

LUCID

Contract of Employment

This document represents your Contract of Employment with Lucid Cannabis Company. It is in several parts but together, defines significant portions of the relationship between you and your employer. Please read over each part carefully.

Part 1: NON-DISCLOSURE AGREEMENT

Initial: _____

LUCID Cannabis Company and You, the employee each agree that you shall NOT disclose the Trade Practices or any Confidential Information of LUCID Cannabis Company.

Confidential Information

1. All written and oral information and materials disclosed or provided by the Employer to the Employee under this Agreement constitute Confidential Information regardless of whether such information was provided before or after the date of this Agreement or how it was provided to the Employee.

2. The Employee acknowledges that in any position the Employee may hold, in and as a result of the Employee's employment by the Employer, the Employee will, or may, be making use of, acquiring or adding to information about certain matters and things which are confidential to the Employer and which information is the exclusive property of the Employer.

3. 'Confidential Information' means all data and information relating to the business and management of the Employer, including but not limited to, the following:

4. 'Customer Information' which includes names of customers of the Employer, their representatives, all customer contact information, contracts and their contents and parties, customer services, data provided by customers and the type, quantity and specifications of products and services purchased, leased, licensed or received by customers of the Employer;

A. 'Intellectual Property' which includes information relating to the Employer's proprietary rights prior to any public disclosure of such information, including but not limited to the nature of the proprietary rights, production data, technical and engineering data, technical concepts, test data and test results, simulation results, the status and details of research and development of products and services, and information regarding acquiring, protecting, enforcing and licensing proprietary rights (including patents, copyrights and trade secrets);

B. 'Marketing and Development Information' which includes marketing and development plans of the Employer, price and cost data, price and fee amounts, pricing and billing policies,

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quoting procedures, marketing techniques and methods of obtaining business, forecasts and forecast assumptions and volumes, and future plans and potential strategies of the Employer which have been or are being discussed;

C. 'Business Operations' which includes internal personnel and financial information of the Employer, vendor names and other vendor information (including vendor characteristics, services and agreements), purchasing and internal cost information, internal services and operational manuals, external business contacts including those stored on social media accounts or other similar platforms or databases operated by the Employer, and the manner and methods of conducting the Employer's business;

D. 'Product Information' which includes all specifications for products of the Employer as well as work product resulting from or related to work or projects performed or to be performed for the Employer or for clients of the Employer, of any type or form in any stage of actual or anticipated research and development;

E. 'Production Processes' which includes processes used in the creation, production and manufacturing of the work product of the Employer, including but not limited to, formulas, patterns, molds, models, methods, techniques, specifications, processes, procedures, equipment, devices, programs, and designs;

F. 'Service Information' which includes all data and information relating to the services provided by the Employer, including but not limited to, plans, schedules, manpower, inspection, and training information;

G. 'Proprietary Computer Code' which includes all sets of statements, instructions or programs of the Employer, whether in human readable or machine readable form, that are expressed, fixed, embodied or stored in any manner and that can be used directly or indirectly in a computer ('Computer Programs'); any report format, design or drawing created or produced by such Computer Programs; and all documentation, design specifications and charts, and operating procedures which support the Computer Programs;

H. 'Computer Technology' which includes all scientific and technical information or material of the Employer, pertaining to any machine, appliance or process, including but not limited to, specifications, proposals, models, designs, formulas, test results and reports, analyses, simulation results, tables of operating conditions, materials, components, industrial skills, operating and testing procedures, shop practices, know-how and show-how;

I. 'Accounting Information' which includes, without limitation, all financial statements, annual reports, balance sheets, company asset information, company liability information, revenue and expense reporting, profit and loss reporting, cash flow reporting, accounts receivable, accounts payable, inventory reporting, purchasing information and payroll information of the Employer; and

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J. Confidential Information will also include any information that has been disclosed by a third party to the Employer and is protected by a non-disclosure agreement entered into between the third party and the Employer.

