

***Date***

***Name***

***Address***

Dear ***Name***,

I am pleased to confirm our verbal offer of employment to you for a ***regular full-time*** position with ***Company*** as a ***Title***, effective ***Date***. As discussed, this offer is conditional upon completion of satisfactory references that could include, but is not necessarily limited to, a review of past employment and education records.

The details of our offer, including the terms and conditions of your employment, are attached as Schedule "A."

Please take the time to carefully review our offer. This letter, along with the enclosed schedules, outlines the obligations of both ***Company*** and yourself with respect to your employment conditions, and is governed by the laws of the Province of Ontario. It details the terms and conditions of your employment with ***Company***, and will form our agreed upon employment contract with you once signed.

Accepting employment will be conditional upon agreeing to and signing the attached copy of this letter and the attached Schedule(s), initialing each page in the right-hand corner, and returning it to me upon your earliest convenience, but prior to your first day of employment.

***Name***, we look forward to welcoming you to the ***Company*** team and wish you a successful and rewarding career with us.

Sincerely,

***Name***

***Title***

I, ***Name***, acknowledge that I have read, understood and accept this offer and the terms and conditions contained in the attached Schedule(s), and agree to be bound by the terms and conditions of employment as outlined therein.

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Signature

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Date

Schedule A

**COMPANY NAME**  
**Terms and Conditions of Employment**

The following outlines the terms and conditions of employment with **Company Name**. The Company reserves the right to change these terms and conditions as necessary, with due notice.

<b>Title</b>	<b>Title</b>
<b>Initial Reporting Relationship</b>	<b>Name, Title</b>
<b>Responsibilities</b>	Your job responsibilities include <b>XXX</b> . A copy of your position description is attached as Schedule "B."  While employed by the Company, you agree to work on a full-time basis exclusively for the Company and agree that you shall not, while you are employed by the Company, be employed or engaged in any capacity, in promoting, undertaking or carrying on any other business that competes with the Company or interferes or could reasonably interfere with your duties to the Company without our prior written permission.
<b>Salary</b>	<b>Amount (\$XX,000)</b> per annum
<b>Status</b>	<b>Full-time</b>
<b>Start Date</b>	<b>Date</b>
<b>End Date</b>	<b>Date (Fixed term only)</b>
<b>Hours of Work</b>	The company's core hours of operation are Monday to Friday from <b>X:00</b> to <b>X:00</b> . Employees are expected to work a minimum of <b>XX</b> hours per week.
<b>Overtime</b>	Payment of overtime, for overtime eligible positions, will be paid for all hours worked in excess of 44 hours within one week.
<b>Payroll Schedule</b>	Your salary will be paid to you on a <b>weekly/biweekly/semimonthly/monthly</b> basis, less required deductions, <i>(through direct deposit)</i> <b>OR</b> <i>(by cheque)</i> .
<b>Vacation</b>	You will be entitled to <b>Number (X)</b> weeks of vacation annually. <b>OR</b> You will accrue vacation at a rate of <b>X.XX</b> days per month. Any further increase is subject to policy. Vacation is to be taken at such time as is determined by or acceptable to the Company.
<b>Benefits</b>	You shall be entitled to participate in all benefit plans of <b>Company</b> as may be made available to employees of <b>Company</b> from time to time for which you are eligible. You will receive complete details of all benefits plans as part of your new employee orientation, and enrollment will take place <i>(immediately)</i> <b>OR</b> <i>(once you meet the eligibility criteria)</i> .
<b>Travel</b>	As per the requirements of your position, you will be expected to travel up to <b>XX%</b> of the time.
<b>Probationary Period</b>	To assess your fit within <b>Company</b> , the first three (3) months of your employment will constitute a probationary period. At any time during this probationary period, <b>Company</b> may terminate your employment without cause and without advance notice or pay in lieu of notice. If this occurs, we would have no further obligation to you, financial or otherwise.
<b>Policies and</b>	<b>Company</b> has established a variety of policies and standards that ensure a

