

HISTORICAL MARKET DATA PRODUCTS – AD HOC PURCHASES ORDER FORM

Product	(\$CDN)	Quantity/Date Range Ordered	Total (\$CDN)
CORPORATE REFERENCE DATA			
Listed Co. Contact Report (Toronto Stock Exch.)	380.00		
Listed Co. Contact Report (TSX Venture Exch.)	380.00		
Quoted Market Value (Toronto Stock Exch.)	170.00		
Quoted Market Value (TSX Venture Exch.)	170.00		
TSX Issue Terms and Conditions	200.00		
TSX Security Master (TSX file and TSXV file)	280.00		
MX Options & Futures Security Master	270.00		
CORPORATE ACTIONS DATA			
Dividends File By Ex-Date, daily	25.00		
Dividends File By Declaration Date, daily	25.00		
Dividends File By Ex-Date, monthly	280.00		
Dividends File By Declar. Date, monthly	280.00		
Earnings Data File, daily file	22.00		
Earnings Data File, monthly file	280.00		
New Financings (Toronto Stock Exch.), monthly file	200.00		
New Financings (TSX Venture Exch.), monthly file	200.00		
HISTORICAL TRADING DATA			
Anonymous Trading Summary	890.00		
Attributed Trading Summary, monthly file	890.00		
Broker Block Summary, monthly file	370.00		
Broker Trading Summary, monthly file	135.00		
Consolidated Short Position Report	50.00		
Trades & Quotes, Toronto Stock Exch., daily file	110.00		
Trades & Quotes, TSX Venture Exch., daily file	110.00		
Trading Summary, Toronto Stock Exch, daily file	40.00		
Trading Summary, Toronto Stock Exch, mthly file	140.00		
Trading Summary, TSX Venture Exch, daily file	20.00		
ELECTRONIC PUBLICATIONS			
TSX Fact Book	80.00		
OTHER			
		(Minimum order \$135.00*)	Subtotal
		(leave blank – to be filled in by TMX Datalinx)	Taxes (if applicable)
		(leave blank – to be filled in by TMX Datalinx)	TOTAL

* **NOTE:** Prices effective January 1, 2010. Except for individual TSX Fact Book orders at \$80.00, minimum order is \$135.00.

Ad hoc purchases refer to one-time (non-subscription) purchases of products to be delivered once, not on an ongoing basis, and that are not subject to a departmental license.

If you have any questions, call TMX Datalinx (514) 871-3517 or email marketdata@tmx.com

Name: _____ Company: _____

Address: _____

City: _____ Province/State: _____

Postal Code/Zip Code _____

Phone # _____ Fax # _____

Email Address for product delivery: _____

Note: Pre-payment via credit card is required for ad hoc requests.

Credit Card # _____ Expiry Date: _____

MasterCard Visa American Express

With the purchase of the products ordered, customer agrees to abide by the terms and conditions set forth on page 3.

Signature: _____ Date: _____

To Order, return this form:
By Email: **Scan and email to**
marketdata@tmx.com
By Fax: **(514) 871-3559**

By Mail: **TMX Datalinx Subscriber Services & Sales,**
Exchange Tower, P.O. Box 61,
800 Victoria Square,
Montreal, Quebec H4Z 1A9

Terms and Conditions

1. DEFINITIONS: In this Agreement,

“**Agreement**” means the Order Form, these Terms and Conditions and all Schedules attached to or which reference this Agreement, each as amended from time to time in accordance with the terms of this Agreement.

“**Customer**” means the customer identified in the Order Form and each of its wholly owned subsidiaries.

“**Authorized User**” means the Customer employee(s) or contractor(s) licensed to use the Market Data as provided in Section 3 hereof.

“**Market Data**” means the set of historical market data described in the Order Form, compiled from the Trading Databases, and provided to Customer directly or indirectly by TSX, whether transmitted to Customer by Internet or other electronic means of transmission, or provided in electronic form on a CD-ROM, diskette or other device, or in the form of a printed publication, or any other media now or hereafter known.

“**Trading Databases**” means a collection of databases owned and maintained by TSX and/or its affiliates containing information with respect to the trading of securities listed on exchanges owned by TSX and/or its affiliates and other information concerning financial instruments obtained by TSX from third parties, and includes file formats and proprietary software developed by TSX to collect and manage Market Data.

“**TSX**” means TSX Inc.

2. OWNERSHIP

- (a) Customer understands and acknowledges that TSX and/or its affiliates and third party suppliers has proprietary and other *sui generis* rights and interests in the Trading Databases and the Market Data and that same are not in the public domain. Any Market Data provided to Customer directly or indirectly by TSX pursuant to this Agreement has been derived from the Trading Databases which are copyrighted by TSX and/or its affiliates.
- (b) Customer acknowledges and agrees that TSX, its affiliates and third party suppliers retain all right, title and interest in the Market Data and Trading Databases. Customer obtains no right, title or interest in the Market Data other than as expressly set forth in this Agreement. Customer agrees not to claim rights in the Market Data or Trading Databases.

