

SECURITIES LENDING AGENCY AGREEMENT

This Securities Lending Agency Agreement dated as of _____, 20__ (together with its Schedules and Appendices, as amended or supplemented from time to time, this “**Agreement**”), is entered into between (the “**Manager**”) on its own behalf as well as on behalf of each of its retail clients participating in the Program (as defined below) (each, a “**Client**”) and Natcan Trust Company, in its capacity as securities lending agent, collateral agent and securities intermediary for collateral delivered to each Client (“**NTC**”).

WHEREAS NTC has established a fully-paid securities lending (FPL) program for retail clients (the “**Program**”) whereby NTC, as each Client’s agent, shall arrange for the loan of Clients’ eligible fully-paid-up or excess margin securities to the Financial Markets division of National Bank Financial Inc. (hereinafter referred to as the “**Borrower**” when acting in its capacity as principal with respect to a securities loan under the Program) in order to allow Clients to earn lending fee revenues on such securities;

WHEREAS pursuant to various pre-existing agreements between the Clients and the Manager and/or National Bank Financial Inc., the Manager acts as either introducing broker or portfolio manager to each of its Clients, and National Bank Financial Inc. through its National Bank Independent Network division (“**NBIN**”) acts as either carrying broker or custodian (as the case may be) to each such Client;

WHEREAS each Client has received NTC’s *Fully-Paid Securities Lending Package for Retail Clients*, and has confirmed by signing their *FPL Account Request Form* and *Collateral Account Request Form* (collectively, the “**Client Documentation**”) that it wishes to participate in the Program, has authorized its Manager to execute this Agreement on its behalf, and has authorized NTC to execute on such Client’s behalf (in NTC’s capacity as the Client’s agent) the Global Master Securities Lending Agreement with the Borrower (as amended from time to time, the “**GMSLA**”) governing all loans under the Program, and agrees to be bound by the terms and conditions of both this Agreement and the **GMSLA**; and

WHEREAS each Client has identified which of its cash or margin accounts it wishes to include in the Program (each, a source “**Securities Account**”), and has either (a) granted full discretionary authority to the Manager over its Securities Account, or (b) will issue instructions or provide its prior approval to its Manager with respect to all discretionary decisions to be made with respect to its Securities Account, and in all cases, whether (a) or (b), and has authorized its Manager to take all actions and perform all services for such Client in connection with the Program, as further described in this Agreement; and

NOW THEREFORE this Agreement sets out the terms and conditions according to which NTC agrees to act as each Client’s securities lending agent, collateral agent and securities intermediary for collateral, and the Manager and its Clients agree to participate in the Program.

1. **Appointment.** The Manager hereby confirms that each Client has appointed NTC, and NTC hereby accepts such appointment, as such Client’s securities lending agent, collateral agent and securities intermediary with respect to securities loan transactions entered into under the Program in accordance with the terms of this Agreement and the **GMSLA**. For the purposes of enabling NTC to carry out its functions as agent and securities intermediary under this Agreement, and subject to the terms of this Agreement, each Client has expressly granted NTC the requisite authority over and access to transact in its Securities Account and Collateral Account (defined hereinafter).
2. **Securities Account.** Securities held within each Client’s Securities Account (subject to any security exclusions or maximum account lending ratios specified by the Client) have been selected by each Client via the Manager for participation in the Program, and may be freely

loaned by NTC pursuant to the standing instructions described at Subsection 18(b) of this Agreement if eligible for loan pursuant to the applicable regulatory requirements (the “**Securities**”). Each Client and the Manager agrees that Securities Accounts and the financial assets held therein (including Securities made available to the Program) must be free and clear of third-party interests at all times, including but not limited to liens, claims, security interests and encumbrances.

3. **FPL Account.** In order to participate in the Program, each Client has also opened an FPL account under the same account root number as its Securities Account (each, an “**FPL Account**”). The Manager and each Client acknowledge that this account type has been created for informational and accounting purposes only, to provide Clients with an overview of which of their Securities are currently on loan. For the sake of clarity, FPL Accounts are neither securities accounts nor customer accounts within the meaning of the *Bankruptcy and Insolvency Act* (R.S.C. 1985, c.B-3) and the Coverage Policy of the Canadian Investor Protection Fund. Loaned securities will be transferred out of the Client’s Securities Account, and will be shown in the Client’s FPL Account while on loan, until Equivalent Securities (defined hereinafter) are delivered back to the Client’s Securities Account upon recall or termination of the loan. Loaned securities are not held by National Bank Financial Inc. for the account of a Client while on loan under the Program.
4. **Equivalent Securities.** For the purposes of this Agreement, “Equivalent Securities” has the same definition as provided under the GMSLA, and refers to securities of an identical type, nominal value, description and amount as the loaned Securities. If the loaned Securities consist of securities that are partly paid or have been converted, sub-divided, consolidated, made the subject of a takeover, rights of pre-emption, rights to receive securities or a certificate which may at a future date be exchanged for securities, such new or different securities or other assets shall, effective upon the occurrence of the relevant event, be deemed to become Equivalent Securities.
5. **Business Days.** For the purposes of this Agreement, “Business Day” means any weekday on which both the Toronto Stock Exchange and Montreal Exchange are open for regular trading.
6. **Clients.** The Manager shall only allow clients who meet all the requirements established under the Manager’s internal policies and procedures to join the Program (notably, with respect to the appropriateness of the Program based on the Manager’s suitability and know-your-client assessments of such client, securities available for loan by the client, and the Manager’s knowledge of the risks inherent to securities lending).

