

**SERVICE AGREEMENT  
(General)  
(Long Form)**

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**SERVICE AGREEMENT** entered into in the City of ....., Province of .....,  
Canada.

**BETWEEN:** **V1** ..... (*name of individual*), ..... (*occupation*), domiciled and  
residing at ..... (*civic number and street name*), in the City of  
..... (*name of city*), Province of ..... (*name of province*),  
..... (*postal code*), doing business as ..... (*business name*);

**OR**

**V2** ..... (*corporate name*), a legal person duly incorporated under the  
..... *Act (name of statute under which the corporation was incorporated)*,  
having its principal place of business at ..... (*civic number and street name*), in  
the City of ..... (*name of city*), Province of ..... (*name of province*),  
..... (*postal code*), and duly registered under the designating  
number ..... in accordance with the ..... *Act (name of the applicable statute governing the legal registration of the corporation)*;

**V2.1 (Authorized Representative) (to be added after V2, if applicable)**

, represented by ..... (*name of representative*), its ..... (*title of representative*), duly authorized for the purposes hereof, as he/she so declares;

**V2.2 (Authorized Representative by Resolution) (to be added after V2, if applicable)**

, represented by ..... (*name of representative*), its ..... (*title of representative*), duly authorized for the purposes hereof as indicated in the resolution of the sole director [OR board of directors], attached hereto as Schedule A;

**OR**

**V3** ..... (*common business name*), [a general partnership], **OR** [a limited partnership represented by ..... (*name of its general partner*), its general partner] **OR** [an undecleared partnership], **OR** [a joint venture], **OR** [a collaboration], **OR** [a group of persons] exercising an organized economic activity of a commercial nature, duly formed under the [..... *Act (identify applicable statute)*] **OR** [*Civil Code of Québec*] **OR** [applicable general law], having its head or registered office at ..... (*civic number and street name*), in the City of ..... (*name of city*), Province of ..... (*name of province*), ..... (*postal code*), and duly registered (*as the case may be*) under the designating number ..... in accordance with the ..... *Act (name of the applicable statute governing the legal registration of the corporation)* represented by ..... (*name of representative*), its ..... (*title of representative*), duly authorized for the purposes hereof as he/she so declares **OR** [as indicated in the resolution of the partners of the general partnership], **OR** [as indicated in the resolution of the sole director [or Board of

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Directors] of the general partner of the limited partnership], **OR** [as indicated in the resolution of the partners of the undeclared partnership], **OR** [as indicated in the resolution of the sole director [or Board of Directors] of each participant in the joint venture, **OR** [as indicated in the resolution of the sole director [or Board of Directors] of each participant in the collaboration], **OR** [as indicated in the resolution of the members of the group of persons], attached hereto as Schedule A;

**HEREINAFTER REFERRED TO AS THE “CLIENT”;**

**AND:** ..... *(identify service provider)*;

**HEREINAFTER REFERRED TO AS THE “PROVIDER”;**

**HEREINAFTER COLLECTIVELY REFERRED TO AS THE “PARTIES”.**

---

**RECITALS**

THE PARTIES DECLARE AS FOLLOWS:

- (A) The CLIENT is engaged in the business of ..... *(identify business sector)*;
- (B) The PROVIDER is engaged in the business of ..... *(identify business sector)*;
- (C) The CLIENT wishes to retain the services of the PROVIDER for ..... *(describe required services)*;
- (D) The PARTIES wish to record the terms of their agreement regarding such purpose in a private instrument;
- (E) It is the intent of the PARTIES that their agreement be construed as a contract by mutual agreement.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

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**0.00 INTERPRETATION**

**0.01 Definitions**

Unless otherwise indicated herein or inconsistent with the context, capitalized words and expressions appearing in this agreement [and in any ancillary or subordinate documentation] will be interpreted as follows:

**0.01.01 Activities**

means regarding the PROVIDER, ..... *(describe its business activities)*, and means regarding the CLIENT, ..... *(describe its business activities)* and includes in respect of each PARTY any other activity related to such business activities and any new area of activity in which a PARTY may carry on business from time to time during the term of the Agreement;

**0.01.02 Agreement**

means this agreement including its recitals and schedules, any related or ancillary documentation identified therein, as well as any amendments thereto that the PARTIES may make from time to time in accordance with Section 12.05 herein;

**0.01.03 Best Efforts**

means the efforts that a Person, including a PARTY, desirous of achieving a result and acting prudently and diligently would use in similar circumstances to maximize, to the extent reasonably practicable, the probability that a result will occur and includes the generally recognized or common trade practices of any trade or profession as well as the generally acknowledged best practices in a field of activity;

**0.01.04 Breach**

means:

- (a) any misrepresentation, inaccuracy, error, or failure to disclose;
- (b) any non-compliant performance or failure to perform an obligation; or
- (c) any non-compliance, infringement, default or failure to satisfy any other provision;

**0.01.05 Change in Control**

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means, regarding any PARTY that is a legal person, any of the following events:

- (a) the direct or indirect acquisition of more than FIFTY PERCENT (50%) of such PARTY's voting rights by any Person, other than a Person already holding shares in that PARTY;
- (b) the acquisition by any Person, other than a Person holding shares in such PARTY, of the right to elect or appoint a majority of the directors in that PARTY;
- (c) an agreement for the sale or disposition of all or substantially all of that PARTY's assets;
- (d) a restructuring of that PARTY leading to an assignment of its rights under the Agreement to a Related Person;
- (e) an amalgamation involving that PARTY; or
- (f) the approval by the shareholders of that PARTY of a plan for its complete liquidation;

**0.01.06 Confidential Information**

means any information (commercial, technical, scientific, financial, legal, personal or other information) that a PARTY discloses [before and] during the term of the Agreement and that the receiving PARTY, exercising reasonable business judgment, understands to be confidential, including, in particular, any information related to its Activities, business strategies and opportunities, finances, Intellectual Property, suppliers, clientele or employees, but excludes:

- (a) information known to the receiving PARTY prior to the date of its disclosure;
- (b) information known by or available to the public prior to the date of its disclosure;
- (c) information that becomes known by or available to the public after the date of its disclosure and that does not result from a breach of the confidentiality undertaking by the receiving PARTY;
- (d) information received at any time by a Person who is not bound to one of the PARTIES by a confidentiality undertaking with regard to that information;
- (e) information independently produced by the receiving PARTY;
- (f) personal information provided by an individual when such information is being used for the purpose for which it was previously disclosed or any other purpose permitted by Law;

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**0.01.07 Force Majeure**

means any event beyond the control of a PARTY that could not have been reasonably foreseen and against which it could not have protected itself such as any natural disaster, epidemic, fire, accident, act of war (whether declared or not), insurrection, riot, act of terrorism, wildcat strike, spontaneous work stoppage or slowdown, lock-out, change in market conditions, power or communication breakdown, intervention by civil or military authorities, or non-compliance with any order issued by any governmental authority, court, tribunal or public authority [OR ..... (identify any other event that is relevant in the context of the agreement)];

**0.01.08 Intellectual Property**

means all the intellectual assets of any PARTY, including:

- (a) those protected by contract, such as know-how, trade secrets, recipes and other similar assets; and
- (b) those protected by any Law relating to patents, copyright, trademarks, industrial designs, integrated circuit topographies or plant varieties;

and includes any application made to a public authority for the purpose of securing intellectual property rights to such assets;

