, 2021

Name

Email

**Re: Offer of Employment**

Clough Enercore Limited (“the Company”) is pleased to offer you employment on the terms and conditions described in this letter.

Please read this offer carefully and confirm your understanding and agreement by signing in the spaces provided.

In accordance with our recent discussions the terms and conditions of your employment are as follows:

# Purpose

You will be employed as a <title> and will perform the duties and exercise the powers outlined in the current job description for the position (See Schedule “A”). From time to time you may be required, on a temporary basis, to exercise other duties related to your position. Your place of employment shall be in Calgary, Alberta.

# Term

You will be employed effective <start date> on an indefinite term basis subject to earlier termination as set out in paragraph 11.

# Employee Obligations

You agree that in all matters affecting the conduct of the Company's business, you shall maintain a standard of conduct, which in all respects, meets the highest standard of business conduct. You shall:

1. devote your full time and attention and your best efforts during normal hours to the business and affairs of the Company;
2. not take up employment or any contract of service with anyone else, or engage in any other business operations, without the prior written consent of the Company;
3. comply with codes of conduct, policies, operating standards, procedures, guidelines, and manuals which may be established and/or varied by the Company at its sole discretion from time to time, including, without limitation, Clough's Code of Conduct and all Clough Standards;
4. obey all lawful directions of the Company as instructed from time to time;
5. not be absent from work without the Company’s prior consent (except for illness, injury or other unavoidable reasons);
6. not intentionally do anything which is or may be harmful to the Company's interests;
7. faithfully, diligently and efficiently perform the duties assigned to you from time to time;
8. comply with all applicable statutory and regulatory requirements;
9. use your best endeavors to promote and enhance the interests, welfare, business, profitability, growth and reputation of the Company; and
10. not act, or be seen to be acting, in conflict with the best interests of the Company.

You further agree to, during the course of your employment with the Company, not to:

1. accept or hold a directorship, other office, or any appointment in any other entity or body or enter a partnership (except where the Company has given written approval);
2. work for reward for any person or business other than the Company (except where the Company has given prior written approval);
3. undertake any other trade, business, profession, become an employee, agent or contractor of any other person (except where the Company has given written approval); and/or
4. except where the Company has given written approval, have any interest in another business, excluding a personal investment of not more than 0.5% of the securities of any corporation, where those securities are of a class that are listed on a stock exchange.

# Location, Travel and Secondment

You understand and agree that you may be required to work on various projects or business activities of the Company including joint ventures which the Company may enter into, which may result in you being seconded to work for and/or be employed by another legal entity, in Calgary or elsewhere.

You further understand and agree that you may be transferred to work at any of the Company’s other establishments or operational locations, whether to carry out the requirements of your position or as part of a secondment. This may include a requirement to relocate to carry out your duties. You expressly agree that such a transfer or relocation would not constitute constructive dismissal or otherwise a breach of this Agreement by the Company. If such an event, the Company will provide you with advance notice of the terms and conditions of such transfer or relocation.

# Remuneration

## Base Pay

The Company will provide you with base pay in the amount of $##.## per hour, less required statutory deductions.

## Payments

Monies owed to you will be paid <bi-weekly or monthly> by electronic funds transfer into your account with a bank or credit union in Canada as designated by you.

## Remuneration Review

The Company will review your base pay and other benefits annually. Adjustments to your base pay and provision of other benefits are at the discretion of the Company.

## Benefits

Following your probationary period, you will be entitled to participate in the Company benefit plan generally available to its employees, subject to your meeting the qualification requirements in effect. Monthly premiums are cost shared equally between yourself and the Company.

## Group Retirement Savings Plan

On <date>, you will be entitled to participate in the Company Group Retirement Savings plan generally available to its employees, subject to your meeting the qualification requirements in effect.

# Hours of Work

1. Your ordinary hours of work are an average of forty (40) ordinary hours per week, consisting of 8.75 hours of work Monday through Thursday, and 5 hours on Friday. Weekly timesheets must be completed and submitted for approval in accordance with the Company's practice. You understand and agree that you will be required to review, sign, and return the enclosed Individual [Bank Time or Overtime] Agreement. OR IF NOT ELIGIBLE FOR BANK TIME - You understand and agree that as a manager, you are not entitled to overtime or overtime pay.
2. You may arrange your hours within the guidelines set by the Company and subject to agreement from your Manager ensuring you are present and available between the core hours of 9:00 am to 3:00 pm, Monday to Thursday, or in the absence of agreement, as specified by the Company. To meet operational needs, the Company may alter the core hours by the provision of reasonable notice to you. This may include a requirement to work shift work.
3. Full-time employees are entitled to a break of at least 45 minutes Monday to Thursday, to be taken at a time suitable to the Company operations or as directed by your Manager. Breaks and time worked of your own volition during your breaks are not counted as time worked.
4. If you fail to attend work in accordance with this Agreement without reasonable explanation, you will not be entitled to receive remuneration or to accrue vacation or leave of absence for the period of the unauthorized absence.
5. Depending on the Company's operational needs, the Company may require you to take time off. This can be done using accrued vacation time, bank time, or time off without pay. You agree that, in such an event, such reduced work hours (and reduced compensation) would not constitute a breach of this Agreement or a constructive dismissal of your employment by the Company. If your work hours are reduced, you understand and acknowledge that the following may occur:
6. you will continue to accrue vacation time, but only on the hours you work within the month;
7. wage-based benefits which you may participate in, including weekly indemnity and long-term disability benefits, may be reduced based on your average earnings (as defined in the terms and conditions of such benefit plans).

# Vacation, General Holidays and Sick Days

## Vacation

You will be entitled to ### hours of paid vacation per year, accrued monthly. The Company will make efforts to accommodate your request to take vacation at a time you prefer. You agree to schedule vacation with regard to the operational needs of the Company and the need for the timely performance of your responsibilities.

In the event that your employment and this Agreement are terminated, and you have taken a number of vacation days in excess of the number actually accrued, you agree that the Company may withhold and deduct from your final paycheque the pay associated with the vacation days used but not accrued.

## General Holidays

The Company observes General Holidays and you will receive General Holiday pay in accordance with the Code.

## Sick Time

You will be entitled to 40 hours of paid sick leave per calendar year. Unused sick days cannot be banked or carried forward into subsequent years. Paid sick time is only to be used for health or medical related absences, such as when you are unable to perform your employment duties for health or medical reasons. The Company may require you to provide proof of the health or medical condition in relation to any paid sick days used.

# Health, Safety and Environment

You are required to take reasonable care to ensure your own health and safety at work and to avoid adversely affecting the health or safety of any other person through any act or omission at work.

As part of this obligation you must comply with the Company’s policies for health, security, safety and environment, sustainability and community, as amended from time to time. These policies are available online and from the Company’s HSSE Department. You may also be required to attend health, safety and environmental training courses and inductions from time to time. Additionally, you are required to comply with any applicable policy or procedure of any client of the Company that may apply to a work site that you attend during the course of your employment as notified to you from time to time.

You may at any time be required to undergo a medical examination, including but not limited to testing for alcohol or other drug use. The Company may obtain and use the results of these examinations for any reasonable purpose relating to your employment.

Except where exemption is given on the grounds of religious belief, you may be required to comply with any medical travel requirements to safely travel to countries outside of Canada, including but not limited to inoculations.

# Computer and Network Surveillance

The Company monitors computer and network use by employees on an ongoing and regular basis to ensure compliance with relevant laws and Company policies, operating standards, procedures, guidelines and manuals. The Company may at any time access, monitor, filter and record any communication or information developed, used, received, stored or transmitted by you using Company resources. Filtering systems may be installed in the Company’s network, which restrict the flow of certain types of material, including e-mails and viruses, in and out of the network. Accordingly, some e-mail traffic may be blocked. You understand and agree that inappropriate or illegal use of the Company's computer and network may be grounds for disciplinary action, including and up to termination.

# Payment of Debts Owed

If the Company makes an overpayment, advances money to you for any reason, you make purchases with the Company's credit card and the expenditure of that money is not substantiated or the money is not repaid, or you have been party or privy to any misappropriation of monies belonging to the Company or any client of the Company, you acknowledge a debt to the Company for the relevant amount. In such an event, you agree that the Company will be entitled to deduct such amounts owing by you to the Company from any amounts payable by the Company to you, including payment of the Base Salary, vacation pay and/or holiday pay, and this Agreement shall represent your express written consent for the Company to make such deductions.

# Termination

In this Agreement, "**Termination Date**" means your last day actively at work for the Company, regardless of the reason for cessation of employment.

