



Supplier EDI Testing & Certification Services Contract

THIS AGREEMENT is made by and between

Logitek Technology Ltd. ("QLogitek")

an Ontario corporation having its principal place of business at 155 Rexdale Blvd. Suite 801, Toronto, Ontario Canada, M9W 5Z8

and

_____ a _____ corporation having its principal place of business

at _____ ("Customer"). This agreement is effective as of _____ and is executed by both parties hereto.

In consideration of QLOGITEK entering into a mutually beneficial business relationship with Customer, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

PAYMENT OPTIONS

1. Services Provided

EDI Testing services for the purposes of certifying the Customer to conduct EDI transactions with **Hudson's Bay Company** ("Trading Partner") for the following documents:

- i. Purchase Order (850)
- ii. Purchase Order Change (860)
- iii. Advanced Ship Notice (856).

1. Visa/MasterCard

(Operated by our sister company: QNETBIZ International Ltd.)

Card # _____ Expiry Date MM/YY ____/____

Cardholder's Name _____

Cardholder's Signature _____

2. Fees

The current fees for the Services are as follows:

One-time Testing Fees:

(a) \$600* for one generic map testing scenario,
(Will contain sample/generic UPC, Style, Unit Price & Store Information)
OR

(b) \$850* for one custom map testing scenario
(Will contain user-specific UPC, Style, Unit Price & Store Information)

By Cheque.

IN WITNESS WHEREOF, QLOGITEK and Customer have executed or caused this Agreement to be executed by their duly authorized representatives.

- 1. Two tests per document included
- 2. For failed or expired testing dates: **\$300*** per document or test date.
- 3. Missed test date counts as a one test.

***Plus 6% G.S.T. if applicable.**

Testing will commence only when above fees are received.

3. Obligations

QLOGITEK warrants that any Testing will be performed in accordance with industry standards. QLogitek makes no other warranties of any kind, including but not limited to any implied warranties of merchantability or of fitness for a particular purpose. In no event will QLogitek be liable for indirect, incidental, loss of profits or goodwill, consequential, or other damages resulting from or in connection with this agreement or services provided hereunder. QLOGITEK assumes no liability for, including but not limited to the quality and integrity of EDI transmissions between Customer and its Trading Partner. In no event will QLOGITEK be liable for fees, fines, or penalties assessed against Customers, for any reason, whether or not QLOGITEK was at fault. Said fees, fines, or penalties will be the responsibility solely of the Customer. QLOGITEK'S maximum total liability for any and all claims whatsoever shall be an award for direct damages not to exceed the fees paid to QLOGITEK under this Agreement. This shall be QLOGITEK' total and sole liability to Customer.

I
CUSTOMER

NAME/ & TITLE

DATE

SIGNATURE

QLOGITEK

NAME/ & TITLE

DATE

SIGNATURE

