

## 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**