

# Electronic Filer Agreement

This Electronic Filer Agreement is between the Alberta Securities Commission (the “**ASC**”) and the undersigned Electronic Filer and grants Electronic Filer access to, and use of, SEDAR+ for the purpose of enabling and facilitating compliance with applicable securities legislation in Canada.

SEDAR+ is operated on behalf and for the benefit of the Canadian provincial and territorial securities regulatory authorities (collectively, the “**Canadian Securities Administrators**” or “**CSA**”) by a representative subset of CSA members comprised of the ASC, Autorité des marchés financiers, British Columbia Securities Commission and Ontario Securities Commission. The ASC is the representative securities regulatory authority authorized to grant licenses and enter into agreements with third parties relating to the use of SEDAR+.

By signing and submitting the Electronic Filer Agreement, the Electronic Filer acknowledges, confirms and agrees to be bound by the terms of the Electronic Filer Agreement.

All capitalized terms in the Electronic Filer Agreement have the meaning set out in Section 10 (Definitions and Interpretation) of Part B below.

## PART A: Electronic Filer Information

If this Part A is being completed by a Filing Agent on behalf of a Filer, then the information provided should pertain to the Filer and a duly executed Filing Agent Authorization Form must also be submitted.

1. Indicate the type of Electronic Filer for whom this form is being submitted:

	Company
	Third party filer
	Filing Agent

2. Indicate if the Electronic Filer is an:

	Individual
	Organization

3. Is your organization an Investment Fund Manager? Yes ☐ No ☐

4. If 'Individual' is selected in Section 2 above:

Family name:	First given name:	Secondary given names:
SEDAR legacy subscriber number (if applicable):		
Business Address		
Street address:		
City/Town:	Province/State:	
Postal code/ZIP code:	Country:	

Telephone number:
Fax number (if applicable):
Name of company/Legal name of employer (if applicable):
Title (if applicable):
Department (if applicable):
Email address:
Does the individual have an NRD number? <input type="checkbox"/>
NRD number:

Where 'Individual' is selected in Section 2, the individual will also be referred to in this Electronic Filer Agreement as the Authorized Representative and may be subject to validation by the ASC (including validation of their identity which may include a credit check), including by the ASC's use of the information provided above, any additional information subsequently requested by the ASC, and any other information available to the ASC.

If 'Organization' is selected in Section 2 above:

Full legal name (English):	
Full legal name (French):	
Business registration number or equivalent:	
SEDAR legacy subscriber number (if applicable):	
Head Office Address:	
Street address:	
City/Town:	Province/State:
Postal code/ZIP code:	Country:
Telephone number:	
Fax number (if applicable):	
Website (if applicable):	

Does the organization have an NRD number? <input type="checkbox"/>		
NRD number:		
<b>Authorized Representative</b> Provide the details of the Authorized Representative duly authorized to execute: (i) this Electronic Filer Agreement for Electronic Filer, or (ii) the Filing Agent Authorization Form if this Electronic Filer Agreement will be executed by an authorized Filing Agent on behalf of Electronic Filer. The Authorized Representative may be subject to validation by the ASC (including validation of their identity which may include a credit check), including by the ASC's use of the information provided below, any additional information subsequently requested by the ASC, and any other information available to the ASC.		
Family name:	First given name:	Secondary given names:
Business Address (Select box if same as the Organization's Head Office Address <input type="checkbox"/> ):		
Street address:		
City/Town:	Province/State:	
Postal code/ZIP code:	Country:	
Telephone number:		
Fax number (if applicable):		
Name of company/Legal name of employer (Select box if same as the Organization <input type="checkbox"/> ):		
Title:		
Department (if applicable):		
Email address:		

5. Contact person for the Electronic Filer (if 'Organization' is selected in Section 2 above):

The contact person is the Organization's initial primary point of contact for administrative or operational issues regarding SEDAR+, including the onboarding process.

Family name:	First given name:	Secondary given names:
Business Address (Select box if same as the Organization's Head Office Address <input type="checkbox"/> ):		
Street address:		
City/Town:	Province/State:	
Postal code/ZIP code:	Country:	
Telephone number:		

Fax number (if applicable):
Name of company/Legal name of employer (if applicable) (Select box if same as the Organization <input type="checkbox"/> ):
Title:
Department (if applicable):
Email address:

## 6. Authorized Super User:

Does the Electronic Filer intend to transmit any filings, submissions, applications or other Content through SEDAR+ itself without the use of a Filing Agent? Yes ☐ No ☐

If you select yes, complete this Section to designate an Authorized Super User who will be responsible for managing user access to SEDAR+. The Authorized Super User may be subject to validation by the ASC (including validation of their identity which may include a credit check), including by the ASC's use of the information provided below, any additional information subsequently requested by the ASC, and any other information available to the ASC.

Family name:	First given name:	Secondary given names:
Business Address (Select box if same as the Organization's Head Office Address <input type="checkbox"/> ):		
Street address:		
City/Town:	Province/State:	
Postal code/ZIP code:	Country:	
Telephone number:		
Fax number (if applicable):		
Name of company/Legal name of employer (if applicable) (Select box if same as the Organization <input type="checkbox"/> ):		
Title:		
Department (if applicable):		
Email address:		

## 7. Agent Authorizing Representative

An Agent Authorizing Representative is an individual who has the authority to approve Filing Agents to act on behalf of the Filer and to modify or revoke the ability of Filing Agents to act on behalf of the Filer.

If this Electronic Filer Agreement is being executed by a Filing Agent on its own behalf (i.e. if 'Filing Agent' is selected in Section 1 above), skip this Section.

If this Electronic Filer Agreement is being executed by a Filing Agent on behalf of a Filer, this Section must be completed and the designated Agent Authorizing Representative must be the same individual as the Filer's Authorized Representative identified above.

In all other circumstances, this Section is optional.

Designate the same individual that is the Authorized Representative as an Agent Authorizing Representative? Yes ☐ No ☐

Designate the same individual that is the Authorized Super User as an Agent Authorizing Representative? Yes ☐ No ☐

Designate the following individual as an Agent Authorizing Representative:

Family name:	First given name:	Secondary given names:
Business Address (Select box if same as the Organization's Head Office Address <input type="checkbox"/> ):		
Street address:		
City/Town:	Province/State:	
Postal code/ZIP code:	Country:	
Telephone number:		
Fax number (if applicable):		
Name of company/Legal name of employer (if applicable) (Select box if same as the Organization <input type="checkbox"/> ):		
Title:		
Department (if applicable):		
Email address:		

## 8. Authorization of Filing Agent

If you are a Filing Agent that is filling out and submitting this Electronic Filer Agreement on behalf of a Filer, you must also upload a Filing Agent Authorization Form that has been completed and duly executed by the Authorized Representative of the Filer.

