

# BASIC SIMPLE AGREEMENT

Parties: \_\_\_\_\_

## 1. Definitions:

In this Agreement, unless the context otherwise requires, the following terms shall have the following meanings:

“Agreement” means this Basic Simple Agreement; “Party” or “Parties” means the parties to this Agreement; “Effective Date” means the date when this Agreement is executed by the Parties.

## 2. Agreement to Contract:

The Parties hereby agree to enter into a legally binding agreement on the terms and conditions contained herein, which shall govern their relationship and obligations.

## 3. Obligations of the Parties:

Each Party agrees to perform their respective obligations in a timely and professional manner, in accordance with the terms of this Agreement and applicable Canadian laws.

## 4. Payment Terms:

Any payments to be made under this Agreement shall be made in Canadian Dollars (CAD) by the dates agreed upon by the Parties and in a manner mutually acceptable.

## 5. Term and Termination:

This Agreement shall be effective upon execution and shall continue until terminated by either Party upon providing written notice to the other Party. Termination shall not affect any accrued rights or obligations.

## 6. Confidentiality:

The Parties agree to keep all information received from the other Party confidential and not to disclose such information to any third party without prior written consent, except as required by law.

## 7. Warranties and Representations:

Each Party represents and warrants that it has full power and authority to enter into this Agreement and that entering into this Agreement does not violate any other agreements.

## 8. Limitation of Liability:

Neither Party shall be liable to the other for any indirect, incidental, consequential, or punitive damages arising out of or related to this Agreement, except in cases of gross negligence or willful misconduct.

## 9. Indemnification:

Each Party agrees to indemnify and hold harmless the other Party against any claims, losses, liabilities, damages, costs, or expenses arising out of or related to any breach of this Agreement or negligent acts.

10. Dispute Resolution:

Any disputes arising out of or in connection with this Agreement shall be resolved amicably between the Parties. If unresolved, the dispute shall be submitted to mediation or arbitration in accordance with Canadian laws.

11. Governing Law and Jurisdiction:

This Agreement shall be governed by and construed in accordance with the laws of Canada and the applicable provincial laws. The Parties submit to the exclusive jurisdiction of the courts of the Province where this Agreement is executed.

12. Entire Agreement:

This Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written.

13. Amendments:

No amendment or modification of this Agreement shall be valid or binding unless in writing and signed by both Parties.

14. Severability:

If any provision of this Agreement is held invalid or unenforceable, such provision shall be severed, and the remaining provisions shall remain in full force and effect.

15. Notices:

All notices or other communications required or permitted under this Agreement shall be in writing and delivered personally, by courier, or by registered mail to the addresses of the Parties set forth in this Agreement or as otherwise notified in writing.

16. Counterparts and Execution:

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

**PARTY 1 SIGNATURE**

**PARTY 2 SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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