

USER AGREEMENT –BROKERAGE SERVICE

General

This Agreement sets out the terms and conditions of your order transmission's over the phone to Fortification Capital inc. (Fortification). This Agreement supersedes any prior agreement specifically regarding this service, but is in addition to, and not replacement for, the present and future agreements between you and Fortification.

1. ACCEPTANCE OF THE AGREEMENT

The first-time use of any of the services defined herein below shall indicate that you have read this Agreement and that you agree to be bound by the terms and conditions stipulated herein and by any other condition or restriction applicable to the Service.

2. DEFINITIONS

In this Agreement:

"Client" means a Fortification client who uses the Service.

"Account" means the Client's brokerage account at Fortification.

"Quotation" means any request made by the Client through the Service for stock, option, index, mutual fund or other security quotations, including, but not limited to, bid/ask/last price/changes.

"Information Provider" means any entity providing Fortification, directly or indirectly, with securities or market data or information, including securities markets such as stock exchanges, and includes any subsidiary or affiliate of any such provider of data or information.

"Information" means any information, including news or information provided by third parties, relayed through the Service, including any request made by the Client using the Access System for account information, information about a stock, option, index, mutual fund or other security or quotations, including bid/ask/last price/changes using the Service.

"Trade Order" means principally any buy or sell order for stocks, options or other securities transmitted to Fortification, as well as any instruction or directive given through the Access System.

"Service" means, individually and collectively:

- access to any information, including data on prices, securities and the market available through electronic services, voice recognition or any other similar Internet connection or online system;
- access to accounts, particularly to documents related to accounts (trade confirmations, account statements, etc.);
- the facility to phone the client services of Fortification to send a Trade Order.

"Access System" means the phone to reach Fortification's client services or the web portal 'Investor' offered by our clearing broker Fidelity Clearing Canada.

3. PAYMENT OF FEES

By using the Services, the Client accepts, for each Account, responsibility for any and all costs and fees, including but without limitation, commissions, transaction fees or other applicable fees, as described in the fee schedule in effect.

4. PROCESSING TRADE ORDERS

The Client hereby authorizes Fortification to accept, transact and execute any Trade Order for the Account submitted using the Service and agrees to be solely responsible for the accuracy of any instruction communicated to Fortification using the Service. All Orders are subject to the discretionary acceptance of Fortification. In particular, Fortification does not guarantee that Trade Orders placed just prior to the closing of stock exchanges will be forwarded to such stock exchanges on the same day. The Client agrees, inter alia, that a Trade Order will only be processed if the Account is in good standing, if sufficient funds are available in the Account to execute the Trade Order, and if the Trade Order is consistent with the applicable legislation and regulations and with trading practices. The Client agrees that the changes to or cancellation of a Trade Order may be executed only if the original Trade Order has not yet been executed.

The Client shall immediately notify Fortification if the Client has received inaccurate confirmation of a Trade Order or confirmation of a Trade Order that the Client did not place or, any similar conflicting or

inaccurate communication. If the Client fails to comply with the foregoing requirements, Fortification shall not be held responsible or liable to the Client, or to any person whose claim may arise through the Client, for any claims arising out of any such conditions.

5. Choosing the right type of order

A market order is an order to buy or sell a stated amount of a security at the best possible price at the time the order is received in the marketplace. Market orders will definitely be filled; however, you cannot be sure of the price. Stock prices vary based on current conditions, and these conditions are not always reflected on your computer screen. The actual price at which your order is filled may be better or worse than you expected. A limit order is an order to buy or sell a security at a specified price or better. Your order will not be filled unless the stock trades at that level. Placing a limit order, however, is not a guarantee that your trade will be executed at your limit price. It does, however, eliminate the risk that your order will be filled at a price worse than you expected. A stop order is an order to buy or sell a stock at the market price once the price reaches or passes through a specified price, called the "stop price." Stop orders in volatile issues will not guarantee you an execution at or near the stop price. Once triggered, the order competes with other incoming market orders. Stop orders can be placed for buy or sell orders. The stop price specified for a buy order must be above the current asking price. A stop limit order performs like a stop order with one major exception. Once the order is activated (by the stock trading at or "through" the stop price), it does not become a market order. Instead, it becomes a limit order with a limit price equal to the former stop price. The advantage of this order is that you set a specified price at which your order can be filled. The disadvantage is that your order may not be filled in certain fast market conditions. In this case, your exposure to loss will continue until the position is closed. You should pick the type of order that is best suited for your situation and which considers current market conditions. Your orders are accepted only on an unsolicited basis. You are solely responsible for any and all orders placed in your account(s) and at your own risk.

