

## **INVESTOR CENTER TERMS AND CONDITIONS**

These terms and conditions are specific to Computershare's Web-based services for investors and are automatically displayed during first time registration (or login) at Investor Center, and, as applicable, eTree, and online voting websites managed by Computershare, as well as any time these terms and conditions are amended.

These terms and conditions apply to your access to Computershare's Web-based services for the purpose of viewing your account(s), initiating online transactions, consenting to the electronic delivery of documents and communications and updating the data in your account(s) (the "Service"). Your continued use of the Service after amended terms and conditions are viewed will constitute acknowledgement and acceptance of the changes. By selecting the terms and conditions link at the bottom of the page, you may review the then current Service terms and conditions at any time. You may be required to acknowledge and accept additional terms and conditions in order to access other services provided by Computershare companies on the Internet.

The Service is provided by various Computershare entities organized in the United States and Canada (and ultimately owned by Computershare Limited).

**THESE TERMS AND CONDITIONS SPECIFICALLY APPLY TO USERS IN THE UNITED STATES AND CANADA. THESE TERMS AND CONDITIONS ARE LEGALLY BINDING. PLEASE READ THEM CAREFULLY.**

### **U.S. TERMS AND CONDITIONS**

These Terms and Conditions are specific to Computershare's Web-based services for investors and are automatically displayed when a new account is created at Investor Center, eTree, and InvestorVote, as well as any time these Terms and Conditions are amended. These Terms and Conditions apply to your access to Computershare's Web-based services in order to view your account(s), conduct online transactions, consent to the electronic delivery of documents and communications, and update the data in your account(s) (the "Service"). Your continued use of the Service after you view any amended Terms and Conditions constitutes acknowledgement and acceptance of the changes. You may review the most up-to-date Service Terms and Conditions at any time by selecting the Terms and Conditions web page link. You may be required to acknowledge and accept additional terms and conditions to access other online services provided by Computershare companies.

These Terms and Conditions are also applicable if you have registered for eTree or consent to electronic delivery of documents or communications and use Computershare-managed websites related to those services. Please see specific provisions for eTree™ Service and Electronic Shareholder Communications in Section 11.

**THESE TERMS AND CONDITIONS ARE LEGALLY BINDING. PLEASE READ THEM CAREFULLY.**

**By registering with Investor Center, you agree that Computershare may send you general communications to the e-mail address you provide when you register, including communications relating to Computershare products and services, enhancements or changes to Computershare products and services, newsletters, and educational information. You also agree that we may send you information and notices regarding your account(s), other than the account related communications set forth in Section 11 of these terms and conditions for which you must provide specific consent and which are governed by Section 11. You may be able to opt out of receiving certain general communications from Computershare, by selecting the "unsubscribe" option if**

**available. In the event an e-mail of general communications is returned as undeliverable, Computershare may elect to discontinue sending such communications or may send by regular mail.**

The Service is provided by various Computershare entities organized in the United States (and ultimately owned by Computershare Limited) (hereinafter "Computershare").

## **1. Accessing the Service**

1.1 In consideration of Computershare providing you with access to Investor Center, you agree to abide by these Terms and Conditions each time you access this service. Once you register for the Service, you are solely responsible for the use of your User ID, Password, and other authenticating information to access Investor Center, for all use and actions by others, and for ensuring that all usage complies fully with these Terms and Conditions.

1.2 Please note that when you log in to Investor Center using a particular User ID and Password, you will have access to all accounts maintained by Computershare that are associated with that User ID and Password, including accounts registered to you individually, jointly, or in various other capacities.

1.3 The Service is not intended for use by any person or entity in any jurisdiction or country where such use might be contrary to law or regulation. Computershare Limited and Computershare make no representation or warranty regarding Investor Center compliance with local laws in jurisdictions outside the United States.

1.4 If your account is in a dividend reinvestment plan, direct stock purchase plan, or employee stock purchase plan (each a "Plan" or collectively "Plans"), these Terms and Conditions serve as a supplement to the terms and conditions of the applicable Plans. As a Plan participant, you have agreed that the services under the Plan are governed by the applicable Plan materials. Except as expressly adjusted by these Terms and Conditions, the terms and conditions of the Plan materials remain in full force and effect, and together with these Terms and Conditions, form the entire agreement between you and Computershare relating to the Plan.

1.5 Computershare does not currently charge a fee for your access to and use of Investor Center, but reserves the right to do so at any time pursuant to any amendment to these Terms and Conditions. If you are participating in another service provided by Computershare, any fees applicable to that service shall apply.

## **2. Registering for the Service**

2.1 Registering for the Service is a multi-step process that involves validating your account information and your identity to ensure the highest level of security for your personal information. To complete the registration process, you will be required to enter an access code to gain full access to the website. Once registration is complete, we will send a confirmation by U.S. mail to the address on file for your account.

2.1.1 You will have the option of using either your Social Security Number or your Holder Account Number to validate your account. You will also need a Company Name or Ticker Symbol and your Zip Code. Non-U.S. residents will be asked for their Surname.

2.1.2 To maintain the highest level of security for online access to your account (s), you will be asked to create a User ID, Password, and Personal Site Seal, and to answer several Security Questions.

We use your Security Questions and answers to expedite forgotten password recovery and to confirm your identity.

Your Site Seal is a personalized image comprised of characters and numbers on a tinted background. Your Personal Site Seal will be shown every time you log in to your account, after you enter your User ID. You should always check to make sure your Personal Site Seal is correct before entering your Password. If your Personal Site Seal does not appear, or is incorrect, do not enter your Password and contact the Investor Center Help Desk at 1-800-942-5909.

2.2. Before you can gain full access to Investor Center, we will ask you to verify your identity, either by mail, which may take up to 14 days, or online, which gives you full access to the website within minutes.

If you choose to verify online, your personal information will be submitted to VERID, a service of RSA. As part of the online verification process, you will be asked several identifying questions. RSA Identity Verification matches the data you have previously entered to data found within public or commercially available records.

If verification is successful, you will receive full access to Investor Center.

If online verification is not successful, you will be asked to verify by mail.

If you verify by mail, an access code will be sent by U.S. mail to the address registered to your shareholder account. After you receive your access code, follow the login instructions so that you can complete the registration process online. You will not have full access to the Investor Center website until after you have received your access code and complete the registration process online.

2.3 As an additional security measure, we will ask you to confirm your email address and mobile phone number. We will forward an access code to the provided email address and mobile phone number, which you will be required to enter to proceed with verification.

### **3. Connecting to the Service**

3.1 You are responsible for obtaining access to the Service, including access to the Internet via an Internet Service Provider (ISP) and any associated costs such as online telephone charges, text message charges, and for maintaining your computer system and any other equipment you may need to access the Service. Computershare makes no warranties regarding the access, speed, timeliness or availability of the Internet or network services.

3.2 You are responsible for furnishing your email address and your mobile phone number, if applicable, to Computershare, for notifying Computershare of any changes to your email address and mobile phone number, for maintaining email and mobile phone services and for checking your email account and mobile phone regularly for new mail from Computershare.

3.3 Computershare reserves the right to make any changes to the Service without notice that it considers necessary, desirable or in your interest or that of Computershare or its clients. Computershare shall not be responsible in the event that any change to the Service means that you are no longer able to access the Service.

3.4 If your account has more than one owner, you agree that any electronic communications or transactions made through the Service are made with the authority of any and all other owners, and that those electronic communications or transactions will be binding on such other owner(s). If conflicting instructions are received from other account owners, Computershare may, in its sole discretion, do one of the following: (a) choose which instructions to follow and which to disregard, or (b) terminate the Plan account in accordance with the Plan terms and conditions.

#### **4. Confidentiality and Security**

4.1 You understand and agree that you are responsible for maintaining the confidentiality of your User ID and Password, and agree not to provide them to any other person or entity. You specifically agree that you are solely responsible for any actions entered through the Service by you or by others who obtain access by using your User ID and Password, whether or not such access is authorized by you. If you allow any other person or entity to access the Service, you will defend and indemnify Computershare against any and all liability, costs, or damages arising out of claims or suits by third parties based on or relating to such access or use. You agree that Computershare is not responsible for any damages or losses resulting from any breach of security caused by your failure and/or the failure of other persons not engaged by or on behalf of Computershare, its affiliates, agents, or subcontractors, or who obtain access through you to maintain the confidentiality of your User ID and Password. You are not responsible for any breach of security caused by the failure of Computershare or its affiliates to take commercially reasonable efforts to maintain the confidentiality of your User ID and Password. You agree to notify Computershare immediately at 1-800-942-5909 if you suspect that your User ID and/or Password have been lost or stolen, or that an unauthorized person or entity has obtained access to the Service using your User ID and Password. As a precaution, Computershare recommends that you change your User ID, Password, and Security Questions and answers periodically.

