

November 12, 2012

Dear Mr **Richard Riess**,

SOTI Inc. hereby offers to employ you on the following terms and conditions in a **Software Developer** role commencing on **November 26, 2012**. Upon commencement of your employment, you will be required to sign an agreement setting out confidentiality provisions, non-compete and non-solicitation clauses.

- 1. Salary:** Your base salary will be **\$90,000.00** per annum payable as monthly installments.
- 2. Salary Reviews:** Salary Increases and Bonuses are payable as follows:
 - (1) Once a year and will be allocated by your supervisor
 - (2) The Salary Increase and/or bonus amount will be based on your personal achievements (i.e. ability to work as a team player, finishing tasks on time, quality of work, etc.), the direct results your efforts produce in terms of sales of our products, and the achievements of the company as a whole.
- 3. Responsibilities:** You will be reporting to the **Software Development Manager, R&D**. Your responsibilities will include: contribute to internal software development projects that are developing new solutions and enhancing/maintaining existing solutions, flesh out the architectural design, and implement key components, mentor fellow software developers, and ensure the product is built in accordance with established standards and best practices. You are expected to play an integral role in the organization and management of the entire development lifecycle of analysis, design, implementation and test.
- 4. Reporting for Work:** Your start date is stated at the top of this document, please report in at 9AM. The first **3 months** of employment will be a probationary period.
- 5. Health Care:** The Company will make its health care package available to you, consisting of compensation for prescription, dental, eye care, chiropractor, life insurance, disability insurance and other expenses. The package will be available following the completion the probationary period.
- 6. Vacation:** You are entitled to **two weeks** of vacation per year (i.e. **10 work days**). During the first year of employment you will be entitled to a portion of the yearly allotment of vacation, depending on your start date.
- 7. Non-Disclosure:** You agree not to disclose the terms of this offer to anyone other than your personal representatives.
- 8. Governing Law:** This offer shall be governed by and construed in accordance with the laws of the Province of Ontario and applicable federal laws. Each party hereby atones to the jurisdiction of the Province of Ontario.

If the foregoing meets with your approval, I ask that you execute and return to me an original copy of this letter indicating your approval of the terms of this contractual employment within two days from the date stated at the top of this letter.

We believe that SOTI has a bright future and we look forward to you joining our team and helping SOTI realizing its potential.

Yours truly,

SOTI Inc



Carl Rodrigues – President

Employee Name (Please Print): _____

Employee Signature: _____

Acceptance Date: _____