Certivo

Training Services Agreement

Company: Ready 4 Everything Training and Supplies Ltd.

Jurisdiction: Alberta, Canada

Date: October 2026

Version: 1.1

Type: Template -- Service Provider / Client Contract

Audience: Tenants and Their Clients

Version: 1.1

Last Updated: October 20, 2026 (Sections 1.3, 1.6, 5.1 and 5.2: where an external body issues its own certificate for a course, the Service Provider issues a Certificate of Attendance. Sections 5.2 and 5.3 no longer name specific certifying bodies as examples.)

THIS TRAINING SERVICES AGREEMENT (this "Agreement") is entered into as of [EFFECTIVE DATE] (the "Effective Date"),

BETWEEN:

[TRAINING COMPANY LEGAL NAME] ("Service Provider") [COMPANY ADDRESS] [CITY, PROVINCE, POSTAL CODE]

AND:

[CLIENT COMPANY LEGAL NAME] ("Client") [CLIENT ADDRESS] [CITY, PROVINCE, POSTAL CODE]

(each a "Party" and collectively the "Parties")

RECITALS

WHEREAS the Service Provider operates a safety training business using the Certivo and is qualified to deliver workplace safety training courses;

WHEREAS the Client requires safety training services for its employees, contractors, or other personnel;

WHEREAS the Parties wish to establish the terms and conditions under which the Service Provider will deliver training services to the Client;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties agree as follows:

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1. DEFINITIONS

1.1 **"Authorized Trainees"** means the Client's employees, contractors, subcontractors, or other personnel authorized by the Client to attend Training Sessions.

1.2 **"Certificate of Completion"** means a document issued by the Service Provider confirming that a Trainee has completed a Training Session. A Certificate of Completion is not an official certification unless the Service Provider is the recognized certifying authority for the applicable course.

1.3 **"Certification"** means an official credential issued by a recognized regulatory or certifying body. Where the Service Provider is the certifying authority, the Service Provider issues the Certification directly. Where an external body is the certifying authority, the Service Provider issues a Certificate of Completion only, unless that

body issues its own certificate for the course, in which case the Service Provider issues a Certificate of Attendance only.

1.4 **"Platform"** means the Certivo, the software-as-a-service system used by the Service Provider to manage scheduling, records, certificates, and communications.

1.5 **"Training Session"** means an individual class, course, or program delivered by the Service Provider to Authorized Trainees.

1.6 **"Certificate of Attendance"** means a document issued by the Service Provider confirming that a Trainee attended a Training Session for a course for which an external body issues its own certificate (such as a wallet card, eCard, or award). A Certificate of Attendance is not a Certification.

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2. SCOPE OF SERVICES

2.1 **Training Delivery.** The Service Provider agrees to deliver safety training courses to Authorized Trainees as agreed upon by the Parties and scheduled through the Platform.

2.2 **Course Types.** Training may include, but is not limited to:

- (a) First Aid and CPR
- (b) H2S Alive
- (c) Fall Protection
- (d) Confined Space Entry
- (e) WHMIS 2015
- (f) Transportation of Dangerous Goods (TDG)
- (g) Ground Disturbance
- (h) Other courses as mutually agreed

2.3 **Training Locations.** Training Sessions may be held at the Client's facility, the Service Provider's facility, or any other mutually agreed location. The Client is responsible for ensuring the suitability and safety of Client-provided training locations.

2.4 **Instructor Qualifications.** The Service Provider warrants that all instructors assigned to deliver Training Sessions hold current, valid credentials and certifications required by the applicable regulatory body for each course type.

2.5 **Materials and Equipment.** Unless otherwise agreed in writing, the Service Provider shall supply all training materials, equipment, and supplies necessary for the delivery of each Training Session.

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3. SCHEDULING AND CANCELLATION

3.1 **Scheduling.** Training Sessions shall be scheduled through the Platform or by mutual written agreement. The Service Provider will confirm scheduling within two (2) business days of a request.

3.2 **Minimum Enrolment.** The Service Provider may set minimum enrolment requirements for each Training Session. If minimum enrolment is not met, the Service Provider may reschedule or cancel the session with reasonable notice.

