CONTRACT OF EMPLOYMENT

(Project Manager)

0 1	BETWEEN:	
		(hereinafter referred to as the "Employer")
O 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 Project Manager;

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 Project Manager.

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 plan and define the project stages, to allocate the resources, to coordinate the project execution and to supervize their application at the client's place;
- to advise and assign the responsibilities to other team members while ensuring the follow-up of the plans, time-schedule and budgets;

- to coordinate multi-media projects;
- to provide an efficient project management capacity and to comply with the timeschedule:
- to understand the various uses of multimedia software;
- to understand and make known the stakes of new information technologies;
- to manage development projects in high technological environments;

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2.03 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.

2.05 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

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

