

The Employee understands that signing above, beside each of the MadWall policies states that they have read, understood, and acknowledge each MadWall policy. If an Employee does not agree to any of the policies, they are asked to not continue to review or sign the rest of this Agreement.

- ii. The Employee understands that their written authorization is necessary for the completion of the MadWall application process. It is understood by the Employee that although not every Assignment found on the MadWall App may require a background check, some Clients may request one to be completed. Please read and sign this form in the space provided below:

I, _____, hereby authorize MadWall to investigate my background and qualifications for purposes of evaluating whether I am qualified for any position which I may apply for through the MadWall App. I understand that MadWall will utilize an outside firm or firms to assist it in checking such information, and I specifically authorize such an investigation by information services and outside entities of the company's choice. I also understand that I may withhold my permission and that in such a case, no investigation will be done, and my application for employment may not be processed further.

Signature of Employee

Date

Employee's Name - Printed

- iii. The Employee understands that he is an Assignment Employee and that the Employer is a Temporary Help Agency pursuant to the *Employment Standards Act, 2000*, S.O. 2000. C.41. The Employee understands that the he will be assigned by the Employer to perform work on a temporary basis for clients of the Employer.
- iv. The Employee understands that as their employer, MadWall requires the Employee's SIN, as per the Employment Insurance Regulations. MadWall uses the SIN to administer government benefits under the Income Tax Act, the Canadian Pension Plan Act, and the Employment Insurance Act. MadWall ensures that the Employee's SIN will only be used for income-related information. The Employee is to also provide their name, as shown on their SIN card. The Employee understands that failure to provide accurate information related to their SIN may result in

wrongful government benefits, and that by signing below, they agree that the information provided is accurate.

Employee SIN

Date

Employee's Name on SIN

Signature of Employee

- v. The terms and conditions of this Agreement shall govern the parties regardless of the length of employment or any changes to the Employee's position, compensation, title and regardless of whether such changes is material or otherwise.

2. TERM

- i. The employment of the Employee pursuant to the terms and conditions of this Agreement in the position of Assignment Employee shall commence on _____ and shall continue until such time as it is terminated pursuant to the provisions of this Agreement or any amendment thereto.

3. DUTIES

- i. The Employee shall perform those functions, which are normally the functions of an Assignment Employee and shall further perform those functions, which shall be reasonably determined from time to time by the President of the Employer or its designated officers.
- ii. The Employee shall, during the Term of his employment devote his entire working time, attention and energies to the business of the Employer. The Employee agrees that his work will be scheduled by following the terms and conditions of the Employer's app. The app is called MadWall Employment App and the Employee understands that he will be solely responsible for scheduling his own shifts and accepting work by selecting a position that has been posted by the Employer on the MadWall Employment App. The Employee will be entitled to sign up for a posted position and to accept work on a first come first serve basis, provided the

employee has the correct skills and qualifications for the posted position. The Employee further acknowledges and agrees that it is within the sole discretion of the Employer to determine whether the Employee has the correct skills and qualifications to apply for a posted position. The Employee also acknowledges and agrees that from time to time his hours of work will vary and may be irregular and that the Employer does not guarantee the Employee a fixed and/or minimum amount of work or compensation.

- iii. The Employee acknowledges and agrees for the Employer to rate him based on his performance, attendance, and client review. The Employee will be evaluated individually through the Employer's electronic interface and the Employer reserves the right to modify each employee's score at its discretion. The Employee agrees and acknowledges that he will start his employment with a five (5.0) rating score and that this rate may fluctuate throughout the term of his employment. The Employee agrees to the following rating policies:
 - a. Some metrics of the Rating Rules (as seen below in paragraph 3(iii)(e) have a maximum allowable point allocation within a given month. The maximum allowable point allocation resets at the beginning of each month. The Employer will conduct the Employee's rating assessments at the end of each month. The Employee may be eligible to earn two percent (2%) of their gross pay as a bonus if the Employee ends the rating assessment with a five (5.0) star rating. The Employee acknowledges and agrees that any bonus payment in this regard is discretionary and that the Employer reserves the right not to pay any such bonus.
 - b. Each employee is to retain a minimal score of four (4.0), called the Datum Score. If an employee is under the Datum Score (ie. 4.0), the Employee's ability to put out an application for any assignment and to select a posted position within the MadWall Employment App will be restricted because of the Employee's poor rating. The Employee agrees and acknowledges that the Employer reserves the right to the final decisions in regard to any reassessment of the Employee's Datum Score.
 - c. In the event that the Employer decides to reassess the Employee's Datum score the Employee will be required to watch a mandatory video. The Employee may file for reassessment up to three (3) times, after which they may no longer file for

