

TRANSFER AGENCY AND REGISTRAR AGREEMENT

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TRANSFER AGENCY AGREEMENT entered into in the City of, Province of, Canada.

BETWEEN: V1 (corporate name), duly attests that it is a legal person 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), and duly registered under the designating number (.....) in accordance with the Act (name of the statute respecting the legal publicity of enterprises under which the corporation is registered);

OR

V2 (corporate name), duly attests that it is a legal person duly incorporated under the Act (name of statute under which the corporation was incorporated), having its head or registered office at (civic number and street name), in the City of (name of city), Province of (name of province), (postal code), and duly registered under the designating number (.....) in accordance with the Act (name of the statute respecting the legal publicity of enterprises under which the corporation is registered) represented by (name of representative), its (title of representative), duly authorized for the purposes hereof, as he/she so declares [OR as indicated in the resolution of the sole director [OR board of directors]], Schedule A];

OR

V3 (corporate name), duly attests that it is a general partnership, exercising an organized business activity of a commercial nature, duly formed under the Civil Code of Québec [OR any applicable general law OR Act (name of statute under which the corporation was formed)], having its head or registered office at (civic number and street name), in the City of (name of city), Province of (name of province), (postal code), and duly registered under the designating number (.....) in accordance with the Act (name of the statute respecting the legal publicity of enterprises under which the corporation is registered) represented by (name of representative), its (title of representative), duly authorized for the purposes hereof as he/she so declares [OR as indicated in the resolution of the partners of the general partnership, Schedule A];

OR

Table with 2 columns: ISSUER, TRANSFER AGENT

V4 (*common business name*), limited partnership represented by exercising an organized economic activity of a commercial nature, duly formed under the *Civil Code of Québec* [OR any applicable general law OR *Act (name of statute under which the corporation was formed)*], having its head or registered office at (*civic number and street name*), in the City of (*name of city*), Province of (*name of province*), (*postal code*), and duly registered (*as the case may be*) under the designating number (.....) in accordance with the *Act (name of the statute respecting the legal publicity of enterprises under which the corporation is registered)* represented by (*name of representative*), its (*title of representative*), duly authorized for the purposes hereof as he/she so declares [OR as indicated in the resolution of the general partner [OR sole director OR board of directors] of the limited partnership, Schedule A];

HEREINAFTER REFERRED TO AS THE “ISSUER”;

AND: (*Choose the appropriate description from the four versions listed above*)

HEREINAFTER REFERRED TO AS THE “TRANSFER AGENT”;

HEREINAFTER COLLECTIVELY REFERRED TO AS THE “PARTIES”.

RECITALS

THE PARTIES DECLARE AS FOLLOWS:

- (A) The ISSUER hereby retains the services of the TRANSFER AGENT, who has the expertise and the technical means necessary to effectively perform the following tasks: issuing, transferring shares, replacing and cancelling share certificates, keeping a share register, paying dividends and distributions, treating requests from registered shareholders and performing any other related tasks;
- (B) The PARTIES wish to record the terms of their agreement regarding such purpose in a private writing;
- (C) It is the intent of the PARTIES that their agreement be construed as a contract by mutual agreement.

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| ISSUER | TRANSFER AGENT |
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V1 (Short Form) NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

OR

V2 (Long Form) NOW THEREFORE, IN CONSIDERATION OF THE MUTUAL REPRESENTATIONS AND THOSE SPECIFIC TO EACH PARTY, AS THE CASE MAY BE, CONTAINED IN THE AGREEMENT, THE PARTIES INTEND TO BE LEGALLY BOUND AND AGREE AS FOLLOWS:

0.00 INTERPRETATION

0.01 Definitions

Unless otherwise indicated, capitalized words and expressions appearing in the Agreement or in any ancillary or subordinate documentation will be interpreted or construed as follows:

0.01.01 Activities

means, regarding the ISSUER, *(describe its principal business activities)* and, regarding the TRANSFER AGENT, *(describe its principal business activities);*

0.01.02 Agreement

means this agreement including its recitals and schedules, any related or ancillary documentation identified therein, as well as any amendment made thereto from time to time by the PARTIES in accordance with Section 12.05; the terms “herein”, “hereof”, “hereto”, “herewith”, “hereunder”, “hereby” and other similar terms, when used in the Agreement, generally refers to this agreement as a whole rather than to a specific part thereof, unless otherwise indicated in the text;

0.01.03 Articles

means the ISSUER’s articles of incorporation that were filed with the governmental authorities, as well as all articles of amendment relating thereto that may be subsequently filed and, if applicable, any articles of amalgamation;

0.01.04 Breach

means any misrepresentation, inaccuracy, error, omission as well as any non-compliance, infringement, failure or other contravention in respect of any representation, obligation or other provision of the Agreement;

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| ISSUER | TRANSFER AGENT |
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