**EMPLOYMENT AGREEMENT**

Made and effective as of this \_\_\_th day of \_\_\_\_\_\_\_\_\_\_\_, 2013 (the “Effective Date”)

BETWEEN:

**[insert Company Name]**

(hereinafter referred to as “**Company**”)

- and -

**[insert Employee Name]**

(hereinafter referred to as “**Employee**”)

WHEREAS the Employee wishes to be employed by Company;

AND WHEREAS Company wishes to employ the Employee;

NOW THEREFORE IN CONSIDERATION of the mutual promises and covenants herein contained, the adequacy of which is hereby acknowledged by each of the Employee and Company, Company shall employ Employee, and Employee accepts employment from Company, on the terms and conditions set forth as follows:

1. **DEFINITIONS**
   1. **“Agreement”** means this employment agreement between Company and Employee, the terms of which govern the employment of Employee by Company.
   2. **"Cause"** means any of the following: (i) a material breach by Employee of any of their contractual obligations to Company concerning their employment or Company’s written policies and procedures from time to time; (ii) gross negligence, serious misconduct, or a material failure by Employee in connection with the discharge of their duties or otherwise relating to their employment by Company; or (iii) Employee’s conviction on a charge involving moral turpitude.
   3. **“Confidential Information”** means information known or used by Company in connection with its business and considered confidential or proprietary by Company including, but not limited to, any formula, design, prototype, compilation of information, data, research, plan, program, code, method, invention, license, Employee compensation, technique or process, information relating to any product, device, software, equipment, or machine, customer information, financial information, stock information, marketing information, Intellectual Property, Intellectual Property Rights, business opportunities, or research and development.
   4. **“Customer”** means any person, firm or corporation that is a customer of Company, in respect of whom the Employee (whether alone or in combination with any other party) was consulted or was otherwise involved, including by contacting, soliciting, selling, serving, or receiving business from such customer, at any time during the period of their employment with Company, or otherwise on behalf of or as a representative of Company.
   5. **“Intellectual Property”** means any material conceived or produced in the furtherance of Company’s interest and business or in which Company otherwise has a proprietary interest, and shall include, but is not limited to the following: documents, data, formulae, codes, methods, designs, prototypes, compilation of information, research, plans, programs, techniques, processes, products, source code, object code, software, devices, and reports, whether conceived or produced by Company, employees of Company, the Employee or any third party on Company’s behalf.
   6. **“Intellectual Property Rights”** means all copyrights, patents, trademarks, industrial designs, trade secrets and any other proprietary rights associated with Intellectual Property.
   7. **“Prospective Customer”** means any person, firm or corporation that may potentially be a customer of Company, in respect of whom the Employee (whether alone or in combination with any other party) was consulted or was otherwise involved, including by contacting, soliciting, selling, serving, or receiving business from such potential customer, at any time during the period of their employment with Company, or otherwise on behalf of or as a representative of Company.
   8. **“Public Software”** means any software that contains, or is derived in any manner (in whole or in part) from, any software that is distributed as free software, shareware, open source software (e.g., Linux) or similar licensing or distribution models, including software licensed or distributed under any of the following licenses or distribution models, or licenses or distribution models similar to any of the following: (i) GNU’s General Public License (GPL) or Lesser/Library GPL (LGPL), (ii) the Artistic License (e.g., PERL), (iii) the Mozilla Public License, (iv) the Netscape Public License, (v) the Sun Community Source License (SCSL), (vi) the Sun Industry Standards License (SISL), (vii) the BSD License and (viii) the Apache License.
   9. **“Work Product”** means all work performed, and all work product produced, by Employee in the course of Employee’s employment with Company, including but not limited to software, documentation, memoranda, contacts and contact lists, ideas, designs, inventions and processes and all Intellectual Property therein.
   10. Where “they” or “their” has been used to refer to the Employee, such pronoun shall be deemed to be in the singular and refer to the correct gender of the Employee, to read “he”, “she”, “his” or “her”, as applicable.