## Termination by Employee

You may terminate this Agreement and your employment at any time by providing the Company with two (2) weeks' advance written notice of the Termination Date.

## Termination by the Company for Just Cause

For purposes of this Agreement, "**Just Cause**" shall include, but are not limited to:

1. willful misconduct or gross negligence in the performance of your duties under this Agreement;
2. failure to perform your duties and responsibilities or to follow the lawful directives of the Company (other than as a result of death or Disability);
3. willful disclosure of Confidential Information or private information regarding the Company, aiding a competitor of the Company, or misappropriation of a business opportunity of the Company;
4. indictment for, conviction of, or pleading of guilty to, an indictable offence or any crime involving moral turpitude;
5. any material act of theft, embezzlement, fraud, malfeasance, dishonesty or misappropriation of the Company's property;
6. a breach of a material provision of this Agreement or a gross violation of the Company's code of conduct or other written policy;
7. demonstrating that you are incapable of performing the inherent requirements of the position you hold; and
8. any other conduct or behaviour which constitutes just cause at law.

The Company may terminate this Agreement and your employment immediately for Just Cause upon written notice to you of the Termination Date. In such an event, the Company will pay to you all accrued but unpaid amounts payable under this Agreement, and will have no further obligation to you, either statutory, at common law, under contract or otherwise.

## Termination by the Company Without Just Cause

The Company may terminate this Agreement and your employment at any time for a reason other than Just Cause by providing you with written notice of the Termination Date, calculated as the duration mandated by Employment Standards plus an additional one (1) week for each full year of employment between the Start Date and the Termination Date, up to a maximum of twelve (12) weeks (the "**Notice Period**"). Alternatively, the Company may, in its sole discretion, elect to provide you with payment in lieu of such working notice in the amount of your wages for the Notice Period, less required statutory deductions ("**payment in lieu**"), or a combination of working notice and payment in lieu so as to ensure that you receive an amount equal to the prorated wages that you would have earned had you continued to work to the end of the Notice Period.

You understand and agree that the working notice or pay in lieu of working notice, or combination thereof, shall be full and complete satisfaction of any and all outstanding obligations owing from the Company to you, pursuant to the common law, the *Code* or any other applicable legislation. You further understand and agree that in exchange for any payment to you that exceeds the *Code*, you will be required to execute and provide to the Company a full and final release in a form satisfactory to the Company.

## Return of Company Property

Upon the termination of your employment and this Agreement for whatever reason, you will return in good order to the Company any Property of the Company within your control or possession. "**Property**" includes, but is not limited to all physical items, confidential information and documentation of any description (whether in physical or electronic form) owned by or relating to the Company or its clients.

# No Breach of Obligations to Others

You acknowledge that your employment with the Company is based on representations by you that you are not bringing to the Company nor will you use in the performance of your duties and functions with the Company any confidential materials or property of any third party, including any of your former employers (with the exception of Enercore Projects Ltd). You further acknowledge and represent that you are not a party to any agreement with or bound by any legal obligation to any third party, including your former employers (with the exception of Enercore Projects Ltd.), that conflict with any of your obligations to the Company under this Agreement.

# Non-Solicitation – ONLY REQUIRED FOR SPECIFIC JOBS AT LEVEL D3+ OR BUSINESS DEVELOPMENT

## Restricted Period

For a period of six (6) months following the Termination Date (the "**Restricted Period**"), you agree not to, directly or indirectly, personally or in conjunction with any other person, firm, corporation, or entity, engage in any of the following acts, anywhere in (i) Alberta, (ii) British Columbia, (iii) Saskatchewan, or (iv) any other Province or Territory of Canada in which the Company has conducted business during the three (3) year period preceding the Termination Date:

1. solicit, service, sell to, or receive any business from clients or customers who you knew or ought to have known were clients or customers of the Company as of the Termination Date, or attempt to do so;
2. solicit, induce, influence, encourage, or facilitate any of the employees or independent contractors of the Company who you knew or ought to have known were employees, consultants or independent contractors of the Company as of the Termination Date (collectively, the "**Restricted Employees**"), to leave the employment of or relationship with, or otherwise materially change such employment or relationship with, the Company, or attempt to do so; and
3. retain, hire, or cause to retain or hire, in any capacity, any of the Restricted Employees.

