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## User Agreement

The following agreement (the "Agreement") applies to your use of Mawer Direct Investing ("MDI") web reporting platform (the "Website"). By using the Website, you agree to the terms herein. If you do not agree to the terms herein, do not access or otherwise use the Website. This Agreement is in addition to the client agreements that govern any accounts which you may have with us.

## Mawer Direct Investing

**Mawer Direct Investing** is a subsidiary of Mawer Investment Management Ltd. and is a member of both Investment Regulatory Organization of Canada and the Canadian Investor Protection Fund.

## Trademarks and Copyrights

Certain names, words, titles, phrases, logos, icons, graphics or designs found in the Website (or other websites accessed from [www.mawerdirect.com](http://www.mawerdirect.com)) may constitute trade names, trademarks or service marks, either registered or unregistered ("Trademarks") of MDI, its associates or affiliates, or of third parties and are used under license by MDI. Images logos and pictures bearing the name or words "Mawer Investment Management" and "Mawer Direct Investing" are Trademarks of MDI and are protected by trademark and copyright laws in Canada and other countries. The display of Trademarks on the Website does not imply that any license has been granted to any third party. All information on the Website is protected under the copyright laws of Canada and other countries. Users of the Website may copy any information for their own personal use but may not republish or reproduce any such information in any manner, including electronic reproduction by "uploading" or "downloading", without the prior written consent of MDI. No one has permission to copy, redistribute, reproduce or republish, in any form, any information found in the Website. Any product, process or technology described in the Website may be the subject of other intellectual property rights reserved by MDI, or its licensors, and are not licensed hereunder. Any unauthorized downloading, retransmission, or other copying or modification of Trademarks or other contents of the Website may be a violation of statutory or common law rights which could subject the violator to legal action.

## Passwords

As an account holder, you agree that you are solely responsible for the confidentiality and security of your login names, account numbers, and passwords (including both your account and trading passwords). You agree not to disclose your passwords to any person and keep them secure. You further agree that you are responsible for all information entered through and under your login names, passwords, and account numbers, and any information received by MDI in this manner is deemed to have been received from you. You acknowledge that your passwords are unique to you and that we do not have access to them.

## Security

In order to protect against the loss, theft, misuse or compromise of your confidential MDI data, you acknowledge and agree that you have reviewed and are complying with your "Client Responsibilities" as set out in the MDI Internet Security Policy.

## No Solicitation and Jurisdiction

Products and services of MDI are only offered in jurisdictions where they may be lawfully offered for sale. Some of the products and services of MDI may only be available in certain jurisdictions. Any product or service mentioned on the Website is available only in accordance with local law and only where it may be lawfully offered for sale. All products and services are subject to the terms of the applicable agreement. The information on the Website does not constitute an offer or solicitation by anyone in any jurisdiction in which an offer or solicitation cannot legally be made, or to any person to whom it is unlawful to make a solicitation. To find out products and services available in your jurisdiction, please contact us at [investing@mawerdirect.com](mailto:investing@mawerdirect.com).

## Use of the Website

The information on the Website is subject to change without notice. MDI is not responsible in any manner for direct, indirect, special, incidental or consequential damages, losses or expenses, however caused, including any loss of use, lost or incorrect data, lost profits, business interruption, personal injury, or any other pecuniary loss, whether the action is in contract, tort (including negligence) or other tortious action, arising out of your use of the Website and/or any web browser and/or in reliance on information available on the Website, including any damages you may suffer if you transmit confidential or sensitive information to us or if we communicate such information to you at your request over the Internet.

## No Endorsement of Other Sites

Links to other websites from the Website are for convenience only. No endorsement of any independent third party products, services or information is expressed or implied by any information, material or content of a third party contained in, referred to, included on, or linked from or to the Website. Any information, data, opinions, or recommendations provided by independent third parties through links to other websites or otherwise made available through the Website are solely those of the independent third party and not of MDI.

## No Liability for Information or Data and No Advice

**No advice:** Information on the Website is for informational purposes only and is not intended to provide investment, financial, legal, accounting or tax advice and may not be relied upon in that regard.