## PART B: Terms and Conditions

Access to and use of SEDAR+ by or on behalf of Electronic Filer is subject to the following terms and conditions.

### 1. Authorization and Access

- 1.1 Account.** Once the ASC establishes Electronic Filer's organization account and the initial Authorized Super User account, the ASC will provide the Authorized Super User account credentials to Electronic Filer's Authorized Super User. Electronic Filer agrees to comply with all directions or instructions issued by the ASC that relate to access and use of SEDAR+, including those made available on a website for SEDAR+ or in any online user guide or manual for SEDAR+. The ASC may terminate, suspend, or limit access of, any account in its discretion at any time and without notice.
- 1.2 Electronic Filer Responsibilities.** Electronic Filer is responsible for: (i) all access to and use of SEDAR+ under Electronic Filer's account (including any User's account) or otherwise by or on behalf of Electronic Filer, including the transmission of Electronic Filings, the information and content (including any Personal Information) within those Electronic Filings, and the submission of payments through SEDAR+; and (ii) all acts or omissions of Electronic Filer's Users in accessing and/or using SEDAR+. Electronic Filer shall ensure that only individuals who are Users are permitted access to and use of SEDAR+ on behalf of Electronic Filer and that each such individual only accesses and uses SEDAR+ under the individual's User account.
- 1.3 Authorized Super User Responsibilities.** An Authorized Super User is responsible for: (a) adding, changing and deleting the list of Electronic Filer's Users; (b) assigning, managing and removing the specific access rights within SEDAR+ of each User; and (c) maintaining up to date account information in accordance with Section 1.7 below. Electronic Filer shall ensure that an Authorized Super User removes the User account of any User when they cease to be authorized by Electronic Filer to access or use SEDAR+ on its behalf. Electronic Filer shall ensure that it has taken reasonable measures to validate the identity of each User and maintains and follows reasonable User account and permissioning management practices, including in accordance with: (i) either the NIST Cyber Security Framework V1.1 Control Category "Identity Management, Authentication and Access Control - PR.AC" or the Canadian Centre for Cyber Security's control criteria for account management (AC 1 to AC7) in Annex 3A - Security Control Catalogue (ITSG-33); and (ii) any measures or practices that may be specified from time to time by the ASC on a website for SEDAR+ or in any online user guide or manual for SEDAR+. Electronic Filer will retain evidence of such validations and its maintaining and following of such User account and permissioning management practices, and make such evidence available to the ASC upon request.
- 1.4 Notice and Consent.** Filer confirms that it has (and Filing Agent will ensure that Filer has) provided notice to and has obtained the consent of all individuals with respect to the collection, use and disclosure of Personal Information contained in the Electronic Filings transmitted by or on behalf of Filer through SEDAR+ for the purposes set out in the applicable Securities Legislation or Securities Directions and for other disclosures to the public in the manner authorized by a CSA member (including through SEDAR+ website).
- 1.5 Harm/Interference with SEDAR+.** Electronic Filer shall not, and shall not attempt to: (i) introduce into or through SEDAR+ any information or materials that may be harmful to others, including any virus or malicious software; (ii) adversely affect the operation, security or availability of SEDAR+ in any way (including use of SEDAR+ in any manner that could damage, disable, overburden, or impair SEDAR+, or engaging in a denial of service attack, SQL injection or other malicious attack or activity); (iii) adversely affect any other person's use of SEDAR+; (iv) reverse engineer, decompile, or disassemble any part of SEDAR+; (v) use any robot, spider or other automatic device, software program or manual process in a manner that adversely affects any web pages on SEDAR+, or engage in the practices of screen scraping, database scraping, data mining, mirroring, framing or any similar activity; (vi) circumvent any security or protection measure of SEDAR+, or access Content or areas of SEDAR+ not intended to be accessed by Electronic Filer, including for which Electronic Filer's account is not permitted to access; or (vii) attempt to search for, scan or test SEDAR+ for potential system or network vulnerabilities. Electronic Filer shall, and shall ensure that each User has and does, implement,

maintain and follow reasonable security controls and procedures with respect to the systems they use to access or use SEDAR+.

- 1.6 Security; User Names and Passwords.** Electronic Filer is responsible for implementing and exercising appropriate security precautions to control access and use of SEDAR+ by its Users and to protect systems used by Electronic Filer to access SEDAR+ from unauthorized access or use. Electronic Filer shall ensure that its Users keep all account credentials (including any user IDs, passwords and other security or access codes, information or devices) confidential and that they do not disclose these to any other person. In the event that Electronic Filer becomes aware of any unauthorized access to SEDAR+, it shall promptly notify the ASC by contacting SEDAR+ service desk and shall use its best efforts to cooperate in maintaining the security of, access to and use of SEDAR+.
- 1.7 Currency of Account Information.** Electronic Filer shall ensure that all information recorded in SEDAR+ for their organization account, and for each User account, is kept up to date in SEDAR+, including account information and Payment Authorization information.
- 1.8 Equipment and Services.** Electronic Filer is responsible for obtaining all necessary equipment and services required in order to access and use SEDAR+, including computers, hardware, software, network equipment, Internet access services, and telecommunications services (collectively, "**Equipment and Services**"). The ASC may establish configuration requirements and specifications for Equipment and Services, and publish updates, from time to time. Failure by Electronic Filer to comply with such configuration requirements and specifications may result in errors, reduced performance, or inability of Electronic Filer to access or use all or portions of SEDAR+.

## **2. Payment**

- 2.1 Fees.** Electronic Filer agrees to pay all applicable Fees (plus applicable taxes, duties and other levies), including (i) Fees presented in SEDAR+ for an action by Electronic Filer that has an associated Fee or other chargeable event; (ii) any recurring Fees that are collected through SEDAR+; and (iii) any other Fees that Electronic Filer agrees to, or is obligated to, pay through SEDAR+.
- 2.2 Payments.** Payment of Fees may be made through SEDAR+ by (i) pre-authorized debit, or (ii) by credit card, in each case to the extent such payment type is made available for such Fee within SEDAR+. Any recurring Fees must be paid by pre-authorized debit on the applicable due date of such recurring Fee set out in SEDAR+ or in Securities Legislation. Electronic Filer agrees to pay interest on all unpaid Fees at the rate set out, if any, in the applicable rule or instrument, from the due date. Electronic Filer is responsible for ensuring that it maintains sufficient funds in its pre-authorized debit account and sufficient available credit for its credit card accounts to pay any Fees due, including any recurring Fees. In the event of nonsufficient funds, in addition to the Fees due, Electronic Filer agrees to pay a \$45 administration fee to the ASC.
- 2.3 Refunds; Certain Fees Non-Refundable.** All Fees are non-refundable, except in accordance with the refund policy, if any, of the applicable Jurisdiction in place from time to time, and provided that Electronic Filer has no outstanding Fees and is not in breach of this Electronic Filer Agreement.

