

## DESJARDINS SECURITIES INC. UNLIMITED CONTINUOUS RECIPROCAL GUARANTEE

IDENTIFICATION OF THE FIR	RST CLIENT (in block letters	3)	
☐ Mr. ☐ Ms. Last name:		First name:	
Or company name:			
Number and street:			Apartment:
City:	Province:	Country:	Postal code:
For a legal entity, the name of the	he authorized signatory:		
Name of the witness (the witnes	ss must be a person other th	nan the Clients.):	
IDENTIFICATION OF THE SE	COND CLIENT (in block let	ters)	
☐ Mr. ☐ Ms. Last name:		First name:	
Or company name:			
Number and street:			Apartment:
City:	Province:	Country:	Postal code:
For a legal entity, the name of the	he authorized signatory:		
Name of the witness (the witness	ss must be a person other th	nan the Clients.):	
ANSWER THE FOLLOWING	QUESTIONS:		
What connection exists betw	een the first and second clie	nt?	
2. What is the reason for institu	ting the guarantee?		
3. If applicable, is the company	owned by a sole shareholde	er?	

- 1. Considering that Desjardins Securities is acting as broker for the first and second clients (hereinafter designated collectively as the "Clients") and that, for this purpose, Desjardins Securities has opened or may open in the future one of more accounts for trading in securities or other instruments (and, without limiting the scope of the preceding, margin accounts, in Canadian, U.S. or other currencies, regular accounts, options accounts or managed accounts or any other type of account that may be opened by Desjardins Securities) on behalf of each of the Clients individually, with the first client guaranteeing the second client's obligations toward Desjardins Securities and the second client guaranteeing the first client's obligations toward Desjardins Securities in accordance with the terms of this guarantee. The Clients hereby agree to pay to Desjardins Securities, upon request, immediately and unconditionally, any amount that may be owing, at present or in the future, to Desjardins Securities by either of the Clients and, without limiting the scope of the foregoing, any amount that may be owing to Desjardins Securities for the payment or reimbursement of the purchase price of any security or other instrument, any commission, any costs or fees, any loan in securities or cash, or any loss incurred in the accounts of either of the Clients at Desjardins Securities or otherwise (designated collectively as "Liabilities") and to meet, upon request and unconditionally, any other commitment, present or future, that either of the Clients may have with Desjardins Securities with respect to the Clients' accounts at Desjardins Securities, including delivery of securities (designated collectively as "Commitments").
- 2. This guarantee constitutes an unlimited continuous reciprocal guarantee for payment of the Clients' Liabilities and execution of the Clients' Commitments toward Desjardins Securities. The Clients are jointly and severally liable toward Desjardins Securities for reimbursement of the Liabilities and enforcement of the Commitments. This guarantee binds not only the Clients but also their estate executors, administrators, heirs, successors and assigns as well as their legal representatives. The death of one of the Clients will not end his obligations pursuant to this guarantee for any trade executed for his account or for the account of the surviving client before Desjardins Securities has received written notice of this client's death. Furthermore, the estate of the deceased client will be liable for any loss that may be incurred in the liquidation of the guaranteed account(s).
- 3. This guarantee is in addition to any pledge, surety or guarantee that the Clients or any other person have provided or will provide to Desjardins Securities, with the effect that this guarantee will be fully enforceable without regard to the existence of any other pledge, surety or guarantee. Desjardins Securities will not be required to engage in claims or legal proceeding or to exhaust its recourse against either of the Clients or any other person or against any security held, to guarantee payment of the Liabilities or enforcement of the Commitments, before initiating a claim or legal proceedings pursuant to this guarantee or to realize the chattel mortgage set out in this guarantee. No payment made to the guaranteed accounts and no acceptance by Desjardins Securities of an acknowledgement of liabilities or of another guarantee covering the guaranteed accounts will release the Clients from this guarantee. Desjardins Securities may, under any circumstance and without advising each of the Clients, deal with one

