

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.

4. Employment Exclusive to Employer

- (a) During the term of employment the Employee shall not be employed or engaged in any capacity in promoting, undertaking or carrying on any other business, without the prior written approval of the Employer.
- (b) It is understood and agreed between the parties that the hours of work involved will vary and be irregular and the Employee shall be required to work such hours as are required to meet his/her obligations to the Employer. The Employee acknowledges that this paragraph constitutes agreement to work such hours and hereby agrees and consents to the same.

5. Remuneration and Employee Benefits

- (a) During the first year of this Agreement, the Employee shall receive a gross [monthly/annual] salary of \$_____.
- (b) In addition to the gross _____ salary referred to above, the Employee shall receive commissions based on the following formula:

[if commissions are calculated on a sliding scale basis, set out the performance levels and percentages]

- (c) The Employee shall have the option to participate in employee group insurance plans, pension plans, medical and dental plans, stock purchase plans and other benefit programs which may be in effect during his employment. The Employee shall also be entitled to reasonable periods of absence for vacation or for reasons of illness or disability in accordance with the policy of the Employer in effect from time to time.

6. Confidentiality

The Employee acknowledges that during the course of his/her employment with the Employer, the Employee will acquire information (the "Confidential Information") which is confidential and proprietary to the Employer, and which Confidential Information is the exclusive property of the Employer, including but not limited to:

- (a) (list)

The Employee hereby undertakes not to disclose the Confidential Information or any portion thereof to any third party either during the term of his/her employment except as may be necessary in the proper performance of his/her employment under this Agreement, or upon the termination of his/her employment, except with the written permission of an officer of the Employer.

7. Non-competition

[NOTE: Employers should review this provision with legal counsel. A non-competition clause that is too restrictive may be unenforceable because it restricts an individual's right to earn a living.]

- (a) The Employee acknowledges that, by reason of his/her employment, the Employee will receive the benefit of special training, skills and knowledge and experience of and contacts with customers of the Employer and other employees of the Employer who are engaged in the business of the Employer. The Employee further acknowledges that, during the course of his/her employment, the Employee will have access to Confidential Information relating to the conduct and details of the Employer's business and which will result in irreparable injury to the Employer which could not be adequately compensated by money damages if the Employee should enter into the employment of a rival or competitive business, or should the Employee commence his/her own business in competition with the Employer. The Employee hereby undertakes that for a period of _____ from the date of termination of the Employee's employment hereunder, he/she will not, directly or indirectly, either as an individual or as a partner, joint venturer, employee, principal, consultant, agent, shareholder, officer, director or sales representative for any person, firm, association, organization, body corporate or corporation, or in any manner, carry on, conduct, have an interest in, advise, lend money to, guarantee the debts or obligations of, permit his name to be used in connection with or employed by any person, business, firm, association, organization, body corporate or corporation concerned with or engaged or interested in a business which is the same as, or competitive with, the business of the Employer within a range of _____ miles of the Territory.

THIS IS A 6-PAGE DOCUMENT.