## **3. Ownership and License**

- 3.1 Ownership.** Subject to any rights a Filer may have in a Document that is transmitted through SEDAR+ by or on behalf of the Filer, as between the ASC and Electronic Filer, any Content made available to Electronic Filer through SEDAR+ is the exclusive property of the ASC. In addition, all right, title and interest (including all intellectual property rights) in and to SEDAR+, and selection, arrangement, compilation or assembly of Content (including Documents filed by or on behalf of Electronic Filer) are, as between the ASC and Electronic Filer, the exclusive property of the ASC and Electronic Filer acknowledges and agrees that copyright subsists in SEDAR+ and in the selection, arrangement, compilation and assembly of Content. Unless specifically granted, nothing herein shall be construed as conferring to Electronic Filer any right under any copyright of the ASC and/or the other members of the CSA or third parties and any rights not expressly granted by the ASC in this Electronic Filer Agreement are reserved.

**3.2 License and Prohibition.** Subject to the other provisions of this Electronic Filer Agreement, ASC grants Electronic Filer a limited, non-exclusive, non-sub-licensable, non-transferable, license during the term of this Electronic Filer Agreement to:

3.2.1 access and use SEDAR+; and

3.2.2 access, view, download and print Content made available to Electronic Filer through their SEDAR+ account solely for its own internal use for the benefit of the Filer to which it relates (and in the case of a Filing Agent, such license will cease once the Filing Agent ceases to be a Filing Agent for such Filer).

The license granted under this Section 3.2 does not grant the Electronic Filer any right or license to Public Information accessed through the SEDAR+ Public Website. The access and use of the SEDAR+ Public Website is subject to the SEDAR+ Public Website Terms of Use.

Without limiting any rights a Filer may have in a Document that is filed in SEDAR+ by or on behalf of the Filer, Electronic Filer acknowledges and agrees that, except as expressly permitted above, Electronic Filer will not: (a) distribute, disseminate and/or otherwise provide access to any of SEDAR+ or the Content, whether in whole or in part, to a third party; or (b) use any or all of the Content to construct a database of any kind, nor store the Content (in whole or in part) in databases for access by Electronic Filer or any third party, nor offer or provide any services containing all or part of the Content.

**3.3 Trademarks and Domain Names.** The trademarks SEDAR+, SEDAR PLUS, and SEDAR+ Design, and the domain names sedarplus.com, sedarplus.ca, sedarplus.net, and sedarplus.org, are trademarks and/or trade names of the ASC (collectively, “**ASC Trademarks**”). Nothing in this Electronic Filer Agreement, or in or on SEDAR+, shall be construed as granting, either expressly, by implication or otherwise, a license or other right to Electronic Filer to use the ASC Trademarks, or any other intellectual property of the ASC and/or other members of the CSA, for any purpose whatsoever. Any unauthorized use by Electronic Filer is strictly prohibited.

**3.4 Injunctive Relief.** Any unauthorized use, reproduction, modification or distribution of the Content, SEDAR+ or ASC Trademarks is strictly prohibited and may cause the ASC and the other members of the CSA serious damages for which money damages may not constitute a sufficient remedy and in such instances the ASC and the other members of the CSA may seek and obtain injunctive relief, in addition to any other remedies.

**3.5 Linked Sites.** SEDAR+ may contain links to other web sites. These linked sites are provided only as a convenience, and the inclusion of any link does not imply that the ASC or any CSA Related Party (a) guarantees, recommends, approves, warrants or endorses the linked site, or any content, goods or services sold or made available on or through the linked site, or (b) has any association with its operations. Neither the ASC nor the CSA Related Parties are responsible for the content of any linked site. The use of any linked sites is entirely at Electronic Filer's own risk, and is subject to the terms and conditions of the linked site, including the privacy policy or statement of that linked site.

**3.6 Changes to Permitted Use.** The ASC shall have the right, from time to time, to impose changes, restrictions or conditions in respect of the use of Content by Electronic Filer, including by revoking permission to use Content.

**3.7 Filer Acknowledgement and Grant.** In furtherance of the objective of enhancing investor awareness of the business and affairs of capital markets participants and promoting confidence in the transparent operation of capital markets in Canada in accordance with applicable Securities Legislation, without limitation to any other rights of the ASC or its licensees, Electronic Filer hereby grants a non-exclusive, perpetual, worldwide, royalty-free license to the ASC and its licensees to use, reproduce, distribute and otherwise exercise any intellectual property rights in or to the Content that has been, or will be, filed or delivered by or on behalf of Electronic Filer through SEDAR+, in whole or in part, including the right to sublicense any of the foregoing rights, in whole or in part, to third parties, whether on a commercial or non-commercial basis; however, this license does not grant a right to commercially distribute such Content publicly outside SEDAR+ to third parties where such Content: (i) has not been made publicly available on SEDAR+; and (ii) is not intended, including pursuant to Securities



Legislation or the practices of an applicable CSA member, to be made publicly available either at or prior to such time of disclosure.

#### 4. Confidentiality and Privacy

- 4.1 Confidentiality.** Electronic Filer shall maintain the confidentiality of all account credentials and Content made available through SEDAR+, and other information of a confidential or proprietary nature (whether marked as confidential or that would normally be considered confidential or proprietary in the circumstances) that they become aware of in connection with this Electronic Filer Agreement (“**Confidential Information**”). However, with the exception of Personal Information (which Electronic Filer shall always treat as Confidential Information), Confidential Information shall not include information that: (a) is publicly available, other than as a result of a breach of the Electronic Filer Agreement or an unauthorized disclosure; (b) was legally obtained by Electronic Filer from a third party and without an obligation of confidentiality; (c) Electronic Filer already knew without an obligation of confidentiality; or (d) was independently developed by Electronic Filer without access to any Confidential Information. Electronic Filer shall not use any Confidential Information other than for a purpose expressly permitted by this Electronic Filer Agreement, and Electronic Filer shall not disclose any Confidential Information to anyone, with the exception of: (i) to 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 Electronic Filer Agreement and who are subject to obligations of confidentiality no less stringent than in this Electronic Filer Agreement; or (ii) to the extent that such disclosure is required by applicable law or by the order of a court with jurisdiction over Electronic Filer, provided that, except to the extent prohibited by applicable law, Electronic Filer promptly notifies the ASC in writing of such required disclosure to permit the ASC an opportunity to seek a protective order or to otherwise seek to protect the confidentiality of such information.
- 4.2 Privacy Laws Govern Personal Information.** Any information about an identifiable individual (“**Personal Information**”) contained in SEDAR+ is governed by privacy laws, including the public sector privacy legislation applicable to the Securities Regulatory Authorities and private sector privacy legislation applicable to Electronic Filer, as the case may be. Electronic Filer is responsible for complying with all applicable privacy laws. Electronic Filer is responsible for ensuring that it only files or delivers Documents containing Personal Information that are necessary for the Electronic Filing. Personal information that is contained within Documents in SEDAR+ is collected on behalf of and used by the Securities Regulatory Authority or Regulator for purposes of the administration and enforcement of certain provisions of Securities Legislation. Some Personal Information will be made public pursuant to Securities Legislation in each of those jurisdictions. Other Personal Information will remain confidential and will not be disclosed to any person or company except to any of the Securities Regulatory Authorities or any SRO or, in each case, their authorized representatives, or except where required or permitted by law.
- 4.3 Prohibited Use of Personal Information.** Electronic Filer will not file or deliver any Personal Information contained in an Electronic Filing, 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 Securities Legislation, including for marketing purposes, unless Electronic Filer has first obtained any and all consents as required under applicable privacy laws.
- 4.4 Privacy Statement.** For details about the purposes for which Personal Information is made available to the public under Securities Legislation, please refer to the privacy statement posted and updated from time to time on [www.sedarplus.ca](http://www.sedarplus.ca) or a successor site (the “**Privacy Statement**”). Electronic Filer’s access and use of SEDAR+, and transmission of information in connection with this Electronic Filer Agreement, are subject to the terms of the Privacy Statement. Electronic Filer consents to the collection, use, and disclosure of Personal Information in accordance with the then-current version of the Privacy Statement.

#### 5. Limitation of Liability and Indemnification

- 5.1 No Representations, Warranties or Conditions.** Access to and use of SEDAR+ and Content are provided on an “as is” and “as available” basis, without any representations, warranties or conditions of any kind, whether express or implied, including the implied warranties and

conditions of merchantability, merchantable quality, non-infringement and fitness for a particular purpose. Without limiting the generality of the foregoing, neither the ASC, nor the CSA Related Parties make any representations, warranties or conditions about the accuracy, reliability, correctness, completeness, currency, quality, security, timeliness or usefulness or non-infringement of SEDAR+ or Content, or that any of the foregoing will operate or be available uninterrupted, free from errors or offered without delays.

**5.2 Electronic Filer Responsible for Content of Documents.** SEDAR+ acts as the means through which Documents are transmitted to the Securities Regulatory Authority or Regulator in accordance with the National Instrument. As between the ASC and the CSA Related Parties on the one hand, and Filer or its Filing Agent on the other, the Filer and its Filing Agent are responsible for verifying the contents of a Document transmitted through SEDAR+, including its accuracy and completeness. The ASC and the CSA Related Parties are not responsible or liable therefor. Electronic Filer is solely responsible for creating and retaining any backup copies of Documents submitted.

**5.3 Electronic Filer Responsible for Timely Filing.** SEDAR+ may be subject to unavailability (planned or unplanned) or delays or errors in processing or transmission. Electronic Filer remains responsible for ensuring that all Documents that must be transmitted or submitted to a Securities Regulatory Authority or Regulator are received by the Securities Regulatory Authority or Regulator on or prior to any applicable timelines or deadlines. The ASC and the CSA Related Parties are not responsible or liable for any such failure to meet a timeline or deadline or for any such unavailability, delay or error.

**5.4 Limitation of Liability.** Neither the ASC, nor any CSA Related Party, shall be liable to Electronic Filer or any other person or entity for any:

- 5.4.1 indirect, special, punitive, exemplary, incidental or consequential damages;
- 5.4.2 losses or damages for loss of goodwill, loss of revenues, loss of profits or savings, lost or damaged data, or other commercial or economic loss;
- 5.4.3 direct or general damages;
- 5.4.4 losses or damages arising out of in connection with:
  - (a) this Electronic Filer Agreement;
  - (b) the access and use of SEDAR+, the inability to access and use SEDAR+, or any delay or error in accessing and using SEDAR+, including any delay, error or inability to access and use SEDAR+ in order to submit an Electronic Filing or the payment of a Fee;
  - (c) any delay or failure in any transmission system, or as the result of the failure or malfunction in any hardware or software, which impacts the ability to access and use SEDAR+;
  - (d) the access by a Filing Agent or Investment Fund Manager of any Documents associated with the Filer in SEDAR+ (including Documents provided by Filer or by previous or other Filing Agents or Investment Fund Managers);
  - (e) the use of any Content contained within and accessed through SEDAR+ (including the accuracy and completeness of such Content, and any Personal Information that may be contained in such Content); or

5.4.5 claims by third parties;

even if advised of the possibility of such damages, losses or claims.

**5.5 Liability Cap.** If, notwithstanding the exclusions and limitations set out in this Electronic Filer Agreement, the ASC or any CSA Related Party is held liable for any reason under or related to this Electronic Filer Agreement, then the maximum aggregate liability of the ASC and the CSA Related Parties collectively is limited to an amount equivalent to the lesser of: (a) the

System Fees paid by Filer on its own behalf or by Filing Agent on behalf of a particular Filer to the ASC in respect of the event(s) giving rise to the liability; or (b) \$5,000 (CDN), provided that Electronic Filer is not in breach of this Electronic Filer Agreement or applicable Securities Legislation (in which case neither the ASC nor any CSA Related Party shall have any liability under or related to this Electronic Filer Agreement). No action, regardless of form, arising out of this Electronic Filer Agreement may be brought by Electronic Filer more than two years after the cause of action arises.

**5.6 Application.** Sections 5.4 and 5.5 will apply irrespective of the nature of the cause of action, demand or claim, including breach of contract (including a fundamental breach of this Electronic Filer Agreement), negligence, tort, under statute, or any other legal theory.

**5.7 Indemnity.** Electronic Filer agrees to indemnify, defend and hold the ASC and the CSA Related Parties harmless from and against any and all claims, actions, demands, costs, damages, losses, expenses, liabilities and settlements, including but not limited to reasonable legal fees and costs, arising from or relating to:

- (a) any Documents transmitted or submitted through SEDAR+ by or on behalf of Electronic Filer, or the accuracy or completeness of the content contained within any such Document;
- (b) any unauthorized, improper or illegal access or use of SEDAR+ or Content by Electronic Filer or its Users; or
- (c) gross negligence or willful misconduct of Electronic Filer or its Users.

## **6. Term and Suspension**

**6.1 Term.** This Electronic Filer Agreement shall continue in effect (as amended from time to time) for so long as Electronic Filer (or any of its Users) continues to access or use SEDAR+ unless terminated earlier by the ASC.

**6.2 Termination.** This Electronic Filer Agreement may be terminated upon giving written notice in the event that any of the following has occurred:

6.2.1 immediately by the ASC if Electronic Filer becomes insolvent or bankrupt, or reorganizes its business, within the meaning of the *Bankruptcy and Insolvency Act* (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 SEDAR+ having confirmed its acceptance of the terms and conditions of this Electronic Filer Agreement;

6.2.2 immediately by the ASC if Electronic Filer dies or becomes incompetent;

6.2.3 by Electronic Filer upon 10 days' written notice to the ASC, if Electronic Filer elects to terminate the Electronic Filer Agreement, provided that the foregoing shall not be interpreted so as to limit the application of the National Instrument or other applicable Securities Legislation;

6.2.4 immediately by the ASC if the ASC has not received payment of any outstanding Fees (except in the case of a bona fide disputed amount) within 30 days after the ASC has given written notice of non-payment to Electronic Filer;

6.2.5 immediately by the ASC if, except as contemplated by 6.2.4 above, Electronic Filer is in breach of this Electronic Filer Agreement, and has failed to remedy such breach within 30 days after the ASC has given written notice of the breach to Electronic Filer;

6.2.6 by the ASC upon 30 days' written notice to Electronic Filer, if the ASC elects to terminate the Electronic Filer Agreement.

**6.3 Consequences of Termination.** Following termination of this Electronic Filer Agreement, Electronic Filer shall:

- 6.3.1 pay all Fees and other amounts incurred by Electronic Filer as owing to the date of termination;
  - 6.3.2 cease all use of SEDAR+; and
  - 6.3.3 destroy all Confidential Information (including any account credentials) retained by Electronic Filer (except for a copy of Confidential Information where Electronic Filer is required to retain such Confidential Information to comply with applicable law) and cease use of all Personal Information obtained from SEDAR+; however nothing herein shall restrict any other rights an Electronic Filer may have to retain and use, independent of SEDAR+, any Document which was electronically filed by it using SEDAR+.
- 6.4 Suspension.** The ASC reserves the right, in its sole discretion, to suspend or limit Electronic Filer's access to and use of SEDAR+ (including that of any User or Filing Agent) immediately and without notice for any reason, including if any of the following has occurred:
- 6.4.1 Electronic Filer has failed to pay any applicable Fees when due;
  - 6.4.2 Electronic Filer is in breach of this Electronic Filer Agreement;
  - 6.4.3 any actual, threatened or suspected security breach or threat, or any actual, threatened or suspected disruption to SEDAR+ or its use by any persons, including if any account credentials of Electronic Filer's Users has or have been compromised or discovery of a security breach or vulnerability originating from or associated with Electronic Filer's account; or
  - 6.4.4 during any investigation of a suspected breach of Electronic Filer Agreement by Electronic Filer.
- 6.5 Survival.** The provisions of Sections 1.4, 1.6, 2, 3.7, 4, 5, 6.3, 6.5, 7.3, 7.4, 7.5, 8.4, 8.5, 8.6, and 9 shall survive termination of this Electronic Filer Agreement.

## **7. Filing Agents**

- 7.1 Authorization of Filing Agent.** Filers may authorize one or more Filing Agents to act on behalf of the Filer in connection with the access or use of SEDAR+ and in connection with this Electronic Filer Agreement, including to transmit Electronic Filings and pay the associated Fees on behalf of the Filer. Such authorizations may be granted by (i) the Filer's Agent Authorizing Representative or Authorized Representative through the functionality of SEDAR+; or (ii) the submission of a Filing Agent Authorization Form completed and duly executed by the Filer's Agent Authorizing Representative or Authorized Representative.
- 7.2 Revoke Filing Agent Authorization.** Filer shall ensure that Filing Agent's authorization is revoked once the Filing Agent is no longer authorized by the Filer. Filer may revoke a Filing Agent's authorization by (i) having the Filer's Agent Authorizing Representative or Authorized Representative revoke the authorization through the functionality of SEDAR+; or (ii) submission of a Filing Agent Authorization Form: Modification or Revocation of Authorization completed and duly executed by the Filer's Agent Authorizing Representative or Authorized Representative. Filing Agent shall revoke its authorization in respect of a Filer through the functionality of SEDAR+ immediately upon the request of the Filer.
- 7.3 Filer Acknowledgement, Responsibility and Liability.** If the Filer authorizes a Filing Agent to act on behalf of the Filer, the Filer:
- 7.3.1 Acknowledges that if the Filer appoints or has previously appointed a Filing Agent then the Filing Agent shall be presumed to have authority to act on behalf of the Filer in connection with the Electronic Filer Agreement (including transmitting Electronic Filings and incurring Fees); provided that if the Filer wishes to limit the authority of its Filing Agent to certain areas of activity it may do so by (i) having the Filer's Agent Authorizing Representative or Authorized Representative modify the authorized areas of activity through the functionality of SEDAR+; or (ii) submission of a Filing Agent

Authorization Form: Modification or Revocation of Authorization completed and duly executed by the Filer's Agent Authorizing Representative or Authorized Representative;

7.3.2 Shall ensure that its Filing Agents comply with the Filer's obligations under the Electronic Filer Agreement; and

7.3.3 Agrees that it shall be liable for the acts and omissions of its Filing Agents (including payment or non-payment of Fees relating to Electronic Filing submitted by Filing Agents on its behalf) in connection with the Filer or the Filer's account.

**7.4 Filing Agent Responsible for Payments for Electronic Filings.** Without limiting Section 7.3.3, where a Filing Agent submits an Electronic Filing on behalf of a Filer or otherwise incurs a Fee on behalf of a Filer, the Filing Agent agrees to itself be liable for (jointly and severally with the Filer), and the Filing Agent shall pay, all applicable Fees.

**7.5 Filing Agent Acknowledgement, Responsibility and Liability.** Filing Agent:

7.5.1 Represents and warrants to the ASC and the other members of the CSA that it is, and shall be, duly authorized by the Filer to act on behalf of the Filer in connection with the access or use of SEDAR+ and in connection with this Electronic Filer Agreement, including to transmit Electronic Filings and pay the associated Fees on behalf of the Filer; that it will take no action for which it is not authorized by the Filer; and it will not access or use any Content through SEDAR+ with respect to the Filer other than for the sole benefit of such Filer; and

7.5.2 Shall, without limitation, be responsible and liable under its Electronic Filer Agreement for any of its acts or omissions in connection with a Filer or a Filer's account for which the Filer would be responsible or liable under an Electronic Filer Agreement if the act or omission were made by the Filer.

## **8. Investment Funds and Investment Fund Managers**

**8.1 Investment Fund Managed EFA.** Where Electronic Filer is an Investment Fund Manager, by executing this Electronic Filer Agreement they enter into this Electronic Filer Agreement on their own behalf. Under the Investment Fund Manager's Electronic Filer Agreement, references to Electronic Filer will be interpreted to mean the Investment Fund Manager acting on its own behalf or on the behalf of each Managed Investment Fund.

**8.2 Addition of Managed Investment Funds.** An Investment Fund Manager may add Managed Investment Funds through the functionality of SEDAR+. Each time Investment Fund Manager adds a Managed Investment Fund, it thereby causes, and will be deemed to have caused, the Managed Investment Fund to have entered into an Electronic Filer Agreement on such Managed Investment Fund's behalf. Under a Managed Investment Fund's Electronic Filer Agreement, references to Electronic Filer will be interpreted to mean the Managed Investment Fund.

**8.3 Transfer of Managed Investment Funds.** An Investment Fund Manager shall transfer a Managed Investment Fund to the Investment Fund's new Investment Fund Manager through the functionality of SEDAR+ once the Managed Investment Fund is no longer managed by the Investment Fund Manager.

**8.4 Investment Fund Manager Acknowledgement, Responsibility and Liability.** Investment Fund Manager:

8.4.1 Represents and warrants to the ASC and the other members of the CSA that it: (i) is, and shall be, an Investment Fund Manager within the meaning of the applicable Securities Legislation with full authority to bind and act in all manner in connection with the access or use of SEDAR+ and in connection with this Electronic Filer Agreement for each Managed Investment Fund, including the full authority to cause each Managed Investment Fund to enter into an Electronic Filer Agreement in accordance with Section 8.2; and (ii) will take no action in connection with a Managed Investment Fund for which it is not authorized by the Managed Investment Fund; and



8.4.2 Shall, without limitation, be responsible and liable under this Electronic Filer Agreement for any of its acts or omissions in connection with the access or use of SEDAR+ and in connection with this Electronic Filer Agreement, in each case for any Managed Investment Fund.

**8.5 Investment Fund Acknowledgement, Responsibility and Liability.** Investment Fund:

8.5.1 Acknowledges that the Investment Fund Manager associated with the Investment Fund in SEDAR+ shall be presumed to have authority to act on behalf of the Investment Fund in all matters connected with the Electronic Filer Agreement (including submitting Electronic Filings and incurring Fees);

8.5.2 Acknowledges that the Investment Fund Manager may have access to all Documents associated with the Investment Fund in SEDAR+ (including Documents provided by the Investment Fund or by previous or other Investment Fund Managers);

8.5.3 Shall ensure that the Investment Fund Manager associated with the Investment Fund in SEDAR+ complies with Electronic Filer's obligations under the Electronic Filer Agreement; and

8.5.4 Agrees that it shall be liable for the acts and omissions of the Investment Fund Manager associated with the Investment Fund in SEDAR+ (including payment or non-payment of Fees relating to Electronic Filing submitted by Agents on its behalf) made in connection with the Investment Fund.

**8.6 Investment Fund Manager Responsible for Payments for Electronic Filings.** Without limiting Section 8.5.4, where an Investment Fund Manager transmits an Electronic Filing on behalf of a Managed Investment Fund or otherwise incurs a Fee on behalf of a Managed Investment Fund, the Investment Fund Manager agrees to itself be liable for (jointly and severally with the Managed Investment Fund), and the Investment Fund Manager shall pay, all applicable Fees.

**9. General**

**9.1 Amendments.** The ASC reserves the right to amend the Electronic Filer Agreement from time to time. Amendments shall be effective on the earlier of: (i) the ASC providing Electronic Filer with notice of the amendment, including by email or by other reasonable means (notice to a Filer shall also be effective if provided to its Filing Agent by any of the foregoing means and notice to a Managed Investment Fund shall also be effective if provided to its Investment Fund Manager by any of the foregoing means), or (ii) 30 days after the amended Electronic Filer Agreement is posted to, or made available on, SEDAR+. However, changes made to comply with the applicable law shall be effective immediately. Electronic Filer agrees to regularly review the then-current Electronic Filer Agreement found on SEDAR+ to be aware of any amendments. If Electronic Filer does not agree to the amended Electronic Filer Agreement, it may not continue to use (whether directly or through a Filing Agent or Investment Fund Manager) SEDAR+. Electronic Filer's continued access to, or use of, SEDAR+ indicates Electronic Filer's binding acceptance of the amended Electronic Filer Agreement (and a Filing Agent's continued access to, or use of, SEDAR+ also indicates its Filers' binding acceptance of the amended Electronic Filer Agreement and an Investment Fund Manager's continued access to, or use of, SEDAR+ also indicates its Managed Investment Funds' binding acceptance of the amended Electronic Filer Agreement). 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 whether required by applicable Securities Legislation or otherwise. Electronic Filer shall be deemed to have accepted any such new or additional services, features or functions and applicable fees and charges if it (whether directly or through a Filing Agent or Investment Fund Manager) has commenced using such new or additional services, features or functions. However, the information provided in Part A (Electronic Filer Information) may be updated from time to time by Electronic Filer through SEDAR+ to the extent functionality is made available by the ASC to update such information, or through other mechanisms for updating such information to the extent made available by the ASC.

**9.2 Assignment.** This Electronic Filer Agreement may be assigned by the ASC. Effective upon such assignment, the ASC shall be relieved of its obligations under this Electronic Filer

Agreement. Electronic Filer may not assign this Electronic Filer Agreement without prior written consent of the ASC, which consent shall not be unreasonably withheld provided that Electronic Filer has complied with this Electronic Filer Agreement and paid all then outstanding Fees and other amounts, and which consent may, in the ASC's discretion, be subject to the satisfaction of certain conditions including: (i) payment of a reasonable administrative fee by Electronic Filer; (ii) the execution of the then-current form of Electronic Filer Agreement, or its replacement, by Electronic Filer's assignee; (iii) provision of new Filing Agent Authorization Forms for all applicable Filing Agents; and (iv) in the case of an Investment Fund Manager, evidence that the assignee shall be the Investment Fund Manager of each Managed Investment Fund. Subject to the foregoing, this Electronic Filer Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

**9.3 Audit.** The ASC (or its designee) will have the right to review and audit Electronic Filer in respect of their use of SEDAR+ and compliance with this Electronic Filer Agreement, including Electronic Filer's User validation measures and User account and permissioning management practices described in Section 1.3 (and evidence of such validations and its maintaining and following of such User account and permissioning management practices), and Electronic Filer's security obligations under Section 1.6. Upon the ASC's (or its designee's) request, Electronic Filer will cooperate with such review and audit, including by providing such information as requested by the ASC (or its designee). Electronic Filer agrees to remediate any deficiencies identified by the ASC (or its designee). Without limiting any other remedies of the ASC, Electronic Filer acknowledges and agrees that Electronic Filer's failure to comply with this Section 9.3 may result in limitations on, or suspension of access or use rights to SEDAR+, including the suspension of Electronic Filer's ability to set and manage accounts and permissioning, or termination of this Electronic Filer Agreement.

**9.4 No Waiver.** The failure by the ASC to enforce at any time any of the provisions of this Electronic Filer Agreement, to exercise any right or option provided herein, or to require at any time the performance by Electronic Filer of any of the provisions herein will not in any way be construed as a waiver of such provisions or rights.

**9.5 Severability.** If any provision of this Electronic Filer Agreement shall be found to be invalid or unenforceable, in whole or in part, such provision shall be severed from this Electronic Filer 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.

**9.6 Entire Agreement.** This Electronic Filer Agreement, together with the Privacy Statement, constitutes the entire agreement between the parties with respect to the subject matter of this Electronic Filer Agreement, and supersedes and replaces any written or oral proposal, document or arrangement with respect to the subject matter contemplated by this Electronic Filer Agreement.

**9.7 Notices.**

9.7.1 All notices to be sent from ASC to Electronic Filer in connection with this Electronic Filer Agreement may be made by: (i) posting or making the notice available on SEDAR+; (ii) delivery by letter or email to the postal address or email address (as the case may be) of Electronic Filer as shown on Part A (Electronic Filer Information) of this Electronic Filer Agreement or any updated address made within SEDAR+; or (iii) other reasonable means. It shall be Electronic Filer's responsibility to update its SEDAR+ account in accordance with these Terms and Conditions in the event of any change of address. Notices posted or made available on SEDAR+ shall be deemed to be effective 30 days following posting, or such earlier date as the notice is actually displayed to Electronic Filer. Notices sent by email shall be deemed to be effective when sent, provided that no notification of non-delivery has been received by the sender. Notices sent by letter shall be deemed to be effective on the second business day after posting. Notices provided by other reasonable means shall be deemed to be effective when sent. Notice to the applicable Investment Fund Manager shall be deemed to be notice to a Managed Investment Fund.

9.7.2 All notices to be sent from Electronic Filer to ASC in connection with this Electronic Filer Agreement shall be made by delivery to Alberta Securities Commission, c/o CSA

Service Desk, Attention: SEDAR+ Administrator, 12 Millennium Blvd, Suite 210, Moncton, NB E1C 0M3, or by email to [sedarplus@csa-acvm.ca](mailto:sedarplus@csa-acvm.ca); or to such other address as may be designated by notice from time to time.

- 9.8 Governing Law.** This Electronic Filer Agreement shall be governed by and construed in accordance with the laws applicable in Alberta and the parties hereby submit to the exclusive jurisdiction of the Alberta courts for all matters arising in connection herewith.
- 9.9 Third Party Beneficiary.** Each CSA Related Party shall be a direct and intended third party beneficiary of the provisions of this Electronic Filer Agreement and may rely upon and enforce the provisions of this Electronic Filer Agreement directly against the Electronic Filer, including any provisions pursuant to which the Electronic Filer grants an indemnity and any provision that limits or excludes liability. To the extent that any such third party beneficiary rights are found to be invalid or otherwise not enforceable directly by a CSA Related Party against the Electronic Filer, the ASC shall hold the rights under this Electronic Filer Agreement in trust for each applicable CSA Related Party and may enforce such against the Electronic Filer on behalf of each applicable CSA Related Party.
- 9.10 Language of Agreement.** The parties have expressly agreed that this Electronic Filer Agreement and all documents relating thereto be drawn up in English. *Les parties aux présentes ont expressément requis que la présente convention de déposant par voie électronique ainsi que tous les documents qui s’y rattachent soient rédigés en anglais.*
- 9.11 No Agency.** Nothing in this Electronic Filer Agreement shall be construed as creating any agency relationship between the ASC on the one hand, and Electronic Filer, any member of the CSA, or any other person on the other.

## **10. Definitions and Interpretation**

- 10.1 Interpretation.** Headings contained in this Electronic Filer Agreement are for convenient reference only and do not form part of this Electronic Filer Agreement. A word importing the singular includes the plural and vice versa. The word “**including**” and its derivatives means “including without limitation”. A reference to the Securities Legislation, Securities Directions, to any other legislation, instrument, rule, or regulation 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 other amounts are payable in Canadian funds. A facsimile or other electronic transmission of a signed copy of this Electronic Filer Agreement sent to the ASC shall be deemed to be an original signed copy.
- 10.2 Definitions.** The following terms and expressions shall have the meanings set out below:
- “Agent Authorizing Representative” means an individual who is authorized by Filer to execute Filing Agent Authorization Forms on behalf of the Filing Agent (Agent Authorizing Representative may be modified by the Authorized Representative through such processes as may be established by the ASC);
- “ASC” has the meaning set out in the first paragraph of this Electronic Filer Agreement;
- “Authorized Representative” means an individual that has the authority to bind Electronic Filer to this Electronic Filer Agreement (and, if applicable, to authorize a Filing Agent through a Filing Agent Authorization Form to bind Electronic Filer to this Electronic Filer Agreement);
- “Authorized Super User” means an individual who is authorized by Electronic Filer to create Electronic Filer’s Authorized User accounts or additional Authorized Super User accounts and to manage their access permissions in SEDAR+ on behalf of Electronic Filer;
- “Authorized User” means an individual who is authorized by Electronic Filer to access and use SEDAR+ on behalf of Electronic Filer, including to transmit Electronic Filings and pay the associated Fees on behalf of Electronic Filer;
- “CSA” or the “Canadian Securities Administrators” has the meaning set out in the second paragraph of this Electronic Filer Agreement;



“CSA Related Parties” means the ASC, the other members of the CSA, their respective service providers, and their respective directors, officers, members, employees or agents;

