



The Hive, Box 725, Lunenburg, Nova Scotia, B0J 2C0, Canada
W. 902.634.8316 \ F. 902.634.3647

hb-studios.com

April 9, 2019

Dear Mike Dobson,

I am pleased to offer you the contract position of Assistant Producer effective Monday April 15th 2019 and ending on Tuesday October 15th 2019. We offer you an annualized salary of \$45,000. You will be entitled to 7.5 days' vacation during your contract term.

When you've had a chance to review this letter of offer and the attached confidentiality and detailed contract, please sign in the space provided and return to me no later than Thursday April 11th 2019.

Thank you for your interest in HB Studios and I look forward to your arrival.

Regards,

Nicola Barker
HR Manager

Accepted:



Mike Dobson

APRIL 9/2019
Date

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TERMS AND CONDITIONS OF EMPLOYMENT

H.B. STUDIOS MULTIMEDIA LTD. ("the Company")

The Hive
37 Hall Street
Lunenburg
Nova Scotia
B0J 2C0

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EMPLOYEE:

Mike Dobson

ADDRESS:

Nova Scotia

EFFECTIVE DATE:

April 15th 2019 October 15th 2019

BASIC ANNUAL SALARY:

\$45,000

EXPENSES:

All of your reasonable business-related traveling, entertaining and accommodation expenses (excluding travel from home to work, currently at Hall Street, Lunenburg, and vice versa) will be reimbursed upon providing proper receipts and in accordance with the Company's policies and procedures in effect from time to time.

JOB TITLE:

Assistant Producer

USUAL PLACE OF EMPLOY:

37 Hall Street, Lunenburg, Nova Scotia B0J 2C0 or such other location within Canada as may be notified to you, and is regarded as desirable in the business interests of the Company. Unless otherwise agreed, you will not be required to work outside Canada for longer than one month at a time.

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For good and valuable consideration, the receipt of which is hereby acknowledged by the parties, the parties agree as follows:

1. HOURS OF WORK

Normal hours of work are 9:15 am to 5:30 pm Monday to Friday with 1 hour for lunch (36½ hours per week) and such additional hours as may be required for the proper discharge of your duties hereunder. Alternate hours are as follows: 8:15 am to 4:30 pm and 10:15 am to 6:30 pm. These alternate hours of work may be subject to restriction based on the needs of the project. However, it may be necessary from time to time for you to work outside these hours. If you are contractually required to work different normal hours you will be notified in writing.

2. DUTIES AND RESPONSIBILITIES

- (a) The job purpose and major responsibilities for which you will be responsible as are set out on Schedule "A" to this Agreement. As an Assistant Producer you shall report directly to the Producer. You agree that, in order to adjust to changing business needs, the Company may change your position, title, duties and responsibilities, reporting structure and/or geographic location.
- (b) You agree to perform your employment obligations to the best of your ability and to the satisfaction of the Company you agree to devote full-time, attention and ability to the business of the Company or to the business of any other person as authorized by the Company and will well and faithfully serve the Company and shall use your best efforts to promote and protect the interests of the Company.
- (c) You agree to duly and diligently perform all the duties assigned to you while in the employ of the Company, and will truly and faithfully account for and deliver to the Company all money, securities and things of value belonging to the Company which you may from time to time receive for, from or on account of the Company.
- (d) You agree to be bound by and faithfully observe and abide by all the rules and regulations of the Company from time to time in force which are brought to your attention or of which you should reasonably be aware.

3. PAYMENT OF SALARY

Your salary will accrue from day to day and be payable twice monthly in arrears at the rate of \$45,000 per annum on or around the middle and the last day of each month by direct transfer to your bank account. Each pay period you will be able to access our payroll service provider's secure website to view and/or print your pay statement, which itemizes all gross and net payments, as well as all compulsory and voluntary deductions which have been made.

4. VACATION

- (a) Vacation days are accumulated at 1.25 days per month employed.
- (b) The Company reserves the right to fix holidays in its interest. There may also be periods of the year which are particularly busy in the area in which you are employed, or there may be difficulties in having more than a certain number of people absent at one time. If these or other

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similar circumstances apply you will be advised separately in writing together with any special conditions applicable to your holiday entitlement. Permission to vary these conditions will only be granted in exceptional circumstances.

- (c) If you are employed by the Company for part of the vacation year only, then your holiday entitlement will be pro-rated in accordance with the number of months during which you were employed.
- (d) Upon termination of your employment for whatever reason you will be required to repay to the Company any salary received in respect of holiday entitlement taken in excess of your proportionate entitlement. You agree that such repayment (if any) shall be by deduction from your final salary payment.

5. PROBATIONARY PERIOD

The Company shall have the right to assess your ability to perform your duties hereunder and shall perform such assessment during the first 90 days of your employment hereunder, which 90 day period shall constitute a probationary period for this purpose. If during this probationary period the Company determines that you are unable to perform the duties and responsibilities required of you or are unsuitable for the position in any way, the Company may, in its absolute discretion, terminate your employment upon one full day prior notice of termination or payment in lieu thereof.