**0.01.09 Law**

means, relating to any federal, provincial municipal or foreign jurisdiction, any law, regulation, order, decree, guideline, administrative policy or other legislative or executive instrument issued by a public or quasi-public authority, any general rule of law as well as any legal or administrative decision by a competent court relating to the validity, interpretation and application thereof, and includes, when required, an international treaty or inter-provincial or inter-governmental agreement, it being understood that any reference in the Agreement to a specific Law, includes any regulations adopted thereunder, any amendments thereto as well as any law or regulation that supplements or replaces such law or regulation, as the case may be;

**0.01.10 Legal Representatives**

means, in respect of each PARTY or, if applicable, its duly authorized assignee:

- (a) when a natural person, the executors of his estate or administrators of his property, his legal heirs, legatees, successors or mandataries, as the case may be;

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- (b) when a legal person, its directors, officers, shareholders, employees or representatives, as the case may be; and
- (c) when a partnership, joint venture, collaboration or any other group of persons, its authorized partners, general partners, mandataries or members, as the case may be;

**0.01.11 PARTY**

means a signing party to the Agreement and includes its Legal Representatives;

**0.01.12 Person**

means a natural person, partnership, business corporation, cooperative, association, labour union, trust or any other organization, whether or not incorporated, or any public authority of any foreign, federal, provincial, territorial or municipal jurisdiction that is not a PARTY, and includes its legal representatives;

**0.01.13 Prime Rate**

means the annual prime rate that the PROVIDER's [OR CLIENT's] primary financial institution, ..... (*identify financial institution*), sets from time to time to determine the fixed [OR variable] interest rate on loans it grants in Canadian dollars to its top-tier clients in Canada;

**0.01.14 Related Person**

means, with respect to each PARTY, any Person identified in section 251(2) of the Canada *Income Tax Act*, RSC 1985, c 1 (5th Supp), or any Person who does not deal at arm's length with the PARTY;

**0.01.15 Schedule**

refers to the production timeline of the Tasks/Work as set out in Schedule 0.01.15 attached hereto;

**0.01.16 Subsidiary**

means an entity controlled by a PARTY or under common control of a PARTY, through ownership or control of more than FIFTY PERCENT (50%) of the voting rights or other means of ownership or control of such entity, as long as such control is maintained;

**0.01.17 Tasks**

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refers, individually or collectively, as the case may be, to all the main tasks described in Schedule 0.01.17 attached hereto, and includes, where applicable, any other associated tasks that are required to properly perform the main tasks;

**0.01.18 Work**

refers to ..... (*identify the intellectual or physical work to be produced*), with regard to which the specifications are [**OR** scope of work is] set out in Schedule 0.01.18 of the Agreement.

**0.02 Entire Agreement**

The Agreement constitutes the entire understanding between the PARTIES. It supersedes any other written or verbal promise or covenant made prior to the date it was signed, any schedules attached to the Agreement, and any future amendments agreed upon by the PARTIES that do not comply with Section 12.05 of the Agreement.

**0.03 Applicable Law**

The Agreement will be interpreted and performed in accordance with the applicable Law of the Province of ..... (*name of province*), Canada.

**0.04 Non-Compliance**

**0.04.01 Severability**

In the event that any provision of the Agreement is deemed to be invalid or unenforceable, that provision must, whenever possible to do so, be interpreted, construed, limited or, if necessary, severed to the extent necessary to eliminate such invalidity or unenforceability, and all the remaining provisions of the Agreement will remain valid and continue to bind the PARTIES.

**0.04.02 Substitute Provision**

If required, the PARTIES agree to negotiate in good faith a valid and enforceable substitute provision that most nearly reflects the PARTIES' original intent or, in the event no substitute provision can be added, that provides any equitable adjustment that may be necessary.

**0.05 Miscellaneous**

**0.05.01 Cumulative Rights**

All rights referred to in the Agreement are cumulative and not mutually exclusive.

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**0.05.02 No Waiver**

Any waiver of the enforcement of a right granted by one of the PARTIES for the benefit of another PARTY may, under no circumstances, be interpreted or construed as a waiver of the enforcement of any other right granted hereunder unless, as a matter of exception, the wording of a provision of the Agreement requires that particular interpretation or construction.

**0.05.03 Time and Dates**

**(a) Time of the Essence**

Unless otherwise indicated in the Agreement, time is of the essence. No extension of or amendment to the Agreement may operate as a waiver of this provision, unless clearly stated as such.

**(b) Computation of Time**

(i) For the purposes hereof a working day includes all days, except for the following:

- Saturdays;
- holidays within the meaning of section 61 of the *Interpretation Act*, CQLR c I-16;
- December 26 and January 2.

(ii) When calculating any time limit and unless otherwise indicated in the Agreement, the following rules apply:

- a time limit is counted by whole days;
- if expressed in days, the day that marks the start is not counted but the last day is;
- a time limit expires at 12 midnight on the last day;
- a time limit that would normally expire on a non-working day is extended until the following working day;
- the term “month” means a calendar month [OR any period of THIRTY (30) consecutive days; and
- the term “year” means a calendar year [OR any twelve-month period following the effective date of the Agreement].

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**(c) Delays**

If any deadline or time limit for the performance of any duty or obligation hereunder is delayed as a result of:

- (i) any Breach by the PARTY owing the obligation that affects the performance thereof;
- (ii) any event of Force Majeure; or
- (iii) any amendment to the Agreement;

the deadline or time limit will be extended for a period of time equal to the duration of the delay caused by the above-mentioned factors or events for the PARTY that is not in default. Such extension is in no way intended to act as an additional time limit for the PARTY in default.

**0.05.04 Financial References**

All monetary amounts referred to in the Agreement are in ..... (*specify currency*). Unless otherwise indicated in the text, the amounts set out in the Agreement do not include the goods and services tax (GST) and the applicable provincial or Québec sales tax (PST/QST) as well as any other tax that may be levied by a public authority on those amounts during the term of the Agreement.

**0.05.05 Cross-References**

Unless otherwise indicated in the text, a reference to a Part includes all of the Sections contained in this Part, a reference to a Section includes all the Subsections contained in this Section, a reference to a Subsection includes all the Paragraphs contained in this Subsection and a reference to a Paragraph includes all of the Subparagraphs appearing in this Paragraph.

**0.05.06 Gender and Number**

Unless otherwise required by the context, in the Agreement, words denoting the singular include the plural and vice-versa, and words denoting one gender include the other gender, and, where applicable, use of impersonal pronouns (e.g. "it" and "its") is deemed to include personal pronouns of the appropriate gender where a PARTY is a natural person.

**0.05.07 Headings**

Headings used in the Agreement have no interpretative value and their sole purpose is to facilitate cross-referencing therein.

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## 0.05.08 Presumptions

The use of the terms “deemed” and “presumed” in the Agreement have the same meaning and produce the same effects as that indicated in article 2847 of the *Civil Code of Québec*.

## 0.05.09 Knowledge

A PARTY is deemed to have knowledge of a particular fact or matter if such PARTY is actually aware of that fact or matter or if it could be reasonable to expect to discover or otherwise become aware of that fact or matter in the Ordinary Course of Business, without such PARTY being required to make specific inquiries in respect of that fact or matter.

## 0.05.10 Approval

Unless otherwise indicated herein, where the Agreement requires the approval, opinion authorization or consent of any PARTY or third party, it must be made in writing.

## 0.05.11 Accounting Standards

Wherever reference is made in the Agreement to any calculation, it must be made in accordance with the *Accounting Standards for Private Enterprises* (ASPE) [OR *International Financial Reporting Standards* (IFRS)] consistently applied from time to time and approved by the Canadian Institute of Chartered Accountants (CICA), or any successor institute, as at the date on which such calculation or determination is made or required to be made, all of which will be binding on the PARTIES.

