

**INDUSTRIAL ALLIANCE INSURANCE AND FINANCIAL SERVICES INC.**

**(the Company)**

**By-Law 2018-1 establishing the arrangement of the Company**

BY-LAW 2018-1 IS ADOPTED IN THE FOLLOWING FORM:

1. The Plan of Arrangement, of which the complete text is appended, is approved.
2. To the extent that this by-law is confirmed and ratified by the holders of Common Shares of the Company in compliance with the provisions of the *Companies Act* (Quebec), any director or corporate officer of the Company is authorized to execute and deliver all documents, forms, acts and instruments and to perform all acts or things necessary or desirable to give effect to the arrangement.
3. Notwithstanding that this by-law has been confirmed and ratified by the holders of Common Shares and sanctioned by the Superior Court of Quebec (district of Quebec City), the Board of Directors of the Company may cancel this by-law at any time prior to the issuance of the supplementary letters patent, the certificate of arrangement, the certificate of amendment or any other document required by or acceptable to the Quebec Enterprise Registrar.

ADOPTED by the directors of the Company subject to CONFIRMATION and RATIFICATION by the holders of common shares of the Company at the shareholders' meeting to be held on May 10, 2018 or any other date of the meeting as amended or postponed.

This is evidenced by the signature of the President and Chief Executive Officer and the Secretary of the Company.

The President and Chief Executive Officer

Signed: Yvon Charest

The Corporate Secretary

Signed: Jennifer Dibblee

**SCHEDULE A**  
**PLAN OF ARRANGEMENT**  
**(see attachments)**

**EXHIBIT 1**  
**to the ARRANGEMENT AGREEMENT**

**PLAN OF ARRANGEMENT PURSUANT TO SECTION 49**  
**OF THE COMPANIES ACT (QUEBEC) AND**  
**SECTION 414 OF THE BUSINESS CORPORATIONS ACT (QUEBEC)**

**SECTION 1**  
**INTERPRETATION**

- 1.1 In this Plan of Arrangement, unless otherwise dictated by the context:
- (a) **“Arrangement”** means, collectively, the arrangement pursuant to section 49 of the Companies Act with respect to iAIFS and the arrangement pursuant to section 414 of the Business Corporations Act with respect to iA Financial Corporation, the whole as set out in this Plan of Arrangement;
  - (b) **“Business Corporations Act”** means the *Business Corporations Act* (Quebec), as amended to date;
  - (c) **“Companies Act”** means the *Companies Act* (Quebec), as amended to date;
  - (d) **“Effective Date”** means the effective date of the Arrangement, being the date shown on the supplementary letters patent, the certificate of arrangement, the certificate of amendment or on any other document required by or acceptable to the Quebec Enterprise Registrar giving effect to the Arrangement with respect to iAIFS and on the articles of arrangement giving effect to the Arrangement with respect to iA Financial Corporation;
  - (e) **“iA Financial Corporation”** means iA Financial Corporation Inc.;
  - (f) **“iA Financial Corporation Common Shares”** means the common shares without par value in the share capital of iA Financial Corporation;
  - (g) **“iA Financial Corporation Dividend Reinvestment Plan”** means iA Financial Corporation’s dividend reinvestment and share purchase plan that will be implemented by iA Financial Corporation on the Effective Date by operation of this Plan of Arrangement;
  - (h) **“iA Financial Corporation Stock Option Plan”** means the stock option plan for service providers of iA Financial Corporation and certain of its subsidiaries that will be implemented by iA Financial Corporation on the Effective Date by operation of this Plan of Arrangement;
  - (i) **“iAIFS”** means Industrial Alliance, Insurance and Financial Services Inc.;
  - (j) **“iAIFS Common Shares”** means the common shares without par value in the share capital of iAIFS;
  - (k) **“iAIFS Director Share Unit Program”** means the differed salary into share units program for directors adopted on May 2, 2001 and amended on November 2, 2016;
  - (l) **“iAIFS Distribution Channel Share Purchase Plan”** means the share purchase plan with respect to iAIFS’ distribution channels dated May 2013;
  - (m) **“iAIFS Dividend Reinvestment Plan”** means iAIFS’ dividend reinvestment and share purchase plan with an effective date of November 7, 2012;
  - (n) **“iAIFS Management Share Purchase Plan”** means the share purchase plan for senior managers of iAIFS and certain of its subsidiaries adopted on February 12, 2015;

- (o) **“iAIFS Management Share Unit Program”** means the differed salary into share units program for iA Financial Corporation senior managers adopted on May 2, 2001 and amended on November 2, 2016;
- (p) **“iAIFS Mid-Term Incentive Plans”** means the performance share unit plans for members of iAIFS’s senior management providing for the awarding of performance share units (PSUs) to eligible senior managers adopted on May 10, 2012 (amended on April 29, 2015) and February 10, 2016;
- (q) **“iAIFS Share Purchase Plan”** means the share purchase plan for employees of iAIFS and certain of its subsidiaries adopted on February 12, 2015;
- (r) **“iAIFS Stock Option Plan”** means the stock option plan for service providers of iAIFS (as defined in the plan) adopted on February 10, 2001 and amended on February 9, 2005, February 13, 2008 and February 13, 2014;
- (s) **“Other iAIFS Plans”** means, collectively, the iAIFS Director Share Unit Program, the iAIFS Management Share Unit Program, the iAIFS Distribution Channel Share Purchase Plan, the iAIFS Share Purchase Plan, the iAIFS Management Share Purchase Plan and iAIFS’ Mid-Term Incentive Plans; and
- (t) **“TSX”** means the Toronto Stock Exchange.

**SECTION 2  
SUMMARY OF THE ARRANGEMENT**

- 2.1 All iAIFS Common Shareholders shall cease, by reason of the exchange of their iAIFS Common Shares for iA Financial Corporation Common Shares, to be shareholders of iAIFS and shall become holders of iA Financial Corporation Common Shares.
- 2.2 The exchange of iAIFS Common Shares for iA Financial Corporation Common Shares will take place on the Effective Date.

**SECTION 3  
THE ARRANGEMENT**

- 3.1 On the Effective Date, the following events will take place, and will have been deemed to have taken place without any other measure of formality, in the following order:
  - (a) the following will occur contemporaneously:
    - (i) all of the iAIFS Common Shares shall be transferred and deemed to be transferred to iA Financial Corporation in exchange for iA Financial Corporation Common Shares to be issued by iA Financial Corporation on the basis of one (1) iA Financial Corporation Common Share for each iAIFS Common Share; and
    - (ii) all of the iA Financial Corporation Common Shares held by iAIFS immediately before the Arrangement becomes effective shall be cancelled without any consideration;
  - (b) with respect to each registered holder of iAIFS Common Shares to whom the preceding subsection 3.1(a)(i) applies:
    - (i) such holder’s iAIFS Common Shares shall be transferred and be deemed to be transferred to iA Financial Corporation;

- (ii) such holder shall cease to be a holder of iAIFS Common Shares and such holder's name shall be removed from the register of the holders of iAIFS Common Shares with respect to such iAIFS Common Shares transferred to iA Financial Corporation; and
  - (iii) there shall be allotted and issued to such holder as fully paid and non-assessable shares the number of iA Financial Corporation Common Shares calculated on the basis set forth in the preceding subsection 3.1(a)(i) and such holder's name shall be entered in the register of the holders of iA Financial Corporation Common Shares as the registered holder of such iA Financial Corporation Common Shares;
- (c) iA Financial Corporation shall be and be deemed to be the transferee and sole holder of the iAIFS Common Shares so transferred to it; its name shall be entered in the register of the holders of iAIFS Common Shares; and it shall, as soon as reasonably practicable, be entitled to receive certificates representing such iAIFS Common Shares;
- (d) the share certificates representing the iAIFS Common Shares shall be deemed to represent for all purposes iA Financial Corporation Common Shares, but the registered holders thereof shall, as soon as reasonably practicable, be entitled to receive on request certificates representing such iA Financial Corporation Common Shares;
- (e) the options to purchase iAIFS Common Shares ("**iAIFS Stock Options**") issued and outstanding pursuant to the iAIFS Stock Option Plan are, and shall be deemed to be, exchanged for the same number of options required to purchase iA Financial Corporation Common Shares issued pursuant to the iA Financial Corporation Stock Option Plan and on the same terms and conditions, at the same exercise price pursuant to the terms of the iAIFS Stock Options exchanged. Immediately after this exchange, all issued and outstanding iAIFS Stock Options will be cancelled;
- (f) the iAIFS Dividend Reinvestment Plan will be replaced by the iA Financial Corporation Dividend Reinvestment Plan and iA Financial Corporation will assume the rights granted to the participants as well as the elections made by them pursuant to the iAIFS Dividend Reinvestment Plan in accordance with the same terms and conditions, *mutatis mutandis*;
- (g) the Other iAIFS Plans will be amended in order to take into account this Arrangement and to add iA Financial Corporation as a party whose common shares are listed on the TSX in replacement of iAIFS, the whole with the necessary amendments, as the case may be;
- (h) iA Financial Corporation's authorized share capital shall be the share capital described in Schedule A;
- (i) iA Financial Corporation's by-laws shall be those attached hereto as Schedule B;
- (j) all mandates, resolutions, charters, policies, codes of professional conduct and ethics and delegations of authority adopted by the iAIFS Board of Directors that are in effect immediately before the Effective Date shall be deemed to be adopted by the board of directors of iA Financial Corporation;
- (k) the directors of iA Financial Corporation shall be the same as those directors of iAIFS immediately before the Effective Date, and such directors shall continue in office until the close of the first annual meeting of iA Financial Corporation or until their respective successors have been duly elected or appointed;
- (l) the external auditors of iA Financial Corporation shall be Deloitte LLP, who shall continue in office until the close of the first annual meeting of Common Shareholders of iA Financial Corporation. The directors of iA Financial Corporation will be authorized to determine the compensation of the external auditors as such; and

