



## Power of attorney pertaining to the financial transactions pursuant to the investment agreement between the broker and the Applicant

I, the undersigned, \_\_\_\_\_, born on \_\_\_\_\_ and residing at \_\_\_\_\_, hereinafter referred to as the "Applicant", appoint Laurentian Bank Securities Inc., a securities dealer according to the Securities Act (L. R. Q., c V-1.q), having its main business office located at 1981, av. McGill College, bureau 100, Montréal, Québec, Canada H3A 3K3, hereinafter referred to as the "Mandatory", to act in my name in his capacity of Mandatory in order to accomplish any act related to the investment agreement.

### 1. INVESTMENT AGREEMENT AND LOAN AGREEMENT:

- 1.1. THE APPLICANT hereby authorizes the Mandatory to proceed with the following transactions:
  - 1.1.1. Open and close any account required for the purpose of the investment agreement or the loan agreement and to proceed with any transactions described hereinafter;
  - 1.1.2. Deposit in a separate account opened in my name the funds transferred to the Mandatory for the purposes of the required investment under section 34.1 of the Regulation respecting the selection of foreign nationals and according to the terms and instructions of the investment agreement;
  - 1.1.3. Invest these funds in a prudent and diligent manner for as long as the total amount of the funds deposited by the Applicant with the Mandatory has not been invested with Investment Québec or one of its subsidiaries;
    - 1.1.3.1. Issue and/or endorse cheques and/or make transactions in my account for the purposes of:
    - 1.1.3.2. Investing the funds with IQ Immigrants Investisseurs Inc.;
  - 1.1.4. Applying for a loan allowing for the investment of funds to be made with IQ Immigrants Investisseurs Inc.
  - 1.1.5. Contract in my name with (i) a bank or a foreign bank appearing in appendix 1, 2 or 3 of the Bank Act (L.C. 1991.ch. 46), or, (ii) a saving and credit bank or a federation of banks regulated by the Financial Services Cooperatives Act (L.R.Q. ch. C-67.3), or, (iii) Caisse Centrale Desjardins, or (iv) an insurance company as defined by the Insurance Act (L.R.Q. ch. A-32) with the power to grant loans and holding a permit issued by the Agence nationale d'encadrement du secteur financier according to the Act, respecting same, allowing the insurance company to act in Quebec as an insurer, or, (iv) with the Mandatory (all of these institutions being referred to hereinafter as "financial institutions");
  - 1.1.6. Receive the sums of money payable to the undersigned APPLICANT and acknowledge receipt thereof;

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- 1.1.7. Invest the amounts with IQ Immigrants Investisseurs Inc. according to the terms and conditions of the investment agreement and sign all related documents including the Mandatory's notice of deposit; and to proceed with any transactions described hereinafter;
- 1.1.8. Receive the term note issued by IQ Immigrants Investisseurs Inc. for the purpose of refunding the investment and hold it until its refund, without transacting on it except in the manner and under the conditions set out in the investment agreement or a loan agreement;
- 1.1.9. Pay the debts and other obligations the Applicant may have under the investment agreement;
- 1.1.10. Pay from the amounts held in the Applicant's account, as the case may be, any commissions, expenses or fees related to the investment and payable to the Mandatory, the immigration consultant, the financial institutions, the legal advisor in Canada or abroad or else, as the case may be;
- 1.1.11. Refund to the Applicant all amounts owed to him/her, as the case may be, according to the terms and conditions of the investment agreement;
- 1.1.12. Authorize any other transactions to the accounts opened for the purposes of the investment agreement or the loan agreement or any other transaction required for the purposes of a diligent management of the account in his capacity of stock broker so as to give full effect to the present Power of Attorney:
  - 1.1.12.1 the Mandatory will notify the Applicant of any such transactions as soon as possible.
- 1.1.13. Sign, remit, file or publish in my name any legal or administrative document related to the investment that the Mandatory deems relevant as regards the investment or its security;
- 1.1.14. Pay entirely the debts, obligations and other suretyship granted as per the investment agreement or the loan agreement;
- 1.1.15. Authorize the Mandatory to allow the Minister to have access to documents containing personal information uniquely for the purposes outlined in the investment agreement;
- 1.1.16. Forward to the Minister and to IQ Immigrants Investisseurs Inc. personal information and documents necessary for the enforcement of the regulation and of the PIIAE;
- 1.1.17. Authorize the Mandatory to conclude transactions with the financial institution of the Applicant in the country of origin of the amount, as defined in the investment agreement, in order to transfer the sums described therein;
- 1.1.18. Authorize, if necessary, the appointment of persons and grant them the mandate for the purposes of safekeeping the Applicant's interests, rights and obligations and to pay the reasonable fees and expenses of any such contracted persons from the amounts in the Applicant's account;
- 1.1.19. Accept and receive term notes in my name confirming the investment, and grant any partial or complete release, remittance, receipt, main-levée, cession of priority or extension of delay related to any privileges, hypothecs, suretyships or real rights affecting any movables in the province of Quebec, the whole according to the conditions and for the price the Mandatory deems appropriate, at his own discretion, and to pay the applicable expenses thereof directly from the Applicant's account, should the case arise;
- 1.1.20. Acquire by transfer or cession or otherwise any movable according to the conditions that the Mandatory deems appropriate at his sole discretion;

- 1.1.21 Grant final release and sell or otherwise dispose of any movable according to the conditions and for the price that the Mandatory will establish at his sole discretion and to pay the applicable expenses directly from the Applicant's account, should the case arise;

