

## EMPLOYMENT AGREEMENT

This Employment Agreement (the "Agreement") is made effective the 20 day of DECEMBER, 2017

### BETWEEN:

**ALBERTA PETROLEUM MARKETING COMMISSION**  
a corporation pursuant to the *Petroleum Marketing Act*  
(the "Employer")

- and -

**ADRIAN BEGLEY**  
(the "Employee")

### WHEREAS:

The Employer has the authority to appoint an individual to be its Chief Executive Officer (the "Position");

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

The Employer and the Employee have agreed to enter into a fixed term Employment Agreement.

The Employer and the Employee agree as follows:

#### 1. POSITION & TERM

- 1.1. The Employer will employ the Employee in the Position.
- 1.2. The Employee will report to the Board of Directors of the Employer (the "Board").
- 1.3. Employment will start on December <sup>19<sup>th</sup></sup> ~~20~~, 2017 and will continue until the end of the day on December <sup>20<sup>th</sup></sup> ~~20~~, 2023 (the "Term") unless terminated earlier in accordance with this Agreement. This Agreement is for a fixed term and it will not be combined with any prior employment agreements between the Employer and the Employee to create a contract of indefinite duration.
- 1.4. As a condition precedent to this Agreement, the Employee agrees to undertake a security clearance in accordance with the requirements of the Employer.
- 1.5. 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

## EMPLOYMENT AGREEMENT – ADRIAN BEGLEY

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.

- 1.6. If the Employer, in its sole discretion, finds the security screening to be unsatisfactory, this Agreement is void.

### 2. CONDUCT

- 2.1. The Employee will perform the duties of the Position and all additional duties as directed by the Employer. The Employee will perform and discharge his duties in a manner which is in the best interests of the Employer and in accordance with its objectives as determined by the Board.
- 2.2. The Employee agrees to devote his full attention and energies to the performance of his duties and to perform such duties faithfully, diligently and to the best of his abilities. The Employee will not be involved in any appointment, business, undertaking or employment other than his employment under this Agreement ("Concurrent Employment") except with the prior written approval of the Employer or the Ethics Commissioner, should applicable legislation so require. The Employer reserves the right to revoke approval for Concurrent Employment in its sole discretion.
- 2.3. The Employee acknowledges that in his capacity as an officer of the Employer he owes certain fiduciary duties to the Employer that exist during and survive the termination of this Agreement, and notwithstanding any provision of this Agreement, such fiduciary duties are not thereby restricted, abridged or altered.
- 2.4. The Employee agrees to comply with the *Code of Conduct* established by the Employer, as amended from time to time, and all other Acts, regulations, directives, guidelines, rules and policies that the Employer may be subject to respecting the performance of the Position or the conduct of employees generally, including but not limited to rules governing conflicts of interest and restrictions on Concurrent Employment.
- 2.5. The Employee acknowledges that during the Term, the Employer and his Position may be designated as subject to provisions of the *Conflicts of Interest Act*. Upon any such designation, the Employee will comply with all restrictions and obligations outlined in the *Conflicts of Interest Act* and any related regulations, directives, and guidelines, 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.

### 3. COMPENSATION

- 3.1. The Employee will be paid a biweekly base salary of \$11,561.69 (the "Base Salary") less required deductions and withholdings, payable in accordance with the Employer's regular payroll services.
- 3.2. The Employee acknowledges and agrees that his Base Salary is subject to review and adjustment during the Term, in accordance with guidelines issued by the Employer, and

EMPLOYMENT AGREEMENT – ADRIAN BEGLEY

in a manner that is consistent with RABCCA, the *Reform of Agencies, Boards and Commissions Compensation Regulation* (the "Regulation") and any related amendments, directives and guidelines.

**4. NO OTHER RIGHTS OR BENEFITS**

- 4.1. 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.

**5. BENEFITS**

- 5.1. The Employee is eligible for the following benefits which are subject to the rules and requirements of the Employer's policies:
- 5.1.1. Paid annual vacation leave of 35 days and vacation supplement of 5 days;
  - 5.1.2. Paid holidays and special leave;
  - 5.1.3. Casual and general illness;
  - 5.1.4. Approved leaves of absence; and
  - 5.1.5. Christmas Closure.
- 5.2. In lieu of participation in a benefits program, the Employee will receive 5% of the Base Salary indicated in Clause 3.1, less required deductions and withholdings. Payment will be paid to the Employee at the end of each biweekly period during the Term, or a prorated portion thereof should the date of commencement or termination require.
- 5.3. The Employee will be provided with a reserved parking stall which will be treated as a taxable benefit at current market value (where applicable).