- (m) unless changed in accordance with the applicable laws, the financial year of iA Financial Corporation shall end on December 31 of each year.

## **SECTION 4 CERTIFICATES**

### **4.1 Share Certificates**

On the Effective Date, the existing iAIFS Common Share certificates shall be deemed, for all intents and purposes to represent the same number of iA Financial Corporation Common Shares. As soon as possible after the Effective Date, iA Financial Corporation shall cause to be delivered to its transfer agent the share certificates representing the iA Financial Corporation Common Shares that the registered holders of iAIFS Common Shares are entitled to receive on presentation of their iAIFS Common Share certificates for cancellation pursuant to the Arrangement, and the iA Financial Corporation transfer agent will deliver to such registered holders the certificates for the said iA Financial Corporation Common Shares according to a ratio of one iA Financial Corporation Common Share for each iAIFS Common Share held by such registered holders.

### **4.2 Delivery of Share Certificates**

Starting on the Effective Date, each share certificate representing a specified number of iAIFS Common Shares that was outstanding before the Effective Date shall represent the same number of iA Financial Corporation Common Shares and the registered holders' right to receive a certificate representing the number of iA Financial Corporation Common Shares represented by such certificate.

**SCHEDULE A**

**Description of iA Financial Corporation's Authorized Share Capital**

**ANNEX A**

**TO THE PLAN OF ARRANGEMENT OF**

**iA SOCIÉTÉ FINANCIÈRE INC. / iA FINANCIAL CORPORATION INC.**  
**(the Corporation)**

**Description of iA Financial Corporation's Authorized Share Capital**

- A.** The authorized share capital as provided in Annex A of the Articles of Constitution of the Corporation dated February 20, 2018 (the **Articles of Constitution**), is hereby amended as follows:
- a) to create the following new classes of shares:
    - an unlimited number of Common shares without par value; and
    - an unlimited number of Class A Preferred shares without par value, issuable in series;
  - b) to add the rights and restrictions attaching to the new classes of Common shares and Class A Preferred shares, the whole as set out in Annex A-1 hereto; and
  - c) to repeal the original class of Common shares created under the Articles of Constitution, none of which are issued and outstanding following the above changes;

so that the authorized share capital of the Corporation now consists into an unlimited number of Common shares and an unlimited number of Class A Preferred shares, issuable in series, all without par value, following the issuance of the Certificate of Arrangement, said shares carrying the rights and restrictions set out in Annex A-1 hereto.

- B.** The restrictions on the transfer of instruments and shares as provided in Annex B of the Articles of Constitution and the other provisions as provided in Annex C of the Articles of Constitution are hereby repealed and replaced, the whole as set out in Annex A-2 hereto.