5. Confidential Information will not include the following information:

A. Information that is generally known in the industry of the Employer;

B. Information that is now or subsequently becomes generally available to the public through no wrongful act of the Employee;

C. Information rightly in the possession of the Employee prior to the disclosure to the Employer by the Employer;

D. Information that is independently created by the Employee without direct or indirect use of the Confidential Information; or

E. Information that the Employee rightfully obtains from a third party who has the right to transfer or disclose it.

6. Except as otherwise provided in this Agreement, Confidential Information will remain the exclusive property of the Employer and will only be used by the Employee for the Permitted Purpose. The Employee will not use the Confidential Information for any purpose that might be directly or indirectly detrimental to the Employer or any associated affiliates or subsidiaries.

7. The obligations to ensure and protect the confidentiality of the Confidential Information imposed on the Employee in this Agreement and any obligations to provide notice under this Agreement will survive the expiration or termination, as the case may be, of this Agreement and those obligations will last indefinitely.

8. The Employee may disclose any of the Confidential Information:

A. To such employees, agents, representatives and advisors of the Employee that have a need to know for the Permitted Purpose provided that:

I. The Employee has informed such personnel of the confidential nature of the Confidential Information;

ii. such personnel agree to be legally bound to the same burdens of non-disclosure and non-use as the Employee;

iii. the Employee agrees to take all necessary steps to ensure that the terms of this Agreement are not violated by such personnel; and

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Iv. the Employee agrees to be responsible for and indemnify the Employer for any breach of this Agreement by its personnel.

B. to a third party where the Employer has consented in writing to such disclosure; and

C. to the extent required by law or by the request or requirement of any judicial, legislative, administrative or other governmental body.

Avoiding Conflict of Opportunities

9. It is understood and agreed that any business opportunity relating to or similar to the Employer's current or anticipated business opportunities coming to the attention of the Employee during the Employee's employment is an opportunity belonging to the Employer. Accordingly, the Employee will advise the Employer of the opportunity and cannot pursue the opportunity, directly or indirectly, without the written consent of the Employer.

10. Without the written consent of the Employer, the Employee further agrees not to directly or indirectly, engage or participate in any other business activities which the Employer, in its reasonable discretion, determines to be in conflict with the best interests of the Employer.

Ownership and Title

11. The Employee acknowledges and agrees that all rights, title and interest in any Confidential Information will remain the exclusive property of the Employer. Accordingly, the Employee specifically agrees and acknowledges that the Employee will have no interest in the Confidential Information, including, without limitation, no interest in know-how, copyright, trademarks or trade names, notwithstanding the fact that the Employee may have created or contributed to the creation of that Confidential Information.

12. The Employee does hereby waive any moral rights that the Employee may have with respect to the Confidential Information.

13. The Confidential Information will not include anything developed or produced by the Employee during the term of this Agreement, including but not limited to intellectual property, process, design, development, creation, research, invention, know-how, trade name, trademarks or copyright that:

A. Was developed without the use of any equipment, supplies, facility or Confidential Information of the Employer;

B. Was developed entirely on the Employee's own time;

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- C. Does not relate to the actual business or reasonably anticipated business of the Employer;
- D. Does not relate to the actual or demonstrably anticipated processes, research or development of the Employer; and
- E. Does not result from any work performed by the Employee for the Employer.

14. The Employee agrees to immediately disclose to the Employer all Confidential Information developed in whole or in part by the Employee during the term of the Employment and to assign to the Employer any right, title or interest the Employee may have in the Confidential Information. The Employee agrees to execute any instruments and to do all other things reasonably requested by the Employer (both during and after the term of the Employment) in order to vest more fully in the Employer all ownership rights in those items transferred by the Employee to the Employer.

Remedies

15. The Employee agrees and acknowledges that the Confidential Information is of a proprietary and confidential nature and that any disclosure of the Confidential Information to a third party in breach of this Agreement cannot be reasonably or adequately compensated for in money damages and would cause irreparable injury to the Employer. Accordingly, the Employee agrees that the Employer is entitled to, in addition to all other rights and remedies available to it at law or in equity, an injunction restraining the Employee, any of its personnel, and any agents of the Employee, from directly or indirectly committing or engaging in any act restricted by this Agreement in relation to the Confidential Information.

