

**SERVICE AGREEMENT
(General)
(Short Form)**

TABLE OF CONTENTS

	PAGE
RECITALS	5
0.00 INTERPRETATION	5
0.01 Definitions	5
0.01.01 Activities	6
0.01.02 Agreement	6
0.01.03 Best Efforts	6
0.01.04 Breach	6
0.01.05 Confidential Information	6
0.01.06 Intellectual Property	6
0.01.07 PARTY	7
0.01.08 Person	7
0.01.09 Prime Rate	7
0.01.10 Tasks	7
0.02 Entire Agreement	7
0.03 Applicable Law	7
0.04 Miscellaneous	7
0.04.01 Cumulative Rights	7
0.04.02 No Waiver	8
0.04.03 Time Limits	8
0.04.04 Financial References	8
1.00 PURPOSE	8
2.00 CONSIDERATION	8
2.01 Professional Fee	8
2.02 Increase	9
2.03 Expenses	9
3.00 TERMS OF PAYMENT	9
3.01 Fees and Expenses	9
3.02 Interest	9
3.03 Loss of Term	9
4.00 SECURITY	9
5.00 MUTUAL REPRESENTATIONS AND WARRANTIES	10
5.01 Status	10

**SERVICE AGREEMENT
(General)
(Short Form)**

5.02	Authority	11
5.03	Binding Agreement	11
5.04	Insurance	11
5.05	Nominee	11
5.06	Independent Legal Advice	11
5.07	Disclosure	12
6.00	REPRESENTATIONS AND WARRANTIES OF CLIENT	12
6.01	Important Facts	12
7.00	REPRESENTATIONS AND WARRANTIES OF PROVIDER	12
7.01	Resources	12
7.02	Conflict of Interests	13
8.00	MUTUAL DUTIES AND OBLIGATIONS	13
9.00	DUTIES AND OBLIGATIONS OF CLIENT	13
9.01	Cooperation	13
9.02	Change Orders	13
10.00	DUTIES AND OBLIGATIONS OF PROVIDER	13
10.01	Permits and Licences	13
10.02	Insurance	13
10.03	Schedule	14
10.04	Best Efforts	14
10.05	Monthly Report	14
10.06	Conduct	14
10.07	Confidential Information	14
	10.07.01 Acknowledgement	14
	10.07.02 Request for Return	14
	10.07.03 Liquidated Damages	14
10.08	Non-Competition	15
	10.08.01 Scope of Undertaking	15
	10.08.02 Breach of Undertaking	15
	(a) Penalty	15
	(b) Payment	15
	(c) Protective Measures	15
10.09	Non-Solicitation of Customers	15
	10.09.01 Scope of Undertaking	15
	10.09.02 Penalty	15
	10.09.03 Payment	16
	10.09.04 Protective Measures	16
10.10	Non-Solicitation of Personnel	16
	10.10.01 Scope of Undertaking	16

**SERVICE AGREEMENT
(General)
(Short Form)**

10.10.02	Breach of Undertaking	16
	(a) Penalty.....	16
	(b) Payment.....	16
	(c) Protective Measures	17
10.11	Intellectual Property.....	17
10.11.01	Assignment and Waiver	17
10.11.02	Use.....	17
11.00	SPECIAL PROVISIONS.....	17
11.01	Assignment Prohibited.....	17
11.02	Independent Contractors	17
11.03	Remedies.....	18
11.03.01	Choice	18
11.03.02	No Limitations	18
12.00	GENERAL PROVISIONS	18
12.01	Notice.....	18
12.02	Dispute Resolution.....	18
12.02.01	Written Notice	18
12.02.02	Mediation	18
12.02.03	Arbitration	19
12.03	Choice of Forum	19
12.04	Amendment.....	19
12.05	No Waiver of Rights.....	19
12.06	Electronic Transmission and Signature	19
12.07	Language.....	20
13.00	TERMINATION.....	20
13.01	Mutual Consent.....	20
13.02	By the CLIENT.....	20
13.03	By the PROVIDER.....	20
13.04	Cessation of Relationship	20
14.00	EFFECTIVE DATE.....	20
15.00	DURATION.....	21
15.01	Probation Period	21
15.02	Initial Term.....	21
15.03	Renewal	21
15.04	Non-Renewal	21
15.05	Survival.....	21
16.00	SCOPE	22

**SERVICE AGREEMENT
(General)
(Short Form)**

SCHEDULES

	PAGE
SCHEDULE 10.09.01 A – CLIENT LIST	23
SCHEDULE 10.09.01 B – SERVICES COVERED BY NON-SOLICITATION UNDERTAKING	23

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**SERVICE AGREEMENT
(General)
(Short Form)**

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

BETWEEN: *(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 *(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)*] (hereinafter the “**CLIENT**”).

AND *(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 of service provider)* (hereinafter the “**PROVIDER**”) (at times collectively referred to as the “**PARTIES**”).

RECITALS

THE PARTIES DECLARE AS FOLLOWS:

- (A) The CLIENT is engaged in the business of *(describe business sector)*;
- (B) The PROVIDER is engaged in the business of *(describe business sector)*;
- (C) The PARTIES agree to *(describe required services)*;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

0.00 INTERPRETATION

0.01 Definitions

Unless otherwise indicated or inconsistent with the context, capitalized words and expressions appearing in the Agreement will be interpreted as follows:

CLIENT	PROVIDER

**SERVICE AGREEMENT
(General)
(Short Form)**

0.01.01 Activities

means regarding the SERVICE PROVIDER, *(describe its business activities)*, and means regarding the CLIENT, *(describe its 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 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 Confidential Information

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

0.01.06 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;

CLIENT	PROVIDER

**SERVICE AGREEMENT
(General)
(Short Form)**

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

0.01.07 PARTY

refers to a signing party to the Agreement and includes its legal representatives;

0.01.08 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;

0.01.09 Prime Rate

means the annual prime rate that the PROVIDER'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;

0.01.10 Tasks

refers to all the main tasks described in this Subsection and includes, where applicable, any other associated tasks that are required to properly perform the main tasks, namely:

(a) (*identify tasks*); and

(b)

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 12.04 of the Agreement.

0.03 Applicable Law

The Agreement will be interpreted and performed in accordance with the applicable law of the Province of Quebec, Canada.

0.04 Miscellaneous

0.04.01 Cumulative Rights

CLIENT	PROVIDER