**Information and Data Disclaimer:** Information provided by MDI and by other sources on the Website is not subject to any guarantee as to accuracy, completeness or currency. Neither MDI, its affiliates, third party owners, licensors or suppliers of information used or made available through the Website, including market data, quotation information and databases, news, articles, text, graphs, audio clips, video clips, broadcasts, and seminars ("Data") makes or is liable for any representation, warranty or condition, whether express or implied, concerning the Data or

the use thereof including, without limitation, that (i) the Data will meet your needs, or that the Data will be available for use at any particular time or for any particular purpose or will be error free, or (ii) the Data is up-to-date, accurate, in sequence, reliable, complete or suitable for any purpose. Further, all express or implied, direct or indirect, representations, warranties and conditions in respect of Data arising or implied by statute, common law, custom, usage of trade, course of performance, course of dealing or otherwise, including but not limited to any warranties or conditions of merchantable quality and fitness for a particular purpose are expressly excluded. All the Data is protected by copyright and each supplier of the Data reserves all proprietary and intellectual property rights therein. You shall not reproduce, retransmit, disseminate, sell, rent, distribute, publish, broadcast, circulate or commercially exploit the Data provided through the Website in any manner or furnish it to any other person without the prior written consent of MDI and the relevant supplier. The user of the Website shall use the Data accessible through the Website only for their individual use, and shall indemnify and hold harmless MDI, its affiliates and each supplier of Data from any losses or liabilities incurred as a result of the user's breach of the foregoing provisions or other misuse of the Data. You agree that the terms of this Agreement may be enforced directly against you by each supplier of Data.

## Rates and Fees

We strive to keep rates and fees posted on the Website current. However, rates, fees, and related information are subject to change at any time with 60 days prior notice to account holders and the posted rates and fees on the Website may not reflect such changes.

## Systems Disclaimer

MDI endeavours to offer clients a web reporting platform electronic trading service that is easy to use, reliable, secure, and capable of meeting its clients' reporting needs. From time to time, however, interruptions, errors or other deficiencies in service may occur. This may be due to a variety of factors, many of which are outside our control, including interruptions in the accessibility of the Internet, a system outage in facilities of a third party service provider (including data providers, and middleware and back office service providers). Each of these factors can contribute to delays or errors in service or system outages. Clients may experience difficulties accessing their accounts and submitting or editing information. Your use of electronic, online, and automated telephone services, software, systems and facilities made available by MDI are subject to the following terms and conditions:

- **Systems are not guaranteed:** Neither MDI, its affiliates, third party owners, licensors or suppliers of equipment, software, systems, services or facilities used or made available in connection with a service offered by MDI (the "Systems") is liable for any representation, warranty or condition, whether express or implied, concerning the Systems or the use thereof, including, without limitation, that the Systems will meet your needs or that the Systems will be available for use at any particular time or for any particular purpose or will operate error free. Without limiting the foregoing, all express or implied, direct or indirect, representations, warranties and conditions in respect of the Systems arising or implied by statute, common law, custom, usage of trade, course of performance, course of dealing or otherwise, including, but not limited to, any warranties on conditions of merchantable quality and fitness for a particular purpose are expressly excluded; and
- **Limit on Liability:** The user of the Systems agrees that MDI and its affiliates will not be liable for any loss or damage resulting from use of the Systems, including but not limited to loss or damage resulting from failure of electronic or mechanical equipment or communications lines, the Internet, telephone or other inter-connect problems, power failure, or third party system failure.

## Governing Law

Unless otherwise provided in an agreement with MDI, the laws of the province of Alberta and the federal laws of Canada applicable therein govern as to the interpretation, validity and effect of the provisions of this Agreement notwithstanding any conflict of laws provisions or your domicile, residence or physical location. You consent and submit to the non-exclusive jurisdiction of the courts of the province of Alberta in any action or proceeding instituted under or related to this Agreement.

## Client Concerns

Client complaints and concerns can be emailed to [investing@mawerdirect.com](mailto:investing@mawerdirect.com) or mailed to Mawer Direct Investing Ltd., 517 – 10<sup>th</sup> Avenue SW, Suite 600, Calgary, Alberta, T2R 0A8 to the attention of the Chief Compliance Officer. A copy of our Complaint Handling Procedures may be found at [www.mawerdirect.com](http://www.mawerdirect.com).