

MEMBERSHIP AGREEMENT

Members and Social Venture Partners Calgary (“SVP Calgary”) agree to the following general conditions in order to establish and maintain a fair, efficient and transparent relationship with regard to conducting the affairs of the organization. SVP Calgary is incorporated as a non-profit organization under Part 9 of The Companies Act (the “Act”). SVP Calgary is also a charitable foundation registered with the Canada Revenue Agency.

MEMBERSHIP

- A minimum two-year financial contribution of \$5,000.00 CDN per year is required to become a Member. An applicant applies for status as a Member by completing the Membership Agreement. The Chairperson of SVP Calgary shall execute the Membership Agreement as soon as an applicant is approved for membership.
- The term of Membership shall be for a two-year initial period commencing the month in which the minimum financial contribution is received and shall automatically renew in either September or February depending on the invoicing cycle identified at the completion of the Membership Agreement.
- No Membership may be assigned or transferred by any Member to any other person.
- No body corporate, association or other entity, other than a natural person, may be a Member of SVP Calgary.
- Any Member may terminate the Membership upon written notice to SVP Calgary.
- The Membership of any given Member may be terminated by the Board of Directors in its sole discretion if such Member has breached any provisions of the Membership Agreement or provisions of the Memorandum or the Articles, and such breach has not been remedied by the Member within 30 days after written notice from SVP Calgary.
- Members are entitled to receive notice of and attend all annual and special meetings of the Members of SVP Calgary and to one vote per Member at all such meetings.

MEETINGS OF MEMBERS

- SVP Calgary shall call an annual meeting of Members each Fall. At every annual meeting, directors are elected, financial statements are approved and auditors are appointed.
- A minimum of 5 Members may submit to the Board any matter that it proposes to raise at an annual meeting.
- A quorum of Members is present at a meeting of Members if 25% of the Members are present in person or represented by proxy.
- A minimum of 25% of the Members may requisition the directors of SVP Calgary to call a special meeting of Members for the purposes stated in the requisition.

RESPONSIBILITIES OF MEMBERS

- A Member has a duty to act honestly and in good faith with a view to the best interests of SVP Calgary and, in connection therewith, to exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.
- Further, each Member shall use his/her best efforts to enhance the reputation of SVP Calgary in the community through his/her work and participation in the community.
- A Member of SVP Calgary who is a director, donor, volunteer or client of a non-profit agency directly or indirectly receiving funding or applying for funding from SVP Calgary shall disclose to SVP Calgary the nature and extent of his/her interest as soon as reasonably possible after becoming aware of a potential conflict of interest.
- Members of SVP Calgary agree to comply with whatever standard volunteer screening measures are used by the non-profit agencies that SVP Calgary funds.

LIABILITY AND INDEMNIFICATION OF MEMBERS

- No Member is liable for the acts of any other Member of SVP Calgary by virtue of their Membership in SVP Calgary.
- SVP Calgary shall indemnify a Member and his/her heirs and legal representatives to the extent permitted by law against any threatened, pending or completed action, suit or proceeding for any act committed while participating in activities of SVPC.

CONFLICTS WITH ARTICLES

- In the event of any conflict or inconsistency between the provisions or requirements of the Articles and the provisions or requirements of the Membership Agreement applicable to a given Member, the provisions of the Articles shall prevail.

Signed, this _____ day of _____, 20 _____,

Chair, Board of Directors

Member

Member

BECOMING A MEMBER

Your first year commitment of \$5,000 can be made by cheque, stock transfer or through a corporate matching gift. You will receive a tax receipt from SVP Calgary. This receipt can be used to document your donation for tax deduction purposes.

CHEQUE: Please make your cheque payable to: SVP Calgary and return your contribution and this Membership Agreement to SVP Calgary, Suite 400, 119-14 Street NW Calgary, Alberta T2N 1Z6. If you choose to make your payments semi-annually or quarterly, please provide us with postdated cheques.

STOCK TRANSFER: Please note that the transfer must be made to SVP Calgary. Please contact the SVP Calgary office if you would like to contribute with a stock transfer.

CORPORATE MATCHING GIFTS: Matching gifts can be used to fulfill or supplement your annual contribution. Matching gift forms must be obtained directly from your employer, signed and then forwarded to SVPC along with your cheque and your signed Membership Agreement.

I am making my Year 1 membership payment of \$5,000 by: (please check where applicable)

- Cheque (enclosed) One installment Semi annual installments Quarterly installments
- Stock Transfer to SVP Calgary

Number of shares: _____ Name of stock: _____ Broker: _____

I intend to use a Corporate Matching Gift with this donation (fill out and enclose your employer's gift form to indicate the amount of the match).

I understand that every Partner's contribution will go towards supporting SVP Calgary programs (including philanthropy development programs for Partners and facilitating the Capacity Building of SVP Calgary Investees).

Please provide the following information: (if you are joining as a couple, fill out contact information for both).

1. Name _____

Email _____

Home Tel # _____ Bus # _____ Fax # _____

Home Address _____

Business Address _____

2. Name _____

Email _____

Home Tel # _____ Bus # _____ Fax # _____

Home Address _____

Business Address _____

Would you both like to receive regular SVP communication? Yes No

If no, who would you prefer we correspond with? _____

I agree to allow SVP Calgary to use my photo and name in publicity. Yes No

THANK YOU FOR BECOMING A PARTNER WITH SVP CALGARY!