Return of Confidential Information

16. The Employee agrees that, upon request of the Employer, or in the event that the Employee ceases to require use of the Confidential Information, or upon expiration or termination of this Agreement, or the expiration or termination of Employment, the Employee will turn over to the Employer all documents, disks or other computer media, or other material in the possession or control of the Employee that:

- A. May contain or be derived from ideas, concepts, creations, or trade secrets and other proprietary and Confidential Information as defined in this Agreement; or
- B. Is connected with or derived from the Employee's services to the Employer.

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Notices

17. In the event that the Employee is required in a civil, criminal or regulatory proceeding to disclose any part of the Confidential Information, the Employee will give to the Employer prompt written notice of such request so the Employer may seek an appropriate remedy or alternatively to waive the Employee's compliance with the provisions of this Agreement in regards to the request.

18. If the Employee loses or makes unauthorized disclosure of any of the Confidential Information, the Employee will immediately notify the Employer and take all reasonable steps necessary to retrieve the lost or improperly disclosed Confidential Information.

19. Any notices or delivery required in this Agreement will be deemed completed when hand- delivered, delivered by agent, or seven (7) days after being placed in the post, postage prepaid, to the parties at the addresses contained in this Agreement or as the parties may later designate in writing.

20. The addresses for any notice to be delivered to any of the parties to this Agreement are to your address on file and to the following address for Lucid Cannabis Company:

LUCID Cannabis Company
6305 Hawks Prairie Rd NE
Olympia WA 98516

Representations

21. In providing the Confidential Information, the Employer makes no representations, either expressly or impliedly as to its adequacy, sufficiency, completeness, correctness or its lack of defect of any kind, including any patent or trademark infringement that may result from the use of such information.

Termination

22. This Agreement will automatically terminate on the date that the Employee's Employment with the Employer terminates or expires, as the case may be. Except as otherwise provided in this Agreement, all rights and obligations under this Agreement will terminate at that time.

Assignment

23. Except where a party has changed its corporate name or merged with another corporation, this Agreement may not be assigned or otherwise transferred by either party in whole or part without the prior written consent of the other party to this Agreement.

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Amendments

24. This Agreement may only be amended or modified by a written instrument executed by both the Employer and the Employee.

Governing Law

25. This Agreement will be construed in accordance with and governed by the laws of the State of Washington.

General Provisions

26. Time is of the essence in this Agreement.

27. This Agreement may be executed in counterparts.

28. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

29. The clauses, paragraphs, and subparagraphs contained in this Agreement are intended to be read and construed independently of each other. If any part of this Agreement is held to be invalid, this invalidity will not affect the operation of any other part of this Agreement.

30. The Employee is liable for all costs, expenses and expenditures including, and without limitation, the complete legal costs incurred by the Employer in enforcing this Agreement as a result of any default of this Agreement by the Employee.

31. The Employer and the Employee acknowledge that this Agreement is reasonable, valid and enforceable. However, if a court of competent jurisdiction finds any of the provisions of this Agreement to be too broad to be enforceable, it is the intention of the Employer and the Employee that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable, bearing in mind that it is the intention of the Employee to give the Employer the broadest possible protection against disclosure of the Confidential Information.

32. No failure or delay by the Employer in exercising any power, right or privilege provided in this Agreement will operate as a waiver, nor will any single or partial exercise of such rights, powers or privileges preclude any further exercise of them or the exercise of any other right, power or privilege provided in this Agreement.

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33. This Agreement will inure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and assigns, as the case may be, of the Employer and the Employee.

34. This Agreement constitutes the entire agreement between the parties and there are no further items or provisions, either oral or otherwise.

Part 2: CLOCK IN/OUT

Initial: _____

Clock IN/OUT

Clock in/out at the start of your shift and for lunch breaks. When clocking in/out for lunch, Use the coffee mug icon. This will ensure you can clock back in after your lunch break is complete and not sign you out for the entirety of the day. You do NOT need to clock in/out for your ten (10) min breaks.

WHAT IF? What if you forget to clock in/out for your shift? All missing hours, will be payable upon the next pay cycle, after the you, the Team member, has notified Leadership of the error. This will be straight pay and will not include tip share. Tip share is divided up between all workable hours and paid out with the correlating pay days.

WHAT IF? What if Humanity will not allow me to clock in or out? Be sure to notify your Shop Manager and they will manually input your start and/or end time.