## Reasonableness of Restrictions

In respect of any covenants and restrictions set out in this Clause, you acknowledge and agree that:

1. such covenants and restrictions are reasonable and valid with respect to their duration, geographical area and scope of restriction, and are reasonably necessary for the protection of the interests of the Company;
2. a breach by any person of such covenants and restrictions would result in irreparable harm to the Company's business interests such that the Company could not adequately be compensated for such harm by monetary damages only, and the Company, in addition to all remedies allowable under the law, shall be entitled, either on its own initiative or with such others as they may decide, to appropriate and any available remedies including, an interim, interlocutory or permanent injunction, restraining order, decree or otherwise as may be appropriate to ensure compliance with the provisions contained in this Agreement and;
3. such covenants and restrictions shall be severable from this Agreement and shall subsist notwithstanding the termination of this Agreement and your employment for any reason.

# Entire Agreement

This Agreement, along with your Individual Overtime Agreement, your Individual Averaging Agreement, and the Confidentiality Agreement constitute the entire agreement between yourself and the Company and supersede and replace any and all other representations, understandings, negotiations and previous agreements, written or oral, express or implied, including, but not limited to, any prior offers or contracts of employment, between yourself and the Company.

# Independent Legal Advice

You acknowledge that you have had the time and opportunity to obtain independent legal advice with respect to the execution of this Agreement, or have waived that opportunity, and that you have read, understand and agree with all of the terms and conditions contained in this Agreement.

# Severability

Any provision of this Agreement which is or becomes illegal, void or unenforceable in any jurisdiction is severable and such provision will be ineffective in that jurisdiction to the extent of the illegality, voidness or unenforceability and will not invalidate the remaining provisions of this Agreement nor affect the validity or enforceability of that provision in any other jurisdiction.

# Assignment

This Agreement may not be assigned by either party hereto, without the express written consent of the other party.

# Governing Law

This Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein, and the Parties agree to attorn to the exclusive jurisdiction of the courts in the Province of Alberta and all courts of appeal therefrom.

We are excited to have you as part of our team and we look forward to your contributions to Clough Enercore Limited.

Sincerely,

**Clough Enercore Limited**

Mona DeRose

Manager, Human Resources

I have read, understand and having had a reasonable opportunity to obtain legal advice hereby voluntarily accept the terms of employment described above as constituting a binding employment agreement between me and Clough Enercore Limited.

**ACCEPTANCE:**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name

**SCHEDULE “A”**

**JOB DESCRIPTION**

**CONFIDENTIALITY, CONFLICT OF INTEREST AND**

**OWNERSHIP OF INFORMATION AGREEMENT**

This Agreement made as of the Xst Day of Month, 2021

**BETWEEN:**

**CLOUGH ENERCORE LIMITED** (“Company”)

**- And -**

**[NAME]** (“Employee”)

**WHEREAS** the parties hereto agree that it is in their mutual interest to enter into a business relationship;

**AND WHEREAS** the parties agree that to do so it is necessary and desirable for them to enter into this Confidentiality, Conflict of Interest and Ownership of Information Agreement.

**NOW THEREFORE** in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration provided to the Employee, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

# 1 CONFIDENTIALITY AND OWNERSHIP OF INFORMATION

* 1. The Employee acknowledges that they will acquire information which is confidential to the Company and is its exclusive property. This information (the “Confidential Information”) includes but is not limited to the following:

Trade secrets including but not limited to the Clough Enercore Limited Technology;

Lists of present and prospective customers and buying habits;

Purchase requirements;

Pricing and sales policies and concepts;

Financial information;

Business plans, forecasts and market strategies;

Discoveries, inventions, research and development, formulas, applications and technology;

List of present and prospective trades, contractors, sub-contractors and consultants;

Knowledge of individual employee’s skills, experience, expertise and competence;

Knowledge of individual customer contact personnel and decision makers, their contact information, needs, habits and preferences.

Any secret, trade secret, or engineering and technical know-how, process, computer software and related material owned, licensed or marketed by the Company or its clients, marketing strategies, customer requirements, customer lists, employee’s compensation, methods or doing business, financial affairs of the Company and other business information belonging to the Company;

Such information as a director, officer, manager or senior employee of the Company may from time to time designate to the Employee as being Confidential Information.

