

## 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.

#### **4. Document Standards**

- (a) Each Document communicated by EDI between the parties shall be structured and transmitted in accordance with the EDI standards described in Schedule “\_\_\_”.
- (b) Each party shall provide the other party with \_\_\_\_\_ days’ prior written notice of its intent to upgrade to a new version of the EDI standards or to another set of EDI standards, and upon mutual agreement, the parties shall cooperate to effect the upgrade in a commercially reasonable manner and at a mutually agreeable time.

#### **5. Receipt and Acknowledgment of Receipt**

- (a) Any Document transmitted by EDI shall be deemed properly received when it is accessible to the Receiver at its electronic mailbox as designated under Schedule “\_\_\_”.
- (b) No Document shall have any legal effect until it is received pursuant to paragraph 5(a).
- (c) Each party shall collect Documents received at its electronic mailbox no less often than at the times specified in Schedule “\_\_\_”.
- (d) Upon receipt of any Document, the Receiver shall promptly transmit a functional acknowledgement as set out in Schedule “\_\_\_” to the Sender. Receipt of such acknowledgement as set out in paragraph 5(a) will constitute conclusive evidence of the receipt of the Document.
- (e) Failure by a Receiver to transmit a functional acknowledgment following receipt of a Document shall not invalidate or negate the legal effect of the received Document, insofar as the Sender is identifiable from the Document.

#### **6. Transmission Errors**

- (a) If a received Document is found by the Receiver to be incomplete, inaccurate, unintelligible or otherwise corrupted in transmission, or has been transmitted in error to the Receiver, the Receiver shall promptly notify the Sender of the error in transmission.
- (b) Should a Receiver provide a notice pursuant to paragraph 6(a), there shall be no deemed receipt of the Document under paragraph 5(a).
- (c) If the Receiver does not provide notice to the Sender as set out in paragraph 6(a), the Sender’s record of the transmitted Document shall be deemed evidence of receipt by the Receiver.
- (d) If the Sender is not identifiable in a received Document, there shall be a deemed notice of error in transmission from the Receiver to the Sender pursuant to paragraph 6(a).

**7. Security Procedures**

- (a) Each party shall establish and utilize adequate security products and procedures to control the transmission of Documents and ensure that the transmission of each Document is duly authorized.
- (b) Each party shall establish and utilize adequate security products and procedures to protect the information contained in the Documents from improper access and loss.
- (c) Each party shall identify itself as the sender of a Document by incorporating its mutually agreed upon authentication data as set out in Schedule “\_\_\_”.

**8. Contracts**

- (a) The parties hereby agree that legally binding contracts may be created through the communication of Documents by EDI pursuant to this Agreement.
- (b) A valid and enforceable contract may be created only upon the transmission and receipt of the Documents forming that specific type of contract as described in Schedule “\_\_\_”. The transmission and receipt of the Documents forming a contract under Schedule “\_\_\_” shall constitute an offer and acceptance under the common law of contracts.
- (c) The transmission of a functional acknowledgement as described in Schedule “\_\_\_” does not constitute an acceptance of the contents of a received Document. A Receiver can only accept an offer by sending the Document in specified form which constitutes an acceptance of the corresponding received Document as defined in Schedule “\_\_\_”.

**THIS IS A 6-PAGE DOCUMENT.**