If you attempt to clock out and Humanity gives you an error code. Your attempted clock out is recorded and will be adjusted accordingly. Please be sure to notify your Shop Manager ahead of time to ensure communication and you pay!

Part 3: ATTENDANCE AND PUNCTUALITY APPLIES TO: ALL TEAM MEMBERS

Initial: _____

It is the policy of LUCID to establish reasonable and necessary controls to ensure adequate attendance, and to meet business needs. You are important to the overall success of our company. Therefore, it is extremely important that you are dependable and prompt.

Procedure

1. Working schedules and starting times are established by the Leadership team based on business needs. The Leadership Team is responsible for communicating work schedules to team members. LUCID utilizes the online tool Humanity for all scheduling.

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2. Team Members are expected to be at their workstation in a fit condition, and ready to work ten (10) minutes prior to your starting time. Work activity should commence at starting times and continue until the normal designated stopping times for breaks, lunch, or at the end of the work day.
3. In the event of an absence or tardiness from an assigned work schedule, the team member is required to report the absence to the General Manager, or person designated by the General Manager (Leadership team). When reporting an absence, the team member must telephone his or her supervisor, or other designated individual as specified by the leadership team. In the event the team member cannot reach a Supervisor or Manager, the absence should be reported to the Human Resource Department. In the event that the team member is unable to report an absence personally due to hospitalization, or other extreme emergency, please make all reasonable attempts to have someone notify the General Manager on behalf of the team member. **The team member must call four hours prior to the scheduled start time for all absences, and 15 (fifteen) minutes prior to the scheduled start time for unexpected tardiness.** Text messaging is not considered an acceptable form of communication for reporting absences/tardiness.
4. LUCID reserves the right to request team members to submit a physician's certificate in the event of medical absences exceeding two (2) days.
5. LUCID recognizes that an occasional absence may occur, as defined by LUCID company policies for holidays, vacations, jury service, funerals, family and medical leave, personal leave, military leave, voting, etc. Time off from work is unpaid unless the policy regarding paid Sick Leave is followed as outlined in the LUCID Paid Sick Leave Policy.
6. A team member's absence will be considered excused if covered by policy, and the team member provides proper and timely notification deemed satisfactory to the Supervisor or Manager. **Timely notification means calling in on the day of absence or providing advance notice for absences which can be anticipated.**
7. A team member's absence will be **deemed unexcused when a team member fails to call in, gives a late notice, fails to give advance notice** for an absence which could be anticipated or exceeds the number of absences authorized in advance by the Supervisor or Manager. Unexcused absences are subject to corrective discipline or termination as defined in policies on discipline and separation of employment.
8. In the event a team member is absent for two (2) or more without prior notice or approval, such absence is viewed as **job abandonment**. The team member is then separated from employment as a voluntary quit.
9. In the event an exempt team member must report an absence, the line of communication will be to report directly to the General Manager and/or Human Resources.

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10. A team member's request to leave work early may be considered by the Supervisor or Manager. Approval of such absences should be based upon the urgency of the reason for absence, and staffing needs. **As a general guide, leaving early should not exceed one (1) instance per month, or five (5) instances in a calendar year.**

11. The General Manager is responsible for maintaining attendance records on a weekly basis, and for advising respective supervisors if a team member's absence, or lateness exceeds the guidelines of this policy. All members of the leadership team are responsible for assisting the maintenance of the attendance records for the General Manager to review. All corrective discipline, and terminations must be communicated with the Human Resource department and issued by the General Manager.

LUCID Guidelines

1. **Absenteeism** is defined as being absent from work on any scheduled workday, even though the employee has notified LUCID. Each period of consecutive absences will be recorded as "one occurrence" regardless of the number of days' duration. Employees who are absent without call-in will be charged with two occurrences of absence for that occasion.

2. **Tardiness** will be considered as reporting to work within one (1) minute after the scheduled starting time. Team Members reporting more than one (1) minute after the scheduled starting time will be considered late. Team Members who report to work late, or who leave before the end of the shift (without management permission) will be charged with one half of an absence occurrence for either of these events. Exception: In the event that leadership determines the level of business requires reduction of workforce labor, and initiates a revised start or end time, the team member will not be issued the one half absence.