## ANNEX A-1

### TO THE PLAN OF ARRANGEMENT OF

#### IA SOCIÉTÉ FINANCIÈRE INC. / IA FINANCIAL CORPORATION INC. (the Corporation)

#### Common shares and Class A Preferred shares

##### 1. Share Capital

The share capital of the Corporation consists of (a) an unlimited number of common shares without par value (the "Common Shares") and (b) an unlimited number of Class A Preferred shares without par value, issuable in series (the "Class A Preferred Shares").

##### 2. Common Shares

The following rights and restrictions will attach to the Common Shares.

2.1 **Dividends.** Subject to the prior rights of the holders of Class A Preferred Shares and any other shares ranking senior to the Common Shares with respect to the payment of dividends, the holders of Common Shares will be entitled to receive such dividends as may be declared by the board of directors of the Corporation out of the sums duly allocated to the payment of shareholder dividends, in such amounts and in such form as the board of directors of the Corporation may establish, and all dividends that the board of directors of the Corporation may declare on the Common Shares shall be declared and paid in equal amounts per share on all the Common Shares outstanding at the time.

2.2 **Dissolution.** In the event of liquidation, winding-up or dissolution of the Corporation, whether voluntary or involuntary, or any other distribution of its assets to its shareholders for the precise purpose of winding up its affairs, subject to the prior rights of the holders of Class A Preferred Shares and any other shares ranking senior to the Common Shares with respect to the distribution of property upon liquidation, winding-up or dissolution of the Corporation, the holders of Common Shares will be entitled to receive the remaining assets of the Corporation relating to shareholders in an equal amount per share, without any share being entitled to any priority over any other share.

2.3 **Voting.** The holders of Common Shares will be entitled to receive notice of and to attend all meetings of shareholders of the Corporation, and they will have one vote for each Common Share held at every meeting of shareholders of the Corporation, with the exception of meetings at which only the holders of shares of another class or particular series of the Corporation are entitled to vote separately as a class or series.

2.4 **Notice of meeting.** The formalities to be observed with respect to the giving of notice of any meeting or adjourned meeting, the quorum required therefor and the conduct thereof will be those required by law and those, if any, specified in the by-laws or resolutions of the Corporation with respect to meetings of shareholders.

##### 3. Class A Preferred Shares

The following rights and restrictions will attach to the Class A Preferred Shares as a class.

3.1 **Power of the board of directors of the Corporation to issue one or more series of shares.** The board of directors of the Corporation may issue Class A Preferred Shares in one or more series. Before any shares of a series are issued, the board of directors of the Corporation will determine the number of shares comprising the series and, subject to the restrictions set out in the Corporation's articles, the designation of and the rights and restrictions attaching to the Class A Preferred Shares of the series. Before any shares of a series are issued, the directors shall amend the articles so as to indicate therein the number, the designation of and any rights and restrictions determined for such series by the board of directors of the Corporation.

3.2 **Ranking of Class A Preferred Shares.** The rights and restrictions attaching to any series of Class A Preferred Shares will not confer any priority on that series over any other series of Class A Preferred Shares in relation to dividends or return of capital.

With respect to the payment of dividends and the distribution of property upon liquidation, winding-up or dissolution of the Corporation, whether voluntary or involuntary, or any other distribution of the Corporation's assets to its shareholders for the precise purpose of winding up its affairs, the Class A Preferred Shares will rank senior to the Common Shares and to any other shares ranking junior to the Class A Preferred Shares.

If any declared or undeclared cumulative dividends, any declared non-cumulative dividends or any amounts payable on account of return of capital are not paid in full on any series of Class A Preferred Shares, such dividends shall be apportioned pro rata among the Class A Preferred Shares of all series based on the amounts that would be payable on the said shares if all the said dividends were declared and paid in full, and regarding return of capital, based on the amounts that would be payable on account of such return of capital if all the said amounts so payable were paid in full. However, if the property is not sufficient to pay all claims in the aforementioned manner, the claims of the holders of Class A Preferred Shares on account of return of capital shall be paid first and any remaining property shall be applied toward payment of the claims on account of dividends. Additional priority rights may also attach to the Class A Preferred Shares of any series provided that such rights are not incompatible with the rights and restrictions attaching to the Class A Preferred Shares as a class relative to the Common Shares and to any other shares ranking junior to the Class A Preferred Shares, as such rights and restrictions may be determined in relation to such series of Class A Preferred Shares.

