

**GMP Securities L.P., GMP FirstEnergy and/or Griffiths McBurney (collectively, "GMP")**  
**Online Account Access Services**

**1. General**

By using GMP's Online Account Access Services, I agree to the terms set out below:

- that the terms in this Online Account Access Services agreement are not a substitute for the terms in any other agreement I may have signed with GMP.
- that if there is a conflict between the terms of this agreement and another agreement, the terms in this agreement will prevail.

**2. Consent to Delivery of Information by Online Account Access Services**

I consent to delivery by electronic access of account statements, trade confirmations, tax-related and other documents provided to me through the Online Accounts Access Services (collectively, "Information"). I acknowledge that I will have on-line access to the Information and that GMP will notify me by electronic mail ("Email") when Information is ready for viewing. Trade confirmations, account statements and tax-related documents will be available for 7 years. I understand that I will be provided with a paper copy of any Information delivered electronically if electronic access to the Online Account Access Services fails.

**3. Client Responsibilities**

I acknowledge that I am solely responsible for retrieving and viewing the Information after being alerted by Email at the address(es) I have last provided to GMP for these purposes. I further acknowledge and agree that:

- I am responsible for informing GMP of any changes to my Email address.
- Email communication is not secure or reliable and the Email notification may not be received in a timely manner or at all.
- GMP will not be responsible to me in any way for any damages or costs incurred as a result of my failure to: (i) receive an Email notification, (ii) electronically review my Information.
- if there is an error or discrepancy in the Information I will notify GMP within 30 days from the date of the document providing the Information or GMP will consider the records to be correct.
- I acknowledge that I am not required to consent to electronic access of Information by the Online Account Access Services and that by electing to receive the Information electronically; I will no longer receive the Information and related documents by regular mail. However, I may receive, at no cost, a paper copy of Information delivered electronically, by contacting GMP by telephone (1-888-301-3244 or 416-367-8600), email ([xxx@gmpsecurities.com](mailto:xxx@gmpsecurities.com)), or regular mail (145 King Street West, Suite 300, Toronto, ON, M5H 1J8).
- My consent to delivery of Information by Online Account Access Services may be revoked or changed, including any change in the Email address to which documents are delivered, at any time by notifying the deliverer of such revised or revoked consent at the contact details above.

**4. Passwords**

My password is the password or passwords I have chosen or GMP has provided to me. My password lets me access my account, and receive Information through the Online Account Access Services. I agree to keep my password confidential and separate from my account number and any other information or documents relating to my account. I am responsible for any charges or losses resulting from the use of my password, maintaining the security of my password and making sure that only I use it. GMP is not responsible for any unauthorized use of the Online Account Access Services by any other person.

**5. My Statements of Account**

On-line access to my Information is not based on the account number but based on a unique client identifier (also known as my "client id") that GMP assigns. In order to reduce the amount of paper, GMP consolidates my accounts under certain rules. For example, if I maintain non-registered account(s) and registered account(s) under my name, GMP will consolidate my accounts by applying these rules and creating a unique client identifier, unless I have specifically requested GMP not do so. A joint account and corporate account will have their own unique client identifier respectively. The advantage is that I can add or close accounts within my client identifier without re-applying or updating this Online Account Access Services application. If any of my accounts are missing from the consolidated accounts, I will notify GMP immediately.

**6. Accessing the Services**

I may access my account balances, securities positions, statement of accounts, confirmations and tax slips.

I may not:

- enter restricted areas of any of GMP's computer or telecommunications systems or of any of its affiliates.
- perform any functions that are not authorized under this agreement.

GMP may:

- cancel my Online Account Access Services upon giving me 30 days' notice.

In the event of cancellation of my Online Account Access Services, physical delivery of Information I accessed electronically will immediately be reinstated.

**7. Using Information**

An information provider is any company or person who directly or indirectly provides GMP with information. This includes securities and market data from stock exchanges and other securities markets.

The Information GMP provides through the Online Account Access Services:

- has been independently obtained from information providers through sources GMP believes are reliable, and
- belongs to the information providers. I may use the Information only for my own benefit.

I or other persons may not reproduce, sell, distribute, circulate or commercially exploit Information in any way or provide it to any other person without GMP's consent in writing or the consent of the information providers, if needed. GMP or its information providers do not:

- give tax, accounting or legal advice,
- recommend buying or selling any security, or
- guarantee that this information is accurate, complete, timely or in the correct order.

#### **8. Online Account Access Services Modifications and Interruptions**

GMP may modify any or all of the Online Account Access Services without giving me notice. Any or all of the Online Account Access Services may periodically be unavailable because of maintenance, updates or other reasonable causes, including during periods of increased market activity.

GMP may provide me with the Information by delivery of physical copies of related documents if GMP deems it appropriate or if GMP is unable to provide them through the Online Account Access Services within a reasonable amount of time.

#### **9. Liability**

In no event will GMP, or its affiliates, be liable to me or others for any damages, direct, indirect, consequential or special, including, without limitation, all losses, costs, expenses, loss of profits, loss of business revenue or failure to realize expected savings arising from or out of the existence, furnishing, or functioning the Online Account Access Services, or any act or omission in connection with my accessing the Online Account Access Services.

GMP, or its affiliates, are not responsible for any losses, damages or personal injury that any person suffers as a result of:

- providing me or any other person Online Account Access Services, or
- the use or performance of any software GMP provides.

GMP or its service providers are not liable for any interruption of any data, information or other aspect of the Electronic Access Service as a result of any negligent act, omission including without limitation communications or power failure, equipment or software malfunction or other cause beyond the reasonable control of the service provider or GMP.

#### **10. Ending Online Account Access Services**

I can cancel my Online Account Access Services by giving GMP 30 days' notice in writing. GMP may cancel my Online Account Access Services with 30 days' written notice. In the event of cancellation of my Online Account Access Services, physical delivery of Information I accessed electronically will immediately be reinstated.

#### **11. Technical Requirements**

##### **PC Web Browsers:**

Microsoft® Internet Explorer® version 11 and Edge  
Google Chrome™, latest and previous version

##### **Browser Requirements:**

128-Bit Secure Sockets Layer (SSL) Encryption  
JavaScript (note - you may need to change your browser and/or device settings to enable JavaScript).

##### **Hardware Configurations:**

There are no minimum hardware requirements; however, certain minimum requirements may be specified by the browser being used.

##### **Mac Web Browsers:**

Apple® Safari® latest version on Mac OS X

#### **12. Changes to this Online Account Access Services Agreement**

GMP may change the terms of this agreement by providing me with written or electronic notice, including by providing me with notice:

- (i) [in my electronic Statement;]
- (ii) sent to the Email address I last provided; or (iii) to my mailing address last appearing on GMP's records.

#### **13. Survival of Certain Terms**

When this agreement ends, any Online Account Access Services provided to me will also end; however, my obligations, representations and acknowledgements concerning the following sections shall survive the termination of this agreement: *Passwords, Accessing the Services, Using information and Liability.*

#### **14. Language**

GMP and I have expressly requested that this agreement and all related documents, including notices, be drawn up in the English language. Vous et nous avons expressément demandé que ce contrat et tout document y afférent y compris tout avis, soient rédigés en langue anglaise (Quebec only/Québec seulement).