The Manager must notify NTC promptly upon a client becoming a Client under the Program by delivering to NTC a copy of such Client’s executed Client Documentation. Each Client shall be bound by the terms of this SLAA and the GMSLA as of its execution of the Client Documentation and until such Client terminates its participation in the Program upon delivery of fifteen (15) Business Days’ prior written notice to NTC via its Manager’s Written Instructions in accordance with Section 24(b) of this Agreement.

7. **Securities Loans.** Clients’ Securities may only be loaned according to: (a) the collateral parameters set out in Schedule A to this Agreement; (b) any requirements or restrictions imposed from time to time under the applicable laws, regulations, or self-regulatory organization rules; and (c) subject to any additional Written Instructions communicated by the Manager on its Clients’ behalf from time to time. Securities loans will be governed by the GMSLA entered into between NTC, as agent for the Clients, and the Borrower. The Manager and each Client acknowledges and agrees that each Client is bound by the terms of the GMSLA with respect to any loans of their securities under the Program.

8. **Standard of Care.** In discharging its responsibilities hereunder, NTC shall exercise its powers and discharge its duties honestly and in good faith, and in connection therewith, shall devote the degree of care, diligence and skill that a reasonably prudent securities lending agent, collateral agent and securities intermediary would exercise in the same circumstances (the “**Standard of Care**”). Each Client and the Manager understands and agrees that this Standard of Care does not require NTC to place a Client’s securities lending interests ahead of the securities lending interests of NTC’s other clients (including affiliated clients).
9. **No Implied Duties.** Nothing in this Agreement shall be understood to imply that in performing the functions described herein, NTC is acting in the capacity of portfolio manager or is providing advice as to the value of securities or as to the advisability of investing in, purchasing, selling or lending securities. NTC shall have no duties or responsibilities whatsoever, except such duties and responsibilities as are specifically set forth in this Agreement and in the GMSLA, and no covenant or obligation shall be implied against NTC in connection with this Agreement.
10. **Loan Opportunities.** NTC shall allocate loan opportunities under this Agreement in accordance with its Standard of Care, and shall treat each Client equitably with other client lenders under the Program in making lending opportunities available hereunder, taking into account the demand for specific securities, availability of securities and other such factors as NTC deems appropriate at its sole discretion.

Nevertheless, the Manager and each Client acknowledges and agrees that: (i) pursuant to the Standing Instructions, NTC shall have the right to accept or decline to make any loans of Securities under the GMSLA, to attribute any Client’s available Securities to such loans, and to recall any loans of Securities under the GMSLA, all at its sole discretion; and (ii) Clients shall have no claim against NTC based on, or relating to, loans made for other clients (including affiliated clients), or loan opportunities refused hereunder, whether or not NTC has made fewer or more loans for any other client than for a Client, and whether or not any loan for another client, or an opportunity refused, could have resulted in a loan made for a Client hereunder.

11. **Borrower and Conflicts of Interest.** The parties agree that Securities shall only be loaned to NBF, an affiliate of NTC, in its capacity as the sole Borrower under the Program. The Borrower will enter into the Securities loans as principal, and shall use the loaned Securities for its own operations and activities (including in connection with short-selling activities), or for the purposes of relending the Securities to affiliates and/or third parties forming part of its network of securities lending counterparties.

The Manager and its Clients acknowledge and accept that the Borrower (as well as any affiliate to which the Borrower has re-loaned the Securities) will earn revenues when using the Securities for their own operations and activities or when relending the Securities to other borrowers. NTC’s good faith obligation to ensure Clients receive fair lending fee rates in the context of the market (further described at Section 17) remains the same regardless of the ultimate use of Securities loaned through the Program.

12. **General Agent Responsibilities.** As more fully described hereinafter, pursuant to its responsibilities as securities lending agent, collateral agent and securities intermediary under this Agreement and in accordance with the GMSLA, NTC shall on behalf of each Client (a) negotiate, initiate and recall loans of Securities; (b) hold, control and manage collateral; (c) collect lending fees; and (d) take any actions deemed necessary or appropriate in order to exercise a Client’s rights or perform a Client’s obligations under this Agreement or the GMSLA.

