

Offer of Employment

[Employee's Name]  
[Employee's Address]

[Date]

Dear [Employee's First Name],

We are pleased to confirm our offer of employment with Commercial Truck Equipment Corp. (the Company) effective [Start Date] upon the terms and conditions contained herein.

POSITION

The Company hereby agrees to employ you in the position of [Position], at [City of Branch], [Province of Branch] and reporting to [Supervisor's Name].

You will be employed on a full-time basis for the Company and you will commit the time necessary to properly and fully perform the duties of your position. You understand that your hours of work may fluctuate from time to time to meet the objectives of your employment.

Working Hours include Monday to Friday [Daily Working Hours] however, the remuneration is established for the position and it is contemplated by both parties that more than the standard work week may be required to fulfil the needs of the position.

PROBATION

The first three months of time worked shall be a probationary period, and the Company may terminate you at its sole discretion and without cause during this time without notice or payment in lieu of notice.

REMUNERATION

Your remuneration shall be at the rate of \$[Salary] per year paid bi-weekly. Performance reviews will be conducted on an annual basis and any increases in your remuneration will be at the discretion of the company's management.

EXPENSES

It is understood and agreed that you may incur expenses in connection with your duties under this agreement. The Company shall reimburse you for such reasonable expenses within thirty (30) days from the presentation of supporting documentation satisfactory to the Company in accordance with the Company's established reimbursement policies, as those policies may be modified from time to time in the Company's discretion.

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## EMPLOYEE BENEFITS

The Company offers a competitive benefits package consisting of medical and dental coverage, life insurance, AD&D, short term disability and long term disability. Upon the successful completion of the 3 month probationary period, you shall be entitled to participate in the Company's Employee Benefits Plan as may be amended from time to time by the Company in its absolute discretion. A booklet summarizing the current benefit plan will be delivered to you. Your entitlement to any benefits will be determined by the terms of the benefit plan in effect at the relevant time. You shall contribute towards the premiums for your participation in the Company Benefits Plan and Provincial Medical Services Plan, and you authorize the Company to deduct your contribution from your remuneration. During any periods of leave due to illness or disability where no wages are payable to you, you shall be responsible for making your periodic contributions to the Company's Benefits Plan and the Provincial Medical Services Plan. The Company will cease to pay for extended benefits and provincial health premiums if an employee has been receiving WCB or long-term disability for one year or more. Benefits will be terminated one year from the date of disability. In this situation, all employees have the option to continue their extended benefits and provincial health plans through the Company but, the employee will be responsible to cover the entire cost of their premiums.

## RRSP

You shall be eligible to participate in the Company's RRSP Plan after two years of employment with the Company. Further details are provided in The Company's RRSP package.

## VACATION

You shall be entitled to [Number] weeks' vacation at a time acceptable to the Company following each year of continuous employment.

## COMPANY POLICIES

You agree to adhere to all Company policies, rules, systems, guidelines and procedures as shall be in force and amended by the Company from time to time.

## ENTIRE EFFORTS

Unless prevented by ill health or other sufficient cause, you shall, during the term of your employment, devote the whole of your time and attention to the business of the Company and shall not, without the consent in writing of the branch manager engage in any other business or occupation, or become a director, manager, employee of any other company, firm or individual.

## CONFIDENTIALITY

You acknowledge that during the course of your employment you will acquire information which is strategic to the affairs of the Company, which information is the exclusive property of the Company and, without restricting the generality of the foregoing includes:

- a) Product design and manufacturing information, both present and contemplated;
- b) Lists and contacts information for present and prospective customers, and related information;
- c) Pricing and sales policies, techniques and concepts, both present and contemplated;

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- d) Secret or confidential information which the Company obtains from third parties;
- e) Lists and contact information for all suppliers of the Company, both present and contemplated;
- f) Trade secrets; and
- g) Strategic planning materials both present and contemplated.

You acknowledge that the information referred to above could be used to the detriment of the Company or in some way that brings harm to the Company. Accordingly, you undertake to treat confidentially all such information and agree not to disclose such information to any person either during the term of your employment under this agreement (except as may be necessary in the proper discharge of your obligations under this agreement) or, at any time after the date of the termination of your employment.

You acknowledge that in addition to any other rights and remedies of the Company to enforce the Company's rights arising from this agreement, in the event of breach by you of the undertaking and agreement set out above, the Company is entitled to apply to a Court of competent jurisdiction for a restraining order and injunction to prohibit disclosure by you of any such information, in order to protect the Company's rights and property as set out above.

The foregoing does not apply to any information which is or becomes available to, or is or becomes widely known to the public or to competitors of the Company and its affiliates and subsidiaries otherwise than by breach of this agreement.

#### **NON-COMPETITION**

During your employment with the Company you will develop a close and intimate business relationship with suppliers and customers of the Company. You will be responsible for maintaining and enhancing the goodwill of the Company with those suppliers and customers. Accordingly, after your employment ends, the Company will be significantly vulnerable to loss if you were to become involved in any business competitive with the business of the Company for a reasonable period after termination or you solicit business from suppliers you dealt with during your employment.

During your employment with the Company, and for a period of six months after the termination of your employment with the Company, regardless of the reason for the termination and whether or not the termination was in accordance with this agreement, you shall not:

- a) Within the geographic boundaries of the province of [Province] directly or indirectly, either personally or as an employee, partner, manager, shareholder, director, officer, agent or otherwise, or by means of any corporate or other device, carry on, be engaged in or concerned with, work for or own securities in (other than as a holder of not more than 1% of the outstanding voting securities of any publicly traded issuer) a business that is competitive with the business of the Company;
- b) You acknowledge and confirm that the scope of this covenant is in all respects and particularly in respect of area, time and subject matter no more than reasonable to protect the Company.

#### **NON-SOLICITATION**

You acknowledge that by reason of your employment with the Company, you will develop a close working relationship with the Company's employees, customers and suppliers. Accordingly, you therefore agree that during your employment and for a period of one (1) year following the termination of your employment, regardless of the reason for the termination or whether or not the termination is in accordance with this agreement, you will not directly solicit business from any supplier or customer or potential supplier or customer of the Company which was serviced or solicited by you during the last 6 months of your employment, nor solicit any employees of the

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Company or its affiliates or subsidiaries to leave employment with the Company. You acknowledge and confirm that the scope of this covenant is in all respects and particularly in respect of area, time and subject matter no more than reasonable to protect the Company.

#### TERMINATION OF EMPLOYMENT BY YOU

You will provide the Company with at least 30 days written notice of resignation.

#### TERMINATION BY COMPANY FOR CAUSE

The Company may, at its option, terminate this agreement and your employment without notice or payment of any compensation to you in lieu of notice at any time for just cause which shall include, but shall not be limited to theft, dishonesty, use of alcohol or illegal drugs during working hours, coming to work under the influence of alcohol or illegal drugs, refusal to accept authority or safe direction, insubordination, disloyalty, disrespect for customers, conflict of interest, lack of efficiency or productivity as judged by the Company after warning, discrimination against or sexual harassment of other employees and failure to keep proper working hours.

#### TERMINATION BY COMPANY WITH NOTICE

The Company may terminate this agreement and your employment at any time upon giving your notice, or payment in lieu of notice equal to the greater of (a) the notice or payment in lieu required under the [\[Employment Standards Act of British Columbia\]](#) or (b) one week's notice for each full year of continuous employment with the Company.

#### RETURN OF COMPANY PROPERTY

Upon the termination of your employment, you shall immediately return all property owned directly or indirectly by the Company, which tangibly exists in any form or medium, including, but is not limited to vehicles, credit cards, Company documents, manuals, technical specifications, costing sheets, marketing materials, customer lists, security access cards, keys, computer hardware and computer software and associated security passwords.

#### CHANGE IN POSITION

Should your position with the Company change, except as expressed in writing, the terms of this agreement shall apply to such new position(s).

#### PRIVACY OF PERSONAL INFORMATION

By signing this Employment Agreement you acknowledge that the Company may collect employee personal information reasonably required to establish, maintain and/or terminate the employment relationship.

#### SEVERABILITY

If any term or provision of this agreement is determined to be invalid or unenforceable in whole or in part by any court, such determination shall not invalidate the rest of this agreement, which shall remain in full force and effect as if the invalid provision had not been made part of this agreement.

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**INTERPRETATION**

If any provision of this agreement is capable of offending the provision of the **[Employment Standards Act of British Columbia]**, then such provision shall be interpreted in a manner that it shall not apply to those circumstances in which it may offend the Act, but shall continue to apply to such circumstances where it does not offend the Act.

**ACCEPTANCE**

Please acknowledge your acceptance of the terms of this letter by signing and returning the enclosed copy of this letter.

Yours truly,

\_\_\_\_\_  
**[Managers Name]**  
**[Title]**

Accepted and Agreed this **[Date]** day of **[Month]**, **[Year]**, at the City of **[City]**, in the Province of **[Province]**.

\_\_\_\_\_  
**[Name of Employee]**

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