

Service Agreement signed in “city” this “date” (hereinafter the “Agreement”)

Between: **Telefilm Canada**, a Crown corporation duly established under the *Telefilm Canada Act*, as amended, having its head office at [360 Saint-Jacques Street, Fifth Floor, Montreal, Quebec, H2Y 1P5 or insert other Telefilm address, in which case replace “its head office” by “a place of business”], represented by “name,” “title,” [add as needed: and by “name,” “title”] duly authorized hereby as representing the Corporation (hereinafter “**Telefilm**”).

And: “**Company name**,” a company duly incorporated under the “*name of Act: Quebec Companies Act / Canada Business Corporations Act / other business incorporation Act*,” having its head office at “*street address, city, province, postal code*,” represented by “*Representative name*,” duly authorized hereby as representing the company (hereinafter the “**Contractor**”).

In consideration of their respective obligations, the Parties agree as follows:

1. Services Supplied

1.1. Services. The Contractor agrees to supply and diligently perform for Telefilm, according to industry standards and to Telefilm’s satisfaction, “*indicate main type of services*” services, as more fully described in Appendix A hereto if applicable, (the “**Services**”) for the duration of and under the terms set forth in the Agreement. [If the Services must be rendered by a particular employee of the Contractor or by a natural person, add: The fact that the Services are rendered by “*name of person rendering the services*” is an essential consideration of this Agreement. “*Name of person rendering the services*” may not be replaced by another person during the entire term of the Agreement.]

1.2. [Insert or delete as needed] Reports. The Contractor agrees to provide Telefilm with the following written activity reports by the deadlines indicated, which reports shall contain the following minimum information:

<u>Type of Report</u>	<u>Minimum Content</u>	<u>Deadline</u>
[complete as needed]		

2. Term and Termination

2.1. Term. Subject to section 2.2 hereof, this agreement takes effect on “*contract start date*” and ends on “*contract end date*.” Any renewal of the Agreement after expiry of the term is subject to negotiation between the two Parties and must be evidenced in writing.

2.2. Termination. Notwithstanding section 2.1 hereof, Telefilm may terminate the Agreement upon the occurrence of any of the following events:

- a) if the Contractor fails to remedy a breach of any of its contractual obligations under the Agreement or under any other agreement with Telefilm, including the unauthorized assignment of the Agreement, within [5] days of receipt of written notice to this effect from Telefilm;
- b) without notice or delay, if the Contractor becomes insolvent or bankrupt, or reorganizes its business within the meaning of the *Bankruptcy and Insolvency Act* (Canada), or if it takes steps or steps are taken against it for its winding-up or dissolution, or if a receiver or trustee is appointed for its property;
- c) without notice or delay, in the case of fraud, wilful misrepresentation or gross negligence by the Contractor;

d) at Telefilm's discretion, by giving the Contractor [30] days' written notice;

in which case Telefilm's obligations and responsibilities to the Contractor shall be limited to the amount owed to the Contractor as at the effective date of the termination, without other compensation.

3. Cost of the Services

3.1. Consideration. In consideration of the Services rendered, Telefilm agrees to pay to the Contractor a total amount of "*insert amount*" [or a maximum total amount of "*insert amount*"], plus all applicable taxes [or taxes included], according to the schedule of work (the "Schedule") appearing in Appendix A hereto. Each payment (or the sole payment, as the case may be) shall be payable by Telefilm in accordance with the Schedule within 30 days of receipt of a detailed invoice to this effect.

3.2. Expenses. Telefilm agrees to pay the reasonable and admissible portion of expenses incurred by the Contractor for travel outside the Metropolitan Montreal area undertaken at Telefilm's request. Telefilm shall be responsible for coordinating the Contractor's business travel, including planes, hotels and ground transportation. The expenses shall be reimbursed on the basis of the policies and procedures in force at Telefilm. The Contractor must provide Telefilm with a copy of the bills for expenses for which reimbursement is claimed.

3.3. Payment by direct deposit. The Contractor authorises Telefilm to make all payments due under this Agreement by way of direct deposit into the Contractor's bank account as specified in Appendix B and acknowledges being solely responsible for the accuracy of the banking information provided to Telefilm. The Contractor guarantees being the beneficiary of the bank account specified in Appendix B and undertakes to inform Telefilm as soon as possible in writing of any changes to this banking information. Telefilm shall incur no liability for any delay, inconvenience, expense or other loss arising as a result of incomplete or incorrect information provided by the Contractor. A notice via email will be sent by Telefilm to the following email address [*insert email address*] to confirm that the transaction has been processed.