13. Collateral

- (a) NTC shall ensure that Collateral delivered by the Borrower complies with all legal and regulatory requirements, as well as the collateral requirements described at Schedule A hereto as amended or supplemented from time to time (the “**Collateral**”). NTC shall hold, control and manage Collateral as each Client’s collateral agent and securities intermediary (within the meaning of Ontario’s *Securities Transfer Act*, 2006, S.O. 2006, c. 8) for the benefit of each such Client in accordance with the GMSLA, and shall cause each Client’s respective security entitlements to the Collateral to be credited to the corresponding legally segregated collateral account created under such Client’s unique G1 Lender Module identifier in NTC’s records (each, a “**Collateral Account**”); it being understood that all Collateral held for the benefit of Clients under this Agreement will be operationally commingled with Collateral held for other Clients.
- (b) **Use of Securities Depositories, Securities Intermediaries, Nominees and/or Agents.** NTC may appoint agents, nominees and/or securities intermediaries (which may be affiliated with or otherwise connected to NTC) to conduct any of the services to be performed by NTC under this Agreement or hold Collateral as securities intermediary with a Securities Depository on behalf of Clients, provided that the appointment of such agents, nominees or securities intermediaries shall not relieve NTC from its obligations under this Agreement, and that such agents, nominees and/or securities intermediaries shall be qualified under any applicable laws to carry out such services. NTC may deposit and maintain Collateral in bulk segregation book-entry form in a securities account with a Securities Depository through such securities intermediaries on condition that such bulk segregation securities accounts are maintained separate from the proprietary assets of the securities intermediary, bear the appropriate account designations indicating that such Collateral is held for the benefit of Clients as reflected in NTC’s records, and the securities intermediary waives all adverse claims which it may otherwise have against such securities accounts or the Collateral credited thereto.
- (c) **Required Collateral Percentage.** NTC shall ensure that the aggregate market value of Collateral delivered by the Borrower to a Client corresponds to an amount at least equal to the minimum percentage of the aggregate market value of such Client’s loaned Securities required by any applicable legislation or regulatory authority (the “**Required Collateral Percentage**”).
- (d) **Daily Marking-to-Market.** The aggregate market value of Securities loaned and Collateral held by NTC for a Client shall be monitored and calculated by NTC on a daily basis. NTC is authorized to use any recognized pricing information service in order to perform its valuation responsibilities with respect to loaned Securities and Collateral. The Manager and its Clients agree that NTC shall not be responsible for any losses or damages suffered or incurred as a result of errors or omissions in any such pricing information service.
- (e) **Collateral Calls.** In the event the daily aggregate marked-to-market value of Collateral drops below the Required Collateral Percentage (accounting for any amounts due and payable but unpaid between Clients and the Borrower under the terms of the GMSLA, if any), NTC shall demand prompt delivery from the Borrower of sufficient additional Collateral to satisfy the shortfall. Conversely, if the daily aggregate marked-to-market value of Collateral exceeds the Required Collateral Percentage (accounting for any amounts due and payable but unpaid between Clients and the Borrower under the terms

of the GMSLA, if any), NTC shall, upon the Borrower's request, return any excess to the Borrower.

- (f) **Collateral Substitution.** Pursuant to the terms of the GMSLA, the Borrower may from time to time require the substitution of Collateral already delivered for alternative collateral. NTC may also require the Borrower's delivery of alternative collateral in substitution of Collateral prior to any issuer payment record dates or maturity dates for such Collateral. NTC will ensure such alternative collateral satisfies the requirements described at Schedule A of this Agreement, and will return the substituted Collateral to the Borrower upon receipt of the alternative collateral (which shall then be held, controlled and managed by NTC for the same purpose and subject to the same terms and conditions as the original Collateral delivered by the Borrower).
 - (g) **Collateral Instructions.** The parties understand that orders from the Manager to NTC with respect to the Collateral may be limited or delayed by delays of an administrative or operational nature. The parties agree that NTC shall have up to five (5) Business Days from the Business Day on which such order is deemed to have been received, to execute such order.
 - (h) **Third-Party Interests.** The Manager and each Client agrees that it shall not pledge, encumber, hypothecate, transfer, dispose of, or otherwise grant any third-party interest in any Collateral.
- 14. **Dividend Reinvestment Plans.** Loaned securities are not eligible for participation in an issuer's dividend reinvestment plan (each, a "**DRIP**") and therefore must be formally excluded by the Client upon joining the Program, or recalled from a loan by the Manager by providing ten (10) Business Days' prior written notice to NTC before the record date for an issuer distribution or dividend payment if the Client wishes to receive benefits under the DRIP.
- 15. **Voting.** Each Client hereby waives the right to vote, provide any consent or take any similar action with respect to Securities on loan. Notwithstanding the foregoing, the Manager may recall a loan of Securities on the Client's behalf in accordance with Subsection 24(d) in order to allow the client to exercise such rights.
- 16. **Forms of Securities.** NTC is hereby authorized whenever necessary to perform its obligations under this Agreement to hold securities in non-registered form, whether issued in registered form or bearer form, notwithstanding any provision of any other agreement pursuant to which NTC holds the loaned Securities.
- 17. **Lending Fees and Agent Fees.**
 - (a) **Lending Fees.** The Manager and each Client acknowledge that lending fees paid by the Borrower with respect to the loan of a Client's Securities (the "**Lending Fees**") may fluctuate throughout the term of a loan based on various factors, including the current market value of the loaned Securities and factors that influence the lending fee rate. NTC shall respect its Standard of Care in negotiating and monitoring the lending fee rates applicable to each loan of Securities on behalf of the Clients, by ensuring that such rates correspond to a fair lending fee rate for securities of that kind in the context of the market upon initiation of the loan as well as upon any rerating conducted during the term of the loan. For the sake of clarity, nothing in this Agreement guarantees that a Client will receive the highest possible lending fee rate available in the market for such securities. NTC has sole discretion to take into account factors such as prevailing market rates for loans of various sizes and durations security utilization rates, lending fee rates being

offered to or accepted by the Borrower or its affiliates for identical securities, and the supply and demand for such securities. In exercising its discretion, NTC shall endeavour in good faith to maximize Clients' overall returns on loan opportunities allocated to such Clients under the Program, by balancing lending fee rates, security utilization rates and loan durations.