3.3 **Client Cancellation.** The Client may cancel a confirmed Training Session subject to the following:

- (a) Cancellations made more than five (5) business days before the session: no charge.
- (b) Cancellations made two (2) to five (5) business days before the session: 50% of the session fee.
- (c) Cancellations made less than two (2) business days before the session: 100% of the session fee.

3.4 **Service Provider Cancellation.** If the Service Provider must cancel a confirmed Training Session due to instructor unavailability, weather, or other circumstances, the Service Provider will offer a rescheduled session at no additional cost or provide a full refund of any prepaid fees.

3.5 **No-Shows.** Authorized Trainees who fail to attend a confirmed Training Session without prior notice will be considered no-shows. No-show fees are charged at the full per-student rate.

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4. FEES AND PAYMENT

4.1 **Pricing.** Fees for Training Sessions shall be as quoted by the Service Provider and confirmed through the Platform or in writing. All fees are in Canadian dollars (CAD) unless otherwise specified.

4.2 **Invoicing.** The Service Provider will issue invoices through the Platform upon completion of each Training Session, or in advance for prepaid sessions. Invoices include applicable taxes (GST/HST/PST).

4.3 **Payment Terms.** Unless otherwise agreed in writing, payment is due within thirty (30) days of invoice date. Late payments are subject to interest at a rate of 1.5% per month (18% per annum).

4.4 **Volume Pricing.** The Service Provider may offer volume discounts for bulk training bookings. Volume pricing, if offered, will be confirmed in writing or through the Platform.

4.5 **Taxes.** All fees are exclusive of applicable sales taxes. The Client is responsible for paying all applicable federal and provincial taxes on the services provided.

4.6 **Payment Methods.** Invoices issued through the Platform include a "Pay Now" button that the Client may use to pay directly via credit/debit card processed through the Service Provider's Stripe Connect account. The Service Provider may also configure the invoice email to include additional payment instructions, such as e-transfer routing addresses or cheque mailing instructions, in a payment-options block. Where the Client and the Service Provider have agreed on a specific payment method (e.g., the Client only pays by e-transfer), the agreed method controls regardless of what the invoice email displays. Payments outside the Platform (e.g., e-transfer, cheque) shall be recorded by the Service Provider upon receipt; the Client may, at its option, attach proof of payment when remitting outside the Platform.

5. CERTIFICATES AND RECORDS

5.1 **Certificates.** Upon successful completion of a Training Session, the Service Provider will issue each Authorized Trainee, through the Platform, a Certificate of Completion or, where an external body issues its own certificate for the course, a Certificate of Attendance.

5.2 **Certification, Completion and Attendance.** Where the Service Provider is the recognized certifying authority for a course, the Service Provider issues an official Certification. Where an external regulatory body is the certifying authority (e.g., a national first aid, CPR, or industry safety certifying body), the Service Provider issues a Certificate of Completion only, unless that body issues its own certificate for the course, in which case that body issues the Certification and the Service Provider issues a Certificate of Attendance only. Official certification from external bodies may require additional steps, fees, or registration with the regulatory body.

5.3 **Third-Party Regulator Certificate Collection.** Where official certification is issued by a third-party regulator (e.g., a national first aid or CPR certifying body), the Service Provider may collect those certificates from Trainees through the Platform's cert-collection feature. Trainees receive a personalized upload link by email, upload the regulator-issued certificate PDF directly to the Platform, and the consolidated bundle is delivered to the Client's designated program administrator. The Service Provider is responsible for triggering the collection request after the Training Session is complete; Trainees are responsible for uploading their certificate within the window communicated in the upload email (typically ninety (90) days from issuance). Trainees who do not upload their certificate within the window may be subject to a follow-up by the Service Provider, but the Service Provider is not liable for a Trainee's failure to provide their certificate.

5.4 **Record Retention.** Training records and certificates are retained on the Platform for the duration of the Service Provider's subscription. The Client may download and retain copies of all records at any time through the Client Portal. Cert-collection upload requests (the index records pointing at uploaded PDFs) and their associated Cloud Storage objects are retained for ninety (90) days post-issuance with a ten (10) day grace window; both are then aged out per the Service Provider's data retention policy. The underlying certificate PDFs delivered to the program administrator's email are NOT subject to this retention window — the Client manages those copies independently.

