

EMPLOYMENT AGREEMENT

BETWEEN:

CORPORATION, a corporation governed by the laws of the Province of
[insert name of province] (hereinafter the "Corporation")

OF THE FIRST PART

- and -

_____, an individual,
residing in _____, [insert name of province] (hereinafter
the "Employee")

OF THE SECOND PART

WHEREAS:

- A.** The Corporation agrees to employ the Employee and the Employee agrees to work for the Corporation subject to the terms and conditions contained in this Agreement; and
- B.** The Employee represents that the Employee has the required skills and experience to perform the duties required of the Employee.

NOW THEREFORE in consideration of the premises contained in this Agreement, the employment of the Employee, and the payment by the Corporation to the Employee of the remunerations agreed on in this Agreement, the parties covenant and agree as follows:

EMPLOYMENT AND DUTIES

- 1. The Corporation hereby agrees to employ the Employee, and the Employee agrees to work for the Corporation at the remuneration and on the other terms and conditions contained in this Agreement.
- 2. The Employee shall perform all of the duties that the Corporation shall, from time to time, reasonably assign to the Employee, including, without limitation, those duties set forth in Schedule "A" attached to this Agreement (herein "Duties and Responsibilities").
- 3. The Employee shall devote the Employee's full time and attention to the Employee's Duties and Responsibilities and shall do all in the Employee's power to promote, develop and extend the business of the Corporation.
- 4. The Employee acknowledges and agrees that effective performance of the Employee's Duties and Responsibilities requires the highest level of integrity and the Corporation's complete confidence in the Employee's relationship with other employees of the Corporation and with all persons dealt with by the Employee in the course of employment.
- 5. The Employee shall not, directly or indirectly, engage in other personal or business activities that are either in competition with the Corporation's business or that affect the ability of the

Initialed by Employee

Employee to devote the Employee's full time and attention to his Duties and Responsibilities, unless prior written consent of the Corporation is first obtained.

Initialed by Employee