6. Disclaimer Regarding Canadian and US Order Routing Information

Fortification Capital provides order-by-order Best Execution using smart order routing (SOR) technologies whereby the system attempts to seek the best available price and other terms for a Customer's order. ("Best Execution - Order Protection Rule (OPR)")

Orders received prior and after regular trading session will be accepted at any time, but dynamic prices will only be monitored and updated during normal market sessions. Orders may only be triggered during normal market sessions, and activity will occur during trading hour sessions, except order placement or cancellation requests.

Fortification Capital cannot and does not warrant or guarantee that every Customer order will be executed at the best posted price. Among other things, Fortification Capital may not have access to every market at which a particular product may trade (i.e. unprotected marketplaces); other orders may trade ahead of Customer's order and exhaust available volume at a posted price; exchanges or market makers may fail to honor their posted prices; Exchanges (Canadian and US markets) may re-route customer orders out of automated execution systems for manual handling (in which case execution or representation of Customer's order may be substantially delayed); or Exchange rules, policies, procedures or decisions or system delays or failures may prevent Customer's order from being executed, may cause a delay in the execution of Customer's order, or may cause Customer's order not to be executed at the best posted price

7. New issue

The term 'new issue' describes any security that's being offered to the public for the first time. New issues are offerings to the public of securities representing shares or debt securities of a company. Companies typically use new issues to raise capital for future business expansion, pay down debt or finance other corporate activities.

For equity new issues, documentations are released to the public (in Canada) on the SEDAR Web site at www.sedar.com. This includes the financial statements, the preliminary prospectus and, eventually, a copy of the final prospectus.

A preliminary prospectus is the first document filed with regulators and released to prospective investors by an underwriter of a new issue (where applicable). Investors should review this key document before deciding to place an 'Expression of Interest'. The preliminary prospectus offers information about the new issue, including financial details, information about risk and about the issuing company, but may not contain

information, such as the final price, underwriters' fees and issue size. This information will appear in the final prospectus.

The final prospectus is a legal document describing securities being offered for sale to the public which is filed with the applicable provincial securities regulators and which supersedes the preliminary prospectus. It details all material information about the corporation and the security being issued, including the final price, underwriters' fees and issue size. The final prospectus must be made available to all clients who purchased shares of the new issue. For fixed income new issues, many issues are exempt from this regulation.

An 'Expression of Interest' is a FIRM commitment to purchase a specific number of shares of a New Issue. The term 'Expression of Interest' is used for new issues within the securities industry.

If you are ready to purchase a new issue, you must first place an 'Expression of Interest' for the quantity you want by contacting Fortification Capital client services by phone.

Clients are able to purchase a variety of Initial Public Offerings (IPOs) that include common shares, preferred shares, income trusts and fixed income products, as well as treasury and secondary offerings for equity securities that already trade in the marketplace.

When enough shares are not available, we will allocate shares equitably, using approved allocation methods, among as many clients as possible. When placing 'Expressions of Interest', you must be willing to accept a partial fill or perhaps no fill at all. When the allocation is complete, you'll receive confirmation of the quantity allotted to you.

Generally, we allocate shares on a 'first come, first serve basis'. The decision to use other allocation models may be made in order to allow more clients to participate in an oversubscribed issue. Then Client will have priority over PRO accounts. In some cases where demand is very high, we may introduce a ceiling, or maximum number of shares per person or may allocate on a percentage basis.

Fortification Capital has access to new issues that may be available at the other major brokerages. In many cases, we are able to accommodate FIRM 'Expressions of Interest' on issues that we aren't actively selling or that is not in our list. Please contact the client services with the details, including the issue name, the lead underwriter, the issue price per share, the number of shares you are committed to buying, and your account information, and we will attempt to fill your 'Expression of Interest'.