4.2 The Service is provided via a website with a secure server using 2,048 bit encryption. As long as you remain on the Investor Center™ website you will have the benefit of this security. However, you should note that email communications are not necessarily secure; there is always a risk that email messages may be tampered with or intercepted. By registering for and using this Service, you acknowledge that these risks exist and that confidentiality cannot always be assured.

4.3 Computershare does not accept any responsibility for any interception, tampering, or loss of confidentiality which may take place either after an email message has been sent by Computershare or prior to an email message being received by Computershare. In addition, Computershare does not accept responsibility for any losses, claims, damages or expenses that you may incur as a result of any such interception, tampering or loss of confidentiality. Computershare will maintain the confidentiality of all non-public information that you provide in order to use the Service, consistent with the requirements of applicable law; provided, however, that Computershare may share your name and e-mail address with a third-party service provider in order to send you the communications set forth in paragraph [3], so long as such third-party is legally bound to keep such information confidential

4.4 Computershare takes reasonable care to ensure that the electronic communications it generates are free of viruses or other corruption of data. Always check any documents or attachments for viruses and defects before opening or using them. Computershare's liability in this respect is limited to re-supplying any affected documents or attachments. You are responsible for making sure that all electronic communications sent by you to Computershare are free from viruses or defects. Computershare will not be obliged to receive or act upon any communications from you that contain a virus.

4.5 Computershare wants to make your online experience satisfying and safe. Our aim is to safeguard the privacy and security of your personal information while providing a personalized service that meets your individual preferences and needs. Computershare's Privacy Policy tells you how we protect your privacy and the confidentiality of your information.

#### **5. No Guarantee as to Information/Limitation of Liability**

5.1 Computershare will take reasonable care to ensure that information regarding your shareholdings is accurate. However, you should note that certain information provided through the Service, such as the number of shares held, may be updated on an end-of-day basis or settlement date basis and not on a real-time basis. As a result, you should take into account any

recent transactions when determining your share balance, such as share transfer, share sale or dividend reinvestment. Computershare does not guarantee the accuracy, completeness, sequence or timeliness of holder account information through this Service, and is not responsible for indirect, consequential, or special damages you may incur through reliance on the information or the accuracy, completeness, sequence or timeliness thereof, or for any delays or errors in the transmission or delivery of any part of the information or Service.

5.2 The Service and any information provided to you as part of the Service are for general information and your personal, non-commercial use only. The Service and information provided do not constitute any form of advice or recommendation regarding investments or suitability for your particular circumstances. You should seek independent financial advice before making any investment or other decisions, which are your responsibility. Use of the Service is entirely voluntary and at your own risk. You may stop using the Service at any time.

**5.3 THE SERVICE AND INFORMATION ARE PROVIDED TO YOU "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EXPRESSED, IMPLIED OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. IN NO EVENT WILL COMPUTERSHARE BE LIABLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, HOWSOEVER CAUSED, ARISING OUT OF USE OF THIS SERVICE OR RELIANCE ON THE INFORMATION PROVIDED OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS OR LINE OR SYSTEM FAILURE.**

#### **6. Information Provided by Third Parties**

Market-related and other financial information such as charts, research and news made available to you on this site as a convenience by Computershare is provided via a direct link from agents and vendors with whom Computershare has licensing arrangements ("Third Parties"). Such information may be reported on a delayed, rather than a real-time basis. Computershare has no control over, is not responsible for, and does not endorse or approve Third Parties information. You understand and agree to indemnify and hold Computershare and Third Parties harmless for any loss or damage arising from the following: your use of, inability to use, or reliance on such data or information, including any inaccuracy, error, delay, omission, non-performance, or interruption of any such data due either to any negligent act or omission of such Third Parties, or to any major force, including but not limited to flood, extraordinary weather condition, earthquake or other act of God, fire, war, terrorism, insurrection, riot, labor dispute, accident, action of government, communications, power failure, equipment or software malfunction, or other cause beyond the reasonable control of Computershare or Third Parties.

