



2020 University Street, 9<sup>th</sup> Floor  
Montreal, Quebec H3A 2A5

**DISNAT**  
2020 University Street  
9<sup>th</sup> Floor  
Montreal, Quebec  
H3A 2A5

In consideration of the fact that you agree to act as discount broker for the undersigned for the purchase and sale of securities and this, in consideration of commissions and other costs that you may fix from time to time, the undersigned make the following covenants and representations:

1. We, the undersigned, declare:
  - to be all members of an investment club known under the name of \_\_\_\_\_ the "Club";
  - to be all physical persons, of age, having the legal capacity to intervene hereby;
  - to reside in the province of \_\_\_\_\_ ; and
  - not to be a director, a senior executive or an insider of a corporation of which shares are traded on an exchange or on the over-the-counter market.

2. We authorize you to open, for and on behalf of the Club, one or many securities trading account under the name of \_\_\_\_\_  
*Name of the Club*  
which shall bear the number(s) indicated under the heading "Approval" of this Agreement (hereinafter collectively known as the "account").

3. a) We hereby appoint Mrs./Mr. \_\_\_\_\_  
*Name of Agent*  
residing at \_\_\_\_\_  
*Address*  
and, as the case may be, Mrs./Mr. \_\_\_\_\_  
*Name of Agent*  
\_\_\_\_\_  
*Telephone Number*

(hereinafter designated individually or collectively as the "Agent")  
each with full authority to act on our behalf, as mandatory, to give any purchase or sell order or any other order of consent, relatively to such account and that, relatively to any class or securities, including but without limitation, shares, warrants, rights, options, bonds or debentures, and also relatively to any other equity or debt securities, listed or unlisted, in conformity with the terms and conditions that you may fix, from time to time.

- b) The Agent is hereby authorized to act in any matters relatively to such account and to sign, for such purpose, any agreement or receipt and to do all other things necessary or useful to the management of such account including the signature for and on behalf of the Club of any form or specific agreement relating to the management of such account. In addition, you are authorized to carry out any instructions given by such Agent for such account without the need to notify the other members of the Club of such delivery. It is agreed, where two Agents are so designated by us, that any instruction received from one of them by you shall be binding upon us and that you shall not be obliged to check such instruction with the other Agent.

- c) We agree to indemnify and hold you harmless of any loss, cost or claim you may have in relation to such account and to pay you, on demand, any debit balance in the account.
  - d) We authorize the Agent to make, on our behalf, margin transactions in such account and, consequently, to borrow amounts of money guaranteed by the securities contained in such account. The Agent is hereby authorized to sign, on our behalf, a margin agreement in order to make such transactions.
  - e) All obligations incurred by us under this Agreement shall be joint and several.
4. a) The covenants, representations and warranties contained hereby are in addition to, and in no way limit or restrict any right or legal remedy which you may have under any law, rule, regulation, custom and usage, or under any agreement with us or any one of us, now existing or hereafter entered into, and are binding upon our successors, assigns and legal representatives.

This Agreement shall remain in force until you shall receive a written notice of revocation signed by at least

\_\_\_\_\_ members of the Club, and all orders executed or other acts Club, and all orders executed  
*Number of members*

or other acts done by you before the receipt of such written notice shall be and remain binding upon us and upon our legal representatives, successors and assigns. However, you shall have the right to terminate this agreement at any time, without notice or delay, if you deem it advisable for you protection or useful to the proper conduct of your business.

