



## **General Supplier Relationship Agreement**

Between

Promotion Depot Inc. and Branded Productions (“Purchaser”)

And

\_\_\_\_\_ (“Supplier”)

**PREAMBLE:** The Purchaser and Supplier would like to work together to acquire and service new clients. The parties expect the Purchaser to perform most of the client-acquisition work, and to charge a corresponding markup for doing so. The parties expect the Supplier to provide some or all of the goods and services needed to complete such client contracts. The parties enter into this agreement to document the terms of their cooperation.

- 1. Quotation Used:** This Agreement will follow the pricing, deliverables, and timelines of any specific quote(s) provided to, and accepted, by the Purchaser. The payment contemplated by these quote(s) will be due to the Supplier no later than 60 days after the receipt of their invoice.
- 2. Subsequent Work:** The parties may, by agreement in writing, extend the scope of work to include additional work performed for an additional fee. If no new agreement is executed to cover such agreed-upon additional work, the terms of this Agreement shall apply instead.
- 3. Ownership of Work:** The Purchaser shall retain ownership of any intellectual property and tools (such as logos, designs, tools, dies, renderings, drafts, prototypes, concepts, pictures/videos/recordings of partial or completed work, etc., including any such items created for the purposes of soliciting a potential client, even if that potential client never orders any work) [collectively “Intellectual Property and Tools”] created in the performance of this Agreement.
- 4. Defective Work:** If any goods or services provided by the Supplier are defective in any way, the Purchaser is entitled to compensation of the purchase price and any consequential damages.
- 5. Purchaser to Approve all Instructions:** No instruction, request, purchase/change order, etc., to the Supplier shall be valid unless approved by the Purchaser – even if coming from the Purchaser’s own client. The Supplier will promptly notify the Purchaser of any such instructions, requests, purchase/change orders, etc., that require Purchaser’s approval.
- 6. Supplier’s Certification:** The Supplier certifies that it has full legal rights (including any required intellectual property rights, etc.) to any materials provided to the Purchaser (or Purchaser’s client), and that the Purchaser’s (or Purchaser’s client’s) communicated intended use of the produced goods and services will be legal. The Supplier will fully and promptly indemnify the Purchaser for any damages or claims by third parties that are caused by the Supplier’s acts.
- 7. Confidentiality:** The existence and the terms of this Agreement, any oral or written information exchanged between the Parties in connection with the preparation and performance this Agreement, any information about each other’s customers, suppliers, and service providers, and any Intellectual Property and Tools developed during the performance of this Agreement, will be considered Confidential Information. The Supplier shall maintain confidentiality of all such Confidential Information, and shall not use or disclose any Confidential Information to any third parties without the written consent of the Purchaser, except for the Permitted Uses listed below.
- 8. Permitted Uses:** 1) The party to whom any intellectual property and tools are assigned by this Agreement may use such Intellectual Property and Tools in any way that Party sees fit (including for other projects, other customers, etc.) 2) The Supplier may use the Purchaser’s confidential information in any way reasonably necessary for the performance of this Agreement (such as by providing such information to its own actual service providers).



**9. No Unapproved Marketing:** The Supplier shall not use any part of its provided goods and services, nor pictures/videos/recordings/etc. thereof, nor any part of the Confidential Information, nor any part of the Intellectual Property and Tools, in its marketing (including social media posts, portfolios, etc.) without the written consent of the Purchaser, which may be unreasonably withheld.

**10. Non-Solicitation of Purchaser's Customers and Sales Prospects:** The Supplier will not, directly, or indirectly, provide goods or services to the Purchaser's agents, employees, customers, sales prospects, or any other party connected to the Purchaser, except through the Purchaser. The Supplier will not engage in any business activity, discussions, or negotiations with the Purchaser's customers, sales prospects, or any other party connected to the Purchaser, except through the Purchaser or its agents and employees.

For greater clarity, this section is specifically intended to protect the Purchaser's 'broker' position, as the Purchaser's marketing efforts and knowledge of its customers is a major part of the value it provides to its suppliers and service providers. This clause shall begin operating upon the signing of this Agreement and shall cease operating five (5) years after the last delivery of goods or services to the Purchaser. This clause shall survive any termination or cancellation of this Agreement.

If the Supplier, or any party connected to the Supplier, provides goods or services to a party connected to the Purchaser (**including sales account prospects**) without going through the Purchaser, the Supplier shall immediately pay the Purchaser 100% of the value (defined as the total purchase price before any deductions) of any such purchase order as liquidated damages for the breach of this term within 2-months of the activity.

**11. Non-Exclusivity:** Nothing in this Agreement or its Preamble will be interpreted to create a partnership or an exclusive business arrangement between the parties. The Purchaser is free to contract with other goods and service providers. The supplier is free to contract with other customers, subject to the restrictions in Section 10 (Non-Solicitation of Purchaser's Customers), and Section 12 (No Work with Specified Competitors).

**12. No Work with Specified Competitors:** For the duration of this Agreement, the Supplier will not do any work with the following companies, or their agents, employees, etc.: ODL Agency, ODL Designs.

**13. Termination:** Either party may terminate this Agreement on sixty (60) days' written notice to the other.

**14. General:** **1)** This is the entire Agreement between the parties. There are no representations, collateral agreements, warranties or conditions affecting this Agreement, nor any implied agreements arising from it. **2)** Any modifications to this Agreement must be made in writing and signed by both parties. **3)** This Agreement is subject to the laws of Ontario, and any disputes arising out of this Agreement will be resolved in Ontario Courts. **4)** If some part(s) of this agreement is found void or otherwise non-binding, that part(s) shall remain in force to the maximum permissible extent (where possible). In any event, the remaining provisions of the Agreement will remain active.

For Purchaser:	For Supplier:
Name (Print):	Name (Print):
Signature:	Signature:
Company Name:	Company Name:
Email & Telephone:	Email & Telephone:
Date:	Date:
_____ Initial, I have the authority to bind the corporation	_____ Initial, I have the authority to bind the corporation