#### **7. Intellectual Property Rights**

Computershare represents that the Service, the Investor Center website, its content, programming and software either belong to Computershare or are licensed for use by Computershare, and are protected by copyright, trademark, trade secret, patent and any other applicable intellectual property and other laws. You agree not to use, reproduce, copy or modify any part of the Service, the information or website for any unlawful purpose. You also agree to comply with any reasonable request from Computershare or Third Parties to protect the property rights of the owner of that part of the Service, information or website.

#### **8. Validity**

In the event that any part of these Terms and Conditions is not legally enforceable, the remaining terms and conditions shall not be affected and shall remain valid and enforceable.

## **9. Changes to Terms and Conditions**

Computershare may change or amend these Terms and Conditions at any time. In the event that we change these Terms and Conditions, you will be required to accept the amended Terms and Conditions upon your next login to the Investor Center™ website.

## **10. Governing Law and Jurisdiction**

These Terms and Conditions, and all matters arising out of the use of this website, shall be governed, construed and interpreted according to the laws of the State of New York, without reference to the choice of law doctrine of such state. You hereby consent to the exclusive jurisdiction of courts in Illinois, Massachusetts, or New Jersey, whether state or federal, over all matters relating herein.

## **11. eTree® Service, and Electronic Shareholder Communications**

### **11.1 Definitions**

Company means any company for whom Computershare provides transfer agency or Plan services.

eConsent means your consent to receive documents or communications electronically, or an email notification that online documents or communications are available from a Company or Computershare.

eTree means the Computershare initiative with American Forests, which gives an environmental incentive to shareholders of companies to elect to receive designated regulatory and investor communications electronically.

eTree® site means the Internet website where you register and provide Computershare with your email address for the eTree® Service and electronic communications.

eTree® Service includes the collection by Computershare of email addresses, the forwarding of those email addresses to the Member Companies you select, and the notification to you of new or additional Member Companies, as may be appropriate.

Member Company means a company that has agreed with Computershare to participate in eTree.

### **11.2 General**

When you access the eTree® site, you will be asked to provide an email address so that you can receive shareholder communications from the Member Companies you select. You agree that Computershare may forward notifications from new Member Companies in which you own shares to the email address that you have provided.

### **11.3 Electronic Communications**

Electronic communications from the Member Companies you have selected will be sent to the email address that you provide to Computershare. Computershare, the Member Companies, and any other Company for which you have provided eConsent will be deemed to have fulfilled their communication obligations for items you have consented to by transmitting the electronic communication to the email address that you provide to Computershare. This includes email notifications that materials are available with a link to such materials. You acknowledge that electronic delivery of these documents and communications is a substitute for physical delivery by U.S. mail.

### **11.4 Confidentiality and Security**

By agreeing that Computershare, the Member Companies and other Companies can communicate with you by email, you acknowledge and agree that the risks set forth in Section 4 exist, and that confidentiality cannot always be assured.

### **11.5 No Guarantee as to Information/Information Provided by Third Parties**

Computershare will use reasonable care in recording the email address you provide when

registering for eTree® or eConsent services, and when distributing notices and website addresses or links to shareholder communications from Computershare or its client companies to you at your email address.

Use of the Service is entirely voluntary and at your own risk, in accordance with the provisions of Section 5.2. Computershare does not guarantee that the links provided in notices are complete, accurate or timely. Computershare makes no representation concerning or endorsing the content, and is not responsible for the accuracy, completeness or timeliness of the content on any website to which Computershare provides a link via the eTree® Service or in connection with eConsent services, in accordance with the provisions of Section 6, with the exception of content prepared solely by Computershare.

### **11.6 Privacy: Collection and Disclosure Statement**

Computershare collects personal information through eTree and eConsent. Such information may include your name, address and email address. Computershare collects this information to:

- Facilitate the current and future use of eTree and eConsent
- Enable you to use the eTree® Service to update your email information on share registers of Member Companies
- Enable Computershare to contact you to provide information about issuers of shares you hold who have become Member Companies after you have provided your personal information to Computershare
- Enable Computershare to contact you to provide you with a newsletter, as applicable
- Enable Computershare to collect, maintain, use and disclose personal information as allowed by law

Computershare will not disclose such personal information except to its related entities for provision of technology services and other support, for the purpose of notifying you of new services offered, and to the issuers of securities which you may hold. If you do not provide the personal information requested, you will not be able to use eTree or eConsent. Your email address may be disclosed to issuers of securities you hold when requested by that issuer.