## 1.00 PURPOSE

### 1.01 Services

Subject [to the conditions set out in Section 1.02 being met and] to compliance with the terms of the Agreement, the CLIENT hereby agrees to retain the PROVIDER on a non-exclusive basis for the performance of the Tasks [OR to realize the Work], and in exchange for the consideration provided under Part 2.00 the PROVIDER agrees to complete the Tasks [OR Work] and to comply with the terms of the Agreement.

### 1.02 Conditions

#### 1.02.01 Required by CLIENT

The CLIENT’s undertaking to perform the Agreement is, however, contingent upon the following conditions being satisfied:

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(a) .....

(b) .....

**1.02.02 Required by PROVIDER**

The PROVIDER's undertaking to perform the Agreement is, however, contingent upon the following conditions being satisfied:

(a) .....

(b) .....

**1.02.03 Election**

Notwithstanding the foregoing, if any condition stipulated in Section 1.02 herein is not satisfied within the prescribed time limit to the satisfaction of the PARTY to whom the obligation is owed, the latter may, at its discretion:

(a) defer the closing session [OR effective date of the Agreement] by sending prior notice to the PARTY owing the obligation, so that it may remedy the situation within ..... (.....) days [OR months] (*indicate time limit granted*). Any such extension will be calculated from the time limit granted in the prior notice, it being understood that such new date or any other agreed upon extension will become either the closing session [OR effective date of the Agreement] for the purposes hereunder;

(b) waive, in whole or in part, any condition that is not satisfied within the required time limit, without prejudice to its right to withdraw from its undertaking to ..... (*describe undertaking*) [OR any undertaking related to satisfying such condition];

(c) execute the Agreement subject to its right to claim an indemnity;

(d) completely or irrevocably withdraw from ..... (*describe undertaking*) and, if necessary, require that the PARTIES be placed in the same position as before the signing of the Agreement.

**2.00 CONSIDERATION**

As consideration for the performance of the Tasks, the CLIENT agrees to pay the PROVIDER the following fees:

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**2.01 Hourly Fees**

**V1 (Hourly rate with cap)** As consideration for the performance of the Agreement, the CLIENT agrees to pay the PROVIDER the sum of ..... DOLLARS per hour (\$....../hr) up to a maximum of ..... DOLLARS ( \$ ..... ) annually [**OR** for the term of the Agreement].

**OR**

**V2 (Hourly rate without cap)** As consideration for the performance of the Agreement, the CLIENT agrees to pay the PROVIDER the sum of ..... DOLLARS per hour ( \$ ..... /hr) annually [**OR** for the term of the Agreement].

**2.02 Increase**

The compensation described in Section 2.01 may not be increased if the PROVIDER decides to work:

- (a) more than SEVEN (7) consecutive hours per day;
- (b) more than FORTY (40) hours per week; or
- (c) on a statutory holiday.

**2.03 Expenses**

In addition to the base amount set out in Section 2.01 herein, the CLIENT agrees to pay the PROVIDER, all expenses incurred in the performance of its obligations under the Agreement, so long as the expense complies with the CLIENT's policies, which it must communicate to the PROVIDER in a timely manner.

**3.00 TERMS OF PAYMENT**

**3.01 Fees and Expenses**

The PROVIDER must send the CLIENT a monthly invoice along with valid, supporting documentation for the amounts due under Part 2.00 of the Agreement. And the CLIENT must pay the PROVIDER such invoices within THIRTY (30) days of receipt.

**3.02 Interest**

Should a PARTY fail to pay when due any sum owed under the Agreement, it must pay interest on the arrears at the annual rate of ..... PERCENT ( ..... % ), calculated

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monthly as of the due date until payment in full of the amount owing. Interest will be payable on the same day a principal amount becomes due.

**3.03 Loss of Term**

Should the CLIENT commit a Breach, any amount due under the Agreement as well as any accrued interest on such amount will automatically become due and payable to the PROVIDER, without further notice or formality.

**4.00 SECURITY**

The PARTIES confirm that no security of any kind is required under the Agreement.

**5.00 MUTUAL REPRESENTATIONS AND WARRANTIES**

The PARTIES confirm that except for the representations and warranties specific to each PARTY as set out in Parts 6.00 and 7.00 herein, the Agreement contains no mutual representation or warranty of any kind upon which the PARTIES relied in agreeing hereto.

**OR**

**V1 (Short Form)** Each PARTY presents and warrants that it is a corporation duly incorporated and in good standing, that it has the authority to sign the Agreement, and that the Agreement constitutes a valid and binding agreement enforceable against it.

**OR**

**V2 (Long Form)** Each PARTY presents and warrants the truth and accuracy of that which follows, on the date the Agreement is signed:

**5.01 Status**

He has reached the age of majority and has legal capacity in accordance with the *Civil Code of Québec*.

**OR**

It is a legal person established for a private interest that is duly incorporated under the ..... Act (name of applicable statute),

**OR**

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It is a general partnership, duly established in accordance with the provisions of the *Civil Code of Québec*,

**OR**

It is a limited partnership, duly established in accordance with the provisions of the *Civil Code of Québec*,

**OR**

He is a natural person acting as a partner in an undeclared partnership, duly established in accordance with the provisions of the *Civil Code of Québec*,

**OR**

It is a ..... (*describe legal form of organization of the party*) that is part of a joint venture established according to the terms of the joint venture agreement dated ....., as recognized by applicable Law,

**OR**

It is a ..... (*describe legal form of organization of the party*) that is part of a collaboration established according to the collaboration agreement dated ....., as recognized by applicable Law,

**OR**

It is a ..... (*name of any other group of persons operating a business engaged in a commercial economic activity*), duly established according to the provisions of ..... Act (*name of the statute under which the group was established*) **OR** ..... (*identify applicable law*),

and is in compliance with all of the regulatory filing duties and obligations incumbent upon it under applicable Law with respect to its incorporation or formation, and thereafter, in all jurisdictions where it has assets or operates a business, in order to maintain its good standing.

**5.02 Authority**

Each PARTY has full right, power and authority to enter into the Agreement and to respect its undertakings thereunder, and there are no contractual or legal restrictions prohibiting it from performing all of its duties and obligations thereunder.

**5.03 Binding Agreement**

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The Agreement represents a legal, valid and binding agreement enforceable against each PARTY and its Legal Representatives, except as such enforcement may be limited by any applicable Law.

#### 5.04 Canadian Resident

Each PARTY is resident in Canada as defined in the Canada *Income Tax Act*, RSC 1985, c 1 (5th Supp).

#### 5.05 Canadian Status

Each PARTY is not a non-Canadian within the meaning of the *Investment Canada Act*, RSC 1985, c 28 (1st Supp).

#### 5.06 Commission

The Agreement has been entered into without the direct or indirect intervention of a broker, intermediary, mandatary or business agent and no professional fee, remuneration, commission, benefit or other compensation has been paid or is owed to a broker, intermediary, mandatary or business agent upon the signing and performance of the Agreement.

#### 5.07 Insurance

Each PARTY declares that it has sufficient insurance to cover any damage that its business or property may incur. Moreover, each PARTY confirms that it has sufficient insurance coverage against any civil liability claims to which it may be exposed.

#### 5.08 Nominee

Each PARTY is acting on its own behalf and is not a representative, mandatary or nominee, nor is it acting in any other capacity for any Person whatsoever.

