

(company letterhead)

To:

Re: **Employment Agreement**

This Agreement contains the terms and conditions of your employment with COMPANY (the "Company").

You will be employed for a term (the "Term") of ____ years commencing on ____, ____ (the "Commencement Date") ending on _____, ____ unless your employment is terminated or the Term is extended in accordance with the provisions of this Agreement.

1. Definitions

In this Agreement:

- (a) **"Affiliate"** has the same meaning as in the _____ Act or any successor legislation, as amended from time to time.
- (b) **"Agreement"** means this letter agreement and schedules attached to this letter agreement, as amended or supplemented from time to time.
- (c) **"Board"** means the board of directors of the Company.
- (d) **"Business of the Company"** means any business that may be carried on by the Company from time to time including, without limitation, the business of _____.
- (e) **"Cause"** includes:
 - (i) any wilful failure by you in the performance of any of your duties under this Agreement;
 - (ii) your conviction of a crime (indictable level or penalized by incarceration or a lesser crime involving moral turpitude), or any act involving money or other property involving the Company that would constitute a crime in the jurisdiction involved;
 - (iii) any act of fraud, misappropriation, dishonesty, embezzlement or similar conduct against the Company or an Affiliate or any customer of the Company or an Affiliate;
 - (iv) the use of illegal drugs or the habitual and disabling use of alcohol or drugs;
 - (v) any threatened or actual attempt by you to secure any personal profit in connection with the Business of the Company or the corporate opportunities of the Company except as may be expressly approved in writing in advance by the Company, in its discretion;
 - (vi) any act which is materially injurious to the Business of the Company; or
 - (vii) your failure to devote adequate time to the Business of the Company, or conduct by you amounting to insubordination or inattention to, or substandard performance of your duties and responsibilities under this Agreement, or any other material breach of any of the terms of this Agreement, which remains uncured after the expiration of ____ days following the delivery of written notice of such failure or conduct to you by the Company.
- (f) **"Company"** means COMPANY, a company formed under the laws of _____.
- (g) **"Competitive Business"** means any business or enterprise that is in competition with the Business of the Company.

- (h) **“Confidential Information”** means all confidential or proprietary facts, data, techniques and other information relating to the Business of the Company which may before or after the date of this Agreement be disclosed to you by the Company or which may otherwise come within your knowledge or which may be developed by you in the course of your employment or from any other Confidential Information.
- (i) **“Intellectual Property Rights”** means all rights in respect of intellectual property including, without limitation, all patent, industrial design, copyright, know-how, trade secret, privacy and trade-mark rights, to the extent those rights may subsist anywhere in the world.
- (j) **“Permanent Disability”** occurs if (i) you are unable to perform your duties under this Agreement for a period of _____ consecutive days as certified by a physician chosen by the Company and acceptable to you, acting reasonably, or (ii) you become entitled to disability retirement benefits under the _____ Pension Plan or recover benefits under any long term disability plan or policy maintained by the Company.
- (k) **“Person”** means any individual, partnership, limited partnership, joint venture, syndicate, sole proprietorship, company or corporation with or without share capital, unincorporated association, trust, trustee, executor, administrator or other legal personal representative, regulatory body or agency, government or governmental agency or entity however designated or constituted.

2. Employment

The terms of your employment will be as follows: