

**SEDAR FORM 2**  
**FILING SERVICE SUBSCRIBER'S AGREEMENT**

**Between:**

**ALBERTA SECURITIES COMMISSION**, as the representative securities regulatory authority authorized to grant licenses and enter into agreements with users of SEDAR, c/o CSA Service Desk, Attn: SEDAR Filing Service Contractor, 12 Millennium Blvd, Suite 210, Moncton, NB E1C 0M3 or [sedar@csa-acvm.ca](mailto:sedar@csa-acvm.ca).

**(hereinafter called "ASC")**

**And:**

---

**Legal Name of Subscriber**

---

**Street Address of Subscriber's head office**

---

**City, Province, Postal Code**

**(hereinafter called "Subscriber")**

**1.0 Definitions in this Agreement**

In this agreement the following words have the following meanings:

- 1.1** "Authorized Users" means those individuals who are the agents or employees of the Subscriber authorized by the Subscriber to access and use the SEDAR Filing Services;
- 1.2** "CSA" or the "Canadian Securities Administrators" collectively refers to the thirteen provincial and territorial securities regulatory authorities;
- 1.3** "Content" means the information contained in any Database;
- 1.4** "Database" means any databases of Documents or other information made available to Subscriber as part of the SEDAR Filing Services;
- 1.5** "Document" has the meaning set out in the National Instrument, and for greater certainty includes a filer profile as that term is defined in the National Instrument;
- 1.6** "Electronic Filer" means a person or company referred to (a) in the National Instrument that is required to comply with the requirements of the National Instrument; or (b) in the MC Filing Requirements that is required or permitted to comply with the MC Filing Requirements; and includes the Subscriber making an Electronic Filing or using the SEDAR Filing Services on its own behalf;
- 1.7** "Electronic Filing" means a Document that is filed under Securities Legislation or Securities Directions in Electronic Format or the act of filing a Document under Securities Legislation or Securities Directions in Electronic Format, as the context indicates, and for

greater certainty includes a Document transmitted electronically using the SEDAR Filer Software;

- 1.8** “**Electronic Format**” means the computerized format of a Document prepared and transmitted in accordance with the standards, procedures and guidelines contained in the SEDAR Filer Manual;
- 1.9** “**Filing Agent**” means a person or company that is authorized to make an Electronic Filing on behalf of an Electronic Filer, and includes a person or company that is authorized to use the SEDAR Filing Services on behalf of another person or company;
- 1.10** “**Market Centres**” means TSX Venture Exchange Inc., its successor and assigns;
- 1.11** “**MC Filing Requirements**” means the provisions of any legislation, regulations or rules made in any province or territory of Canada, or of any by-laws, rules, decisions, orders, rulings, policies or any other similar instrument made by any of the Market Centres, which are in effect from time to time, in whole or in part, and which require or permit issuers of securities and other third parties dealing with such issuers or their securities to file, deliver permit issuers of securities and other third parties dealing with such issuers or other securities to file, deliver or otherwise submit documents or information with or to any of the Market Centres;
- 1.12** “**Multilateral Instrument**” means the Multilateral Instrument 13-102 *System Fees for SEDAR and NRD*, effective in whole or in part, as the case may be, in the applicable jurisdiction in which the Securities Regulatory Authority is situate, as amended from time to time;
- 1.13** “**National Instrument**” means the National Instrument 13-101 - System for Electronic Document Analysis and Retrieval (SEDAR), effective in whole or in part in the jurisdiction in which the Securities Regulatory Authority is situate, as amended from time to time;
- 1.14** “**Payment**” means the payment of fees and/or charges payable to: (a) the Securities Regulatory Authorities for filing under any Securities Legislation; and/or (b) the Securities Regulatory Authorities under the Multilateral Instrument; and/or (c) a Market Centre for filing as permitted under the applicable MC Filing Requirements, all as such fees and charges may be amended from time to time;
- 1.15** “**Payment Authorization**” means the electronic data, messages and information from the Subscriber communicated through SEDAR to authorize the Subscriber’s designated financial institution or other supplier of electronic banking services to make a Payment on the Subscriber’s behalf;
- 1.16** “**Principal Contact**” means each individual designated in writing by the Subscriber who is authorized to administer the SEDAR operations and use of the SEDAR Filing Services on behalf of the Subscriber;
- 1.17** “**Securities Directions**” means, for the local jurisdiction in which the Securities Regulatory Authority is situate, the instruments listed in Appendix A to National Instrument 14-101, opposite the name of the local jurisdiction;
- 1.18** “**Securities Legislation**” means, for the local jurisdiction in which the Securities Regulatory Authority is situate, the statute and other instruments listed in Appendix B to National Instrument 14-101, opposite the name of the local jurisdiction, and with respect to the applicable Market Centre, the MC Filing Requirements and the statutes, by-laws, manuals and other instruments governing or adopted by the Market Centre;

