

CORPORATE ACCESS NUMBER: 5018612563

**Government
of Alberta ■**

SOCIETIES ACT

**CERTIFICATE
OF
INCORPORATION**

**AA RINGETTE CALGARY FOUNDATION (2013)
WAS INCORPORATED IN ALBERTA ON 2014/11/17.**



INCORPORATE SOCIETY - Registration Statement

Alberta Registration Date: 2014/11/17

Corporate Access Number: 5018612563

Service Request Number: 22382782
Society Name Type: Named Society Name
Society Name: AA RINGETTE CALGARY FOUNDATION (2013)

REGISTERED ADDRESS

Street: 2815C 12TH STREET N.E.
Legal Description:
City: CALGARY
Province: ALBERTA
Postal Code: T2E 7J2

RECORDS ADDRESS

Street:
Legal Description:
City:
Province:
Postal Code:

ADDRESS FOR SERVICE BY MAIL

Post Office Box:
City:
Province:
Postal Code:
Internet Mail ID:

Fiscal Year End:
CAN of Entity Providing Undertaking:
Undertaking Date:

Future Dating Required:
Registration Date: 2014/11/17

Attachment

Attachment Type	Microfilm Bar Code	Date Recorded
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Application	10000307117947112	2014/11/17
Bylaws	10000107117947113	2014/11/17
Consent and Undertaking	10000407117947116	2014/11/17
Nuans	10000607117947115	2014/11/17
Notice of Address	10000907117947114	2014/11/17

**Registration Authorized By: KATHIE LEWIS WELSH
INCORPORATOR**

FILED 104
NOV 17 2014
Registrar of Corporations
Province of Alberta

RECEIVED
OR
OCT 01 2014
CORPORATE REGISTRY

5018612563



Application to Form a Society

We, the undersigned, declare that we desire to form a society under the Societies Act, and that:

1. The name of the society is: AA Ringette Calgary Foundation (2013)

2. The objects of the society are: (check (✓) all that apply and add any additional objects in the space provided)

- To provide for the recreation of the members and to promote and afford opportunity for friendly and social activities.
- To acquire lands, by purchase or otherwise, erect or otherwise provide a building or buildings for social and community purposes.
- To encourage and promote amateur games and exercises.
- To provide a meeting place for the consideration and discussion of questions affecting the interests of the community.
- To carry on a literary and debating club for the discussion of topics of general interest, and to encourage the practice of public speaking among its members.
- To procure the delivery of lectures on social, education, political, economic and other subjects, and to give and arrange musical and dramatic entertainments.
- To establish and maintain a library and reading room.
- To provide all necessary equipment and furniture for carrying on its various objects.
- To provide a centre and suitable meeting place for the various activities of the community.
- Generally to encourage and foster and develop among its members a recognition of the importance of agriculture in the national life.
- To sell, manage, lease, mortgage, dispose of, or otherwise deal with the property of the society.

Additional Objects:

To provide an environment for ringette players to play, compete and develop at a competitive level

To work cooperatively with Ringette Calgary, Ringette Alberta and Ringette Canada in furthering the development of ringette.

Dated Aug 21, 2014

Signature: <u>[Signature]</u>	Address: (including postal code) <u>116 WINDING RIVER WISE</u>
Print Name: <u>Christy HART</u>	<u>CALGARY, AB T3Z3T5</u>
Signature: <u>[Signature]</u>	Address: (including postal code) <u>46 Hamptons Horth</u>
Print Name: <u>DELWYN ROBOSTAN</u>	<u>CALGARY, ALTA T3A 5E7</u>
Signature: <u>Kathie Lewis Welsh</u>	Address: (including postal code) <u>364 Sienna Park Dr. SW</u>
Print Name: <u>Kathie Lewis Welsh</u>	<u>Calgary, AB T3H 3K3</u>
Signature: <u>[Signature]</u>	Address: (including postal code) <u>20 Deercross Way SE.</u>
Print Name: <u>Karen MURRAY</u>	<u>Calgary AB T2J 6E3.</u>
Signature: <u>[Signature]</u>	Address: (including postal code) <u>77 Grafton Dr SW</u>
Print Name: <u>Kim Yong</u>	<u>Calgary AB T3E 4W1</u>
WITNESS Signature: <u>[Signature]</u>	Address: (including postal code) <u>19 Springbank View S.W</u>
<u>Patricia Yelle</u>	<u>Calgary, AB T3H 4J5</u>

This information is being collected for the purposes of corporate registry records in accordance with the Societies Act. Questions about the collection of this information can be directed to the Freedom of Information and Protection of Privacy Coordinator for the Alberta Government, Box 3140, Edmonton, Alberta T5J 2G7, (780) 427-7013.

DR
OCT 01 2014
MHBEMHATE REGISTRY

Notice of Address for Societies or
Notice of Change of Address for Societies

(Section 24(2))

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Corporate Access Number: <u>501861 2563</u>	
Name of Society: <u>AA RINGETTE CALGARY FOUNDATION (2013)</u>	
Address of Registered Office (Street Address): <u>2815C 12TH STREET N.E., CALGARY</u>	Postal Code <u>T2E 7J2</u>

OR

Legal Land Description	<div style="border: 2px solid black; padding: 5px; text-align: center;"> <p>FILED 104</p> <p>NOV 17 2014</p> <p>Registrar of Corporations Province of Alberta</p> </div>
Address for Service by Mail, if different from Address of Register Office: (Post Office Box)	

I, Kathie Lewis Welsh, certify that the information I have provided is true and correct to the best of my knowledge and that I am authorized to file this form on behalf of the Society.

(Authorized Representative)

Dated this 23rd day of September, 2014

403-701 4910
Telephone Number:

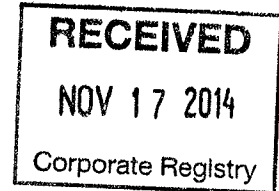
Incorporator
Relationship to Society:

Kathie Lewis Welsh
Name of Authorized Representative (print name):

Kathie Welsh
Signature

CONSENT AND UNDERTAKING

TO: The Registrar of Corporations
For the Province of Alberta



The AA Ringette Calgary Foundation, a body non-profit corporate incorporated pursuant to the laws of the Province of Alberta, hereby consents to the use of the name, "AA Ringette Calgary Foundation (2013)", as society's name for a proposed society.

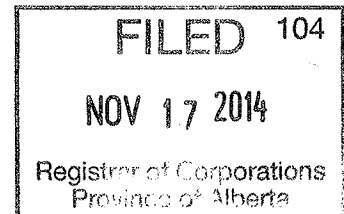
The AA Ringette Calgary Foundation further undertakes to change its name within six (6) months of the issuance of a Certificate of Incorporation of AA Ringette Calgary Foundation (2013).

IN WITNESS WHEREOF, the duly-authorized representative, Patricia E. Yelle, of The AA Ringette Calgary Foundation has hereunto affixed her signature in this behalf, this effective this 12 day of November, 2014.

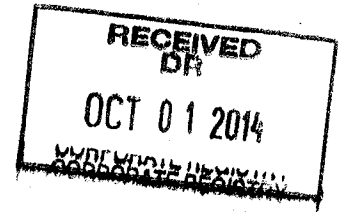
THE AA RINGETTE CALGARY FOUNDATION

Per: _____

A handwritten signature in cursive script, appearing to read "Pat Yelle", written over a horizontal line.



