



THIRD PARTY PROVIDER AGREEMENT

BETWEEN:

BIXSco Inc.

(hereinafter referred to as "BIXSco")

-and –

(hereinafter referred to as the "TPP")

WHEREAS:

- a) BIXS operates and maintains the Beef InfoXchange System (referred to as BIXS).
- b) BIXS is a national voluntary web-based database designed to capture and exchange data linked to an individual animal's unique electronic ID tag number and is a tool to assist in the gathering, tracking and exchange of useful individual animal information across the beef chain.
- c) To give all producers the opportunity to take advantage of BIXS, BIXSco permits producers to access BIXS through another individual, company, program or organization known as a Third Party Provider.
- d) The TPP wishes to be appointed as a Third Party Provider to BIXS.

NOW THEREFORE, in consideration of the agreements and provisions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Definitions

1. In this Agreement:
 - a) "Agreement" means this Agreement, the BIXS Terms of Use and the Policies.
 - b) "BIXS Logo" means the trade mark and logo listed in Schedule "A";
 - c) "BIXS Terms of Use" means the Terms of use under which BIXSco provides Participants and Third Party Providers access to BIXS, as may be amended from time to time during the term of the Agreement.
 - d) "CCIA" means the latest date this Agreement is signed by the Parties.
 - e) "Effective Date" means the latest date this Agreement is signed by the Parties;
 - f) "Information" means a Participant's Identification Information, Required Information or Optional Animal Information.
 - g) "Participants" means commercial and purebred cow-calf producers, feedlots, backgrounders and abattoirs registered with BIXS on whose behalf the TPP has been authorized and approved as a Third Party Provider.
 - h) "Parties" means BIXSco and the TPP;
 - i) "Policies" means those policies developed by BIXSco, from time to time during the term of this Agreement, to administer access to BIXS by Participants and Third Party providers.
2. In this document and any Policies, any words not defined in paragraph 1 have the definitions given to them in the BIXS Terms and Conditions.

Appointment as TPP

3. BIXSco hereby appoints the TPP as a not exclusive Third Party Provider and the TPP hereby accepts the appointment as a non-exclusive Third Party Provider.
4. The TPP understands and agrees that, as a Third Party Provider, the TPP is:
 - a) is acting as an agent for the Participants on whose behalf the TPP is:
 - (i) Providing information to BIXS; and
 - (ii) Accessing information from BIXS;
 - b) is bound by the BIXS Terms of Use and any amendments to the BIXS Terms of Use;
 - c) is responsible for ensuring that all Participants for whom the TPP is entering information in BIXS agree with any amendments made to the BIXS Terms of Use during the agreement.
 - d) will comply with all Policies developed and implemented by BIXSco; and
 - e) will actively support and promote BIXS and encourage cow-calf producers, backgrounders, feedlot operators, livestock dealers and abattoirs to use BIXS as a tool to:
 - (i) assist in the gathering, tracking and exchange of useful individual animal information across the beef chain; and

- (ii) communicate, build business opportunities and support marketing programs based on accurate and reliable individual animal information.

Term

- 5. This agreement shall commence on the Effective Date and shall continue in effect until terminated pursuant to paragraphs 26 to 31.

Participation Information and Consents

- 6. The TPP acknowledges that:
 - a) the TPP can register Participants with BIXS or act on behalf of Participants already registered with BIXS.
 - b) if the TPP registers a Participant with BIXS, the TPP will receive the Participant's account information, user name and password from the Participant;
 - c) if a Participant is already registered with BIXS, the TPP must obtain the Participant's account information, user name and password from the Participant;
 - d) the TPP will access BIXS using the Participant's account information, user name and password; and
 - e) as the appointment of the TPP is non-exclusive, Information can be entered into BIXS by the Participant or by any Third Party Provider authorized by the Participant and approved by BIXSco;
 - f) the current design for Third Party Providers does not distinguish between Information entered by a Participant directly and Information entered by one or more Third Party Providers on behalf of a Participant;
 - g) the Participant's account information, user name and password are the property of the Participant;
 - h) if the TPP registers the Participant with BIXS, the TPP must provide the Participant with his account information, user name and password; and
 - i) the TPP cannot change the Participant's Identification Information, account information or user name or password without the prior written consent of the Participant.
- 7. Prior to entering information into BIXS on behalf of a Participant, the Third Party Provider must have:
 - a) a completed copy of the BIXS Third Party Provider Application form signed by the Participant and the TPP and provided to and approved by BIXSco;
 - b) a paper or electronic record of the Participant agreeing to the BIXS Terms of Use; and
 - c) a paper or electronic record of the Participant agreeing that BIXS and the TPP can:
 - i) Access the Participant's CCIA account to upload and/or share Information; and
 - ii) Share the Participants Identification Information and Required Information with the CCIA.