### **11.7 Electronic Delivery of Documents**

11.7.1 When you register your email address with eTree, the Electronic Shareholder Communications section of Investor Center, or online voting websites managed by Computershare, and give consent to receive electronic delivery of documents or communications, you may be asked which document or communication types you would like to receive electronically. The types of documents available may include:

- (a) Annual meeting notices, proxy statements, proxy cards and annual reports
- (b) Financial information, including interim financial statements or periodic reports
- (c) Statements of account activity
- (d) Tax forms generated in connection with your account
- (e) Company announcements such as press releases and marketing materials
- (f) Computershare materials regarding available services

11.7.2 Computershare will let you know when documents are available by emailing you a notice that includes instructions for retrieving the documents electronically. In some cases, the Form of Proxy may not be available electronically, and Computershare will send you a paper Form of Proxy by U.S. mail, along with instructions for how to retrieve the Annual Report, Notice of Meeting and Proxy Statement electronically.

11.7.3 To access, download, print and/or save the documents, you will need a personal computer with a **W3C-compliant** web browser, access to the Internet, email and a printer. To view documents, you will need Adobe® Reader®. For shareholders without Adobe Reader, go to the [link](#) to obtain a free download of this program. You agree that it is your responsibility to access and review the documents. Under no circumstances will Computershare be liable for any damages of any kind that result from the use of, or inability to use, the eTree® or eConsent

services. When you agree to receive documents electronically, you acknowledge that you may incur line or usage charges from your Internet Service Provider.

11.7.4 Documents will be available at the link or website address provided, and will remain there until archived. Documents are generally available until at least the same reporting period the following year. Tax forms available electronically will remain available until at least October 15 of the year following the year listed on the tax forms.

11.7.5 Your consent to receive documents electronically, including through enrollment in eTree, will remain in effect until you have revoked such consent. To unsubscribe or revoke your consent for electronic delivery, or to make changes to some or all of your delivery preferences, log in to Investor Center with your User ID and Password at [www.computershare.com](http://www.computershare.com), go to My Profile and Update Communication Preferences. If you no longer have Internet access, you may revoke your consent by writing to us at the address in Section 11.7.6 below and identifying the documents you no longer wish to receive electronically.

11.7.6 You may at any time request to have a paper copy of these documents provided to you at no cost by contacting Computershare by **phone**, by email at [web.queries@computershare.com](mailto:web.queries@computershare.com), or by mail at Computershare Investor Services, P.O. Box 43078, Providence, RI 02940-3078. If the Company cannot make electronic delivery available to you, paper copies will be provided to you.

11.7.7 By enrolling in eTree, or by consenting to receive documents via Investor Center or online voting websites managed by Computershare, you are confirming that you have access to email and agree to notify us if you no longer have access. To update your eTree® email address, visit [www.computershare.com/investor](http://www.computershare.com/investor). To update your Investor Center™ email details, log in to Investor Center as described in 11.7.5. For all others who have consented to receive documents electronically, use the contact options outlined in section 11.7.6 to change your email address.

## **12. Agreement**

You understand and agree that by clicking on "I agree" or a similar entry field your agreement or consent will be legally binding and enforceable as the legal equivalent of a handwritten signature.

## **CANADIAN TERMS AND CONDITIONS**

"Computershare" as used in the CANADIAN TERMS AND CONDITIONS shall mean Computershare entities organized in Canada, including without limitation Computershare Investor Services Inc. and Computershare Trust Company of Canada. Welcome to Investor Centre, the web based shareholder access service of Computershare. We hope that Investor Centre will provide you with a convenient and easy way to view your shareholdings and perform certain functions.

### **1. Accessing the Service**

1.1 In consideration of Computershare providing you access to Investor Centre, you agree to abide by these terms and conditions each time you access this Service. You must register for the Service and thereafter you are solely responsible for use of your User ID and Personal Identification Number (PIN) to access Investor Centre, for all use and actions by others by means of your User ID and PIN, and for ensuring that all usage complies fully with these terms and conditions.

1.2 Please note that when you log in to Investor Centre using a particular User ID and PIN, you will have access to all accounts maintained by Computershare that are associated with that User ID and PIN, regardless of whose name in which the shareholdings are registered such as accounts registered in joint names.



1.3 The Service is not intended for use by any person or entity in any jurisdiction or country where such use might be contrary to law or regulation. Computershare Limited and Computershare make no representation or warranty regarding Investor Centre compliance with local laws in jurisdictions outside Canada.

## **2. Registering for the Service**

2.1 To register for the Service, you will need to provide your Holder Account Number (which is located on your recent statement or mailing you received in connection with this Service) together with your Last Name and Postal Code. We will then provide your User ID on-line, and will send your Personal Identification Number ("PIN") by first class mail to your registered address. You will need both your User ID and your PIN to access the Service.

2.2 When you access the Service for the first time with your User ID and PIN, you will be asked to provide additional information which will be required only in the event that your PIN is lost or stolen or if at any time Computershare needs to confirm your identity. If you are unable to provide this additional security information when required, you will not be able to access the Service. In the event you forgot your PIN, contact us at 1-800-340-4883. You will be unable to use the Service until such time as a replacement PIN is issued to you.

## **3. Connecting to the Service**

3.1 You are responsible for obtaining access to the Service (including access to the Internet via an Internet Service Provider and any associated costs such as online telephone charges) and for maintaining your computer system and any other equipment required by you to access the Service. You agree to use the level of encryption security required by Computershare. Computershare makes no warranties regarding the access, speed, timeliness or availability of the Internet or network services.

3.2 You are responsible for furnishing your email address to Computershare, for notifying Computershare of any changes to your email address, for maintaining email services and for checking your email account regularly for new mail from Computershare.

3.3 Computershare reserves the right without notice to make any technical changes it considers necessary or desirable to the Service or where it considers that it is in your interests or in Computershare's or its clients' interests to do so. Computershare shall not be responsible in the event that any upgrade to the Service means that you are no longer able to access the Service.

3.4 If your account has more than one owner, you agree that any electronic communications or transactions made through the Service are made with the authority of any and all other owners and will be binding on such other owner(s). Notwithstanding the foregoing, Computershare may, in its sole discretion, do either of the following if conflicting instructions are received from other account owners: (a) choose which instructions to follow and which to disregard, or (b) terminate the Plan account in accordance with the Plan terms and conditions.

## **4. Electronic Delivery of Shareholder Documents**

Examples of shareholder materials that may be made available electronically and that are covered by this consent include annual reports, including annual financial statements and management's discussion and analysis, proxy materials, including notices of meetings, management proxy circulars and forms of proxy, and interim financial statements including management's discussion and analysis. In order to enroll for this electronic delivery option, you must agree to the following:

4.1 You agree to receive notices, in paper or by email, about shareholder materials being made available electronically, effective when you submit this consent form. Computershare will notify you of the availability of the requested documents by e-mailing a notice, along with the

instructions for retrieving the documents electronically. In some cases, the Form of Proxy will not be made available electronically, and you will be mailed a paper Form of Proxy, along with instructions for retrieving the Annual Report, Notice of Meeting and Management Information Circular.

4.2 You can view the shareholder materials listed in the notice via the Internet or print them on a local printer. You will be able to save a copy of the shareholder materials for my records, which retention is your responsibility.

4.3 You understand that if Computershare sends you a notice by email and your email address is invalid, Computershare will send you a paper notice of the announcement, which will provide a URL to the electronic material, and will provide instructions on how to update your email address.

4.4 To view, download and/or save the documents you will require a personal computer, and access to an Internet service provider, Internet browsing software (such as Internet Explorer) and Adobe Acrobat Reader to read the material. If you do not currently have Adobe Acrobat Reader, you can download this program free-of-charge at <http://www.adobe.com>.

4.5 You understand that documents will be available on the Issuing Company's website for retrieval at the same time that documents are filed with securities regulators and mailed to other securityholders. Documents will be available in the appropriate area of the website and will remain there until archived. Documents are generally available until at least the same reporting period the following year. Any document required for filing with the Canadian securities regulatory authorities after January 1, 1997 is also available for retrieval at [www.sedar.com](http://www.sedar.com).