#### 5.09 Independent Legal Advice

Each PARTY acknowledges that it has read and understands the provisions of the Agreement prior to signing it. The PARTIES further acknowledge that the provisions of the Agreement have not been imposed by either of the PARTIES, but were freely negotiated between them, and that each PARTY, after having received adequate explanations and independent legal advice as to the nature and scope of such provisions, declares itself satisfied as to their reasonableness.

#### 5.10 Fundamental Provisions

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The PARTIES acknowledge that the Fundamental Provisions of the Agreement have not been imposed by either of the PARTIES and that they were freely negotiated between them; furthermore, each of the PARTIES, after having received adequate explanations and independent legal advice as to the nature and scope of each of the Fundamental Provisions, declares itself satisfied as to their reasonableness.

**5.11 Disclosure**

The information provided by it to the other PARTY prior to or at the time of signing the Agreement is true, accurate and complete; moreover, each PARTY has disclosed to the other PARTY all necessary information about its legal and financial status or its Activities as well as in respect of the business transaction contemplated under the Agreement, in order for the other PARTY, acting reasonably, to decide to become a PARTY and to accept the terms of the Agreement.

**6.00 REPRESENTATIONS AND WARRANTIES OF CLIENT**

The PARTIES confirm that [OR except for the mutual representations and warranties provided in Part 5.00 herein,] the Agreement contains no representation or warranty of any kind made by the CLIENT upon which the PROVIDER relied in agreeing hereto.

**OR**

The CLIENT presents and warrants the truth and accuracy of that which follows, on the date the Agreement is signed:

**6.01 Important Facts**

The CLIENT attests that on ..... *(date as of which this representation is true)*  
[OR the effective date of the Agreement] [OR the date the Agreement is signed]:  
..... *(describe any other important representation or warranty that the CLIENT makes to the PROVIDER in order to induce it to enter into the agreement).*

**7.00 REPRESENTATIONS AND WARRANTIES OF PROVIDER**

The PARTIES confirm that [OR except for the mutual representations and warranties provided in Part 5.00 herein,] the Agreement contains no representation or warranty of any kind made by the PROVIDER upon which the CLIENT relied in agreeing hereto.

**OR**

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The PROVIDER presents and warrants the truth and accuracy of that which follows, on the date the Agreement is signed:

**7.01 Resources**

The PROVIDER has the expertise and the necessary resources to complete the Tasks [OR Work].

**7.02 Conflict of Interests**

The PROVIDER does not provide services to a third party whose activities are in competition with those of the CLIENT.

**8.00 MUTUAL DUTIES AND OBLIGATIONS**

The PARTIES confirm that except for the specific duties and obligations set out in Parts 9.00 and 10.00 herein, the Agreement contains no mutual duty or obligation of any kind that binds the PARTIES.

**OR**

**8.01 Confidential Information**

**8.01.01 Undertaking**

**V1 (Short Form)** The PARTIES acknowledge that any Confidential Information disclosed during the term of the Agreement is and remains the exclusive property of the disclosing PARTY and that any unauthorized disclosure of that Confidential Information to a third party may cause serious harm to the disclosing PARTY. Accordingly, each PARTY undertakes not to disclose Confidential Information to a third party and to limit the use of such Confidential Information for the sole purpose for which it has been disclosed and for no other purpose whatsoever.

**OR**

**V2 (Long Form)** The PARTIES acknowledge that any Confidential Information disclosed during the term of the Agreement is and remains the exclusive property of the disclosing PARTY and that any unauthorized disclosure of that Confidential Information by the receiving PARTY may cause serious harm to the disclosing PARTY. Accordingly, each PARTY undertakes to:

- (a) use the Confidential Information for the sole purpose for which it has been disclosed;

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- (b) give third parties access to the Confidential Information only if such disclosure is necessary in order to fulfill the objectives of the Agreement;
- (c) take all necessary measures to protect the confidentiality of that information when disclosure of Confidential Information to a third party is required, by requiring a confidentiality undertaking from the third party that ensures the same degree of protection afforded herein;
- (d) use all reasonable efforts to restrict access to the Confidential Information;
- (e) inform the disclosing PARTY of any unauthorized access to or any unauthorized use of the Confidential Information by a third party;
- (f) assist the disclosing PARTY in connection with any legal proceedings or measures taken to protect its Confidential Information; and
- (g) comply with the applicable privacy Laws if the disclosing PARTY transmits personal information and if the receiving PARTY is acting as a mandatary of the disclosing PARTY.

Notwithstanding the foregoing, a PARTY is not in breach of its obligations under Section 8.01 herein if it is required by Law to disclose the Confidential Information to any Person entitled to request such disclosure.

**8.01.02 Duration of Undertaking**

The confidentiality undertaking described in Subsection 8.01.01 above will be in force for the term of the Agreement and will continue indefinitely [**OR** for ..... (.....) years] after the expiry or termination of the Agreement.

**8.01.03 End of Agreement**

**(a) Request for Return**

The PARTIES agree that upon the expiry or termination of the Agreement, the receiving PARTY must, at the request of the disclosing PARTY, return all Confidential Information provided by the disclosing PARTY, including, if applicable, any authorized reproductions of the latter, without keeping any copy or excerpt of such information in any format whatsoever.

**(b) Destruction**

If the disclosing PARTY fails to request the return of the Confidential Information, the receiving PARTY must destroy the Confidential Information, whatever the format, and

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transmit a declaration to the disclosing PARTY identifying the Confidential Information destroyed and describing the method used.

**8.01.04 Penalty**

In the event of a Breach of the confidentiality undertaking provided in Subsection 8.01.01 herein, the receiving PARTY is obligated to pay the disclosing PARTY the amount of ..... DOLLARS ( \$ ..... ) per Breach, as liquidated damages, without prejudice to its obligation to take up the defence of the disclosing PARTY if the latter has any action brought against it by a Person who was harmed as a result of any disclosure in violation of the receiving PARTY's undertaking.

**8.02 Insurance**

**8.02.01 Insured Risks**

Each PARTY must carry and maintain, throughout the term of the Agreement, commercial general liability insurance coverage against, without limitation, errors and omissions, bodily injury, property damage, contractual liability and workers' compensation in respect of all Persons engaged in the performance of the respective PARTIES' duties and obligations under the Agreement.

**8.02.02 Amount of Coverage**

The minimum amount of coverage provided by such insurance policies must be ..... DOLLARS ( \$ ..... ) per occurrence and an aggregate of ..... DOLLARS ( \$ ..... ).

**8.02.03 Insurer**

Such policies must be issued by an appropriately licensed insurance company.

**8.02.04 Prior Notice**

The insurance policy required under this Section must provide the PARTIES with at least THIRTY (30) days' written notice of any cancellation or reduction in coverage.

**8.02.05 Additional Named Insured**

Subject to their respective insurer's approval, each PARTY undertakes to name the other PARTY as an additional named insured.

**8.02.06 Certificates of Insurance**

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Where each PARTY is not an additional named insured on the other PARTY's insurance policy, on the effective date of the Agreement and on each anniversary date thereof, each PARTY undertakes to transmit to the other PARTY the certificates of insurance confirming the minimum coverage required under this Section.

**8.02.07 Notice of Modification or Cancellation**

Where each PARTY is not an additional named insured on the other PARTY's insurance policy, each PARTY undertakes to advise the other PARTY in writing, prior to the effective date of the policy, regarding any cancellation or change to its insurance coverage taken out for the purposes of the Agreement.

