

EMPLOYMENT AGREEMENT

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

BETWEEN:

EMPLOYEE
(the "Employee")

- and
EMPLOYER
(the "Employer")

WHEREAS:

- A. The Employer is engaged in the business of _____ and wishes to engage the services of Employee as a sales representative ("Sales Representative") to distribute the [products/services] in the Territory as hereinafter defined.
- B. The Employer and the Employee wish to set down the terms and conditions of this employment relationship in writing for their mutual benefit.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the covenants, premises and agreements hereinafter set forth, the Parties hereto agree as follows:

1. Duties of Employee

- (a) The Employee shall be responsible for the performance of the following duties and responsibilities:
 - (i) solicitation and forwarding of orders to the Employer for acceptance. The Employee understands and agrees that he/she shall not have authority to accept any orders on behalf of Employer, nor to enter into any agreement or incur any liability on behalf of Employer;
 - (ii) providing a consistently high quality of service to existing customers, responding promptly to requests for price quotes, delivery and after-sale service, and introducing new products to existing customers whenever possible;
 - (iii) marketing and developing new business prospects and building and maintaining an active, high potential prospect list;
 - (iv) keeping regular accurate records and reports with respect to sales and prospects;
 - (v) meeting such sales quotas, benchmarks and objectives as may be established by the Employer from time to time;
- (b) The Employee shall at all times in the performance of his/her duties hereunder conduct himself/herself with the highest level of integrity and honesty and shall deal with all existing, potential and future customers in a sincere, trustworthy and professional manner.
- (c) The Employer shall determine the terms and conditions of all sales and reserves the right to accept or reject any order submitted by the Employee, for any reason. Accordingly, the Employee acknowledges and agrees that orders received by the Employer from customers within the Territory shall not be binding on the Employer until accepted in writing by the Employer.

- (d) The Employer reserves the right to change the Employee's assignments, duties, Territory, product/service lines and reporting relationships upon _____ days' notice from the Employer to the Employee.

2. Probationary Period

The Employer shall have the right to assess the ability of the Employee to perform his/her duties hereunder and shall perform such assessment during the first ____ days of the Employee's employment hereunder, which ____ day period shall constitute a probationary period for this purpose. If during this probationary period the Employer determines that the Employee is unable to perform the duties and responsibilities required of him/her or is unsuitable for the position in any way, the Employer may, in its absolute discretion, terminate the Employee's employment in accordance with paragraph _____ of this Agreement.

3. Territory

The Territory for which the Employee will be responsible is _____, which Territory shall not be exclusive to the Employee and is subject to change by the Employer giving notice to the Employee as hereinbefore set out. In the event that the Employee does not accept the change in his/her Territory, the Employee shall consider himself/herself terminated in accordance with paragraph _____ of this Agreement.