# CONTRACT OF EMPLOYMENT

(Vice-President)

<b>0</b> 1	BETWEEN:	
		(hereinafter referred to as the "Employer")
<b>O</b> 2	AND:	
		(hereinafter referred to as the "Vice-President")
		(the Employer and the Vice-President are hereinafter collectively referred to as
		the "Parties")

# PREAMBLE

WHEREAS the Employer wishes to hire the Vice-President to act as such;

WHEREAS the Vice-President wishes to accept the employment offer after having been informed of the Employer's policies and conditions of employment;

WHEREAS the Parties wish to evidence their agreement in writing;

WHEREAS the Parties have the capacity and powers to enter into and perform the undertakings set forth in this Agreement;

# NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

# 1.00 PREAMBLE

The preamble hereto shall form an integral part hereof.

#### 2.00 OBJECT

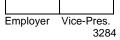
#### 2.01 **Position Title**

The Employer hereby hires the Vice-President to act as such.

<b>O</b> 3	2.02 Main Duties and Responsibilities	
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Without being restrictive, and subject to modification (in the latter case, by prior notice from the Employer), the Vice-President's main duties and responsibilities shall be as follows:

- to execute the duties and to assume the responsibilities normally tied to this position;
- to execute, by delegation, all or part of the powers of the ......of the Employer, except those that cannot be delegated by law;



- to sign any document or contract in the name of the Employer, except when the amount in question exceeds ...... dollars (\$.....); in such case, the Vice-President shall obtain the prior authorization from the ...... of the Employer;
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# 2.03 Immediate Supervisor

The Vice-President shall report directly to ....., in the position of ...., or to any other person designated by the Employer.

# 2.04 Work Place

The Vice-President's work place shall be located at ....., or at any other place required for the efficient operation of the Employer's business.

# 2.05 Driver's License and Vehicle

During the entire term of this Agreement, the Vice-President shall hold a valid driver's license and shall be in a position to use his vehicle for work.

# 3.00 CONSIDERATION

# 3.01 Salary

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# 3.02 Overtime

All overtime worked by the Vice-President shall be subject to prior approval by the Employer. If requested by the Vice-President, the Employer may, in lieu of paying any overtime, grant a leave equivalent to the period of overtime worked, increased by fifty percent (50%).

# 3.03 Specific Benefits

The Vice-President's position shall entitle him to the following benefits: (specify)

- motor vehicle supplied by the Employer
- motor vehicle allowance
- expense account
- profit-sharing plan
- share purchase plan
- performance bonus
- membership in a fitness, social or golf club
- payment or reimbursement of professional membership fees
- conference registration (including transportation and lodging)
- training or development courses
- retirement plan
- etc.