- (b) **Agent Fees.** In consideration of NTC's services as each Client's securities lending agent, collateral agent and securities intermediary for collateral delivered under the Program, NTC shall receive from each Client a fixed percentage (50%) of the Lending Fees paid by the Borrower to such Client (the "**Agent Fees**"). As compensation for the ongoing client-facing services provided by the Manager to its Clients in connection with the Program and the Manager's responsibilities with respect to know-your-client and suitability assessments, NTC will share a portion of the Agent Fees with the Manager (the "**Manager Fees**"). These Manager Fees may vary over the course of a calendar year based on the cumulative Lending Fees paid by the Borrower in connection with Clients' loans for which the Manager has provided services under Program, as further described at Schedule B of this Agreement.
- (c) **Client Revenues.** For the sake of clarity, a Client shall always retain a fixed percentage (50%) of all Lending Fees paid by the Borrower with respect to the loan of such Client's Securities (the "**Client Revenues**"). Manager Fees (if any) shall be paid from the Agent Fees, not Client Revenues.
- (d) **Collection and Remittance of Revenues and Fees.** NTC will collect all Lending Fees paid by the Borrower to a Client, and will remit such Lending Fees to the Client at the same time that it collects all Agent Fees payable to NTC by the Client from such Lending Fees. NTC shall also simultaneously remit to the Manager any Manager Fees owed from the Agent Fees, if applicable. Lending Fees and Agent Fees will accrue daily, but shall be collected and credited or debited (as applicable) to or from the applicable Client's Securities Account on a monthly basis in arrears (by the fourth (4th) Business Day of the following calendar month, for all such amounts accrued during the previous month.

18. **Process.** As part of the Program's normal processes and procedures:

- (a) Each Client must provide all of the requisite appointments, confirmations, acknowledgments, consents, attestations and/or instructions by signing the Client Documentation (including instructions regarding any securities it wishes to exclude from the Program or the Client's maximum account lending ratio);
- (b) This Agreement confirms and constitutes standing instructions to NTC by each Client via the Manager to arrange for the initiation or recall of loans at NTC's sole discretion with respect to the Securities made available within each Client's Securities Account. The parties agree that NTC's discretion shall be exercised in accordance with and subject to the terms of this Agreement, the Client Documentation, the GMSLA, and any Written Instructions (defined at Section 19) received by NTC from time to time (collectively, the "**Standing Instructions**"). For the sake of clarity, any Written Instructions regarding the exclusion or re-inclusion of a Client's securities from the Program or maximum account lending ratios must be issued or approved by the Client directly, regardless of whether the Manager exercises discretionary trading authority over the Securities Account;
- (c) Pursuant to the Standing Instructions, NTC shall from time to time arrange for the loan of Securities in Clients' Securities Account to the Borrower. Securities selected for a loan

allocation shall be removed from the Client's Securities Account and transferred to the Borrower upon the Borrower's delivery of the requisite Collateral to a Client's Collateral Account;

- (d) NTC will monitor the eligibility of securities made available to the Program pursuant to the applicable regulatory eligibility criteria, and will only initiate loans of Securities which meet such minimum criteria.
- (e) NTC shall establish the market value of all Collateral and loaned Securities at least daily, and shall diligently pursue the Borrower in the event that additional Collateral is required in accordance with Section 13(e) of this Agreement or pursuant to the GMSLA; and
- (f) NTC shall recall any loan of Securities in accordance with Section 24 of this Agreement:
 - (i) upon termination of this Agreement (with respect to a single Client or all Clients) by either the Manager or NTC;
 - (ii) upon receipt of the Manager's Written Instructions for the recall of a specific loan of Securities, or upon NBIN's receipt of sell order instructions with respect to loaned Securities;
 - (iii) upon receipt of Written Instructions to exclude such loaned Securities from the Program, or upon the triggering of any maximum account lending ratio limits specified by the Client in the Client Documentation or via Written Instructions;
 - (iv) within thirty (30) calendar days of such loaned Securities ceasing to meet the applicable regulatory eligibility criteria; or
 - (v) whenever NTC, pursuant to the Standing Instructions, elects at its discretion to recall such loan of Securities.
- (g) Upon the Borrower's delivery of Equivalent Securities to a Client's Securities Account following the recall or termination of a loan, NTC shall return to the Borrower the Collateral delivered in connection with such loan.

19. **Written Instructions and Notices.** For the purposes of this Agreement, "**Written Instructions**" shall mean instructions, notices and any other communications required to be delivered by the Manager in writing pursuant to the terms of this Agreement (including Clients' instructions from time to time regarding securities to be excluded from the Program or maximum account lending ratios). All Written Instructions must be issued by an authorized representative of the Manager (as listed in the certificate of incumbency and list of authorized representatives last provided to NBIN in connection with the IB/CB or Portfolio Manager Services Agreement signed by the Manager, as applicable) (each, an "**Authorized Representative**"), and may be delivered by courier, registered mail, email or other pre-authorized electronic means.

For the purposes of this Section, "**Notices**" shall refer to any notices or communications required to be delivered by NTC in writing pursuant to the terms of this Agreement.

Written Instructions and Notices are deemed received on the date of actual receipt, unless actually received on a date that is not a Business Day, or after the close of business on a Business Day, in which case the Written Instructions and Notices shall be deemed received on the first following Business Day.

