

EMPLOYMENT AGREEMENT

This Employment Agreement (the "**Agreement**") is made effective the 16th day of November, 2020

BETWEEN:

TRAVEL ALBERTA

A corporation pursuant to the *Travel Alberta Act*
(the "**Employer**")

- and -

David Goldstein

(the "**Employee**")

WHEREAS:

The Employer has the authority to employ an individual as Chief Executive Officer (CEO) of Travel Alberta (the "**Employer**");

The Employee is a "designated executive" pursuant to the *Reform of Agencies, Boards and Commissions Compensation Act* ("**RABCCA**");

The Employer and the Employee have agreed to enter into a fixed term employment agreement, which replaces any and all previous agreements between the parties;

NOW THEREFORE in consideration of the mutual covenants and agreements contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the Employer and the Employee agree as follows:

1. POSITION AND TERM

1.1 The Employer will employ the Employee in the position of CEO of the **Employer** (the "**Position**").

1.1.1. Department classification is under review pending mandate change.

1.2 The Employee will report to the Board of Directors of the Employer (the "**Board**").

1.3 Employment will start on November 16, 2020 and will continue until the end of the day on November 13, 2026 (the "**Term**") unless terminated earlier in accordance with this Agreement. This Agreement is for a fixed term and will not be combined with any prior employment agreements between the Employer and the Employee to create a contract of indefinite duration.

2. SECURITY CLEARANCE

2.1 As a condition precedent to this Agreement, the Employee agrees to undertake a security clearance in accordance with the requirements of the Employer and the terms set out in Clause 2.2. If the Employer, in its sole discretion, finds the security screening to be unsatisfactory, this Agreement is void.

- 2.2 The Employee consents to the disclosure and release of personal information by the Employer for the purposes of conducting a security clearance to determine the Employee's suitability for employment. If additional consent is required, the Employee will provide the necessary consent to release personal information to the Employer when requested to enable disclosure to third parties the Employer deems necessary to assist in obtaining the security clearance.

3. CONDUCT

- 3.1 The Employee will perform the duties of the Position and all additional duties as directed by the Employer from time to time (collectively, the "**Duties**"). The Employee will perform and discharge the Employee's Duties in a manner that is in the best interests of the Employer and in accordance with its objectives as determined by the Board.
- 3.2 The Employee agrees to devote the Employee's full attention and energy to the performance of the Duties and to perform the Duties, diligently and to the best of the Employee's abilities. The Employee will not be involved in any appointment, business, undertaking or employment other than employment under this Agreement ("**Concurrent Employment**") except with the prior written approval of the Employer or the Ethics Commissioner. The Employer reserves the right to revoke approval for Concurrent Employment in its sole discretion.
- 3.3 The Employee agrees to comply with the Travel Alberta's Code of Conduct established by the Employer, as amended from time to time, all applicable legislation, and all other directives, guidelines, rules and policies of the Employer respecting the performance of the Duties and the conduct of employees generally, including but not limited to rules governing conflicts of interest and restrictions on Concurrent Employment.
- 3.4 The Employee acknowledges that during the Term, the Employer and the Position will be subject to provisions of the *Conflicts of Interest Act*. The Employee will comply with all applicable restrictions and obligations outlined in the *Conflicts of Interest Act* and any related regulations, directives, and guidelines, as amended, including but not limited to restrictions on post-employment, Concurrent Employment, furthering private interests, using influence or insider information, and holding public securities, as well as obligations concerning financial disclosure and disclosure of real or apparent conflicts of interest.

4. COMPENSATION

- 4.1 The Employer will pay the Employee an annual base salary of \$249,000.00 (the "**Base Salary**") less required deductions and withholdings, payable in accordance with the Employer's regular payroll services.
- 4.2 The Employee's salary will be paid on the 15th and last business day of each month, and the Employee is required to participate in Travel Alberta's direct payroll deposit. Semi-monthly pay will be electronically transferred to an account at a financial institution of the Employee's choice. Travel Alberta reserves the right to amend or terminate its compensation plans and programs from time to time, in its sole discretion, and without advance notice.