3. **Absence** due to authorized use of paid sick leave, bereavement leave, military duty, jury duty, approved vacations or holidays, and work related injuries, will not be recorded as an occurrence of absence for purposes of disciplinary action.

4. **Absences and tardiness** that occur on the day of or the day after a designated holiday or event days will be assessed **two (2) points** occurrences per incident.

Designated Holiday and Events are defined as:

New Year's Day, Super Bowl Sunday, St Patrick's Day, Easter, April 20th (4/20), Cinco De Mayo, Mother's Day, Memorial Day, Father's Day, July 4th, July 10th, (Dab Day), Labor Day, Halloween, Thanksgiving, Christmas Eve, Christmas Day and New Years Eve

5. **Absence** records will be maintained for a consecutive 12month period, starting with the employee's first occurrence of absence. All absence records and warning notices which are one

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year old or older shall not be considered for purposes of disciplinary action under this policy. For each calendar month of perfect attendance, a team member with an absentee record will have one occurrence deducted from the absentee record.

6. **Absence No Call, No Show** will automatically remove you from the schedule. You will be required to meet with a manager prior to your next scheduled shift, before you can be placed back on the schedule. You will automatically be placed on a 45 day probation. During this probation your average hours will be reduced, and a second No Call, No Show will result in immediate termination. If you do not meet with a manager prior to your next shift, you will be sent home after meeting with the manager.

The No Call, No Show policy will allow flexibility for those circumstances that can be supported by documents from a doctor, hospital or police report nature.

7. Corrective discipline will be administered according to the following:
 - A. Three (3) occurrences, or points, within a twelve (12) month period: Verbal warning.
 - B. Five (5) occurrences, or points, within a twelve (12) month period: Written warning.
 - C. Seven (7) occurrences, or points, within a twelve (12) month period: Second Written warning.
 - D. Nine (9) occurrences, or points, within a twelve (12) month period: Suspension of 1-2 days without pay.
 - E. Ten (10) occurrences, or points, within a twelve (12) month period: Discharge.
8. The above policy is in addition to action that may be taken when cumulative time lost from work for any reason substantially reduces the team members services to LUCID.
9. ***Team Members that exceed five (5) occurrences, or points are ineligible to apply internally for job postings within LUCID, for merit increases, voluntary overtime and bonuses.***
10. Team Members with exceptional attendance will be recognized in a company newsletter or at a team meeting.

Part 4: PERSONAL CONDUCT

Initial: _____

We practice **Good Business** and **Team Success**.

NO TOLERANCE POLICY

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No Slander or negative comments or behavior towards leadership, team members or other members of our industry will be tolerated verbal, online, social media, in person or by any other means.

- **Slander** (bad mouthing) is absolutely prohibited when interacting with customers and vendors. (includes: other i502 and 5052 companies, coworkers, customers, our company, local businesses and the liquor Cannabis Board (LCB).
- **Quarrelling**, fighting or using abusive language will not be tolerated.
- **Embarrassing** customers or fellow staff members will not be tolerated.
- Willfully **damaging company property** or property of others will not be tolerated.
- **Theft** of any kind will not be tolerated.

Part 5: **WORKING RELATIONS POLICY**

Initial: _____

Working Relations Policy

All working relationships must remain professional at all times. LUCID is committed to providing working environments that are team oriented and unbiased to personal relationships.

Terminating Offense

Dating a subordinate within the same LUCID location.

Allowing personal relationships to interfere with daily LUCID operations.

Part 6: **DRESS CODE POLICY**

Initial: _____

Dress Code Policy

LUCID dress code consists of a LUCID shirt and Blue or Black Jean bottoms. Jeans can be “jeggings” and jean-like material. Bottoms include: pants, skirts, shorts, skorts, aka all bottom ware. Skirts, shorts, skort may not be shorter than four fingers from your knee cap (just like elementary school).

LUCID Uniform must be worn upon all shifts and internal/external events with the exception of Wednesday & Saturdays, which Farm Shirts are optional.

Failure to comply with the dress code will result in you being sent home, with additional repercussions pending manager discretion.

