

**BUSINESS CONSULTATION SERVICES AND
INCOME STABILIZATION AGREEMENT**

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

BETWEEN:

[INTERNATIONAL EMPLOYMENT AGENCY]
a [jurisdiction] corporation headquartered at
[address]
(the "Employer")

OF THE FIRST PART

- and -

[EMPLOYEE]
an individual, of the City of [city], in the Province of [province]
(the "Employee")

OF THE SECOND PART

WHEREAS:

- A.** The Employer is engaged in business and wishes to profitably employ capable individuals in various occupational fields on a long-term basis;
- B.** The Employer intends to supply the services of such employees to others in exchange for receiving a reasonable compensation therefor;
- C.** The Employee is knowledgeable and has extensive expertise and background in the field of [describe field of expertise] (the "Field of Expertise");
- D.** The Employee seeks to obtain a reliable source of current income during the term of this Agreement as an employee of the Employer;
- E.** The Employee seeks to obtain a reliable source of retirement income during the term of this Agreement as an employee of the Employer;
- F.** The Employer wishes to acquire the exclusive rights to the services of the Employee in the Field of Expertise pursuant to this Agreement notwithstanding the economic risks presented by this Agreement;
- G.** Both the Employer and the Employee recognize their respective elements of economic risk presented by this Agreement;
- H.** The parties desire to enter into an employment relationship of a professional contractual character effective the ____ day of _____, _____;
- I.** The Employer and the Employee mutually desire to have this Employment Contract constitute the employment agreement between themselves.

NOW THEREFORE IN CONSIDERATION of their mutual promises, the parties hereby agree as follows:

1. SUBJECT MATTER

1.1 The subject matter of this Agreement involves the performance of business and financial services in the Field of Expertise of the Employee for the Employer (and/or its successors and/or assigns). Such

service shall include the co-ordination, supervision and management of financial and business activities related to the Field of Expertise. The subject matter of this Agreement expressly covers any and all matters incident or related to the performance of such services by the Employee for the Employer (and/or its successors and/or assigns). The Employee hereby agrees to assist in the promotion of his services. It is the specific intent of the parties to this Agreement that during the term of this Agreement the Employer shall acquire from the Employee the exclusive rights to all of his services that are within the scope of this Agreement.

1.2 The parties hereby further acknowledge and agree that the subject matter of this Agreement includes any incidental property rights generated from this Employment Contract including, but not limited to, the Field of Expertise, professional services rights, contract rights, works, rights to other services covered thereby, intellectual property rights including but not limited to technical know how, trade secret rights, patent rights, trademark rights and copyright rights, all of which shall belong exclusively to the Employer. Such incidental property rights belonging to the Employer shall further include, but shall not be limited to, earnings, fees, bonuses, royalties, gifts, rents, interest, dividends, annuities, shares of stock, shares or profit, partnership interests, percentages, earned or received as a result of the services performed by the Employee for the Employer (and/or its successors and/or assigns) including but not limited to non-cash remuneration, such as but expressly not limited to, automobiles, insurance policies, real property, personal property, stock or the right or power to buy stock in any corporation.

2. EFFECTIVE DATE

2.1 The effective date of this Agreement shall be the ____ day of _____, _____ in all respects.

3. TERM OF EMPLOYMENT

3.1 The term of this Employment Contract shall be for a period of ____ years commencing on the ____ day of _____, _____ and terminating on the ____ day of _____, _____, subject however to prior termination as provided hereinbelow. Either party may terminate this Employment contract by providing a minimum of one (1) month's written notice to the other. If the Agreement is to be concluded at the conclusion of the ____ year of this Agreement, the terminating party shall be required to give a minimum of one (1) month's written notice no later than the conclusion of the ____ month of the term; in the absence of such notice, this Agreement shall be deemed to be renewed on a year-to-year basis thereafter until such notice is given. This Agreement may be extended and renewed upon the mutual agreement of the parties hereto for whatever term the parties may mutually agree upon with each such extension and renewal constituting a new and separate Employment Contract. It is expressly agreed hereunder that each such extension and renewal shall reinitiate the enforcement time limits set forth in any law applicable to this Agreement.