**8.03 Indemnification**

**8.03.01 Scope**

The PARTIES agree to indemnify and hold each other harmless from and against any Loss that they may sustain or incur resulting from:

- (a) any false, inaccurate or erroneous declaration made by them in the Agreement;
- (b) any negligence, fault or wilful omission by them or their Legal Representatives whenever they are acting on their behalf;
- (c) any failure to perform their duties and obligations under the Agreement;
- (d) any taxes, interest or penalties attributable to them or their Legal Representatives whenever they are acting on their behalf;
- (e) any infringement of a third Person's Intellectual Property caused by them or their Legal Representatives whenever they are acting on their behalf;
- (f) any Breach by them, or any of their Legal Representatives whenever they are acting on their behalf, of any applicable Law, regulation, order or decree; or
- (g) any product or service warranty made by them other than its usual warranty.

**8.03.02 Procedure**

The PARTY seeking indemnification (hereinafter the "**Claimant**") must:

- (a) give the other PARTY (hereinafter the "**Respondent**") written notice of the claim within a reasonable time;

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- (b) collaborate with the Respondent, at the latter's expense, in the defence of the claim; and
- (c) give the Respondent the right to control the defence and settlement of the claim, on condition, however, that the Respondent does not enter into any settlement that adversely affects the Respondent's rights or interests without the Respondent's prior written consent, which consent may not be unreasonably withheld, conditioned or delayed.

**8.03.03 Deductible**

**V1 (Conditional Deductible)** No amount is payable by one PARTY to another under Section 8.03 herein until the amount of the aggrieved PARTY's Loss, individually or in the aggregate, exceeds the sum of ..... DOLLARS ( \$ ..... ).

**OR**

**V2 (Universal Deductible)** Notwithstanding the foregoing, the PARTIES agree to grant each other a universal deductible of ..... DOLLARS ( \$ ..... ) against any Loss that the aggrieved PARTY may claim under Section 8.03 of the Agreement.

**8.03.04 Limitation on Claims**

Except for any claims:

- (a) by a third party;
- (h) arising from intentional misconduct or gross negligence; or
- (i) from death or bodily injury, for which liability is unlimited;

each PARTY's maximum liability under the Agreement, whether in connection with its contractual or extracontractual liability, will be limited to the reimbursement of the amount paid by this PARTY to the other PARTY as consideration under the Agreement.

**8.04 Disclosure of Agreement**

**V1 (Short Form)**

**8.04.01 Undertaking**

Unless required by Law, or otherwise authorized under the Agreement, the PARTIES undertake not to disclose the terms and conditions nor the existence of the Agreement without the prior written consent of the other PARTY.

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**8.04.02 Default**

If any PARTY fails to comply with the non-disclosure undertaking, the other PARTY may terminate the Agreement without having to indemnify the PARTY at fault and without prejudice to its right to claim damages for the harm incurred, [OR claim a penalty of ..... DOLLARS ( \$ ..... )].

**OR**

**V2 (Long Form)**

**8.04.01 Undertaking**

Except as otherwise required by Law or if otherwise authorized hereunder, each PARTY undertakes not to disclose the terms and conditions nor the existence of the Agreement, without having obtained the prior written consent of the other PARTY.

**8.04.02 Public Announcement**

No public announcement may be made without all the PARTIES consenting to the form and content thereof.

**8.04.03 Exception**

Notwithstanding the foregoing, the PARTIES may, on a confidential and need-to-know basis only, disclose the contents of the Agreement in whole or in part to their Legal Representatives or other Persons involved in carrying out the Agreement, including the financing of the transactions contemplated hereunder.

**8.04.04 Default**

If a PARTY or any intervening party thereof fails to comply with the non-disclosure undertaking, the other PARTY may claim a penalty of ..... DOLLARS ( \$ ..... ) [and terminate the Agreement without having to indemnify the PARTY at fault, in accordance with Section **Error! Reference source not found.** or **Error! Reference source not found.** herein, and without being required to give SIXTY (60) days' prior notice].

**9.00 DUTIES AND OBLIGATIONS OF CLIENT**

**9.01 Full Cooperation**

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The CLIENT undertakes to fully cooperate with the PROVIDER to allow the latter to efficiently and punctually perform its duties and obligations herein and to use its Best Efforts to ensure that ..... (*describe service*) is properly provided.

**9.02 Changes**

Should the CLIENT wish to modify the Tasks [OR Work] entrusted to the PROVIDER, it must send written notice of such changes to the latter and grant the PROVIDER reasonable time to effect the changes.

**10.00 DUTIES AND OBLIGATIONS OF PROVIDER**

**10.01 Schedule**

The PROVIDER undertakes to complete the Tasks [OR Work] according to the Schedule and to keep the CLIENT advised of any delay or Breach in this respect.

**10.02 Best Efforts**

The PROVIDER undertakes to use its Best Efforts in completing the Tasks [OR Work].

**10.03 Monthly Report**

The PROVIDER undertakes to provide the CLIENT with a monthly report of its activities describing the progress in completing the Tasks [OR Work].

**10.04 Conduct**

The PROVIDER must at all times act diligently, with honesty and integrity, and in good faith toward the Persons it solicits on behalf of the CLIENT.

**10.05 Confidential Information**

**10.05.01 Undertaking**

The PROVIDER acknowledges that it may receive or have access to Confidential Information regarding the CLIENT, its technology and its past, present and future activities, and that the disclosure of such to any third parties may cause serious harm to the CLIENT. Accordingly, the PROVIDER undertakes for the term of the Agreement and for a period of ..... (.....) years thereafter, not to disclose any Confidential Information to any third party and to limit the use of such Confidential Information for the sole purpose for which it was disclosed and for no other purpose whatsoever.

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**10.05.02 Request for Return**

The PARTIES agree that upon the expiry or termination of the Agreement, the PROVIDER must, at the request of the CLIENT, return all Confidential Information received from it, including, if applicable, any reproductions thereof authorized by the CLIENT, without keeping any copy or excerpt of such information in any format whatsoever.

**10.05.03 Penalty**

In the event of a Breach of the confidentiality undertaking provided in Subsection 10.05.01 herein, the PROVIDER is obligated to pay the CLIENT the amount of ..... DOLLARS ( \$ ..... ) per Breach, as liquidated damages, without prejudice to its obligation to take up the defence of the CLIENT if the latter has any action brought against it by a Person who was harmed as a result of any disclosure in violation of the PROVIDER's undertaking.

**10.06 Non-Competition**

**10.06.01 Scope of Undertaking**

The PROVIDER undertakes and agrees, for the term of the Agreement and for a period of ..... (.....) ..... (*specify time period*) following its expiry or termination, not to be directly or indirectly involved in a competing business within ..... (*define exclusion zone*).

**10.06.02 Breach of Undertaking**

**(a) Automatic Penalty**

Without prejudice to any other rights or remedies available to the CLIENT, any Breach of Subsection 10.06.01 herein by the PROVIDER will result in an automatic penalty of ..... DOLLARS ( \$ ..... ) [OR an amount equal to the total obtained by multiplying the number of days during which the Breach lasted, by ..... DOLLARS ( \$ ..... )] payable to the CLIENT.

**(a) Payment**

The penalty will be payable no later than THIRTY (30) days following the PROVIDER's receipt of the demand letter, and the penalty will bear interest the day after the above time period expires, at the Prime Rate in effect on that date.

**(b) Protective Measures**

Notwithstanding the above provisions, seeking the court's intervention for protective measures such as seizures before judgment, safeguard orders and injunctions is permitted.