6. ABSENCE DUE TO ILLNESS

- (a) If you are unable to attend work due to sickness or injury you should notify the Company as soon as possible on the first day of absence with an estimate of the period of absence envisaged. Any changes in the estimated period of absence should be provided to the Company as soon as you are aware of the change. If your absence continues for more than three working days you will provide any appropriate medical certificate from your doctor in the manner required by the Company.
- (b) The Company reserves the right to require you to undergo a medical examination by a doctor or physician appointed by the Company following a written request by the Company, and you agree that a report of such examination shall be provided to the Company.

7. TERMINATION

- (a) Your employment may be terminated by HB Studios (in the absence of cause) by providing you with written notice or, at the option of HB Studios, pay in lieu of such notice, in accordance with the following provisions:
 - (i) At any time with provision of notice or pay in lieu of notice calculated at the rate provided in the Nova Scotia Labour Standards Code.
- (b) In the event that your employment is terminated you agree that you will have no claim against the Company for damages or otherwise, including any rights or remedies pursuant to the Nova Scotia Labour Standards Code, except in respect to the payment of compensation as provided above. It is expressly understood that the amount of notice set forth above includes any

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amount of notice to which you would be entitled under the Labour Standards Code and common law.

- (c) Should you wish to terminate your employment, you may do so by giving Two (2) weeks notice in writing to the Company. The Company may waive the requirement of notice. In the event the Company waives the notice period, you will not be entitled to any further payment or compensation relating to your employment, save and except salary earned to the date of termination.
- (d) If written notice is given by you or the Company to terminate your employment, the Company may notwithstanding any other terms of this agreement, require you to serve all or any part of your notice period away from the Company's premises, during which time the Company will not be obligated to provide you with any work during that time.
- (e) Notwithstanding and without prejudice to any other provision of this Agreement, your employment may be terminated summarily by the Company without notice or payment in lieu of notice for "just cause". "Just cause" shall include, but is not limited to:
- (i) Serious default or serious misconduct in connection with or affecting the business of the Company or tending to bring the reputation of the Company or yourself into disrepute or which in the opinion of the Company render you unfit to continue as an employee of the Company. The following are examples of such serious misconduct, although the list is not exhaustive and does not limit or exclude other misconduct which could reasonably be included: assault or threatening behaviour; conduct breaching common standards of decency; falsification of records/dishonesty; sexual or racial harassment of other employees; disregard of Health and Safety requirements; unauthorized use of or access to or disclosure to third parties of Confidential Information (as defined below); unauthorized possession of Company property; reporting for work in a unfit state due to the misuse of alcohol or drugs; and unauthorized absence from work; or
 - (ii) if you shall neglect or fail or refuse unreasonably to carry out all or any of the duties assigned to you; or
 - (iii) if you have committed any criminal offence; or
 - (iv) if you commit any act of dishonesty whether relating to the Company, other employees or otherwise; or
 - (v) if you are prevented for any reason from performing your duties hereunder for a consecutive period of 6 months or for an aggregate period of 6 months in any period of 12 months, because such prolonged absence will result in frustration of this Agreement; or
 - (vi) if you have shown a serious or persistent neglect of your duties hereunder or any material breach or non-observance of any of the provisions of this Agreement or if you shall neglect, fail or refuse to carry out duties properly assigned to you hereunder.

Failure by the Company to rely on this provision in any given instance shall not be deemed a waiver of the Company's right to terminate you in any other instance.

8. COMPANY PROPERTY

All items of any and every nature or kind furnished by the Company to you, and all equipment, automobiles, credit cards, keys, security access cards, books, records, reports, files, manuals, cellular telephones, blackberries, computer hardware and software, and Confidential Information are and shall remain the exclusive property of the Company, and shall be returned to the Company in good condition promptly on the termination of your employment, together with any and all copies of such materials in your possession.

9. CONFIDENTIALITY AND CONFLICTS OF INTEREST

(a) For the purposes of this Agreement:

(i) "Confidential Information" includes all information and documentation relating to the business of the Company or any subsidiary or affiliated company that is not known to the general public and includes without limitation all Intellectual Property (as defined below), technical data, trade secrets, research, product plans, customer lists, hardware configuration information, and marketing and financial information.

(ii) "Intellectual Property" means intangible property developed by the Company and its officers and employees including without limitation, all Games, brand names, logos, ideas, concepts, inventions, formulas, software, know-how, designs, techniques, documentation and other materials, regardless of form or media on which it is stored, some or all of which property may be protected by patents, copyrights, trade secrets, trademarks, or industrial designs.

(b) For the duration of this Agreement and at any time thereafter, you shall not disclose or use Confidential Information except in the course of carrying out authorized activities on behalf of the Company, and you shall use your best endeavors to prevent the unauthorized disclosure or publication of such information. You acknowledge that any breach of this covenant by you shall constitute just cause for termination of your employment without notice and may result in the institution of legal proceedings against you.

