 3pm ET**. In the event that you fail to return this letter, signed, by the date and time noted, this offer will no longer be available to you.

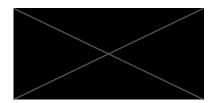
Sincerely,





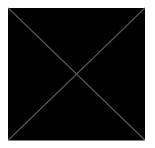
- SIGNATURE PAGE FOLLOWS -

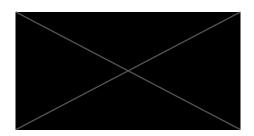




By my signature below, I acknowledge that I have reviewed this Agreement, including all attachments, schedules and appendices, and agree to be bound by its terms. I have received independent legal advice with respect to this Agreement or acknowledge I have had the opportunity to obtain such advice and have elected not to do so, freely and without duress.

Date:	8/2/2022	
		Name:
		please print





APPENDIX A

Discretionary Incentive Bonus Plan

This bonus plan ("Plan") has been developed to provide information to ProNav Technologies Ltd.

ployees about

Discretionary Incentive Bonus (the "Bonus").

eriodically reviews the terms of the Plan and reserves the right, at any time and in its sole and absolute discretion, to amend and revise the Plan terms, or eliminate the Plan entirely, as considers necessary, all without prior consultation to you.

All employees must sign and return a copy of this Plan to confirm acceptance of this Plan, in order to be eligible to participate.

Bonus Terms

The Bonus under this Plan is a performance-based bonus designed to recognize and award employees' contributions to ctive success. Developed to reflect our high-performance culture, the Bonus is structured such that payout is impacted b all performance against key metric targets.

Details of the metrics, targets, periods of measurement and timing of payment will be communicated to the employees on an annual basis by Except as specified herein, bonuses are not earned on a prorated basis.

Payment

Any Bonus payment is not considered earned until the period against which performance is measured has been completed and is conditional on your continued active employment at the end of period against which performance is measured. Payment of a Bonus is not expected compensation and the payment of a Bonus in any one or successive bonus periods shall not create an entitlement to a bonus related to any subsequent bonus period.

Payment of any and all incentive amounts pursuant to this Bonus comprise a base amount and vacation pay thereon. Accordingly, no additional amount is payable on any Bonus amounts in respect of vacation pay. All payments are subject to applicable statutory deductions.

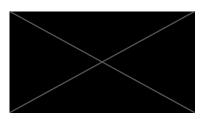
Effect of Cessation of Employment

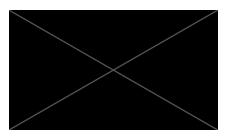
Except as prohibited by the employment standards legislation applicable in the Province of your work, as amended or replaced from time to time ("**ESA**")² and as specifically set out herein, no Bonus amount vests and the Bonus amount is not earned until the date such payment is made.

In order to be eligible to receive a Bonus payment, you must be employed on the date that the payment is made not including any period of notice or pay in lieu of notice in excess of the minimum period prescribed by the ESA. This is because Bonus is not earned until the payment date.

Subject to the ESA, if your employment is terminated without notice or pay in lieu of notice as defined in your employment agreement or in the event of your resignation, you forfeit entitlement to any payment under this Plan that has not yet been paid as at the date of the termination of your employment

² Currently: in Ontario: Employment Standards Act, 2000; in Alberta: Employment Standards Code; in Prince Edward Island: Employment Standards Act; in Manitoba: Employment Standards Code; in New Brunswick: Employment Standards Act.





without notice or pay in lieu of notice (regardless of any period of pay in lieu of notice to which you may claim to be or are entitled under contract or common law), or on the date that aives notice of resignation from your employment (even if you claim constructive dismissal, and regardless of any period of pay in lieu of notice to which you may claim to be or are entitled under contract or common law).

If your employment with sterminated for any other reason, you will be eligible to receive Bonus payment on a pro-rated basis, only if such payment becomes payable during the applicable statutory notice period. You are not entitled to any further payment of Bonus under this Plan on account of the termination of your employment. BY INITIALLING BELOW, EXCEPT AS SPECIFIED HEREIN, YOU SPECIFICALLY WAIVE ANY AND ALL CLAIMS TO ANY BONUS PAYMENT OR DAMAGES REPRESENTING THE LOSS OF BONUS PAYMENT DURING ANY PERIOD OF NOTICE, EXCEPT AS IS STRICTLY REQUIRED BY THE ESA. YOU ACKNOWLEDGE THAT THIS PROVISION HAS BEEN BROUGHT TO YOUR ATTENTION.

