

Electronic Account Information Services: Terms and Conditions

Important: Please read this Electronic Services Agreement ("Agreement") before using Burkett Asset Management Limited's website to access your Burkett Asset Management account(s) online. Your use of the Services (as defined below) will indicate that you have read this Agreement and accept and agree to be bound by the terms and conditions herein. If you do not agree to be bound by or comply with this Agreement, do not access or use the Services.

Services – In consideration of Burkett Asset Management Limited ("Burkett Asset Management") granting me use of Burkett Asset Management's Electronic Services ("Services"), I agree with Burkett Asset Management that the terms and conditions in this Electronic Account Information Services Agreement ("Agreement") will govern my use of the Services. The Services include electronic online access to my Burkett Asset Management account information through the Burkett Asset Management website as well as other information relating to my account(s) that Burkett Asset Management may make available.

Terms of Access – My use of the Burkett Asset Management website to access the Services is governed by this Agreement and the Terms of Use of the Burkett Asset Management website. By using any of the Services or by clicking the "I agree" button below, I agree that I accept and agree to be bound by the terms and conditions in this Agreement as amended from time to time in accordance with this Agreement. Burkett Asset Management may change the terms and conditions in this Agreement at any time and from time to time in its sole discretion without notice by updating this Agreement on its website. Any changes, modifications or additions to, or deletions from, this Agreement shall be effective upon posting on the Burkett Asset Management website. My use of the Services after any such updating will indicate that I agree to the changes that are made to this Agreement.

Responsibilities of Access – I shall be the only authorized user of the Services under this Agreement and shall only use the Services for my personal, non-commercial purposes. I understand Burkett Asset Management will assign me a login name and temporary password (the "Passwords") to access the Services. I shall be solely responsible for the confidentiality, security and use of my Passwords. I will not disclose my Passwords to any other person and will keep them separate from any other information which I will receive or which I already possess concerning the Services and take every reasonable precaution to keep them confidential. I agree to immediately notify Burkett Asset Management when I suspect that my Passwords may have become known to any other individual, or otherwise lost, stolen or wrongfully accessed. Burkett Asset Management shall not be responsible for the unauthorized use of the Services by any other person using my Passwords. I understand that I shall be solely responsible for the monitoring of my account, and the use of any data, information or services obtained using my Passwords.

Abuse of Access – I will not use the Services for any illegal or fraudulent purposes or take any steps which could undermine the security or integrity of the Services. I will not attempt to enter restricted areas of Burkett Asset Management's computer system or the computer systems of any entity related to or affiliated with Burkett Asset Management or to perform functions in respect of such computer systems that I am not authorized to perform pursuant to this Agreement. Burkett Asset Management may, in its absolute discretion,

without notice, suspend my access to the Services by deactivating my Passwords for any reason if Burkett Asset Management suspects that I am using the Passwords to obtain unauthorized access to other systems or information, or in any other manner not specifically permitted by this Agreement. Any suspension will be for such period of time as Burkett Asset Management determines in its sole discretion to be necessary to permit the thorough investigation of such use. Burkett Asset Management may terminate this Agreement immediately without notice if it determines in its sole discretion that I have undertaken unauthorized activity or Burkett Asset Management's concerns with the use of my access to the Services cannot be reasonably explained.

Confidentiality – I acknowledge that all information available through access to the Services, including but not limited to the databases thereon, and the selection, co-ordination, and arrangement of the contents thereof (collectively, the “Confidential Information”), is confidential and proprietary to Burkett Asset Management. I agree to keep such Confidential Information confidential and to utilize such Confidential Information solely for my own trading activities.

Limitation of Liability & Disclaimer of Warranties – I understand that Burkett Asset Management will not be responsible for the accuracy, completeness, timeliness or use of any information received by me through the Services and that Burkett Asset Management does not make any warranty or representation whatsoever concerning such information or the Services.

I agree that under no circumstances shall Burkett Asset Management, its directors, officers, employees and agents have any liability for any loss, cost, damages or inconveniences incurred by me or by another person as a result of my use of the Services or where I am unable to access or use the Services, for any reason or any period of time, even where as a result of the negligence of Burkett Asset Management or its directors, officers, employees and agents.

I agree, at my own expense, to indemnify, defend and hold harmless Burkett Asset Management, its directors, officers, employees and agents and each of them (“Burkett Asset Management Indemnities”) against any claims, demands, suits, liabilities, losses, damages, costs and expenses (including lawyer’s fees and disbursements as between solicitor and own client) suffered or incurred by them arising from, connected with, or relating to this Agreement, the Services, my access to or use of the Services, the unauthorized use of my Passwords, my breach of this Agreement, or any wrongful conduct by me or any person for whom I am responsible under this Agreement or at law. I agree to assist and co-operate as fully as reasonably required by Burkett Asset Management in the defense of any such claim or other proceeding.

Amendment and Termination - I understand that Burkett Asset Management may modify any or all of the Services at any time in its sole discretion and the Services may periodically be unavailable to me in order to allow for maintenance and updates. Burkett Asset Management may terminate the provision of any of the Services in their entirety by providing notice to me via mail, telephone, email, fax or website posting.

This Agreement is in addition to and not in substitution for any other present or future agreement between Burkett Asset Management and me, including any agreement relating to my Burkett Asset Management Account(s) or the Services or the Terms of Use of Burkett Asset Management's website. If there is a conflict or inconsistency between this Agreement and other agreements I have with Burkett Asset Management (a) this Agreement will prevail regarding my access to my account information on the Burkett Asset Management website, and (b) the agreement regarding my accounts generally will prevail regarding all other matters.

Burkett Asset Management Limited is committed to protecting its clients' privacy and the confidentiality of their personal information in our possession. We have taken several measures in order to fulfil these commitments. Please refer to our Privacy Policy for more details.

This Agreement shall be governed by the laws of British Columbia and the applicable Federal laws of Canada applicable thereto.