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PREVIEW  
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DISTRIBUTION AGREEMENT, entered into in the City of ....., Province of ....., Canada.

**BETWEEN:** V1 ..... (*name of natural person*), ..... (*occupation*), domiciled and residing at ..... (*civic number and street name*), in the City of ..... (*name of city*), 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)*, 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 statute respecting the legal publicity of enterprises under which the corporation is registered)*;

**OR**

V3 ..... (*corporate name*), a legal person duly incorporated under the ..... *Act (name of statute under which the corporation was incorporated)*, 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 under the designating number ..... (.....) in accordance with the ..... *Act (name of the statute respecting the legal publicity of enterprises under which the corporation is registered)* represented by ..... (*name of representative*), its ..... (*title of representative*), duly authorized for the purposes hereof;

**OR**

V4 ..... (*corporate name*), a legal person, duly incorporated under the ..... *Act (name of statute under which the corporation was incorporated)*, 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 under the designating number ..... (.....) in accordance with the ..... *Act (name of the statute respecting the legal publicity of enterprises under which the corporation is registered)* 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]], as per Appendix A;

**OR**

**V5** ..... (*common business name*), [general partnership], **OR** [limited partnership represented by ..... (*name of its general partner*), its general partner] **OR** [undeclared partnership], **OR** [joint venture], **OR** [collaboration], **OR** [any other group of persons] operating a business through the exercise of an organized economic activity of a commercial nature, duly formed under the [*Civil Code of Québec*] **OR** [any applicable general law] **OR** [any other applicable statute], 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 statute respecting the legal publicity of enterprises under which the corporation is registered)* 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 any other group of persons], as per Appendix A;

**HEREINAFTER THE “MANUFACTURER”;**

**AND:** ..... (*identify distributor, use Appendix B for Manufacturer’s resolution*);

**HEREINAFTER THE “DISTRIBUTOR”;**

**HEREINAFTER COLLECTIVELY THE “PARTIES”.**

**AND AS INTERVENOR:** ..... (*identify surety, if applicable*);

**HEREINAFTER THE “SURETY”.**