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Part 7:

DRUG AND ALCOHOL POLICY

Initial: _____

LUCID is committed to protecting the safety, health and well-being of its team members and all of the people who come in contact with its workplace, property or use of its products and services.

Recognizing that drug and alcohol abuse poses a direct and significant threat to this goal and to the goal of a productive and efficient working environment in which all team members have an opportunity to reach their full potential, LUCID is committed to sharing a drug free environment for all of its team members.

Drug and Alcohol Prohibitions

LUCID therefore strictly prohibits the purchase, possession, sale, conveyance, distribution or manufacturing of illegal drugs, intoxicants, or controlled substances in any amount or in any manner. In addition, LUCID strictly prohibits the use of being under any influence of alcohol or controlled drugs during working hours. This includes coming to work unable to perform the required duties due to any alcohol or controlled substances used during off work hours.

Prescription or non-prescription medications are not prohibited when taken in accordance with a lawful prescription or consistent with standard dosage recommendations. Prescription medication means a drug or medication lawfully prescribed, under both Federal and State Law, by a physician, or other healthcare provider licensed to prescribe medication, for an individual and taken in accordance with the prescription (to include medical marijuana, prescription required).

Team members are responsible for notifying their supervisors when prescribed medications (including medical marijuana) that may interfere with their ability to do their job safely.

Drug and Alcohol Testing

LUCID asserts its legal right and prerogative to test any team members for substance abuse. LUCID will not tolerate any substance abuse on its premises. Any team member reporting to work under the influence of alcohol or controlled drugs will be asked to leave immediately. Under these circumstances, assistance will be provided to ensure that the team member arrives home safely. If drugs are suspected, we reserve the right to request that the team member submits to a drug test urinalysis.

Team Member acceptance of medical testing, when requested by LUCID Management, is a mandatory condition of employment. Refusal to submit to such medical test or a positive test result will constitute a violation of LUCID's policy and is grounds for corrective action, up to and including termination.

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When LUCID has reasonable grounds to believe that a team member is violating any aspects of this policy he/she may be asked to submit immediately his/her locker, lunch bag, briefcase, purse, pockets, wallet, personal belongings, desk, workstation, vehicles or any other property he/she uses while on Company premises to a search or inspection at any time (including during breaks and lunch period).

General Responsibility and Applicability

LUCID expects all of its team members to recognize and accept this responsibility and do their part in assuring that, working together, we can achieve and maintain a drug-free working environment for all of our team members.

This policy applies equally to all LUCID personnel, no matter what position or employment status, including all management team members, contract staff and part-time team members - without exception.

Corrective Action

Any violation of these drug/alcohol policies shall result in corrective action, up to and including solely for a first time verified positive drug or alcohol test, but may be given the opportunity for

job retention through a last chance agreement. However, nothing in this policy prohibits a team member from being terminated for reasons other than a positive test result.

Confidentiality

All information received by LUCID through a drug and alcohol testing program is confidential communication. Access to this information is limited to those who have a legitimate need to know, in compliance with relevant laws.

Reservation of Rights

LUCID reserves the right to interpret, change, or rescind the team member drug and alcohol abuse policy, or any part of it, with or without notice, subject to State and Federal laws. LUCID's Drug and Alcohol Abuse Policy does not create a binding employment contract.

Part 8: Non-Disparagement Initial: _____

You shall not disparage, defame, or discredit any member or employee of LUCID or engage in any activity which would have the effect of disparaging, defaming, or discrediting LUCID, or its members, managers, affiliates, officers, directors, employees or agents in their respective capacities as members, affiliates, officers, directors, employees or agents, in any way.

This includes, specifically, social media posts of any type that would disparage the company.

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Disparagement of the company shall result in \$10,000.00 liquidated damages for every instance of disparagement.

The disparagement and non-disclosure clauses of this contract are in effect and fully enforceable for 12 months post-separation and employment with the LUCID Companies.

I have read, understood, asked all my questions and have had those questions answered to my satisfaction, and agree to all the above conditions of employment.

Signed this _____ day of _____, 2020.

Team Member Signature

Team Member Name Printed

Management Member Signature

Management Member Name Printed

One copy of this complete Contract of Employment will be kept in your personnel file.
One copy of this complete Contract of Employment will be returned to you for your records.