* 1. The Employee acknowledges the Confidential Information could be used to the detriment of the Company and disclosure could cause the Company irreparable harm. Accordingly, the Employee undertakes to treat all Information with the utmost confidentiality and not disclose it to any third party or to use it for any purpose during or after the Employee’s employment, except as may be necessary in the proper discharge of the Employee’s duties, or with the prior written permission of the President of the Company.
  2. The Employee shall promptly disclose in writing to the Company all improvements, inventions, designs, ideas, copyrightable works, discoveries, trademarks, copyrights, trade secrets, formulas, processes, techniques, know-how, and data pertaining to the Enercore Technology (all collectively referred to as “Inventions”), made or conceived or reduced to practice or learned by the Employee during the term of the Employee’s employment, whether or not patentable, either alone or jointly with others, which are related to or useful in the actual or anticipated business of the Company or result from the tasks assigned to the Employee by the Company or result from the use of premises or equipment owned, leased or contracted for or by the Company. The Employee agrees that all such Inventions shall be the exclusive property of the Company and the Company shall be the sole owner of all patents copyrights and other rights in connection therewith. The Employee waives any moral rights he may have by virtue of the Copyright Act (Canada) or similar law.
  3. All notes, data, tapes, reference items, sketches, drawings, memoranda, records, diskettes, formula, processes and other materials which are repositories of any of the Information or Inventions relating to the Company’s business which were produced by the Employee or came into the Employee’s possession through the Employee’s employment, (the “Materials”) belong exclusively to the Company. The Employee agrees to turn over to the Company all copies of any Materials in the Employee’s possession or under the Employee’s control, forthwith, at the request of the Company and in any event the Employee agrees to turn over all copies of any Materials in the Employee’s possession on the termination of the Employee’s employment with the Company whether the Employee’s employment is terminated by the Employee or the Company, with or without cause.

**2 CONFLICT OF INTEREST**

2.1 The Employee agrees that he will not directly or indirectly accept or offer gifts, bribes, goods, or services (“gifts”) that fall outside routine business practices where such gifts may influence or be perceived as an attempt to influence a customer, potential customer, supplier, potential supplier, regulator or government agency. Where the Employee has any doubt as to whether a gift falls outside routine business practice he must seek advice and direction from his immediate supervisor or the Company President.

2.2 The Employee represents that he has no other business interests and is not currently involved as an owner, employee, partner, consultant or advisor in any business or non-profit organization which has not been disclosed to the Company. Ownership of less than 5% of the shares of a publically traded company shall not be considered to be a business interest which is covered by this provision.

2.3 During the course of his employment with the Company the Employee agrees that he will not become self-employed, or accept employment, consulting assignments, board appointments or serve in an advisory capacity to any company, partnership, business or not for profit organization without the prior written consent of the President of the Company.

**3 INJUNCTIVE RELIEF**

3.1 Employee agrees that the Company has a material interest in maintaining the confidentiality of its Confidential Information, Inventions and Materials and preserving the relationships it has developed with its customers, trades, contractors, sub-contractors, employees and consultants against impairment by activities of a former employee. Accordingly, the Employee agrees the restrictions and covenants contained in paragraph (1) “Confidentiality and Ownership of Information”, and paragraph (2) “Conflict of Interest” are reasonably required for the protection of the Company’s goodwill and by signing this Agreement, the Employee agrees that the Company is entitled to enforce such restrictions and covenants by means of temporary and permanent injunctive relief as well as other remedies which the Courts may consider appropriate.

**4 GENERAL**

4.1 This Agreement shall be governed by the laws in force in the Province of Alberta. If any provision of this agreement is wholly or partially unenforceable, for any reason, such unenforceable provision or part thereof, shall be deemed to be omitted from this agreement without in any way invalidating or impairing the enforcement of any of the other provisions of this agreement.

4.2 The rights, duties and obligations under this Agreement shall survive the termination of the Employee’s term of service to the Company and shall inure to the benefit of and be binding upon the Employee’s heirs and personal representatives as well as the successors and assigns of the Company.

4.3 The Employee has read and understood this Agreement and acknowledges having received an opportunity to obtain independent legal advice prior to signing this Agreement.

4.4 The Employee acknowledges having received a fully executed copy of this Agreement.

The parties hereto have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_\_, 2021.

|  |  |  |
| --- | --- | --- |
|  |  |  |
| Mona DeRose  Clough Enercore Limited |  | Name  Employee |