

**TRANSACTIONAL AGREEMENT
TEMPLATE
(Short Form)**

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..... AGREEMENT, in connection with (hereinafter the “Agreement”)
entered into at, Province of, Canada.

BETWEEN: V1 (If an individual) (*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*) (hereinafter [the] “PARTY A”),

OR

V2 (If a corporation) (*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*) (hereinafter [the] “PARTY A”),

AND (*insert either V1 or V2 above*), (hereinafter [the] “PARTY B”) (hereinafter
collectively the “PARTIES”).

RECITALS

THE PARTIES DECLARE AS FOLLOWS:

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

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

0.00 INTERPRETATION

0.01 Definitions

Unless otherwise indicated herein, capitalized words and expressions appearing in this agreement will be interpreted or construed as set out below. Moreover, words and expressions

PARTY A	PARTY B

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may also be defined elsewhere in the agreement, in which case they will have the meaning expressly set out in the section or subsection in which they are defined.

0.01.01 Activities

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

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 12.04 herein;

0.01.03 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
- c) any non-compliance, infringement, default or failure to satisfy any provision;

0.01.04 Confidential Information

means any information that is identified by the disclosing PARTY as being confidential when it is disclosed to the receiving PARTY;

0.01.05 Encumber / Encumbrance

Encumber means to create or grant an Encumbrance, and Encumbrance means, whether created by agreement or by operation of law, a legal cause of preference, a dismemberment of ownership rights, an ownership interest, a restriction on the right to sell or convey any security interest of any kind, including any right capable of becoming any of the foregoing;

0.01.06 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, strike, spontaneous work stoppage or slowdown, lockout, change in market conditions, power or telecommunications outage (including internet and cell phone services), intervention by civil or military authorities, or compliance with any law, government decree or order issued by any

PARTY A	PARTY B