The parties' addresses for the purposes of delivery of Written Instructions and Notices are the following:

If to the Manager:

[FIRM NAME]

Address:

Attention:

Email:

Telephone:

Fax:

If to NTC:

Natcan Trust Company (c/o NBIN)
130 King St. W, 30th floor
Toronto ON M5X 1J9

Attention: Mike Tocheri
Email: mike.tocheri@nbc.ca
Telephone: 416-869-8507
Fax: 416-542-2362

20. **Manager Representations and Warranties.** The Manager represents and warrants to NTC, which representations and warranties shall be deemed to be continuing and reaffirmed on any day that a loan of Securities is outstanding, that:
- (a) it is duly organized and validly subsisting in good standing in every jurisdiction where so required under the applicable laws and regulations;
 - (b) it has all of the licenses, registrations, and regulatory or self-regulatory organization approvals and/or non-objections required to carry out its obligations under this Agreement;
 - (c) the Manager has fully explained all risks inherent to securities lending to each Client, has obtained instructions from such Client regarding maximum account lending ratios and security exclusions (if any), and has determined that the Program is appropriate for the Client pursuant to the know-your-client (KYC) and suitability assessments conducted by the Manager;
 - (d) this Agreement has been duly executed and delivered by the Manager (on its own behalf, as well as on behalf of each of its Clients) and constitutes a legal, valid and binding obligation of the Manager and each Client respectively, enforceable in accordance with its terms subject to any applicable laws and regulations;
 - (e) no third parties have any rights regarding financial assets in any Securities Accounts of its Clients (including but not limited to Securities made available to the Program), and said assets are free and clear of all liens, claims, security interests and encumbrances;
 - (f) the performance by the Manager (including any individuals acting on its behalf under the Program) and its Clients of their respective obligations under this Agreement and the

GMSLA will at all times comply with their respective constating documents, if applicable (including any unanimous shareholder agreement, by-law, internal policy or management directive applicable to either the Manager or its Clients), any authorizations or mandate granted to the Manager or such Clients in respect of the Client's participation in the Program, as well as all applicable laws and regulations (including any rules, directives, decisions or orders of any applicable securities regulatory or self-regulatory organizations); and

- (g) each Client is an individual (other than a trust) or a corporation, in each case that is not a non-resident of Canada for the purposes of the *Income Tax Act* (Canada), and has made its own determination as to the tax, legal and accounting treatment of any Lending Fees, Agent Fees (including Manager Fees, if applicable), Client Revenues, Distributions, other payments or property which it may receive or be required to pay hereunder or under the GMSLA, and shall retain its own professional advisors for the purpose of apprising it on specific tax, legal and accounting matters relating to each Securities loan.

21. **NTC Representations and Warranties.** NTC represents and warrants that:

- (a) it is a trust company duly organized and validly subsisting and in good standing under the laws of Canada;
- (b) it has the requisite power and authority under the applicable laws, regulations and its constating documents to enter into and perform its obligations under this Agreement;
- (c) this Agreement has been duly executed and delivered by NTC and constitutes a legal, valid and binding obligation of NTC, enforceable in accordance with its terms subject to any applicable laws and regulations;
- (d) in its capacity as securities intermediary for each Client's Collateral Account, NTC waives all adverse claims which it may have against the applicable Client's Collateral Account or the Collateral credited thereto; and
- (e) it shall not transfer, pledge or re-hypothecate any Collateral held in the form of securities.

22. **Confirmations, Account Statements and Monthly Reports**

- (a) **Confirmations.** The Borrower shall issue and deliver to each Client's Manager a confirmation report consolidating any loan initiations, lending fee rates, loan recalls or loan terminations having occurred on the date of such report (each a "**Confirmation**"), which Confirmations the Manager shall promptly share with the Client.
- (b) **Account Statements.** NBIN shall provide a monthly (for months during which either a new loan has been made by a Client or an outstanding loan has been recalled or terminated) or quarterly (for months in which no such activity has occurred with respect to the Client's Securities) overview of each Client's securities lending activity, which information shall be reflected in the FPL Account sections incorporated into the Client's existing account statements for their Securities Account (the "**Account Statements**").
- (c) **Lending Fees and Agent Fees.** Lending Fees and Agent Fees shall be reported in each Client's Account Statements the month following the calendar month in which such amounts and fees were credited or debited (as applicable) to or from such Client's Securities Account in accordance with Section 17 of this Agreement.