## JOB RESPONSIBILITIES

* 1. Employee shall be employed by Company in the capacity of **[insert job title (sales or marketing)]** and shall have such responsibilities and authority as Company may assign from time to time. The initial job description shall be as set forth in Schedule A, and is subject to change from time to time. Additionally, Employee agrees to perform such duties and responsibilities as may be assigned to Employee by Company from time to time. Such duties may include business travel. Company reserves the right to amend Employee’s title, duties, responsibilities and powers from time to time in its sole discretion, in accordance with Company’s standard policies and procedures, and taking into consideration the overall needs of the company and the performance and capabilities of the Employee.
  2. Employee will be employed on a **{number of months}** month probationary period at the end of which time their performance will be reviewed. If Employee’s performance during the probationary period is judged to be unsatisfactory, for any reason, Employee’s employment will be terminated in accordance with the termination provisions herein. If Employee’s performance is satisfactory at the end of their probation, Employee will become a permanent employee.
  3. Employee agrees that they will devote their full working time and attention to carrying out their responsibilities on behalf of Company and they shall use their best efforts, skills and abilities to further the interests of Company. During their employment, unless Employee obtains the express written consent of the President of Company, Employee shall not: (a) engage in any other employment or gainful occupation in which Employee receives compensation, or (b) undertake any other business that competes with Company, or (c) engage in ongoing activities that render Employee unavailable for, or diverted from, their duties pursuant to Section 2.1 above.
  4. Employee’s initial place of work will be at **[insert company address]** subject to any business travel as may be necessary in the performance of Employee’s duties.
  5. Employee agrees to comply with all Company internal policies and procedures, as may be revised from time to time and made available to Employee.
  6. Employee acknowledges that during the term of this Agreement, Employee may be working with and exposed to Company’s proprietary software, which must be kept confidential until and unless it becomes public knowledge through no fault of Employee, in accordance with the confidentiality provisions herein. Employee’s use of such software shall be limited to performing the work that Company requires the Employee to perform. Without limiting the foregoing, Employee shall not, and shall not allow others to, reverse engineer, decompile, or otherwise attempt to derive source code, underlying ideas, algorithms, structure, or organization of Company’s software, Employee shall not utilize Company’s software in conjunction with any Public Software in a manner which would require any Company’ software to be disclosed or distributed in source code form or made available at no charge, and Employee shall not include any Public Software or other third party software into any Work Product without the express prior written approval of Company in each case.

## REMUNERATION

* 1. Employee’s initial annual salary, together with any additional compensation structure, shall be as set forth in Schedule A. This salary shall be paid to Employee in accordance with Company’s regular payroll practices and procedures, as may be revised from time to time.
  2. Employee’s salary and other remuneration entitlements shall be reviewed by Company every twelve (12) months, in accordance with Company’s policies, practices and procedures as they may exist from time to time. Company reserves the right to modify Employee’s salary and other remuneration entitlements based upon Employee’s performance of their duties as set forth in Section 2 above. All such modifications shall be provided to Employee in writing.
  3. All amounts in this Agreement are in Canadian dollars.
  4. Upon successful completion of Employee’s probationary period, Employee will be eligible to participate in the Company’s Stock Option Plan, as described in Schedule A. The stock option grant is subject to the approval of the Board of Directors, at their next regularly scheduled meeting following Employee’s probationary period.  **[delete this section if you do not have a stock option plan]**

