

Joint Account Agreement
with
Canadian ShareOwner Investments Inc.
(Called “we”, “our” and “us”)

This Agreement contains important information regarding the terms and conditions which apply to your joint account with Canadian ShareOwner Investments Inc. By signing the New Account Application, you are agreeing that you have read, understood and agree to the terms and conditions outlined in this Agreement.

Canadian ShareOwner Investments Inc. (“CSII”) is directed to open one or more joint accounts (individually or collectively, the “Account”) in the name of the Applicant and the Co-Applicant(s) referred to in the New Account Application. In consideration of CSII opening and maintaining the Account, you hereby jointly and severally represent, warrant, covenant and agree with CSII as follows:

1. Other Agreements Apply

All transactions for the Account will be subject to the terms and conditions of all other existing agreements (including, without limitation, the Client Account Agreement) between CSII and each of you. Each of the agreements is incorporated by reference.

2. Authority of Each Client

Each of you has and shall have full power and authority, acting individually or collectively, on behalf of all of the joint holders, without notice to any other joint holder, to:

- (a) buy or sell or otherwise deal in securities;
- (b) receive demands, notices, confirmations, reports, statements of account and communications of every kind with respect to each Account and transaction;
- (c) deposit or withdraw and receive from the Account any money, securities or other property without limitation in amount, in your individual name or in the name of any other person at your direction, and to dispose of the same without recourse to CSII by any one or more of the Clients;
- (d) execute authorizations, agreements and documents relating to any of the foregoing matters and to terminate, modify or waive any of the applicable provisions; and,
- (e) generally to act and deal with CSII in respect of the Account as fully and with the same authority as though you alone were interested in the account,

Each of you specifically acknowledges that CSII is authorized to act upon the instructions of any of you in every respect regarding the Account and that CSII may make deliveries of securities or payments to any one of the joint holders or any other person upon, or pursuant to, the instructions of any one of you even if such deliveries and/or payments will be made to any one of you personally, and not for the joint account of the other joint holders. In the event of any such deliveries of securities or payments of monies to any of you, CSII will be under no duty or obligation to inquire into the purpose or propriety of any such instructions or be bound to inquire into the application or disposition of the securities delivered or payments made.

The Clients jointly and severally agree to indemnify and hold CSII harmless from any loss, liability or expense resulting from our acting in accordance with the above authority.

3. Liability of Clients

Each of you is jointly and severally liable to CSII for any debts, obligations or liabilities arising in connection with the Account. You jointly and severally agree to indemnify and hold CSII harmless from, and to promptly pay CSII on demand, any and all losses arising from the Account or any debit balance due thereon. As continuing collateral security for the payment of such debts, obligations or liabilities, which are now or which may in the future be owing by the you to CSII, you hereby pledge to CSII all of your securities and cash, including any free credit balances, which may now or hereafter be in any of your accounts with CSII (collectively, the “Collateral”), whether held in the Account or in any other account with CSII in which any of you have an interest and whether or not any amount owing relates to the Collateral pledged. This security is in addition to and not in substitution for the rights and remedies CSII otherwise would have.

4. Rights & Obligations of Survivors - Joint Account with Right of Survivorship (Not applicable to residents of Quebec)

If you are not residents of Quebec or unless you notify CSII otherwise, the Account will be held by you jointly with right of survivorship and not as tenants-in-common.

In the event of the death of any of you, the entire beneficial interest in the Account shall vest in the surviving joint holder(s) on the same terms and conditions as held, without in any way releasing the decedent's estate from the joint and several liability of the decedent account holder provided for in this Agreement. The death of one of you will in no way affect the right of the surviving joint holder(s) to withdraw all monies and to take delivery of all securities held in the Account, subject to compliance with all applicable laws relating to succession duties and estate and inheritance taxes.

In the event of the death of any of you:

- (a) The surviving joint holder(s) will immediately give CSII written notice thereof;
- (b) CSII is authorized prior to the receipt of the written notice of the decedent's death to execute orders and deal with and for the account as though the death had not occurred;
- (c) CSII is authorized prior to or after the receipt of the written notice of the decedent's death, to take such proceedings, require such estate tax and succession duties, waivers and consents to be provided by the surviving joint holder(s), retain such portion of the Account or restrict transactions in the Account as CSII may, in its sole discretion, consider advisable to protect CSII against any tax, liability, penalty or loss under any present or future laws or otherwise; and
- (d) the estate of the decedent and each surviving joint holder will continue to be liable to CSII, jointly and severally, for any debts, obligations, liabilities or losses in respect of the Account, including, without limitation, those resulting from the completion of transactions initiated prior to the receipt by CSII of the written notice of the decedent's death or incurred in the liquidation of the Account or the adjustment of the interests of the joint holder(s).

5. Rights & Obligations of Survivors - Joint Account as Tenants In Common (For residents of Quebec only)

If you are residents of Quebec or if you notify CSII in writing, the Account will be held by you as tenants in common.

In the event of the death of any of you:

- (a) The surviving joint holder(s) will immediately give CSII written notice thereof;
- (b) CSII is authorized prior to or after the receipt of the written notice of the decedent's death, to take such proceedings, require such estate tax and succession duties, waivers and consents to be provided by the surviving joint holder(s), retain such portion of the Account or restrict transactions in the Account as CSII may, in its sole discretion, consider advisable to protect CSII against any tax, liability, penalty or loss under any present or future laws or otherwise; and
- (c) the estate of decedent, which estate will be bound to the terms hereof and each surviving joint holder will continue to be liable to CSII, jointly and severally, for any debts, obligations, liabilities or losses in respect of the Account, including, with limitation, those resulting from the completion of transactions initiated prior to the receipt by CSII of the written notice of the decedent's death or incurred in the liquidation of the account.

6. Headings and Plural

The headings used in this Agreement are for convenience of reference only and will not in any way affect its interpretation. In this Agreement, where the singular is used it shall include the plural and vice versa.

7. Severability

In the event any term or provision of this Agreement is deemed invalid or void, in whole or in part, the remaining terms and provisions of this Agreement will remain in full force and effect.

8. Successors and Assigns

This Agreement will enure to the benefit of and will be binding upon CSII and each of you, and CSII's or your respective heirs, executors, liquidators, administrators, successors and assigns, as the case may be.

9. Governing Law

This Agreement will be governed by the laws of the Province of Ontario.

10. Quebec Residents

It is the express wish of the parties that this Agreement and all documents, notices and other communications relating to the operation of your Account be in English.

Il est de la volonté expresse des parties que la présente convention et tous les documents, avis et autres communications qui concernent la tenue du compte soient rédigés en langue anglaise.

This request has been in effect throughout the entire Account application process.

Vous et nous convenons que cette demande a été en vigueur tout au long du processus de demande de compte.