JN

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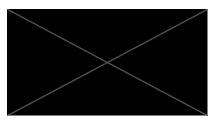
Plan Administration

This Plan is authorized and administered by hich has the authority to interpret and make determinations under this Plan and to make, amend or nullify any provision or procedure, as deemed necessary or appropriate, for proper administration of this Plan. To the maximum extent allowed by law, and subject to the express provisions of your written employment agreement, reserves the right to amend, modify or terminate the Plan at any time, upon providing written notice. Any such modifications, changes or termination shall be made in a written document (including by email) and provided to you. Such modifications, changes or termination shall not constitute a termination of your employment, a breach of your employment agreement or constructive dismissal. Except as expressly provided above, all rights under the Plan will automatically terminate on the date your employment with nates. There shall be no obligation on to replace the Plan with a similar plan. You acknowledge that the Plan has been put in place to encourage and drive company performance and reward results, and for no other purpose whatsoever, and that it deems it necessary to maintain the Plan or any similar plan.

Miscellaneous

In the event a governmental agency or court of competent jurisdiction finds any provision of this Plan to be unenforceable, such provision may be reduced in scope by the court or agency to the extent it deems necessary to render the provision reasonable and enforceable. Further, if any unenforceable provision cannot be reduced in scope, the provision shall be deemed severable, and the remainder of the Plan shall not thereby be invalidated, but shall remain in full force and effect. You acknowledge and submit to the sole and exclusive forum of the courts of Ontario with respect to any claims related to compensation under this Plan.





ACKNOWLEDGEMENT AND ACCEPTANCE: I have had the opportunity to confer with an independent legal advisor in advance of signing this Plan, and I have either obtained such advice or declined to do so. I have read and understood this Plan and I accept and agree to be bound by its terms.

Date:	8/2/2022		
Date.		Name: please print	





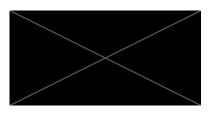
APPENDIX B

Confidentiality and Proprietary Information Agreement

X	consideration of employment as an employee or engagement as an independent contractor with agrees and covenants follows:
1.	Employment with independent contractor, as the case may be (the "Engagement"), will give the Participant access to proprietary and confidential information belonging to customers, its suppliers and others (the proprietary and confidential information is collectively referred to in this Agreement as "Confidential Information"). Confidential Information includes but is not limited to customer lists, marketing plans, proposals, contracts, technical and/or financial information, databases, software and know-how. All Confidential Information remains the confidential and proprietary information of
X	shall relate to the business of as the same is determined by the Board of Directors of rom time to time.
3.	The Participant may in the course of the Engagement conceive, develop or contribute to material or information related to the Business o including, without limitation, software, technical documentation, ideas, inventions (whether or not patentable), hardware, know-how, marketing plans, designs, techniques, documentation and records, regardless of the form or media, if any, on which such is stored (referred to in this Agreement as "Proprietary Property"). Lexclusively own all Proprietary Property which the Participant conceives, develops or contributes to in the course of the Engagement and all intellectual and industrial property and other rights of any kind in or relating to the Proprietary Property, including but not limited to all copyright, patent, trade secret and trade-mark rights in or relating to the Proprietary Property. For greater certainty, the Participant hereby assigns to F and all rights that the Participant may have or obtain in or to the Proprietary Property. Material or information conceived, developed or contributed to by the Participant outside work hours on premises or through the use o erty and/or assets shall also be Proprietary Property and be governed by this Agreement if such material or information relates to the Business o
X	he Engagement, keep all Confidential Information and Proprietary Property confidential and shall not use any of it except for the purpose of carrying out authorized activities on behalf o rticipant may, however, use or disclose Confidential Information which:
	(i) is or becomes public other than through a breach of this Agreement;

- (ii) is known to the Participant prior to the date of this Agreement and with respect to which the Participant does not have any obligation of confidentiality; or
- (iii) is required to be disclosed by law, whether under an order of a court or government tribunal or other legal process, provided that the Participant informs





requirement in sufficient time to allow oid such disclosure by the Participant.

- 5. The Participant shall return or destroy, as directed b nfidential Information and Proprietary Property to quest b ne. The Participant shall certify, by way of affidavit or statutory declaration, that all such Confidential Information and Proprietary Property has been returned or destroyed, as applicable.
- 6. The Participant covenants and agrees not to make any unauthorized use whatsoever of or to bring onto ses for the purpose of making any unauthorized use whatsoever of any trade secrets, confidential information or proprietary property of any third party, including without limitation any trade-marks or copyrighted materials, during the course of the Engagement. The Participant agrees and represents that the Engagement and the execution of this Agreement do not and will not breach any agreement to which the Participant is currently a party or which currently applies to the Participant.
- 7. At the reasonable request and at the sole expense o articipant shall do all reasonable acts necessary and sign all reasonable documentation necessary in order to ensure ership of the Proprietary Property and all intellectual and industrial property rights and other rights in the same, including but not limited to providing to ritten assignments of all rights to and/or register patents, copyrights, trade-marks, industrial designs and such other protections as
- 8. The Participant hereby irrevocably and unconditionally waives all moral rights the Participant may now or in the future have in any Proprietary Property.
- 9. The Participant agrees that the Participant will, if requested from time to time by execute such further reasonable agreements as to confidentiality and proprietary rights as scustomers or suppliers reasonably required to protect Confidential Information or Proprietary Property. Regardless of any changes in position, salary or otherwise, including, without limitation, termination of the Engagement, unless otherwise stipulated pursuant to the terms hereof, the Participant will continue to be subject to each of the terms and conditions of this Agreement and any other(s) executed pursuant to the preceding paragraph.
- 10. The Participant agrees that the Participant's sole and exclusive remedy for any breach of this Agreement or any other agreement by limited to monetary damages and that the Participant will not make any claim in respect of any rights to or interest in any Confidential Information or Proprietary Property.
- 11. The Participant acknowledges that the services provided by the Participant to the Participant further agrees that irreparable harm will be suffered by the event of the Participant's breach or threatened breach of any of his or her obligations under this Agreement, and that the entitled to seek, in addition to any other rights and remedies that it may have at law or equity, a temporary or permanent injunction restraining the Participant from engaging in or continuing any such breach hereof. Any claims asserted by the Participant against all not constitute a de

the non-exclusive jurisdiction of the courts of the Province of Ontario in relation to this Agreement.

ProNav Technologies Ltd.



151 Charles St. W., Suite 100 Kitchener, ON N2G 1H6

13. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, that provision shall be deleted and the other provisions shall remain in effect.

IN WITNESS WHEREOF	sed this Agreement to be executed as of
8/2/2022	
Date:	

Signed in the presence of:



151 Charles St. W., Suite 100 Kitchener. ON N2G 1H6

Ministry of Labour, Training and Skills Development

Employment Standards in Ontario

The Employment Standards Act, 2000 (ESA) protects employees and sets minimum standards for most workplaces in Ontario. Employers are prohibited from penalizing employees in any way for exercising their rights under the ESA.

What you need to know

Public holidays

Ontario has a number of public holidays each year. Most employees of vacation time and pay employees are entitled to take these days off work and be paid public holiday pay. vacation time after every 12 months Visit Ontario.ca/publicholidays.

Hours of work and overtime

There are daily and weekly limits on hours of work. There are also rules around meal breaks. rest periods and overtime. Visit Ontario.ca/hoursofwork and Ontario.ca/overtime.

Termination notice and pay

In most cases when terminating employment, employers must give employees advance written notice of termination or termination pay instead of notice. Visit Ontario.ca/ terminationofemployment.

Vacation time and pay

There are rules around the amount earn. Most employees can take of work. Visit Ontario.ca/vacation.

Leaves of absence

There are a number of jobprotected leaves of absence in Ontario. Examples include sick leave, pregnancy leave, parental leave and family caregiver leave. Visit Ontario.ca/ESAguide.

Minimum wage

Most employees are entitled to be paid at least the minimum wage. For current rates visit Ontario.ca/minimumwage.

Other employment rights, exemptions and special rules

There are other rights, exemptions and special rules not listed on this poster, including rights to severance pay and special rules for assignment employees of temporary help agencies.

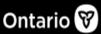
Subscribe to our newsletter and stay up to date on the latest news that can affect you and your workplace. Visit Ontario.ca/labournews.

Learn more about your rights at:

Ontario.ca/employmentstandards

1-800-531-5551 or TTY 1-866-567-8893

 ■ @ONTatwork ■ @OntarioAtWork ■ @Ontarioatwork



SDR Offer Letter #2



Independent Contractor Agreement

Signing this agreement means that, Ziero Financial PBC. dba ("Client") has given ("Service Provider") to carry on with sales and business development projects starting on November 29th 2021, and have agreed to the terms in this Agreement.

During this time, the job will be carried out remotely, but sometimes the job may be done at other locations, if needed.

When paying for these services, it will be made directly to the Service Provider at the price of \$4,600 CDN per month (\$55,200 CDN per year). Service Provider acknowledge that payments will be processed on the 5th of the month (payment date may vary based on the bank provider and bank holidays). The Client also agrees to pay the Service Provider additional variable compensation based on the schedule I below. Variable compensation earned in the previous month is paid out with the first payment of the following month.

Every material and electronic equipment that is furnished by Client is going to remain the Client's property and will be sent back to clients when requested or not later than 10 days after this agreement will be terminated.

The outcome of any and all jobs carried out by Service Provider for Client, such as original creative work, is going to remain the Client's property. Client can make use of this material anyhow they like.

This agreement can be terminated at any time with a written notice either by Service Provider or Client.

CLIENT:

SERVICE PROVIDER:

Name:

Name:

Ad

Date:

11/10/2021



Schedule I : Variable Compensation

Variable Compensation: \$500 CDN per SQL

Annual On-Target Variable Compensation: \$30,000 CDN (Target 15 SQL per Quarter)

Bonus / Accelerator: Each additional verified SQL will earn 1.25x fully ramped SQL Payout. (There is no cap on accelerator earnings)

- Additional SQLs are counted by subtracting the number of OTE SQLs from the total number of SQLs set on a quarterly basis.
- Example: During July + August + September, OTE requires 15 verified SQLs per quarter. If you achieve 17 verified SQLs, you will be paid \$625 CDN (1.25x) for each of the 2 extra meetings.

Accelerators are paid out with the first payment after quarter close.

SQL Criteria:

- Employers with 500+ employees
- Decision-maker, budget holder, or strong influencer is part of the conversation
- Confirmed company pain points or desire to change status quo
- Active initiative or estimated timeline for implementation <9 months
- Decision-maker, budget holder, or strong influencer indicates that company is willing to allocate budget for implementation (Budget doesn't have to exist or be carved out, this is about general willingness of company to pay for this kind of program)

Goals per Month (Ramp):

- December: 0 SQL (Learning the product, setting up sequences, \$1,500 CDN commission paid)
- January: 1 SQLs (\$1,500 CDN for 1st SQL, each additional SQL at \$500 CDN)
- February: 2 SQLs (\$1,000 CDN each for first 2 SQLs, each additional SQL at \$500 CDN)
- March: 5 SQLs per month (Each SQL at \$500 CDN)

Hitting these goals will equate to full OTE.



TITLE

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DOCUMENT ID

AUDIT TRAIL DATE FORMAT

STATUS



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SIGNED 17:45:08 UTC





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4

Sales Comp Plans

Sales Compensation Best Practices: Example Plans 2021

Prepared by: Jordana Matsos, hirequity Recruitment Agency. *Confidential



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Overview

02

Examples

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Summary of Common Sales KPIs