- (d) **Electronic Access.** NBIN shall give the Manager (and, at the Manager's election, each Client) access to a daily overview of lending activity shown via such Client's FPL Account. This access will be provided through the relevant online platforms already used by the Manager (and its Clients, if applicable) to view such Clients' Securities Accounts.
 - (e) **Monthly NTC Client Reports.** NTC will prepare and deliver to each Client's Manager monthly reports detailing each Client's securities loan transactions under the Program during the previous month, including information regarding the date on which each such loan was initiated (and recalled or terminated, if applicable), the quantity of Securities loaned, the lending fee rates paid by the Borrower for such loan (including any rerates during the term of the loan), the current market value of the Securities on loan, Lending Fees paid by the Borrower for the loan (broken down according to net Client Revenues and Agent Fees, as well as any amounts shared with the Manager as Manager Fees if applicable), and a list of all Collateral credited to the Client's Collateral Account as of the date of the report (each, a "**NTC Client Report**"), which reports the Manager shall promptly share with such Client.
 - (f) **Electronic delivery.** The Manager (and each Client, per the applicable Client Documentation) consent to the electronic delivery of Confirmations and NTC Client Reports, regardless of whether or not such consent has been provided to NBIN with respect to Account Statements. The Manager and each Client acknowledge that they may revoke this consent at any time, but that such revocation may render them ineligible for the Program.
23. **Sharing of Information.** As confirmed in the applicable Client Documentation, each Client has consented to NTC's and NBIN's collection, use, and disclosure (between themselves and their affiliates or agents) of such Client's personal and account information for the sole purpose of the services provided by NTC and NBIN to Clients under the Program. Any such collection, use or disclosure shall be conducted in accordance with NTC or NBIN's respective internal policies and procedures regarding the collection, use or disclosure of clients' personal or account information.
24. **Commencing Dates, Terminations, Recalls and Sales of Loaned Securities**
- (a) **Commencing Dates.** This Agreement shall commence for the Manager upon the date indicated at the beginning hereof; and shall commence for each Client on the date indicated in the Client Documentation signed by such Client (the "**Commencing Date**").
 - (b) **Terminations.** Either the Manager or NTC may terminate this Agreement (with respect to a specific Client or all Clients of the Manager) by delivering prior written notice to the other of a minimum of fifteen (15) Business Days. In the event of such termination, the parties shall reasonably cooperate with each other in order to ensure an orderly transition of NTC's responsibilities as set out under this Agreement to another securities lending agent (if applicable), the recall of any outstanding loans under this Agreement, and the delivery of Equivalent Securities and Collateral.
 - (c) **Recalls and Sales.** From time to time, the Manager may issue Written Instructions to NTC directing it to recall specific loaned Securities, or may sell loaned Securities by transmitting sell order instructions directly to NBIN. If a Client or the Manager intends on issuing sell order instructions through a third-party broker (other than NBIN) with respect to a loaned Security, the Manager must first formally recall the loaned Security via Written Instructions to NTC. Upon NBIN's receipt of a sell order instruction or NTC's receipt of Written Instructions for the recall of a Client's loaned Securities, NTC will

promptly recall the loaned Securities from the Borrower. The Client shall be entitled to receive Equivalent Securities in accordance with Subsection (e) hereof.

- (d) **Recalls for Purposes of Voting.** In the event that loaned Securities are recalled for the purpose of exercising a Client's voting rights, the Manager agrees that it shall provide notice via Written Instructions a minimum of ten (10) Business Days' prior to the applicable record date for the corporate event.
- (e) **Deadline for Delivery of Equivalent Securities.** Subject to the special notice requirements or procedures described in Section 14 (*DRIPs*) or Subsections 24(b) or (d) (*Termination; Voting*) of this Agreement, upon receipt of a recall notice or sell order instructions issued through NBIN regarding loaned Securities, the Borrower is obligated to deliver Equivalent Securities by 4:00pm on the last day of the standard settlement period for securities of the same kind (the "**Delivery Deadline**"). Upon the Borrower's delivery of Equivalent Securities, NTC shall return the corresponding Collateral to the Borrower.
- (f) **Operational Delays.** All costs, expenses and risks of operational or administrative delays regarding the Borrower's delivery of Equivalent Securities to the Client's Securities Account by the Delivery Deadline shall be borne by National Bank Financial Inc. exclusively, not the Client. NTC will ensure that in all cases, Equivalent Securities (or in the case of a sale, a cash amount equivalent to the net sale proceeds of such securities ("**Net Sale Proceeds**")) are credited to the client's Securities Account on the applicable settlement date, and National Bank Financial Inc. shall be responsible for any costs or expenses incurred in connection with a purchaser's buy-in of such securities.

25. **Events of Default**

- (a) **Acts of Insolvency.** The Borrower or NTC (as a Client's agent) may elect, upon service of written notice to the other party, to treat certain events as "**Events of Default**" (as defined in the GMSLA) should they occur with respect to the other party, including but not limited to an "**Act of Insolvency**" (as defined in the GMSLA).
- (b) **NTC's Recall of Loans.** In the event NTC anticipates or learns of the occurrence of an Act of Insolvency with respect to the Borrower, NTC shall promptly recall all outstanding loans of Clients' Securities on behalf of such Clients, so that the Borrower is obligated to deliver Equivalent Securities with respect to all such loans within the standard settlement cycle for securities of that kind. Upon a Client's receipt of Equivalent Securities in their Securities Account, NTC shall redeliver the corresponding Collateral to the Borrower. Should the Borrower fail to deliver or arrange for the timely delivery of Equivalent Securities with respect to any such recalled loans, NTC may, at its sole discretion if it reasonably believes it to be in the best interests of Clients, elect to treat the Borrower's Act of Insolvency as an Event of Default with respect to the Borrower.
- (c) **Exercise of GMSLA Recourses.** Upon the occurrence of an Event of Default with respect to the Borrower, NTC shall exercise each Client's rights and obligations as a non-defaulting party under the terms of the GMSLA by liquidating all outstanding loans in accelerating, netting and setting-off any payment and delivery obligations between the Client and the Borrower - including the Borrower's delivery of Equivalent Securities and the Client's return of Collateral with respect to any outstanding loans - for the purposes of determining a close-out amount payable by the party owing a balance to the other (the "**Close-Out Balance**").