**6. NO RETIREMENT BENEFITS**

- 6.1. In lieu of participation in a pension plan, the Employee will receive 14.36% of the Base Salary indicated in Clause 3.1, less required deductions and withholdings. Payment will be paid to the Employee at the end of each biweekly period during the Term, or a prorated portion thereof should the date of commencement or termination require.

**7. VEHICLE ALLOWANCE**

- 7.1. The Employer agrees to provide the Employee with a biweekly vehicle allowance in the amount of \$306.51, less required deductions and withholdings, in accordance with RABCCA, the Regulation and any related amendments, directives and guidelines.

**8. BUSINESS EXPENSES**

- 8.1. The Employee may be reimbursed for reasonable business expenses incurred in the performance of his duties. Reimbursement of business expenses will be in accordance with the following, as if the regulations and directives applied to the Employee:
- 8.1.1. Travel and subsistence equivalent to those provided in the *Public Service Relocation and Employment Expenses Regulation*; and
  - 8.1.2. Business expenses as provided in the Alberta Treasury Board and Finance

EMPLOYMENT AGREEMENT – ADRIAN BEGLEY

*Travel, Meal and Hospitality Expenses Directive (with the exception of section 3(2) of the directive), subject to the Alberta Treasury Board and Finance Public Disclosure of Travel and Expenses Directive.*

**9. TERMINATION DURING PROBATION**

- 9.1. During the first six (6) months of the Term, the Employee will be considered on probation and may be subject to termination of this Agreement for unsuitability.

**10. TERMINATION FOR JUST CAUSE**

- 10.1. After probation, the Employer may terminate this Agreement at any time without notice for just cause. For the purposes of this Agreement, "just cause" includes but is not limited to: theft; fraud; conduct contrary to or in breach of any obligation under Clause 2 - Conduct, Clause 14 - Notification of Criminal Charge, or Clause 17 - Confidential Information and Trade Secrets; dishonesty; failure to disclose requested information; or breach of fiduciary duties.
- 10.2. In the event of termination for just cause, no notice or pay in lieu of notice will apply. '

**11. TERMINATION BY EMPLOYER**

- 11.1. The Employer may terminate this Agreement at any time by giving written notice to the Employee. The Employee will receive four (4) weeks' 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.
- 11.2. 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 a combination of notice and payment in lieu of notice.
- 11.3. Where the Employer is providing payment in lieu of notice to the Employee, the Employer will pay an additional 16% of the amount paid in lieu of notice as compensation for loss of benefits in accordance with section 7(2)(b) of the Regulation.
- 11.4. Upon receipt of notice or payment in lieu of notice of termination, the Employee agrees to sign a restrictive agreement and release that includes at least the following terms:
- 11.4.1. If, during the severance period, as defined in the Regulation, the Crown or a public agency, as defined in RABCCA, employs the Employee on a full or part time basis or retains the Employee, either directly or indirectly, on a fee for service basis, then the Employee will repay the Employer forthwith at the completion of the severance period a portion of the amount paid pursuant to this Clause 11, equal to the gross compensation paid by the Crown or public agency during the severance period. For additional certainty, the Employee shall in no case be required to repay an amount greater than the amount that was paid pursuant to this Clause 11.
- 11.4.2. The Employee agrees that the conditions in this Clause are reasonable and agrees to accept the notice, or payment in lieu of notice, or any combination thereof in full satisfaction of any claims or actions, including any complaints

## EMPLOYMENT AGREEMENT – ADRIAN BEGLEY

under the *Employment Standards Code* or the *Alberta Human Rights Act* that the Employee may have arising out the employment under or termination of this Agreement and the Employee expressly agrees not to make any claims, complaints or commence an action for any amounts beyond the amounts set out in this Agreement.

- 11.5. The common law duty to mitigate the loss of employment will apply and the Employee agrees to make good faith efforts to mitigate any loss of employment. Should the Employee be successful in mitigating the loss of employment, it may reduce the Employer's liability for terminating employment under this Clause 11.

### 12. TERMINATION BY EMPLOYEE

- 12.1. The Employee may terminate this Agreement by providing at least four (4) 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 period, in which case the Employee will be paid the Base Salary during the waived period.
- 12.2. This Agreement will automatically end on the death of the Employee and no notice or pay in lieu of notice will apply.

### 13. NEW AGREEMENT

- 13.1. The Employer will provide the Employee with four (4) months' notice prior to the end of the Term regarding its intentions to renew the Employee. In the event the Employee is reappointed as the Chief Executive Officer of the Employer, the Employee acknowledges that he will be subject to a new contract.

### 14. NOTIFICATION OF CRIMINAL CHARGE

- 14.1. The Employee agrees to give immediate notice to the Employer if the Employee is charged with any offence under the *Criminal Code of Canada* or the *Controlled Drugs and Substances Act (Canada)* or charged with an offence under provincial or municipal legislation.

### 15. EMPLOYER POLICIES AND PROCEDURES

- 15.1. 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, the Agreement governs.

### 16. MATERIALS

- 16.1. All files, forms, correspondence, memoranda, documents, manuals, software, electronic records and other materials pertaining to or used in connection with the business of the Employer, other than publicly available materials (the "Materials"), which come into the Employee's possession or control during his employment will, at all times, be and remain the property of the Employer.
- 16.2. The Employee will not make for his own use or for the use of anyone else, copies or

## EMPLOYMENT AGREEMENT – ADRIAN BEGLEY

reproductions of the Materials. The Employee, or his estate representative, will return all Materials upon the termination of this Agreement, however caused.

### **17. CONFIDENTIAL INFORMATION AND TRADE SECRETS**

- 17.1. Any confidential information or trade secrets acquired or created by the Employee in the performance of this Agreement, or any prior employment agreement with the Employer (the "Confidential Information"), will not be used or disclosed to anyone unless release is specifically approved by the Board. Any benefits resulting from the development of the Confidential Information will accrue to the Employer and will be held in trust by the Employee for the Employer. For the purposes of this Agreement, Confidential Information includes any information, whether in writing or not, which is not generally known to the public, and which could, if used, communicated or divulged, cause damage or embarrassment, loss of reputation, or other harm to the Employer.
- 17.2. This duty not to release Confidential Information is in addition to the common law duty of confidentiality.
- 17.3. The Employee acknowledges and agrees that his obligations of confidentiality owed to the Employer will survive the termination of this Agreement.

### **18. OWNERSHIP OF INTELLECTUAL PROPERTY**

- 18.1. All rights, title and interest in and to all intellectual property that may be conceived, created or developed during the course of employment of the Employee with the Employer (the "Intellectual Property") will belong solely to the Employer.
- 18.2. The Employee hereby waives his moral rights in any and all copyright works authorized or coauthored by the Employee in the performance of his duties and obligations under this Agreement, and will execute a written waiver of moral right in any copyright works authored or coauthored by the Employee immediately upon the request of the Employer.
- 18.3. 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 hereby appoints the Employer as the Employee's attorney to execute such assignment and other documents on behalf of the Employee.
- 18.4. 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 trade-mark registration, and any legal action or potential legal action which relates to the Intellectual Property. The Employer will reimburse the Employee for all reasonable expenses for such cooperation and assistance.

### **19. NON-SOLICITATION**

- 19.1. The Employee acknowledges and agrees that, during his employment and for a period of twelve (12) months following the termination of this Agreement, however caused, he

## EMPLOYMENT AGREEMENT – ADRIAN BEGLEY

will not directly or indirectly, approach, solicit, recruit, entice or attempt to approach, solicit, recruit or entice any employee then employed by the Employer to leave the employment of the Employer.

### 20. INJUNCTIVE RELIEF

- 20.1. The Employee acknowledges the value of the Confidential Information as defined in Clause 17.1 to the Employer and that any material breach or threatened breach of any of the provisions contained in Clause 17 by the Employee may cause material and irreparable harm to the Employer which may not be reasonably or adequately compensated for by damages in an action at law.
- 20.2. The Employee therefore agrees that in the event of a breach or threatened breach of any of the provisions of Clause 17, the Employer shall be entitled to an injunction to prevent breaches of the Agreement, in addition to any other remedy it may be entitled to at law and in equity.

### 21. NOTICE OF PUBLICATION

- 21.1. 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 or employment responsibilities) may be disclosed by the Government of Alberta or the Employer. Decisions about disclosure are in the Employer's sole discretion and are subject to 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.

### 22. ENTIRE AGREEMENT

- 22.1. This Agreement, including any payroll records, policies, programs or other interpretive materials referred to herein, sets forth the entire Agreement between the parties with respect to its subject matter and replaces any previous discussions, agreements and understandings of every kind and nature between them with respect to the employment of the Employee by the Employer and neither party will be bound by any term or condition other than as expressly set forth or provided for in this Agreement.
- 22.2. The parties understand and agree that there are other enactments, administrative directives and Orders in Council, which also impose duties and obligations on the parties and which 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 and Orders in Council, the enactments, administrative directives and Orders in Council govern.
- 22.3. 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.