<b>Standards</b>	safe, 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 that are reasonably introduced by the Company. It is agreed that the introduction and administration of these policies is within the sole discretion of <b>Company</b> and that these policies do not form a part of this Agreement. It is agreed that if <b>Company</b> introduces, amends or deletes employment-related policies as conditions warrant that such introduction, deletion or amendment does not constitute a breach of this Agreement.
<b>Confidentiality and Intellectual Property</b>	Our offer of employment is conditional upon you agreeing to and abiding by the “Confidentiality and Proprietary Information Agreement.” Attached Schedule “C.”
<b>Non Solicitation</b>	You hereby agree that, while you are employed by <b>Company</b> and for one (1) year following the termination of your employment with <b>Company</b> , you will not (i) recruit, attempt to recruit or directly or indirectly participate in the recruitment of, any <b>Company</b> employee or (ii) directly or indirectly solicit, attempt to solicit, canvass or interfere with any customer or supplier of <b>Company</b> in a manner that conflicts with or interferes in the business of <b>Company</b> as conducted with such customer or supplier.
<b>Representation</b>	You hereby represent and warrant to <b>Company</b> 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 the Confidentiality and Proprietary Information Agreement or to perform your obligations hereunder and that you will not, by joining <b>Company</b> , breach any non-disclosure, proprietary rights, non-competition, non-solicitation or other covenant in favour of any third party.
<b>Changes to Duties and/or Compensation</b>	If your duties or compensation should change during the course of your employment with <b>Company</b> , the validity of our agreement will not be affected. In addition, if one or more of the provisions in our agreement are deemed void by law, then the remaining provisions will continue in full force and effect.
<b>Resignation</b>	Should you wish to resign your employment with <b>Company</b> , you will be required to provide <b>Number (XX)</b> weeks’ written notice to enable us transition your work.
<b>Termination</b>	<p><b>Company</b> may terminate your employment at any time for cause.</p> <p>After the end of your probationary period, <b>Company</b> may terminate your employment without cause at any time by providing you with the minimum notice, or pay in lieu of such notice, and any severance pay required by the <i>Employment Standards Act, 2000</i> and no more.</p> <p>In the event a temporary layoff is ever required, it may be implemented in accordance with the requirements of the <i>Employment Standards Act, 2000</i>.</p>
<b>Legal Advice</b>	If you are uncertain about the contents of this offer, we suggest that it may be advisable to seek independent legal advice prior to signing.

Schedule B  
**Job Description**

## Schedule C

### **Employee Covenants Confidentiality and Proprietary Information Agreement**

In consideration of employment as an employee or engagement as an independent contractor with *Company* (the “**Company**”), the undersigned (the “**Participant**”) agrees and covenants as follows:

1. Employment with the Company as an employee or engagement with the Company as an independent contractor, as the case may be (the “**Engagement**”), will give the Participant access to proprietary and confidential information belonging to the Company, its 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 the Company.
2. As referred to herein, the “**Business of the Company**” shall relate to the business of the Company as the same is determined by the Board of Directors of the Company from 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 of the Company, 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**”). The Company shall exclusively 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 the Company any 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 the Company’s premises or through the use of the Company’s property and/or assets shall also be Proprietary Property and be governed by this Agreement if such material or information relates to the Business of the Company. The Participant shall keep full and accurate records accessible at all times to the Company relating to all Proprietary Property and shall promptly disclose and deliver to the Company all Proprietary Property.
4. The Participant shall, both during and after the 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 of the Company. The Participant 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 Participant informs the Company of such requirement in sufficient time to allow the Company to avoid such disclosure by the Participant.

The Participant shall return or destroy, as directed by the Company, Confidential Information and Proprietary Property to the Company upon request by the Company at any time. 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.

5. The Participant covenants and agrees not to make any unauthorized use whatsoever of or to bring onto the Company's premises 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 trademarks 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.
6. At the reasonable request and at the sole expense of the Company, the Participant shall do all reasonable acts necessary and sign all reasonable documentation necessary in order to ensure the Company's ownership of the Proprietary Property and all intellectual and industrial property rights and other rights in the same, including but not limited to providing to the Company written assignments of all rights to the Company and any other documents required to enable the Company to document rights to and/or register patents, copyrights, trade-marks, industrial designs and such other protections as the Company considers advisable anywhere in the world.
7. The Participant hereby irrevocably and unconditionally waives all moral rights the Participant may now or in the future have in any Proprietary Property.
8. The Participant agrees that the Participant will, if requested from time to time by the Company, execute such further reasonable agreements as to confidentiality and proprietary rights as the Company's customers or suppliers reasonably required to protect Confidential Information or Proprietary Property.

9. 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 the Company will be 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 Company are unique. The Participant further agrees that irreparable harm will be suffered by the Company in the event of the Participant's breach or threatened breach of any of his or her obligations under this Agreement, and that the Company will be 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 the Company shall not constitute a defence in any injunction action, application or motion brought against the Participant by the Company.
12. This Agreement is governed by the laws of the Province of Ontario and the Participant agrees to the non-exclusive jurisdiction of the courts of the Province of Ontario in relation to this Agreement.
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** the Company has caused this Agreement to be executed as of the \_\_\_ day of \_\_\_\_\_, 20\_\_.

**Signed in the presence of:**

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**PARTICIPANT**  
**NAME:**

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**WITNESS to PARTICIPANT**  
**NAME:**