- 1.19 “Securities Regulatory Authority”** means, for the local jurisdiction, the securities commission or similar regulatory authority listed in Appendix C to National Instrument 14-101, opposite the name of the local jurisdiction;
- 1.20 “SEDAR”** means the computer system for the transmission, receipt, acceptance, review and dissemination of Documents filed in Electronic Format known as the System for Electronic Document Analysis and Retrieval, and for greater certainty includes the system for communication of Payment Authorizations, access to databases for search and retrieval in electronic form of Electronic Filings, transmission of e-mail communications among SEDAR subscribers, Securities Regulatory Authorities and Market Centres, and access to server workspaces for storage of electronic information;
- 1.21 “SEDAR Filer Manual”** means the version of the SEDAR Filer Manual: Standards, Procedures and Guidelines for Electronic Filing with the Canadian Securities Administrators, incorporated by reference in the National Instrument, as amended from time to time;
- 1.22 “SEDAR Filer Software”** means the software described in the SEDAR Filer Manual provided under license to the Subscriber by or through the ASC, which may include third party software, and any new code updates, releases, versions or modifications to the software deemed necessary by the ASC, but the ASC reserves the right to offer new or additional services, features or functions as separately priced options;
- 1.23 “SEDAR Filing Services”** means those services consisting of the licensed use of one copy of the SEDAR Filer Software installed on a single personal computer of the Subscriber, with the related network access, network usage, server access and usage and support services supplied by or on behalf of the ASC, which, together with Subscriber’s computer operating environment as specified in the SEDAR Filer Manual, enable the Subscriber to file or otherwise submit, in Electronic Format, Document(s) as required or permitted by the Securities Legislation and/or Securities Directions and/or MC Filing Requirements of any jurisdiction in Canada and which enable the Subscriber to transmit Payment Authorizations and to access databases for search and retrieval in electronic form of Electronic Filings, transmit e-mail communications among SEDAR subscribers, Securities Regulatory Authorities and Market Centres, and access server workspaces for storage of electronic information;
- 1.24 “SEDAR System Fees”** means those fees set forth in the Multilateral Instrument charged in connection with SEDAR; and
- 1.25 “XBRL”** means eXtensible Business Reporting Language.

## **2.0 Responsibilities of the ASC**

- 2.1** The ASC shall supply the SEDAR Filing Services to the Subscriber in accordance with this agreement, the National Instrument and the MC Filing Requirements.
- 2.2** The SEDAR Filing Services shall enable the Subscriber to communicate Payment Authorizations to facilitate the making of Payments to any Securities Regulatory Authority and, subject to the applicable MC Filing Requirements, any Market Centre, as set forth in this agreement, the National Instrument and the MC Filing Requirements, as applicable.
- 2.3** The ASC shall grant, or cause to be granted to the Subscriber a license to access and use the SEDAR Filer Software upon and subject to the terms and conditions attached as

Appendix A to this agreement and/or are provided and distributed separately to the Subscriber either directly by the ASC or by the third party software supplier. The Subscriber agrees to comply with all of such terms and conditions.

### **3.0 Responsibilities of the Subscriber**

- 3.1** The Subscriber shall ensure that only its Authorized Users will be permitted access to and use of the SEDAR Filing Services on the Subscriber's behalf. The Subscriber is responsible for implementing and exercising security precautions to control such access and use and password protection, with at least the same degree of care and to the same standards as it exercises for its own confidential and proprietary information. The authority of each user ID assigned by (or on behalf of) the ASC to act on behalf of the Subscriber for all purposes of the SEDAR Filing Services and Payment Authorization shall continue in effect until written notice to the contrary is received by the ASC.
- 3.2** In the event the Subscriber becomes aware of any unauthorized access to the SEDAR Filing Services, it shall promptly notify the ASC and shall use its best efforts to cooperate in maintaining the security of, access to and use of the SEDAR Filing Services.
- 3.3** The Subscriber shall pay all the SEDAR System Fees in accordance with the Multilateral Instrument. All such fees and charges are non-refundable, except for prepaid fees where a Subscriber is not in breach of this agreement. All such fees and charges shall be paid by Subscriber either: (a) by cheque or other acceptable method of payment, and where such fees and charges are invoiced, following receipt of such invoice and Subscriber agrees to pay invoiced amounts within thirty (30) days of the invoice date; or (b) by Payment Authorization if the Electronic Filing or other use of the SEDAR Filing Services requires a payment, and such Payment Authorization shall be given contemporaneously with the first Electronic Filing in the project or at the time such other use is made. The Subscriber agrees to pay interest on all unpaid fees and charges at the rate set forth, if any, in the applicable rule or instrument, from the due date. The Subscriber shall not make an Electronic Filing and/or use the SEDAR Filing Services (i) on its own behalf or as Filing Agent on behalf of any other person or company unless Subscriber has paid any fees and charges then due from the Subscriber, including, without limitation, any annual or other filing service fees and charges; or (ii) on behalf of any other person or company if such person or company has not paid, and Subscriber knows or is deemed to know that such person or company has not paid, any fees and charges then due by it, including, without limitation, any annual or other filing service fees and charges. For the purposes of section 3.3(ii) above and without limiting the generality of the foregoing, the Subscriber will also be deemed to know that a person or company has not paid any such fees and charges if information to that effect is sent by or on behalf of the ASC, either by a notice sent in the manner contemplated in section 15 herein, or by a subscriber update or other bulletin or correspondence sent by telecopier to the telecopier number advised by the Principal Contact of the Subscriber.
- 3.4** The Subscriber agrees to indemnify and save the ASC and the CSA Related Parties (as defined below) harmless against any and all losses, claims, damages, actions, causes of action or costs and expenses, that any such person may incur, suffer, sustain, or be put to, by reason of an act or omission of the Subscriber, its Authorized Users, its affiliates, its principals or agents acting on Subscriber's behalf, which results from Subscriber's material breach of this agreement, or Subscriber's gross negligence or wilful misconduct in its use of SEDAR.

- 3.5** The Subscriber is responsible for the installation and testing of the SEDAR Filer Software at its own expense, and for supplying or having use of all the computer equipment, supporting equipment, hardware, software, related services including internet access, communication services and related technical support that it requires in order to prepare, send or receive Documents and Payments as contemplated by this agreement, the National Instrument, the SEDAR Filer Manual and, if applicable, the MC Filing Requirements. Subscriber acknowledges that the SEDAR system does not verify whether an Electronic Filing conforms to the electronic formatting requirements set out in the SEDAR Filer Manual and that the SEDAR system may restrict the Subscriber's ability to submit Electronic Filings that may be infected with a virus. The Subscriber acknowledges that each Electronic Filer is responsible for ensuring that an Electronic Filing transmitted by it directly or by a Filing Agent on its behalf or its use of the SEDAR Filing Services directly or through a Filing Agent does not and is not in breach of any laws, regulations or conventions, including, but not limited to, those relating to data privacy (including ensuring that all appropriate consents are in place in order to disclose personal information contained in the Electronic Filings), communication and exportation of technical or personal data and that each Electronic Filing is free of viruses, worms, trojan horses or other items of a destructive nature. The ASC and the other members of the CSA shall not be responsible or liable as a result of a breach of the foregoing.
- 3.6** The Subscriber is responsible for verifying the status of an Electronic Filing made by it, for establishing and maintaining a back-up procedure for the reconstruction of any lost or damaged Document in Electronic Format that is to be or has been transmitted using the SEDAR Filing Services and SEDAR Filer Software, for retaining paper copies and original signed copies of Electronic Filings and for delivering copies of documents, or portions thereof, where required by Securities Legislation or Securities Directions.
- 3.7** The Subscriber shall advise of any changes in the information contained in any previously filed Application For SEDAR Filing Services (SEDAR Form 1), or subsequent information by submitting a newly completed SEDAR Form 1.

#### **4.0 Payment Authorizations**

- 4.1** If the Subscriber intends to make Electronic Filings of a type that will either require the Subscriber to make Payments to the Securities Regulatory Authorities using the SEDAR system and no other subscriber will be making the Payments on behalf of the Subscriber, or if the Subscriber is permitted pursuant to the applicable MC Filing Requirements to make Payments to a Market Centre and the Subscriber intends to make Payments to the Market Centres, then this section 4.0 applies and the Subscriber shall provide or cause their electronic data interchange ("EDI") compliant financial institution to provide all required information concerning its EDI compatible account or other electronic banking facility (collectively the "Electronic Banking Information") which shall be used to facilitate and communicate Payment Authorizations through SEDAR.
- 4.2** The Subscriber is solely responsible for the accuracy of such Electronic Banking Information and user IDs requested by Subscriber and shall provide reasonable notice of any changes.
- 4.3** The Subscriber is solely responsible for establishing and maintaining any account and agreements with its designated financial institution or other supplier of electronic banking facilities (collectively the "FI"), including without limitation, maintaining current

Electronic Banking Information for pre-authorized recipients of Payments from such account, for the purposes of making any Payment and for all service charges relating to the account or other facility used, including those charges for its processing of electronic payment instructions.

- 4.4** The Subscriber acknowledges that Payment Authorizations are transmitted using the SEDAR Filer Software and that the Subscriber shall be, for all purposes, the EDI payment originator with respect to any Payment. All Payment Authorizations become irrevocable once the pay command for the transmission of the Electronic Filing or other use of the SEDAR Filing Services in respect thereof is entered, unless the Payment Authorization cannot be acted upon, in which case the SEDAR system will record the unsuccessful Payment Authorization. The Subscriber is responsible for verifying that its Payment Authorizations are successful.
- 4.5** The Subscriber is solely responsible for the actions of the Principal Contact, employees, agents and contractors authorized by it and under its control, including without limitation, individual(s) that, from time to time: (a) receive assigned identification numbers and passwords; (b) distribute identification numbers and passwords to Authorized Users; (c) provide Electronic Banking Information; (d) make any Payment Authorization; and (e) advise of changes to any of the foregoing. The ASC and the other members of the CSA shall not be responsible, directly or indirectly, for any inaccuracies, errors or omissions in the Electronic Banking Information or authorities of Authorized Users instructed by the Subscriber or for Payment errors or failed Payments resulting therefrom.
- 4.6** The Subscriber is solely responsible for keeping its Electronic Banking Information, account balances and records up to date, for reviewing payment confirmation screens before transmitting any Payment Authorization and for verifying that the amount of any Payment for fees and charges is correct.

## **5.0 Mutual Acknowledgements**

- 5.1** Access to and use of the SEDAR Filing Services is restricted to Authorized Users of the Subscriber only. The ASC will establish a Subscriber's account and Authorized User identification numbers and passwords and may establish a personal identification number ("PIN") unique to the Subscriber, each of which will be given to the Subscriber's Principal Contact. Subscriber is responsible for changing initial passwords upon gaining access to the SEDAR Filing Services and at any other times necessary for security purposes and for notifying the ASC in writing as soon as possible if a breach of security is suspected or if the integrity of the PIN is at risk. The ASC reserves the right to decline to assign a new PIN if the signature of the Principal Contact cannot be verified using a specimen signature on file. The Subscriber's Documents in Electronic Format which will be or have been transmitted as part of the SEDAR Filing Services will be handled by the ASC in accordance with its established security procedures, the effectiveness of these procedures being dependent upon Subscriber's implementation of those aspects of the procedures which are under Subscriber's control.
- 5.2** The Subscriber acknowledges that the ASC, for the purposes of supplying the SEDAR Filing Services, is not an agent of the Subscriber, the CSA, the Market Centre(s) or any other party.
- 5.3** The SEDAR Filer Software, SEDAR user guides, SEDAR installation guides, instructions and system information, which are made available by the ASC are, as between

the ASC and the Subscriber, the exclusive property of the ASC, except for pre-existing works and/or third party software forming part thereof and used in connection with the SEDAR Filing Services, the latter being the proprietary material of third party suppliers. No title to any property or goods is being purchased or transferred under this agreement. The Subscriber shall not take any steps, directly or indirectly, to challenge the proprietary rights of the ASC and its suppliers in the SEDAR Filer Software.

- 5.4** Access to and use of the SEDAR Filing Services is subject to this agreement and the SEDAR Filer Software licenses granted to the Subscriber.
- 5.5** SEDAR is a registered trade-mark of the CSA. The Subscriber acknowledges that the supply of the SEDAR Filing Services set out in this agreement does not include the grant of any right, title, interest or license to use the SEDAR trade-mark for any purpose whatsoever. Any such use by Subscriber is strictly prohibited.
- 5.6** Subscriber acknowledges and agrees that it does not and will not, by virtue of this agreement, acquire any proprietary interest in the Database, or any portion thereof, which Database includes Documents filed by an Electronic Filer; however subject to the foregoing, nothing herein shall restrict any other rights an Electronic Filer may have to use, independent of the SEDAR system, any Document which was electronically filed by it using the SEDAR Filing Services. Subscriber acknowledges and agrees that it is authorized: (a) to view, download and print Documents retrieved from the Database and use Documents and Content for its own personal and non-commercial use only; and (b) to provide limited extracts and/or unaltered copies of Documents retrieved from the Database or Content, to *bona fide* clients provided that: (i) Subscriber is reasonably satisfied that any such *bona fide* client will use the Documents and/or Content for its own personal and non-commercial purposes only or Subscriber uses contractual or other means to ensure that any such *bona fide* client complies with the restrictions on use of the Documents and the Content, set out in this agreement; and (ii) where a Document filed in (XBRL) format is provided or forwarded to third parties, including *bona fide* clients, Subscriber informs such recipients that such Document has been filed pursuant to a voluntary filing program established by the CSA, that it is not a substitute for the corresponding version of such Document filed in PDF format, and that it may not include all of the information contained in the corresponding PDF version of such Document; and (iii) Subscriber retains any and all copyright and other proprietary notices. A “*bona fide* client” is a client of Subscriber who has retained Subscriber principally for the purpose of receiving goods or services from the Subscriber, other than the Documents or the Content, or other similar information, such that providing the Documents or the Content, or other similar information is only incidental to the primary business relationship between the Subscriber and such client. Except as otherwise set out in this agreement, Subscriber acknowledges and agrees that unless the Subscriber has received the prior written permission of the ASC: (a) Subscriber will not, directly or indirectly, sell, assign, distribute, provide access to, transmit, exploit, copy, modify, publish, republish, reproduce, repackage, retransmit, resell, recompile, decompile, disassemble, reverse engineer or otherwise disseminate, the Database, or any portion thereof, SEDAR, the Documents, the Content, or any derivative works from the Documents, or any portion thereof, in any medium or in any manner whatsoever; and (b) Subscriber will not use the Database or any or all of the Documents or the Content to construct a database of any kind, nor store the Database, the Documents or the Content (in whole or in part) in databases for access by Subscriber or any third party, nor distribute any database services containing all or part of the Database, the Documents or the Content. The ASC shall have

the right, from time to time, to impose changes, restrictions or conditions in respect of the use of the Database by the Subscriber, any group of subscribers or any particular client of a Subscriber, including withdrawing permission to use the Database and Subscriber agrees to promptly comply with all such changes, restrictions and conditions.

