



Online Account Services Agreement (the “Agreement”)

Order Handling Procedures

ONLINE ACCOUNT SERVICES AGREEMENT (THE “AGREEMENT”)

Definitions

“*Access Device*” means any device you use to access the Services, including, but not limited to telephone, cellular or portable telephone, personal computer, intelligent terminal, similar or other device.

“*Stonecap*” means Stonecap Securities Inc. and its affiliates.

“*Information Provider*” means any entity providing Stonecap, either directly or indirectly, with the securities or market data or information, including, but not limited to, various securities markets such as stock exchanges and business and financial news reporters and analysts and their respective affiliates.

“*Quotation*” means any request through the Services for stock, option, index, mutual fund or other security or market quotations, including bid/ask/last price/changes.

“*Services*” means:

- access to Quotations, securities and market data, or other information using the Web Site or other on-line or internet connection, including without limitation, the information services provided in connection with this Agreement (collectively the “Information”);
- the facility to send communications using the Web Site or other similar on-line or internet connection to Stonecap.
- “*Web Site*” means the Internet web site(s) by which Stonecap delivers the Services or information about the Services, and currently includes the following URL: www.stonecapsecurities.com

Services Access

You access the Services through an Access Device depending on the Services accessed.

Security

You will not access or attempt to access, nor permit any person to access or attempt to access, any restricted areas of any computer or telecommunications system of Stonecap, its associates, suppliers or Information Providers. You will not perform, nor will you permit any person to perform, any functions not authorized under this Agreement.

No Advice

The information provided on this Web Site is intended for informational purposes only and is not intended to constitute financial, accounting, legal or tax advice. Many factors unknown to Stonecap may affect the applicability of any information on this Web Site to you. You should consult directly with a Stonecap professional or your other advisers before acting on any information on this Web Site.

No Solicitation

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THIS LIMITATION OF LIABILITY WILL APPLY EVEN IF THE DAMAGES ARE A RESULT OF THE NEGLIGENCE, FAULT OR WRONGDOING OF STONECAP, THE SERVICE PROVIDERS OR ANYONE FOR WHOM STONECAP OR THE SERVICE PROVIDERS ARE RESPONSIBLE.

Indemnification

You agree to indemnify and hold harmless Stonecap and the Information Providers from any and all claims, losses, liabilities and expenses (including but not limited to attorneys' fees) arising from any use of the Web Site, Services or your breach of any or all portions of this Agreement.

Your Authority to Accept this Agreement

You represent and warrant that you have full authority to accept this Agreement on behalf of each joint owner or cotrustee on your Account. You also agree that each joint owner or co-trustee has full authority to act individually in all matters relating to the Account. Liability on Accounts held jointly shall be joint and several.

Software Licensing

When you install or use any software that is downloaded from this Web Site or otherwise, it is your responsibility to comply with the provisions of any agreements, licences, other legal or technical documentation and legal requirements governing such installation or use of software. Unless you are a lawful, licensed user of such software, Stonecap may be unable to provide you with the Services that require such software.

Applicable Agreements

All products and services of Stonecap are offered for sale subject to the terms of the applicable agreements. Please consult Stonecap directly for complete and up-to-date information on products and services.

Trade Marks Belonging to Stonecap or Other Entities

“Stonecap”. All other product and service marks mentioned on this Web Site are the trade marks of their respective owners.

Copyright Stonecap

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Confidentiality

Absent the use of encryption, the Internet is not a secure medium and privacy cannot be ensured. Internet e-mail is vulnerable to interception and forging. Stonecap cannot ensure the privacy and authenticity of any information or instructions you send to Stonecap or that Stonecap sends to you over the Internet. Stonecap will not be responsible or liable for any damages you may incur for your use or request for information over the Internet.

Termination

You acknowledge and agree that Stonecap may in its sole discretion restrict, change suspend or terminate your access to, and use, of all or part of the Web Site or Services at any time, for any reason, without notice to you and without liability. If this Agreement or your right to use the Web Site or the Services is terminated, this Agreement will nevertheless continue to apply and be binding upon you in respect of prior use of the Web Site and the Services you, and anything connected with, relating to or arising from those matters.

Amendments to this Agreement

This Agreement is in addition to and not in substitution for any other agreements between you and Stonecap, including any agreement relating to your Account. You agree that Stonecap may amend the terms of this Agreement at any time and without notice to you. By using the Web Site and/or Services following any amendment to this Agreement, you agree to be bound by such amendment.

Applicable Jurisdiction

The information on this Web Site is intended for use by persons resident in Canada only. Any products or services mentioned on this Web Site are made available only in accordance with local law (including applicable securities laws) and only where they may be lawfully offered for sale.

Governing Law and Dispute Resolution

This Web Site is controlled by Stonecap, whose head office is located in Toronto , Ontario, Canada . This Agreement, your use of the Web Site and its content, and all matters relating thereto are governed by, and is to be construed and interpreted in accordance with the laws of the Province in Canada in which the you reside and the laws of Canada applicable therein, excluding any rules of private international law or the conflict of laws which would lead to the application of any other laws. You agree to irrevocably and unconditionally attorn to the exclusive jurisdiction of the courts of the Province of Ontario in which you reside and all courts competent to hear appeals therefrom.

