

SEDAR+ PRE-AUTHORIZED DEBIT AUTHORIZATION (PAD) FORM

SEDAR+ is operated on behalf and for the benefit of the members of the Canadian Securities Administrators (“CSA”) by the British Columbia Securities Commission, Alberta Securities Commission, Ontario Securities Commission and Autorité des marchés financiers through their third party service provider, CGI Information Systems and Management Consultants Inc. (“CGI”). The Alberta Securities Commission (the “ASC” or “**SEDAR+ Administrator**”) is the CSA member authorized to grant licenses and enter into agreements with users of SEDAR+. **Any reference hereinafter in this SEDAR+ PAD Form to the SEDAR+ Administrator shall be treated as a reference to CGI acting as third party service provider to the SEDAR+ Administrator.**

General Instructions:

- A. If you are a filing agent, then the information provided in this SEDAR+ PAD Form (including the identity of Electronic Filer under Section 1 and the account information under Section 2) should pertain to you (and not to any filer).

Section 1 – Electronic Filer Information

If organization:	Full legal name:		
If individual:	Family name:	First given name:	Secondary given names:

Section 2 – Account Information for Electronic Pre-authorized Debit

Name of Electronic Filer's financial institution (“ Financial Institution ”)*:	
Branch transit number (5 digits only):	Account number (“ Electronic Filer Bank Account ”):

***Note:** The financial institution selected must be a member of Payments Canada.

Section 3 – Authorization and Agreement of Electronic Filer

3.1 The Electronic Filer authorizes the payment of fees and charges from time to time on behalf of the Electronic Filer by electronic business pre-authorized debit (“**PAD**”) from the Electronic Filer Bank Account to one or more of the following payees, their successors or assigns, as such list of payees may be amended from time to time in SEDAR+ (collectively the “**Payees**”):

Alberta Securities Commission
British Columbia Securities Commission
The Manitoba Securities Commission
Financial and Consumer Services Commission (New Brunswick)

Office of the Superintendent of Securities Service Newfoundland and Labrador
Office of the Superintendent of Securities (Northwest Territories)
Nova Scotia Securities Commission
Office of the Superintendent of Securities Nunavut
Ontario Securities Commission
Financial and Consumer Services Division (Prince Edward Island)
Autorité des marchés financiers
Financial and Consumer Affairs Authority of Saskatchewan
Office of the Yukon Superintendent of Securities
CGI Information Systems and Management Consultants Inc.

CGI is a third party service provider to the British Columbia Securities Commission, ASC, Ontario Securities Commission and Autorité des marchés financiers in respect of their operation of SEDAR+ on behalf and for the benefit of the CSA members. As part of this service provider role, CGI may collect, as Payee, the payments made under this PAD and then distribute them to the other relevant entity or entities listed above.

3.2 This PAD is a business PAD. The Electronic Filer authorizes the Payees to draw from time to time PADs on the Electronic Filer Bank Account at the Financial Institution and the Electronic Filer authorizes the Financial Institution to honour and pay such PADs. The agreements in this SEDAR+ PAD Form are provided for the benefit of the Payees, their financial institutions and the Financial Institution and are provided in consideration of the Financial Institution agreeing to process debits against the Electronic Filer Bank Account in accordance with the Payments Canada rules affecting the payment services provided in SEDAR+ (the "**Rules**"). The Electronic Filer agrees that any direction provided on its behalf in the manner set out in this SEDAR+ PAD Form, to draw a PAD, and any PAD drawn in accordance with this SEDAR+ PAD Form, shall be binding on it as if signed by or drawn by the Electronic Filer.

3.3 In order to cancel the continuing authorization provided in this SEDAR+ PAD Form, the Electronic Filer shall provide written notice of cancellation to the SEDAR+ Administrator by personal delivery or e-mail to the SEDAR+ Administrator as set out below, which notice shall be effective thirty (30) days following receipt thereof by the SEDAR+ Administrator:

CGI INFORMATION SYSTEMS AND MANAGEMENT CONSULTANTS INC.
c/o CSA Service Desk
Attention: SEDAR+ Administrator
12 Millennium Blvd, Suite 210
Moncton NB E1C 0M3
E-Mail : sedarplus@csa-acvm.ca

Any cancellation does not terminate or otherwise affect any other obligation or agreement between the Electronic Filer and any of the Payees. To obtain a cancellation form or further information on the right to cancel this authorization, the Electronic Filer should contact the Financial Institution or go to www.payments.ca.

3.4 The Electronic Filer agrees that the Financial Institution is not required to verify that any PAD has been drawn in accordance with this SEDAR+ PAD Form, including the amount, frequency and fulfillment of any purpose of any PAD.

3.5 The Electronic Filer agrees that delivery of this SEDAR+ PAD Form to the SEDAR+ Administrator constitutes delivery by it to the Financial Institution. The Electronic Filer agrees that the SEDAR+ Administrator may deliver this SEDAR+ PAD Form to any one or more Payee's financial institution and agrees to the disclosure of any information which may be contained in this SEDAR+ PAD Form to such financial institution.

