

INTERIM AGREEMENT

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INTERIM AGREEMENT entered into on, in the City of, Province of Quebec, Canada.

BETWEEN: V1 (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);

OR

V2 (corporate name), a legal person duly incorporated pursuant to 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 pursuant to 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 pursuant to 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]];

Table with 3 columns: PARTY A, PARTY B, SURETY

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 pursuant to 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];

HEREINAFTER REFERRED TO AS “PARTY A”;

AND: (*identify party B*);

HEREINAFTER REFERRED TO AS “PARTY B”;

AND: (*identify the surety*);

HEREINAFTER REFERRED TO AS THE “SURETY”;

HEREINAFTER COLLECTIVELY REFERRED TO AS THE “PARTIES”.

RECITALS

THE PARTIES MAKE THE FOLLOWING REPRESENTATIONS:

PARTY A	PARTY B	SURETY

- (A) (identify party A) is engaged in the business of (describe principal business activities);
- (B) (identify party B) is engaged in the business of (describe principal business activities);
- (C) The PARTIES are actively studying the possibility of establishing a business relationship in order to (describe the purpose of the relationship);
- (D) The PARTIES wish to record in writing certain key elements of their agreement prior to determining, in a detailed agreement (hereinafter the "Agreement"), all the other elements in respect of which the PARTIES must agree.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

0.00 INTERPRETATION

0.01 Definitions

Unless otherwise indicated, the following capitalized terms or expressions throughout the Agreement shall have the meaning indicated below:

0.01.01 Agreement

means the agreement to be entered into by the PARTIES in the event that they decide to follow through with the Business Opportunity;

0.01.02 Business Opportunity

means the establishment of a business relationship for the purposes of (describe purpose of relationship) and the signing of the appropriate legal documents required to confirm the undertaking of the PARTIES to establish such business relationship;

0.01.03 Interim Agreement

means this interim agreement including its recitals and schedules, any related or ancillary documentation identified therein, as well as any amendment made thereto from time to time by the PARTIES, which amendments shall be made in writing and duly signed by the PARTIES;

0.01.04 Interim Period

PARTY A	PARTY B	SURETY