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**10.07 Non-Solicitation of Clientele**

**10.07.01 Scope of Undertaking**

For a period of ..... (.....) ..... (*specify time period*) the PROVIDER undertakes not to personally or through another Person, for itself or another Person, solicit the CLIENT's clientele, a list of which appears as Schedule 10.07.01 A attached hereto, to sell them any Products or services described in Schedule 10.07.01 B attached hereto.

**10.07.02 Breach of Undertaking**

**(a) Automatic Penalty**

Subject to any other rights or remedies available to the CLIENT, any Breach of this undertaking by the PROVIDER will result in an automatic penalty of ..... DOLLARS ( \$ ..... ) per solicited client payable to the CLIENT.

**(b) Payment**

The penalty will be payable no later than ..... (.....) days following the receipt of the demand letter by the PROVIDER [OR the PROVIDER's Legal Representatives), and the penalty will bear interest the day after the above time period expires, at the Prime Rate in effect on that date.

**(c) Protective Measures**

Notwithstanding the above provisions, seeking the court's intervention for protective measures such as seizures before judgment, safeguard orders and injunctions is permitted.

**10.08 Non-Solicitation of Personnel**

**10.08.01 Scope of Undertaking**

The PROVIDER undertakes, for ..... ( ..... ) ..... (*specify time period*) never to, directly or through another Person, for itself or another Person:

- (a) solicit for the purposes of employment;
- (b) encourage the departure of; or
- (c) recommend to a third person for the purposes of employment;

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any Person that is part of the CLIENT's personnel, except for any general solicitation that is made in a newspaper, on the radio, on the internet or by any other similar means that is intended for the general public rather than any particular individual.

**10.08.02 Breach of Undertaking**

**(a) Automatic Penalty**

Subject to any other rights or remedies available to the CLIENT, any Breach of this undertaking by the PROVIDER will result in an automatic penalty payable to the CLIENT that is equal to the annual salary or income of any Person who, as a result, ceases working for or providing services to the PROVIDER.

**(b) Payment**

The penalty will be payable no later than ..... (....) days following receipt of the demand letter by the PROVIDER [OR the PROVIDER's Legal Representatives], and the penalty will bear interest the day after the above time period expires, at the Prime Rate in effect on that date.

**(c) Protective Measures**

Notwithstanding the above provisions, seeking the court's intervention for protective measures such as seizures before judgment, safeguard orders and injunctions is permitted.

**10.09 Business Opportunities**

The PROVIDER acknowledges that any business opportunities that are presented to the CLIENT by a third party are the exclusive property of the CLIENT. The PROVIDER agrees not to exploit, for itself or a third party, any such business opportunities.

**10.10 Conflict of Interest**

The PROVIDER must, with regard to any decision that it must take or any activity, advise the CLIENT of any situation that places it in a position of conflict of interest. Moreover, it must not in any circumstances, transact any business with any Related Persons in the name of the business, without having obtained the prior authorization of the CLIENT, who has full discretion to give such approval.

**10.11 Intellectual Property**

**10.11.01 Assignment and Waiver**

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The PROVIDER acknowledges that the intellectual or physical works that it creates or makes on behalf of the CLIENT under the Agreement will be the exclusive property of the CLIENT. The PROVIDER hereby assigns all its Intellectual Property rights to such property in addition to waiving all its moral rights to the works, including derivative works and improvements thereof.

**10.11.02 Use**

The PROVIDER undertakes not to use the intellectual or physical works that it creates or makes on behalf of the CLIENT without the consent of the CLIENT and, if so required by the latter, to sign any document for the purpose of assigning its exclusive rights to such Intellectual Property.

**11.00 SPECIAL PROVISIONS**

**11.01 No Assignment**

Subject to Section 11.02 herein, the PROVIDER acknowledges that the obligations that it assumes under the Agreement are personal and that it was chosen after an enquiry with regard to it and its qualifications and the establishing of mutual confidence between the PARTIES. As such, the PROVIDER undertakes not to sell, transfer, assign or otherwise dispose of any asset, property, right or privilege granted under the Agreement.

**11.02 Transfer by CLIENT**

**11.02.01 Internal**

Subject to the formalities under Law, the CLIENT has the right to transfer at any time, without additional formality, all or a part of its rights under the Agreement, to a Subsidiary or a corporation in which it has an interest. In such case, the CLIENT will be released *ipso facto* by a novation from the obligations it owes under the Agreement from the date indicated on the notice sent to the PROVIDER.

**11.02.02 External**

Subject to the formalities under Law, the CLIENT has the right to transfer its rights under the Agreement to any Person on condition that the assignee undertakes in writing to assume all the obligations of the CLIENT under the Agreement and the PROVIDER receive a declaration from the CLIENT and its assignee to that effect. In the case of a complete transfer, the CLIENT will be released *ipso facto* by a novation from the obligations it owes under the Agreement from the date indicated on the above-mentioned declaration.

**11.03 Relationship Between the PARTIES**

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The PARTIES have entered into the Agreement as independent parties and agree to remain as such for the duration of the Agreement. The Agreement does not create and may not be interpreted as creating any relationship of agency, partnership or employment between the PARTIES. Accordingly:

- (a) each PARTY has sole control as to the manner and means of performing its obligations under the Agreement;
- (b) unless otherwise indicated herein, no PARTY has any right or authority, express or implied, to create or assume on behalf of the other PARTY any obligation or liability towards a third party;
- (c) unless otherwise indicated herein, no PARTY has any right or authority to bind another PARTY in any manner whatsoever, nor to represent itself as having the authority to bind another PARTY in any manner whatsoever.

**11.04 Remedies**

**11.04.01 Choice**

The PARTIES agree, subject to the dispute resolution provisions set out in Section 12.02 herein, that remedies for any Breach may be by way of injunctive relief, specific performance, damages as well as any other relief available, whether in equity or in Law, and in no way may the Agreement be interpreted as excluding such remedies.

**11.04.02 No Limitations**

Nothing contained in the Agreement may be interpreted as limiting the remedies that a PARTY may have as a result of any Breach by the other PARTY, except as expressly provided under the Agreement.

**12.00 GENERAL PROVISIONS**

**12.01 Notice**

Except as otherwise provided in the Agreement, any notice or other communication required hereunder is sufficient if it is in writing and sent by a means of communication that enables the sending PARTY to prove that the notice or communication was delivered to the recipient PARTY at the address set out herein for such PARTY, or at any other address that the PARTY may provide in accordance with this Section.

**12.02 Dispute Resolution**

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**12.02.01 Good Faith Negotiations**

**(a) Written Notice**

In the event of any disagreement, each PARTY agrees and undertakes to give the other PARTY written notice of such disagreement.

**(b) Meeting**

Within ..... ( ..... ) business days from the date of receipt of the notice provided under Paragraph 12.02.01 (a) above, the PARTIES, personally or through a duly authorized agent with the full authority to settle the disagreement, agree to meet in an effort to settle the disagreement through good faith negotiations.

**12.02.02 Mediation**

**(a) Process**

If the dispute cannot be resolved through good faith negotiations between the PARTIES within a reasonable time [OR TEN (10) business days], the PARTIES agree that their dispute will be submitted to mediation in accordance with the mediation rules prescribed under the Québec *Code of Civil Procedure*, CQLR c C-25.01, and to participate in at least one mediation session by delegating a person with the authority to make decisions.

**(b) Mediator**

The mediator will be unanimously chosen by the PARTIES.

**(c) Settlement**

Any dispute settled by the PARTIES through mediation must be documented in writing. Should such mediation settlement modify the terms of the Agreement, the amendment must be made in writing, signed by the PARTIES and appended to the Agreement.

