



## MSS Voting By Proxy Agreement

This Proxy Agreement is made on \_\_\_\_/\_\_\_\_/\_\_\_\_ (YYYY/MM/DD) between \_\_\_\_\_ (The “**Shareholder**”) (*shareholder's name*), who will be in \_\_\_\_\_ (City, Country) during the Medical Students' Society (MSS) General Assembly (GA) on \_\_\_\_/\_\_\_\_/\_\_\_\_ (YYYY/MM/DD) (The “**GA Date**”), and \_\_\_\_\_ (The “**Proxy**”) (*proxy's name*), who commits to being physically present at the aforementioned GA.

The parties agree as follows:

**Designation of Proxy.** The Shareholder hereby appoints the Proxy as its proxy, with full power of substitution, to exercise on its behalf all its voting and other rights at any shareholder meeting of the MSS in accordance with applicable law and the MSS' articles of association.

### Exercise of Voting Rights

**Actions Requiring Prior Approval.** The Proxy may not move or second a motion on behalf of the Shareholder without the Shareholder's prior written approval.

**Limitations on Liability.** In the absence of instructions from the Shareholder, the Proxy shall vote and act on all matters on the Shareholder's behalf in accordance with its best judgment, but the Proxy assumes no responsibility for any third party action taken against the Shareholder in connection with those actions. The Proxy will not be liable as a result of any error in law, mistake of judgment, or any other matter or thing done, suffered, or omitted to be done under this agreement, except for any claims relating to the Proxy's gross negligence or willful misconduct.

**Term.** This agreement is only valid for [1] day, the GA Date, and may not be extended upon its expiration.

### Termination

**Expiration.** This agreement will automatically terminate at the expiration of its term.



**Termination by Shareholder.** The Shareholder may at any time and for any reason terminate this agreement and remove the Proxy as its proxy in an email to the MSS.

**Proxy Resignation.** The Proxy may at any time and for any reason resign its position as the Shareholder's proxy in an email to the MSS or the Shareholder. The resignation will be effective on the date stated in the Proxy's notice. No formal acceptance of resignation by the MSS is necessary to make the Proxy's resignation effective.

### General Provisions

**Entire Agreement.** This agreement contains all the terms agreed to by the parties relating to its subject matter. It replaces all previous discussions, understandings, and agreements.

**Effectiveness of Agreement.** This agreement is only effective as of the GA Date, as long as it has been submitted to [vice-president.mss@mail.mcgill.ca](mailto:vice-president.mss@mail.mcgill.ca) before the GA Date.

This agreement has been signed by the parties.

### The Shareholder

\_\_\_\_\_ (Signature)

\_\_\_\_\_ (Name) \_\_\_\_\_ (Year of Study)

\_\_\_\_\_ (Date, YYYY/MM/DD)

### The Proxy

\_\_\_\_\_ (Signature)

\_\_\_\_\_ (Name) \_\_\_\_\_ (Year of Study)

\_\_\_\_\_ (Date, YYYY/MM/DD)