

EMPLOYMENT AGREEMENT – CHIEF MARKETING OFFICER

TABLE OF CONTENT

	PAGE
RECITALS	7
0.00 INTERPRETATION	7
0.01 Definitions.....	7
0.01.01 Activities	8
0.01.02 Admissible Expenses	8
0.01.03 Agreement.....	8
0.01.04 Best Effort.....	8
0.01.05 Board of Directors	8
0.01.06 Budget	8
0.01.07 Change in Control	8
0.01.08 Client	9
0.01.09 Code of Conduct.....	9
0.01.10 Confidential Information	9
0.01.11 Entire Term	10
0.01.12 Fiscal Year	10
0.01.13 Force Majeure.....	10
0.01.14 Intellectual Property	10
0.01.15 Legal Representatives	10
0.01.16 PARTY	11
0.01.17 Person.....	11
0.01.18 Prime Rate	11
0.01.19 Related Person	11
0.01.20 Suppliers	11
0.01.21 Territories.....	11
0.02 Precedence	11
0.03 Jurisdiction.....	12
0.03.01 Governing Law	12
0.03.02 Non-compliance	12
(a) Severability	12
(b) Substitute Provision.....	12
0.04 Miscellaneous	12
0.04.01 Cumulative Rights.....	12
0.04.02 References within Agreement	12
0.04.03 Gender and Number	13
0.04.04 Headings	13
0.04.05 Presumptions	13

0.04.06 Knowledge 13

0.04.07 Approval..... 13

0.04.08 GAAP 13

1.00 PURPOSE 14

1.01 Employment 14

1.02 Responsibilities 14

1.03 Delegation of Authority 14

1.03.01 General Powers 14

1.03.02 Accountability..... 15

1.04 Workplace 15

2.00 COMPENSATION AND BENEFITS 15

2.01 Signing Bonus 15

2.02 Base Salary 15

2.02.01 Initial 15

2.02.02 Adjustment 15

2.03 Performance Bonus 15

2.04 Option 16

2.04.01 Grant 16

2.04.02 Duration..... 16

2.04.03 Exercise 16

2.05 Vacation..... 16

2.06 Insurance 16

2.06.01 Disability 16

2.06.02 Liability 16

2.06.03 Collective or Group 17

2.07 Pension Plan 17

2.08 Acknowledgement 17

3.00 TERMS OF PAYMENT 17

3.01 Signing Bonus 17

3.02 Base Salary 17

3.03 Performance Bonus 17

3.04 Interest 18

4.00 SECURITY 18

5.00 MUTUAL REPRESENTATIONS AND WARRANTIES 18

6.00 REPRESENTATIONS AND WARRANTIES OF EMPLOYER 18

6.01 Status 18

6.02 Authority 18

6.03 Binding Agreement..... 19

7.00 REPRESENTATIONS AND WARRANTIES OF CMO..... 19

- 7.01 Canadian Resident 19
- 7.02 Information 19
- 7.03 Health 19

8.00 MUTUAL DUTIES AND OBLIGATIONS..... 19

9.00 DUTIES AND OBLIGATIONS OF EMPLOYER 19

- 9.01 Resources 19
- 9.02 Equipment 20
 - 9.02.01 Laptop Computer..... 20
 - 9.02.02 Mobile Communication Device 20
- 9.03 Expenses 20
- 9.04 Indemnification 20
- 9.05 Training 20
- 9.06 Relocation 20
- 9.07 Personal Information and Privacy 21
- 9.08 Termination of Employment..... 21
 - 9.08.01 Balance..... 21
 - 9.08.02 Career Transition Assistance 22

10.00 DUTIES AND OBLIGATIONS OF CMO 22

- 10.01 Availability/Exclusivity 22
- 10.02 Support 22
- 10.03 Collaboration 23
- 10.04 Advertising and Promotional Means 23
 - 10.04.01 Program..... 23
 - 10.04.02 Performance..... 23
- 10.05 Unfair Competition 23
- 10.06 Infringement 23
- 10.07 Competitive Watch..... 23
- 10.08 Image 23
- 10.09 Database 24
- 10.10 Conduct 24
- 10.11 Confidential Information 24
 - 10.11.01 Acknowledgement..... 24
 - 10.11.02 Return of Documentation 24
- 10.12 Non-competition..... 24
 - 10.12.01 Scope 25
 - 10.12.02 Adjustments 25
 - (c) Geographic Area 25
 - (d) Duration..... 25
 - 10.12.03 Penalty..... 25
- 10.13 Non-solicitation of Clients..... 25