3.3 **Voting.** Except as provided hereinafter, as required by law or as set out in the rights and restrictions attaching to a series of Class A Preferred Shares, the holders of Class A Preferred Shares, as a class, will not be entitled to receive notice of, attend or vote at any meetings of shareholders of the Corporation.

3.4 **Change with approval of the holders of Class A Preferred Shares.** The rights and restrictions attaching to the Class A Preferred Shares as a class may only be amended or removed with the approval of the holders of Class A Preferred Shares given as hereinafter specified.

3.5 **Approval of the holders of Class A Preferred Shares.** The approval of the holders of Class A Preferred Shares to amend or remove any rights and restrictions attaching to the Class A Preferred Shares as a class, or in regard to any other matter requiring the consent of the holders of Class A Preferred Shares, may be given in such manner as may then be required by law, provided that such approval be given by resolution passed by an affirmative vote of at least two thirds (2/3) of the votes cast at a meeting of the holders of Class A Preferred Shares duly called for such purpose at which meeting the holders of at least one quarter (1/4) of the outstanding Class A Preferred Shares were present in person or represented by proxy. If the holders of at least one quarter (1/4) of the outstanding Class A Preferred Shares are not in attendance or represented by proxy at such meeting within 30 minutes following the time scheduled for the holding of the meeting, the meeting will be adjourned for at least 15 days and the chairman of the meeting will decide on the time and place for the adjourned meeting. Prior notice of at least seven days will be given in respect of the adjourned meeting. At the adjourned meeting, the holders of Class A Preferred Shares who are present in person or represented by proxy thereat may transact the business for which the meeting was originally called and any resolution passed thereat by an affirmative vote of at least two thirds (2/3) of the votes cast will mean that the approval of the holders of Class A Preferred Shares as aforementioned has been given.

The formalities to be observed with respect to the giving of notice and the conduct of any meeting or adjourned meeting will be those specified in the by-laws of the Corporation or in resolutions of the Corporation adopted by the board of directors with respect to meetings of shareholders or those required by law. On any ballot taken at any meeting of the holders of Class A Preferred Shares as a class, or at any joint meeting of the holders of two or more series of Class A Preferred Shares, each holder of such shares entitled to vote thereat will have one vote for each Class A Preferred Share held.

**ANNEX A-2**

**TO THE PLAN OF ARRANGEMENT OF**

**iA SOCIÉTÉ FINANCIÈRE INC. / iA FINANCIAL CORPORATION INC.  
(the Corporation)**

**Restrictions on the transfer of instruments or shares**

The holding of voting shares of the Corporation is subject to any restrictions that would apply under law, including those described in Division IV of *An Act respecting Industrial Alliance, Life Insurance Company*, S.Q. 1999, c. 106, as amended.

**Other provisions**

Subject to the provisions of *An Act Respecting Insurance*, R.S.Q., c. A-32 (the **Insurance Act**), the board of directors may appoint one or more additional directors to hold office for a term expiring not later than the close of the next annual shareholders meeting, provided that the total number of directors so appointed may not exceed one third of the number of directors elected at the previous annual shareholders meeting.

**Holding of Voting Shares**

For greater certainty, the arrangement will not result in any person holding, alone or with its associates within the meaning of section 49 of the Insurance Act, 10% or more of the voting rights attached to the Corporation's Common Shares.

**ANNEX B**

**BY-LAWS OF IA FINANCIAL CORPORATION INC.**

**IA FINANCIAL CORPORATION INC.**

**BY-LAWS**

Translation of the French version

Adopted as part of a plan of arrangement sanctioned by  
the Superior Court of Quebec on \_\_\_\_\_, 2018

True copy of the original

Jennifer Dibblee, Corporate Secretary

## BY-LAWS

### Article 1 – Definitions

In this by-law,

- a) “QBCA” means the *Business Corporations Act* (Quebec)
- b) “Corporation” means iA Financial Corporation Inc.

### Article 2 – Corporate Name

The name of the Corporation in French is ia Société financière inc. and in English, iA Financial Corporation Inc.

### Article 3 – Head Office

The head office of the Corporation is located at 1080 Grande Allée West, Quebec, district of Quebec, or any other location in the City of Quebec as may be determined from time to time by a resolution of the board of directors.

### Article 4 – Seal

The Corporation shall have a seal in a form that is approved from time to time by the board of directors.