**(d) Legal Proceedings [OR Arbitration]**

If no settlement is reached within a reasonable time [OR TEN (10) business days] following the nomination of a mediator, any PARTY may initiate legal proceedings [OR arbitration] in order to conclusively settle the dispute.

**12.02.03 Arbitration**

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Should the mediation process set out in Subsection 12.02.02 fail, any claim arising from the Agreement that is contested, any dispute relating to its performance, including its cancellation as well as any litigation arising from the interpretation of the Agreement must be submitted to arbitration to the exclusion of the courts of law. The PARTIES agree that the provisions of articles 620 *et seq.* of the Québec *Code of Civil Procedure*, CQLR c C-25.01 that are currently in force will govern any arbitration held under this Section.

**12.03 Choice of Forum**

The PARTIES agree, in respect of any claim arising from any extracontractual or contractual liability or any legal proceeding for any purpose whatsoever in connection with the Agreement or the PARTIES' relationship, to elect the judicial district of ..... (*name of judicial district*), in the Province of Québec, Canada, as the proper forum to hear the claim or legal proceeding, to the exclusion of any other judicial district that may have jurisdiction to hear such dispute as prescribed by Law.

**12.04 Counterparts**

The Agreement may be signed in several counterparts, each of which when so signed will be deemed to be an original, and will together constitute one and the same document.

**12.05 Amendment**

The Agreement may be amended at any time by mutual consent of the PARTIES. Any such amendment will be presumed to take effect on the day that it is put in writing, duly signed by the PARTIES and appended to the Agreement. [However, in order to bind a PARTY, only those amendments signed by ..... (*identify title of party's authorized representative*), on behalf of the CLIENT, and by ..... (*identify title of party's authorized representative*), on behalf the PROVIDER, will be valid.]

**12.06 No Waiver of Rights**

The silence, failure or delay by a PARTY in exercising any right or remedy hereunder may in no way be interpreted or construed as a waiver of such right or remedy by said PARTY, who may avail itself of any such right or remedy until such time as it contractually or legally expires.

**12.07 Electronic Transmission**

The PARTIES agree that the Agreement may be transmitted by facsimile, e-mail or similar forms of communication. The PARTIES further agree that signatures duplicated by facsimile, electronic signature or similar means of authentication will be treated as originals, it being understood that any PARTY who does so must provide the other PARTY with a copy of the Agreement bearing its original signature, immediately upon demand.

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**12.08 Language**

The PARTIES acknowledge that they have requested and agree that the Agreement and all legal proceedings, notices, correspondence and other documents directly or indirectly related to the Agreement will be written in English.

Les PARTIES reconnaissent qu'elles ont exigé et consenti à ce que le présent Contrat ainsi que toute procédure, tout avis, toute communication et tout autre document s'y rapportant, directement ou indirectement, soient rédigés en anglais.

*This provision is mandatory only in the province of Québec where section 55 of the Charter of the French Language, CQLR, c C-11 requires "all contracts pre-determined by one party, contracts containing printed standard clauses, and the related documents" to be drafted in French, except if it is "the express wish of the parties" to draft their contract in another language.*

**13.00 TERMINATION**

**13.01 Mutual Consent**

The Agreement may be terminated at any time by mutual consent of the PARTIES.

**13.02 By the CLIENT**

The CLIENT may terminate the Agreement upon giving written notice to that effect at any time, without prior or formal notice.

**13.03 By the PROVIDER**

The PROVIDER may terminate the Agreement at any time by giving the CLIENT THIRTY (30) days' prior written notice. In the absence of such prior notice the CLIENT may withhold the amounts of money owing under Section 2.01 of the Agreement as liquidated damages, up to an amount equal to all the fees earned during the ..... ( ..... ) previous months of the Agreement.

**13.04 Cessation of Relationship**

Upon terminating the Agreement in accordance with Part 13.00 of the Agreement, the PROVIDER must immediately cease to present itself as being related to the CLIENT in any manner whatsoever.

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**14.00 EFFECTIVE DATE**

Notwithstanding the date the Agreement is signed, the Agreement will take effect on the day the PROVIDER commences its duties.

**15.00 DURATION**

**15.01 Probation Period**

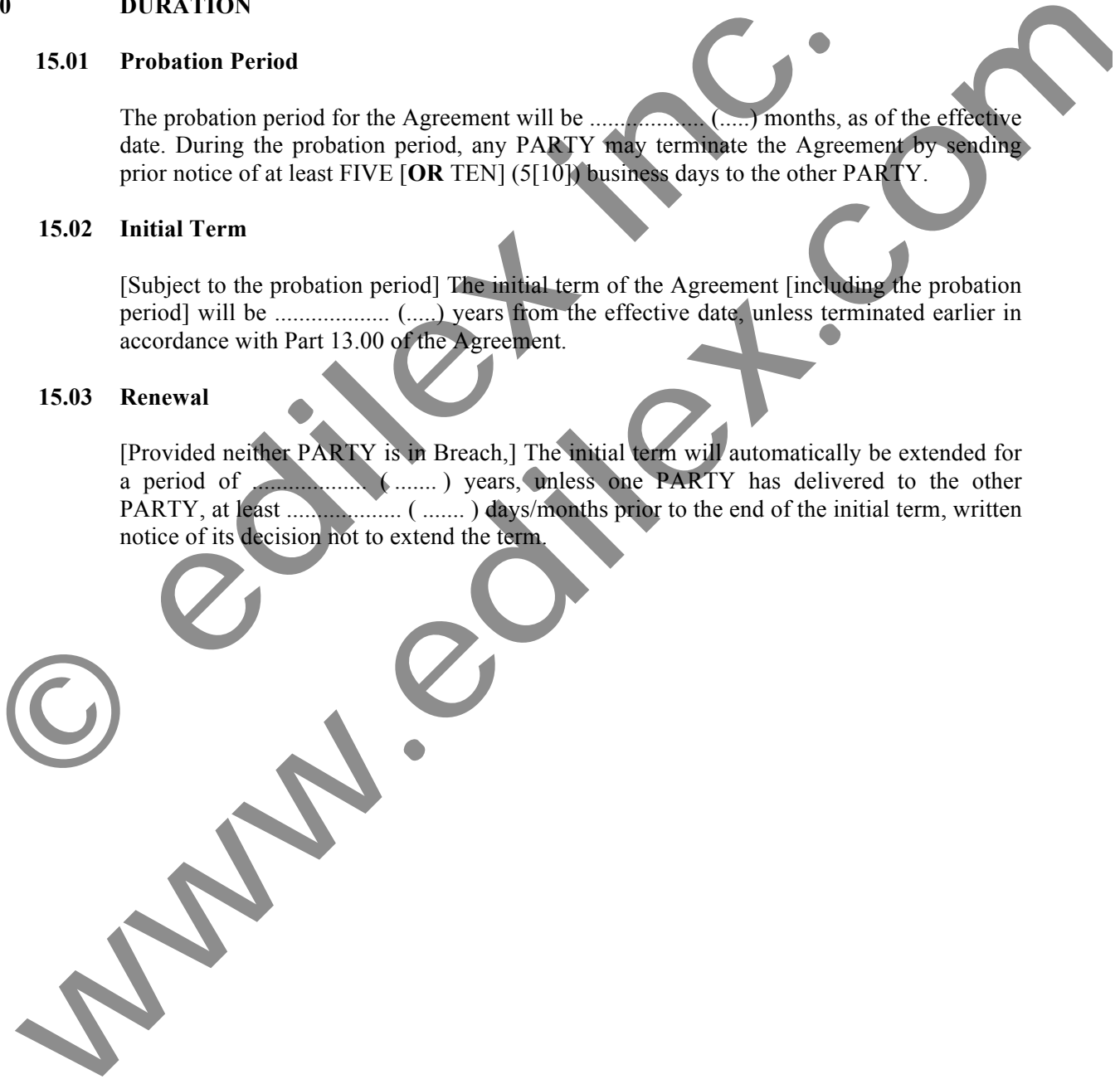
The probation period for the Agreement will be ..... (.....) months, as of the effective date. During the probation period, any PARTY may terminate the Agreement by sending prior notice of at least FIVE [OR TEN] (5[10]) business days to the other PARTY.