4.3 The Base Salary is subject to review and adjustment during the Term, in accordance with any policies issued by the Employer, and in a manner that is consistent with RABCCA, the *Reform of Agencies, Boards and Commissions Compensation Regulation* (the “**Regulation**”) and any related directives and guidelines, as amended.

5. NO OTHER RIGHTS OR BENEFITS

5.1 The Employee will not be entitled to any of the rights or benefits afforded to employees of the Employer, except as provided in this Agreement.

6. BENEFITS

6.1 The Employee is eligible for paid annual vacation leave of twenty-five (25) days. This period includes twenty (20) days in accordance with the vacation policy of Travel Alberta plus five (5) additional days in respect of the Employee’s faith. Should the Employee take annual vacation time before it accrues, the Employee will be responsible for repaying any advanced vacation pay received that has not been earned by the date of termination if they Employee’s employment with Travel Alberta is severed for any reason.

6.2 The Employee is also eligible for the following leaves, which are subject to the rules and requirements of the Employer’s policies:

6.2.1. Paid holidays

6.2.2. Special leave

6.2.3. Casual illness

6.2.4. General illness

6.2.5. Approved leaves of absence

6.2.6. Christmas closure

6.3 The Employee may participate in Travel Alberta’s benefits program in accordance with the formal plan documents and applicable policies. All eligibility and coverage issues relating to this program will be determined by the administrator of the program. The Employer will not have any liability in respect of eligibility or coverage decisions. The Employer will have the right to make changes to this program or obtain different coverage without providing the Employee with prior reasonable notice.

6.4 The Employee will be provided with a reserved parking stall, which will be treated as a taxable benefit at current market value.

7. RETIREMENT BENEFITS

7.1 Effective as of the start date of the Term, the Employee may participate in the Management Employees Pension Plan in accordance with the formal plan documents, and applicable legislation and policies.

- 7.2 Should the Employee cease to be eligible to contribute to the Management Employees Pension Plan, no further compensation will be provided in lieu of this benefit.
- 7.3 The Employee may also participate in the Supplementary Retirement Plan (SRP) as of the effective date.

8. VEHICLE ALLOWANCE

- 8.1 The Employer will provide the Employee with a semi-monthly vehicle allowance in the amount of \$250.00, less required deductions and withholdings, payable in accordance with the Employer's regular payroll services. This allowance is not pensionable.

9. BUSINESS EXPENSES

- 9.1 The Employee may be reimbursed for reasonable expenses incurred while performing the Duties. Reimbursement of expenses will be in accordance with the Treasury Board *Travel, Meal and Hospitality Expenses Directive* (with the exception of section 3(2) of the Directive).

10. RELOCATION EXPENSES

- 10.1 The Employee is eligible for reimbursement of relocation expenses and allowances in accordance with Travel Alberta's relocation policy, up to a maximum of \$25,000.00.
- 10.2 If the Employee's employment with the Employer under this agreement is terminated, the Employee will repay the amount reimbursed according to Travel Alberta's relocation policy. If the Employee has not repaid the said amount on the effective date of termination, the Employer may subtract the remaining balance from any amount that is owing to the Employee by the Employer upon termination.

11. PROFESSIONAL DEVELOPMENT

- 11.1 Subject to the prior approval of the Board, and where appropriate for the nature of the Duties, the Employer will pay on behalf of the Employee or reimburse the Employee for the costs of the following:
 - 11.1.1. The Employee's membership in professional and industry organizations; and
 - 11.1.2. The Employee's attendance at conferences, seminars or professional development programs.

12. PROBATION

- 12.1 The probationary period is waived for this Employee.

13. TERMINATION FOR JUST CAUSE

- 13.1 The Employer may terminate this Agreement and the Employee's employment under this Agreement for just cause at any time during the Term. For the purposes of this

Agreement, just cause includes but is not limited to: theft, fraud, dishonesty, failure to disclose requested information, breach of fiduciary duties, conduct contrary to or in breach of any obligation under Clause 3 (Conduct), Clause 17 (Notification of Criminal Charge), or Clause 20 (Confidential Information), or any matter that would constitute just cause for termination of employment at common law (“**Just Cause**”).