5.5 **Accuracy.** The Client is responsible for providing accurate trainee information (names, employee IDs, contact details). The Service Provider is not responsible for errors in certificates resulting from inaccurate Client-provided information.

5.6 **Expiry Tracking.** The Platform provides automated expiry tracking and renewal reminders for certificates. The Client acknowledges that expiry tracking is a convenience feature, and it remains the Client's responsibility to ensure workers hold valid certifications as required by applicable law.

5.7 **Pre-Class Kit.** The Platform provides a pre-class kit feature that generates a printable PDF combining the attendance sheet and multiple copies of any uploaded exam answer key for the course. The Service Provider may use this feature to streamline class preparation. The Client acknowledges that the pre-class kit is an operational convenience tool and that the Service Provider's instructors remain responsible for verifying attendance and grading exams accurately.

6. CLIENT RESPONSIBILITIES

6.1 **Trainee Information.** The Client shall provide accurate and complete information for all Authorized Trainees, including legal names, contact details, and any relevant medical information required for specific courses (e.g., CPR).

6.2 **Trainee Attendance.** The Client is responsible for ensuring that Authorized Trainees attend scheduled Training Sessions on time and are fit to participate.

6.3 **Workplace Safety.** Where Training Sessions are held at the Client's facility, the Client shall ensure the facility meets all applicable safety standards under the Alberta Occupational Health and Safety Act and Regulations.

6.4 **Compliance.** The Client remains solely responsible for ensuring its workforce meets all regulatory requirements for safety certifications and training, including any requirements imposed by the Alberta OHS Act, federal regulations, or industry-specific standards.

6.5 **Communication.** The Client agrees to respond to scheduling requests, invoices, and compliance notifications within a reasonable timeframe through the Platform or by email.

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7. LIABILITY AND INDEMNIFICATION

7.1 **Service Provider Liability.** The Service Provider's total liability under this Agreement shall not exceed the fees paid by the Client in the twelve (12) months preceding the claim. The Service Provider is not liable for indirect, consequential, incidental, or punitive damages.

7.2 **Training Quality.** The Service Provider warrants that Training Sessions will be delivered in a professional manner consistent with industry standards. The Service Provider does not guarantee specific outcomes, examination results, or regulatory approval.

7.3 **Client Indemnification.** The Client shall indemnify and hold the Service Provider harmless from any claims, damages, or liabilities arising from: (a) inaccurate information provided by the Client; (b) the Client's failure to comply with applicable safety regulations; (c) the conduct of Authorized Trainees during Training Sessions.

7.4 **Service Provider Indemnification.** The Service Provider shall indemnify and hold the Client harmless from any claims, damages, or liabilities arising from the Service Provider's negligence in delivering Training Sessions.

7.5 **Insurance.** The Service Provider shall maintain commercial general liability insurance with a minimum coverage of $2,000,000 per occurrence. Proof of insurance shall be provided upon the Client's request.

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8. CONFIDENTIALITY

8.1 **Confidential Information.** Each Party agrees to keep confidential all non-public information received from the other Party, including business information, employee data, pricing, and training records.

8.2 **Permitted Disclosure.** Confidential information may be disclosed where required by law, regulation, or court order, or to professional advisors under equivalent confidentiality obligations.

8.3 **Privacy.** The Service Provider collects and processes personal information of Authorized Trainees in accordance with the Privacy Policy available on the Platform. Both Parties agree to comply with the Personal Information Protection and Electronic Documents Act (PIPEDA) and applicable provincial privacy legislation.

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9. TERM AND TERMINATION

9.1 **Term.** This Agreement commences on the Effective Date and continues for an initial term of one (1) year, automatically renewing for successive one (1) year periods unless either Party provides sixty (60) days' written notice of non-renewal.

9.2 **Termination for Convenience.** Either Party may terminate this Agreement at any time by providing thirty (30) days' written notice to the other Party.