3. LICENSE

- (a) Subject to the terms and conditions of this Agreement, TSX grants to the Authorized User(s) appointed by Customer a personal, non-exclusive, non-transferable license (the “License”) for the term of this Agreement to use the Market Data, solely for Customer’s own internal business purposes.
- (b) Without limiting the generality of the foregoing and provided the applicable license fees have been paid by Customer, Authorized User may:
 - (i) Store the Market Data in one or more Customer databases accessible by Customer employees and contractors only;
 - (ii) Use and reproduce the Market Data for internal business purposes consistent with this Agreement, including interrogation, retrieval, analysis, manipulation, recompilation, and report preparation;
 - (iii) Use and reproduce the Market Data for Customer’s own business applications, information, reports, presentations, analytics, formulae, graphs, algorithms and other uses and publications which incorporate, utilize or display Market Data;
 - (iv) Subject to the use of proper TSX copyright and other notices specified in subsection 3(d), provide excerpts from the Market Data, in any medium or format (including orally, in writing, electronically or otherwise) to Customer’s own clients as part of a report.
- (c) Except as specifically permitted by this Agreement, neither Authorized User nor Customer may:
 - (i) Reproduce or redistribute unprocessed/raw data portions of the Market Data to any third party, or otherwise engage in the systematic retransmission or commercialization of the Market Data;
 - (ii) Distribute the Market Data in any form of service for which end users pay periodic or usage based fees for access to the Market Data;
 - (iii) Authorize end users to do anything that Customer is not permitted to do under this Agreement; or
 - (iv) Use the Market Data in any manner other than as expressly permitted by this Agreement.
- (d) In using the Market Data in its reports, Customer shall cause each screen display (if the report is in electronic form) and each copy transferred to an end user to bear TSX’s proprietary and copyright notice, with the appropriate year, as set forth below:

4. INDEMNITY

Customer shall indemnify, and hold harmless and defend TSX and its affiliates and third party suppliers and their respective officers, directors, employees and agents, against any loss, cost, liability and expense, including reasonable legal fees, from any claim by any third party arising from Customer’s use or distribution of the Market Data.

5. LIMITATION OF LIABILITY

MARKET DATA IS PROVIDED ON AN “AS IS” BASIS, WITHOUT ANY WARRANTIES, REPRESENTATIONS OR CONDITIONS, EXPRESS OR IMPLIED, WITH RESPECT TO THE MARKET DATA, ITS ACCURACY OR RELIABILITY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THOSE ARISING BY LAW, STATUTE, USAGE OF TRADE OR COURSE OF DEALING.

TSX does not guarantee the timeliness, sequence, accuracy or completeness of the Market Data. TSX will not be liable in any way to Customer or to any other person for any loss or damage arising from or occasioned by (a) any inaccuracy, error, delay or interruption in, or omission of any Market Data, or (b) the transmission or delivery of any Market Data or (c) non-performance, whether due to any negligent act or omission by TSX, “force majeure” or any other cause. TSX’s sole obligation and Customer’s sole remedy will be TSX’s exercise of reasonable efforts to correct any malfunction and to deliver the Market Data in a timely manner.

THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE OF THE MARKET DATA IS ASSUMED BY CUSTOMER. NEITHER TSX NOR ITS AFFILIATES, SUPPLIERS, AGENTS, OFFICERS OR DIRECTORS SHALL HAVE ANY LIABILITY TO CUSTOMER OR TO ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, FAILURE TO REALIZE ANTICIPATED PROFITS OR SAVINGS, LOST OR DAMAGED DATA, OR OTHER COMMERCIAL OR ECONOMIC LOSS, EVEN IF TSX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORESEEABLE. THE TSX’S MAXIMUM AGGREGATE LIABILITY AND THAT OF ITS AFFILIATES, SUPPLIERS, AGENTS, OFFICERS AND DIRECTORS TO CUSTOMER SHALL NOT EXCEED THE AMOUNT PAID BY CUSTOMER FOR THE MARKET DATA.

THE LIMITATIONS IN THIS SECTION SHALL APPLY WHETHER OR NOT THE ALLEGED BREACH, DEFAULT, NONPERFORMANCE OR FAILURE IS A BREACH OF A FUNDAMENTAL CONDITION OR TERM, OR A FUNDAMENTAL BREACH.

6. FORCE MAJEURE

Neither party shall be liable for delay or failure in performance resulting from causes beyond its reasonable control, including, but not limited to Acts of God, acts of war, fire, flood, or other disaster, act of government, strike, lockout, communication line or power failures.

7. GENERAL

This Agreement is the entire agreement between the parties with respect to the Market Data and supersedes any other agreement, communication or discussion, oral or written. No provision of this Agreement may be changed except by a written amendment or waiver signed by TSX. No provision of this Agreement may be waived except in writing signed by the party giving the waiver. Customer may not assign this Agreement, in whole or in part, without the written consent of TSX. TSX may assign its rights and obligations hereunder at any time without the prior written consent of the Customer. This Agreement shall be interpreted in accordance with and governed by the laws of the Province of Ontario and the laws of Canada applicable therein. If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be severed from the Agreement and the other provisions shall remain in full force and effect.

8. FEES

- (a) Customer shall pay to TSX the fees set forth as attached. TSX reserves the right to change or alter any pricing structures at any time upon thirty (30) days notice to the Customer and the Customer agrees to pay such other amount as may be specified.
- (b) Fees are due and payable within thirty (30) days of the date of invoice. After thirty (30) days, the amount of the invoice shall be subject to interest at the rate of one and one half percent (1.5%) per month on any portion thereof from the date of the invoice until payment is received in full.

9. TERMINATION

This agreement shall continue in force and effect until terminated in accordance with this Section 9. TSX may terminate this agreement upon thirty (30) days’ written notice to Customer in the event that Customer is in breach of any provision of this agreement and such breach has not been cured by Customer within the thirty (30) day notice period. Sections 2,4,5,7 and 8 of this agreement shall survive any termination of this agreement.