

HSBC InvestDirect

Partnership/Investment Club Agreement

Name and Address of Partnership/Investment Club:

Name *(Please print or type)*

Address

Postal Code

We the undersigned being all of the General Partners/Members, carrying on business as a Partnership/Investment Club and who are co-partners therein, hereby agree that all transactions between HSBC InvestDirect and the said Partnership/Investment Club shall be governed by the following terms:

1. Each of the person or persons whose names and signatures appear on this Agreement are hereby appointed as trading partners/attorneys for each of us, and as agents for the Partnership/Investment Club (the "Trading Partners"), charged with full administration of the property of others, or all purposes of our dealings with you, with full power and authority to do in its name on our behalf anything that each of us can lawfully do by an attorney, including without limitation, the authority:
 - (a) to give instructions for the account, including the address for receipt of confirmations, statements, and other communication from HSBC InvestDirect;
 - (b) to deposit with HSBC InvestDirect any securities or monies;
 - (c) to request that payments be made, or securities be delivered, from the account to one of the undersigned personally, or to his or her order and to give a receipt therefore;
 - (d) to receive and to acquiesce in the correctness of any and all notices of transactions, statements of account, and other records and documents;
 - (e) to settle, compromise, adjust, and give releases with respect to any claims, demands, disputes or controversies;
 - (f) to receive requests and demands for payment or securities due, notices of intention to sell or purchase, and such other notices and demands as may from time to time become necessary in the operation of the account.
2. Each of the undersigned partner/member further agrees to indemnify HSBC InvestDirect against any loss, claim, damages, liability and expense arising as a result of the operation of the account, or by reason of the reliance by HSBC InvestDirect on the authority hereby granted, including all legal costs which HSBC InvestDirect may incur should it be made party to any litigation between, or by, any of the undersigned.
3. It is understood and agreed that HSBC InvestDirect may require that instructions be given to it in writing prior to the making of a transaction in the account.
4.
 - (a) Any one Trading Partner shall advise HSBC InvestDirect in writing of any changes in the composition of the Partnership/Investment Club. Where the change referred to herein consists of a replacement of a Trading Partner, all partners/members shall countersign notice of change.
 - (b) Notice given to HSBC InvestDirect in writing by a Trading Partner of the election or appointment of a new Trading Partner shall be deemed to be conclusive evidence that such new Trading Partner has been properly appointed, and is duly empowered by all partners/members to exercise the authority to operate the account on their behalf, as contemplated herein.
 - (c) Any partner/member who has withdrawn from the Partnership/Investment Club shall cease to be liable for any transactions which occurred after the receipt by HSBC InvestDirect of notice of withdrawal, but shall remain liable with respect to all transactions which were initiated, or occurred, prior to such date.
 - (d) A new partner/member who has joined the Partnership/Investment Club shall advise HSBC InvestDirect by signing a notice of change confirming that such new partner/member shall be bound by the terms of this agreement as if an original signatory hereof. Such notice shall be countersigned by a Trading Partner.
5. Each of the undersigned is personally liable for any and all obligations to HSBC InvestDirect arising from the operation of the account. This liability shall not be affected or lessened as a result of the dissolution of the Partnership/Investment Club.
6.
 - (a) Each of the undersigned represents and warrants that he or she is of the age of majority.
 - (b) Each of the undersigned represents that he or she has completed all areas of this Application and the Account Application Form.
7. Each of the undersigned acknowledges that he or she has read and understood this agreement, and the Account Application Form and received a copy thereof.
8. In the event of the death of any of the undersigned, it is understood and agreed that the Trading Partner will promptly notify HSBC InvestDirect of such event, and will provide it with a certified copy of the death certificate of the deceased partner/member or the notarial will, the probate of the will or letters of administration granted in the estate of the deceased.
9. The Partnership/Investment Club is bound by any acts or omissions of any of its Trading Partners. HSBC InvestDirect shall not be held liable by the Partnership/Investment Club or by any one of its partners/members for any acts or omissions of any of its Trading Partners.
10. This agreement is binding on each member of the Partnership/Investment Club jointly and severally and on their heirs, liquidators, administrators or legal representatives, in the event of the death, bankruptcy or mental incompetency of any of the undersigned.
11. The undersigned verifies that they have carefully reviewed the applicable section of HSBC InvestDirect's Client Terms and Conditions with respect to suitability reviews and understand and acknowledge that HSBC InvestDirect does not provide investment advice or recommendations regarding any of their investment decisions or securities transactions and that HSBC InvestDirect will not determine their general investment needs and objectives or the suitability of any investment decisions or securities transactions. The undersigned acknowledge that they have sole responsibility for all investment decisions and securities transactions and understand that their orders may be sent directly to the exchange or market without prior review by HSBC InvestDirect. The undersigned agree to comply with all applicable rules and customs of the Investment Dealers Association and those governing the exchanges or markets (and their clearing houses, if any) where the orders are executed. HSBC InvestDirect, however, reserves the right to review any transactions prior to the exchange or market and to reject, change or remove any order for credit reasons or non-compliance with the requirements of those exchanges, markets or securities regulations.
12. The undersigned authorize HSBC InvestDirect to obtain a credit report, as required, for the purpose of meeting its legal and regulatory requirements.

Partnership/Investment Club Agreement

Authorized Members – The Partners/Members granted full power and authority under Section 1 herein, to operate the Account on behalf of the Partnership/Investment Club are:

1. _____
(Please print or type)

Authorized Partners/Members Bank References

Bank Name: _____

Branch Address: _____

Transit number: _____ Account no: _____

2. _____
(Please print or type)

Authorized Partners/Members Bank References

Bank Name: _____

Branch Address: _____

Transit number: _____ Account no: _____

3. _____
(Please print or type)

Authorized Partners/Members Bank References

Bank Name: _____

Branch Address: _____

Transit number: _____ Account no: _____

4. _____
(Please print or type)

Authorized Partners/Members Bank References

Bank Name: _____

Branch Address: _____

Transit number: _____ Account no: _____

ACKNOWLEDGEMENT: Each Partner Member hereby acknowledges having received a copy of this Agreement and having read and understood this Agreement.

TO BE COMPLETED BY PARTNERS/MEMBERS

DATED at _____ this _____ day of _____, 20_____

Name of Partner/Member _____ Address of Partner/Member _____ Social Insurance no. of Partner/Member _____ Date of Birth _____ Occupation _____ Signature of Partner/Member _____	Name of Partner/Member _____ Address of Partner/Member _____ Social Insurance no. of Partner/Member _____ Date of Birth _____ Occupation _____ Signature of Partner/Member _____
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