CONTRACT OF EMPLOYMENT

(Analyst, Telecommunications)

01	BETWEEN:	
		(hereinafter referred to as the "Employer")
0 2	AND:	
		(hereinafter referred to as the "Employee")
		(the Employer and the Employee are hereinafter collectively referred to as the
		"Parties")

PREAMBLE

WHEREAS the Employer wishes to hire the Employee as Analyst, Telecommunications;

WHEREAS the Employee 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

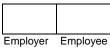
2.01 Position Title

The Employer hereby hires the Employee as Analyst, Telecommunications.

O3 2.02 Main Duties and Responsibilities

Without being restrictive, and subject to modification (in the latter case, by prior notice from the Employer), the Employee's main duties and responsibilities shall be as follows:

- to assume the responsibility for the design, installation, technical management and optimization of the client's telecommunication networks;
- to provide second level support;



•	to assume the responsibility for the systems documentation and for the invoicing
	follow-up;

Immediate Supervisor

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

2.04 **Work Place**

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

Driver's License and Vehicle

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

3.00 CONSIDERATION

04 3.01 Salary

In consideration for the Employee's performance of his work, the Employer shall pay the Employee an annual salary of dollars (\$..........). This salary shall be revised annually, on the hiring anniversary date, based on an assessment of the Employee's performance and the Employer's financial situation. The said salary (less any legal and contributory deductions) shall be payable on the of every by cheque or by direct deposit to the Employee's bank account, at the Employer's option.

3.02 Overtime

All overtime worked by the Employee shall be subject to prior approval by the Employer. If requested by the Employee, 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 Employee'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.

3.04 **Vacations**