3.4. No Benefits. The Contractor, its employees, agents, representatives and mandataries may not claim or require from Telefilm, including but not limited to, any of the following: vacation pay, sick leave, maternity/paternity leave, insurance and invalidity plans, pensions, health care, dental care or any other benefit available to Telefilm employees.

4. Representations and Warranties

The Contractor represents and warrants the following:

4.1. It is a duly incorporated company existing under its Act of incorporation, it is in compliance with all applicable laws governing its existence, the Contractor has the authority and capacity to sign the Agreement, which has been duly authorized, the Agreement is enforceable against it, and the signature of the Agreement and the performance of the related obligations do not violate its statutes, its regulations or any act, contract or agreement by which it is bound.

4.2. It is in accordance and in compliance with, and agrees to respect, all laws, regulations, ordinances, decrees or other binding statutory instruments affecting or governing the Contractor and the Services, and agrees moreover to respect all Telefilm policies, guidelines, rules and internal procedures.

4.3. It has the necessary qualifications, the expertise, experience, human resources and material required to provide the Services consistent with the terms and conditions of the Agreement, it holds all necessary

permits, licences and authorizations, as applicable, and it is in good standing with all regulatory bodies in its field.

5. Indemnification

- 5.1.** The Contractor assumes all risks and responsibilities involved in performing the Services, including responsibility for the acts and omissions of persons in its employ, and it must take all measures necessary to avoid causing any damage to Telefilm or to third parties. To this end, the Contractor agrees to indemnify and hold harmless Telefilm from and against all claims, demands, complaints, actions, causes of action and responsibility of any sort, for any damages, losses, costs, injuries, property damages, resulting from any act or omission by the Contractor or by persons employed or engaged by it, in connection with the Services and the Agreement, including the fees, expenses and judicial and extrajudicial costs incurred by Telefilm.

6. Telefilm's Right to Audit

- 6.1.** Telefilm shall, at any time during the term of the Agreement and for three years after the expiry of the term, have access to the documentation needed to verify any matter relating to the Agreement (among other things any invoice, report or part of accounts concerning the Services), and the Contractor agrees, upon request by Telefilm, to deliver to Telefilm copy of this documentation or of any other pertinent documentation relating to the Services.

7. Ownership and Confidentiality

- 7.1. Ownership and Assignment of Rights.** In exchange for the consideration set forth in section 3 above, the Contractor, its employees, agents, representatives and mandataries hereby assign and agree to assign to Telefilm all rights, titles and interests that they own or could own in relation to the Services. The Contractor agrees to sign and, as applicable, to have its employees, representatives or mandataries sign, at Telefilm's request, any document deemed necessary by Telefilm to establish ownership.
- 7.2. Conflict of interest.** The Contractor agrees to disclose to Telefilm, without delay, any situation or event having the effect of placing it directly or indirectly in a situation of real or apparent conflict of interest with Telefilm or a Telefilm client.
- 7.3. Confidential Information.** The Contractor acknowledges that, under the Agreement, certain confidential information relating to the operations and business of Telefilm and its clients could be conveyed to it. Any information, verbal, written, printed, graphic, computerized or in any form or on any support whatsoever, be it in draft or final form, which is supplied to the Contractor, or to which the Contractor has access, constitutes confidential information ("Confidential information") and remains the exclusive property of Telefilm or of its clients, as the case may be.

Therefore, the Contractor agrees that no Confidential information that may be conveyed to the Contractor or to which it may have access will be disclosed to any person, business or corporation whatsoever at any time during and following the term of the Agreement without the prior written authorization of Telefilm. Moreover, the Contractor agrees not to use said Confidential information for its own profit, nor to allow anyone to use said Confidential information at any time during and following the term of the Agreement. In addition, the Contractor must not permit the reproduction, in any form, of the Confidential information, in part or in whole, without first obtaining written authorization from Telefilm and taking all appropriate measures to keep the information confidential. The Contractor agrees to bind in writing its personnel and other mandataries involved in performing the Services by these confidentiality obligations.

The Contractor acknowledges that the disclosure of Confidential information can cause considerable harm and irreparable damage to Telefilm, which may not be possible to compensate sufficiently through the

award of monetary damages. Therefore, in addition to any other remedy available at law or in equity, Telefilm shall be entitled to obtain injunctive relief or other just and equitable redress in the circumstances, without proof of actual damages.

The Contractor acknowledges responsibility for the Confidential information, books, material, reports, computerized reports, invoices, client lists and any document giving client names and addresses, as well as any equipment belonging to Telefilm that the Contractor may have in its possession by virtue of the Agreement.

Upon the termination or cancellation of the Agreement, the Contractor agrees to deliver forthwith to Telefilm, including but not limited to, the Confidential information and any material, books, reports, computerized reports, invoices, client lists and other documents, as well as any copies, on any support whatsoever, belonging to Telefilm that the Contractor may have in its possession by virtue of the Agreement, and/or, upon request by Telefilm, destroy the Confidential information in its possession.

7.4. Web Disclosure. The Contractor consents and authorizes Telefilm to disclose certain elements of the Agreement on its website, as needed, among other things the name of the Contractor, the type of services, the total amount of the consideration and the term.

8. Other

8.1. Independent Entrepreneur. The Agreement does not constitute and shall not be construed as an agency, partnership or employment relationship between the Parties, each one acting as an independent entrepreneur. The Contractor shall be solely responsible for the manner and way in which the Services are performed.

8.2. No Waiver. The failure by Telefilm to insist on the complete performance of any of the undertakings or obligations contained herein or to exercise any of its rights provided for herein shall not be construed as a future waiver of such right or of the complete performance of such undertaking or obligation. No waiver by Telefilm shall be valid unless set forth in writing and such waiver shall apply only to the rights and circumstances expressly mentioned therein.

8.3. Assignment. The Contractor may not assign to anyone its rights and obligations under the Agreement nor delegate the performance of any of its duties thereunder without Telefilm's prior written consent.

8.4. Amendment. The Agreement may not be amended, changed or modified except by agreement in writing executed by both parties.

8.5. Severability. The invalidity of a provision or part of a provision of the Agreement shall not nullify the other provisions or part of provisions, which shall remain in force, in whole or in part.

8.6. Further Assurances. The Parties agree to do and sign or cause to have done or signed from time to time, all other deeds, documents, instruments or things that Telefilm may reasonably request for the purpose of giving effect to the Agreement.

8.7. Laws. The Agreement shall be subject and interpreted according to the laws of the Province of Quebec and the courts of the Province of Quebec shall have exclusive jurisdiction to resolve any dispute between the Parties.

8.8. Language. It is the express wish of the Parties that this Agreement be drawn up in English. *Les parties aux présentes ont expressément exigé que les présentes soient rédigées en langue anglaise.*

IN WITNESS WHEREOF, the Parties have executed the Agreement as of the date first given herein.

TELEFILM CANADA

By:

Name:

Title:

And by:

Name:

Title:

“CONTRACTOR NAME”

By:

Name:

Title:

INTERVENTION

Intervening herein, *"Name of person rendering the services,"* (hereinafter "the Intervener") acknowledges having read the Agreement and having understood its nature and scope, and agrees to comply with the terms and obligations thereof, notably with regard to obligations related to confidentiality and indemnification. The Intervener hereby assigns and agrees to assign to Telefilm all rights, titles and interests that he or she owns or could own in relation to the Services and the work performed, and agrees to sign upon request by Telefilm any document deemed necessary by Telefilm to establish ownership.

Signed on _____

"Name and title of natural person (or Contractor employee/representative) rendering the Services"

APPENDIX A

DESCRIPTION OF THE SERVICES

The Services to be provided by the Contractor include, among other things, the following duties and responsibilities:

"to complete"

The Contractor agrees to comply with the following timeframe during the term of the Agreement:

"to complete – if there is no timeframe, indicate NIL"

CONSIDERATION

[to complete, add lines as needed]

MILESTONES AND/OR DELIVERABLES		PAYMENT AMOUNTS
[if payable according to milestones, indicate the dates; if payable according to deliverables, insert a brief description of the deliverables and the dates]		(payable consistent with subsection 3.1)
Description [write N/A if not applicable]	Date	[if predetermined amounts, specify amount; if not, mention supporting invoice]
Total [maximum]		<i>"insert total amount, which must match subsection 3.1"</i>
*In no case may the total consideration for the Services exceed the total unless the Parties have concluded a written agreement to this effect.		

APPENDIX B
BANKING INFORMATION FOR DIRECT DEPOSIT

Name of financial institution _____

Name of branch or branch address _____

X	X	X
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Transit No.

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Institution No.

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Account No.