**15.02 Initial Term**

[Subject to the probation period] The initial term of the Agreement [including the probation period] will be ..... (.....) years from the effective date, unless terminated earlier in accordance with Part 13.00 of the Agreement.

**15.03 Renewal**

[Provided neither PARTY is in Breach,] The initial term will automatically be extended for a period of ..... (.....) years, unless one PARTY has delivered to the other PARTY, at least ..... (.....) days/months prior to the end of the initial term, written notice of its decision not to extend the term.



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**15.04 Non Renewal**

If a PARTY sends a notice of non-renewal to the other PARTY, in accordance with the provisions herein, the continuation of the business relationship between the PARTIES after the expiry of the initial duration or the renewal of the Agreement may in no way constitute a renewal, extension or continuation of the Agreement.

**15.05 Survival**

The expiry or termination of the Agreement will not affect the validity and enforceability of ..... *(identify clauses to which the parties assign an extended term)*, which is[are] intended to remain in effect for an additional period of ..... ( ..... ) months [OR years], notwithstanding such expiry or termination.

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**SCHEDULE A – EXCERPT OF A RESOLUTION OF CLIENT**

**IT IS RESOLVED:**

THAT ..... (*name of client*) (hereinafter the “**Corporation**”) sign a .....  
agreement with ..... (*name of provider*), under which the latter undertakes to  
.....

THAT ..... (*name*), ..... (*title of authorized officer*) of the Corporation,  
be authorized on its behalf to negotiate and sign such Agreement as well as any ancillary document  
that may be required or necessary to give full effect to this resolution.

I hereby certify that the foregoing is a true copy of a  
resolution passed by the sole director [**OR** directors] of the  
Corporation on ....., 20..., in accordance with  
applicable law and the articles and by-laws of the  
Corporation, and that this resolution is currently in effect  
and has not been amended, replaced, repealed or modified in  
any manner since it was passed.

DATED THIS ... DAY OF ....., 20...

\_\_\_\_\_  
....., Secretary



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**SCHEDULE B – EXCERPT OF A RESOLUTION OF PROVIDER**

**IT IS RESOLVED:**

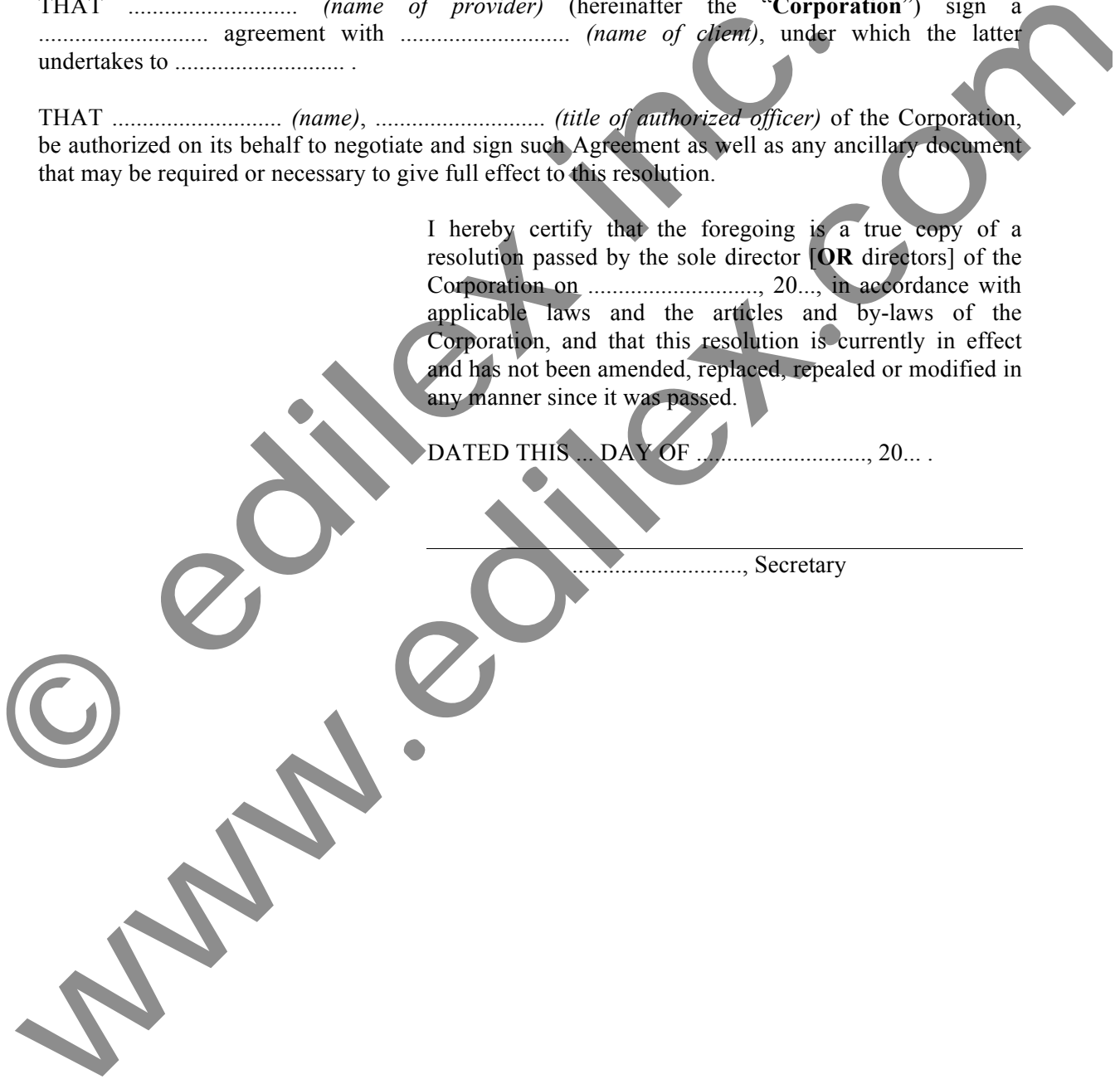
THAT ..... (*name of provider*) (hereinafter the “**Corporation**”) sign a ..... agreement with ..... (*name of client*), under which the latter undertakes to .....

THAT ..... (*name*), ..... (*title of authorized officer*) of the Corporation, be authorized on its behalf to negotiate and sign such Agreement as well as any ancillary document that may be required or necessary to give full effect to this resolution.

I hereby certify that the foregoing is a true copy of a resolution passed by the sole director [**OR** directors] of the Corporation on ....., 20..., in accordance with applicable laws and the articles and by-laws of the Corporation, and that this resolution is currently in effect and has not been amended, replaced, repealed or modified in any manner since it was passed.

DATED THIS ... DAY OF ....., 20...

\_\_\_\_\_  
....., Secretary



CLIENT	PROVIDER