Technical Requirements

8. The TPP agrees to use the format, method and software prescribed by BIXSco for transmitting to and retrieving Information from BIXS.
9. The TPP agrees to maintain such technical and organization security measure as ae required to protect the Information obtained from Participants, provided to BIXS and retrieved from BIXS against loss or theft, as well as unauthorized access, disclosure, copying, use or modification.

Record Keeping

10. The TPP shall maintain complete and accurate records in connection with its obligations under this agreement.
11. BIXSco reserves the right to conduct an evaluation or audit, at its own cost to ensure that the TPP has complied with the terms and conditions of this Agreement.
12. BIXSco agrees to provide reasonable written notice of any intended evaluation or audit; and to conduct said evaluation or audit within the TPP's normal business hours, with the least disruption to the business operations of the TPP.
13. BIXSco will share a copy of the report resulting from BIXSco's evaluation and audit with the TPP and discuss any concerns and the actions necessary to remedy the concerns.
14. Where an evaluation or audit conducted in accordance with this Agreement reveals concerns or areas of non-conformance, or if BIXSco is refused access to records, BIXSco will require the TPP to develop a plan of action within 21 working days of the notice of non-conformance, outlining corrective action required. Failure to comply will constitute a breach of this Agreement.

Acknowledgement of BIXS and use of the BIXS Logo

15. The TPP agrees to recognize and acknowledge BIXS as the business tool used by the TPP, and as the source of the information being used in the TPP's reports and analysis.
16. BIXSco grants to the TPP a limited, non-exclusive, non-transferable and royalty-free license to use the BIXS logo and website address for the Term of the Agreement.
17. The TPP expressly understands and acknowledges that:
 - a. BIXSco is owner of all right, title and interest in and to the BIXS logo.
 - b. The BIXS logo is valid and serves to identify BIXS and those who are authorized as Third Party Providers.
 - c. The TPP's use of the BIXS logo does not give the TPP any ownership interest to other interest in or to the BIXS logo nor the right o sub-license the BIXS logo to third parties.
 - d. BIXSco reserves the right to substitute different trademarks or variations on the BIXS logo. The TPP shall be responsible for the costs of modifying the TPP's material to conform to the new trademarks.

- e. The TPP will not change in any manner the BIXS logos nor use any other trademark which is similar to or substantially similar to the BIXS logo, so as to cause deception or confusion to the public.
- f. Unless otherwise agreed to by BIXSco, the TPP will accompany any and all use of the BIXS logo with the following "Trademark of BIXSco Inc."
- g. Following the termination or expiry of the Agreement, the TPP shall not use in any manner whatsoever the BIXS logo.

Use of Information

- 18. The Information entered into BIXS by the TPP is subject to the BIXS terms or use and the BIXS Personal Information Protection Policy.
- 19. The TPP agrees that the Information received from the Participants for entry into BIXS and all related intellectual property rights are the exclusive property of the Participants.
- 20. BIXSco is not responsible or liable for the TPP's collection, use, or disclosure of the Information/
- 21. The TPP shall make the Information available at all times to BIXS and to the Participants from whom the Information was obtained.
- 22. The TPP shall make the Information available at all times to BIXS and to the Participants.

