

# TSX SecureFile

## TSX SecureFile USER AGREEMENT

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Welcome to TSX SecureFile. This document (referred to as the "**User Agreement**") describes the terms on which TSX Inc. allows users to access and use TSX SecureFile, the web-based site where users can file certain documents electronically with Toronto Stock Exchange (a division of TSX Inc.). This User Agreement includes any terms incorporated by reference and all operating rules, policies and procedures that we post from time to time on SecureFile. By pressing the "accept" button, you accept and agree to be bound by the terms of this User Agreement as of that date, on your own behalf, and if you are a Principal Contact or a Group Key Contact, on behalf of the Listed Issuer or Firm with which you are associated. If you are a Principal Contact, a Group Key Contact or an Administrator, there are provisions that apply to you in that capacity and to your associated Listed Issuer or Firm. See Sections 2(d), 4(b), 5(a), 5(b), 6 and 7. If you do not agree to be bound by any of the terms of this User Agreement, please click on the "I do not accept" button.

### 1. Definitions

- (a) "Administrator" means a User who has been granted administrator access by a Principal Contact [**or Group Key Contact**] to create or delete accesses for other Users.
- (b) "Documents" means documents, forms or HTML reports filed electronically with Toronto Stock Exchange.
- (c) "Firm" means a law firm, accounting firm or other entity who provides services to a Listed Issuer.
- (d) "Group Key Contact" means a User who has been granted access by a Principal Contact to create or delete accesses for other Users in their Group.
- (e) "Listed Issuers" means issuers listed and applicants for listing on Toronto Stock Exchange.
- (f) "Login Information" means a User's login and password information.
- (g) "Principal Contact" means an officer of a Listed Issuer (generally the CFO, General Counsel or Corporate Secretary) who initiates the Listed Issuer's enrolment in SecureFile.
- (h) "SecureFile" means this TSX SecureFile web site.
- (i) "TSX" means TSX Inc.
- (j) "User" means a user of SecureFile who is a director, officer, employee or agent of a Listed Issuer or an employee, partner or other associate of a Firm.
- (k) "User Information" means your business address, e-mail address and phone number.
- (l) The terms "you" and "your" apply to you in your personal capacity and also apply to (i) the Listed Issuer who employs you and on whose behalf you are also entering into this User Agreement, if you are a Principal Contact, and (ii) the Firm with which you are associated and on whose behalf you are also entering into this User Agreement, if you are a Group Key Contact.
- (m) The terms "you" and "your" apply to you in your personal capacity and also apply to (i) the Listed Issuer who employs you and on whose behalf you are also entering into this User Agreement, if you are a Principal Contact, and (ii) the Firm with which you are associated and on whose behalf you are also entering into this User Agreement, if you are a Group Key Contact.

### 2. Access

- (a) SecureFile may be unavailable in whole or in part from time to time or may be permanently discontinued at any time. TSX will not be liable for any damages arising from any interruption, delay, discontinuance, unavailability or termination of SecureFile.
- (b) TSX may implement updates to perform maintenance on or make other changes to SecureFile at any time. We will use commercially reasonable efforts to give you advance notice where possible and to advise you where changes will result in a

temporary discontinuance of SecureFile availability.

(c) All information provided by you in connection with your use of SecureFile (whether relating to you as a User, to the Listed Issuer or Firm with which you are associated, or any of their associated Users) including without limitation, Login Information and User Information, will be treated in accordance with our Privacy Policy which can be found at [www.tsx.com](http://www.tsx.com). You agree to be bound by the TSX Privacy Policy. You consent to TSX using your User Information to promote seminars or other events offered by TSX.

(d) If you are a Principal Contact, a Group Key Contact or an Administrator, you are solely responsible for designating access to your Filing Account, for ensuring compliance with that access, and for ensuring that only authorized persons have access to your Filing Account.

### **3. Security**

You agree to keep Login Information belonging to you or any other User, in confidence and to not disclose this information to third parties. You are responsible for all filings made under your Login Information whether authorized by you or not. You also agree not to use any other person's Login Information. You agree not to, and not to permit any User to, disable or bypass any SecureFile security features or account limits.

### **4. Documents**

(a) Each User is solely responsible for the accuracy and content of any filings made by that User, and any programs, viruses, or disabling or harmful devices introduced through the User's use of SecureFile. TSX expressly disclaims all responsibility for all liability arising from, and makes no representation or warranty concerning, the information provided by You or any User on SecureFile.

(b) Each Listed Issuer or Firm will, and will ensure that its associated Users will, on its behalf verify the status of each Document filed and retain originally signed paper copies of all Documents filed.

### **5. Your Responsibilities**

(a) You represent, warrant and covenant that you are at least 18 years old and can form legally binding contracts under applicable law. If you are a Principal Contact or a Group Key Contact, you represent that you have authority to bind the Listed Issuer or Firm with which you are associated. If you are a Principal Contact, you represent that you are an officer of the Listed Issuer.

(b) You represent, warrant and covenant that the information provided by you on SecureFile is true, accurate, and complete and will be updated by you as necessary.

(c) If you are a Principal Contact, a Group Key Contact or an Administrator, you will immediately discontinue access for any User who ceases to be associated with your associated Listed Issuer or Firm.

(d) You agree not to reproduce, duplicate or copy SecureFile, in whole or in part, and not to sell or resell access to SecureFile.

(e) You agree: (i) not to file Documents that contain viruses or any other similar software that may damage the operation of another's computer or cause the disclosure of SecureFile data to any third party; (ii) not to interfere with or disrupt networks connected to SecureFile; and (iii) not to use any device or software or attempt to interfere with the proper functioning of SecureFile.

### **6. Disclaimer**

You acknowledge, and if you are a Principal Contact or Group Key Contact, you also acknowledge on behalf of the Listed issuer or Firm with which you are associated, that SecureFile is provided on an "as is" and "as available" basis. TSX expressly disclaims, and you expressly waive, including if you are a Principal Contact or a Group Key Contact, on behalf of the Listed Issuer or Firm with which you are associated, all warranties and conditions, express or implied, including without limitation, availability, security, non-infringement or availability of any specific function or feature, warranties or conditions of merchantable quality and fitness for a particular purpose or those arising by law, statute, usage of trade or course of dealing.

### **7. Liability**

(a) TSX (which, for purposes of this Section 7 includes TSX, our parent and subsidiaries and their respective directors, officers, employees, agents) will not be liable to you or any Listed Issuer or Firm with which you are associated (and their affiliated companies, and each of their respective directors, officers, employees, shareholders and agents) or any other person for any direct, indirect, consequential, special, incidental or other damages, losses, costs, expenses in respect of or arising from any errors or omissions in SecureFile, loss of or damage to data, Documents, or any other information, breach of confidentiality or

security, loss of goodwill, loss of actual or anticipated profits or revenue, or other liability or claim whatsoever, arising out of this User Agreement or from any use or inability to use SecureFile, howsoever caused, even if TSX is advised of the possibility of such losses or damage. The exclusions and limitations in this Section 7 will apply regardless of whether any action is brought under statute, in contract, tort, or strict liability, or for negligence, breach of a fundamental term or fundamental breach (and regardless of the number of claims). TSX's sole obligation and your sole remedy in respect of this agreement will be TSX's exercise of reasonable efforts to correct any malfunction and to provide access to Secure File as soon as possible in the circumstances.

(b) You will, and if you are a Principal Contact or a Group Key Contact, you agree that the Listed Issuer or Firm with which you are associated will, indemnify and hold harmless and defend TSX from and against any and all suits, claims, proceedings at law or in equity, and any and all liability, loss or damage, including reasonable legal fees, arising out of or in connection with: (i) any claim made as a result of a your noncompliance with any legislation, or in the case of a Listed Issuer or Firm, noncompliance by any of their respective associated Users; (ii) a breach by you of this User Agreement, or in the case of a Listed Issuer or Firm, a breach by any of their respective associated Users; or (iii) any misuse by you of information obtained from SecureFile, or in the case of a Listed Issuer or Firm, a misuse by any of their respective associated Users.

## 8. Proprietary Rights

(a) You acknowledge that as between you and TSX, TSX will retain all right, title and interest in SecureFile and its content, including but not limited to any Documents, database of Documents, data, text, software, applications, applets, music, sound, graphics, video, photographs and other material and functionality and all other information ("Content"). You acknowledge that the Content is protected by copyright, trademarks, service marks, patents, or other proprietary arrangements and laws and you are only permitted to use this Content as expressly authorized by TSX.

(b) TSX SecureFile is a trade-mark of TSX and TSX and the TSX logo are registered trade-marks of TSX (collectively, the "TSX Marks"). You agree to not display or use the TSX Marks in any manner without our prior permission.

## 9. Termination

(a) If you breach this User Agreement, then in addition to any other rights we may have, TSX will have the right to (i) immediately suspend your access to SecureFile, (ii) immediately suspend the access to SecureFile of the Listed Issuer or Firm with which you are associated (and their respective Users), or (iii) terminate this User Agreement immediately in respect of you, the Listed Issuer or the Firm with which you are associated, and their respective Users.

(b) If a Listed Issuer is delisted from or an applicant Listed Issuer is not listed on Toronto Stock Exchange, TSX will immediately terminate this User Agreement without notice, in respect of the Listed Issuer, all Firms associated with that Listed Issuer and all Users associated with that Listed Issuer and those Firms.

(c) If a User ceases to be associated with any Listed Issuer or Firm, that User's access to SecureFile will immediately terminate with respect to that User's associated Listed Issuer or Firm.

(d) Either of us may terminate this User Agreement for any reason on 30 days' notice.

## 10. General

(a) This User Agreement constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior agreements, representations, proposals, discussions and understandings, oral or written.

(b) This User Agreement will be governed by the laws of the Province of Ontario and the laws of Canada applicable therein. Each party consents to the jurisdiction of the courts of Ontario to hear any action brought with respect to this User Agreement.

(c) All notices to a party will be via e-mail. Notices to TSX should be made to [tsxsecurefile@tsx.com](mailto:tsxsecurefile@tsx.com). Notices to you will be made to the e-mail address that you provided as part of your User Information, or to the e-mail address provided by the Principal Contact or Group Key Contact as part of the User Information for the Listed Issuer or Firm. A party may change their e-mail address by giving notice to the other party under this section. TSX may broadcast notices or messages on SecureFile which will constitute notice to you. Notice by e-mail will be deemed received forty-eight (48) hours after the e-mail is sent, unless the sending party is notified that the e-mail is invalid.

(d) This User Agreement will be binding upon and enure to the benefit of each party and their respective successors and permitted assigns. You may not assign this User Agreement. TSX may assign this User Agreement upon written notice to you.

(e) The failure of either party at any time to require performance of any provision will not affect the right to require performance at any other time, nor will the waiver by either party of a breach of any provision be a waiver of any succeeding breach or a waiver of

the provision itself.

(f) If any provision of the User Agreement is declared illegal, void or unenforceable for any reason, that provision will be severed from this User Agreement and the remaining provisions will continue in full force and effect.

(g) Neither party will be liable for any failure or delay in performing its obligations under this User Agreement, other than payment obligations, due to causes outside its reasonable control. A party claiming the benefit of this section will use all reasonable efforts to eliminate the cause of the delay.

(h) The provisions of Sections 2, 5, 6, 7, 8, 9, and 10 will survive any termination or expiration of this User Agreement.

(i) TSX may, in its sole and absolute discretion, amend this User Agreement from time to time, for any reason, without prior notice or liability to you or to any other person. Your continued use of SecureFile constitutes your express and unconditional acceptance of those revised terms of this User Agreement.

**YOU ACKNOWLEDGE THAT YOU HAVE READ THIS USER AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY**

**ALL OF THE TERMS AND CONDITIONS HEREIN IN YOUR CAPACITY AS A USER, AND IF YOU ARE A PRINCIPAL CONTACT OR A GROUP KEY CONTACT, ON BEHALF OF THE LISTED ISSUER OR FIRM YOU ARE ASSOCIATED WITH.**

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