

SERVICE AGREEMENT

THIS AGREEMENT made this day of 20

B E T W E E N :

SOULMATES INTRODUCTION SERVICES INC.
(hereinafter the "Corporation")

OF THE FIRST PART

-and-

(hereinafter the "Client")

OF THE SECOND PART

WHEREAS the Corporation has been retained to perform various introduction services for the Client;

AND WHEREAS the client is desirous of having the Corporation provide introductions for an agreed upon fee.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants contained in this Agreement, the parties agree as follows:

ARTICLE I

DEFINITIONS

1.01 **Questions in the normal course of business** is defined as and includes, but is not limited to: name, address, telephone number, interests, hobbies, qualities desired in a person, interest in marriage, marital status, education, place of birth, criminal record, does a person drink or do drugs, etc.

1.02 **Introduction** is defined as the providing of the name of a person of the opposite sex who is, at the discretion of the Corporation, a suitable match based upon information provided from responses to questions within the normal course of business.

1.03 **Improper Conduct** is defined as and shall include, but shall not be limited to failure to provide a ride home, sexual advancement, harassment and disrespect, etc. and is determined at the sole discretion of the Corporation.

1.04 **Safety concern** is defined as a situation of which one of its clients safety is at risk. What constitutes a safety concern shall remain at the sole discretion of the Corporation.

ARTICLE II

TERMS AND CONDITIONS

2.01 The Corporation hereby agrees to exercise its best effort to provide introductions to the Client throughout the duration of this Agreement.

2.02 (a) The term of this Agreement is for a period of one (1) year from the date of this Agreement.

 (b) Should the Corporation fail to provide at least six (6) introductions within the term of this Agreement, the Corporation shall extend the Agreement for such period as it is necessary to provide the said six(6) introductions.

(c) Should the Corporation be unable to provide the said six (6) introductions within two (2) years of the date of this Agreement, this Agreement shall be terminated.

2.03 The Corporation shall not be responsible for any improper conduct which may result from any introduction.

2.04 (a) The Corporation reserves the right to cancel a client's membership at any time for misrepresentation or improper conduct, or any other reason for which the Corporation may in its sole and unfettered discretion feel constitutes improper conduct or a safety concern.

(b) Should a client's membership be cancelled for any of the reasons listed in 2.04(a) above, no refund shall be given for such cancellation.

2.05 The fees for the services of the Corporation is in the sum of _____ Canadian Dollars which sum shall be made payable to Soulmates Introduction Services Inc. and shall be payable in Canadian funds. The fee shall include a personalized biography and photograph which shall be posted on the Corporation's private and confidential database.

ARTICLE III

REPRESENTATIONS AND WARRANTIES OF THE CORPORATION

3.01 The Corporation represents and warrants that it has relied upon information provided to the Corporation by the Client in providing the said introductions.

3.02 The Corporation represents and warrants that it has **not** conducted any background checks on the clients other than questions within the normal course of business.

3.03 The Corporation does **not** make any representations and warranties regarding a clients mental health, physical health, marital status, criminal record, character, personality, profession and/or financial position.

ARTICLE IV

REPRESENTATIONS AND WARRANTIES OF THE CLIENT

4.01 The Client represents and warrants that all statements made to the Corporation are true and accurate and are being relied on by the Corporation in any decision regarding an introduction.

4.02 The Client represents and warrants that he/she is not married.

4.03 The Client represents and warrants that he/she will inform the Corporation immediately upon any change in their marital status.

4.04 The Client represents and warrants that he/she is a member of the Jewish religion.

4.05 The Client represents and warrants that he/she has no prior criminal record that has not been disclosed to the Corporation.

4.06 There is no representation, warranty or collateral agreement affecting the agreement other than as expressed herein in writing.

ARTICLE V

GOVERNING LAW

5.01 This Agreement shall be made and construed in accordance with the law of the Province of Ontario.

ARTICLE VI

SEVERABILITY

6.01 In the event that any of the covenants herein contained shall be held unenforceable or declared invalid for any reason whatsoever, such unenforceability or invalidity shall not affect the enforceability or validity of the remaining provisions of this Agreement and such unenforceable or invalid portion shall be severable from the remainder of this Agreement.

ARTICLE VII

INDEMNIFICATION

7.01 The Client hereby agrees to indemnify and save the Corporation, its agents, associates, friends and clients harmless from and against all obligations, commitments, liabilities, claims, actions, demands, suits, matters and costs arising out of or in any way connected with the Corporation or any business it is associated with or otherwise, and to keep the Corporation indemnified against all actions, proceedings, claims, demands, costs, damages, and expenses on account thereof and further to keep you indemnified against all actions, claims, demands, costs, damages and expenses arising out of or in any way connected with the Corporation for the benefit of the Client.

Dated at the City of , this day of 20

SOULMATES INTRODUCTION SERVICES INC.

Per: Evelyn Potok
I have the authority to bind the Corporation

Client (Print Name)

Client (Signature)

Please fax this form signed and dated to (905) 709-4468