- 5.7** Unless specifically granted, nothing herein shall be construed as conferring to Subscriber any right under any copyright of the ASC and/or the other members of the CSA or third parties who own copyright in the Content. With the exception of the public Documents, all right, title and interest in the compilations of Documents, the Database, associated market data and information and databases, including without limitation, SEDAR design, text and graphics, are owned by the ASC and/or the other members of the CSA or their respective licensors and are protected by Canadian and international copyright laws. The Subscriber acknowledges and agrees that copyright subsists in SEDAR, including in the selection, arrangement and assembly of the public Documents and Content, and that such copyright is owned by the ASC and/or the other members of the CSA or their respective suppliers. Any rights not expressly granted in this agreement are reserved.
- 5.8** In furtherance of the objective of enhancing investor awareness of the business and affairs of public companies and investment funds and promoting confidence in the transparent operation of capital markets in Canada, Subscriber acknowledges on its own behalf, and if Subscriber is a Filing Agent, on behalf of the corresponding Electronic Filer, that the ASC and its licensees may reproduce and distribute Content, in whole or in part, and that they may license the use, reproduction and distribution of Content, in whole or in part, to third parties, whether on a commercial or non-commercial basis, including any Content that has been, or will be, filed or submitted by Subscriber on its own behalf, or on behalf of an Electronic Filer, through SEDAR.
- 5.9** The Subscriber agrees that misappropriation or unauthorized use of the Database or the Content by the Subscriber or its breach of this agreement will cause the ASC serious damage for which money damages may not constitute sufficient remedy and that in such instances the ASC and the other members of the CSA may seek and obtain injunctive relief, in addition to any other remedies available to them.

## **6.0 Limitations & Warranties**

- 6.1** The Subscriber accepts sole responsibility for its access to and use of the SEDAR Filing Services. The instructions given by a Subscriber to effect an Electronic Filing or any Payment Authorizations and/or otherwise use the SEDAR Filing Services constitute the representation and warranty of the Subscriber that Subscriber has full power, right and authority to effect the same in accordance with Subscriber's instructions and Subscriber is deemed to have provided its permission to the collection, use and disclosure of information contained therein for the purposes set out in the National Instrument and for other disclosures to the public in the manner authorized by the CSA, including without limitation, on [www.sedar.com](http://www.sedar.com), whether Subscriber is acting on its own behalf or as a Filing Agent. When retrieving or making use of any information contained in the Database, the Subscriber shall comply with all applicable laws, including, without limitation, Canadian privacy laws, and the Subscriber shall apply professional judgment in making use of such information, including, without limitation, the use or accuracy of any information, as the basis for any conclusions. Furthermore, Documents filed in (XBRL) format have been filed pursuant to a voluntary filing program established by the CSA and are not a substitute for the corresponding version of such Documents filed in PDF format.



Documents filed in XBRL format may not include all of the information contained in the PDF version of the corresponding Document; Subscriber should refer to the Document in PDF format to view the complete version filed with the Securities Regulatory Authority. Due to the nature of XBRL format documents, Subscriber may be required to retrieve several separate data files in order to compile a complete document in XBRL format.

- 6.2** The ASC shall at all times endeavour to professionally and efficiently supply the SEDAR Filing Services. However, other than as expressed herein, neither the ASC, the other members of the CSA, their respective service providers, nor their respective directors, officers, members, employees or agents (collectively, the CSA Related Parties”) make any representation or warranty, or condition expressed or implied, statutory or otherwise, as to the use of the SEDAR Filing Services or SEDAR Filer Software, including without limitation, any representations or warranties as to quality, accuracy of contents, completeness, merchantability, or fitness for a particular purpose of any use of the SEDAR Filing Services or SEDAR Filer Software or that any specialized requirements of the Subscriber will be met. **Except as stated in this agreement, all implied warranties or conditions of merchantability or fitness for a particular purpose are hereby disclaimed and excluded from this agreement.**
- 6.3** Without limiting the generality of the foregoing, neither the ASC, nor the CSA Related Parties make any representations or warranties: that the use of the SEDAR Filing Services or SEDAR Filer Software will be uninterrupted, free from errors or offered without delays, due to circumstances within or beyond their reasonable control.
- 6.4** Neither the ASC, nor the CSA Related Parties will be liable for any loss or damage caused by any delay in the access to the SEDAR Filing Services or for any delay or failure in any transmission system or for any alteration in the content or format of any information and/or documentation transmitted using the SEDAR Filing Services or for any delay as the result of the failure or malfunction in any hardware or software.
- 6.5** If liable, notwithstanding the express exclusions and limitations set out in this agreement, under this agreement or any statute or rule of law, any and all liability of the ASC and the CSA Related Parties is limited to the payment to Subscriber for actual and direct damages of Subscriber to a maximum amount equal to the SEDAR System Fees paid by the Subscriber on its own behalf or on behalf of a particular Electronic Filer for the specific affected or failed filing to a Securities Regulatory Authority or other specific or failed use of a SEDAR Filing Service, or \$10,000 (CDN), whichever is less, provided that Subscriber is not in breach of this agreement, the National Instrument or, if applicable, the MC Filing Requirements. No party shall be liable for any loss or damage suffered by the other or caused by a failure to perform any duty imposed by this agreement where such failure is caused by an event, omission or condition not reasonably within the control of the defaulting party. Except as contemplated above in this section 6.5, neither the ASC, nor any CSA Related Party shall be liable for (a) direct, indirect, general, special, incidental or consequential damages, lost profits, lost savings or any other damages arising out of this agreement, the access or use, or inability to access or use, the SEDAR Filing Services, the SEDAR Filer Software, Documents that may be made available through the SEDAR Filing Services, the use, accuracy or completeness of any information, Document or the Database, or any information or reliance on information contained in a Document filed in XBRL format or any deviation of such information from information contained in the corresponding version of that Document filed in XBRL format; and (b) damages of third parties claimed against Subscriber, even if the ASC has been advised of the possibility of any such damages. The foregoing limitations of liability apply regardless of the basis on

which Subscriber is entitled to claim, including but not limited to breach of contract, even if in the nature of a breach of a condition or a fundamental term or a fundamental breach, or tort, including but not limited to negligence or misrepresentation. No action, regardless of form, arising out of this agreement may be brought by either party against the other more than two years after the cause of action arises.

## **7.0 Term**

**7.1** The term of this agreement shall commence on the earliest of the following: (a) the date Subscriber or any of its Authorized Users use any user IDs assigned by the ASC to Subscriber; and (b) the date the ASC receives a signed copy of this agreement, and shall continue, subject to termination, as set out in this agreement.

## **8.0 Confidentiality and Privacy**

**8.1** The parties undertake and agree to respect the confidential nature of all confidential and proprietary information and Documents provided by the other party, related directly or indirectly, to the SEDAR Filing Services, the SEDAR Filer Software, its documentation, initial installation or implementation in the Subscriber's computer(s), server(s), network(s), and, consequently, never to disclose any part thereof to anyone, with the exception of their directors, officers, employees, agents, legal advisors or sub-contractors who need to know or use the same for the purpose of performing obligations or rights under this agreement, and the Securities Regulatory Authorities and the Market Centres. Such information may be disclosed to the extent required by law provided that the party seeking to make such disclosure informs the other party and uses reasonable efforts to obtain a confidentiality undertaking from the recipient. For greater certainty, nothing herein shall be interpreted as prohibiting the Subscriber, the ASC or the other members of the CSA from publicly disclosing Documents by means of the SEDAR Filing Services in a manner consistent with the National Instrument or as otherwise required by applicable Securities Legislation.

**8.2** The following information and documents are expressly excluded from this confidentiality commitment:

- (a) any information or document which is or shall become publicly available, except as a result of a default under this agreement; or
- (b) any information or document which one of the parties shall legally obtain from a third party; or
- (c) any information or document which the receiving party had obtained without an obligation of confidence prior to disclosure thereof by the disclosing party; or
- (d) any information or document which one of the parties, its directors, officers, employees or agents develops independently and without using any part of the confidential information or documents received from the other party or without contravening this agreement.

**8.3** If Subscriber has indicated on SEDAR Form 1 that it will be a Filing Agent, the ASC may include Subscriber's name and basic contact information in a list of the ASC subscribers or

specific class of subscribers, and may make such information available to any person upon request, unless Subscriber requests otherwise by written notice to the ASC.

**8.4** The personal or other information of individuals contained in SEDAR is governed by privacy laws, including without limitation, the public sector privacy legislation applicable to the Securities Regulatory Authorities and private sector privacy legislation applicable to the Subscriber, as the case may be. Personal information that is filed in Documents in SEDAR, using the SEDAR Filing Services, is collected on behalf of and used by the Securities Regulatory Authorities for purposes of the administration and enforcement of certain provisions of Securities Legislation. Some information will be made public pursuant to Securities Legislation in each of those jurisdictions. Other information will remain confidential and will not be disclosed to any person or company except to any of the Securities Regulatory Authorities or their authorized representatives or except where required or permitted by law. Subscriber will not knowingly submit or file any personal information contained in an Electronic Filing by Subscriber, nor use or disclose any personal information contained in the Content for purposes unrelated to the purposes for which the information is made available to the public under Canadian securities laws, including, without limitation, for marketing purposes, unless Subscriber has first obtained any and all consents as required under applicable Canadian privacy laws. For details about the purposes for which the information is made available to the public under Canadian securities laws, please refer to the Privacy Statement posted from time to time on [www.sedar.com](http://www.sedar.com). The use of SEDAR is subject to the terms of the aforementioned Privacy Statement.

## **9.0 Amendments and Changes**

**9.1** The ASC may:

- (a) amend this agreement; or
- (b) amend the SEDAR Filing Services from time to time;

on thirty days' notice in writing addressed to the Subscriber or otherwise communicated through SEDAR to the Subscriber.

**9.2** The Subscriber shall be deemed to have accepted any such amendments after receipt from the ASC of the notice of amendments or changes if:

- (a) it has continued, through any of its Authorized Users, to use any access codes issued to the Subscriber in accessing the SEDAR Filing Services, as may be amended; or
- (b) it has continued to use the SEDAR Filing Services or other service, as may be amended.

In the event of any of the foregoing actions, the Subscriber agrees that it shall be bound by the provisions of the amendment, if applicable, notwithstanding the lack of a manual signature of the Subscriber upon any amended agreement.

