

# On-line Brokerage Services Agreement With Canadian ShareOwner Investments Inc.

This Agreement contains important information regarding the terms and conditions which apply to your accounts with Canadian ShareOwner Investments Inc. By signing the New Account Application, you are agreeing that you have read, understood and agree to the terms and conditions outlined in this Agreement.

## 1. Definitions

In this agreement, the terms 'you' and 'your' refer to you, the Canadian ShareOwner Investments Inc. account holder and anyone you allow to trade on your account. The terms 'the Firm', 'we', 'our' and 'us' refer to Canadian ShareOwner Investments Inc. The term 'Account' refers to your account with the Firm. The term 'On-line Brokerage Services' refers to any online brokerage services, including account and market information, trading services and other services to be provided to you from time to time by us through our Internet services under the terms of this agreement.

Any restrictions which are currently on your Account, will also apply to your use of our On-line Brokerage Services. Any written or computer-generated documents which we may provide from time to time in respect of our On-line Brokerage Services (including any instructions, manuals, schedule of fees or other documents) also form part of this agreement.

## 2. Passwords and Protection of Passwords

You need a password to access your Account and a second password to validate your orders placed through our On-line Brokerage Services. You are responsible for the selection of your password, as well as for keeping it confidential.

The Firm is not responsible for any unauthorized access to your Account through your password. You must tell us immediately if you would like to change your password or if there is any unauthorized use of your user name or password.

We may terminate this agreement if we believe that your password is being used inappropriately or without authorization, or if there is any unusual activity in your Account.

## 3. Use of Information

We provide account information, securities quotations and market information through our On-line Brokerage Services. Stock exchanges and other third party information providers may supply us with securities or market data. You may use our On-line Brokerage Services only to obtain account and market information and to place orders on your Account.

You are solely responsible for any investment decisions you make based on the information you receive from our On-line Brokerage Services.

Although we believe that the sources of our information are reliable, neither the Firm nor our third party information providers can guarantee the accuracy, sequence, timeliness, completeness or fitness for a particular purpose of such information. In addition, the information provided through our On-line Brokerage Services may include the views, opinions and recommendations of individuals and organizations that may be of interest to investors in general, however, neither the Firm nor any of our third party information providers endorse such views and opinions or give investment, tax, accounting or legal advice or recommend the purchase or sale of any security.

#### **4. Proprietary Interest in Information**

You acknowledge and agree that the market data and other information provided through our On-line Brokerage Services is proprietary to the Firm and for our third party information providers or their licensors and is protected by applicable copyright laws. As a user of our On-line Brokerage Services, you agree not to reproduce, disseminate, retransmit, sell, distribute, publish, broadcast, circulate or commercially exploit such data and information without our express written consent.

#### **5. Buy or Sell Orders**

An 'order' is a request to buy or sell stock through our On-line Brokerage Services.

By signing this agreement, you authorize us to verify and accept your orders and instructions using the On-line Brokerage Services, and you acknowledge that you are solely responsible for the accuracy of any instructions and associated communications given under your password using the On-line Brokerage Services.

The Firm may exercise its sole discretion in acting on orders placed through your password, whether the order was placed by you, by someone else or in error. Your buy or sell order will be processed once you have confirmed it and we have accepted it. The Firm will accept your order if:

- . your Account is in good standing;
- . there is sufficient cash or securities in your Account to complete the order;
- . your Account and the security which is the subject of the order are not under any legal or the Firm restriction;
- . your order or instruction is consistent with your trading practices and stated objectives.

You must tell us immediately if you:

- . placed an order, but did not receive an order number.
- . placed an order, but did not receive a confirmation.
- . placed an order, but received an inaccurate confirmation.
- . received a confirmation for an order that you did not place.

#### **6. Record Keeping**

The Firm may keep your order instructions relating to your use of our On-line Brokerage Services in our database. You acknowledge that these records will be conclusive and binding on you in any disputes, including any legal proceedings, as evidence of your Account transactions using the On-line Brokerage Services, in the absence of clear proof that our records are erroneous or incomplete.

#### **7. Interruptions in Service**

The Firm is not responsible for any interruptions in our On-line Brokerage Services due to maintenance, negligence, omission, or other forces beyond our control and our information providers' control, including connection problems, power failure, and equipment or software problems. The Firm may modify or withdraw any part of the On-line Brokerage Services in whole or in part upon written notice, including electronically through the On-line Brokerage Services.

#### **8. Limitation of Liability**

The Firm and our third party information providers are not responsible for any damages, losses, costs or injury suffered by you or by others related to the use or cancellation of the On-line Brokerage Services or resulting from any cause over which neither the Firm nor its third party information providers has control including, but not limited to, failure of electronic or mechanical equipment or communication lines, telephone or other inter-connect problems, unauthorized access, theft, power failure or government intervention.

#### **9. Charges for On-line Brokerage Services**

You agree that you will pay the Firm any standard charges, fees and commissions on demand. These charges, fees and commissions may be subject to change from time to time. The Firm will give you at least sixty days' written notice of any change in our fees or charges, which notice may be provided through our Internet service. Commissions are subject to change without notice.

#### **10. Termination of this Agreement**

Termination of this agreement or your Account agreement will result in automatic termination of our password-related On-line Brokerage Services. The obligations described above relating to your password, use of information and orders to buy and sell will remain in effect after this agreement ends.

## **11. Amendments to this Agreement**

You agree to be bound by this agreement and any amendments thereto. Your continued use of your Account or maintenance of any funds on deposit or securities held in your Account after the effective date of any amendment shall constitute for all purposes your agreement and consent to any amendment.

## **12. General**

This agreement is in addition to, and not in substitution for, any other present or future agreement between the Firm and you, including, but not limited to, the Client Account Agreement or agreements you have already entered into with the Firm. If there is a conflict between this Agreement and your Client Account Agreement, the terms of this Agreement shall govern. In all other respects the terms of your Client Account Agreement shall also apply to this Agreement.

By signing your New Account Application form you agree to be bound by the terms set out in this Agreement.

## **13. Headings and Plural**

The headings used in this Agreement are for convenience of reference only and will not in any way affect its interpretation. In this Agreement, where the singular is used it shall include the plural and vice versa.

## **14. Severability**

In the event any term or provision of this Agreement is deemed invalid or void, in whole or in part, the remaining terms and provisions of this Agreement will remain in full force and effect.

## **15. Successors and Assigns**

This Agreement will enure to the benefit of and will be binding upon the Firm and each of you, and the Firm's or your respective heirs, executors, liquidators, administrators, successors and assigns, as the case may be.

## **16. Governing Law**

This Agreement will be governed by the laws of the Province of Ontario.

## **17. Quebec Residents**

It is the express wish of the parties that this Agreement and all documents, notices and other communications relating to the operation of your Account be in English.

Il est de la volonté expresse des parties que la présente convention et tous les documents, avis et autres communications qui concernent la tenue du compte soient rédigés en langue anglaise.

This request has been in effect throughout the entire Account application process.

Vous et nous convenons que cette demande a été en vigueur tout au long du processus de demande de compte.