Information Protection

- 23. TPP agrees that the TPP;
 - a) Shall handle Information in a manner that complies in all material respects with all applicable personal information protection and privacy policies and legislation;
 - b) Has established and will maintain appropriate facilities for the handling and safekeeping of the Information.
 - c) Shall collect, use and disclose Information only as required to fulfill the TPP's obligations as a Third Party Provider or as authorized by the participant.
 - d) Shall disclose the information only to those of its employees who require access to it to fulfill their obligations as a Third Party provider.
 - e) Shall immediately destroy, or return any information to a Participant in accordance with the Participant's instructions.

Termination of Relationship with Participant

- 24. A Participant may terminate the TPP as its Third Party Provider, without cause, at any time by written notice to BIXSco and the TPP.
- 25. The TPP may terminate its relationship with a Participant, without cause, at any time by written notice to BIXSco and the Participant.
- 26. Upon termination of the relationship between the TPP and a Participant, the TPP agrees to:

- a) Immediately stop using the Participant's Information, BIXS account, user name and password; and
- b) Provide the Participant with a copy of the Participant's Information held by the TPP.

Termination by the Parties

- 27. The TPP may terminate this agreement, without cause, at any time on written notice to BIXSco.
- 28. BIXSco may terminate this Agreement on 10 days' notice to the TPP if the TPP:
 - a) is in breach of this Agreement.
 - b) is adjudged bankrupt or insolvent or the operations or the TPP are wound up;
 - c) has knowingly submitted false or misleading information to BIXS; or
 - d) fails to agree to any amendments to this Agreement as may be required by BIXSco, from time to time, during the term of this Agreement.
- 29. This agreement shall automatically terminate if, for any reason BIXS permanently ceases operation. For greater clarity, this Agreement shall not automatically terminate should BIXS temporarily cease operation for any reason. BIXSco shall provide the TPP with ten (10) business days written notice of any permanent or temporary cessation of operations.
- 30. Upon termination of this Agreement by either Party, the TPP agrees to:
 - a) immediately notify all Participants of the termination of this Agreement and their approval as a Third Party Provider.
 - b) immediately stop using all Participants' Information, BIXS accounts, user names and passwords; and
 - c) within a reasonable period of time provide all Participants with a copy of the Participants' Information held by the TPP.

Communications and Notice

- 31. All communications and notices shall be addressed as follows:
 - a) To BIXSco: BIXSco Inc.
 2nd Floor, 10607 82 Street
 Edmonton, Alberta T6A 3N2
 Telephone: (780) 456-2207
 Fax: (800) 475-4603
 Email: support@bixs2.ca

b) To TPP

Name _____

Address _____

City/Prov/ Postal _____

Telephone _____

Fax _____

Email _____

32. Any communication between BIXSco and the TPP relating to breach of this Agreement or any written notice required by this Agreement shall be sent by mail, fax or email to BIXSco and the TPP as noted above. Communications sent by mail shall be deemed to be received 7 days from the date of mailing and communications sent by fax or email shall be deemed to be received on the day of sending but if it is not a business day, on the business day.
33. Either Party may change its address, telephone number, fax number and email address by written notice to the other party.

Indemnity

34. The TPP agrees to protect, indemnify and save harmless BIXSco from and against any and all damages, costs and expenses of whatsoever nature arising out of or in any way connected with the TPP being appointed as a Third Party Provider for a Participant.
35. This Agreement constitutes the contract in its entirety between the Parties and replaces any prior and contemporaneous agreements, understanding, negotiations and discussions between BIXSco and the TPP, whither oral or written, in respect of this matter.
36. The provisions of this Agreement shall be construed and interpreted in accordance with the laws of the Province of Alberta.

INTENDING TO BE LEGALLY BOUND this Agreement has been executed by BIXSco Inc. by its proper officer thereunder authorized this _____ day of _____, 201__.

BIXSco Inc.

Signature

Printed Name

INTENDING TO BE LEGALLY BOUND this Agreement has been executed by the THIRD PARTY PROVIDER by its proper officer thereunder authorized this _____ day of _____, 201__.

Name of Third Party Provider

Signature

Printed Name

Schedule "A" – BIXS LOGOs

