

# NOMINEE AGREEMENT

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

BETWEEN: ..... (name of individual), ..... (occupation), domiciled and residing at ..... (civic number and street name), in the Municipality of ..... (name of municipality), 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 Municipality of ..... (name of municipality), 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.

V1 (Short Form) NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

OR

OWNER	NOMINEE

**V2 (Long Form)** NOW, THEREFORE, IN CONSIDERATION OF THE PROMISES, MUTUAL COVENANTS AND AGREEMENTS CONTAINED HEREIN, AND FOR GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

**0.00 INTERPRETATION**

**0.01 Definitions**

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 ..... (name of province), 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

OWNER	NOMINEE