- (d) **Purchase and Delivery of Replacement Securities.** As part of this process, NTC shall (on behalf of each Client) liquidate the Collateral and purchase (for delivery to the Client) securities of the same issue, and identical type and description as the Equivalent Securities owed by the Borrower with respect to the outstanding loans being liquidated (the “**Replacement Securities**”). The aggregate costs of such purchase (including all transaction costs) shall be used in calculating the Close-Out Balance in accordance with the GMSLA.
 - (e) **Natcan Indemnity.** If the Borrower owes a Client a Close-Out Balance, NTC shall indemnify such Client by itself purchasing and delivering to the Client such additional Replacement Securities as are necessary to make the Client whole (the “**Natcan Indemnity**”).
 - (f) **If Replacement Securities Unavailable.** If NTC is unsuccessful in purchasing any Replacement Securities because the market for such securities has become illiquid, NTC shall pay to each Client a cash amount equal to the liquidated Collateral proceeds (minus the value of any Close-Out Balance owed to the Borrower by the Client, if applicable, or plus any Natcan Indemnity corresponding to any Close-Out Balance owed by the Borrower to the Client, if applicable).
 - (g) **NTC’s Subrogated Rights.** The Manager and each Client agree, without the execution of any documents or the giving of any notice, that NTC is and will remain subrogated to the Client’s rights against the Borrower under the GMSLA with respect to any Net Sale Proceeds or Natcan Indemnity received by a Client from NTC, and each Client hereby assigns to NTC such rights upon receipt thereof. The Manager and each Client agree to deliver to NTC any documents NTC may require and to fully cooperate with NTC to give effect to its rights of subrogation and assignment hereunder.
26. **Convertible Securities.** The provisions of Section 25 shall not apply in the event that loaned Securities for which the Collateral consists of securities or debt instruments which by their terms are immediately and unconditionally convertible into Equivalent Securities (collectively the “**Convertible Securities**”) are not returned. In such event, NTC’s sole obligation shall be to exercise the conversion and deliver the resulting securities to the Clients.
27. **Manager’s Liability.** The Manager is liable for all client-facing obligations and responsibilities in connection with the securities lending activities carried out pursuant to this Agreement, including but not limited to know-your-client, know-your-product and suitability assessments, and disclosure of all risks associated with securities lending to its Clients.
- The Manager agrees to indemnify and hold harmless NTC from and against any and all costs, expenses, damages, liabilities or claims (including reasonable legal fees and expenses) which NTC or its affiliates may sustain or incur in connection with the services provided under this Agreement (collectively, “**NTC Damages**”), to the extent such NTC Damages are caused by the Manager’s negligence, bad faith, wilful misconduct, or breach of its obligations under this Agreement or under any laws, regulations, or rules of any authority (including self-regulatory organizations) having jurisdiction over the Manager.
28. **No CIPF coverage.** The Manager and its Clients acknowledge and accept that the protection offered by the Canadian Investor Protection Fund (“**CIPF**”) will not apply to any loaned Securities, and that a Client’s recourses under the GMSLA (including its entitlements to Collateral) and the indemnity provided by NTC under Subsection 25(e) of this Agreement will therefore constitute the Client’s sole source of satisfaction in the event Equivalent Securities are not delivered by the Borrower. Moreover, since NTC is not a CIPF member, such coverage will

not apply to any Collateral held for a Client's benefit by NTC. However, each Client's respective entitlements to the Collateral will be protected due to their status as "protected purchasers" and entitlement holders under Ontario's *Securities Transfer Act*, 2006, S.O. 2006, c. 8.

29. **Responsibility for Regulatory and Tax Compliance.** It is the responsibility of the Manager and/or its Clients to satisfy themselves as to any regulatory requirements or restrictions and tax consequences relating to the lending of Securities by the Clients. The Manager agrees to deliver to NTC, promptly upon its request, any form or document, completed accurately and in a manner reasonably acceptable to NTC, that may be required or reasonably requested in order to allow NTC to make a payment to a Client in connection with this Agreement without any deduction or withholding for or on account of any tax obligations. Each Client shall be solely responsible for income tax or capital gains tax incurred as a result of securities lending activity effected pursuant to this Agreement.

For the sake of clarity, NTC makes no representations and gives no advice as to tax treatment of compensation payments especially as they pertain to, but not limited to, cross-border distributions or distributions payable on foreign securities. Each Client is responsible for seeking its own advice on reporting and treatment of such compensation payments, as well as whether or not a securities loan or Event of Default could be treated as a taxable disposition. At no time shall NTC be required to deduct or withhold for or on account of any tax for such distributions or payments unless such deduction or withholding is required by any applicable law. NTC shall not be obliged to pay an additional amount to any Client on account of such deduction or withholding.