“Confidential Information” has the meaning set out in Section 4.1;

“Content” means the information or other content, including a Document or any information or other content contained in a Document, made available to Electronic Filer through or on SEDAR+;

“Document” includes a report, form, application, information, material or notice, as well as a copy of it, and for greater certainty includes a Filer Profile;

“Electronic Filer” means the Filer or Filing Agent who is a party to this Electronic Filer Agreement (note that each Filer and each Filing Agent shall have a separate Electronic Filer Agreement);

“Electronic Filing” means a Document that is transmitted through SEDAR+ pursuant to Securities Legislation or Securities Directions, or the act of transmitting a Document through SEDAR+ pursuant to Securities Legislation or Securities Directions, as the context indicates;

“Electronic Filer Agreement” includes Part A (Electronic Filer Information), Part B (Terms and Conditions), and Part C (Electronic Filer Acceptance);

“Fees” means:

- (a) all fees and charges payable in connection with the transmission or submission of an Electronic Filing under applicable Securities Legislation, including all applicable fees and charges under the System Fees Rule;
- (b) any other fees or charges payable under applicable Securities Legislation which are required to be paid through SEDAR+;
- (c) any other fees or charges billed through SEDAR+; and

all as such fees and charges may be amended from time to time;

“Filer” means a person or company other than a Filing Agent that: (a) is required or permitted to file a Document with, or deliver a Document to, a Securities Regulatory Authority or Regulator; or (b) is an Investment Fund Manager;

“Filing Agent” means a person or company that is a third party authorized to act on behalf of a Filer in connection with the access or use of SEDAR+ and in connection with this Electronic Filer Agreement, including to transmit Electronic Filings and pay the associated Fees on behalf of the Filer;

“Filing Agent Authorization Form” means the form, made available by the ASC, entitled “Filing Agent Authorization Form” which is used by a Filer to appoint a Filing Agent;

“Filing Agent Authorization Form: Modification or Revocation of Authorization” means the form, made available by the ASC, entitled “Filing Agent Authorization Form: Modification or Revocation” which is used by a Filer to modify the authorized activities, or revoke the authorization, of a previously appointed Filing Agent;

“Filer Profile” has the same meaning as the term “profile” set out in the National Instrument;

“Investment Fund” has the meaning given in the applicable Securities Legislation;

“Investment Fund Manager” has the meaning given in the applicable Securities Legislation;

“Jurisdiction” means a province or territory of Canada;

“Local Jurisdiction” means the Jurisdiction in which the Securities Regulatory Authority is situate;

“Managed Investment Fund” means, in respect of an Investment Fund Manager, each Investment Fund that is associated with the Investment Fund Manager’s account in SEDAR+ as an Investment Fund they manage;

“National Instrument” means National Instrument 13-103 System for Electronic Data Analysis and Retrieval + (SEDAR+), in effect in the Local Jurisdiction, as amended from time to time;

“NRD” means the National Registration Database;

“Payment Authorization” means the electronic data, messages and information from Electronic Filer communicated through SEDAR+ to authorize Electronic Filer’s designated financial institution or other supplier of electronic banking services to make a Payment on Electronic Filer’s behalf;

“Personal Information” has the meaning set out in Section 4.2;

“Privacy Statement” has the meaning set out in Section 4.4;

“Public Information” has the meaning set out in the SEDAR+ Public Website Terms of Use;

“Regulator” means, for the Local Jurisdiction, the person referred to in Appendix D to National Instrument 14-101 Definitions, as amended from time to time, opposite the name of the Local Jurisdiction;

“Securities Directions” means, for the Local Jurisdiction, the instruments listed in Appendix A to National Instrument 14-101 Definitions, as amended from time to time, opposite the name of the Local Jurisdiction;

“Securities Legislation” means, for the Local Jurisdiction, the statute and other instruments listed in Appendix B to National Instrument 14-101 Definitions, as amended from time to time, opposite the name of the Local Jurisdiction;

“Securities Regulatory Authority” means, for the Local Jurisdiction, the securities commission or similar regulatory authority listed in Appendix C to National Instrument 14-101 Definitions, as amended from time to time, opposite the name of the Local Jurisdiction;

“SEDAR+” means the System for Electronic Data Analysis and Retrieval + made available by or on behalf of the Canadian Securities Administrators for the transmission, receipt, acceptance and dissemination of documents;

“SEDAR+ Public Website” means the publicly accessible portions of SEDAR+ that contain and make available to the public those parts of the Electronic Filings, regulatory actions and other public information that the CSA has determined to make publicly available;

“SEDAR+ Public Website Terms of Use” means the terms of use governing the access and use of the SEDAR+ Public Website, posted and updated from time to time on [www.sedarplus.ca](http://www.sedarplus.ca) or a successor site;

“SRO” has the meaning given in National Instrument 14-101 Definitions, as amended from time to time;

“System Fees” means those fees referred to as “system fees” in the System Fees Rule;

“System Fees Rule” means Multilateral Instrument 13-102 System Fees or similar regulation in effect in whole or in part, as the case may be, in the Local Jurisdiction, as amended from time to time;

“Terms and Conditions” means Part B of this Electronic Filer Agreement; and

“User” means an Authorized User or an Authorized Super User.

## PART C: Electronic Filer Acceptance

By signing below:

Electronic Filer agrees to be legally bound by this Electronic Filer Agreement.

I agree that I have obtained, and I hereby provide to the ASC, the consent of the Authorized Representative and Authorized Super User to take such steps, whether itself or through its designee, as the ASC may determine to validate the Authorized Representative and Authorized Super User to the ASC's satisfaction (including validation of their identity which may include a credit check). This includes consent to use the information provided about the Authorized Representative and Authorized Super User under Part A (Electronic Filer Information), any additional information subsequently requested by the ASC, and any other information available to the ASC. Without limiting the ASC's right to accept or decline this Electronic Filer Agreement in its discretion, the ASC expressly reserves the right to not accept this Electronic Filer Agreement if the Authorized Representative or Authorized Super User cannot be validated to the ASC's satisfaction.

If I use an electronic signature to sign below, I consent to the use of this electronic signature and acknowledge that it has the same effect as if I were signing with pen and paper.

If no second signatory is entered below, I acknowledge and agree that no second signatory is required by Electronic Filer.

Authorized signatory (who is the Authorized Representative or, if being executed by an authorized Filing Agent on behalf of a Filer, who is the duly authorized signatory for the Filing Agent).

Signature:

Name:

Title:

Date:

Second signatory, if required by the Electronic Filer.

Signature:

Name:

Title:

Date: