

EMPLOYMENT LETTER – CHIEF INFORMATION OFFICER

(Mode of forwarding)

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....., (Quebec)

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Object: TERMS OF EMPLOYMENT AS CHIEF INFORMATION OFFICER

Dear Sir/Madam,

This letter confirms the terms of your employment with (identification of the employer) (hereinafter the “Corporation”) as chief information officer. To confirm your acceptance of these terms, please sign one copy of this letter where indicated below and return it to us by

1.00 EMPLOYMENT

1.01 Duties

As chief information officer, you are responsible, without limitation, for the following tasks:

- (a) elaborate, organize and manage the information services according with the strategic and financial objectives of the Corporation;
- (b) develop strategic plans and implement the objectives of the information technology needs of the Corporation;
- (c) establish guidelines and programs for effective information technology management;

- (d) evaluate overall operations of computing and information technology functions and recommend enhancements;
- (e) review and approve major contracts for computing and information technology services and equipment;
- (f) set policies to ensure privacy data and security of data processing facilities;
- (g) establish guidelines and programs for effective database management utilization;
- (h) assess new computing technologies to determine potential value for the Corporation;
- (i) recruit, select, train and evaluate the employees of the Corporation's information department;
- (j) participate in the elaboration of the Budget for your department;
- (k) perform any duty entrusted to you by the Board of Directors.

1.02 Reporting

You shall report to the board of directors, whenever called upon to do so, or promptly whenever you become aware of facts or circumstances that the latter needs to know.

1.03 Workplace

When you are not traveling in the performance of your duties for the Corporation, your principal workplace is located at the head office of the latter or at any place of business that the Corporation may establish at any time during your employment period.

1.04 Condition

As a condition of your employment and in consideration for the compensation and benefits to be received by you, it is essential that you sign the attached (list of documents regarding confidentiality, ethics, etc.) prior to the commencement of your employment.

2.00 COMPENSATION AND BENEFITS

2.01 Signing Bonus