

EMPLOYMENT AGREEMENT – CHIEF FINANCIAL OFFICER

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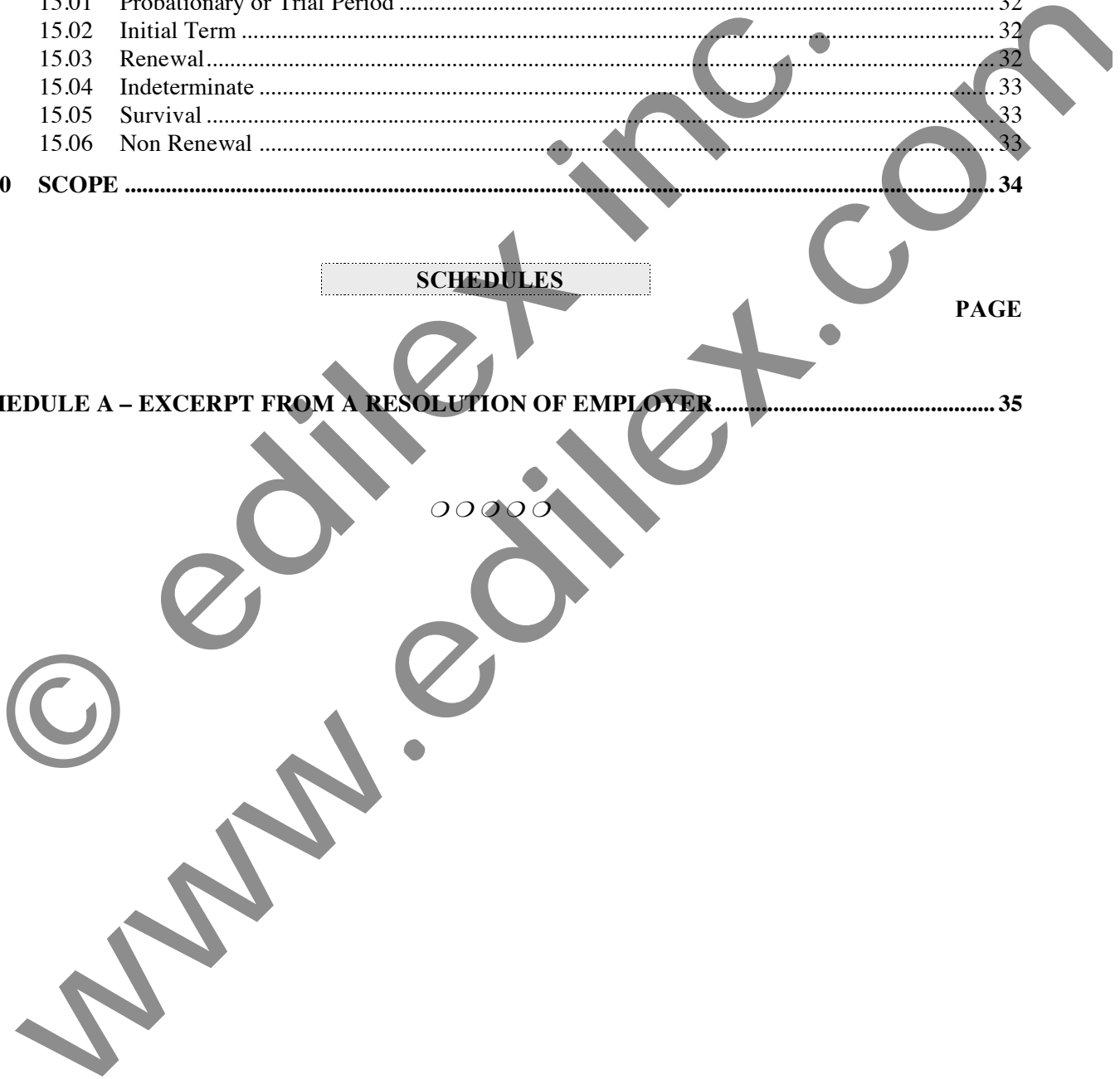
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EMPLOYMENT AGREEMENT entered into in the City of _____, Province of _____ (insert name of province), Canada.

BETWEEN: V1 _____ (name of individual), _____ (occupation), domiciled and residing at _____ (insert civic number and street name), in the City of _____ (insert name of city), Province of _____ (insert name of province), _____ (postal code);

OR

V2 _____ (corporate or business name), a legal person duly incorporated pursuant to the _____ Act (name of statute under which the corporation was incorporated), having its principal place of business at _____ (insert civic number and street name), in the City of _____ (insert name of city), Province of _____ (insert name of province), _____ (postal code);

OR

V3 _____ (corporate or business name), a legal person duly incorporated pursuant to the _____ Act (name of statute under which the corporation was incorporated), having its head or registered office at _____ (insert civic number and street name), in the City of _____ (insert name of city), Province of _____ (insert name of province), _____ (postal code), represented by _____ (name of representative), its _____ (title of representative), duly authorized for the purposes hereof;

OR

V4 _____ (corporate or business name), a legal person, duly incorporated pursuant to the _____ Act (name of statute under which the corporation was incorporated), having its head or registered office at _____ (insert civic number and street name), in the City of _____ (insert name of city), Province of _____ (insert name of province), _____ (postal code), and duly registered under number _____ () in accordance with _____ (insert name of statute pursuant to which the entity is registered), represented by _____ (name of representative), its _____ (title of representative), duly authorized for the purposes hereof as he/she so declares [or as indicated in the resolution of the [sole director or board of directors]];

HEREINAFTER REFERRED TO AS "EMPLOYER";

AND: V1 _____ (name of individual), _____ (occupation), domiciled and residing at _____ (insert civic number and street name), in the City of _____ (insert name of city), Province of _____ (insert name of province), _____ (postal code);

EMPLOYER	CFO

HEREINAFTER REFERRED TO AS THE "CFO";
HEREINAFTER COLLECTIVELY REFERRED TO AS THE "PARTIES".

RECITALS

THE PARTIES MAKE THE FOLLOWING REPRESENTATIONS:

- (A) EMPLOYER operates a business (*summary description of its activities*);
- (B) For internal management purposes, EMPLOYER has created a position of chief financial officer that it wishes to fill;
- (C) (*name of manager*) declares that he fulfils the required qualifications to perform the duties of chief financial officer of EMPLOYER;
- (D) After having examined the candidacy, EMPLOYER has accepted to appoint as chief financial officer and the latter accepts to take on such responsibilities;
- (E) The PARTIES wish to set out in writing the terms of their agreement regarding such purpose;
- (F) It is the intent of the PARTIES that their agreement be construed as a contract by mutual agreement.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

0.00 INTERPRETATION

0.01 Definitions

Unless otherwise indicated, capitalized words and expressions appearing in the Agreement shall be interpreted or construed as follows:

0.01.01 Activities

EMPLOYER	CFO