1. **BENEFITS AND VACATION**
   1. Employee will be eligible to join Company’s company group benefits plan and Long Term Disability plan after 90 days of continuous employment with Company. Company will cover the cost of Employee’s membership in such plans; however, should Employee be required to contribute to such plans in future, such Employee contributions shall be made by payroll deduction. Employee’s participation in the above mentioned plans is contingent upon Employee’s ability to qualify for the program as determined by the insuring company. Employee acknowledges that the requirements of Company’s company group benefits plan and/or Long Term Disability plan may change from time to time based on the changing needs of Company and/or the insurer, and that Company shall be entitled to make such changes upon notice to the Employee. **[delete this section if you do not have a benefits plan, and also the reference to benefits in the section heading]**
   2. Employee is entitled to \_\_\_\_\_ weeks of vacation per year. Vacation time is accrued at the rate of \_\_\_\_\_ days per month. Vacation pay (in lieu of vacation time) is based on 4**%** of Employee’s base salary earned. Employee must schedule their holidays to occur at times mutually agreed upon by Employee and Employee’s supervising manager. Increases in vacation time accrual and pay percentage shall be in accordance with the Company’s standard practices and procedures, as may be revised from time to time. **[for help in calculating vacation time accumulation, check Ontario Ministry of Labour website:** [**https://www.labour.gov.on.ca/english/es/pubs/guide/vacation.php**](https://www.labour.gov.on.ca/english/es/pubs/guide/vacation.php)**]**

### EXPENSES

* 1. All expenses will be reimbursed in accordance with Company’s then-current expense policy. Company shall have no obligation to reimburse Employee for any expense that has not been pre-approved in writing by Company and is not submitted in accordance with Company’s then-current expense policy. Without limiting the foregoing, Company shall not reimburse Employee for any local travel between Company’s facilities and Employee’s home or office.

