

**1. CLIENT INFORMATION**

Client Name	Client Account Number
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**2. PURCHASE INFORMATION**

I hereby direct Computershare Trust Company of Canada ("Computershare"), in its capacity as trustee of my RRSP/Spousal RRSP/Locked-In RRSP/RIF/Spousal RIF/Prescribed RIF/TFSA/LIF/LRIF/New LIF/RLIF (my "Registered Plan"), or in its capacity as custodian of my Non-Registered account, as applicable (in any case, my "Account"), to settle the following purchase transaction in accordance with my instructions. The terms of the purchase transaction have already been agreed to with the counterparty.

Account Type	RRSP	Spousal RRSP	Locked-In RRSP/LIRA	RIF	Spousal RIF	Prescribed RIF
	TFSA	LIF	LRIF	RLIF	Non-Registered	

Issuer: \_\_\_\_\_ (the "Issuer")

Description of Security:

Price per Security: \$

Number of Securities:

Total Purchase Amount: \$

Remit Purchase amount to:

**Securities being acquired (the "Exempt Market Securities")**

Full name of Seller

Street Address	Apt #	City, Town or Post Office
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Province	Postal Code	Telephone (optional)
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**Payment**

Computershare is to issue from my Account a cheque in the name of the Seller in the total amount of \$ \_\_\_\_\_, representing a price of \$ \_\_\_\_\_ per security, which I confirm is fair market value for my Registered Plan, if applicable, and to deliver over such cheque to the Seller in exchange for, as applicable, the certificates representing the Exempt Market Securities or such other documents as I have specified above.

**Dealer information**

Exempt Market Dealer

Street Address	Apt #	City, Town or Post Office
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Province	Postal Code	Telephone
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**3. PAYMENT OF FEES**

Select one of these options:

Please deduct any transaction fees from my Account

I wish to pay any transaction fees by PAD

## PURCHASE INSTRUCTION FORM (continued)

### 4. TERMS AND CONDITIONS

1. My instructions above are subject to the following terms and conditions, which are in addition to any other term, condition, representation, warranty or agreement previously or hereafter given by me to Computershare relating to my Account.
2. With respect to any acquisition (the "Acquisition") or holding of my Account of Exempt Market Securities ("EMS"),
  - a. I deal at arm's length with the Issuer of the EMS for purposes of the *Income Tax Act* and the Regulations thereunder (the "Act").
  - b. I have obtained such financial, investment, tax and legal advice, and carried out such due diligence, having regard to my personal circumstances, as I have considered appropriate.
  - c. I have neither sought nor obtained any advice from Computershare with respect to the Acquisition or the EMS, including its suitability as an investment for my Account.
  - d. I, with or without the assistance of my personal advisor(s), including any exempt market dealer if applicable, negotiated the terms of the Acquisition. Computershare provided no advice or assistance on the Acquisition, nor has it acted as an intermediary between me and the counterparty in the Acquisition.
  - e. Computershare's role in respect of any Acquisition is solely that of trustee or custodian of my Account.
  - f. Computershare has neither undertaken any due diligence nor made any independent determination as to the status of the EMS as being a 'qualified investment', and not being a 'prohibited investment', for my Registered Plan, if applicable, as such terms are defined in the Act.
  - g. For so long as my Registered Plan holds the EMS, if applicable, I alone will be responsible for ensuring that the EMS remains a qualified investment and not a prohibited investment for my Registered Plan and I shall inform Computershare if the EMS ceases to be a qualified investment or becomes a prohibited investment for my Registered Plan.
  - h. Computershare is not responsible for determining the fair market value ("FMV") of the EMS at the time of the Acquisition or thereafter. However, Computershare may record and may from time to time revise its recording of the FMV (or a value that it believes may be the FMV) of the EMS in its records, and may report such values to me, to any taxation or regulatory authorities, or to any advisor or third party that I may authorize.
  - i. If the Acquisition requires the execution by Computershare of any subscription agreement, shareholders agreement and/or other documentation of the Issuer ("Documentation"), I certify I have reviewed or received independent advice on such Documentation, certify that same are in good form for execution, including my status for the purposes of the reliance by the Issuer of the EMS on any applicable prospectus exemption, and direct Computershare to execute same.
  - j. Computershare may in its sole discretion refuse any instruction to acquire, or to continue to hold, any EMS in my Account and may cause the EMS to be removed from my Account. I agree to provide Computershare with any information it may require in connection with any EMS, including for compliance with securities legislation.
  - k. If my instructions to Computershare to settle the Acquisition do not include express terms to the contrary, I acknowledge that delivery to Computershare of the acquired EMS, including the delivery of any certificate or other document representing or confirming the ownership of the EMS, is the responsibility of the vendor and/or myself and not of Computershare. If my Account is a Registered Plan, and if Computershare has paid for such EMS from my Account but has not received adequate evidence or confirmation of the ownership of the EMS in my Account within 60 days of the purported acquisition, it may treat such paid funds as being de-registered from my Account, and I acknowledge the adverse tax consequences that would follow.
  - l. Computershare is not responsible for monitoring the EMS, including whether payment of any interest, dividend or other distribution, or any corporate action, by the Issuer relevant to the EMS has been announced or declared or has occurred. Further, Computershare's only responsibility relating to any distribution is to deposit any payment or security that it receives into my Account. Computershare will not be responsible for investigating, pursuing or enforcing any such payment obligation of an Issuer, or for confirming the correctness of any amount received, unless I specifically instruct it and provide it with such funding and/or indemnification as it may require for such purpose.
3. It is my responsibility to deal with all matters relevant to the investments in my Account, at the time of any Acquisition and thereafter, including the value, terms and conditions of the EMS, the creditworthiness of the Issuer, the nature and outlook for its business, the quality of its management and all other relevant considerations, including the suitability of the investment in the EMS by my Account having regard to my financial circumstances and financial goals. Computershare is not in the business of providing investment advice, has provided me with no such advice, and is not responsible for any decision I may make as to an Acquisition or the retention of any investment in my Account.
4. Computershare reserves the right to have any EMS in my Account, or that is subject to my instruction or any transaction in my Account, reviewed by its solicitors, and the costs of such review will be paid by me or from my Account.
5. For a listing of Computershare's fees regarding my Account, I can refer to its fee schedule, located at [www.computershare.com/privatecapitalsolutions](http://www.computershare.com/privatecapitalsolutions) or it is available upon request.

### 5. CLIENT AUTHORIZATION

I hereby authorize Computershare to provide to the Issuer all requested financial information pertaining to this transaction. I confirm the above instructions and agree to the Terms and Conditions above.

Client's Signature	Year	Month	Day
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Deliver form to: Computershare Trust Company of Canada, Attn: Private Capital Solutions  
2<sup>nd</sup> Floor, 510 Burrard St., Vancouver, BC V6C 3B9  
Fax: (604) 661-9401  
Email: [PCSprocessing@computershare.com](mailto:PCSprocessing@computershare.com)

#### Privacy Notice

Computershare is committed to protecting your personal information. In the course of providing services to you and our corporate clients, we receive non-public personal information about you – from transactions we perform for you, forms you send us, other communications we have with you or your representatives, etc. This information could include your name, address, social insurance number, securities holdings and other financial information. We use this to administer your account, to better serve you and our clients' needs and for other lawful purposes relating to our services. Computershare may transfer personal information to other companies in or outside of Canada that provide data processing and storage or other support in order to facilitate the services it provides. We have prepared a Privacy Code to tell you more about our information practices, how your privacy is protected and how to contact our Chief Privacy Officer. It is available at our website, [www.computershare.com](http://www.computershare.com), or by writing us at 100 University Avenue, Toronto, Ontario, M5J 2Y1. Computershare will use the information you are providing in order to process your request and will treat your signature(s) as your consent to us so doing.