- 13.2 In the event of termination for Just Cause, no notice or pay in lieu of notice will be provided to the Employee.

14. TERMINATION WITHOUT JUST CAUSE

- 14.1 The Employer may terminate this Agreement and the Employee’s employment under this Agreement without Just Cause at any time during the Term. In the event of termination without Just Cause, the Employee will receive four (4) weeks’ written notice for each full year of continuous service, calculated in accordance with section 7 of the Regulation, to a maximum of fifty-two (52) weeks (the “**Notice Period**”). The parties agree that the start date for determining continuous service is November 16, 2020.

- 14.2 In lieu of notice, the Employer may, in its sole discretion, pay the Employee an amount equal to the Base Salary for the Notice Period or provide a combination of notice and pay in lieu of notice.

- 14.3 Where the Employer is providing pay in lieu of notice to the Employee, the Employer will pay an additional amount equal to the cost to the Employer for the benefits the Employee was receiving before termination to a maximum of sixteen (16) percent of the amount paid in lieu of notice in accordance with section 7(2)(b) of the Regulation.

- 14.4 Upon receipt of notice, pay in lieu of notice, or any combination of notice and pay in lieu of notice, the Employee agrees to sign a restrictive agreement and release that includes at least the following terms in substantially the same form as below:

14.4.1. If, during the Notice Period, the Employee is employed or retained, directly or indirectly, on a fee for service basis by the Crown, a public agency as defined in RABCCA, or an entity where such employment or contractual arrangement is in violation of the *Conflicts of Interest Act*, then the Employee will repay the Employer forthwith at the completion of the Notice Period a portion of the amount paid pursuant to Clause 14 of the Agreement equal to the gross compensation paid by the Crown, public agency, or other entity during the Notice Period, in addition to any fine imposed or restitution ordered under the *Conflicts of Interest Act*.

14.4.2. The Employee agrees that the conditions in this restrictive agreement and release are reasonable and agrees to accept pay in lieu of notice in full satisfaction of any claims or actions, including any complaints under the *Employment Standards Code* or the *Alberta Human Rights Act*, that the Employee may have arising out the employment under the Agreement or the termination of the Employee’s employment under the Agreement. The Employee expressly agrees not to make any claims, file any complaints or commence an action for any amounts beyond the amounts set out in this restrictive agreement and release.

15. TERMINATION BY EMPLOYEE

- 15.1 The Employee may terminate the Employee's employment under this Agreement by providing at least eight (8) weeks' written notice to the Employer. If the Employee gives notice in accordance with this Clause, the Employer reserves the right to waive all or part of the notice provided by the Employee, in which case the Employee will be paid the Base Salary during the waived period.
- 15.2 This Agreement will automatically end on the death of the Employee and no notice or pay in lieu of notice will apply.

16. NEW AGREEMENT

- 16.1 The Employer will provide the Employee with eight (8) weeks' notice prior to the end of the Term regarding its intentions to reappoint the Employee to the Position. In the event the Employee is reappointed to the Position, the Employee will be subject to a new agreement.

17. NOTIFICATION OF CRIMINAL CHARGE

- 17.1 The Employee will immediately notify the Employer if the Employee is charged with any offence under the *Criminal Code* (Canada) or the *Controlled Drugs and Substances Act* (Canada), or if charged with an offence under provincial or municipal legislation.

18. EMPLOYER POLICIES AND PROCEDURES

- 18.1 The Employee will be subject to the policies and procedures of the Employer, currently in place or as may be established from time to time, except to the extent of any conflict with the provisions of this Agreement. In the event of a conflict between this Agreement and the policies and procedures of the Employer, this Agreement will govern.

19. MATERIALS

- 19.1 All documents, records, manuals, software, and other materials pertaining to or used in connection with the business of the Employer, regardless of form, other than publicly available materials, (the "**Materials**") that come into the Employee's possession or control during the Employee's employment will, at all times, be and remain the property of the Employer.
- 19.2 The Employee will not make copies or reproductions of the Materials for the Employee's own use, or for the use of a third party. Upon termination or expiry of this Agreement, or upon request of the Employer, the Employee will immediately return all Materials to the Employer.

