

EMPLOYMENT AGREEMENT

THIS AGREEMENT made effective as of the ____ day of _____, _____.

BETWEEN:

[NAME OF EMPLOYER], a corporation governed by the laws of the Province of _____ [insert name of province] (hereinafter the "Employer")

- and -

[INSERT NAME OF EMPLOYEE], an individual, residing in the Province of _____ [insert name of province] (hereinafter the "Employee")

WHEREAS:

- A. The Employer agrees to employ the Employee and the Employee agrees to work for the Employer 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 Employer to the Employee of the remunerations agreed on in this Agreement, the parties covenant and agree as follows:

EMPLOYMENT AND DUTIES

1. The Employer hereby agrees to employ the Employee, and the Employee agrees to work for the Employer 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 Employer 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 "Employee's 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 Employer.
4. The Employee acknowledges and agrees that effective performance of the Employee's Duties and Responsibilities requires the highest level of integrity and the Employer's complete confidence in the Employee's relationship with other employees of the Employer 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 Employer's business or that affect the ability of the Employee to devote the Employee's full time and attention to his Duties and Responsibilities, unless prior written consent of the Employer is first obtained.
6. The Employee acknowledges that in addition to or in substitution for working the usual hours during the business day, the Employer may require the Employee to work evenings, weekends or both, as well as such other times as extraordinary circumstances may require.

Initialed by Employee

7. The Employee acknowledges and agrees to enter into the Employer's standard form Non-Competition, Confidentiality and Non-Disclosure Agreement attached hereto as Schedule C, and failure to execute such agreement on the part of the Employee may be grounds for termination.

REMUNERATION, BENEFITS AND EXPENSES

8. As remuneration under this Agreement, the Employer shall pay to the Employee until the termination of his employment, a monthly base salary as set out in Schedule B (the "Salary"). The Employer will advance one-half of the Salary on the 15th day of any calendar month, and the remainder on the last working day of the month, or in such other manner as may be mutually agreed upon by the parties.

9. The Employee shall be entitled to two (2) weeks vacation with pay after the completion of one (1) full year of employment, and to a pro-rated portion thereof, should employment terminate for any reason or cause before the completion of the year. It is further agreed that the time for vacation shall be mutually agreed upon by the parties.

10. The Employee shall not incur any expenses in connection with the Employee's duties under this Agreement, that are or may be charged against the Employer, without the written consent of the Employer. The Employer shall reimburse the Employee for expenses incurred for which the Employer has given its written consent, in accordance with the Employer's generally established procedure.

11. Unless expressly included in Schedule A of the Employee's Duties and Responsibilities, the Employee shall not without prior written approval of the Employer negotiate or enter into any contract on behalf of the Employer in respect of any capital expenditures or for anything else, whatsoever, that is outside of the ordinary course of the Duties and Responsibilities of the Employee.

THIS IS A 4-PAGE AGREEMENT, WITH 5 PAGES OF SCHEDULES (INCLUDING CONFIDENTIALITY & NON-COMPETITION AGREEMENT).