All 'Expressions of Interest' are considered FIRM. The investment registered can try to make a change if the status of the offering is still open. If the Status is 'Closed', you will not be able to change or cancel your order.

Some new issues have restrictions such as:
to residents of a specific province,
to accredited investor only,
for a minimum quantity,

Generally, the minimum quantity Fortification will do is for \$5,000 of value. There is no commission charged to clients when purchasing a New Issue.

All New Issue purchases must be paid for by the settlement date. This is the date set by the issuer and the lead underwriter.

8. INFORMATION SOURCES

Information provided through the Service, including quotations has been independently obtained from various Information Providers through sources Fortification believes to be reliable. The information provided shall be used only for the Client's personal use.

9. INFORMATION ACCURACY

Fortification and the Information Providers do not warrant the timeliness, appropriateness, order, sequence, accuracy or completeness of any securities, market data or other information provided through the use of the Service.

10. HYPERTEXT LINKS

Links from and to other websites or references to products, services or publications other than those of Fortification on its web site do not imply that Fortification endorses or approves such web sites, products, services or publications.

11. LIMITATION OF LIABILITY

Fortification may, at its discretion, act in all matters on any instructions regarding a Trade Order given or purported to be given by or on behalf of the Client conveyed using the Service. Fortification shall not incur any

liability by reason of acting or not acting on or because of an error in the Trade Order given by the Client.

The Client acknowledges that Fortification may not be held liable for:

- Any inaccuracy, error, delay, interruption or omission of any information accessible through the Service.
- Any decision made or action taken by the Client in response to information provided through the Service.
- Any loss or injury caused in whole or in part by negligence, abnormal use, use inconsistent with the instructions provided regarding the Service or misuse or inadequate use of the Service by the Client, or by an unforeseeable event beyond the control of Fortification or the Information Providers in procuring, providing, interpreting, compiling, writing, editing, reporting or delivering any information or other services through the Service.
- Any loss or injury resulting from a communication problem.
- Any indirect or consequential damage, including, but not limited to, loss of revenues or profits or economic loss, present or future, arising from the proper or improper use of the Service, even if Fortification was advised of the possibility of such damages, or any third-party claim.

The Client agrees that the liability, if any, of Fortification or the Information Providers resulting from any claim (whether contractual, delictual, in contract, tort or otherwise) in any way connected with the Service is not to exceed the amount the Client paid to Fortification for the use of the Service, unless there is gross negligence on the part of Fortification.

12. RECORDING OF ORDERS

The Client acknowledges that, for their mutual protection, Fortification shall record all the instructions regarding Orders placed by the Client under the Service.

13. ACT OF GOD

The Client agrees that Fortification, its directors, officers, employees, agents, mandataries and Information Providers will not be liable for any loss or damage resulting from any circumstances beyond their control which prevent the Client from accessing the Service, including, but not limited to, acts or omissions of the Information Providers or any service provider related to the Client use of an Access System, failure of electronic, mechanical equipment or software, problems with telephone and communication lines and intercommunication ducts or conduits, unavailability of or an interruption in a network connection, fraudulent access, theft, acts of terrorism, power failure, labor disputes, and the intervention by a government or by regulatory or self-regulatory organizations.

14. OTHER AGREEMENTS AND AMENDMENTS

All terms and conditions governing the agreements respecting brokerage accounts held by the Client at Fortification shall remain in force and shall apply concurrently with the terms and conditions hereof.

15. CONFIDENTIALITY

The Trade Orders are kept confidential by Fortification.

16. MISCELLANEOUS

This Agreement confers certain legal rights upon the Information Providers, who may enforce such rights against the Client by instituting legal proceedings or by using other appropriate means.

This Agreement shall be binding upon the respective successors and assigns of the parties hereto.

If any provision or condition of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall apply only to such provision or condition and shall not affect the rest of the Agreement.

This Agreement shall be governed by and construed in accordance with the laws in the Province of Quebec.

The parties have requested that this Agreement be drawn up in the English language.