- of them, accept purchase, sale, delivery or other orders from one of them, grant time extensions to one of them, or waive any collateral security that it holds or will hold in connection with one of the guaranteed accounts, without this in any way affecting the Clients' obligations in accordance with this guarantee.
- 4. Each of the Clients agrees that all securities, cash, futures, futures options or currency futures traded on a recognized exchange or over the counter, and other securities or instruments (designated collectively as "securities") contained or registered in this account opened on his behalf with Desjardins Securities may be used by Desjardins Securities for guaranteeing the Commitments and paying the Liabilities. For this purpose, each of the Clients offers as a pledge or surety, and encumbers with a chattel mortgage to the benefit of Desjardins Securities, all securities contained or registered, and any that may be added in the future, in any account opened on his behalf with Desjardins Securities. Desjardins Securities is authorized, at its full discretion, to transfer any such security from any of the Clients' accounts to the guaranteed accounts without having to advise the Clients beforehand and without the Clients being able to claim restitution. Desjardins Securities also takes as a pledge or surety, and each of the Clients encumbers in a chattel mortgage to the benefit of Desjardins Securities, the securities belonging to the Clients that are or will be held with other institutions without having to keep in its possession or control securities of a similar nature and equivalent amount. In this regard, the Clients agree where necessary to fulfil, pursuant to the law and upon request from Desjardins Securities, all formalities required to give effect to any such pledge, security or chattel mortgage. Finally, Desjardins Securities is authorized to exercise, without prior notice to the Clients and at its full discretion, all its rights, including those related to the chattel mortgage, and for this purpose, Desjardins Securities may, at its full discretion, retain and/or sell the securities, based on the terms or conditions that Desjardins Securities considers appropriate for the purposes of covering the Clients' Liabilities or Commitments.
- 5. No request for enforcement of this guarantee, no enforcement of Desjardins Securities' rights pursuant to this guarantee and no transfer of securities in accordance with this guarantee will abrogate or affect this guarantee or release the Clients from their respective obligations in this regard. The exercise by Desjardins Securities of the powers conferred upon it by this guarantee regarding the securities contained or registered in the account(s) of either of the Clients will not in any way limit Desjardins Securities' right to require payment from the Clients of any balance owed to Desjardins Securities. Should the pledge, surety or chattel mortgage described above be declared inoperative or be impossible to enforce for any reason, the Clients will remain liable for the Liabilities and the Commitments.
- 6. This guarantee will in no way be cancelled, reduced, limited or affected in any manner by i) any right or alleged right for compensation, claim or counter-claim, appropriation, registration or request, nor by any other right that either of the Clients may have or claim to have against Desjardins Securities or any other person; ii) any irregularity, defect or flaw in any obligation, document or trade or transaction involving the Clients or their accounts at Desjardins Securities; iii) any act taken, omitted, endured or permitted by Desjardins Securities in connection with the Clients, their accounts at Desjardins Securities, the Liabilities or the Commitments, or in connection with any other guarantee or security held in relation to this guarantee, including, and without limiting the scope of the preceding, any communication of information to the Clients, any withdrawal in cash, securities or other instruments from the guaranteed accounts, or any renewal, extension, exoneration, release, modification, compromise or grace period granted by Desjardins Securities; iv) the death, incapacity or bankruptcy of one of the Clients or any other major change involving or affecting one of the Clients; or v) any failure by Desjardins Securities to enforce any right regarding any collateral pledge held by Desjardins Securities to ensure payment of the Liabilities or compliance with the Commitments.
- 7. The Clients acknowledge that Desjardins Securities agrees to execute trades for their respective account(s) only insofar as they guarantee reciprocally the obligations that each of them has toward Desjardins Securities. Accordingly, in the event that either of the Clients wished to end this guarantee in any way, this would constitute a default leading to forfeiture of the term for all of the Clients' obligations toward Desjardins Securities, including payment of any amount that could be owed on that date by either of the Clients to Desjardins Securities, and the Clients would be liable severally for payment of any amount owing on that date.
- 8. The Clients hereby waive any benefits of discussion and division until the Liabilities and the Commitments have been fully paid and settled. Furthermore, the Clients waive any notices regarding the terms applying to the Clients' guaranteed accounts, agreements or trading or related in any way to the status or situation or to transactions or changes involving the guaranteed accounts, and they agree to be bound by the statements of account and any other information provided or to be provided by Desjardins Securities, in particular with respect to the amounts owed by the Clients. They also agree not to challenge these statements of account or any other information provided by Desjardins Securities.
- 9. Each of the Clients recognizes that the advisability of transactions conducted in the other client's account(s) will not be examined on the basis of his financial or personal situation or of his investment goals. At no time may the Clients be released from their respective obligations pursuant to this guarantee on the grounds that trading conducted in this (these) account(s) is inadvisable in light of their personal situation or otherwise does not comply with the pertinent securities or market trading regulations.
- 10. The Clients may end their respective obligations pursuant to this guarantee but only as regards obligations that result from trading conducted in the guaranteed accounts after Desjardins Securities has received written notice of revocation to this effect. Any obligation contracted and any trade conducted prior to the notice of revocation being served, as well as any loss or liabilities resulting from liquidation of guaranteed accounts after receipt of such notice of revocation will be settled by this guarantee as if such notice of revocation had not been provided. Should one of the Clients send to Desjardins Securities a written notice of revocation, the other client remains bound by this guarantee until Desjardins Securities receives a notice of revocation from him.
- 11. This guarantee benefits the successors and assigns of Desjardins Securities.
- 12. The Clients declare to Desjardins Securities that they have the legal capacity to sign this agreement (and, if one of the Clients is a legal entity, that the individual signing on its behalf has the authority required to do so) and that all legal acts and authorizations needed to give effect to this guarantee have been validly taken and obtained.
- 13. All provisions in this guarantee are separate. In the event that one such provision is declared illegal or invalid for any reason, this illegality or invalidity will in no way affect the validity of the other provisions herein.
- 14. The Clients acknowledge that they have read and understood each of the provisions herein.

## STATEMENTS AND CONSENT

Each client acknowledges and agrees that Desjardins Securities must send to the other client a copy of his statements of account to comply with Section 15 in Rule 100 of the Dealer Member Rules of the Investment Industry Regulatory Organization of Canada.

Furthermore, the Clients agree and accept that the provisions in Section 7 of this guarantee on forfeiture of the term apply to them and take precedence over any other provision contained in any agreement reached between them and Desjardins Securities.

The Clients acknowledge that they have read and understood all the provisions in this guarantee.

SIGNATURE OF THE FIRST CLIENT		
Signature of the first client	Date (YYYY-MM-DD)	
Signature of the witness	Date (YYYY-MM-DD)	
SIGNATURE OF THE SECOND CLIENT		
Signature of the second client	Date (YYYY-MM-DD)	
Signature of the witness	Date (YYYY-MM-DD)	
For Credit Risk Management use on	ly (for administrative purposes)	
Accounts to bound for the group of margins:		
First Client Second client		
Client number(s) <sup>1</sup> :	Client number(s) <sup>1</sup> :	
Per:		
Signature of the Senior Director or of the	e Advisor, Credit Risk Management	
Per:		
Name of the Senior Director or of the Advisor,	Credit Risk Management (in block letters)	
<sup>1</sup> The client number corresponds to the first five (5) characters of the account number corresponds to the first five (5) characters of the account number corresponds to the first five (5) characters of the account number corresponds to the first five (5) characters of the account number corresponds to the first five (5) characters of the account number corresponds to the first five (5) characters of the account number corresponds to the first five (5) characters of the account number corresponds to the first five (5) characters of the account number corresponds to the first five (5) characters of the account number corresponds to the first five (5) characters of the account number corresponds to the first five (5) characters of the account number corresponds to the first five (5) characters of the account number corresponds to the first five (5) characters of the first five (5	mber.	
To be filled out only when one of the clients is a physical per- NOTARIAL CERTIFICATE / THE GUARANTE I certify that:		
1, living in the city	of in the province	
of Alberta, the client or one of the clients under the terms of the gr		
into between and	, to which this certificate is	
annexed or noted, has appeared before me in person and ackr	nowledged signing the guarantee.	
2. After interviewing him, I am satisfied that he has knowled	edge of and understands the contents of the guarantee	
DONE AND DELIVERED at	in the province of Alberta	
on the th day of the month of 2	0, under my hand and seal.	
CLIENT'S STATEMENT I am the person named in this certificate.		
Client's signature	NOTARY IN AND FOR THE PROVINCE OF ALBERTA	