04

Trends

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Summary

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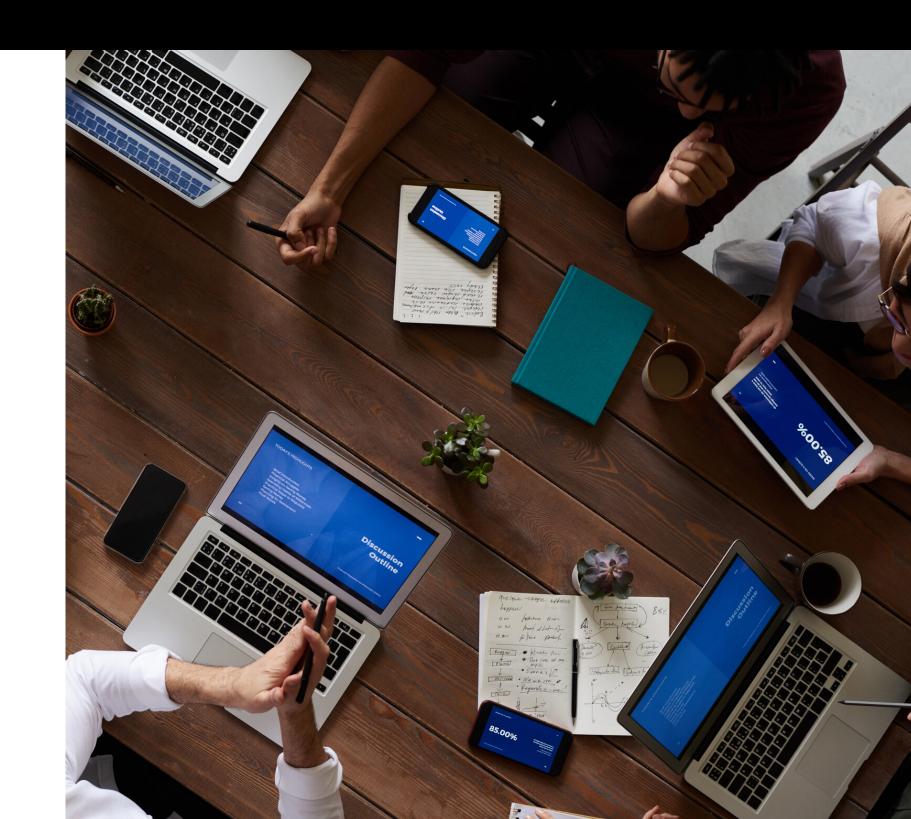
Detailed Example Plans

Agenda

Overview

Choosing a sales compensation plan is an important decision to make for any organization. The right plan will adequately motivate your sales people to help you achieve your overall business goals without putting your profitability at risk.

There is no one-size-fits-all compensation plan. Each business owner will need to consider myriad factors when deciding on how to compensate sales employees, including industry, company size, sales cycle length, and more.



Territory Volume or Flat Growth

Whether starting from a baseline of revenue + growth or net new from zero, this plan calculates the growth within a designated territory or book of business over a period of time.

In practice

These are percentage based plans and normally have growth rates from 2%–10% depending on your product/service.

Example: New Business is 10% of gross revenue.

Renewals are 5% over LY bookings.

Risk and Reward

This plan works best when your sales territories are clearly defined. Also, when your territories are rich enough to support competitive wages.

This is the most common plan and focuses reps on single product/services with fixed pricing.

Profit Margin

These plans compensate sales people based on how well the company is performing. This plan works best if you know that your sales people are able to support themselves through your lean periods, and when you have other incentives and job benefits to attract sales people, such as flex time.

In practice

Your business sells a product for \$100,000, and there are \$10,000 of associated expenses with that sale. Your company would recognize a \$90,000 profit on that deal. Based on a 5% commission rate, a rep would earn \$4,500 (five percent of the \$90,000 profit).

Risk and Reward

This plan is great for growing sales teams, expanding and scaling your organization and to motivate reps to care about the bottom line and other business costs.

The key is sharing profitability with the reps to maintain transparency.

Tiered Volume

These are designed to motivate sellers to continuously surpass certain levels of revenue sold. This type of commission structure is highly effective because it encourages reps to overperform as their rewards increase the more they sell.

In practice

A rep earns 5% percent on each product sold up to \$100,000 in total sales.

Under this plan, that commission rate might increase to seven percent once the rep surpasses \$100,000 in total sales. At \$300,000, the commission rate may increase again to ten percent.

Risk and Reward

This type of compensation plan is meant to motivate reps to meet quota and ideally, continue closing deals to exceed their goals.

Tiered commission structures are effective because the more they sell, the more reps benefit.

Best for larger, established teams.

Multipliers

This plan allows companies to build custom-made compensation strategies. The plan starts with a basic revenue commission structure, but then is multiplied by a percentage factor of quota achievement.

In practice

Let's say we have a 5% commission structure:
If your rep is 0-75% to
Quota, the multiplying factor might be 80% resulting in a 4% payout.
76%-85% = 90% multiplier and a 4.5% payout.
85%-100% = 100% multiplier and a 5% payout.

Risk and Reward

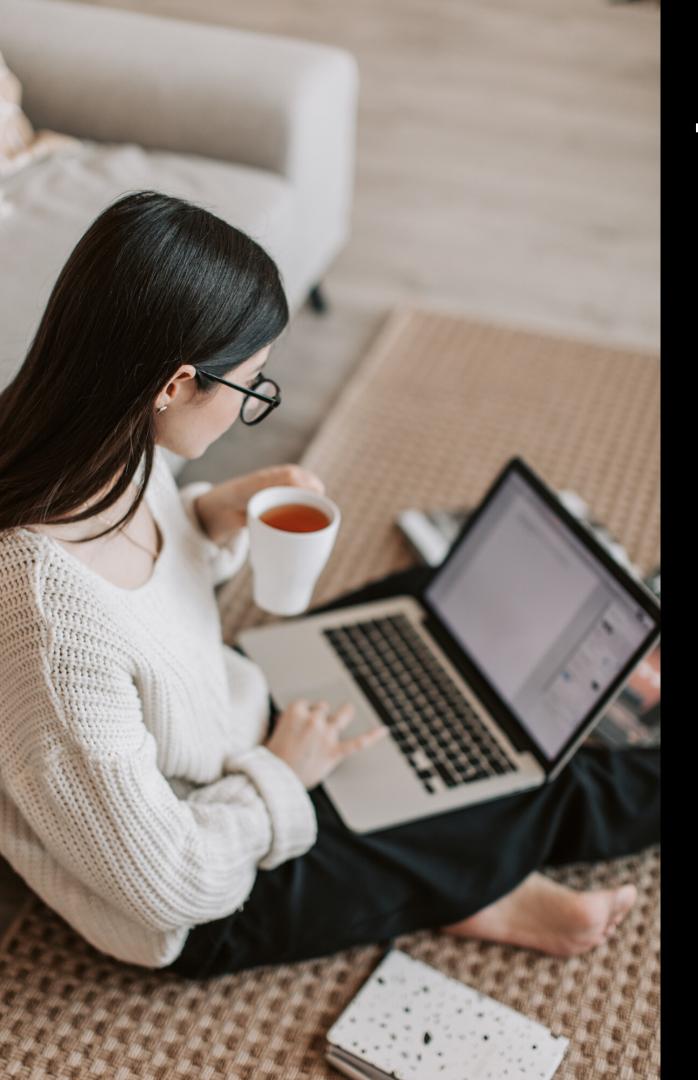
It can be a tedious process to design and implement.

Think of this plan as a combination of a revenue commission structure and a tiered commission structure.

This plans measures multiple performance factors and helps to better understand sales cycles.

Common Sales KPI's

01 03 02 04 05 Churn Meetings **Deals Closed Total Leads** Total Generated **Pipeline Metrics/AVG** Booked or Revenue spend/client **Booked** Sales Qualified And attended Leads, Close Ratio, Conversions, Total Number of Opportunities



Trends in Compensation

For the sake of this analysis, I did not evaluate the two other major compensation plans: straight commissions and a drawagainst.

These are falling out of popularity.

One of the top reasons sales reps leave a job is for a higher-paying opportunity.

Different roles have different responsibilities.

The work that a business development rep does is different from that of an enterprise account executive or sales engineer.

Compensation sales commission structures should reflect that, which is the current trend.

To devise of the best plan to retain and attract talent, my recommendation is to answer the following questions:

- 1) What are our company's goals and objectives?
- 2) What is a realistic estimate of performance based on our sales resource capacity?
- 3) How can we motivate each role successfully based on their different responsibilities?
- 4) Are we driving the right behaviors with our incentives?



Feel free to approach us if you have any questions.