10.13.01 Scope 25

10.13.02 Penalty 26

10.14 Non-solicitation of Staff 26

10.14.01 Scope 26

10.14.02 Penalty 26

10.15 Business Opportunities 26

10.16 Conflict of Interest 26

10.17 Intellectual Property 26

10.17.01 Acknowledgement 26

10.17.02 Disclosure 27

10.17.03 Assignment 27

10.17.04 Waiver 27

10.17.05 Cooperation 27

10.17.06 Execution 27

 (a) Personally 27

 (b) By proxy 28

11.00 SPECIAL PROVISIONS..... 28

11.01 Assignment 28

11.02 Other Remedies 28

 11.02.01 Choices 28

 11.02.02 No Limitations 28

11.03 Prescription 28

12.00 GENERAL PROVISIONS 29

12.01 Notice 29

12.02 Dispute Resolution 29

 12.02.01 Good Faith Negotiations 29

 12.02.02 Mediation 29

 12.02.03 Arbitration 29

12.03 Election 29

12.04 Counterparts 30

12.05 Amendment 30

12.06 Waiver of Rights 30

12.07 Electronic Transmission 30

12.08 Language 30

13.00 TERMINATION..... 30

13.01 Mutual Consent 30

13.02 By EMPLOYER 30

13.03 By CMO 31

13.04 Termination of Employment 31

 13.04.01 Departure 31

 13.04.02 Reimbursement of Advances 32

14.00 EFFECTIVE DATE..... 32

15.00 DURATION 32

 15.01 Probationary or Trial Period 32

 15.02 Initial Term 32

 15.03 Renewal..... 32

 15.04 Indeterminate 32

 15.05 Survival 33

 15.06 Non Renewal 33

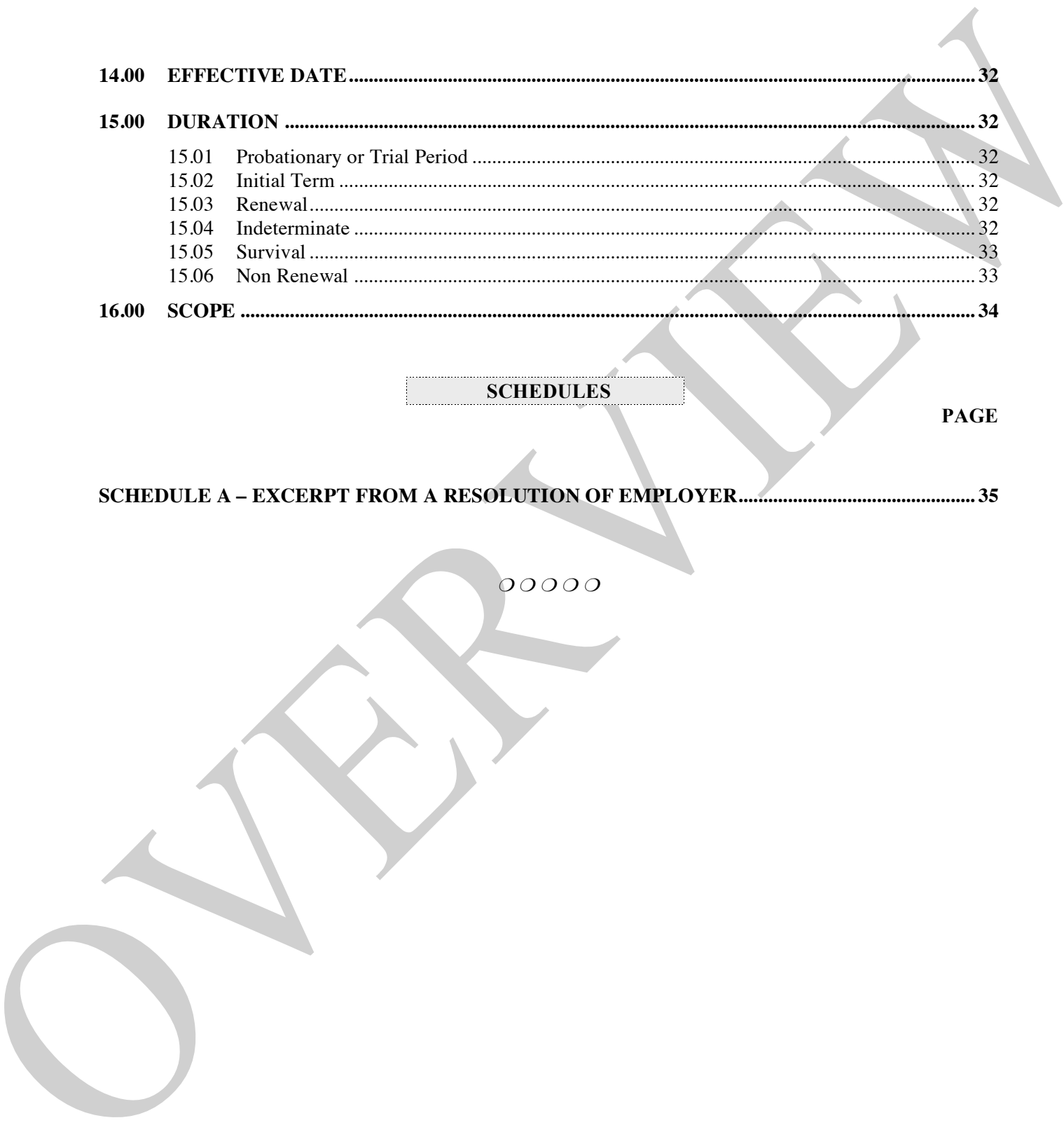
16.00 SCOPE 34

SCHEDULES

PAGE

SCHEDULE A – EXCERPT FROM A RESOLUTION OF EMPLOYER..... 35

○○○○○



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 _____

EMPLOYER	CMO

..... (insert name of city), Province of (insert name of province), (postal code);

**HEREINAFTER REFERRED TO AS "CMO";
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 marketing officer that it wishes to fill;
- (C) (name of manager) declares that he fulfils the required qualifications to perform the duties of chief marketing officer of EMPLOYER;
- (D) After having examined the candidacy, EMPLOYER has accepted to appoint as chief marketing 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:

EMPLOYER	CMO

0.01.01 Activities

