

ALLIANCE AGREEMENT

THIS AGREEMENT made effective as of the ___ day of _____, _____.

BETWEEN:

CORPORATION1, a body corporate incorporated under the laws of _____, (hereinafter referred to as "CORPORATION1")

OF THE FIRST PART

- and -

CORPORATION2, a corporation incorporated pursuant to the laws of _____ (hereinafter referred to as "CORPORATION2")

OF THE SECOND PART

WHEREAS:

- A. CORPORATION1 is in the business of _____;
- B. CORPORATION2 is in the business of _____;
- C. The Parties wish to form an alliance ("Alliance") and enter into an agreement (the "Alliance Agreement" or the "Agreement") whereby CORPORATION1 and CORPORATION2 agree to cooperate in identifying prospective customers, representing products and providing technical support to customers of both Parties.
- D. The Parties hereto wish to form the Alliance subject to the terms and conditions contained in this Alliance Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and the covenants contained in this Agreement the Parties hereto agree as follows:

1. FORMATION OF THE ALLIANCE

The Parties hereby enter into and form an Alliance for the limited purpose and scope set forth in this Agreement pursuant to the laws of the Province of *[insert name of province]* and the terms of this Agreement. CORPORATION1 and CORPORATION2 are hereinafter referred to collectively as Parties or individually as Party. Except as otherwise expressly provided in this Agreement or by other written agreement executed by the Parties, no Party shall have the authority to act for or to assume any obligations or responsibilities on behalf of the other Party.

2. PURPOSE

The Parties hereby form an Alliance for the purpose of identifying customers, representing products and providing technical support services to existing and prospective customers. Specifically, the purposes of the Alliance are to:

- (a) represent products and services;
- (b) provide technical support to customers;
- (c) provide management support;
- (d) provide consulting services;

- (e) provide subcontracting services;
- (f) identify prospective customers;
- (g) identify prospective projects; and
- (h) engage in such other commercial activities as the Parties determine from time to time.

3. STRUCTURE

3.1 General Contractor

- (a) **CORPORATION2** will represent the _____ of **CORPORATION1** to its customer base in _____ and elsewhere.
- (b) **CORPORATION1** will represent the _____ of **CORPORATION2** to its customer base.
- (c) Each Party will be treated as the general contractor for projects in which it proposes the goods and services of the other.

3.2 No Creation of Partnership: The rights and obligations of each of the Parties to the Alliance shall be in every case several and not joint or joint and several. Nothing contained in this Agreement shall be deemed to constitute either Party as the partner, agent or legal representative of the other Party, or to create any fiduciary relationship between them for any purpose whatsoever. Neither Party hereto shall have any authority to act for or to assume any obligation or responsibility on behalf of the other Party.

3.3 Liabilities: Except as otherwise provided herein, the liabilities arising out of the Alliance shall be borne by the Parties in proportion to their respective interests.

THIS IS A 4-PAGE DOCUMENT.