### Article 5 – Annual Meeting

The chair of the board or, in his/her absence, the president and chief executive officer or, in their absence, a vice-chair of the board of the Corporation (if any), and the Corporation’s secretary or, in his/her absence, an assistant secretary, shall act as chair and secretary respectively of any annual or special meeting of the Corporation.

### Article 6 – Special Meeting

The board of directors may, when it deems appropriate, and must, upon receipt of a written request signed by the holders of at least ten percent (10%) of shares conferring the right to vote at the meeting requested, convene a special meeting to consider any business specified in such request.

### Article 7 – Calling of Meetings and Notices

All annual or special meetings of the Corporation shall be convened by a notice specifying the date, time, location, and purpose of the meeting.

Notice of any shareholder meeting must be given to shareholders entitled to vote at such meeting and to each director no less than twenty-one (21) and no more than sixty (60) days prior to the date set for the meeting.

Irregularities in a notice of meeting or transmission thereof, inadvertent failure to give such a notice of meeting to a shareholder, or the non-receipt of a notice of meeting by a shareholder do not invalidate the actions or measures taken at the meeting.

### Article 8 – Quorum

The quorum for a meeting of shareholders shall be attained when at least three (3) common shareholders having over twenty-five percent (25%) of the votes are present or represented.

#### **Article 9 – Shareholders’ Rights**

The shareholders of the Corporation are entitled to all the rights and privileges granted to shareholders by law.

Anyone entitled to attend a meeting of shareholders may do so by any means that allow all participants to immediately communicate with one another, if the Corporation makes such means available to shareholders. A shareholder who attends such a meeting may vote, as required, by any means made available to shareholders by the Corporation that permit votes to be both counted and subsequently verified and that preserve the secrecy of voting when such voting is required.

#### **Article 10 – Right to Vote at Meetings and Shareholder Decisions**

Voting at meetings shall be by a show of hands unless, prior to or following any vote by a show of hands, the meeting chair or any shareholder or proxyholder requests a ballot vote on issues he/she is entitled to vote on. For a vote by a show of hands, shareholders shall be entitled to one vote per person. If the vote is by ballot, the holders of common shares shall be entitled to one vote per common share held. Unless a ballot vote is requested, the declaration by the meeting chair, as duly noted in the minutes of the meeting, that a resolution has been carried, unanimously carried, carried by a particular majority, or not carried shall be evidence of that fact in the absence of any evidence to the contrary.

The decisions made by a majority vote at a meeting shall be considered the decisions of all shareholders, except in the event where more than a majority vote or the consent of more than a majority vote is required under the Corporation’s articles, the law, or a special provision of the Corporation’s by-laws.

#### **Article 11 – Proxies**

When a ballot vote is taken at any annual or special meeting, anyone who is entitled to vote may vote in person or by proxy.

All proxies must be in writing and signed by the mandator or his/her attorney authorized in writing. Proxies issued by a corporation must be signed by a duly authorized representative thereof.

To be valid, all proxies authorizing a proxyholder to vote at an annual or special meeting must have been received by the Corporation at least forty-eight (48) hours, excluding Saturdays and holidays, preceding the date of the meeting or of its resumption after an adjournment.

#### **Article 12 – Scrutineers**

The chair of any annual or special meeting may appoint one or more individuals, whether or not such individuals are shareholders, to act as a scrutineer or scrutineers at such meeting.

#### **Article 13 – Adjournment**

The chair of an annual or special meeting of the Corporation may, with the consent of the meeting and without further notice, adjourn such meeting to a date less than thirty (30) days following such adjournment at a specific time and place. If the date of the adjourned meeting is after such period of less than thirty (30) days, notice of such adjourned meeting shall be given in the manner prescribed in Article 7 above as for a new meeting.

#### **Article 14 – Solemn Declaration**

The president and chief executive officer or the corporate secretary may require anyone in whose name a share of the Corporation is registered to remit a solemn declaration concerning the following:

- a) The beneficial ownership of such share;
- b) Whether the shareholder is controlled by or controls any other shareholder;

- c) The name of any other person who is related to the shareholder (within the meaning of the QBCA) and, to the shareholder's knowledge, holds shares in the Corporation; and
- d) Any matter that the president and chief executive officer or the secretary of the Corporation may deem relevant for purposes of the law.

#### **Article 15 – Share Transfers**

The president and chief executive officer or the Corporation's secretary may require any person wishing to transfer a share registered in the name of such person or issue a share to such person to remit a solemn declaration as if such person were a shareholder.