9.3 **Termination for Cause.** Either Party may terminate this Agreement immediately upon written notice if the other Party: (a) materially breaches this Agreement and fails to cure within fifteen (15) days of notice; (b) becomes insolvent or files for bankruptcy; or (c) engages in conduct that is unlawful or harmful to the other Party's reputation.

9.4 **Effect of Termination.** Upon termination: (a) the Client shall pay all outstanding fees for services rendered; (b) the Client may download all training records and certificates from the Platform within thirty (30) days; (c) both Parties shall return or destroy Confidential Information of the other Party.

9A. CERTIFICATION MARKETPLACE

9A.1 Marketplace Participation. Where the Service Provider participates in the Certivo Certification Marketplace, the Service Provider may publish courses and training programs for enrollment by students and clients across the Platform. The Client acknowledges that courses listed on the Marketplace may be delivered by instructors other than those directly engaged by the Client's primary Service Provider.

9A.2 Revenue Split. For courses sold through the Certification Marketplace, the revenue is split between the delivering instructor and the Platform as follows: **seventy percent (70%)** of the course fee to the instructor and **thirty percent (30%)** to the Platform. This split applies to the net course fee after applicable taxes and payment processing fees.

9A.3 Payment Processing. Certivo handles payment processing for Marketplace transactions through Stripe Connect. Certivo does **not** disburse instructor pay: the instructor payout queue was retired on 2026-07-26 and

the Platform holds no payout schedule for instructors. Amounts owed to an instructor are settled by the Service Provider directly. **Counsel review pending.**

9A.4 Course Quality. The instructor who publishes a course on the Marketplace is solely responsible for the accuracy, quality, regulatory compliance, and completeness of the course content and delivery. Certivo does not review, endorse, or certify Marketplace course content. The Client acknowledges that Certivo is not liable for the quality or regulatory compliance of courses obtained through the Marketplace.

9A.5 Marketplace Terms. Participation in the Certification Marketplace is subject to the Certivo Acceptable Use Policy and any supplementary Marketplace terms published by Certivo. Certivo reserves the right to remove courses that violate the Acceptable Use Policy, receive consistent negative reviews, or fail to meet applicable regulatory standards.

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10. DISPUTE RESOLUTION

10.1 **Negotiation.** The Parties shall first attempt to resolve any dispute arising under this Agreement through good-faith negotiation.

10.2 **Mediation.** If negotiation fails, the Parties agree to attempt mediation before a mutually agreed mediator in the Province of Alberta.

10.3 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein.

10.4 **Jurisdiction.** The Parties submit to the exclusive jurisdiction of the courts of the Province of Alberta.

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11. GENERAL PROVISIONS

11.1 **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and supersedes all prior negotiations, representations, and agreements.

11.2 **Amendments.** This Agreement may only be amended in writing signed by both Parties.

11.3 **Assignment.** Neither Party may assign this Agreement without the prior written consent of the other Party, except in connection with a merger, acquisition, or sale of substantially all assets.

11.4 **Severability.** If any provision of this Agreement is found invalid or unenforceable, the remaining provisions shall continue in full force and effect.

11.5 **Notices.** All notices shall be in writing and delivered by email (with confirmation of receipt), registered mail, or through the Platform's notification system.

11.6 **Force Majeure.** Neither Party shall be liable for delays or failures in performance resulting from circumstances beyond the Party's reasonable control, including natural disasters, pandemics, government actions, or widespread infrastructure failures.

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12. SIGNATURES

SERVICE PROVIDER:

Signature:	_____
Name:	[AUTHORIZED REPRESENTATIVE NAME]
Title:	[TITLE]
Date:	[DATE]

CLIENT:

Signature:	_____
Name:	[AUTHORIZED REPRESENTATIVE NAME]
Title:	[TITLE]
Date:	[DATE]

This Training Services Agreement is a template provided through the Certivo. The Service Provider is responsible for customizing this agreement to suit their specific business requirements. Ready 4 Everything Training and Supplies Ltd. is not a party to this agreement and does not provide legal advice. Consult a qualified legal professional before use.