(c) You recognize that the Company has received and in the future will receive from third parties their confidential or proprietary information subject to a duty on the Company's part to maintain the confidentiality of such information and to use it only for certain limited purposes. You agree to hold all such confidential or proprietary information in the strictest confidence and not to disclose it to any person, firm or corporation or to use it except as necessary in carrying out any work for the Company consistent with the Company's agreement with such third party. You acknowledge that any breach of this covenant by you shall constitute just cause for termination of your employment without notice and may result in the institution of legal proceedings against you.

(d) All Intellectual Property which you may develop in the course of your employment with the Company, whether alone or jointly with others, at the offices of the Company or elsewhere, and using any property of the Company, shall be the exclusive property of and is hereby assigned by you to the Company, and you shall have no rights in any such Intellectual Property. You hereby waive all moral rights in all Intellectual Property in favour of the Company.

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- (e) You shall not during your employment with the Company, without the previous consent in writing of the President of the Company, be engaged, either directly or indirectly, in any other business, trade or vocation.

10. NON-COMPETITION AND NON-SOLICITATION

- (a) For the purpose of this Section 10 the term:

(i) **"Designated Area"** means Canada, United States, United Kingdom, Australia, New Zealand, South Africa and France; and

(ii) **"Competing Product"** means any interactive software product or any computer, video or home entertainment Game or other product which is similar to or which could compete with a Game or other product which you were involved in the development of for the Company, either alone or with the assistance of or in conjunction with others.

- (b) Recognizing and acknowledging that the following covenants, each of which shall be construed as a separate and several covenant, are essential for the protection of the business of the Company, you covenant with the Company that:

(i) you shall not without the prior consent in writing of the President of the Company for a period of 12 months after the termination of this Agreement or your employment howsoever arising, directly or indirectly carry on or be engaged in or be concerned with or interested in, or advise or contribute knowledge or know-how to the design, creation, development, or publishing of any Competing Product, or create, develop or publish or assist (including providing financial assistance or security) others in creating, developing or publishing any Competing Product in the Designated Area or for sale or distribution in the Designated Area.

(ii) you shall not during your employment with the Company or for a period of 12 months after the termination thereof or of this Agreement howsoever arising either on your own account or for any other person directly or indirectly solicit, interfere with, entice or endeavor to solicit, interfere with or entice away from the Company any person known to you through your work who:

(A) was an employee of the Company working in a senior, technical or advisory capacity in the 6 months prior to the termination of your employment;

(B) had knowledge of the Confidential Information; or

(C) was a customer of the Company with whom you had contact in the normal course of your duties during the last 12 months of your employment with the Company.

11. IRREPARABLE HARM

You acknowledge that a violation by you of the provisions of paragraphs 9 or 10 of this Agreement will result in immediate and irreparable damage to the Company and you consent to and waive any objection to the Company obtaining immediate injunctive relief in a court of law in the event of such a violation. Such injunctive relief shall be in addition to any rights to damages or other remedies available to the Company according to law.

12. MISCELLANEOUS

- (a) The information contained on page 2 of this Agreement shall form an integral part of this Agreement.
- (b) This Agreement cancels and supersedes any existing contract of employment or other arrangement between you and the Company. This Agreement may not be amended without the joint written consent of you and the Company.
- (c) The terms and conditions set forth in paragraphs 8 to 11 inclusive of this Agreement shall survive the termination of this Agreement, whether or not such termination is in accordance with the terms of this Agreement.
- (d) Any notice required or permitted to be given to you shall be sufficiently given if delivered to you personally or if mailed by email or by regular mail to you at the address indicated on page 2 of this Agreement or any other address to which you may direct the Company to provide notices. Notice is effective upon personal delivery, 7 days after mailing, or within 24 hours of emailing.
- (e) The headings in this Agreement are for convenience only and are not to be construed in any way as additions to or limitations of the terms contained in it.
- (f) If any part of this Agreement is held to be invalid, void or unenforceable by any court, tribunal or other body or person of competent jurisdiction, this shall not affect the validity or enforceability of the remaining parts.
- (g) This Agreement shall be construed in accordance with the laws of the Province of Nova Scotia and the parties agree to submit any disputes to a single arbitrator sitting in Halifax, Nova Scotia under the Commercial Arbitration Act.
- (h) This Agreement may be executed in separate counterpart copies and by fax, and such copies shall constitute one binding Agreement.

M.D.

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13. INDEPENDENT LEGAL ADVICE

You acknowledge that the Company has advised you to obtain independent legal advice with respect to this Agreement and confirm that you have either done so or have knowingly waived your right to do so.

IN WITNESS WHEREOF this Agreement has been entered into and is effective as of the Effective Date first written above.

SIGNED:

Mike Dobson

DATE:

APRIL 9/2019

Print Name:

MIKE DOBSON

Address:

5252, HWY 332.

MIDDLE LAHAVE, NS.

B4V 3L9

HB STUDIOS MULTIMEDIA LTD.

DATE:

Human Resources Manager