20. CONFIDENTIAL INFORMATION

- 20.1 Confidential information includes any information acquired, developed or produced by the Employee in connection with the performance of the Duties under this Agreement or any prior employment agreement with the Employer, whether in writing or not, that is not

generally known to the public, and which could, if used or disclosed, cause damage, embarrassment, loss of reputation, or other harm to the Employer (“**Confidential Information**”). The Employee will not use or disclose any Confidential Information unless specifically approved by the Employer or expressly permitted or required by law.

- 20.2 This duty not to disclose Confidential Information is in addition to the common law duty of confidentiality.
- 20.3 The Employee acknowledges and agrees that the Employee’s obligations of confidentiality owed to the Employer will survive the termination of this Agreement.

21. INJUNCTIVE RELIEF

- 21.1 The Employee acknowledges the value of Confidential Information to the Employer. The Employee further acknowledges that any material breach or threatened breach of any of the provisions contained in Clause 20 by the Employee may cause material and irreparable harm to the Employer that may not be reasonably or adequately compensated for by damages in an action at law.
- 21.2 The Employee agrees that in the event of a breach or threatened breach of any of the provisions of Clause 20, the Employer will be entitled to an injunction, in addition to any other remedies it may be entitled to at law and in equity.

22. INTELLECTUAL PROPERTY

- 22.1 Intellectual property means any work, information, records or materials, regardless of form, and all intellectual property rights therein, including copyright, patents, patent applications, industrial designs and trademarks that are developed, produced or acquired by the Employee in connection with the performance of the Duties (the “**Intellectual Property**”). All rights, title and interest in and to all Intellectual Property will belong solely to the Employer.
- 22.2 The Employee waives all moral rights in any copyrighted works authored or coauthored by the Employee in the performance of the Duties and the Employee’s obligations under this Agreement. The Employee will execute a written waiver of moral rights in any copyrighted works authored or coauthored by the Employee immediately upon the request of the Employer.
- 22.3 The Employee will execute such assignment and other documents as are required by the Employer to transfer all right, title and interest in and to all Intellectual Property to the Employer. In the event that the Employee fails to execute such assignment and other documents within ten (10) business days after a written request from the Employer, the Employee appoints the Employer as the Employee’s attorney to execute such assignment and other documents on behalf of the Employee.
- 22.4 The Employee will cooperate and render all assistance as may be reasonably requested by the Employer with respect to any applications, filings, or actions in relation to the Intellectual Property, including any applications for letters patent or for copyright or trademark registration, and any legal action or potential legal action that relates to the

Intellectual Property. The Employer will reimburse the Employee for all reasonable expenses for such cooperation and assistance.

23. NOTICE OF PUBLICATION AND DISCLOSURE

23.1 The Employee agrees that this Agreement and any records and information created or collected pursuant to the Employee's employment (including but not limited to the Employee's name, classification, salary, benefits and employment responsibilities) may be disclosed by the Employer. Decisions about disclosure are in the Employer's sole discretion and are subject to the law and any applicable policies of the Government of Alberta including, but not limited to, the *Public Sector Compensation Transparency Act*, and any related regulations, directives and guidelines.

24. ENTIRE AGREEMENT

24.1 This Agreement, including any schedules, is the entire agreement between the parties with respect to its subject matter and supersedes all previous agreements, negotiations or arrangements. There are no terms, conditions, commitments, representations or warranties except as contained in this Agreement.

24.2 The parties acknowledge and agree that there may be other enactments, administrative directives and Orders in Council that also impose rights, duties and obligations on the parties and that may be amended from time to time without notice to the Employee. In the event of a conflict between this Agreement and any enactments, administrative directives or Orders in Council, the enactments, administrative directives and Orders in Council govern.

24.3 Acts, regulations, directives, codes, policies, authorities and guidelines referred to in this Agreement may be amended, repealed or replaced from time to time without notice to the Employee.

25. SURVIVAL OF TERMS

25.1 Despite any other provision of this Agreement, those clauses that by their nature continue after the termination or expiry of this Agreement will continue after such termination or expiry, including:

25.1.1. Clause 3 Conduct

25.1.2. Clause 14 Termination without Just Cause

25.1.3. Clause 19 Materials

25.1.4. Clause 20 Confidential Information

25.1.5. Clause 21 Injunctive Relief

25.1.6. Clause 22 Intellectual Property

25.1.7. Clause 23 Notice of Publication and Disclosure

25.1.8. Clause 27 Severability

25.1.9. Clause 28 Waiver

26. AMENDMENT

26.1 The parties may by mutual agreement make written amendments to this Agreement.

27. SEVERABILITY

27.1 If a term or condition of this Agreement is found to be invalid, illegal or unenforceable by a court of competent jurisdiction, that term or condition is deemed to be severed and the remaining terms and conditions of this Agreement continue to operate.

28. WAIVER

28.1 The failure of either party to enforce any provisions in this Agreement will not be construed as a waiver or limitation of that party's right to subsequently enforce or compel strict compliance with every provision of this Agreement. Waiver by either party of any breach by the other party of any terms or conditions of this Agreement will not operate as a waiver of any other breach or default.

29. NOTICES, APPROVALS AND REQUESTS

29.1 Notices, approvals and requests referred to in this Agreement will be in writing and, if under Clauses 13, 14, 15, 16, 17, 20 and 23 will be personally delivered or sent by recorded mail to the Employer or Employee at the address provided below:

TO THE EMPLOYER:

Travel Alberta
400-1601 9th Ave SE
Calgary, Alberta T2G 0H4
Attention: Linda Heathcott, Chair, Board of Directors
Email: Linda.Heathcott@sprucemeadows.com

TO THE EMPLOYEE:

David Goldstein
201-1789 Metcalfe Street
Ottawa, ON K2P 0W1
Email: flyinggoldstein@gmail.com

and are deemed to have been provided as follows:

29.1.1. If personally delivered, upon delivery; or

29.1.2. If by recorded mail, on the third day after mailing.

29.2 Notices, approvals and requests other than those listed in Clause 29.1 may be provided in accordance with Clause 29.1 or by email. If provided by email, notices, approvals and

requests are deemed to have been provided seventy-two (72) hours after the time of sending.

- 29.3 The contact information for notices, approvals and requests may be changed by notice to the other party in accordance with Clause 29.2.

30. JURISDICTION

- 30.1 This Agreement will be interpreted in accordance with the laws in force in the Province of Alberta. The parties agree to submit to the jurisdiction of the courts of the Province of Alberta.

31. HEADINGS

- 31.1 The headings in this Agreement have been included for convenience only and do not define, limit or enlarge the scope or meaning of this Agreement or any part of it.

32. SINGULAR/PLURAL

- 32.1 In this Agreement, words in the singular include the plural and words in the plural include the singular.

33. BINDING

- 33.1 This Agreement will be binding on and will enure to the benefit of the parties and their respective successors, assigns, heirs and legal representatives.

34. INDEPENDENT LEGAL ADVICE

- 34.1 The Employee acknowledges and agrees that the Employee was advised by the Employer to obtain independent legal or other professional advice. By signing this Agreement, the Employee agrees the Employee had the opportunity to seek independent legal or other professional advice and has either obtained such advice or has waived the right to obtain such advice.

35. COUNTERPARTS

- 35.1 This Agreement may be executed in counterparts, in which case the counterparts together constitute one agreement, and in which case communication of execution by emailed PDF will constitute delivery.

EMPLOYMENT AGREEMENT – DAVID GOLDSTEIN

This Agreement is signed by the parties and is effective as of the date at the beginning of this Agreement.

TRAVEL ALBERTA, as represented by
the Chair of the Board of Directors, Travel
Alberta



Signature

Linda Heathcott

Name

Chair, Board of Directors, Travel Alberta

Title

Nov 2, 2020

Date

EMPLOYEE



Signature

David Goldstein

Name

Nov 3, 2020

Date

WITNESS

Signature

Name

Date