

EMPLOYMENT AGREEMENT FOR KEY EMPLOYEE

This Employment Agreement for Key Employee (the "Agreement") is made and effective this [DATE].

BETWEEN: [EMPLOYEE NAME] (the "Employee"), an individual with his main address at:
[COMPLETE ADDRESS]

AND: [YOUR COMPANY NAME] (the "Company"), a corporation organized and existing under the laws of the [State/Province] of [STATE/PROVINCE], with its head office located at:
[YOUR COMPLETE ADDRESS]

RECITALS

- A. Company is engaged in the business of [DESCRIBE], and maintains a branch office at [ADDRESS], [CITY], [STATE/PROVINCE].
- B. Employee has been engaged and has had a great deal of experience in the above-designated business.
- C. Employee is willing to be employed by Company, and Company is willing to employ employee, on the terms, covenants, and conditions set forth in this Agreement.

In consideration of the matters described above, and of the mutual benefits and obligations set forth in this Agreement, the parties agree as follows:

1. EMPLOYMENT

Company will employ Employee and Employee accepts employment upon the terms set forth below, and at a compensation which may be agreed upon from time to time by Company and Employee. This Agreement starts as of the date set forth above and remains in effect for an indefinite time until terminated by Company or by Employee by giving the other party notice of termination at least [NUMBER] days in advance. Instead of such notice, Company may at its sole option, pay Employee the salary equivalent for [NUMBER] days. While employed by Company, Employee agrees to devote Employee's full working time to the affairs of Company. Employee shall not work as an employee, independent consultant or agent for another entity, whether or not during the business hours of Company, without the permission of Company.

2. CONFIDENTIALITY

Employee recognizes and acknowledges that the software systems, including specifications, programs and documentation, the methods and data which Company owns, plans or develops, whether for its own use or for use by its clients, developments, designs, inventions and improvements, trade secrets and works of authorship are confidential and are the property of Company. Employee also recognizes that Company's customer lists, supplier lists, proposals and procedures are confidential and are the property of