#### **Article 16 – Failure**

If any person wishing to exercise the voting rights attached to the shares of the Corporation that are held by such person fails to remit a declaration in accordance with the requirements herein, the shareholder may not vote his/her shares.

#### **Article 17 – Number of Directors**

The board of directors shall be composed of no fewer than nine (9) and no more than twenty-one (21) directors. The number of directors to be elected by shareholders at a meeting of the shareholders of the Corporation shall be those set by the directors prior to the holding of the meeting. The directors may appoint one or more additional directors, who shall cease to hold office no later than at the close of the next annual meeting following their appointment, as long as the total number of such appointed directors does not exceed one-third ( $\frac{1}{3}$ ) of the number of directors elected at the annual meeting preceding the appointment.

#### **Article 18 – Term of Office**

The term of office of each elected director shall be one (1) year. Directors shall be elected by a majority vote of shareholders eligible to vote. The term of office shall start on the date of election and end on the date of the annual meeting following election or at the time a successor is elected.

#### **Article 19 – Meetings of the Board of Directors**

The board of directors shall meet regularly at least four (4) times per year. The directors shall determine, from time to time, the location of and the procedure for convening meetings, as well as the conduct of meetings of the board of directors and committees thereof.

#### **Article 20 – Meetings and Notices**

Meetings of the board of directors shall be held on the dates and at the times and locations established by the board of directors and communicated in writing to the directors, without further notice. However, a notice referring to matters to be dealt with at these meetings and relating to powers that the board of directors may not delegate under the law, must be sent in the manner and within the time specified hereunder, as for a special meeting.

Special meetings of the board of directors may be called at any time by the chair of the board, the president and chief executive officer, or five (5) directors. In such case, a notice sent by the secretary stating the subject, location, day, and time of such special meeting and referring to matters relating to powers that the board of directors may not delegate under the law, must be sent to each director by mail or by any means of telephone or electronic communication at least twenty-four (24) hours prior to the time and date fixed for the special meeting,

Special meetings of the board of directors may be held without notice when all the directors are present or when the directors who are absent have waived notice of such meeting in writing prior to, during, or after the meeting.

Any meeting of the board of directors or a committee thereof may be held by telephone or by any other means enabling all the participants to communicate with one another; the participants at such meeting are then deemed to have attended the meeting.



**Article 21 – Quorum for Board of Directors Meetings**

The presence of more than one-half of the directors shall constitute a quorum at meetings of the board of directors. If the quorum required for a vote on a resolution is not attained solely because a director is not entitled to take part in the deliberations under the law, the other directors present shall be deemed to constitute a quorum for voting purposes.

**Article 22 – Voting**

Any matters raised at board meetings shall be decided by a majority vote of directors present, with each director being entitled to one vote.

**Article 23 – Vacancies**

The term of office of a director shall end if the director becomes ineligible to continue serving his/her term, notably if the director ceases to be qualified under the law or the Corporation's by-laws, submits his/her written resignation or is removed from office.

**Article 24 – Appointments**

If a vacancy occurs on the board of directors, the directors, if they constitute more than half the board, may fill such vacancy by appointing a director for the remainder of the term of the director whose office has been vacated.

If the directors remaining in office constitute more than half the board, they shall not be bound to fill any vacancy on the board and may continue to act alone until the next annual meeting of the Corporation.

**Article 25 – Committees of the Board**

The board of directors may form one or more committees composed of directors and delegate powers to them as permitted by law. The board of directors shall determine, from time to time, the mandate and composition of each committee it forms and the rules that apply for holding and conducting meetings, notably their quorum.

**Article 26 – Election or Appointment of Executives**

At the first meeting of the board of directors following the annual meeting, the directors shall elect from among themselves the chair of the board, one or more vice-chair of the board at their discretion, and a chair for each committee formed by the board. They shall also appoint a president and chief executive officer, a secretary, and, if they deem appropriate, one or more assistant secretaries. Failing such election or appointment, the individuals then in office shall continue to hold office until their successors are elected or appointed. The board of directors may also appoint one or more vice-presidents from among the members of the Corporation's staff.

To the extent that it deems appropriate, the board of directors may also modify the titles and duties of the Corporation's executives, designate new offices, or abolish certain offices, subject to the provisions of laws and regulations in force.

**Article 27 – Chair of the Board**

The chair of the board shall preside over all annual and special meetings of the Corporation and all meetings of the board of directors; shall be an ex officio member of all board committees, may vote on such committees, and shall be counted for the purposes of quorum at committee meetings; shall ensure that all decisions of the board of directors are executed; and shall exercise such powers as may be assigned to him/her by the board of directors. Unless an applicable proxy provides otherwise, the chair of the board shall further act as proxyholder for shareholders at any meeting of shareholders.

**Article 28 – Vice-Chair of the Board of Directors**

The chair of the board or, in his absence, the president and chief executive officer or, in their absence, one of the vice-chair of the board (if any) shall preside over all board meetings. Vice-chair of the board shall exercise such powers as may be assigned to them from time to time by the board of directors. Unless an applicable proxy provides otherwise, in the event of the absence of the chair of the board and of the president and chief executive officer, the vice-chair of

the board designated by the chair of the board shall further act as the proxyholder of shareholders at all meetings of shareholders.

**Article 29 – Chair of a Committee of the Board**

The chair of a committee of the board shall preside over all meetings of said committee and exercise such powers as may be assigned to him/her from time to time by the board of directors.

**Article 30 – President and Chief Executive Officer**

The president and chief executive officer, under the authority of the board of directors, is responsible for the general management of the Corporation and its subsidiaries. In the absence of the chair of the board, he/she shall preside over all annual and special meetings of the Corporation, perform all duties pertaining to his/her office, and exercise such powers as may be assigned to him/her by the board of directors. Unless an applicable proxy provides otherwise, in the absence of the chair of the board, the president and chief executive officer shall further act as the proxyholder of the shareholders at all meetings of shareholders.

**Article 31 – Vice-Presidents**

Each vice-president shall have the powers and duties as may be assigned to him/her from time to time by the board of directors and shall perform all duties assigned to him/her on occasion by the president and chief executive officer. An executive vice-president may, as required, be designated by the board of directors to exercise all the powers and perform all the duties of the president and chief executive officer in the event of the absence of the president and chief executive officer.

**Article 32 – Secretary**

The secretary shall attend all meetings of the board of directors and board of directors committees of which he/she has been designated secretary as well as all annual and special meetings of the Corporation. He/she shall draw up the minutes of such meetings and record them in one or more books kept for such purpose.

The secretary is responsible for keeping all books and records that the Corporation must keep by law and all other books and records that may be prescribed by the board of directors.

The secretary shall give notice of all annual and special meetings of the Corporation and meetings of the board of directors and any committee of the board, and shall perform any other duties as may be assigned to him/her by the board of directors.

**Article 33 – Assistant Secretary**

The assistant secretary shall replace the secretary in his/her absence and perform all the secretary's duties. The assistant secretary shall further perform any other duties that may be assigned to him/her on occasion by the board of directors or the corporate secretary.

**Article 34 – Record Date**

The board of directors may establish, as it wishes, a record date to identify shareholders eligible to receive a notice of meeting, receive a dividend, participate in a liquidation distribution, or vote at a meeting or for any other purpose. To determine which shareholders are eligible to receive a notice of meeting or vote at a meeting, the established record date shall be no less than twenty-one (21) and no more than sixty (60) days prior to the meeting. Only shareholders registered on the established record date shall be eligible to receive a notice of meeting, receive payment of a dividend, take part in a distribution, or vote at a meeting or for any other purpose, as the case may be, notwithstanding any share transfer recorded in the Corporation's securities register after the record date.

**Article 35 – Fiscal Year**

The Corporation's fiscal year shall end on December 31 of each year.

**Article 36 – By-law Amendments**

Subject to the applicable provisions of the law, the Corporation's by-laws may be amended and any provisions thereof repealed solely by resolution of the board of directors. Such amendments or repeals shall take effect immediately. Any amendments to or repeals of by-law provisions must be submitted for approval to the shareholders, who may, at the next meeting, approve, amend, or reject them. Such amendments or repeals shall cease to have effect at the close of such meeting if they are rejected by the shareholders or are not submitted to them. However, by-law amendments and repeals regarding procedural issues of shareholder meetings shall take effect only when approved by the shareholders.

**Article 37 – Invalidity**

The invalidity or inapplicability of any provision of these by-laws shall not affect the validity or applicability of the remaining provisions hereof.