reassessment and may be terminated pursuant to paragraph 6.2(f) below. The Employee agrees that in order to support his request for reassessment he will provide the Employee with his position in writing outlining why he believes reassessment is necessary, together with any documentation that may assist in his request for reassessment.

- d. The Employee agrees and acknowledges that if he drops below the Datum Score (ie. 4.0 rating score) he will still be obligated to finish any assignments he has signed up for that are scheduled to take place within the 48 hours immediately following him becoming informed of his low Datum Score. All other assignments selected by the Employee will be placed back in the assignment pool and may be selected by other Employees.
- e. The Employee agrees to be rated based on the following Rating Rules:

Metric	Description	Value **	Max Allowable Per Month **
Finishing Jobs	Successfully completing 5 Jobs	+0.2	+0.4
Employer Rating	5 Star Rating	+ 0.1	+ 0.2
	4 Star Rating	+ 0.05	+ 0.1
	3 Star Rating	± 0	-
	2 Star Rating	- 0.05	No Limit
	1 Star Rating	- 0.1	No Limit
Monthly Earnings	\$0 ≤ Gross Monthly Earnings ≤ \$1499	± 0	± 0
	\$1500 ≤ Gross Monthly Earning ≤ \$1999	+ 0.2	+ 0.2
	\$2000 ≤ Gross Monthly Earning	+ 0.4	+ 0.4
5 Star Score	2% Bonus on Monthly Gross Earnings	-	-
No Show	Employee did not show up for approved assignment	-1.0	No Limit
Late to Job	Employee did not meet the requirements of the job assignment start time	-0.2	No Limit
Left Job Early	Employee did not stay for the duration of the job assignment	-0.2	No Limit
Withdrawing from an approved Job	Withdrawing from an approved assignment:	-	-
	Before 48 hours from the start time	± 0	± 0
	48 hours ≤ Start Time ≤ 25 hours	- 0.2	No Limit
		- 0.4	No Limit

	24 hours \leq Start Time \leq 12 hours 12 hours \leq Start Time	- 1.0	No Limit
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- iv. The Employee agrees that his compensation as described in this Agreement fully compensates him for all of his hours of work and, subject to any applicable statutory limitations, he shall not be entitled to any additional compensation or time in lieu thereof on account of any such additional hours worked by him except as provided for in this Agreement.
- v. The Employee represents and warrants that he has the required skills and experience to perform the duties and exercise the responsibilities required of him when scheduling himself for shifts/positions posted on the MadWall Employment App.
- vi. The Employee shall not invest his personal assets in any business other than Non-Competing Businesses, provided that should he invest in a Non-Competing Business, no services shall be required to be performed by him in the operations or businesses of such Non-Competing Business, and his participation therein will be restricted solely to that of an investor.

Notwithstanding the foregoing, the Employee shall be entitled to purchase securities of any corporation whose securities are regularly traded on a recognised securities market. Moreover, the Employee shall not knowingly assist any spouse or family member of his to make any investment which the Employee is not permitted to make by Section 3(v) of this Agreement. For the purposes of Subsection 3(v) of this Agreement, the expression Non-Competing Businesses shall mean any businesses which do not compete with any of the business activities which are carried on by the Employer nor have any access, directly or indirectly, to any of the confidential or proprietary information or to the property of the Employer.

4. WAGES AND BENEFITS

- i. In consideration for the faithful performance of the services to be rendered by the Employee to the Employer as herein provided, the Employer shall provide the Employee with compensation based on the rate of pay indicated by the MadWall Employment App. The Employee agrees and acknowledges that each posting on the MadWall Employment App will notify the Employee of the compensation being provided for that job. The Employee understands that all pay will be subject to

statutory deductions and that the rate of pay will fluctuate up and down depending on the position the Employee is applying for through the Madwall Employment App. The Employee further understands and acknowledges that there is no consistent rate of pay from one job to the next and that the Employer in no way guarantees that the Employee will obtain the higher paying postings.

- ii. In any case, the Employer and Employee agree that at no time will the Employee be provided with less than what is provided for by the Employment Standards Act, 2000, S.O. 2000, c. 41, or any other applicable legislation
- iii. Overtime: The Employer will compensate the Employee for overtime in accordance with the *Employment Standards Act, 2000*, S.O. 2000. C.41.
- iv. Holidays: The Employer will pay the Employee public holiday pay in accordance with the *Employment Standards Act, 2000*, S.O. 2000. C.41.
- v. The Employee understands that he will only be paid for time worked. The Employer's customer will provide the Employer with a detailed summary of the time the Employee begins work and the time the Employee finishes work. If the Employee shows up late to the scheduled shift or leaves early from the scheduled shift, the Employee will only receive compensation from time actually worked and not compensation for the entirety of the scheduled shift.
- vi. The Employee shall not be required to incur any expenses personally, regardless of the potential for reimbursement, without the prior written consent of MadWall, provided

5. VACATION

- i. During the Term of his employment the Employee shall be entitled to vacation time of two (2) weeks annually, which shall constitute his annual vacation. Vacation pay will be paid out on an ongoing basis at a rate of 4% on each pay cheque.
- ii. Such vacation shall be taken at such times as will interfere as little as possible with the performance of his functions and shall be at a time or times acceptable to the Employer having regard to its operations. The Employee agrees that if he intends to take vacation time, he may not schedule any assignment or apply for any posted position during that period. Vacations will not be carried over from one calendar year to another. In the event that the Employee does not take the full vacation

time to which he is entitled in any year of employment the Employee will lose the entitlement to the unused vacation except any payments in respect of vacation pay as required by the *Employment Standards Act, 2000*, S.O. 2000, c. 41 or any applicable legislation that may replace it in the future. It is the intention that the Employee shall on no account be given any less vacation than as is required as a minimum pursuant to the *Employment Standards Act, 2000*, S.O. 2000, c. 41.

6. PROBATIONARY PERIOD AND TERMINATION OF EMPLOYMENT

- i. Probationary Period. The Employee's employment will be subject to a probationary period of three (3) months in order to assess his suitability for the position. During this period, the Employer may, notwithstanding any other provision in this Agreement, terminate the Employee's employment, at any time, with or without cause, and without any notice or pay in lieu of notice.
- ii. Termination for Cause. Notwithstanding any other provision contained herein, the Employer may immediately terminate the employment of the Employee for cause. For the purposes of this Agreement, just cause includes but is not limited to:
 - a) the wilful misconduct, fraud, misappropriation of funds, theft with respect to the Employer or gross negligence of the Employee;
 - b) the commission of any criminal act by the Employee against the Employer, or any of the Employer's clients, involving material harm (whether or not charges are filed in connection therewith); the commission of any criminal act or of any act of moral turpitude which may bring the Employer into disrepute;
 - c) the wilful insubordination by the Employee to any directive of the President of the Employer or its designated officers, provided reasonable prior notice of such directive is given;
 - d) a material breach of this Agreement or the Employer's employment policies;
 - e) incompetence or substandard performance;
 - f) a situation where the Employee's Datum Score drops below 4.0 and the Employee is required to apply for reassessment more than three (3) times pursuant to paragraph 3(iii)(c) herein;
 - g) breach of duty of good faith and fidelity, including disclosing confidential information;

- h) improper use of or abuse of company property;
- i) for any other reason for which termination for cause is justified at common law.

Any such termination for cause shall be without notice or payment of any compensation, damages or amounts in lieu of notice to the Employee.

