

ELECTRONIC DATA INTERCHANGE TRADING PARTNER AGREEMENT

THIS AGREEMENT made effective the ____ day of _____, _____.

BETWEEN:

PARTY 1

OF THE FIRST PART

- and -

PARTY 2

OF THE SECOND PART

[WHEREAS the parties intend this Agreement to govern the exchange of documents and materials between them through the Electronic Data Interchange ("EDI").]

[WHEREAS the parties hereto desire to facilitate _____ transactions by electronically transmitting and receiving data in agreed formats in substitution for conventional paper-based documents and to ensure that such transactions are not legally invalid or unenforceable as a result of the use of available electronic technologies for the mutual benefit of the parties.]

NOW THEREFORE THIS AGREEMENT WITNESSES that the parties hereto agree as follows:

1. Definitions

- (a) "Document" means data structured in accordance with the standards set out in Schedule "___" hereto and transmitted by EDI between the parties.
- (b) "Receiver" means the party that receives a Document in the context of a discrete EDI transaction.
- (c) "Sender" means the party that sends a Document in the context of a discrete EDI transaction.
- (d) "Supply Agreement" means the agreement between the parties for the supply of products and services, a copy of which is attached as Schedule "___" to this Agreement.

2. Scope of Agreement

The provisions of this Agreement shall govern all Documents transmitted by EDI between the parties.

3. System Operations and Communications

- (a) Documents will be transmitted electronically to each party either directly or through any third party service provider ("Provider") with which either party may contract. Either party may modify its election to use, not use or change a Provider upon ____ days prior written notice.
- (b) Each party shall be responsible for the costs of any Provider with which it contracts, unless otherwise set forth in Schedule "___".
- (c) Each party, at its own expense, shall provide and maintain the equipment, software, services and testing necessary to effectively and reliably transmit and receive Documents.

- (d) Each party shall properly use such security procedures as are reasonably sufficient to ensure that all transmissions of Documents are authorized and to protect its business records and data from improper access.
- (e) Each party shall adopt as its signature an electronic identification consisting of symbol(s) or code(s) that are to be affixed to or contained in each Document transmitted by such party. The parties agree that the signature of a party affixed to or contained in any transmitted Document shall be sufficient evidence to verify such party as the Sender of such Document. Neither party shall disclose to any unauthorized person the signature of the other party.