means (*identify business sector*) of EMPLOYER and includes any other activity related thereto and any new field of activity in which the EMPLOYER may carry on business from time to time during the term of the Agreement;

0.01.02 Admissible Expenses

means any expense incurred by CMO in the performance of his duties which does not exceed the sums provided for in the Budget;

0.01.03 Agreement

means this agreement including its recitals and schedules, any related or ancillary agreement or document identified therein, as well as any amendment made thereto from time to time by the PARTIES in compliance with Section 12.05; the terms “herein”, “hereof”, “hereto”, “herewith”, “hereunder”, “hereby” and other similar terms, when used in the Agreement, shall generally refer to the agreement as a whole rather than to a specific part thereof, unless otherwise indicated in the text;

0.01.04 Best Effort

means the efforts which a prudent Person desirous of achieving a result would use in similar circumstances to maximize, to the extent reasonably practicable, the probability that a result will occur and includes state of the art as it relates to any trade or profession in addition to generally acknowledged best practices in a field of activity;

0.01.05 Board of Directors

refers to the board of directors of EMPLOYER, and includes any executive committee or other committee created by the board of directors in compliance with the by-laws of EMPLOYER;

0.01.06 Budget

refers to, for any specific Fiscal Year, the duly approved operating budget of EMPLOYER setting out the projected revenue, costs and earnings/losses for that year;

0.01.07 Change in Control

means, in relation to any PARTY to the Agreement whose legal status is that of a business corporation, any one of the following events:

- (a) the direct or indirect acquisition by any Person or entity of securities of such a corporation representing more than FIFTY PERCENT (50%) of the corporation’s voting rights;

EMPLOYER	CMO