



Employment Agreement

This Employment Agreement ("the Agreement") is executed on _____,
between;

(a) _____ located at _____,
_____, _____; ("the Employer") and

(b) _____ located at _____,
_____ ("the Employee").

The Company and the Employee (the "Parties", each the "Party") hereby agree on the terms and conditions set forth below.

The Employee is not in an employment relationship with any other employer. The Employee's relationship with the Employee's previous employer has terminated without any obligation to the Employee's previous employer. The Employee is currently not subject to any non-competition obligation whatsoever.

1. Appointment

This Company will employ the Employee on a _____ basis, and the Employee will work as _____ on the terms set out in this Agreement.

2. Term

2.1. This Agreement is for an indefinite period of time commencing from _____ ("the Commencement Date").

2.2. The first _____ months of the term of employment are a probationary period where the Parties may terminate this Agreement without prior notice and payment of indemnity.

3. Responsibilities

3.1. The Employee's tasks and responsibilities may, from time to time and at the sole discretion of the Employer, be expanded to include other tasks and responsibilities, or reduced by the Employer, or otherwise changed by the Employer, to support Employer's general business objectives.

3.2. The Employee shall fulfill the responsibilities in compliance with the applicable laws and the guidelines and instructions provided by the Employer.

3.3. The Employee shall devote the Employee's full time and all of the Employee's professional care and attention to the business of the Employer during working hours, and shall use all of the Employee's abilities and the Employee's full capacity to protect rights and interests of the Employer.

3.4. The Employee accepts working for such hours as required to fulfill the Employee's duties, in compliance with the applicable employment legislations. The Employee accepts working overtime and working on official, national and religious holidays in compliance with the relevant legislations if the Employer requests so.

3.5. The Employee's education, professional experience and knowledge are fit for the tasks assigned to the Employee by this Agreement. The Employee shall work with loyalty and commitment to the Employer and use the Employee's skills and knowledge in favor of the Employer at the highest level.

3.6. The Employee shall be responsible for any other matters/duties assigned to the Employee by the Employer. The Employee shall perform these duties in accordance with the Employer's policies and procedures.

4. Place of Work

4.1. The Employee will work from the Employer's offices, located at _____, _____, _____. However, the Employer reserves the right to transfer the Employee permanently or temporarily to another workplace within the provincial borders of _____, or to another workplace outside the provincial borders of _____ if this is necessary for business reasons. The Parties agree that the Employer is entitled to transfer the Employee to another workplace even if the Employee has been working at a particular location for a certain time.

4.2. The Employee undertakes to travel both within _____ and overseas as may be required for the proper performance of the Employee's duties.

5. Remuneration

5.1. The Employer shall pay to the Employee a salary ("the Salary") of _____. The Salary shall be reviewed _____ by the Employer, it is in the Employer's sole discretion to decide on a raise depending on the Employee's performance metrics.

5.2. The Employee understands and agrees that any additional remuneration paid to the Employee in the form of bonuses or other similar incentive remuneration will rest in sole discretion of the Employer and that the Employee will not earn or accrue any right to incentive remuneration by reason of the Employee's employment.

5.3. The Employer shall reimburse the Employee for all reasonable expenses, in accordance with the employer's lawful policies as in effect from time to time, including but not limited to, any travel and entertainment expenses incurred by the Employee in connection with the business of the Employer. Expenses shall be paid within a reasonable time after submission of acceptable supporting documentation.

6. Working Hours

The usual weekly working hours are _____ hours, the Employer has the right to evenly or unevenly allocate these hours among the weekdays, to determine and change the hours of starting and ending work and the hours to rest depending on business requirements. The Employer may apply the balancing principle in relation to the weekly working hours according to the relevant legislations, and within this framework, unless otherwise set forth by the laws, the Employer may divergently allocate the usual weekly working hours to the working days, provided this shall not exceed _____ hours/day.

7. Vacation

The Employee will be entitled to the following paid vacation each year during the term of this Agreement, for _____ weeks in compliance with the relevant legislations.

8. Sickness

In the event that the Employee is incapable of working due to sickness, the Employee shall notify the Employee's manager and/or Human Resources Department of the situation. Upon request, the Employee shall submit a doctor's report and any other documents that demonstrate this situation to the Employer. If incapacity to work due to sickness lasts for two (2) calendar days, the Employee is obliged to submit a doctor's report regarding its prospective duration no later than the following business day. The Employer is entitled to demand an earlier submission of the doctors report. If the Employee's absence continues longer than indicated in the report, the Employee is obliged to submit a new doctor's report no later than the following business day after the end of the period mentioned in the report. Additionally, in this case, the Employee shall notify the Employee's manager and/or Human Resources Department immediately of the continuation of the period of incapacity to work.

9. Benefits

9.1. During the period of employment, the Employee shall be entitled to benefits below mentioned;

9.2. The Employer reserves the right to terminate, substitute or amend the benefits it provides to the Employee.

9.3. If any benefit provider who provides such benefits to the Employer refuses to provide the benefits for any reason, the Employer shall not be liable to provide the relevant benefit itself or any compensation in lieu thereof.

10. Returning Employer's Documents and Equipment

The Employee will, at the time of termination of the Employee's employment with the Employer, deliver to the Employer (and will not keep in the Employee's possession, recreate similar or deliver to someone else) any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, drafts, materials, equipment, other documents and property, and reproduction of the aforementioned items developed by the Employee under the Employee's employment with the Employer.

11. Using Employer's Software and Equipment

The Employee undertakes to use the machines, tools, equipment, hardware and software in the workplace duly and with care, and not to deal with issues that are not related with the Employee's duties.

12. Intellectual Property

Employee agrees that the Employer shall own, and Employee shall (and hereby does) assign, all right, title and interest (including patent rights, copyrights, trade secret rights, mask work rights, trademark rights, and all other intellectual and industrial property rights of any sort throughout the world) relating to any and all inventions (whether or not patentable), works of authorship, mask works, designs, know-how, ideas and information authored, created, contributed to, made or conceived or reduced to practice, in whole or in part, by Employee during the period in which Employee is or has been employed by or affiliated with the Employer or any other member of the Employer affiliates that either (a) relate, at the time of conception, reduction to practice, creation, derivation or development, to any member of the Employer's businesses or actual or anticipated research or development, or (b) were developed on any amount of the Employer's or any other member of the Employer affiliates time or with the use of any member of the Employer affiliates equipment, supplies, facilities or trade secret information (all of the foregoing collectively referred to herein as "Employer Intellectual Property"), and Employee shall promptly disclose all Employer Intellectual Property to the Employer. All of Employee's works of authorship and associated copyrights created during the period in which Employee is employed by or affiliated with the Employer or any member of the Employer affiliates and in the scope of Employee's employment shall be deemed to be "works made for hire" within the meaning of the Copyright Act. Employee shall perform, during and after the period in which Employee is or has been employed by or affiliated with the Employer or any other member of the Employer affiliates, all reasonable acts deemed necessary by the Employer to assist the Employer affiliates, at the Employer's expense, in obtaining and enforcing its rights throughout the world in the Employer Intellectual Property. Such acts may include execution of documents and assistance or cooperation (i) in the filing, prosecution, registration, and memorialization of assignment of any applicable patents, copyrights, mask work, or other applications, (ii) in the enforcement of any applicable patents, copyrights, mask work, moral rights, trade secrets, or other proprietary rights, and (iii) in other legal proceedings related to the Employer Intellectual Property.

13. Conflict of Interest

During the term of the Employee's active employment with the Employer, the Employee agrees and understands that any business opportunity relating to or similar to the Employer's actual or reasonably anticipated business opportunities (with the exception of personal investments in less than 5% of the equity of a business, investments in established family businesses, real estate or investment in stocks and bonds traded on public stock exchanges) coming to the attention of the Employee, is an opportunity belonging to the Employer. Therefore, the Employee shall advise the Employer of the opportunity and cannot pursue the opportunity, directly or indirectly, without the written consent of the Employer.

14. Non-Compete

The Employee specifically agrees that for a period of _____ [months/years] after the Employee is no longer employed by the Employer, the Employee will not engage, directly or indirectly, either as proprietor, stockholder, partner, officer, employee or otherwise, in the same or similar activities as were performed for the Employer in any business [within a _____ mile radius of the Employer] [within _____ miles of an office of the Company] [within a State where the Company has offices] [within the State of _____] which distributes or sells products or provides services similar to those distributed, sold, or provided by the Employer at any time during the [_____ months/years] preceding the Employee's termination of employment.

15. Confidential Information

15.1. The Employee acknowledges that, in any position the Employer may hold, in and as a result of the Employee's employment by the Employer, the Employee will, or may, be making use of, acquiring or adding to information which is confidential to the Employer ("the Confidential Information") and the Confidential Information is the exclusive property of the Employer.

15.2. The Confidential Information shall include all data and information relating to the business and management of the Employer, including but not limited to, proprietary and trade

secret technology and accounting records to which access is obtained by the Employee, including work product, computer software, other proprietary data, business operations, marketing and development operations and customer information.

15.3. The Confidential Information also include any information disclosed by a third party to the Employer and is governed by a non-disclosure agreement entered into between that third party and Employer.

15.4. The Confidential Information exclude:

- Information which generally known in the industry of Employer;
- Information that is now or subsequently becomes generally available to the public through no wrongful act of the Employee;
- Information that is rightfully received by the Employee prior to disclosure to the Employee by the Employer;
- Information which is independently developed by the Employee without direct or indirect use of the Confidential Information;
- Information that the Employee rightfully obtains from a third party who has the right to transfer or disclose it.

15.5. The Confidential Information will also not include information that is developed or produced by the Employee during the Employment term of the Employee with the Employer, including but not limited to, any intellectual property, process, design, development, creation, research, invention, know-how, trade name, trade mark or copyright that;

- Was developed without the use of equipment, supplies, facility or Confidential Information of the Employer,;
- Was developed entirely on the Employee's own time;
- Does not result from any work performed by the Employee for the Employer; and

- Does not relate to any actual or reasonably foreseeable business opportunity for the Employer.

15.6. The Employee agrees and acknowledges that _____ shall keep the Confidential Information absolutely confidential and ensure that a public disclosure won't occur. The Confidential Information shall not be divulged, revealed, reported or used, for any purpose, any of the Confidential Information which the Employee has obtained or which was disclosed to the Employee by the Employer as a result of the Employment.

15.7. These obligations stated herein to ensure and protect the confidentiality of the Confidential Information imposed on the Employee in this Agreement shall survive the expiration or termination of this Agreement herein and will continue indefinitely from the date of such expiration or termination.

15.8. The Employee may disclose any of the Confidential Information:

- To a third party where Employer has consented in writing to such disclosure; or
- To the extent required by law or by the request or requirement of any judicial, legislative, administrative or other governmental body after providing reasonable prior notice to the Employer.

15.9. If the Employee loses or makes unauthorized disclosure of any of the Confidential Information, the Employee agrees to immediately notify the Employer and take all reasonable steps necessary to retrieve the lost or improperly disclosed Confidential Information.

16. Termination

The Employment Term and the Employer’s employment hereunder may be terminated by either the Employer or the Employee at any time and for any reason; provided that, unless otherwise provided herein, either party shall be required to give the other party advance written notice with regards to the requirements of the relevant laws and legislations, of any termination of the Employee’s employment. Upon termination of the Employee’s employment during the Employment Term, the Employee shall be entitled to the compensation and benefits if the Employee is entitled to regarding the relevant laws and legislations and shall have no further rights to any compensation or any other benefits from the Employee or any of its affiliates.

17. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of _____.

18. Severability

In the event that a part of the provisions of this Agreement and/or its annexes are invalid, the remaining portion of the Agreement and its annexes will remain in full force.

IN WITNESS WHEREOF, the parties have duly affixed their signatures under hand and seal on _____.

Employee

Employer

Date

Date

Signature

Signature



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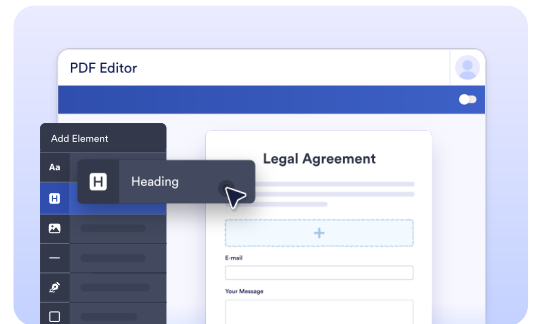
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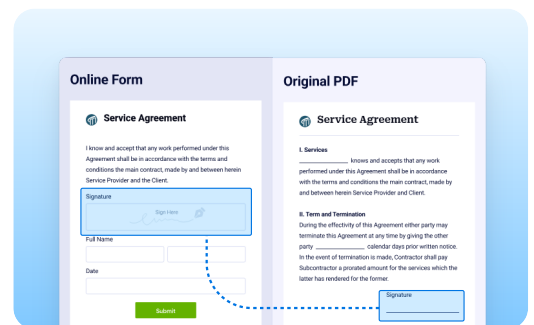
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