**(Completely delete the following article if you do not wish to obtain a loan)**

- 1.1.22 Contract in my name the following loan (hereinafter referred to as the "Loan") with one of the financial institutions:
- 1.1.22.1 An amount up to the difference between the amount set by the regulations in Canadian dollars and the amount in my account plus applicable administrative fees, expenses, fees and commissions that may be payable to the Mandatory, the immigration consultant, the legal advisors or the financial institutions in Canada or abroad, or else, on the day the investment is made in the Applicant's name, plus, at the discretion of the Applicant's Mandatory;
  - 1.1.22.2 An amount sufficient to cover the interests payable to the financial institution pursuant to the Loan; any such amount should be paid to the financial institution during the period of The Loan;
  - 1.1.22.3 For these purposes, and without limiting the extent of the preceding, the Mandatory is authorized by these presents to:
    - a) Open accounts and manage those that are already open;
    - b) Sign any required or useful administrative or legal documents from the financial institution to allow for obtaining a loan, or seeing to its refund, as well as any other transactions required to give full effect to these presents, among the following:
      - i) Deposit and withdraw funds;
      - ii) Transact in these accounts using the applicable forms in the financial institutions or otherwise;
      - iii) Perform any act or sign any document required to implement the present Power of Attorney;
      - iv) Receive statements of account and other documents confirming withdrawals made to the account;
      - v) Verify the accuracy of these statements;
      - vi) Receive and approve of any documents or notices addressed to the Applicant.
    - c) Refund The Loan, make transactions and settle by friendly agreement and set any amounts the Applicant must refund as regards The Loan and/or any rights the Applicant must renounce.
  - 1.1.22.4 Provide surety to any creditor (including to the Mandatory) granting me a loan to guarantee any such loan granted to him/her by the Mandatory or else and, for this purpose, to mortgage and hypothec the amount owed to the Applicant pursuant to the investment or any other value issued in the Applicant's name or for his/her account in relation with the investment made;

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- 1.1.22.5 Make, draw and endorse, sign and execute in the Applicant's name any other deed or document, including any cheques, commercial effects, term notes, bank drafts or payment orders necessary to give full effect to the preceding dispositions, and, in a general manner, perform all actions the Mandatory may deem necessary or desirable as per the present Power of Attorney, the whole with full and same effect as if the Applicant would do it him/herself if he/she was present, the signature of the Mandatory's representative being sufficient to bind the undersigned for the purposes outlined herein;
- 1.1.22.6 Commence, defend or take any legal action or judicial proceeding in the Applicant's name or in the name of the Mandatory as regards any question referred to above and, if the Mandatory deems it necessary, make transactions or refer any legal action or proceeding to arbitration. In such case, the Mandatory is not obliged to act according to the present paragraph unless he/she is certain of obtaining sufficient compensation to cover all costs, expenses and debts he/she may have incurred from the Applicant's account in doing so;
- 1.1.22.7 For the purposes set above, retain the services of lawyers, legal advisors, accountants and other intermediaries, set their fees at a reasonable amount, pay such amounts and reimburse him/herself from the Applicant's account as he/she would deem relevant;
- 1.1.23 Request the help of any person of his/her choice and delegate to this person any of the powers necessary for the purposes set above, namely to recommend a non-refundable financial assistance to the admissible corporation with IQ Immigrants Investisseurs Inc. or one of its subsidiaries, being understood that the Mandatory remains the sole responsible at all times for all acts performed by any such appointed person.
- 1.1.24 In the event of the termination of the investment agreement prior to maturity pursuant to Subsection 5.3 of the investment agreement with the Mandatory, the Applicant acknowledges, in the event that he has incurred debts and obligations for the purposes of an investment with Investissement Québec, that the Mandatory shall reimburse the investment, after deduction of the interest incurred on the immigrant investment loan, the fees and termination penalty on the immigrant investor loan and all administrative and legal fees and commission paid to the representative or mandatory of the Applicant at the time of the investment.

## 2. REVOCATION

- 2.1. The present Power of Attorney cannot be revoked unless the investment agreement signed concurrently with it has been revoked in conformity with the terms and conditions set therein. The revocation of the present Power of Attorney will come into force after:
  - 2.1.1. Accomplishing the required formalities under the investment agreement and
  - 2.1.2. Receiving a formal written notice of revocation by the Mandatory and the financial institution.
- 2.2. The present Power of Attorney is governed by the in force in the Province of Quebec. Only the courts of Quebec and the Supreme Court of Canada are competent to hear any arising out of this Power of Attorney between both parties.

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IN WITNESS THEREOF, the Applicant has signed the present document after having received a translation thereof by the undersigned translator who confirms having good knowledge of the Applicant's native language and the language in which the present document is drafted and having accurately translated the present Power of Attorney on \_\_\_\_\_20\_\_\_\_\_.

I, the undersigned, \_\_\_\_\_, certify having a good knowledge of the Applicant's native language and the language in which the present document has been drafted and certify having accurately translated the present Power of Attorney.

\_\_\_\_\_  
Translator's signature

\_\_\_\_\_  
Name in block letters

IN WITNESS THEREOF, I have signed this Power of Attorney at \_\_\_\_\_, this \_\_\_\_\_day of \_\_\_\_\_20\_\_\_\_\_.

\_\_\_\_\_  
Client's signature

\_\_\_\_\_  
Name in block letters

\_\_\_\_\_  
Applicant's date of birth

\_\_\_\_\_  
Applicant's permanent address

\_\_\_\_\_  
Witness' signature

\_\_\_\_\_  
Name in block letters