3.6 The Electronic Filer acknowledges that PAD payments in SEDAR+ are variable, annual and/or sporadic, and there is no maximum amount of payment. In addition, PAD payments may be top-ups or adjustments. The SEDAR+ Administrator shall obtain due authorization from the Electronic Filer in accordance with the Rules for each sporadic PAD payment. The Electronic Filer further acknowledges that PAD payments in SEDAR+ from the Electronic Filer Bank Account are authorized by any authorized representative of the Electronic Filer, including the Electronic Filer's Authorized Users and Authorized Super Users as defined in the Electronic Filer Agreement (collectively the "**Electronic Filer Users**"), all of whom have access to the Electronic Filer Bank Account and information pertaining to the Electronic Filer Bank Account for this purpose. The Electronic Filer agrees that an Electronic Filer User being logged in to SEDAR+ using the Electronic Filer User's SEDAR+ user ID and password, together with a SEDAR+ submission, shall constitute valid authorization for any one or more Payee or its agent to debit the Electronic Filer Bank Account for the amount(s) indicated in the SEDAR+ submission.

3.7 The Electronic Filer may dispute a PAD by providing a signed declaration to the Financial Institution under the following conditions:

- (i) the PAD was not drawn in accordance with this SEDAR+ PAD Form;
- (ii) this SEDAR+ PAD Form was cancelled; or
- (iii) any pre-notification required and not waived was not received by it or by any Electronic Filer Users.

The Electronic Filer acknowledges that, in order to obtain reimbursement from the Financial Institution for the amount of a disputed PAD, the Electronic Filer must sign a declaration to the effect that either (i), (ii) or (iii) above took place and present it to the Financial Institution up to and including but not later than ten (10) business days after the date on which the disputed PAD was posted to the Electronic Filer Bank Account. The Electronic Filer acknowledges that, after this ten (10) business day period, the Electronic Filer shall resolve any dispute regarding a PAD solely with the Payees, and that the Financial Institution shall have no liability to the Electronic Filer respecting any such PAD. To obtain more information on recourse rights, the Electronic Filer may contact the Financial Institution or go to www.payments.ca.

3.8 The Electronic Filer certifies that all information provided with respect to the Electronic Filer Bank Account is accurate and the Electronic Filer agrees to deliver an amended SEDAR+ PAD Form to the SEDAR+ Administrator within five (5) business days of a change to the contact information for the Electronic Filer Bank Account and at least ten (10) business days prior to the desired business date of a change to the Electronic Filer Bank Account information.

3.9 Except where caused solely by the negligent actions of the ASC, the Electronic Filer agrees to indemnify and hold the harmless the ASC, any other member of the CSA, CGI and their respective directors, officers, members, employees or agents (the “**CSA Related Parties**”) for all losses, costs, fees, damages, expenses, liabilities, claims, suits and demands whatsoever that they may suffer, incur or be under or that may be made or brought against the ASC or the CSA Related Parties, by whomsoever made or brought, by reason of or in any way arising out of the action in drawing, issuing, instructing, paying, disputing and/or reimbursing of any PAD on the Electronic Filer Bank Account issued in accordance with instructions by Electronic Filer Users on behalf of the Electronic Filer, including without limitation, any interest claims, claims resulting from stop payments and declarations filed by the Electronic Filer or any other person.

3.10 The Electronic Filer warrants and guarantees that it has the authority to electronically agree to commit to this SEDAR+ PAD Form by electronic signature and that its electronic signature conforms with the requirements of the Rules.

3.11 The Electronic Filer agrees to comply with the Rules, or any other rules or regulations which may affect the services described herein, as may be introduced in the future or are currently in effect and to execute any further documents reasonably required by the SEDAR+ Administrator or prescribed from time to time by Payments Canada in respect of the services described herein.

3.12 The Electronic Filer agrees to pay other SEDAR+ fees and charges established by the SEDAR+ Administrator from time to time, including those for failed payments or payments that were not honoured and interest on unpaid fees and charges at the rate set forth, if any, in the applicable rule or instrument.

3.13 *For Electronic Filers located in Québec only* - It is the express wish of the parties that both the English and French versions of this SEDAR+ Pre-Authorized Debit (PAD) Form (French version available by clicking the “Français” link at top of this page) and, if applicable, all related documents, be binding on the parties.

3.14 **Electronic Filer hereby waives its right to receive pre-notification of the amount of the PAD and agrees that Electronic Filer does not require advance notice of the amount of PADs before the debit is processed.**

3.15 **Electronic Filer and Payees mutually agree to reduce the period of time before the due date of the first PAD under this agreement within which Payee is to provide Electronic Filer with a written notice setting out the details of this PAD agreement from 10 calendar days to 5 calendar days.**

3.16 The Electronic Filer agrees to the foregoing terms and conditions, all of which shall enure to the benefit of and be binding upon the Electronic Filer and its successors and assigns. Where the Electronic Filer is not an individual, the Electronic Filer warrants and agrees that it has caused this SEDAR+ PAD Form to be signed by its duly authorized signatories on its behalf. If no second signatory is completed below, the Electronic Filer acknowledges and agrees that no second signatory is required by the Electronic Filer.

By signing below:

Electronic Filer agrees to be legally bound by this SEDAR+ Pre-Authorized Debit (PAD) Form.

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 as defined in the Electronic Filer's Electronic Filer Agreement).

Signature:

Name:

Title:

Date:

Second signatory, if required by the Electronic Filer.

Signature:

Name:

Title:

Date: