

See Paragraph 4 - Reimbursement of travelling expenses.

See Paragraph 5

AGREEMENT dated as of 1, 194 ,
 between COMPANY, a corpora-
 tion (hereinafter called the Company), party
 of the first part, and ,
 of (hereinafter called the
 Employee), party of the second part.

The Employee is now in the employ of the Company.
 The Company desires to retain the services of the Employee
 and the Employee desires to remain in the employ of the Com-
 pany on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the premises
 and of the mutual agreements hereinafter set forth, the par-
 ties hereto have agreed, and do hereby agree, as follows:

FIRST: The Company will continue to employ the
 Employee in its business, and the Employee will continue to
 work for the Company therein, for a period of ()
 years beginning 1, 194 , and ending ,
 194 , and thereafter from year to year, unless and until such
 employment hereunder shall have been terminated as hereinafter
 provided. The Employee shall perform such duties as shall
 from time to time be delegated or assigned to him by the offi-
 cers of the Company. Such duties shall include, without
 limitation,

SECOND: During the continuation of his employment by the Company, the Employee will devote his entire time, energy and skill to the services of the Company and the promotion of its interests and will not during such time engage, or be otherwise directly or indirectly interested, in any business competing with or of a nature similar to the business of the Company or any part thereof, nor take part in any activities detrimental to the best interests of the Company.

THIRD: The compensation which the Company is to pay to the Employee for his services during the period of his employment under this Agreement shall be at the rate of \$ per annum, said compensation being paid during each year in equal monthly instalments on the day of each calendar month.

FOURTH: The Company shall reimburse the Employee for all reasonable and necessary traveling expenses and other disbursements incurred by him for or on behalf of the Company in the performance of his duties. For such purpose the Employee shall submit to the Company periodical reports of such expenses, all of which expenses shall be subject to the approval of the proper officers of the Company.

FIFTH: The Employee shall be entitled to have a reasonable vacation during each year which shall be at such time as shall be mutually agreed upon between the Employee and the proper officers of the Company.

SIXTH: The employment of the Employee under this Agreement may be terminated by the Employee or by the Company upon three months written notice to the other as at

, 194 ,* or, if not theretofore terminated, as at any

** thereafter.

SEVENTH: If the Employee shall by reason of ill health or for any other cause be incapacitated from performing his duties under this Agreement for a period of six consecutive calendar months, or shall be guilty of such misconduct or insubordination as in the absence of any agreement in writing between the parties hereto would entitle the Company to terminate his employment, or if the Employee shall fail, neglect or decline to carry out any of the agreements herein contained on his part to be performed, then, and in any such event, the Company may terminate this Agreement and the employment of the Employee hereunder by written notice to the Employee to such effect, whereupon this Agreement in its entirety and said employment hereunder shall terminate as of the date specified in said notice.

* End of term stated in Article First.

** Day and month on which term ends.

EIGHTH: Unless the Company shall have specifically waived the obligations of the Employee in this Article EIGHTH set forth by written notice to that effect given to him at least thirty but not more than ninety days prior to the termination of his employment hereunder, the Employee will not for a period of one year after the termination of his employment under this Agreement engage in, represent in any way or be connected with, either directly or indirectly, any business competing with or of a nature similar to the business of the Company or any part thereof, and, during such period, the Employee will not communicate or divulge to any person, firm or corporation, either directly or indirectly, any business affairs of the Company, any experience gained by him while in its employ, the names of any of its customers, or any other information relating to the business of the Company or its products. During said period of one year, and as further consideration for the obligations assumed by the Employee under this Article EIGHTH, the Company shall, unless the obligations of the Employee under this Article EIGHTH shall have been waived by the Company as aforesaid, pay to the Employee during said year the sum of \$ _____, payable in equal monthly instalments on the _____ day of each calendar month.

NINTH: This Agreement supersedes all prior and

other contracts relating to employment between the Employee and the Company.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

COMPANY,

by

Vice-President.

Attest:

Secretary.

_____ [L.S.]

[Provision regarding inventions
to be used where appropriate]

FIFTH: The Employee will hold in a fiduciary capacity for the benefit of the Company and will disclose fully to the Company immediately upon origination or acquisition thereof, any and all inventions, discoveries, improvements, processes and devices made, discovered or developed by the Employee, solely or jointly with others, or otherwise, during the term of his employment by the Company and during a period of one year after the termination of such employment, and which may be directly or indirectly useful in, or relate to, the composition, manufacture, production, sale, application or use of any and all manner of

and any other article or composition of like or similar nature, or any other article or

used or sold by the Company. At the request of the Company the Employee will make application in due form for United States letters patent and foreign letters patent on said inventions, discoveries, improvements, processes and devices, and will assign to the Company all his right, title and interest in said inventions, discoveries, improvements, processes, devices and patent applications therefor or patents thereon, and will execute at any and all times any and all instruments and do any and all acts necessary or which the Company may deem

desirable in connection with such application for letters patent or in order to establish and perfect in the Company the entire right, title and interest in and to said inventions, discoveries, improvements, processes, devices, patent applications therefor or patents thereon, and also will execute any instruments necessary or which the Company may deem desirable in connection with any continuations, renewals or reissues thereof or in the conduct of any proceedings or litigation in regard thereto. All expenses incurred by the Employee by reason of the performance of the foregoing provisions of this Article FIFTH shall be borne by the Company.