### 23. SURVIVAL OF TERMS

- 23.1. Despite any other provision of this Agreement, those clauses which by their nature

**EMPLOYMENT AGREEMENT – ADRIAN BEGLEY**

continue after the conclusion or termination of this Agreement will continue after such conclusion or termination, including:

- 23.1.1. Clause 2 Conduct
- 23.1.2. Clause 11 Termination by Employer
- 23.1.3. Clause 16 Materials
- 23.1.4. Clause 17 Confidential Information and Trade Secrets
- 23.1.5. Clause 18 Ownership of Intellectual Property
- 23.1.6. Clause 19 Non Solicitation
- 23.1.7. Clause 20 Injunctive Relief
- 23.1.8. Clause 21 Notice of Publication
- 23.1.9. Clause 25 Severability
- 23.1.10. Clause 26 Waiver

**24. AMENDMENT**

- 24.1. The parties may by mutual agreement make written amendments to the terms of this Agreement.

**25. SEVERABILITY**

- 25.1. If a term of this Agreement is held to be invalid, illegal or unenforceable, that term is deemed to be severed and the remaining terms of this Agreement continue to operate.

**26. WAIVER**

- 26.1. The failure of either party to this Agreement to enforce any of its terms, provisions or covenants will not be construed as a waiver of the same or of the right of such party to enforce the same. Waiver by either party hereto of any breach by the other party of any terms or provisions of this Agreement will not operate as a waiver of any other breach or default.

**27. NOTICES, APPROVALS and REQUESTS**

- 27.1. Notices, approvals and requests referred to in the Agreement will be in writing and, if under Clauses 9, 10, 11, 12, 13, 14, and 17 will be personally delivered or sent by recorded mail to the Employer or Employee at the address provided below.

To the Employer: 8<sup>th</sup> Floor, Petroleum Plaza, North Tower  
9945 – 108 St  
Edmonton, AB, T5K 2G6  
Attention: Chair, Alberta Petroleum Marketing Commission

To the Employee: Adrian Begley  


and are deemed to have been given as follows:

- 27.1.1. If personally delivered, upon delivery; or
- 27.1.2. If by recorded mail, on the third day after mailing.



**EMPLOYMENT AGREEMENT – ADRIAN BEGLEY**

27.2. All other notices, approvals and requests under this Agreement that are not referred to by Clause 27.1 may be given in accordance with Clause 27.1 or by email and are deemed to have been given after 72 hours from sending.

27.3. The contact information for notices, approvals and requests may be changed by a notice to the other party.

**28. INDEPENDENT LEGAL ADVICE**

28.1. The Employee hereby acknowledges and confirms that he was advised by the Employer to obtain independent legal or other professional advice and that by executing this Agreement, the Employee hereby confirms that he had the opportunity to seek independent legal or professional advice prior to executing this Agreement and has either obtained such legal or professional advice; or waived the right to obtain such independent legal or professional advice.

**29. JURISDICTION**

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

**30. HEADINGS**

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

**31. SINGULAR/PLURAL**

31.1. In this Agreement words in the singular include the plural and words in the plural include the singular.

***{Space Intentionally Left Blank}***

EMPLOYMENT AGREEMENT – ADRIAN BEGLEY

32. COUNTERPARTS

32.1. This Agreement may be executed in any number of counterparts and delivered in PDF format by email transmission or by facsimile. A signature by way of email or facsimile shall be as binding and effective as an original signature.

This Agreement is effective as of the date and year first above written.

EMPLOYEE:

[Redacted]  
P  
[Redacted]  
S  
DECEMBER 5, 2017  
Date

WITNESS:

[Redacted]  
[Redacted]  
December 5, 2017  
Date

EMPLOYER:

[Redacted]  
Board Chair, Alberta Petroleum Marketing  
Commission  
[Redacted]  
DEC 8, 2017  
Date

[Redacted]  
Printed Name  
[Redacted]  
Signature  
Dec 8, 2017  
Date

*Compliance with the provisions of the  
Reform of Agencies, Boards and  
Commissions Compensation Regulation  
confirmed by:*

D  
[Redacted]  
S  
December 11, 2017  
Date

[Redacted]  
December 11, 2017  
Date