4.6 You understand that you can revoke your consent at any time. To unsubscribe or cancel your consent for electronic delivery, or to change the delivery methods of communication, you will go to [www.investorcentre.com](http://www.investorcentre.com), click the Sign up for eDelivery image at the bottom of the page. After accessing your account information with your Holder Account Number and Postal/Zip Code, you will be able to change the method of delivery (Post, Email or None, depending on the publication), or delete your email address and click "Submit".

4.7 You may at any time request to have a paper copy of these documents provided to you at no cost by contacting Computershare, via phone at 1-800-564-6253, via mail at 100 University Avenue, Toronto, ON M5J 2Y1, or via email at [service@computershare.com](mailto:service@computershare.com).

## **5. Confidentiality and Security**

5.1 You understand and agree that you are responsible for the confidentiality of your User ID and PIN and you agree not to provide them to any other person. You specifically agree that you are responsible for any actions entered through the Service using your User ID and PIN. If you allow any other person to access the Service, you will defend and indemnify Computershare against any and all liability, costs, or damages arising out of claims or suits by third persons based on or relating to such access or use. Computershare is not responsible for any breach of security caused by your failure and/or the failure of other persons to maintain the confidentiality of your User ID and PIN. You agree to notify Computershare immediately via email ([caregistryinfo@computershare.com](mailto:caregistryinfo@computershare.com)), phone (1-800-340-4883) or fax (1-888-453-0330) if you suspect that your User ID and/or PIN has been lost or stolen or that an unauthorized person has obtained access to the Service using your User ID and PIN.

5.2 The Service is provided via a web site with a secure server using 2,048 bit encryption. As long as you remain on the Investor Centre web site you will have the benefit of this security. However, you should note that email communications are not necessarily secure and there is always a risk that e-mail messages may be intercepted or tampered with. By registering for and

using this Service, you acknowledge that these risks exist and that confidentiality cannot always be assured.

5.3 Computershare does not accept any responsibility for any interception or tampering or loss of confidentiality which may take place either once an email message has been sent by Computershare or prior to an email message being received by Computershare or for any losses, claims, damages or expenses which may be suffered or incurred by you as a result of any such interception, tampering or loss of confidentiality.

5.4 Computershare takes reasonable care to ensure that electronic communications generated by it are free of viruses or other corruption of data. Before opening or using any documents or attachments, you must check them for viruses and defects. Computershare's liability in this respect is limited to re-supplying any affected documents or attachments. You are responsible for ensuring all electronic communications sent by you to Computershare are free from viruses or defects. If a communication from you is found to contain a virus, Computershare shall not be obliged to receive or act upon such communication.

## **6. No Guarantee as to Information; Limitation of Liability**

6.1 Computershare will take reasonable care in ensuring information regarding your shareholdings is accurate but you should note that certain information provided through the Service (such as the number of shares held) may not be updated on a real time basis but will be updated on an end of day basis or settlement date basis. As a result, you may need to take into account your recent transactions (e.g. if you have sold or transferred any shares or elected to reinvest dividends), when determining your share balance. Computershare does not guarantee the accuracy, completeness, sequence or timeliness of holder account information through this Service nor is it responsible for indirect, consequential, or special damages you may incur through reliance on the information or the accuracy, completeness, sequence or timeliness thereof or for any delays or errors in the transmission or delivery of any part of the information or Service.

6.2 The Service and any information provided to you as part of the Service are for general information and your personal non-commercial use only. The Service and information provided does not constitute any form of advice or recommendation regarding investments or suitability to your particular circumstances. You should seek independent financial advice before making any investment or other decisions and any such decisions taken by you are your responsibility. Use of the Service is entirely voluntary and entirely at your own risk. You may stop using the Service at any time.