- iii. Termination upon Death. Notwithstanding any other provision contained herein, this agreement shall terminate automatically, without notice or indemnity in lieu thereof, if the Employee dies.
- iv. Termination without Cause. The Employer may at any time during the Term of this Agreement or any renewal or extension thereof terminate the Employee's employment without cause upon providing to him, his minimum entitlements as required by the *Employment Standards Act, 2000, S.O.2000, c. 41*, or any applicable legislation that may replace such statute in the future for a not for cause termination. The Employee agrees that these entitlements constitute his maximum entitlement upon the termination of his employment without cause and that the amount of these entitlements satisfies any and all common law requirements for reasonable notice of termination of his employment or compensation in lieu thereof.
- v. Termination Upon Disability. The Employer may terminate this Agreement by sending a notice in writing to the Employee with immediate effect and without further obligation to the Employee other than those obligations pursuant to Section 6.4 if:
 - a) the President of the Employer determines that the Employee has been unable due to illness, disease, injury, mental or physical disability or similar cause, to fulfil his obligations pursuant to this Agreement for any consecutive six (6) month period or for any twelve (12) months in any consecutive twenty-four (24) month period; or
 - b) a court of competent jurisdiction has declared the Employee to be mentally incompetent or incapable of managing his affairs.
- vi. Termination by The Employee. The Employee may terminate his employment, at any time, upon giving at least two (2) week's written notice to the Employer of his resignation date.

7. **CONFIDENTIAL INFORMATION AND RETURN OF PROPERTY**

- i. **Confidentiality Obligation.** The Employee covenants and agrees that he shall not, at any time during his employment with the Employer or any time thereafter, without the prior written consent of the Employer, directly or indirectly, communicate, reveal or disclose, in any manner, to anyone, or use for any purpose other than in carrying out the Employee's duties under this Agreement in furtherance of the Employer's business interests, any confidential or proprietary information concerning, or learned as a result of his employment with the Employer or any of its Affiliates or any of their respective predecessors, successors or Affiliates, including information concerning: their business plan or model, sources of revenue, assets, businesses, affairs, pricing, costs, technical information, financial information, plans or opportunities, processes, sale and distribution, marketing, research and development, suppliers, partnerships or employees. Provided that this section does not apply to information which is in the public domain without breach of this Agreement and provided that the Employee may make such disclosure as is required by law.
- ii. **Return of Property.** Upon ceasing to be employed by the Employer or upon request of the Employer at any time, the Employee shall return to the Employer all business-related property belonging to the Employer including, but not limited to, all documents in any format whatsoever including electronic format, that are in his possession or control, and the Employee agrees not to retain any copies of such property in any format whatsoever including, but not limited to, electronic format.

8. **NON-SOLICITATION**

- i. The Employee shall not, either during his employment with the Employer or for a period of one (1) year thereafter, directly or indirectly, initiate any contact with or solicit any designated customers or clients of the Employer or any of its Subsidiaries or related corporations for the purpose of selling or providing to the designated customers or clients, any products or services which are the same as or substantially similar to, or in any way competitive with, the products or services provided by the Employer or any of its Subsidiaries or related corporations during the term of his employment with the Employer or at the end thereof, as the case may be. For the purpose of this section, a "designated customer or client" means a person, corporation, or entity who was a customer or client or was about to become a customer or client of the Employer or any Subsidiary or related

corporations and with whom the Employee had dealings during his employment by the Employer.

- ii. The Employee shall not, either during his employment with the Employer or for a period of one (1) year thereafter, directly or indirectly, employ or retain as an independent contractor any employee of the Employer or any of its Subsidiaries or related corporations or induce or solicit, or attempt to induce, any such person to leave that person's employment with the Employer.
- iii. The Employee represents and warrants that none of the negotiation, entering into or performance of this Agreement has resulted in or may result in a breach by him of any agreement, duty or other obligation with or to any other person, corporation, or entity, including, without limitation, any agreement, duty or obligation not to compete with any such person, corporation, or other entity or to keep any confidential information of any such person, corporation, or other entity or not to solicit or contact any customers or clients of such person, corporation, or other entity. The Employee further agrees to indemnify and hold harmless the Employer and any Subsidiaries or related corporations from and against any and all damages, expenses, losses, costs (including but not limited to legal fees and disbursements) which may be paid or are found to be payable by the Employer on account of any breach of this provision by the Employee.
- iv. In the event of a breach or threatened breach by the Employee of the provisions of Paragraphs 8.1, 8.2 and/or 8.3 of this Agreement, the Employer shall be entitled to an injunction restraining the Employee from further violation. Nothing herein shall be construed as prohibiting the Employer from pursuing any other remedies available to it for such breach or threatened breach, including recovery of damages and reasonable legal expenses for the Employer.

9. PROPRIETARY AND MORAL RIGHTS

- i. **Proprietary Rights.** The Employee recognizes the Employer's proprietary rights in the tangible and intangible property of the Employer and acknowledges that he has not obtained or acquired and shall not obtain or acquire any rights, ownership, title or interest, in any of the property of any member of the Employer or any of its predecessors, successors or Affiliates, including any writing, business plans, sources of revenue, communications, manuals, documents, instruments, contracts, agreements, files, literature, data, technical information, know-how, secrets, formulas, products, methods, procedures, processes, devices, apparatuses,

trademarks, trade names, trade styles, service marks, logos, copyrights, patents, inventions, or discoveries, whether or not patented or copyrighted or patentable or copyrightable, which the Employee may have learned or may have conceived or made, or may learn, conceive or make, either alone or in conjunction with others, and related to the business of the Employer (collectively, the "Materials"). The Employee agrees that during his employment with the Employer and any time afterwards all Materials shall be the sole and exclusive property of the Employer.

- ii. **Moral Rights.** The Employee irrevocably waives to the greatest extent permitted by law, for the benefit the Employer, all of the Employee's moral rights whatsoever in the Materials, including any right to the integrity of any Materials, any rights to be associated with any Materials and any right to restrict or prevent the modification or use of any Materials in any way whatsoever. The Employee irrevocably transfers to the Employer all rights to restrict any violations of moral rights in any of the Materials, including any distortion, mutilation or other modification.
- iii. **Assignment of Rights.** If the Employee has acquired or does acquire, by any means, any right, title or interest in any of the Materials or in any intellectual property rights relating to the Materials, the Employee irrevocably assigns all such right, title and interest throughout the world exclusively to the Employer, including any renewals, extensions or reversions relating thereto and any right to bring an action or to collect compensation for past or future infringements.
- iv. **Registration.** The Employer will have the exclusive right to obtain copyright registrations, patents, industrial design registrations, trade-mark registrations or any other protection in respect of the Materials and the intellectual property rights relating to the Materials anywhere in the world. At the request of the Employer, the Employee shall, both during and after the Employee's employment with the Employer, execute all documents and do all other acts necessary in order to enable the Employer to protect its rights in any of the Materials and the intellectual property rights relating to the Materials.
- v. All documents, records, software programs, working papers, notes, financial statements, personal tax returns, business plans, sources of revenue, corporate tax returns, memoranda, files and other records of or containers of confidential or proprietary information or Materials made or compiled by the Employee at any time or made available to the Employee at any time in the course of providing services under this Agreement and any renewal or extension thereof, including all copies thereof, shall be the property of the Employer and belong solely to it, and

shall be held by the Employee solely for the benefit of the Employer and shall be delivered to the Employer by the Employee on the termination of this Agreement or at any other time on request by the Employer.

- vi. The Employee shall, during the Term of this Agreement and any renewal or extension thereof, promptly disclose to the Employer in writing all ideas, business models or plans, inventions, formulae and discoveries relating to the business of the Employer, whether or not conceived or developed on the premises of the Employer. The Employee specifically acknowledges that those ideas, business models or plans, inventions, formulae and discoveries shall be the property of the Employer, which shall have the exclusive right to any and all patents, trademarks, copyrights, licences or any other protection which is issued on or which may arise with respect to those ideas, business models or plans, inventions, formulae and discoveries. The Employee assigns to the Employer all of the right, title and interest of the Employee in those ideas, business models or plans, inventions, formulae and discoveries and in any patent, trademark, copyright, licence or any other protection which may be issued on or which may arise in respect of those ideas, inventions, formulae and discoveries.
- vii. The obligations of The Employee under the Sections 7.1, 7.2, 9.1, 9.2, 9.3, 9.4, 9.5 and 9.6 are to remain in effect in perpetuity and shall exist and continue in full force and effect notwithstanding any breach or repudiation, or alleged breach or repudiation, by the Employer of this Agreement. These obligations are not in substitution for any obligation which the Employee may now or hereafter owe to the Employer and which exist apart from these Sections and do not replace any rights of the Employer with respect to any such obligations.

10. REASONABLENESS AND REMEDIES

- i. The Employee agrees that all the conditions and restrictions established in this Agreement are reasonable taking into account the circumstances surrounding this Agreement.
- ii. The Employee recognises that in view of the serious and irreparable harm which a violation hereof would have on the Employer it is essential to the effective enforcement of this Agreement that in addition to any other remedies to which the Employer may be entitled, the Employer shall be entitled to seek and obtain, in summary manner, from any court having jurisdiction, interim, interlocutory, and

permanent injunctive relief without showing irreparable harm, specific performance, and other equitable remedies.

11. ADMENDMENTS

- i. This Agreement may be amended only by written instrument duly executed by all the parties hereto.

12. ASSIGNMENT

- i. The Employer may assign any of its rights or obligations under this Agreement to any affiliate of the Employer or to any purchaser of all or a material part of the business of the Employer any time and from time to time without the consent of the Employee. This Agreement ensures to the benefit of the Employer, its successors and assigns. The Employee may not assign any of his rights or obligations under this Agreement without the express written consent of the Employer.

13. NO WAIVER

- i. No waiver by any party of any breach of the obligations of any other party hereunder shall be a waiver of any subsequent breach or of any other obligation, nor shall any forbearance to seek a remedy for any breach be a waiver of any rights and remedies with respect to any subsequent breach.

14. SEVERABILITY

- i. The invalidity of one of the provisions of this Agreement shall not invalidate or otherwise affect any of the other provisions of this Agreement and all such other provisions shall remain in full force and effect.

15. CURRENCY

- i. All references in this Agreement to dollars or \$ means lawful currency of Canada.

16. GOVERNING LAWS

- i. This Agreement shall be construed, interpreted and enforced in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.
- ii. The parties agree to submit to the exclusive jurisdiction of the Courts of Ontario and the Courts of Ontario shall have the exclusive jurisdiction to entertain any action arising under this Agreement.
- iii. Where the entitlements under this Agreement are less than what is provided for by the *Employment Standards Act, 2000, S.O. 2000, c. 41*, or any other applicable legislation, the minimums in the applicable legislation shall be substituted for the contractual provisions therein.

17. ENTIRE AGREEMENT

- i. This Agreement embodies the entire agreement between the parties hereto concerning the subject matters mentioned herein and supersedes all previous discussions, correspondence, understandings or agreements, whether written or oral, with respect to such matters.
- ii. The parties agree that this Agreement may be delivered by facsimile or PDF email transmission bearing the signature of a party to this Agreement, in which case the facsimile or PDF email of the Agreement shall be deemed to be the original and of full force and effect.
- iii. The parties further agree that each party may sign by electronic signature and such signature will be accepted as a valid original signature in accordance with the *Electronic Commerce Act, 2000*.

18. NOTICES

- i. All notices and other communications necessary or contemplated under this Agreement or any renewal or extension thereof shall be in writing and shall be delivered in the manner specified herein or, in the absence of such specification, shall be deemed to have been duly given three (3) business days after mailing by registered mail, or at the time of delivery when delivered by hand, or when

delivered by facsimile or electronically by email or other means upon confirmation of receipt, or one (1) day after sending by overnight delivery service, to the respective addresses of the parties set forth below:

- (a) For notices and communications to the Employee (if no address is provided, communications to the Employee will be sent via the phone number or email address provided by the Employee while registering to MadWall via the App/Website:

Attention: Employee Name
Address

- (b) For notices and communications to the Employer:

Attention: MadWall Incorporated
Address: info@MadWall.ca

19. INDEPENDENT LEGAL ADVICE

- i. The Employee expressly declares that he has been given sufficient time to consider the terms of this Agreement and he voluntarily accepts the said terms and expressly declares that he has been given sufficient time to seek such independent or legal or other advice that he deems appropriate with respect to his employment and the terms of this Agreement. He further acknowledges that no representation of fact or opinion, threat or improper inducement has been made or given by the Employer to induce the signing of this Agreement.

IN WITNESS WHEREOF the undersigned has executed this Agreement this ____ day of _____ 20____.

**SIGNED, SEALED & DELIVERED
in the presence of**

Witness Signature:

)
)

Employee Signature:

_____)
)
Witness Name:

_____)
)
Employee Name:

IN WITNESS WHEREOF the undersigned has executed this Agreement this __ day of _____, 20__.

MADWALL INCORPORATED

Per: 
(Nav Madesha, CEO)

I have authority to bind the corporation

Date: *August 23, 2017*