

EMPLOYMENT LETTER (Supply Manager)

(Mode of forwarding)

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.....
....., (Quebec)
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Object: TERMS OF EMPLOYMENT AS SUPPLY MANAGER

Dear Sir/Madam,

This letter confirms the terms of your employment with (identification of the employer) (hereinafter the "Corporation") as supply manager. 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 supply manager, you are responsible, without limitation, for the following tasks:

- (a) establish procurement plans in order to carry out successful procurement activities in a timely and efficient manner;
 - (b) plan, organize, implement and review all policies and procedures related to contracting and purchasing for the Corporation;
 - (c) elaborate the specifications of the goods to be purchased;
 - (d) prepare bid invitations, analyze bids and award contracts;
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- (e) negotiate purchase agreements;
- (f) issue purchase orders and requisitions;
- (g) meet with management team to evaluate EMPLOYER's supply needs;
- (h) monitor stock levels;
- (i) monitor market trends;
- (j) research and identify potential new suppliers;
- (k) oversee the maintenance of purchasing records and reports;
- (l) recruit and train the supply department employees;
- (m) perform any other 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

As an inducement to join the Corporation you shall be paid, as a signing bonus, the amount of DOLLARS (\$).

2.02 Base Salary

2.02.01 Initial

The Corporation shall pay you a yearly base salary, for the first year, of DOLLARS (\$) payable on a basis, in (.....) equal and consecutive installments of DOLLARS (\$) each.

2.02.02 Adjustment

This base salary shall be increased each year by an amount at least equivalent to the increase in the Consumer Price Index (CPI) in Canada in the region of, and by an additional amount which reflects the merit to which you are entitled, at the discretion of the Corporation. The salary increase will be granted within FOUR (4) months from the end of each fiscal year of the Corporation and will be effective from the beginning of the fiscal year to which it applies. The fiscal year of the Corporation presently ends on the last day of the month of

2.03 Performance Bonus

V1 In addition to the base salary set out in Section 2.02, you are also entitled to receive at the end of each fiscal year, a performance bonus, the amount of which is established according to the following formula:

(state bonus formula)

This performance bonus is payable no later than (.....) days following the end of each fiscal year or, as the case may be, at the end of your employment, in accordance with the provisions of Section 2.02 of this letter.

OR

V2 In addition to the base salary set out in Section 2.02, you are also entitled to receive at the end of each fiscal year, a performance bonus established according to the earnings of the Corporation. To that end, you are entitled to an amount equal to PERCENT (..... %) of the yearly earnings that are over and above the forecasted earnings set out in the annual budget of the Corporation.

2.04 Stock Option

2.04.01 Grant

In order to interest you in the business of the Corporation, we hereby grant you an option to purchase (.....) shares of Class “...” of the Corporation capital stock for a price of DOLLARS (\$) per share.

2.04.02 Term

This option is valid for a period of (.....) years from its grant, is non transferable and may not be exercised after the termination of your employment.

2.04.03 Exercise

The exercise of this option may be done at any time during the term of your employment, for the totality of the shares mentioned above or a part thereof, upon sending a written notice to this effect to the secretary of the Corporation who shall, within THIRTY (30) days following the receipt of the notice and upon payment, proceed with the issue of the shares.

2.05 Vacation

You are entitled to a period of (.....) weeks paid vacation for each year of employment. Vacation time will accrue on a monthly basis. Vacation time will be scheduled in accordance with the Corporation’s policy or at convenient time for you and the Corporation.

2.06 Pension Plan

The Corporation undertakes to contribute, for every year of employment, an amount of DOLLARS (\$) in an individual or group pension plan for your exclusive benefit which you may dispose of as you choose to at the end of your employment period.

2.07 Insurance

2.07.01 Disability/Illness

The Corporation undertakes, at no cost to you, to take out and maintain in good standing disability insurance for your benefit ensuring the payment of PERCENT (..... %) of your base salary in the event of a disability or illness.

2.07.02 Liability

The Corporation agrees to obtain and to maintain in good standing, for the entire duration of the agreement, liability insurance for an amount of DOLLARS (\$). Such policy shall cover all risks inherent in the performance of your duties toward the Corporation and proof of such coverage shall be supplied to you within THIRTY (30) days of [taking up your duties within the Corporation] or [your signing of the employment letter]