

NOMINEE AGREEMENT

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NOMINEE AGREEMENT, in connection with (hereinafter the “Agreement”) entered into in the City of, Province of Québec, Canada.

BETWEEN: (name of individual), (occupation), domiciled and residing at (civic number and street name), in the City of (name of city), Province of (name of province), (postal code) doing business as (business name) (hereinafter “OWNER”), AND (corporate name), a corporation duly incorporated under the Act (name of statute under which the corporation was incorporated), having its principal place of business at (civic number and street name), in the City of (name of city), Province of (name of province), (postal code) (hereinafter “NOMINEE”) (at times collectively referred to as the “PARTIES”).

RECITALS

THE PARTIES DECLARE AS FOLLOWS:

- (A) The books of (identify subject corporation) (hereinafter the “Corporation”) show that the NOMINEE holds (.....) duly issued and fully paid Class “...” shares in the share capital of the Corporation, as shown by share certificate number “.....”;
- (B) The NOMINEE is acting as agent of the OWNER, which has provided the former with the necessary sums of money in order to acquire the shares;
- (C) Said agency is a private arrangement of which only the PARTIES have knowledge, and in the absence of a written instrument to that effect, the OWNER would have no evidence of its title of ownership and entitlement to the Shares;
- (D) The PARTIES wish to record the terms of their agreement regarding such purpose in this Agreement.

NOW, THEREFORE THE PARTIES AGREE AS FOLLOWS:

0.00 INTERPRETATION

0.01 Definitions

OWNER	NOMINEE

Unless otherwise indicated, the following capitalized term(s) or expression(s) throughout the Agreement have the meaning indicated below:

0.01.01 Shares

means the (.....) fully paid-up and non-assessable Class “...” shares of the share capital of the Corporation, as confirmed by share certificate number “.....”, held by the NOMINEE in its capacity as agent of the OWNER or any shares issued by the Corporation to replace such shares following any amendment, subdivision, consolidation or new classification as well as any additional share(s) issued as a stock dividend paid to the shareholder or arising from any right granted to the holder of Class “...” shares;

0.02 Entire Agreement

The Agreement reflects the entire understanding between the PARTIES. It supersedes any other written or verbal promise or covenant made prior to the date it was signed, any schedules attached to the Agreement, and any amendments agreed upon by the PARTIES that do not comply with Section 12.04 of the Agreement.

0.03 Applicable Law

The Agreement will be interpreted and performed in accordance with the applicable Law of the Province of Québec, Canada.

0.04 Miscellaneous

0.04.01 Cumulative Rights

All rights referred to in the Agreement are cumulative and not mutually exclusive.

0.04.02 No Waiver

Any waiver of the enforcement of a right granted by one of the PARTIES for the benefit of another PARTY may, under no circumstances, be interpreted or construed as a waiver of the enforcement of any other right granted hereunder unless, as a matter of exception, the wording of a provision of the Agreement requires that particular interpretation or construction.

1.00 PURPOSE

1.01 Legal Transaction

OWNER	NOMINEE