30. **Income Received on Loaned Securities.**

- (a) **Income.** For the purposes of this Section 30, "**Income**" has the same definition as provided under the GMSLA, and refers to any interest, dividends or other distributions of any kind whatsoever with respect to any loaned Securities.
- (b) **Client's Rights to Income on loaned Securities.** NTC confirms that for the period during which any such Securities are loaned, each Client is entitled to a sum of money or property equivalent to any Income, as determined under the GMSLA (net of any applicable tax withholding or deductions), which would have accrued to a Client had the Securities not been on loan, and which have not otherwise been received by such Client. Subject to Subsection (c) below or any other agreement between the Borrower and NTC as a Client's agent, the Borrower shall credit the Client's Securities Account with such sum of money or property equivalent to any Income on the date it is paid by the issuer.
- (c) **Income in the Form of Securities.** Where Income is paid by the issuer in the form of securities with respect to Securities loaned by a Client, such securities shall be added to loaned Securities and become part of the relevant loan, to be delivered in the form of Equivalent Securities at the end of such loan.

31. **Transfers to Third Parties.** Except as set forth in this Agreement and as otherwise agreed by NTC and the Borrower, the Manager and its Clients recognize that the Borrower benefits from all of the incident rights of ownership with respect to the loaned Securities until the recall or termination of such loan, including the right to transfer the loaned Securities to third parties.
32. **Entire Agreement and Severability.** This Agreement, including any Schedules or other documents attached hereto or specified as forming a part hereof (including each Client's Client Documentation and the GMSLA), constitutes the entire agreement between the parties with respect to the subject matter hereof and prevails over any prior or other agreement or representation, whether oral or in writing, with respect thereto.

If any provisions of this Agreement are found to be invalid or unenforceable, such invalidity or unenforceability shall not affect the applicability of the other provisions of this Agreement. The invalid or unenforceable provisions shall be fully severable, and the remaining provisions of this Agreement shall be construed and enforced as if such invalid or unenforceable part had not been contained herein.

33. **Parties to the Agreement.** The parties agree that this Agreement constitutes both an agreement between NTC and the Manager (effective as of the date indicated at the beginning of this Agreement); as well as an agreement between NTC and each Client separately, effective in respect of each Client as of the Commencing Date of such Client, with the same effect as if each Client and NTC had executed a separate agreement on such Commencing Date. Without limiting the generality of the foregoing, NTC agrees that its rights and obligations under the Agreement in respect of each Client shall be separate and distinct from its rights and obligations in respect of any other Client. NTC further agrees that the obligations of each Client under this Agreement are several, and not joint nor joint and several.
34. **Successors and Assigns.** This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns, and shall remain valid notwithstanding any incidental, temporary or intermittent closures, or any reopening or any change in the numbering of any accounts under the Program.
- This Agreement and the rights and obligations arising hereunder may only be assigned by the Manager or any Client with the prior written consent of NTC. NTC may assign this Agreement to another party, including any of its affiliates, upon giving sixty (60) days' prior written notice to the Manager.
35. **Governing Law.** This Agreement is governed by the laws of the Province of Ontario. The parties acknowledge that the Province of Ontario is NTC's jurisdiction in its capacity as a securities intermediary under this Agreement.
36. **Execution and Counterparts.** This Agreement and any amendment hereto may be executed and delivered in several counterparts by the Parties by email transmission in pdf format. Such pdf copy of each counterpart, when received, will be deemed to constitute an original, which taken together will constitute a single agreement or instrument.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto have caused this Securities Lending Agency Agreement to be executed as of the date first written above by their respective duly authorized officers.

[FIRM NAME] On its own behalf and on behalf of each of its Clients (as defined herein)	NATCAN TRUST COMPANY
By: _____ Name: Title: By: _____ Name: Title:	By: _____ Name: Title: By: _____ Name: Title:

Schedule “A”

Collateral Schedule

This Schedule A to the *Securities Lending Agency Agreement* between Natcan Trust Company and [FIRM NAME] (the “**Manager**”) dated _____ may be amended or supplemented from time to time upon Natcan’s delivery of the updated version to the Manager.

ACCEPTABLE COLLATERAL ASSETS

Negotiable debt obligations issued or guaranteed by the Governments of United States of America or Canada, provinces of Canada, or eligible foreign (G7) countries including stripped coupons and residuals (margined based on their remaining term to maturity, per the applicable laws, regulations and self-regulatory organization rules).

COLLATERALIZATION

Minimum over-collateralization requirements as to amount: 102% (or such other minimum required pursuant to applicable laws, regulations or self-regulatory organization rules) of the aggregate market value of loaned securities.

Schedule “B”

Manager Fee Schedule

In exchange for [FIRM NAME] (the “**Manager**”)’s services to its clients under the program (the “**Clients**”) as further described in the *Securities Lending Agency Agreement* dated _____, Natcan Trust Company (“**NTC**”) shall pay to the Manager to a percentage of the gross lending fees paid by National Bank Financial Inc. as borrower of the Clients’ securities based on the table below. This percentage shall be paid out of the fifty percent (50%) agent fees received by NTC from such Clients, resulting in a split of such agent fees between the Manager and NTC, with Clients retaining the remaining fifty percent (50%) of all gross lending fees paid by National Bank Financial Inc.

Gross Lending Fee Thresholds *	Split to end-client	Split to Manager	Split to NTC
First \$2M	50%	10%	40%
Next \$3M	50%	15%	35%
After \$5M	50%	20%	30%

* Please note that the Gross Lending Fee threshold amounts are annual cumulative year-to-date amounts based on gross Lending Fees paid by the Borrower on Clients’ loans under the Program during the 12-month calendar period from January 1st to December 31st.

* If a threshold amount is reached during a month in the calendar year, the new split will take effect the following month. Threshold calculations reset at the beginning of each new calendar year.