**9.3** Notwithstanding sections 9.1 and 9.2, in the case of amendments to this agreement, or any previous form of SEDAR Form 2 executed by the Subscriber or its predecessor, which are mandated when the National Instrument, MC Filing Requirements or any amendment thereto becomes effective as a rule, regulation or other legally binding instrument, such

amended SEDAR Form 2 or any specific amendments to a prior executed SEDAR Form 2 will be binding on the Subscriber on the date the National Instrument, MC Filing Requirements or any amendment thereto, becomes effective, notwithstanding the date of Subscriber's receipt of notice thereof or the lack of a manual signature of the Subscriber upon any amended SEDAR Form 2 or specific amendment thereto, unless otherwise specifically provided in the National Instrument or MC Filing Requirements.

- 9.4** The ASC may also offer new or additional services, features or functions through SEDAR and set any applicable fees and charges therefor from time to time. The Subscriber shall be deemed to have accepted any such new or additional services, features or functions and applicable fees and charges if it has commenced using such new or additional services, features or functions.

## **10.0 Interpretation**

- 10.1** If any provision of this agreement shall be found to be invalid or unenforceable, in whole or in part, such provision shall be severed from this agreement, and all other provisions shall remain in full force and effect. The parties shall replace any such invalid or unenforceable provision with a valid provision which most nearly conforms to their original intent. Headings contained in this agreement are for convenient reference only and do not form part of this agreement. A word importing the singular includes the plural and vice versa. A reference to the Securities Legislation, Securities Directions or to a provision thereof shall be deemed to include a reference to any legislation, instrument, rule, regulation or provision enacted in substitution therefor or amendment thereof. All fees and charges are payable in Canadian funds. A facsimile or other electronic transmission of a signed copy of this agreement sent to the ASC shall be deemed to be an original signed copy.

- 10.2** This agreement, together with the Application For SEDAR Filing Services (SEDAR Form 1) and the SEDAR Filer Software licenses, constitutes the only agreement between the parties with respect to the subject matter of this agreement, and supersedes and replaces any written or oral proposal, document or arrangement with respect to the services contemplated by this agreement. In addition, the Subscriber hereby recognizes and acknowledges that it has taken cognizance of the SEDAR Filer Manual and the National Instrument, the Multilateral Instrument and, if applicable, the MC Filing Requirements.

## **11.0 Termination**

- 11.1** This agreement shall be terminated upon the occurrence of any of the following events:
- (a) If the Subscriber becomes insolvent or bankrupt, or reorganizes its business, within the meaning of the Bankruptcy and Insolvency Act of Canada, or shall take steps, or have steps taken against it, for the winding up of its legal existence or the dissolution of any partnership, or shall have a receiver, or trustee appointed for its property, unless such receiver or trustee desires to continue to access the SEDAR Filing Services having confirmed its acceptance of the terms and conditions of this agreement and of the SEDAR Filer Software license(s) or,
  - (b) If the Subscriber elects to terminate the agreement upon 10 days written notice to the ASC provided that the foregoing change shall not be interpreted so as to limit the application of the National Instrument or,

- (c) Where the ASC has not received payment of any outstanding annual subscription, licensing or filing service fees and charges or any amount owing for other services for a period of 15 days after delivery of written notice of non-payment or,
- (d) Except as contemplated by (c) above, if the Subscriber commits a breach of any of its obligations, representations or warranties under this agreement, which breach is not remedied within 30 days after delivery of written notice of breach, or
- (e) If the ASC elects to terminate the agreement upon 60 days written notice to Subscriber.

## **12.0 Following Termination**

**12.1** Following termination of this agreement, the Subscriber shall: (a) pay all fees and charges incurred by the Subscriber as owing to the date of termination and the Subscriber shall either return all SEDAR Filer Software, together with the SEDAR User Guide or destroy them and provide a manually signed certificate certifying that no copies of any of the foregoing have been retained; and (b) cease use of all personal information received from SEDAR, however nothing herein shall restrict any other rights an Electronic Filer may have to use, independent of the SEDAR system, any Document which was electronically filed by it using the SEDAR Filing Services. The provisions of section 3.4, Articles 4, 5, 6, 8 and this section 12.1 shall survive termination of this agreement.

## **13.0 Choice of Law**

**13.1** This agreement shall be governed by, and the Subscriber submits to, the laws of Alberta and the laws of Canada applicable therein.

## **14.0 Assignment**

**14.1** This agreement may be assigned by the ASC upon written notice to Subscriber. Effective upon such assignment, the ASC shall be relieved of its obligations under this agreement. The Subscriber shall not assign this agreement without prior written consent of the ASC, which consent shall not be unreasonably withheld providing that the Subscriber has complied with this agreement and paid all then outstanding fees and charges, and which consent shall be subject to the satisfaction of certain conditions including payment of a reasonable administrative fee by Subscriber and the execution of the then current form of Filing Service Subscriber's Agreement, or its replacement, by Subscriber's assignee. Subject to the foregoing, this agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

## **15.0 Notices**

**15.1** Notices as required by this agreement shall be sent in writing by the parties by personal delivery, email, telecopier or prepaid first class mail addressed (a) to the Subscriber at the address set out in this agreement, and where sent by telecopier or email, to the telecopier number or email address completed by the Subscriber on SEDAR Form 1; or (b) to Alberta Securities Commission, c/o CSA Service Desk, Attention: SEDAR Filing Service

Contractor, 12 Millennium Blvd, Suite 210, Moncton, NB E1C 0M3, and where sent by telecopier at 1-866-729-8011 or where sent by email at sedar@csa-acvm.ca; or to such other address as may be designated by notice given by a party to the other. Notices sent by personal delivery or telecopier shall be deemed received on the business day delivered or sent and notices sent by mail shall be deemed received on the third business day following posting.