- 5. a) It is expressly agreed that, in the event of the death of anyone of us, the "Agent" shall immediately give you a written notice thereof, or, in the case of his death, each of the members of the Club are obliged to notify you of his death in writing without delay, and you may, before or after receiving such notice, take such proceedings that you may deem advisable in respect of such death, including require such paper, retain any sum or security or restrict or stop any transaction that you may deem advisable in order to protect you against any liability, damage, cost, expense, tax pursuant to any law, rule, regulation, agreement or otherwise following such death.
  - b) The estate of such deceased member and each surviving member of the Club shall continue to be liable to you for any debit balance, loss, cost, fees or any other expenses concerning the account incurred or suffered prior to the receipt by you of the written notice mentioned in 5. a) or in the liquidation of the account or the distribution of the sums or securities among the undersigned following such death.
6. It is agreed that in the event of any modification to the present membership of the Club, whether by addition, resignation, death, incapacity, substitution or for any other reason, you will be promptly notified in writing and we understand and agree that the account shall be closed so that another account, as the case may be, be opened for and on behalf of the remaining members or new members. In the event that you are not so advised, you shall not be held liable to us for any act made or omitted, loss, claim or expense, if any, resulting from the addition or withdrawal of such member.
- 7. a) We promise to pay you, upon demand, the purchase price (including commissions, taxes and other charges) of any securities purchased for us pursuant to this agreement whether or not you have delivered to us such securities and to purchase, upon demand, any security which will be "sort" in the account. In addition , we agree to pay, upon demand, any debit balance in such account resulting from any transaction made at our demand or following any sale or purchase made pursuant to paragraph b) hereinafter.
  - b) Whenever and as often as you deem necessary for your protection and without notice to the undersigned, you may, at your entire discretion, sell all or part of any securities which you are holding for the account and purchase any security of which the account is short. Moreover, you may cancel any outstanding orders. In such case, the proceeds of such operation shall be applied against the undersigned's indebtedness to you without prejudice to the undersigned's liability for the payment of any balance remaining due.

- c) Any purchase or sale mentioned in paragraph 7. b) may be made on any exchange, in the over-the-counter market, by private purchase or sale or otherwise.
  - d) As long as the undersigned shall be indebted to you, all the securities carried for our account are hereby pledged and shall be continuing collateral security to ensure payment of the indebtedness.
8. All transactions made for the Club may be made by you either as principal or as Agent and shall be subject to the rules, regulations, customs and usages then in force on the exchange or board or market and of the clearing house where the transactions are executed, if any, and to those then in force relatively to brokers on such exchange, board or market and subject to all other law applicable thereto and to the rules and regulations of administrative bodies that may have jurisdiction there under.
9. a) You may register any securities carried in the account in your name or, in the name of your nominee. If we instruct you to register any securities held in the account to any other name, such instruction having to be made in writing and sign by each of the members of the Club, if effected, shall be at our sole risk and you shall not be liable of any damages or losses, if any, following such registration.
- b) You shall not be bound to deliver to the undersigned or their Agent the same securities or certificates received from the undersigned or on their behalf but you may deliver other securities or certificates of like kind and amount.
- c) Subject to subsection a) of this section, you shall register any securities held for the account in the name of the Club. In case of delivery of such securities, you may transmit same to the Agent by regular mail.
10. a) Any confirmation of a trade and any statement account of the Club shall be conclusive upon us if not objected to by the Agent in writing, in the former case within five (5) days and in the latter case within ten (10) days from the date of their transmittal.
- b) Communications may be sent to the Agent at the address given above, unless such address shall have been changed by such Agent by written communication actually received and all communication, whether by mail, telegraph, telecopier, messenger or otherwise shall be deemed given to him and receive by him at the date on which the same shall have been sent by you.
11. Wherever we fail to make prompt delivery of the securities sold upon demand by the Agent, you may, but without being obliged to, borrow or purchase any securities to make such delivery and we agree to repay you any loss, damages, fees, costs or expenses incurred or suffered by you as a result of such borrowing or purchase or of your failure to make such delivery.
12. You are hereby authorized to communicate with the Agent or with any member of the Club at any time at his residence, place of business or elsewhere, by telephone or otherwise, in connection with the account or with any transaction.
13. We agree that, by giving any sell order, all "short" sell orders will be designated as "short" and all "long" sell orders will be designated as "long" and that the designation of a sell order as long is a representation on our part that we own the security or securities sold and that if the securities are not in your physical possession, that we shall deliver them to you on the settlement date.
14. The terms and conditions of this agreement shall extend to and be binding upon our legal representatives, successors and assigns.
15. We confirm to have each in our possession a copy of this agreement.

Signed in \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 200 \_\_\_\_\_

NAME	S.I.N.	ADDRESS	TELEPHONE	SIGNATURE

**APPROVAL**

We agree to act on behalf of the investment Club known under the name of \_\_\_\_\_

as discount broker upon the terms and conditions hereinabove-mentioned. The account of such Club will bear the following numbers:

\_\_\_\_\_ Cash      \_\_\_\_\_ C.O.D.      \_\_\_\_\_ Margin      \_\_\_\_\_ Short Account      \_\_\_\_\_ Options

DISNAT, a division of Desjardins Securities Inc.

By \_\_\_\_\_