

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

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SERVICE AGREEMENT (hereinafter the “**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*) (hereinafter the “**CLIENT**”),

AND (*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 “**PROVIDER**”) (at
times 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*);

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

0.00

INTERPRETATION

0.01 Definitions

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

0.01.01 Activities

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means regarding the 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 Change in Control

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;

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- (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 that is identified by the disclosing PARTY as being confidential when it is disclosed to the receiving PARTY;

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 PARTY

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

0.01.10 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;

CLIENT	PROVIDER