**16.0 Language**

**16.1** The parties have expressly agreed that this agreement and all documents relating thereto be drawn up in English only. Les parties aux présentes ont expressément requis que le présent contrat ainsi que tous les documents qui s’y rattachent soient rédigés en anglais seulement.

**17.0 Waiver**

**17.1** The failure by the ASC to enforce at any time any of the provisions of this agreement, to exercise any right or option provided herein, or to require at any time the performance by the Subscriber of any of the provisions herein will not in any way be construed as a waiver of such provisions or rights.

This agreement constitutes an offer by the ASC, which once accepted without changes by the Subscriber, whether by signing the agreement and returning it to the ASC, or otherwise, shall become binding upon the ASC.

Executed at the City/Municipality of \_\_\_\_\_, Province/Territory of \_\_\_\_\_ on the \_\_\_\_ day of \_\_\_\_\_ (month), \_\_\_\_\_, (year) by the Subscriber or the duly authorized and appointed officer(s) or partner(s) acting on the Subscriber’s behalf.

\_\_\_\_\_  
**Full Legal Name of Subscriber (Type or Print)**

Per: \_\_\_\_\_  
*Signature*  
\_\_\_\_\_  
*Print Name/Title*

Per: \_\_\_\_\_  
*Signature*  
\_\_\_\_\_  
*Print Name/Title*

## **Appendix A**

### **SEDAR Software License Agreement**

**This License Agreement applies to the software made accessible to you, the Subscriber, and identified as “SEDAR” with the then current release number, including enhancements and code updates to such software made available from time to time. By completing and submitting SEDAR Form 2 or by continuing to use this software, you are agreeing to be bound by the terms of this Agreement.**

**Introduction.** Your use of the SEDAR software product named “SEDAR” and related documentation, as enhanced, amended or replaced from time to time (collectively the “Software”) and your access to the SEDAR system are subject to the terms and conditions of this Agreement, all third party licenses which are provided and distributed separately to you by or on behalf of the Alberta Securities Commission (“ASC”), in connection with SEDAR and the Filing Service Subscriber’s Agreement (“SEDAR Form 2”) between you and the ASC. The Software is one and the same as the “SEDAR Filer Software” as that term is defined in SEDAR Form 2.

**License.** The Software is licensed to you by the ASC for your use in executable form. You acknowledge that this License is not a sale of the Software or intellectual property contained therein and that the ASC and/or its suppliers continue to own title to, and all proprietary and intellectual property rights in, the Software. The ASC reserves all rights not expressly granted. This License grants you a non-exclusive, non-transferable right to use the Software only in conjunction with the SEDAR system on a single computer. If you wish to use the Software on more than one computer, you must license another copy of the Software. This Agreement and the License granted herein may not be transferred or assigned, except in conjunction with an assignment as permitted in SEDAR Form 2. You may make only one copy of the software for back-up or archival purposes. All copies must be kept in your possession and control. You may print a copy of the documentation only for your use for the sole purpose of operating the Software.

**Restrictions on Use.** The Software contains copyrighted material, and in its human readable form it contains trade secrets and proprietary information owned by or licensed to the ASC. You may not de-compile, reverse engineer, disassemble or otherwise reduce it or attempt to reduce it to human readable form. You may not modify, rent, lease or loan nor make or distribute copies of the Software except as permitted herein. You may not create derivative software based upon any trade secret or proprietary information of SEDAR. You may not electronically transfer or provide access to the Software over a network without the written consent of the ASC. You may not permit any third party who is not an employee or agent acting on your behalf to use the Software.

**Term.** The License shall remain in full force and effect unless and until terminated. This License will terminate immediately if SEDAR Form 2 between you and the ASC is terminated for any reason whatsoever. It will also terminate if you breach any of the terms of this Agreement, which breach is not remedied within 30 days after delivery of written notice of breach. You may terminate it at any time. In each case, upon termination, you must stop using the Software, erase and destroy all copies of the Software from the storage in each computer in which it has been installed or saved and all physical embodiments of the Software. Upon request, you will deliver a manually signed certificate to this effect.

**Disclaimer of Warranty on Software.** THE SOFTWARE IS PROVIDED “AS IS” WITHOUT WARRANTY OR CONDITION OF ANY KIND, EITHER EXPRESSED, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. All other limitations, warranties and disclaimers contained in SEDAR Form 2 apply to the Software.

**General.** This Agreement will be governed by and you will submit to the laws of Alberta and the laws of Canada applicable therein. The parties have expressly agreed that this Agreement and all documents relating thereto be drawn up in English only. Les parties aux présentes ont expressément requis que la présente licence ainsi que tous les documents qui s’y rattachent soient rédigés en anglais seulement.