**6.3 THE SERVICE AND INFORMATION IS PROVIDED TO YOU "AS IS" AND "AS AVAILABLE" WITHOUT WARRANTIES OF ANY KIND, EXPRESSED, IMPLIED OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. IN NO EVENT WILL COMPUTERSHARE BE LIABLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION, DIRECT, INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, HOWSOEVER CAUSED, ARISING OUT OF USE OF THIS SERVICE OR RELIANCE ON THE INFORMATION PROVIDED OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS OR LINE OR SYSTEM FAILURE.**

## **7. Information provided by third parties**

This web site makes available to you, for your convenience, a broad range of financial information that we obtain from our agents and vendors, "Third Party Providers." The information may include quotes, charts, news, market data, modeling tools, and tax information but is not intended as a solicitation of securities transactions or financial, accounting, legal or tax

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## **8. Intellectual Property Rights**

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## **9 Your Privacy**

9.1 Computershare wants to make your on-line experience satisfying and safe. Our aim is to safeguard the privacy and security of your personal information while providing a personalized service that meets your individual preferences and needs. Computershare's Privacy Code tells you the ways we ensure that your privacy and the confidentiality of your information are protected. In using the Service and this website, you are consenting to our collection, use and disclosure of your information in the manner set out herein and in the Privacy Code.

9.2 When you browse this site, Computershare's system automatically logs information about your visit such as the date and time of your visit, user server address, type of browser used, previous site visited, pages accessed and total user time. Our system uses "cookies". A cookie is a message given to a web browser by a web server. The browser stores the message in a text file. The message is then sent back to the server each time the browser requests a page from the server. Websites to which this site may be linked may also use their own cookies to collect information from you. You can generally configure your web browser to accept cookies, reject cookies or notify you when a cookie is sent. You should refer to the help menu of your web browser if you require details as to how this can be done. If your browser is configured to reject all cookies you will be unable to use our website. The purposes of collecting this information are to provide you with the Service, the collation of statistics on use of our website, to ensure the website operates well and for security reasons.

9.3 Computershare may also ask you for, or collect from your on-line visit, personal information such as your name, address, email address, and bank account details. And if you send us an email or if you ask us to respond to you by email, we learn your exact email address and any information you have included in the email. We will use some or all of the above information for the following purposes: to verify your identity for security purposes, maintain your account, process your instructions and provide you with a superior level of service. We use your email address to acknowledge your comments and/or reply to your questions, and we will store your communication and our reply in case we correspond further. Computershare will not use your information for any purpose for which you would not reasonably expect us to use it.

9.4 Computershare will not disclose your personal information to third parties, though it is shared with our affiliates who provide technical support in offering the Service and operating this website. You may withdraw any consent given herein by contacting us or calling us at 1-866-982-8779. However, we may then not be able to provide you with the Service or other services or information which may be of value to you.

#### **10. For owners of self-directed registered plan accounts**

If you have a self-directed registered plan account with Computershare as trustee (e.g., an RRSP or TFSA), be aware that the price of any security in your self-directed account as recorded in Investor Centre may not be accurate as of the date shown or at other times. A security in your self-directed account might not publicly trade on a stock exchange and, accordingly, Computershare might not have available reliable pricing information. The price recorded in Investor Centre might be the price for which your self-directed account acquired the securities or a value certified to Computershare thereafter. Computershare may update price information from time to time, including when it becomes aware of recent transactions in such securities or when it receives relevant information from the Issuing Company or other third parties. However, you should not rely on the accuracy or timeliness of any price or valuation information recorded in the Service for any purpose without undertaking other verification. Without limiting generality of sections 6 and 7 above, Computershare is not responsible for the accuracy of such information.

#### **11. Validity**

In the event that any part of these terms and conditions is not legally enforceable, the remaining terms and conditions shall not be affected and shall remain valid and enforceable.

#### **12. Changes to Terms and Conditions or Services**

Computershare may from time to time change aspects of the Service in order to improve or streamline the Service, which we then offer. In the event that we change these terms and conditions a notice to this effect shall appear on screen the first time you access the Service after the change and you will be required to accept the amended terms and conditions before you can continue to use the Service.

#### **13. Governing Law and Jurisdiction**

These terms and conditions and all matters arising out of the use of this site shall be governed by, and construed and interpreted in accordance with, the laws of the Province of Ontario and the laws of Canada applicable therein, and you hereby consent to the exclusive jurisdiction of courts in Ontario over all such matters.

#### **14. Agreement**

You understand and agree that by continuing into Investor Centre and clicking on "I agree" or a similar entry field your agreement or consent will be legally binding and enforceable as the legal equivalent of a handwritten signature

**Last updated March 2017**