You agree that you must bring any claim that you may have against Stonecap within one (1) year after the claim or cause of action arises, after which time the claim or cause of action shall be barred and you agree to waive any such claim or cause of action.

Waiver

No waiver of provision of this Agreement by Stonecap shall be deemed to be or shall constitute a waiver of any other provision (whether or not similar) nor shall such waiver constitute a continuing waiver.

Unenforceability

If any part of this Agreement is found to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remaining provisions of this Agreement, but such part shall be fully severable and this Agreement shall be construed and enforced as if such invalid or unenforceable part had not been contained in the Agreement.

Language

The parties have requested that this Agreement and all communications and documents relating hereto be expressed in the English language. Les parties ont exigé que ce contrat ainsi que tous les documents s'y rattachant soient rédigés dans la langue anglaise.

ORDER HANDLING PROCEDURES

The Canadian Securities Administrators have introduced securities laws that allow for alternative marketplaces to compete with the traditional stock exchanges such as the Toronto Stock Exchange (TSX). Securities which trade on the TSX or the TSX Venture Exchange (TSX-V), currently the primary markets for Canada, may now also trade on an alternative marketplace. With the introduction of alternative marketplaces in Canada, Stonecap Securities Inc. (“Stonecap”) wishes to advise you of some of the conditions that could affect the execution of your orders.

1) Trading in Listed Canadian Securities – Hours of Operation

Stonecap trading staff will be available for order execution between the hours of 9:30 a.m. and 4:00 pm EST, Monday through Friday, excluding statutory holidays. Staff may be further available before and after these hours.

For orders received before 9:30 am E.S.T., Stonecap will make every effort to execute the order within the same day unless otherwise specified by the client. For orders received after 4:00 pm E.S.T., Stonecap will make every effort to execute the order. However, there may be instances where order execution may not be possible after this time. Your registered representative will discuss this with you at the time the order is received

2) Principal Market Places

For securities listed on the TSX and the TSX-V, Stonecap will generally treat the TSX and TSX-V as the Principal Marketplaces. Orders received prior to 9:30 a.m. will be booked on the Principal Marketplace. Orders received after 4:00 p.m. will generally be booked on the Principal Marketplace the following business day. Orders received between the hours of 9:30 a.m. and 4:00 p.m. will be routed to the market with the best available price. If the order is priced away from the market, the order will be booked on the Principal Marketplace.

3) Day Orders

A Day Order is an order that is valid on and for the day it is received. Day Orders, unless otherwise arranged with Stonecap’s trading desk, will only be valid between the hours of 9:30 a.m. and 4:00 p.m. EST. A Day Order received prior to 9:30 a.m. will be booked to the Principal Marketplace and will not route to an alternative marketplace. Instead, the order will route into the opening sequence of the Principal Marketplace. If received after the opening of the Principal Marketplace, the order will be routed to the market with the best available price at the time of entry.

4) Good Till Cancelled Orders

A Good Till Cancelled Order (“GTC”) is an order that remains open until a specified date of expiry. These orders will be entered in the Principal Marketplace, if they are not immediately executable on an alternative marketplace at the time of entry (on or after 9:30 a.m. EST). The order will remain in the Principal Marketplace until executed or expiry, whichever comes first. It is the client’s responsibility to ensure they know what the date of expiry will be and to contact their Investment Advisor on the expiry date should they wish the order to be re-instated.

5) Market Orders

A Market Order is an order to execute a trade immediately at the best price available at the time the order is received. Market Orders will be filled in whichever marketplace has the best bid or offer at the time the order is received. However, if the order is received prior to 9:30 a.m. Stonecap will direct the order to the Principal Market place for execution.

6) Limit Orders

A Limit Order is an order with a set maximum or minimum purchase or sale price. A Limit Order received prior to 9:30 a.m. will be booked into the Principal Marketplace. After 9:30 a.m., the order will be routed to the market with the best visible market in that security and with the highest likelihood of being executed. On a best efforts basis, the order may be moved to the most active marketplace in the hopes of a successful execution.

7) Market on Close Orders

A Market on Close (“MOC”) Order is a special order that only trades on the close of the market at the calculated closing price. Currently, the TSX is the only marketplace with a MOC facility. All MOC orders will be directed to the TSX.

8) Marketplace Disclosure

An order executed on more than one marketplace will be disclosed on your trade confirmation as “Executed on Multiple Markets – Details on Request”. If you wish to know what quantities were executed on what marketplaces, please contact your Registered Representative, who can provide you with this information promptly and without charge.

If your trade was executed on a single exchange, that exchange will be noted on your trade confirmation with either an abbreviation (with details on the back of the confirmation) or noted in the trailer field.

If you have any questions regarding this notification, please contact our Chief Compliance Officer, Conrad R. Beyleveldt at (416) 342-9960.