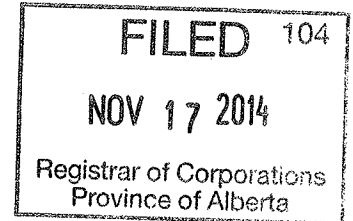
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AA Ringette Calgary Foundation (2013)

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AA Ringette Calgary Foundation (2013)

BY-LAWS

1.0 INTERPRETATION

1.01 Defined Terms

Unless the context otherwise requires:

- (a) "Act" means the *Societies Act*, R.S.A. 2000, c. S-14 and the regulations made thereunder, as amended from time to time and in the case of such amendment any reference in the By-Laws shall be read as referring to the amended provision;
- (b) "AA Committee" means, collectively, the Board and the Committee at Large;
- (c) "ARCF" or "Foundation" means AA Ringette Calgary Foundation (2013) a society incorporated under the *Societies Act* of the Province of Alberta;
- (d) "Board" means the Board of Directors of ARCF;
- (e) "By-Laws" means the by-laws of ARCF;
- (f) "Committee at Large" means the members of the AA Committee that are not members of the Board;
- (g) "Member(s)" means voting and non-voting members of ARCF ;
- (h) "Officer" refers to any of the President, Vice-Presidents, Secretary, and Treasurer of the Foundation;
- (i) "Objects" means the objects of ARCF;
- (j) "Ordinary Resolution" means a resolution that must be passed by a vote of more than fifty percent (50%) of a quorum of the voting Members or Directors, as the case may be. Unless otherwise indicated, all resolutions of the Members or Directors are deemed to be Ordinary Resolutions;
- (k) "Secretary" means the Secretary of ARCF elected by the Board pursuant to By-Law 9.01;
- (l) "Special Resolution" means a Resolution that must be passed by a vote of not less than seventy-five (75%) percent of the voting Members at a general meeting; and
- (m) "Quorum" means the number of voting Members as set out in By-law 4.06.

1.02 Number, Gender and Description

Words importing the singular number or the masculine gender shall include the plural number or the feminine gender and *vice versa*. Descriptive words forming part of these By-Laws which are not defined herein shall have the meaning, if any, ascribed to them pursuant to the provisions of the Act.

1.03 Headings

The headings used in the By-Laws are inserted for reference purposes only and are not to be considered or taken into account in construing the terms or provisions thereof or to be deemed in any way to clarify, modify or explain the effect of any such terms or provisions.

2.0 OFFICES AND SEAL

2.01 Offices

The Foundation shall at all times have a registered office, a records office and a mailing address for service within Alberta. Subject to the Act, the Board may at any time change any of these offices.

2.02 Seal

ARCF does not have a corporate seal.

3.0 MEMBERSHIP

3.01 General

The Members shall be the original subscribers to the application for incorporation of the Foundation and such other persons as are described as Members under By-Law 3.02.

3.02 Categories of Membership

(a) Non-voting Membership

Any player over 18 and the guardian of any player under 18 on a team operated by ARCF and any individual over 18 who is appointed to act as a representative of any ARCF team are members of ARCF from the time the individual begins to participate as a player, parent or team representative until the date of the next season's annual meeting;

(b) Affiliate Membership

ARCF accepts any individual over 18 sitting on any committees operated by ARCF as non-voting members for the period they sit on that committee;

(c) Special Membership

ARCF accepts any individual as a non-voting Member who receives membership as a result of a resolution passed by the AA Committee for the period stated in the resolution

(d) Voting Membership

Each team operated by ARCF shall nominate three persons to be voting Members of the ARCF AA Committee and to vote on behalf of their team. Voting Members also include all members of the Board of Directors except for the Past President who is a non-voting Member. The President of the Board is a voting Member but during meetings of the AA Committee will only vote in case of a tie. During meetings of the Board alone, the President may vote on any motions. If a member of the Board is also a team representative they may cast only one vote. The AA Committee may also accept any person over 18 as a voting Member by a majority vote.

3.03 Termination of Membership

A person shall cease to be a Member:

- (a) by delivering his resignation in writing to the Secretary or by mailing or delivering his resignation to the mailing address of ARCF;**

- (b) by no longer meeting the membership requirements in Clause 3.02;
- (c) on being removed by a special resolution of the Committee; or
- (d) on his death.

Any resolution for removal shall be delivered to the Member who is the subject of the resolution and accompanied by a brief statement of the reason or reasons for the proposed removal. The Member shall then be given an opportunity to be heard at a Board meeting before the resolution for removal is put to a vote. Any appeal of the removal of membership shall follow the appeal process in the Policies and Procedures of ARCF.

4.0 MEETINGS OF MEMBERS

4.01 Annual General Meeting

The Annual General Meeting of Members shall be held at a place within Alberta and on a date and at a time determined by the Board. The Board shall present to that meeting an annual report, including a financial statement setting out the income, disbursements, assets and liabilities for the last fiscal period certified by the Foundation's auditor.

The first Annual General Meeting shall be held within ten months from the date on which the Foundation is entitled to commence business and, thereafter, an Annual General Meeting shall be held once in every calendar year but not more than fourteen (14) months after the holding of the last proceeding Annual General Meeting. In default of the meeting being held, the meeting shall be held in the month next following that in which the anniversary of the Foundation's becoming entitled to commence business occurs and may be convened by any two (2) members of the Board of Directors in the same manner, as nearly as possible, as that in which meetings are to be convened by the Board of Directors or AA Committee.

4.02 Special Meetings

The President of the Board may at any time call a Special Meeting of voting and/or other Members to be held on such day and at such time and at such place within Alberta as the Board may determine. A Special Meeting of Members is any meeting of Members other than an Annual General Meeting of Voting Members.

4.03 Meeting on Requisition of Members

Voting Members representing no less than fifty percent (50%) of the voting membership of ARCF may requisition the Board to call a Special Meeting. The requisition shall state the business to be transacted at the meeting and shall be sent to each Director and to the registered office of ARCF. If the Board does not call a meeting within 14 days after receiving the requisition, any Member who signed the requisition may call the meeting.

4.04 Notice

Notice of the day, hour and place of any Annual General Meeting or Special Meeting of Members shall be sent to each voting or non-voting Member as may be applicable, not less than seven (7) business days prior to the date of the meeting for the Annual General Meeting or Special Meeting of Members. Notice may be sent by mail, fax, email or by being posted on the ARCF website. The notice shall describe any special business to come before the meeting. Special business is any business other than the approval of minutes, the receipt and approval of financial reports, the election of Directors and the appointment of auditors.

The auditor of ARCF is entitled to receive notice of every meeting of Members and to attend and be heard at every such meeting on matters relating to his duties as auditor.

4.05 Omission of Notice

The accidental omission to give notice of any meeting to Members or the non-receipt of any notice by any person shall not invalidate any resolution passed or any proceeding taken at any such meeting. Attendance of a Member or any other person entitled to attend at a meeting of Members is a waiver of notice of the meeting, except when the Member attends a meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called.

4.06 Quorum

A quorum for the transaction of business at any meeting of Members shall be a simple majority of the voting Members. If a quorum is present at the opening of a meeting of Members, the Members may proceed with the business of the meeting notwithstanding that a quorum is not present throughout the meeting.

4.07 Chair of the Meeting

The President shall chair all meetings of Members. In the absence of the President, the President will delegate another member of the Board of Directors to chair the meeting of Members. If no Director is present or if all Directors present decline to take the chair, then the Members present shall elect one of their number to be the chair of the meeting.

4.08 Votes

Each voting Member of ARCF shall be entitled to one (1) vote, which must be cast in person at a meeting of Members. The chair of the meeting may ask for a show of hands or may permit voting by written ballot. Questions arising at any meeting of Members shall be decided by a majority of votes, unless the Members are voting on a Special Resolution. In the case of an equality of votes, the President will vote and break the tie or if the President is not present, the chair of the meeting will vote to break the tie.

A member or any other person entitled to attend a meeting of Members may participate in and, if a voting Member, may vote at the meeting by means of telephone or other communication facilities that permit all persons participating in the meeting to hear each other; and a person participating in such a meeting by those means is deemed to be present at the meeting.

4.09 Adjournment

The chair of the meeting may, with the consent of the meeting, adjourn any meeting of Members to a fixed time and place; and it is not necessary to give notice of the adjourned meeting other than by announcement at the time of the adjournment. If a meeting of Members is adjourned by one or more adjournments for an aggregate of 60 days or more, notice of the adjourned meeting shall be given as for the original meeting.

If there is no quorum present at the adjourned meeting, the original meeting shall be deemed to have terminated forthwith after its adjournment. Any business may be brought before or dealt with at any adjourned meeting which might have been brought before or dealt with at the original meeting.

4.10 Resolution in Lieu of Meeting

A resolution in writing signed by all Members is as valid as if it had been passed at a meeting of the Members.

5.0 THE AA COMMITTEE

5.01 General

The Foundation shall be managed by two bodies being the Board of Directors and the Committee at Large. Together they comprise the AA Committee. The Board of Directors are the elected Executive Officers for the Foundation and the Committee at Large is comprised of three members nominated by each AA team as their voting representatives and any other members eligible to vote.

The Board of Directors is responsible for the day to day decisions regarding the operation of the Foundation and reports back to the AA Committee concerning their decisions. The AA Committee is responsible for major decisions by the Foundation that are philosophical, financial or strategic in nature. The AA Committee may exercise all such powers and do all such acts and things in furtherance of the Foundations Objects unless expressly prohibited by statute, the Act, the By-Laws or any resolution of ARCF.

Every member of the AA Committee in exercising his powers and discharging his duties shall:

- (a) act honestly and in good faith with a view to the best interests and Objects of the Foundation; and
- (b) exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.

5.02 Election of the Board of Directors

Directors shall be elected by majority vote of the voting Members present at the Annual General Meeting or a special Meeting of voting Members called for the purpose of electing Directors. A person must be a Member in order to serve as a Director. Directors serve from the time of that Annual General Meeting to the next Annual General Meeting or a special Meeting called for the purpose of electing Directors.

The number of Directors shall be not less than four persons and not more than nine persons.

5.03 Vacancies

A majority of the AA Committee may, at any AA Committee Meeting, vote to fill a vacancy among the Directors. If, for any reason, the Board consists of less than the minimum number of Directors, the Directors then in office shall forthwith call a Special Meeting of the Committee to fill at least that number of vacancies required to achieve the minimum number of Directors. If there are no Directors then in office, the Special Meeting may be called by any Member.

A Director appointed or elected to fill a vacancy holds office for the unexpired term of his predecessor.

5.05 Removal

The AA Committee may by Special Resolution remove any Director from office before the expiration of his term of office. The Committee may then, by Ordinary Resolution, elect any person in the removed Director's stead for the remainder of his term.

5.06 The Committee at Large

The Committee at Large is comprised of three appointed representatives from each AA team each season and any other members accepted as a voting member by vote by the AA Committee. These

individuals hold their position on the Committee from the time of the Annual General meeting for that ringette season until the Annual General Meeting for the next Ringette season. The Committee at Large combined with the elected Board of Directors comprises the AA Committee.

6.0 MEETINGS OF THE BOARD OF DIRECTORS AND THE AA COMMITTEE

6.01 General

Meetings of Directors and of the AA Committee may be held at any place and time. A meeting of Directors may be convened by any Officer.

6.02 Notice

Notice of the time and place for the holding of any meeting of Directors or the AA Committee shall be given to each Director and member of the AA Committee not less than seven (7) business days before the date of the meeting by telephone, mail, fax, email, or by notice on the Foundation website or in person.

The meetings of Directors may be held at any time without notice if all the Directors are present, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called or if all the absent Directors have waived notice in writing.

For the first meeting of Directors to be held following the election of Directors at an Annual or Special Meeting of the Members or for a meeting of Directors at which a Director is appointed to fill a vacancy in the Board, no notice of such meeting need be given to the newly-elected or appointed Directors in order for the meeting to be duly constituted, provided a majority of the Directors is present.

6.03 Omission of Notice

The accidental omission to give notice of any meeting of Directors or the AA Committee or the non-receipt of any notice by any person shall not invalidate any resolution passed or any proceeding taken at such meeting.

6.04 Quorum and Voting for meetings of Directors

A majority of the Directors in office constitutes a quorum at any meeting of Directors and, notwithstanding any vacancy among the Directors, a quorum of Directors may exercise all the powers of the Board. The Directors shall not transact business at a Board meeting unless a quorum is present. Questions arising at any meeting of Directors shall be decided by a majority of votes, unless the Directors are voting on a Special Resolution. In the case of an equality of votes, the chair of the meeting in addition to his original vote shall have a second or casting vote.

6.05 Quorum and Voting for meetings of the AA Committee

A majority of the members of the AA Committee constitutes a quorum at any meeting of the AA Committee. The AA Committee shall not transact business unless a quorum is present. Questions arising at any meeting of the AA Committee shall be decided by a majority of votes, unless the AA Committee is voting on a Special Resolution. In the case of an equality of votes, the chair of the meeting in addition to his original vote shall have a second or casting vote.

6.06 Chair of the Meeting

The President shall chair all Board and AA Committee meetings. In the absence of the President, the President will delegate the chair of the meeting to another member of the Board of Directors.

6.07 Telephone Participation

A member of the AA Committee may participate in a meeting of Directors or the AA Committee or of any sub-committee of the AA Committee by means of telephone or other telecommunication or technology that permits all persons participating in the meeting to hear each other. The member participating in a meeting by those means is deemed for the purposes of the Act to be present at that meeting.

6.08 Adjournment

The chair of the meeting may, with the consent of the meeting, adjourn any meeting to a fixed time and place; and it is not necessary to give notice of the adjourned meeting other than by announcement at the time of the adjournment.

If there is no quorum present at the adjourned meeting, the original meeting shall be deemed to have terminated forthwith after its adjournment. Any business may be brought before or dealt with at any adjourned meeting which might have been brought before or dealt with at the original meeting.