1. **CONFIDENTIAL INFORMATION** 
   1. Employee acknowledges that as part of their employment duties, Company will disclose, and Employee will be exposed to, Confidential Information, whether expressly provided to Employee by Company or otherwise made accessible to Employee in the course of employment.
   2. Employee agrees that at all times during the term of this Agreement and at all times following termination of this Agreement, whether voluntary or involuntary:
2. the Employee shall maintain all Confidential Information in strict confidence, shall take all necessary precautions against unauthorized disclosure of the Confidential Information, and shall not directly or indirectly, disclose, allow access to, transmit or transfer any Confidential Information to a third party without the knowledge and express written consent of Company;
3. the Employee shall not use, disclose or reproduce the Confidential Information except for the benefit of Company and as reasonably required in the performance of Employee’s employment duties;
4. the Employee shall not remove from Company’s facilities: (i) originals or copies of any Confidential Information, (ii) originals or copies of proprietary material of any kind or description concerning the business and affairs of Company, or (iii) any information relating to Customers or Prospective Customers of Company except where such removal is reasonably required for Employee to perform its duties and is specifically with the knowledge and consent of Company;
5. the Employee shall not directly or indirectly disclose information pertaining to the Employee’s remuneration to any person, whether an employee or contractor of Company or any third party, and the Employee agrees that such disclosure may result in discipline up to and including termination of employment; and
6. the Employee agrees to advise Company immediately in writing of any misappropriation, disclosure, conversion or misuse by any person of any Confidential Information of which the Employee may become aware.
   1. If Company consents to the Employee disclosing Confidential Information to a third party, all such information shall be clearly marked and noted as being the “Proprietary Confidential Information of Company Inc.”, or, if verbally disclosed, shall be expressly identified as Confidential Information of Company. Employee shall also, where and when required, summarize in writing all verbally disclosed Confidential Information and provide such summary to the third party to whom the Confidential Information was disclosed in order to confirm the confidentiality of such Confidential Information.
   2. The Employee agrees that upon the earlier of a request by Company or the termination of this Agreement by either party for any reason, the Employee shall immediately return to Company all Confidential Information and all documents and data referred to in Section 6.2(c) above which are in the Employee’s possession or control.
   3. Employee specifically acknowledges and agrees that damages may not be an adequate remedy to compensate Company for any breach of Employee’s obligations contained herein, and accordingly Employee agrees that in addition to any and all other remedies available, Company shall be entitled to obtain relief by way of a temporary or permanent injunction to enforce these obligations.
   4. The non-disclosure obligations of Employee under this Agreement shall not apply to Confidential Information which Employee can establish:
7. is, or becomes, readily available to the public other than through a breach of its obligations under this Agreement;
8. was disclosed, lawfully and without breach of any contractual or other legal obligation, to Employee by a third party without any confidentiality obligation attached to such information;
9. was lawfully known to Employee without any confidentiality obligation prior to receipt of the Confidential Information from Company; or
10. was independently developed or discovered by Employee outside of the course of Employee’s performance of their obligations under this Agreement, without any reference to any Confidential Information obtained directly or indirectly from Company.
    1. Employee may also disclose Confidential Information if and only to the extent that they are required to do so by law, provided that Employee gives Company sufficient notice to enable Company to seek an order limiting or precluding such disclosure.
11. **PRIVACY**
    1. Employee acknowledges that, while Company respects Employee’s privacy, Employee has no privacy interest in any items or material stored at Company’s premises, including without limitation any data stored on Company’s computers or network, such as email. Without limiting the foregoing, Employee further acknowledges that the full contents of Employee’s email and stored data may be made known to other Company employees as required in the normal course of Company operations, both during and after Employee’s employment with Company.
    2. Company reserves the right to monitor communications made by Employee using Company’s facilities and resources, and reserves the right to search and enter all areas of Company’s premises, including any locked desks or drawers.
    3. Employee hereby consents to the collection, processing, use, transmission and retention of personal information of the Employee by Company for the purposes of administering and furthering the employment relationship between Employee and Company.
12. **INTELLECTUAL PROPERTY**
    1. Employee acknowledges that Company is the exclusive owner of all Intellectual Property and Intellectual Property Rights. Employee represents and warrants that all Work Product will be as a result of original developments, and Employee will not knowingly incorporate into the Work Product any virus or other harmful code, or any intellectual property of any other person, firm, corporation or other entity, or any Public Software, without the express written consent of Magnet Forensics.
    2. Employee hereby assigns to Company all right, title and interest throughout the world and universe, including without limitation, all copyrights, trade-marks, trade secrets, patent rights, and any other intellectual property right in and to the Work Product, in perpetuity and without further compensation, free and clear of all liens, security interests and encumbrances whatsoever. Specifically, but without restricting the generality of the whole of the Agreement, Employee acknowledges that Company owns or shall own every and all rights to patent any and all inventions and to register any and all industrial designs, trademarks or copyrights, whether or not such inventions are patented or patentable, or such industrial designs, trademarks or copyrights are registered or registrable, that arise out of or are related to the Work Product. Employee further agrees to promptly disclose to Company as developed, without cost or delay, all available information relating to Work Product, together with all necessary documentation, code, specifications, plans and models.
    3. Employee hereby waives his or her moral rights in the Work Product, including, without limitation, the right to the integrity of the Work Product, the right to be associated with the Work Product in any way, the right to restrain or claim damages for any distortion, mutilation or other modification of the Work Product, and the right to restrain the use or reproduction of the Work Product in any context and in connection with any product, service, cause or institution, effective at the time the particular Work Product is created.
    4. Employee agrees to cooperate fully with Company, both during and after the termination of this Agreement, with respect to signing further documents and doing such acts and other things reasonably requested by Company to confirm the transfer of ownership of the Intellectual Property, Intellectual Property Rights or Work Product, the waiver of his or her moral rights therein, and to obtain or enforce trade-mark, copyright, trade secret, patent or other protection for Intellectual Property or the Work Product. Employee shall not receive any consideration or royalties in respect of such transfer of ownership, beyond the payments set forth in Section 3, provided that the expense of obtaining or enforcing intellectual property protection shall be borne by Company. Employee covenants that it shall not, either during the term of this Agreement or thereafter, directly or indirectly, contest or assist any third party to contest, Company’s ownership of the Intellectual Property, Intellectual Property Rights, or Work Product, or any intellectual property rights therein or related thereto. In the event that Employee is unable or unwilling to execute any such document as requested by Company, Employee hereby irrevocably appoints the President of Company as their attorney to execute such documents and make any filings on their behalf.
    5. During the term of this Agreement, the Employee agrees and covenants to disclose to Company promptly, and fully and in writing any and all inventions created or conceived by the Employee during the Employee’s employment with Company and in the course of the Employee’s performance of duties under this Agreement (“Inventions”). All such Inventions shall be subject to the provisions of Sections 8.1, 8.2 and 8.3 herein. In addition, following termination of this Agreement, whether voluntary or involuntary, the Employee agrees and covenants to disclose to Company all patent applications filed by the Employee within a year after termination of this Agreement which are: (a) relevant to Company’s interests or business, or (b) which relate to knowledge obtained by the Employee in the course of the Employee’s performance of duties under this Agreement. At the time of each such disclosure, the Employee agrees and covenants to advise Company in writing of any inventions which the Employee believes not to be the property of Company and the Employee agrees and covenants to provide to Company in writing all evidence necessary to substantiate that belief.
13. **WARRANTIES**
    1. Employee warrants that:
14. Employee shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, provincial, state, municipal and local governing bodies, in performing their employment duties hereunder;
15. Employee shall take all necessary precautions to protect the integrity of Company’s facilities and computer systems and, where applicable, Company’s customer’s facilities and computer systems, including without limitation, complying with any applicable policies for the use and care of these facilities and systems;
16. Employee has not brought to Company, nor shall they use in the performance of their employment duties hereunder, any confidential materials or documents of any former client or employer of Employee, or of any other third party, unless Employee has received prior written authorization to do so from the owner of the confidential materials or documents;
17. the performance of this Agreement shall not breach any other agreement entered into by Employee; and
18. Employee is not a party to or bound by the terms of any agreement with any previous employer or any other party that would prevent or restrict Employee from performing services for Company or fulfilling Employee’s obligations under this Agreement.
19. **INDEMNITY**
    1. Employee shall indemnify and hold harmless Company and any companies affiliated, associated or otherwise related to Company, and their respective agents, independent contractors, directors, officers and employees from and against any and all damages, injuries, claims, demands, actions, liabilities, costs and expenses (including reasonable legal fees) incurred or made against Company arising from or connected with Employee’s breach of any warranty, representation or covenant herein, Employee’s negligence, or Employee’s willful misconduct.
20. **NON-SOLICITATION**
    1. The Employee agrees that, during the term and for a period of one (1) year after the termination of this Agreement, they shall not (whether directly or indirectly, individually or in partnership or jointly or in conjunction with or for the benefit of any person) solicit, recruit, induce or attempt to influence any Customer or Prospective Customer to terminate or reduce its relationship with Company (including without limitation by using their knowledge of Company’s relationship with Customer or Prospective Customer to support any competitive proposal to such Customer or Prospective Customer).
    2. Company acknowledges that Employee may have knowledge of certain Customers or Prospective Customers prior to Employee’s employment with Company (“Prior Contacts”) and further acknowledges that certain Customers or Prospective Customers may contain autonomous departments and divisions that have no current or prospective relationship with Company (“Extended Companies”). Notwithstanding the provisions of Section 11.1, Employee shall not be deemed in breach of Section 11.1 if:
       * 1. after the termination of this Agreement, Employee solicits or recruits Prior Contacts for employment or other work, provided that: (i) Employee does not utilize any specific knowledge gained during Employee’s employment with Company in such solicitation or recruitment or in Employee’s subsequent employment or work for such Prior Contacts, and (ii) such solicitation or recruitment does not arise from, and is in no way connected to, Company opportunities with such Prior Contacts of which Employee is aware (whether past, current or future) or any work that the Employee has performed for Company; or
         2. after the termination of this Agreement, Employee solicits or recruits Extended Companies for employment or other work, provided that: (i) the department or division of the Extended Companies solicited by the Employee has no current or prospective relationship with Company; (ii) Employee does not utilize any specific knowledge gained during Employee’s employment with Company in such solicitation or recruitment or in Employee’s subsequent employment or work for such Extended Companies, and (iii) such solicitation or recruitment does not arise from, and is in no way connected to, Company opportunities with such Extended Companies of which Employee is aware (whether past, current or future) or any work that the Employee has performed for Company.
    3. The Employee agrees that, during the term and after the termination of this Agreement, they shall not (whether directly or indirectly, individually or in partnership or jointly or in conjunction with or for the benefit of any person), solicit (which term shall include the acts of soliciting, recruiting, inducing or attempting to influence) any other person, firm or company who is an employee or contractor (as defined by the laws of Ontario including the common law) of Company (the “Solicited Party”) to leave the employ of Company or terminate his, her or its contract with Company, unless:
    4. in respect of any such Solicited Party, the Employee pays to Company an amount equal to 150% of the annual salary of such Solicited Party paid by Company, or the total contractual amount paid or payable to such Solicited Party by Company, as applicable; or
    5. Company otherwise expressly provides its prior written consent to such specific solicitation.
    6. The Employee agrees that the foregoing amounts represents Company’s reasonable liquidated damages in respect of a breach of this Section 11 and are not a penalty and are enforceable as such. In addition to these damages, Employee acknowledges that a breach of this provision would cause irreparable harm to Company, and that Company is therefore entitled to a permanent and interlocutory injunction prohibiting the Employee from engaging in such activity upon reasonable apprehension of such breach. Employee confirms that the obligations set out in this Section 11 are fair and reasonable, and that, given Employee’s general knowledge and experience, they will not preclude Employee from becoming gainfully employed or from otherwise working elsewhere in Employee’s industry following the expiration or termination of this Agreement.
21. **TERM AND TERMINATION**
    1. Employee’s term of employment shall commence on **\_\_\_\_\_\_\_\_\_\_\_\_\_** and shall continue until terminated in accordance with this Section 12.
    2. Employee may terminate their employment with Company at any time upon providing Company with at least two (2) weeks’ prior written notice.
    3. Employee acknowledges that if Employee is terminated by Company during the first three (3) months of their probationary period, Employee will not be entitled to any termination pay, severance pay or notice, and Employee’s benefits will cease as of the termination date. If Employee is terminated by Company during any month of their probationary period following the first three (3) months, Employee will be provided with the minimum required notice or payment in lieu thereof pursuant to the Ontario Employment Standards Act, 2000, as amended, and Employee’s benefits will continue for the applicable notice period. In either case, Company shall pay Employee all amounts of base salary and vacation pay owing up to the termination date.
    4. Employee specifically agrees that if Company terminates Employee for Cause, such termination shall immediately take effect, and Employee shall not be entitled to any termination pay, severance pay, or notice whatsoever. Company shall pay to Employee all amounts of base salary and vacation pay owing up to the termination date.
    5. In the event that Company terminates Employee without Cause, Company shall only be obligated to provide Employee with the minimum required notice or payment in lieu thereof pursuant to the Ontario Employment Standards Act, 2000, as amended. Company may, in its sole discretion, provide Employee with additional severance payments, taking into account the circumstances of Employee’s termination, Employee’s tenure at Company, and Employee’s position. Company shall continue Employee’s benefits during such notice period. Company shall also pay Employee all amounts of base salary, vacation pay and earned performance incentive and commissions owing up to the date of termination.
    6. Company reserves the right to temporarily lay off Employee in accordance with the Ontario Employment Standards Act, 2000, as amended, if required in Company’s sole judgment and discretion.
    7. Upon termination, Employee shall return, in good condition, all Company property that is within the Employee’s possession or control, including without limitation any information used or distributed by Company, equipment, supplies, diskettes, software, keys, books, records, reports, files and manuals
22. **GENERAL**
    1. **Additional Obligations.** Employee acknowledges that their obligations under this Agreement are in addition to and not in substitution for: (i) any fiduciary duty Employee may owe to Company; and (ii) any protections afforded to the Confidential Information at law and in equity. Employee acknowledges and agrees that Company will suffer irreparable harm if Employee breaches any of their obligations under this Agreement, and that monetary compensation will be inadequate to compensate Company for such breach. In the event of such a breach, in addition to the right of Company to terminate Employee’s employment and/or require Employee to pay liquidated damages to Company, Company shall have all other rights, remedies or damages available to Company at law or in equity, including injunctive relief.
    2. **Assignment.** Company shall have the right to assign this Agreement to its successors and assigns, and all covenants and agreements hereunder shall ensure to the benefit of and be enforceable by said successors and assigns. This Agreement shall apply notwithstanding any change in Employee’s employment or manager within Company.
    3. **Survival.** Any provision of this Agreement which expressly states that it is to continue in effect after termination or expiration of this Agreement or Employee’s employment, or which by its nature would survive the termination or expiration of this Agreement or Employee’s employment, shall do so, regardless of the manner or cause of termination. This includes, but is not limited to, the obligations contained in Section 6 (Confidentiality), Section 8 (Intellectual Property), Section 9 (Warranties), Section 10 (Indemnity), and Section 11 (Non-Competition and Non-Solicitation).
    4. **Notices.** Any notices, reports or other communications required or permitted to be given under this Agreement shall be in writing and shall be sufficient if delivered by hand or sent by registered mail, courier or facsimile addressed to Company or Employee at their respective addresses appearing in this Agreement, or to such other address as one party advises the other party in writing. Any such notices, reports, or other communications shall be deemed to have been received by the party to whom they were addressed upon delivery by hand, registered mail, courier or facsimile when received.
    5. **No Waiver.** No waiver by either party of a breach or omission by the other party under this Agreement shall be binding on the waiving party unless it is expressly made in writing and signed by the waiving party. Any waiver by a party of a particular breach or omission by the other party shall not affect or impair the rights of the waiving party in respect of any subsequent breach or omission of the same or different kind.
    6. **Severability.** If any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, any such provision shall be severable from this Agreement, in which event this Agreement shall be construed as if such provision had never been contained herein.
    7. **Dispute Resolution and Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Ontario, excluding rules of private international law that lead to the application of the laws of any other jurisdiction. The courts of Ontario shall have the exclusive jurisdiction to hear any matter arising in connection with this Agreement.
    8. **Entire Agreement/Modification.** This Agreement and any policies referenced herein constitute the entire agreement between the parties and supersede all previous agreements and understandings relating to the subject matter hereof. Except as expressly provided herein, this Agreement may not be altered, amended, or modified except by a written instrument signed by the duly authorized representatives of both parties.
    9. **Counterparts.** This Agreement may be executed in counterparts, or facsimile counterparts, each of which when executed by either of the parties shall be deemed to be an original and such counterparts shall together constitute one and the same Agreement.
    10. **Employee Acknowledgement/Independent Legal Advice.** Employee acknowledges that they have carefully read and considered the provisions of this Agreement. Employee further acknowledges that they have had the opportunity to seek legal advice, and have either obtained such advice with regard to this Agreement, or have chosen not to do so. Employee agrees that the restrictions set forth in this Agreement are fair and reasonable, are reasonably required for the protection of the interests of Company and its business, officers, directors and employees, and shall not impair Employee’s ability to secure employment within the field or fields of their choice.

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| --- | --- | --- |
| **Company: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |  | **Employee: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** |
| Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
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| Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  | Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |  |

**SCHEDULE A**

**JOB DESCRIPTION, SALARY AND COMPENSATION**

**INITIAL JOB DESCRIPTION**

**[insert initial job description]**

**SALARY AND COMPENSATION**

Employee’s compensation will consist of a combination of fixed salary, stock options, and variable compensation in accordance with Company’s Sales Incentive Plan, as described herein. **[modify to describe what the employee will actually get as compensation]**

**Annual Salary:**

**[insert salary amount]**

**Stock options: [delete section if not applicable]**

Subject to Employee’s agreement to, and compliance with, the Shareholders’ Agreement and grant documentation, we will provide you with the following stock options:

**[insert stock option grant]**

**Additional Compensation Model: [delete section if not applicable]**

**[insert any other bonus model]**