

TRANSACTIONAL AGREEMENT TEMPLATE (Long Form)

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..... AGREEMENT entered into at, Province of, Canada.

BETWEEN: V1 (*name of individual*), (*occupation*), domiciled and residing at (*civic number and street name*), at, Province of (*name of province*), (*postal code*), operating as a sole proprietorship under the name (*business name*);

OR

V2 (*corporate name*), a legal person duly incorporated under the Act (*name of statute under which the corporation was incorporated*), with its principal place of business at (*civic number and street name*), at, 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*), 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 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 undeclared partnership], **OR** [a joint venture], **OR** [a collaboration], **OR** [a group of persons] operating a business, duly formed under the [..... Act (*identify applicable statute*)] **OR** [Civil Code of Quebec] **OR** [applicable general law], with its head or registered office at (*civic number and street name*), at, Province of (*name of province*), (*postal code*), and duly registered (*if applicable*) under the designating number in accordance with the Act (*name of applicable statute governing legal registration of 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 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 [THE] "PARTY A";

PARTY A	PARTY B

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AND: *(identify party B)*;
(select the appropriate version from those listed above and, if applicable, insert Schedule B)

HEREINAFTER [THE] “PARTY B”;

HEREINAFTER COLLECTIVELY THE “PARTIES”;

AND INTERVENING HEREIN:
..... *(identify surety, if applicable)*;
(select the appropriate version from those listed above and, if applicable, insert Schedule C)

HEREINAFTER THE “SURETY”.

RECITALS

THE PARTIES DECLARE AS FOLLOWS:

- A) PARTY A is engaged in the business of *(identify business activity)*;
- B) PARTY B is engaged in the business of *(identify business activity)*;
- C) The PARTIES have agreed to *(identify business purpose of the parties)*;
- 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.

ACCORDINGLY, THE PARTIES AGREE AS FOLLOWS:

0.00 INTERPRETATION

0.01 Definitions

PARTY A	PARTY B

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Unless otherwise indicated herein or inconsistent with the context, capitalized words and expressions appearing in this agreement [and in any ancillary or subordinate documentation thereto] will be interpreted as set out below. Moreover, words and expressions may also be defined elsewhere in the agreement [and in any ancillary or subordinate documentation thereto], in which case they will have the meaning expressly set out in the section or subsection in which they are defined [or in any ancillary or subordinate documentation thereto].

0.01.01 Activities

V1 (Short Form) means, regarding PARTY A, *(describe its principal business activities)* and, regarding PARTY B, *(describe its principal business activities)*;

OR

V2 (Long Form) means regarding PARTY A, *(describe its business activities)*, and means regarding PARTY B, *(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 recognized best practices of a business sector;

0.01.04 Breach

means, with regard to any representation or warranty or obligation under the Agreement:

- a) any misrepresentation, inaccuracy, error, or failure to disclose;
- b) any non-compliant performance or failure to perform an obligation; or

PARTY A	PARTY B

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c) any non-compliance, infringement, default or failure to satisfy any provision;

0.01.05 Claim

means any request, complaint, grievance, legal action, lawsuit, cause of action, order, sentence, judgment, notice, demand letter, legal proceeding, arbitration, audit, hearing, investigation or assessment;

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, clients 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;

0.01.07 Dispute

means any problem, difficulty, disagreement or litigation between the PARTIES arising from the interpretation, application, execution or cancellation of the Agreement or related to their legal or business relationship;

0.01.08 Encumber / Encumbrance

PARTY A	PARTY B