6.09 Resolution in Writing

A resolution in writing signed by all Directors is as valid as if it had been passed at a meeting of the Board.

6.10 Voting by E-mail or by other Technology

When determined to be necessary by the Board, voting may be conducted by e-mail or by other technology approved by the Board as long as the motion to be approved is sent to all AA Committee members. The results of such a vote is as valid as if passed at a meeting of the AA Committee in person.

7.0 COMMITTEES

The Board and the AA Committee may from time to time appoint sub-committees of members with such powers, duties and responsibilities as are delegated, except that no such committee shall have the authority to:

- (a) submit to the Members of ARCF any question or matter requiring the approval of the Members;
- (b) fill a vacancy among the Directors or in the office of auditor; and
- (c) approve any financial statements to be placed before the Members.

8.0 REMUNERATION**8.01 Remuneration**

No person shall be entitled to any remuneration by reason of being a Member or Director of ARCF. Members may, however, be reimbursed their reasonable out-of-pocket expenses incurred on behalf of the Foundation.

8.02 Borrowing

The Board may not borrow money or charge, hypothecate, mortgage or pledge, any of all of the real or personal property of the Society to secure any liability of the Society.

9.0 OFFICERS

9.01 General

Annually or as often as may be required, the Directors may from time to time appoint such other, employees and agents as they shall deem necessary and who shall have such authority and shall perform such functions and duties as may be prescribed by resolution of the AA Committee. Subject to the provisions of the Act, the Directors may also modify the duties and powers of any officer.

9.02 Removal of Officers from Office

An officer of ARCF ceases to hold office when his successor is elected or when he ceases to be a member of ARCF, resigns, dies or is removed from office. All employees and agents, in the absence of agreement to the contrary, shall be subject to removal by Ordinary Resolution of the AA Committee at any time, with or without cause.

9.03 Vacancies

If the office of President, Vice-Presidents, Secretary, or Treasurer becomes vacant, then the Directors shall, in the case of the President and Secretary, and may, in the case of any other officers, temporarily appoint an individual to fill such vacancy until the office is filled by election by the AA Committee.

9.04 President

The President shall sign such contracts, documents or instruments in writing as require his signature and shall have such other powers and shall perform such other duties as may from time to time be assigned to him by resolution of the Directors or AA Committee or as are incident to his office. The President is elected by the voting members.

9.05 Vice-Presidents

There shall be three positions on the Board for Vice-Presidents being League Vice-President, Finance Vice-President and Vice-President of Operations, in whom shall be vested all the powers and who shall perform all the duties of the President in her or his absence or such other duties as may be delegated by the President from time to time. Vice-Presidents are elected by the voting Members.

The Vice-Presidents shall be vested with all the powers and shall perform all the duties of the President in his absence or inability or refusal to act. The Vice-Presidents shall sign such contracts, documents or instruments in writing as require his signature and shall also have such other powers and shall perform such other duties as may from time to time be assigned to him by resolution of the Directors or the AA Committee as are incident to his office.

9.06 Secretary

The Secretary shall give or cause to be given notices for the Annual General Meeting, all meetings of Directors, the AA Committee and Members of ARCF. It shall be the duty of the Secretary to attend all meetings of Directors, AA Committee and Members and to keep accurate minutes thereof or to designate another member of the Board to perform those functions. The Secretary shall maintain the minute books of the Foundation and shall ensure that the minutes of all meetings of Directors, the AA Committee and Members are properly kept therein. The Secretary is responsible for maintaining the membership registry. The Secretary shall sign such contracts, documents or instruments in writing as require his signature and shall have such other powers and shall perform such other duties as may from time to time be assigned to him by resolution of the Directors or the AA Committee or as are incident to his office.

9.07 Treasurer

The Treasurer shall have the care and custody of all the funds and securities of ARCF and shall deposit the same in the name of the Foundation in such banks or with such other financial institutions as the Directors may by resolution direct. The Treasurer shall prepare and maintain adequate accounting records. He shall sign such contracts, documents or instruments in writing as require his signature and shall have such other powers and shall perform such other duties as may from time to time be assigned to him by resolution of the Directors or the AA Committee as are incident to his office.

10.0 LIABILITY AND INDEMNIFICATION OF DIRECTORS AND OFFICERS

10.1 General

Neither the Directors, the Officers nor the AA Committee shall be liable for any obligations of the Foundation.

10.2 Indemnity of Directors and Others

Except in respect of an action by or on behalf of the Foundation to procure a judgment in its favour, ARCF shall indemnify and save harmless all Directors, former Directors, Officers, members of the AA Committee or persons who act or acted at ARCF's request and the heirs and legal representatives of all such persons, against all costs, charges, expenses and damages, including any amount paid to settle an action or satisfy a judgment, reasonably incurred by him in respect of any civil, criminal or administrative action or proceeding to which he is made a party by reason of his work or involvement with the Foundation if:

- (a) he acted honestly and in good faith with a view to the best interests and Objects of ARCF; and
- (b) in the case of a criminal or administrative action or proceeding that is enforced by a monetary penalty, he had reasonable grounds for believing that his conduct was lawful.

10.3 Liability Insurance

The Foundation shall purchase and maintain liability insurance or such other insurance for the benefit of the Directors, Officers, the AA Committee and its staff and volunteers, as the Board shall from time to time consider appropriate. Insurance maintained through membership in Ringette Alberta may be deemed by the Board of Directors to satisfy this requirement depending on the circumstances.

11.0 AUDITORS

11.01 General

The Auditor shall be appointed at the Annual General Meeting of Members. The financial statements of the Foundation shall be audited once a year by the appointed Auditor.

11.02 Inspection of Records

The books and records of ARCF may be inspected by the Auditor or by any Director or Member of ARCF at any time upon giving reasonable notice and arranging a time satisfactory to the Officer or Officers having charge of the same.

12.0 CONTRACTS

12.01 General

Contracts, documents or instruments in writing requiring the signature of ARCF may be signed by any two Officers. All contracts, documents or instruments in writing signed in either fashion shall be binding upon ARCF without any further authorization or formality. The Directors are authorized from time to time, by resolution, to appoint any Officer or Officers or any other person or persons on behalf of ARCF either to sign contracts, documents or instruments in writing.

12.02 Real Estate Contracts, Documents or Instruments

Notwithstanding the provisions of By-Law 12.01, contracts, documents or instruments in writing which concern the purchase, sale, conveyance, pledge or lease of real property shall require the signatures of two Officers, one of which must be the VP Finance or Treasurer.

13.0 AMENDMENTS TO BY-LAWS AND OBJECTS

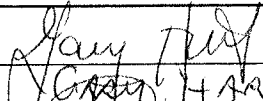
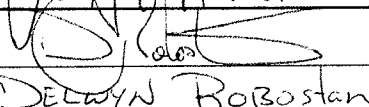
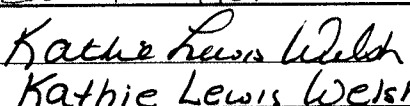
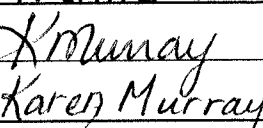
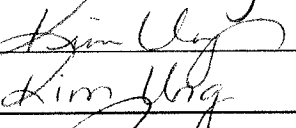
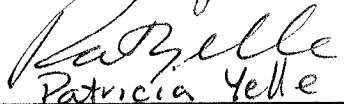
No amendment of or addition to the By-Laws or Objects of the Foundation shall be made except by a Special Resolution as required by the Act.

14.0 DISTRIBUTION OF PROPERTY

Upon the winding up or dissolution of the Foundation by Special Resolution of the voting Members at a meeting of the Members called by the Board especially for that purpose, all the property of the Foundation, real or personal, including any proceeds from Alberta Gaming and Liquor Commission licensed casinos or other gaming proceeds, after provision for any debts or obligations of the Foundation, shall be transferred to any successors to ARCF, provided that any such transferee shall be a non-profit company or society. If ARCF no longer exists and if there are no successors to ARCF, then all such property shall be transferred to other registered charities or non-profit companies or societies as the voting Members shall see fit or as determined by a Special Resolution of the voting Members at a meeting called by the Board especially for that purpose. Failing an agreement of the Members in that regard, the determination respecting disposition of the Foundation's assets shall be made by a judge of the Court of Queen's Bench of Alberta.

[SIGNATURE PAGE FOLLOWS]

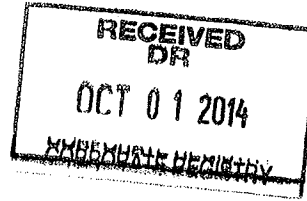
Dated Aug 21, 2014.

Signature:  Print Name: <u>GARY HART</u>	Address: (including postal code) <u>116 WINDING RIVER RISE CALGARY, AB T2Z3T5</u>
Signature:  Print Name: <u>SELWYN ROBOSTAN</u>	Address: (including postal code) <u>46 HAMPTONS HEATH CALGARY, ALTA T3A5E7</u>
Signature:  Print Name: <u>Kathie Lewis Welsh</u>	Address: (including postal code) <u>364 Sienna Park Dr SW CALGARY, AB T3H3K3</u>
Signature:  Print Name: <u>Karen Murray</u>	Address: (including postal code) <u>20 Deercross Way SE. CALGARY AB T2J6E3</u>
Signature:  Print Name: <u>Kim Urig</u>	Address: (including postal code) <u>77 Grafton Dr SW CALGARY AB T3E4W1</u>
WITNESS Signature:  <u>Patricia Yelle</u>	Address: (including postal code) <u>19 Springbank View S.W. CALGARY, AB T3H4J5</u>

This information is being collected for the purposes of corporate registry records in accordance with the Societies Act. Questions about the collection of this information can be directed to Alberta Municipal Affairs, Communications, 18th Flr., Commerce Park, Edmonton, Alberta T5J 4L4, 427-2732 (Outside of Edmonton, call 310-0000 to be connected toll free).

Accu-Search Inc.

CORPORATE AND SEARCH SERVICES



September 18, 2014

MILES DAVIDSON LLP
900, 517 – 10TH AVENUE SW
CALGARY, AB
T2R 0A8

ATTENTION: SELMA

Re: **PROPOSED ALBERTA SOCIETY
AA RINGETTE CALGARY FOUNDATION (2013)**

Further to your request, we have reserved the above noted name for your use. This reservation expires on Dec 17, 2014.

Please note our searches are current as of the dates appearing on the bottom of page 7 on the attached report. We ask you to read the disclaimer on page 7. We also bring to your attention the trademarks and trademark applications appearing on pages 5 and 6, for your consideration.

We have conducted a review of the attached report and in light of the Societies Act and Regulations believe your proposed name is:

- In our opinion, the name you have proposed is confusingly similar to the name highlighted on the attached NUANS report. We recommend you obtain consent & undertaking whereby the corporation consents in writing and undertakes to change its name OR dissolve within 6 months.

Corporate Registry will review the attached report to determine the availability of the name and any consent(s) which may be required. Therefore, it is recommended the name not be used in any way until Corporate Registry has issued its certificate.

You should be aware that our review is not a guarantee of compliance with the regulations, or that you will be able to use the name if it turns out to be confusingly similar to other trademarks or trade names, registered, or unregistered.

The determination of whether the name meets the regulations or is not confusingly similar to other trademarks, corporate or trade names is a subjective one and you, the customer, must make the final determination. All NUANS reports in Canada are prepared by Hewlett-Packard (Canada) Co., and Accu-Search has no control over and cannot warrant the accuracy or comprehensiveness of NUANS reports.

Yours truly,
Julia Aquila

ACCU-SEARCH INC.

Enc.

Reply to:
**CALGARY
OFFICE**

CALGARY
306-2912 Memorial Drive S.E.
Calgary, AB T2A 6R1
Tel: (403) 265-2877
Fax: (403) 265-5244
Toll Free:
Tel: 1-888-811-9899
Fax: 1-877-660-5244

*Accounting Inquiries
Should be Directed to
Edmonton Office*

EDMONTON
320-10205 101 St.
Edm. City Centre East
Edmonton, AB T5J 4H5
Tel: (780) 424-2340
Fax: (780) 421-1280
Toll Free:
Tel: 1-800-272-5685
Fax: 1-800-421-1297



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COMPANY NAME / NOM DE L'ENTREPRISE	JUR. NO. DATE CITY / VILLE	EP TYPE	STATUS / STATUT	STAT. DATE / DATE EFF.
BUS. / ACT.				
AA RINGETTE CALGARY FOUNDATION (2013)	AB 113391816 2014Se18		Prop.ACCUCA	
THE AA RINGETTE CALGARY FOUNDATION	AB 0517660718 1998Ja15 CALGARY	NP_PrvtCo	Active	2009Ma07
AA & ME LAUNDRY & DRY CLEANING SERVICES	AB TN10363943 2003Mr13	TradeName	Active	
CENTRAL ALBERTA AA RINGETTE CLUB	AB 5015554370 2010Au26 RED DEER	Society	Active	
AA & CC CLEANING SERVICES LTD	AB 112162913 2014Ma01		Prop.SENTREG	
ZONE 5 AA RINGETTE CLUB	AB 5010611399 2003Au11 SHERWOOD PARK	Society	Active	
THE CALGARY FOUNDATION	AB 0562041830 1955Al06 CALGARY	PrvtActNP	Active	1981De02
RINGETTE CALGARY ASSOCIATION	AB 0502028871 1978No23 CALGARY	Society	Active	1989Se29
THE READING FOUNDATION (CALGARY) INC	AB 0204819379 1991Ja24 CALGARY	Bus_Corp	Active	1991Au02
CALGARY FOUNDATION FOR SWIMMING EXCELLENCE	AB 5012130570 2005De19 CALGARY	Society	Active	2013Ma15
CALGARY RINGETTE ACADEMY	AB OPT6518864 1995Al26	Ptnrshp	Active	
A & A CONTRACTING CALGARY	AB TN16982837 2012Au31	TradeName	Active	
CALGARY RINGETTE ASSOCIATION	AB 0502028871 1978No23	Society	Historic	1989Se29
CALGARY FOUNDERS HISTORICAL SOCIETY	AB 5016723958 2012Mr30 CALGARY	Society	Active	
AA 1 CONSTRUCTION LTD	AB 112350371 2014Ma22		Prop.CHPLATE	
CALGARY ACADEMY FOR TANBRIDGE COLLEGIATE FOUNDATION	AB 5116233197 2011Au11 CALGARY	NP_PrvtCo	Active	
CALGARY HOME BUILDERS FOUNDATION	AB 0513574350 1986De17 CALGARY	NP_PrvtCo	Active	2005Se06

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JUR. NO. DATE CITY / VILLE	BUS. / ACT.						
CALGARY UNITARIAN COMMUNITY FOUNDATION					Society	Active	
AB 0509351243		2001Ma17	CALGARY				
CANADIAN BURN FOUNDATION (1998) INC				CD	EP_N Prft	Active	2012Ma28
AB 0539676940		2002Ja03	EDMONTON				
AA CLEANING & MAINTENANCE SERVICES LTD						Prop.THORNE	
AB 112205379		2014Ma06					
CENTRAL ALBERTA RINGETTE ASSOCIATION					Society	Active	2009Fe13
AB 0504860313		1991Al19	LACOMBE				
CAL BOMBAY FOUNDATION					NPCorpAct	Active	
CD 0008549206		2013Se05	BRANTFORD				
RINGETTE RETREAT					TradeName	Active	
AB TN14426753		2008De15					
OLA AA INC						Prop.RGUNLIM	
AB 112326970		2014Ma20					
FOUNDATION CAL BOMBAY					NPCorpAct	Active	
CD 0008549206		2013Se05	BRANTFORD				
RINGETTE RETREAT					Ptnrshp	Active	
AB OPT6518807		1995Al26					
FOUNDATION CAPITAL CORPORATION					Bus_Corp	Start	2014Au02
AB 2011768179		2005Jn15	LETHBRIDGE				
THE CALGARY ITALIAN-CANADIAN FOUNDATION					Society	Active	2014Au14
AB 5011731402		2005Ma05	CALGARY				
A & A HOME DESIGN CENTER						Prop.CANADA	
CD 112111892		2014Al25					
AA MAGIC TOUCH CLEANING SERVICES					TradeName	Active	
AB TN10634186		2003Au27					
CALGARY OPEN RINGETTE ASSOCIATION					Society	Active	
AB 5015683195		2010No01	CALGARY				
THE DOMINICA DEVELOPMENT FOUNDATION OF CANADA INC					CCA_Pt2	Active	
CD 0000145084		1979De28	MARKHAM				
CALGARY READING FOUNDATION SOCIETY					Society	Historic	1991Al12
AB 0504211418		1990Jl17					
LA FOUNDATION CANADIENNE POUR LE DEVELOPPEMENT DE LA DOMINIQUE INC					CCA_Pt2	Active	
CD 0000145084		1979De28	MARKHAM				

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COMPANY NAME / NOM DE L'ENTREPRISE				EP	TYPE	STATUS / STATUT	STAT. DATE / DATE EFF.
JUR. / NO. / BUS. / ACT.	DATE	CITY / VILLE					
A & A DIGITAL						Prop.CANADA	
CD 113282492	2014Se05						
AIRDRIE RINGETTE ASSOCIATION					Society	Active	
AB 0509404174	2001Jn18	AIRDRIE					
CANADIAN 4-H FOUNDATION					NPCorpAct	Active	2014Jl04
CD 0000346624		OTTAWA					
RINGETTE CENTRAL					Ptnrshp	Active	
AB PT14152912	2008Jl22						
CANADIAN 4-H FOUNDATION					NPCorpAct	Name_Chg	2014Jl04
CD 0000346624		OTTAWA					
RINGETTE ALBERTA ASSOCIATION					Society	Active	
AB 0500090428	1976Fe17	EDMONTON					
FOR THE LOVE OF THE GAME RINGETTE ACADEMY					TradeName	Active	
AB TN14573281	2009Mr11						
THE CARDINAL FOUNDATION					NPCorpAct	PdgDscntc	2013No20
CD 0004476581		WINNIPEG					
EMERGING ARTS FOUNDATION					CCA_Pt2	Active	
CD 0007543395	2010Ma11	VANCOUVER					
NONIMO A & A TECHNOLOGIES						Prop.MARQDOR	
CD 113054546	2014Au11						
CANADIAN ADVERTISING RESEARCH FOUNDATION					CCA_Pt2	Active	
CD 0000343480	1949Au22	TORONTO					
TORONTO A & A STAR LIMO						Prop.CANADA	
CD 113087229	2014Au14						
INTEGRITY FUNDING CAPITAL					TradeName	Active	
AB 0TN8221624	1999Mr11						
FOUNDATION CANADIENNE POUR LES BRULES (1998)				CD	EP_N Prft	Active	2012Ma28
AB 0539676940	2002Ja03	EDMONTON					
CANADIAN SOCIAL WORK FOUNDATION					NPCorpAct	Active	1983Au26
CD 0001551931		OTTAWA					
THE CARDINAL FOUNDATION					NPCorpAct	Name_Chg	2013No20
CD 0004476581		WINNIPEG					
A & A DRAPERIES					TradeName	Active	
AB 0CRY082518	1983No18						

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COMPANY NAME / NOM DE L'ENTREPRISE				EP	TYPE	STATUS / STATUT	STAT. DATE / DATE EFF.
JUR. / NO. / BUS. / ACT.	DATE	CITY / VILLE					
NORTHWEST CALGARY RINGETTE SOCIETY					Society	Active	
AB 0507694883	1998Ja08	CALGARY					
ADVANTAGE FOUNDATION REPAIR LTD					Bus_Corp	Active	
AB 2017736402	2013Se20	EDMONTON					
THE FOUNDATION CENTRE OF ADDINGTON HOUSE					NPCorpAct	Active	2014Se09
CD 0002705257		MONTREAL					
A & A MARINE INC						Prop.CENTAUR	
CD 113026812	2014Au07						
THE TARIJA FOUNDATION					NPCorpAct	Active	
CD 0008366420	2013Ja03	MIDDLETON					
EVENSTART FOR CHILDREN FOUNDATION OF CALGARY					NP_PrvtCo	Active	
AB 5113049570	2007Fe20	CALGARY					
THE FOUNDATION CENTRE OF ADDINGTON HOUSE					NPCorpAct	Name_Chg	2014Se09
CD 0002705257		MONTREAL					
LE CENTRE DE FONDATION DE MAISON ADDINGTON					NPCorpAct	Active	2014Se09
CD 0002705257		MONTREAL					
LE CENTRE DE FONDATION DE MAISON ADDINGTON					NPCorpAct	Name_Chg	2014Se09
CD 0002705257		MONTREAL					
CALGARY HITMEN FOUNDATION					Society	Active	2012De05
AB 0506533298	1995Al20	CALGARY					
C.C.R.P. FOUNDATION					CCA_Pt2	Active	
CD 0000039250	1979Se07	MONTREAL					
ALBERTA CARTRIDGE & RIBBON					TradeName	Active	
AB TN10702587	2003Oc06						
FOUNDATION CC 2806 RMR					CCA_Pt2	Active	
CD 0002701910	1991Mr19	POINTE-CLAIRE					
RINGETTE CANADA					NPCorpAct	Active	1988De21
CD 0000861731		OTTAWA					
A & A DRAIN CLEANERS					Ptnrshp	Active	
AB 0CRY030956	1979Ma11						
CANADIAN CREDIT MANAGEMENT FOUNDATION					NPCorpAct	Active	1996No05
CD 0003310787		ETOBICOKE					
THE CALGARY INTERNET GOLF CLUB					TradeName	Active	
AB 0TN7344377	1997Al09						

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Trade-mark Report / Rapport des marques de commerce



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* This report does not constitute a Trade-mark reservation / Ce rapport ne constitue pas de réservation de marque de commerce

TRADE-MARK / MARQUE DE COMMERCE APP. NO. / NO. APP. GOODS / PRODUITS	REG. NO. / NO. ENR.	REG. DATE / DATE ENR.	STATUS / STATUT	OWNER / PROPRIÉTAIRE CLASSES
CALGARY FOUNDATION ; 1396661 TMA757268 2010Ja18 Instructional, educational materials namely books featuring instru>				THE CALGARY FOUNDATION 16,36,41,42.
CALGARY FOUNDATION 1434876 TMA784003 2010De02 Operation of charitable foundation providing grants to support org>				THE CALGARY FOUNDATION 36,41,42,45,
MAVA STYLE LOGO WITH STYLIZED M CONTAINI 1531301 TMA Aband40-3 Jewellery. (2) Printed and electronic publications, namely, books,>				ANTRANIK PARTAMIAN 09,14,16,21.
CARITAS FOUNDATION 1575172 TMA851302 2013Ma21 Promotional material associated with a charitable foundation, name>				COVENANT HEALTH 06,14,16,20.
ALL SWAG- CIRCLES & DESIGN; LETTER A & D 1621312 TMA Def-Srchd The trade-mark will be used in canada by the applicant in associat>				ANTHONY RICARDO RAMPER 25,35,41,43.
RINGETTE 0366730 TMA231955 1979Fe23 Providing a winter team sport for girls. (2) Providing a winter te>				THE ONTARIO RINGETTE A 41,
CARITAS HOSPITALS FOUNDATION 1021933 TMA577977 2003Mr24 Promotional material associated with a charitable foundation, name>				COVENANT HEALTH 06,14,16,20.
CANADIAN CRITICAL INCIDENT STRESS FOUNDA 1079372 TMA590084 2003Se17 Clothing, namely, shirts, sweatshirts, t-shirts, golf shirts, tank>				CANADIAN CRITICAL INCI 25,35,36,37.
CHILDHOOD CANCER FOUNDATION CANDLELIGHTE 1223125 TMA669154 2006Au02 Newsletters, brochures, and booklets dealing with information abou>				THE CANDLELIGHTERS CHI 16,38.
AMERICAN APPAREL ; 1258928 TMA684470 2007Mr23 Clothing, namely, dresses, t-shirts, tank tops, tops, shirts, jack>				AMERICAN APPAREL (USA) 18,25,35,36.
CANLAN ICE SPORTS RINGETTE ACADEMY ; 1332865 TMA717654 2008Jn27 Instructional, educational and teaching materials for sports, name>				CANLAN ICE SPORTS CORP 06,09,14,16.
CENTENNIAL INFANT AND CHILD CENTRE FOUN 1356100 TMA767196 2010Ma19 Charitable fund raising services. (2) Providing supervision, care,>				CENTENNIAL INFANT AND 36,41,44,
CHILDREN'S REHABILITATION FOUNDATION & L 1396265 TMA799499 2011Jn07 (A) pens, scratch pads, key chains, note pads. (2) (A) mugs, bever>				CHILDREN'S REHABILITAT 14,16,21,25.
CALGARY FOUNDATION 1396662 TMA756319 2010Ja04 Instructional, educational materials namely books featuring instru>				THE CALGARY FOUNDATION 16.
VITAE CARING FOUNDATION 1210266 TMA677543 2006No24 Video and audio recordings relating to pro-life activities and ser>				VITAE CARING FOUNDATIO 09,16,35,36.
CANCERCAREMANITOBA FOUNDATION ; 1298248 TMA694289 2007Au20 Operation of a non-profit organization dedicated to cancer awarene>				CANCERCARE MANITOBA FO 35,36,41,44,
CANTERBURY FOUNDATION ; 1313148 TMA Refused The operation, management and provision of residential housing for>				CANTERBURY FOUNDATION 35,36,37,41,

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TRADE-MARK / MARQUE DE COMMERCE APP. NO. / NO. APP. GOODS / PRODUITS	REG. NO. / NO. ENR.	REG. DATE / DATE. ENR.	STATUS / STATUT	OWNER / PROPRIÉTAIRE CLASSES
CALGARY STAMPEDE FOUNDATION 1370561 TMA730407 2008De09 Charitable foundation committed to supporting and developing youth>				CALGARY EXHIBITION & S 36,
CHARITIES AID FOUNDATION 1611860 TMA Video and audio tapes and discs, namely, video and audio tapes and>		Searched		CAF NOMINEES LIMITED 09,16,35,36.
COVENANT FOUNDATION 1682201 TMA Promotional material associated with a charitable foundation, name>		Formalizd		COVENANT HEALTH 06,14,16,20.
CANADIAN BREAST CANCER FOUNDATION ; 0732684 TMA436330 1994No25 T-shirts, sweatshirts, sweatpants, turtle necks, mugs, hats, letter>				CANADIAN BREAST CANCER 16,21,25,36.
LETHBRIDGE COMMUNITY FOUNDATION CARING F 1265641 TMA698667 2007Oc16 To accept gifts or bequests of property of every nature, maintaini>				THE LETHBRIDGE COMMUNI 36,
LUTHERAN FOUNDATION CANADA ; 1273668 TMA749137 2009Oc01 Charitable fund-raising services.				LUTHERAN CHURCH - CANA 36,
CANADIAN BREAST CANCER FOUNDATION & RIBB 1291451 TMA780997 2010Oc28 Charitable fundraising services; educational and public awareness >				CANADIAN BREAST CANCER 35,36,38,39,
AFCC ALZHEIMER'S FOUNDATION FOR CAREGIVI 1384763 TMA747660 2009Se15 Printed publication namely magazines, newsletters, periodicals and>				ALZHEIMER'S FOUNDATION 09,16,41,44.
PORTICUS NORTH AMERICA FOUNDATION - CANA 1410985 TMA809764 2011Oc21 Charitable fund raising; managing and monitoring charitable funds;>				ANTHOS AMSTERDAM CV 36,
INTERMEDIATE FOUNDATION 1411069 TMA753704 2009No23 Construction of civil engineering structures, namely, soil and sub>				GEOPIER FOUNDATION COM 37,42,
THE CARDINAL FOUNDATION ; 1418773 TMA757846 2010Ja26 Raising of funds for and expenditure of funds to charitable organi>				THE CARDINAL FOUNDATIO 36,
THE MARK CONSISTS OF WORDING 'AJM' AND S 1530325 TMA850239 2013Ma06 Hot tubs; bath tubs for sitz-baths; bathroom fixtures; bidets; wat>				GUANGDONG DAYE PORCELA 11,16,20,21.
COVENANT HEALTH FOUNDATION 1575580 TMA855506 2013Jl17 Promotional material associated with a charitable foundation, name>				COVENANT HEALTH 06,14,16,20.
ADVANCED ATHLETICS ; TRIANGLE AND DESIGN 1623211 TMA Athletic clothing featuring pants, shorts, short sleeve shirts and>		Def-Srchd		SHERMAN, MATTHEW 25,35,41,44.
ROCKY MOUNTAIN ELK FOUNDATION CANADA 0597518 TMA368877 1990Ma25 Educational activities, scientific research and fund raising to pr>				ROCKY MOUNTAIN ELK FOU 36,38,41,
CAROLE AND GEORGE FLETCHER FOUNDATION; 0885242 TMA537065 2000No14 Provision of an education scholarship program to engineering/appli>				CAROLE AND GEORGE FLET 36,
ARK ANGEL FOUNDATION ; 0911716 TMA Advertisd				ARK ANGEL FOUNDATION 01,02,03,04

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(a) There are no representations or warranties, expressed or implied, oral or written, in fact or by operation of law or otherwise, except as herein expressly stated. In no event shall HP be liable for any indirect, special or consequential damages for any reason whatsoever including any damages arising out of Customer's access to or use of services, data or reports provided under the Agreement between the Customer and HP, including responsibility or liability resulting from the inaccuracy and/or omissions of NUANS Reports or NUANS Database Pre-Searches.

(b) HP'S liability for direct damages resulting from HP'S negligence or breach of contract in the execution of services (including delivery of data and reports) under its Agreement with the Customer shall be limited to the total charge for the services giving rise to the loss or damage.

(c) Where a Customer is required to re-order a NUANS Report because the Customer did not receive the first report or because of a demonstrable omission or inaccuracy therein, HP'S sole liability in the case of non-receipt by Customer shall be to waive all charges with respect thereto, provided that in all such cases HP shall not be liable for any failure in the case of an Act of God, riots, insurrection, or any other event beyond HP'S direct control, and provided in all cases that the Customer provide HP with satisfactory evidence of one of the above-mentioned failures within fifteen (15) days of the alleged date of such failure.

(d) The Customer agrees to indemnify HP and to hold it harmless from any loss or liability to the Customer, or to any third parties for any injuries or damages not caused by HP'S negligence which result from the Customer's access to or use of any such report or data and operation of any machines in the control of HP, from the Customer's use of HP'S premises or premises which HP is authorized to use, or from any error or inaccuracy in the preparation and formulation of a request for a NUANS Report.

(e) The Customer acknowledges that HP is subject to certain time and other restrictions in compiling its data base for purposes of delivering a NUANS Report or a NUANS Database Pre-Search and the Customer shall so advise any third party to whom it disseminates such Report or Pre-Search. HP shall not be held liable by the Customer or by any third party for the failure of a NUANS Report or a NUANS Database Pre-Search to disclose any name with prior rights. HP expressly excludes all liability and damages resulting from the inaccuracy or incompleteness of, or omissions from, any NUANS Report.

CONDITIONS GÉNÉRALES

Définitions:

On entend par « client » une personne, une entreprise ou toute autre entité qui reçoit directement ou indirectement de HP un rapport NUANS en conformité avec une entente écrite avec HP, ou qui compte sur un tel rapport sans avoir conclu d'entente écrite avec HP.

Le terme « HP » fait toujours référence à Hewlett-Packard (Canada) Cie

(a) Sauf mention contraire dans le présent contrat, HP ne reconnaît aucune représentation ni garantie expresse ou implicite, verbale ou écrite, dans les faits ou par l'effet de la loi ou de toute autre disposition. HP ne peut en aucun cas être tenue responsable de dommages spéciaux, indirects ou accessoires, dont les dommages résultants de l'obtention ou de l'utilisation par le client des données, rapports ou services fournis en vertu des présentes, y compris toute responsabilité découlant d'inexactitudes ou d'omissions dans les rapports NUANS ou dans les rapports de recherche préliminaire NUANS.

(b) La responsabilité de HP pour tout dommage direct résultant de la négligence de HP ou de la violation du contrat dans l'exécution des services (y compris la fourniture de données et de rapports) en vertu des présentes sera limitée au montant total des frais exigés pour les services qui ont donné lieu à la perte ou au dommage.

(c) Si le client est obligé de redemander un rapport NUANS parce que HP a omis de produire le premier rapport selon ses obligations, la seule responsabilité de HP consistera à renoncer à tous les frais associés à cette demande, à condition que HP soit exemptée de toute responsabilité si le manquement est dû à un cas de force majeure, à des émeutes, à des insurrections ou à toute autre cause indépendante de la volonté de HP; par ailleurs, le client sera aussi tenu de fournir à HP des pièces justificatives satisfaisantes d'un tel manquement dans un délai de quinze (15) jours suivant la date prétendue de chaque manquement.

(d) Le client convient d'indemniser HP et de le dégager de toute responsabilité découlant d'une perte ou d'une obligation pour le client ou une tierce partie en raison de blessures ou de dommages qui ne résultent pas de la négligence de HP, mais plutôt du fait que le client a obtenu et utilisé le rapport ou les données et a fait fonctionner de l'équipement sous le contrôle de HP, qu'il a utilisé les locaux de HP ou des locaux que HP est autorisée à utiliser, ou qu'une erreur ou une inexactitude s'est glissée dans la préparation ou la formulation d'une demande de rapport NUANS.

(e) Le client reconnaît que HP est soumise à certaines restrictions liées au temps et à d'autres facteurs lorsqu'elle compile sa base de données en vue de produire un rapport NUANS ou un rapport de recherche préliminaire NUANS et il devra donc en prévenir toute tierce partie à qui il transmet le rapport NUANS ou le rapport de recherche préliminaire NUANS. HP ne peut être tenue responsable par le client ou toute tierce partie en cas d'omission de divulgation dans le rapport NUANS ou le rapport de recherche préliminaire NUANS de toute dénomination et remarque de commerce avec droit prioritaire. HP décline expressément toute responsabilité découlant d'inexactitudes ou d'omissions dans le rapport NUANS.

Abbreviation/Abréviation	English Term	Terme français	Abbreviation/Abréviation	English Term	Terme français
	Company Name	Nom de l'entreprise		Trade-mark	Marque de commerce
Jur.	Jurisdiction Code	Code de juridiction	App.No./No.app.	Application Number	Numéro d'application
No.	Company Number	Numéro de l'entreprise	Reg.No./No.enr.	Registration Number	Numéro d'enregistrement
Date	Incorporation Date	Date d'incorporation	Reg.Date/Date.enr	Registration Date	Date d'enregistrement
	City	Ville		Status	Statut
EP	Extra-Provincial Code	Code extra-provincial		Owner name	Propriétaire
Type	Company Type	Type de l'entreprise	Classes	Nice Class Codes	Codes des classes Nice
Status/Statut	Legal Status	Statut légal	Goods/Produits	Goods and Services	Produits et services
Stat Date/Date eff	Status Date	Date effective			
Bus./Act.	Line of Business	Secteur d'activité			

Latest NUANS update dates / Dernière mise à jour de NUANS

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