

CONTRACT OF MANDATE
(special purpose)

BETWEEN:
.....
.....
01 (hereinafter referred to as the "Mandator")

AND:
.....
.....
(hereinafter referred to as the "Mandatory")
(the Mandator and the Mandatory hereinafter collectively referred to as the "Parties")

PREAMBLE

WHEREAS the Mandator wishes to give a special mandate to the Mandatory;

WHEREAS the Mandatory agrees to act according to the special mandate the Mandator wishes to give him;

WHEREAS the Parties wish to evidence their agreement in writing;

WHEREAS the Parties are duly authorized and have the capacity to enter into and perform this Agreement;

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1.00 PREAMBLE

The preamble hereto shall form an integral part hereof.

02 2.00 OBJECT

The Mandator hereby expressly empowers the Mandatory to represent him in the following matter:

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including, but without restricting the foregoing:

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03 3.00 CONSIDERATION

In consideration of the fulfillment of his mandate, the Mandatary shall receive no compensation, as this mandate is by gratuitous title.

OR

In consideration of the fulfillment of his mandate, the Mandatary shall receive the following compensation:

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This compensation shall be payable as follows:

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4.00 SPECIAL PROVISIONS

4.01 Obligations of the Mandatary

Unless otherwise stated in this Agreement, the Mandatary shall:

- a) act with care and diligence;
- b) act with honesty and faithfulness in the best interest of the Mandator;
- c) not exercise his powers to serve his own interest or the interest of a third person;
- d) not place himself in a position that puts his own interest in conflict with that of the Mandator;
- e) inform the Mandator, if requested, or where the circumstances warrant it, on the state reached in the performance of the mandate;
- f) personally fulfill the mandate;
- g) if the interest of the Mandator so requires, appoint a third person to replace him where unforeseen circumstances prevent him from fulfilling the mandate and he is unable to inform the Mandator in due time;
- h) if the interest of the Mandator so requires, seek assistance of another person and delegate powers to this person for that purpose;
- i) not, even by through an intermediary, become a party to an act which he has accepted to perform for the Mandator;
- j) not use for his own benefit the information he obtains or any property he is charged to receive or to administer in carrying out his mandate;
- k) not dispose, by gratuitous title, of the property entrusted to him; nevertheless, he will be able to do so, if such property is of low value and its disposal is made for the benefit of the Mandator or for the purpose pursued;
- l) not renounce a right which belongs to the Mandator or is part of his patrimony, without having a valid counterpart;
- m) promptly inform the Mandator that he has fulfilled his mandate;
- n) respect the obligations imposed upon him by law; and
- o) act within the limits of the powers entrusted to him by this Agreement.

4.02 Obligations of the Mandator

Unless otherwise stated in this Agreement, the Mandator shall:

- a) cooperate with the Mandatary in order to facilitate the fulfillment of the mandate;
- b) advance, if required by the Mandatary, the necessary sums of money for the performance of the mandate;
- c) reimburse to the Mandatary reasonable expenses and interest due since the day such expenses were disbursed;

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Mandator Mandatary
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