



**TRADELOGIQ MARKETS INC.
SUBSCRIBER AGREEMENT**

2025 10 01

SUBSCRIBER AGREEMENT

THIS SUBSCRIBER AGREEMENT is made as of the date set out on the signature page hereof by and between **Tradelogiq Markets Inc.** (“**Tradelogiq**” or “**TMI**”) and _____ (“**Subscriber**”).

1. DEFINITIONS AND INTERPRETATION

1.1 Capitalized terms have the respective meanings set out below.

“**Agreement**” means this Subscriber Agreement (including all Omega and Lynx documents referred to herein).

“**Business Day**” means any day Omega or Lynx is scheduled to be open for trading.

“**CIRO**” means the Canadian Investment Regulatory Organization.

“**CDS**” means CDS Clearing and Depository Services Inc. (including its successors and assigns).

“**CDS Marketplace Trade Procedures**” means the reporting requirements for marketplace trades in the manner required by CDS from time to time.

“**Clearing Party**” means a carrying broker, custodian or other institution that is a CDS participant in respect of equity and other securities.

“**Fees**” means all applicable fees as set forth in the Omega and Lynx fee schedules posted on the Website (which include fees and rebates), as in effect and amended from time to time, and all applicable taxes as well as any and all other amounts payable in connection with the Agreement.

“**Lynx**” means Lynx ATS™ (also referred to as Lynx Periodic Match™).

“**NI 23-101**” means National Instrument 23-101 *Trading Rules*.

“**NI 23-103**” means National Instrument 23-103 *Electronic Trading and Direct Electronic Access to Marketplaces*.

“**Omega**” means Omega ATS™.

“**Omega/Lynx Trading Data**” has the meaning set out in subsection 7.1.

“**OMS/EMS**” has the meaning set out in in subsection 2.2.

“**Regulatory Requirements**” means any applicable laws in Canada and any applicable rules, regulations, policies, orders or interpretive notices (such as found in or in support of UMIR, NI 23-101 and NI 23-103) of the Canadian securities regulatory authorities and CIRO.

“**UMIR**” means the Universal Market Integrity Rules.

“**Website**” means www.tradelogiq.com or any successor site.

2. SUBSCRIBER ACCESS TO OMEGA AND LYNX

- 2.1 Tradelogiq operates two electronic marketplaces for trading in listed Canadian securities: Omega and Lynx. Subject to filing for and receiving regulatory approval, Omega and Lynx may also offer trading in foreign exchange-traded securities and unlisted securities. Tradelogiq agrees to provide Subscriber with access to Omega and Lynx in accordance with the terms of this Agreement.
- 2.2 Subscriber is responsible for providing and maintaining all necessary electronic communications with Omega and Lynx, including wiring, computer hardware, software, communication line access, and networking devices, in accordance with the Tradelogiq FIX Interface Specifications (available on the Website). Regardless of whether Subscriber uses a proprietary or third-party order management system, execution management system or order-routing system (each an “**OMS/EMS**”), Subscriber is solely responsible for all orders submitted to Omega and Lynx through such OMS/EMS and agrees to accept and honour all orders submitted by such means, whether or not the orders are in error.

3. NATURE OF TRADING ON TMI'S MARKETPLACES

- 3.1 All orders input by Subscriber and all other subscribers on Omega and Lynx interact according to the matching methods on Omega and Lynx, which are embedded into Tradelogiq's system. The Trading Functionality Guide, which describes these matching methods, is available on the Website.
- 3.2 All orders input by Subscriber and all other subscribers on Omega or Lynx are firm orders. Once Subscriber's buy or sell order matches another subscriber's sell or buy order on Omega or Lynx, then Subscriber and the other subscriber have a legally binding obligation to buy and sell the securities at the price and quantity agreed. Following the moment of trade execution, Subscriber and Subscriber's counterparty (and, if applicable, their respective Clearing Parties) may not modify any trade details (including, without limitation, details regarding symbol, price and quantity traded).
- 3.3 All Omega or Lynx trades are executed directly between subscribers (or in the case of crosses, one subscriber). Tradelogiq does not act as counterparty (whether as agent or as principal) to any Omega or Lynx trades and does not guarantee settlement.
- 3.4 Although Tradelogiq is registered as a dealer under securities legislation, it is a marketplace and therefore does not ensure best execution for subscribers. In operating Omega and Lynx, Tradelogiq will not provide advice with respect to, or recommend, trades in particular securities. Tradelogiq is not responsible for determining whether any trade Subscriber may execute on Omega or Lynx is suitable for it or any accounts on whose behalf it may be acting. If Tradelogiq permits executions of foreign exchange-traded securities on Omega or Lynx, such securities may not be listed on an exchange in Canada and may not be securities of a reporting issuer in Canada. As a result, there is no assurance that information concerning the issuers of such securities is available or, if the information is available, that it meets Canadian disclosure requirements. By signing this Agreement, Subscriber acknowledges the disclosures in this subsection 3.4.

4. SETTLEMENT PROCEDURES

- 4.1 Subscriber must settle all of its Omega and/or Lynx trades either by: (i) self-clearing as a participant of CDS) in respect of equity and other securities; or (ii) maintaining a clearing and settlement arrangement with a Clearing Party. Subscriber will notify Tradelogiq from time to time, through Tradelogiq's approved form, as to its settlement arrangements.

- 4.2 Subscriber acknowledges and agrees that all Omega and/or Lynx trades will be submitted to CDS in accordance with the CDS Marketplace Trade Procedures. Subscriber and, if applicable, Subscriber's Clearing Party are irrevocably authorized and directed to clear and settle all trades on Omega and/or Lynx by way of the CDS Marketplace Trade Procedures upon receipt of notification from Tradelogiq as to Subscriber's execution of a trade on Omega and/or Lynx, and Subscriber irrevocably authorizes Tradelogiq to report such trade by way of the CDS Marketplace Trade Procedures.
- 4.3 This Section 4 shall survive any termination of this Agreement, including any temporary or permanent revocation of access to Omega and Lynx.

5. SUBSCRIBER OBLIGATIONS

- 5.1 As required under NI 23-101, Tradelogiq has retained CIRO to set the requirements governing Omega and Lynx and their subscribers, which are those provisions of UMIR, together with all UMIR-associated Policies and Notices, such as Rules Notices, Guidance Notices, and Marketplace Notices issued by CIRO from time to time as are applicable to "Participants". Subscriber (i) agrees that it will conduct its trading activities on Omega and Lynx in compliance with UMIR, NI 23-101, and NI 23-103, (ii) acknowledges that CIRO will monitor its conduct in respect of Omega and Lynx and enforce UMIR and the other requirements of NI 23-101 and NI 23-103, and (iii) agrees to comply with all orders or directions made by CIRO in its capacity as a regulation services provider, including orders excluding Subscriber from trading on any Canadian marketplace.
- 5.2 Subscriber will not trade on, or otherwise use, Omega and/or Lynx in contravention of Regulatory Requirements. Subscriber agrees to conduct its trading activities on Omega and Lynx in compliance with all Regulatory Requirements. The Regulatory Requirements are subject to change from time to time. Subscriber is encouraged to speak to its advisers for appropriate legal and compliance guidance.
- 5.3 Subscriber agrees that all orders to sell securities that it submits to Omega and/or Lynx shall involve freely tradable securities that are not subject to prospectus requirements, "hold periods", or similar statutory or contractual resale restrictions. Subscriber agrees not to sell any securities on Omega and/or Lynx from a "control block" position unless it has been exempted from, or otherwise complies with, all Regulatory Requirements.
- 5.4 Subscriber acknowledges that short selling on Omega and/or Lynx is subject to certain Regulatory Requirements. Subscriber also acknowledges that it and, if applicable, its Clearing Party are responsible for covering Subscriber's short obligations on Omega and/or Lynx.
- 5.5 Subscriber acknowledges and agrees that all orders submitted by it to Omega and/or Lynx shall be subject to the Omega-specific or Lynx-specific policies and procedures described in Appendix "A" or otherwise published on the Website from time to time.
- 5.6 Good delivery shall be required of all securities traded by Subscriber.
- 5.7 Subscriber authorizes the OMS/EMS vendor (or, if applicable, Subscriber's proprietary OMS/EMS) designated by Subscriber to (subject to the terms of this Agreement including without limitation Section 3) transmit, enter, modify and cancel orders on Omega and/or Lynx on Subscriber's behalf. In the event Subscriber wishes to terminate its use of Omega and Lynx, it is Subscriber's and not Tradelogiq's responsibility to ensure Subscriber's designated OMS/EMS ceases to transmit orders to Omega and Lynx on Subscriber's behalf.

- 5.8 Upon Tradelogiq's notification to Subscriber, Subscriber shall supply Tradelogiq with all information required under this Agreement or pursuant to Regulatory Requirements. Subscriber understands that Tradelogiq may report such information to such regulatory authorities as Tradelogiq determines, acting reasonably, to be necessary.
- 5.9 Subscriber shall supply Tradelogiq with the information required on the Tradelogiq Subscriber Information Form. The information in Subscriber's completed form may be changed from time to time upon written notice to Tradelogiq.
- 5.10 Subscriber acknowledges that Tradelogiq has no control over the issuers of any securities, and that the value, liquidity and other characteristics of such securities are subject to change.

6. RESTRICTION OR TERMINATION OF TRADING ACCESS

- 6.1 Notwithstanding anything to the contrary provided in this Agreement, Tradelogiq, acting reasonably, may limit (including without limitation by imposing credit or unsettled transactions limits or by establishing a maximum transaction size) or terminate Subscriber's access to Omega and Lynx if Subscriber breaches any provision of this Agreement or the Tradelogiq connectivity agreement (or for credit-related or other bona fide reasons) upon notice to Subscriber. If terminated, Subscriber will not be permitted to enter orders into Omega and Lynx, and Tradelogiq shall have no further obligation or liability to Subscriber except as otherwise expressly provided in this Agreement. For greater certainty, if Subscriber's access to Omega and Lynx has been terminated, Subscriber's rights to and/or responsibilities for any executed but unsettled trades, other pre-termination obligations, and any provisions stated herein to survive termination shall remain unaffected.

7. DATA

- 7.1 Pre-trade order data and post-trade transaction data generated by subscriber trading activity on Omega and/or Lynx (collectively, "**Omega/Lynx Trading Data**") may be obtained on a real time basis through Tradelogiq or, if applicable, the services of the information processors and/or information vendors listed on the Website. In addition to any terms or conditions separately agreed with such third party or with Tradelogiq, Subscriber acknowledges and agrees that Subscriber's receipt and use of Omega/Lynx Trading Data shall be subject to the Tradelogiq Standard Terms and Conditions for Market Data, available on the Website.
- 7.2 Except as may be expressly permitted by Tradelogiq, Subscriber shall not use, retransmit, disseminate, sell, rent, distribute, publish, broadcast, circulate or commercially exploit Omega/Lynx Trading Data. All Omega/Lynx Trading Data is protected by copyright and, except as may be expressly permitted by Tradelogiq, all intellectual property rights therein are reserved.
- 7.3 NEITHER TRADELOGIQ NOR ANY AFFILIATE MAKES ANY WARRANTY, REPRESENTATION OR GUARANTEE AS TO THE SEQUENCE, ACCURACY, COMPLETENESS OR TIMELINESS OF OMEGA AND/OR LYNX TRADING DATA. WITHOUT LIMITING THE FOREGOING, ALL EXPRESS OR IMPLIED, DIRECT OR INDIRECT, REPRESENTATIONS, WARRANTIES AND CONDITIONS IN RESPECT OF OMEGA AND/OR LYNX TRADING DATA ARISING OR IMPLIED BY STATUTE, COMMON LAW, CUSTOM, USAGE OF TRADE, COURSE OF PERFORMANCE, COURSE OF DEALING OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY REPRESENTATIONS OR WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED.

- 7.4 Tradelogiq and its affiliates may, in Tradelogiq's sole discretion, resell, distribute, market or license any or all Omega/Lynx Trading Data to any other person, or otherwise use any or all such data as it or its affiliates see fit; provided, however, that neither Tradelogiq nor its affiliates shall identify Subscriber in connection with any Omega/Lynx Trading Data (except (i) if Subscriber utilizes Omega and/or Lynx functionality that provides order and/or trade attribution to it, (ii) for reporting to CDS for clearing and settlement purposes, (iii) as required pursuant to Regulatory Requirements, (iv) for dispute resolution purposes with Subscriber, (v) to legal or accounting advisers on a confidential basis, or (vi) as otherwise expressly set forth in this Agreement); nor (except as contemplated in (i) through (vi) above) shall Tradelogiq or its affiliates resell, distribute, market or license Omega and/or Lynx Trading Data from which Subscriber's identity may reasonably be inferred.
- 7.5 Subscriber shall be entitled to indicate publicly that it is an Omega and/or Lynx subscriber from time to time.

8. INSOLVENCY, REGULATORY AND OTHER MATERIAL EVENTS

- 8.1 An "**Insolvency/Regulatory/Material Event**" occurs in respect of Subscriber when: (i) it becomes or is deemed to be insolvent or an insolvent person within the meaning of applicable bankruptcy or insolvency laws, (ii) it makes an assignment for the general benefit of creditors or makes an assignment in bankruptcy or files a proposal under applicable bankruptcy or insolvency laws, (iii) a petition in bankruptcy is filed against it and the petition is not dismissed, stayed or withdrawn within 30 days after the filing of the petition, or if a receiving order in bankruptcy is made against it, (iv) any proceedings shall be commenced or steps taken by or against it for any relief under any applicable bankruptcy or insolvency laws (collectively, "**Insolvency Legislation**"), or for the appointment of a custodian, receiver, receiver and manager or any other official with similar powers with respect to its assets and liabilities, (v) it commits or threatens to commit any act of bankruptcy, (vi) it ceases or threatens to cease to carry on business, (vii) it takes steps or steps are taken by anyone to wind up or terminate its corporate or other existence, (viii) its property or any material part thereof is seized or otherwise attached by its creditors pursuant to any legal process, the enforcement of a secured claim or otherwise or if a distress, execution or any similar process is levied or enforced against it and the same is not released, bonded, satisfied, discharged, vacated or stayed within the shorter of a period of 30 days or such period as would permit the property or any part thereof to be sold thereunder, (ix) there occurs a material change in its business or affairs or there is a suit or other proceeding brought against it which in each case, either individually or in combination, is reasonably likely to result in its inability to complete and satisfy its obligations under this Agreement, and/or (x) if any proceeding is reasonably likely to be commenced or steps are taken by or against it by any stock exchange, securities commission, regulatory or self-regulatory organization, financial regulator, or contingency organization or fund having jurisdiction over it, which proceedings relate to the appointment of a receiver, receiver and manager, monitor, auditor to supervise and/or regulate or any other like matter.
- 8.2 Subscriber shall notify Tradelogiq promptly of any Insolvency/Regulatory/Material Event applicable to it.
- 8.3 Upon the occurrence of an Insolvency/Regulatory/Material Event applicable to Subscriber, Tradelogiq may terminate this Agreement, in which event Subscriber's rights to and/or responsibilities for any executed but unsettled trades, other pre-termination obligations, and any provisions stated herein to survive termination shall remain unaffected.

8.4 Subscriber agrees that if it commences any proceeding under any Insolvency Legislation, it will not seek to stay any right of Tradelogiq to terminate this Agreement or prevent Tradelogiq or any counterparty to an Omega and/or Lynx trade from recovering damages for losses incurred, including but not limited to the setting-off of losses against amounts owing. This Agreement and each transaction entered into on Omega and/or Lynx is intended to be an “eligible financial contract” or similar contract within the meaning of the *Companies’ Creditors Arrangement Act* (Canada) and other Insolvency Legislation using this or similar terms, for the purposes of ensuring that Tradelogiq, or Omega and/or Lynx counterparties with whom Subscriber has unsettled trades, can utilize the remedy of set-off of mutual unsettled obligations outstanding in respect of its activities on Omega and/or Lynx. This subsection 8.4 shall survive any termination of this Agreement.

9. SETTLEMENT OF DISPUTES

9.1 In the event of any dispute arising between Subscriber and Tradelogiq which has not been resolved, such dispute shall at the request of Subscriber or Tradelogiq be submitted for a decision to three arbitrators, who shall be qualified and independent of the parties to the dispute, selected as hereinafter provided, and the decision of the majority of such arbitrators shall be final and binding on all parties. In addition, the electronic records of Omega and/or Lynx will govern in the event that facts relating to any of Subscriber’s orders or transactions executed through Omega and/or Lynx are disputed, unless there is clear proof of an error in such electronic records of orders or transactions. The procedure for the nomination of arbitrators shall be as follows:

- (a) The party requesting the arbitration shall deliver to the other party a written memorandum, stating in a summary way the matter in dispute and the redress the party claims, and naming an arbitrator.
- (b) The other party shall, within five Business Days after receipt of such memorandum, file with the other a written memorandum containing its statement of the matter in dispute and naming an arbitrator.
- (c) A copy of all memoranda so filed shall be forwarded to the two arbitrators named, and they shall proceed promptly and if at all possible within ten Business Days after receipt of such memoranda to nominate a third arbitrator.
- (d) If any party fails to name an arbitrator or if the two arbitrators fail to name a third arbitrator, then either party may apply to the Ontario courts to name an arbitrator.

9.2 The three arbitrators shall forthwith give written notice to the parties of the time and place of their first sitting, which shall be held promptly and if at all possible within ten Business Days after the appointment of the third arbitrator, and shall require them to be present and to produce any records, books, documents or papers respecting the matter at issue, and at such time and place, or at any other time and place to which they shall give written notice to the parties, the arbitrators shall hear the parties, shall make such inquiries and receive such evidence as they may deem necessary, and shall decide the subject matter in dispute and fix the costs of the arbitration and shall make their award and forward the same in writing to all the parties concerned. The arbitrators shall be instructed that time is of the essence and requested to make their judgment as soon as possible and if at all possible within ten Business Days of the completion of the hearing.

9.3 The *Arbitration Act, 1991* (Ontario) shall apply to the arbitration. The arbitration shall take place in Toronto, Ontario, shall be governed in all respects by the substantive law of Ontario (and the federal laws of Canada applicable therein), and shall be kept confidential (both to its existence and all proceedings and documents related thereto) except as required by applicable law

(including disclosure and reporting obligations attendant on public companies) or self-regulatory organization requirements or for enforcement purposes.

- 9.4 Any dispute may at Tradelogiq's option be carried on simultaneously and as part of the same proceeding with the counterparty to the Omega and/or Lynx trade in order to reduce the risk of inconsistent judgements and/or decisions. In such event, such counterparty shall be entitled to select the second arbitrator provided that it does so within the time periods allotted, failing which Tradelogiq may do so, and in such case all time periods shall be extended by five Business Days, and all parties thereto shall be obliged to provide a written memorandum. Even if Tradelogiq is not a party to any dispute, Tradelogiq shall be entitled, but not required, to be present and state its position.
- 9.5 The award shall bear interest from the date of the award at 12% per annum payable and calculated monthly and shall bear pre-award interest as determined by the arbitrators.
- 9.6 The award may be enforced in court.
- 9.7 The award of such arbitration shall be final and not subject to review or appeal and shall be binding upon all parties concerned. This Section 9 shall survive any termination of this Agreement and shall be without prejudice to any other rights or remedies expressly provided for in this Agreement.

10. REPRESENTATIONS AND WARRANTIES OF TRADELOGIQ

- 10.1 Tradelogiq represents and warrants as follows, and acknowledges that Subscriber is relying upon such representations and warranties in entering into this Agreement:
- (a) Due Organization. Tradelogiq is validly existing and in good standing under the laws of the jurisdiction of its formation and has all necessary corporate power and authority to carry on its business as currently conducted.
 - (b) Due Authorization, etc. Tradelogiq has the necessary corporate power and authority to execute this Agreement and to perform its obligations hereunder. The execution of this Agreement by Tradelogiq and the performance of its obligations hereunder have been duly authorized by all necessary corporate action on Tradelogiq's part.
 - (c) Enforceability. This Agreement constitutes a legal, valid and binding obligation of Tradelogiq enforceable in accordance with its terms, subject to general equitable principles and laws of general application affecting creditors' rights.
 - (d) No Conflict. The execution of this Agreement, the consummation of the transactions contemplated herein, the performance by Tradelogiq of its obligations hereunder and the compliance by Tradelogiq with this Agreement do not violate, contravene or breach, or constitute a default under, its organizational documents.
 - (e) Non-Infringement. To Tradelogiq's knowledge, none of the execution of this Agreement by Tradelogiq nor the performance its obligations under this Agreement infringes, or constitutes an infringement or misappropriation of, any intellectual property rights of any third party in any material respect.
 - (f) Regulatory Consents. Tradelogiq has all necessary regulatory consents, permits and licences required by law or the rules of applicable regulatory or self-regulatory organizations to grant Subscriber access to Omega and/or Lynx in the manner contemplated in this Agreement.

10.2 The above representations and warranties in subsection 10.1 shall survive any termination of this Agreement.

11. REPRESENTATIONS AND WARRANTIES OF SUBSCRIBER

11.1 Subscriber represents and warrants as follows and acknowledges that Tradelogiq is relying upon such representations in entering into this Agreement:

- (a) Regulatory Status. Subscriber is a member in good standing of CIRO and is registered as an investment dealer with at least one Canadian provincial securities regulatory authority.
- (b) Settlement Capability. Subscriber either (i) is a CDS participant in respect of equity and other securities, or (ii) has a clearing arrangement with a Clearing Party, as required under Section 4 above.
- (c) Due Organization. Subscriber is duly organized, validly existing and in good standing under the laws of its jurisdiction of organization and has the necessary corporate or other power and authority to carry on its business as currently conducted.
- (d) Due Authorization, etc. Subscriber has the necessary corporate or other power and authority to execute this Agreement and to perform its obligations hereunder. The execution of this Agreement by Subscriber and the performance by Subscriber of its obligations under this Agreement have been duly authorized by all necessary corporate or other action on Subscriber's part. Such execution and performance by Subscriber do not require any action or consent of, any registration with, or notification to, any person, or any action or consent under any laws to which it is subject.
- (e) Title to Securities. Subscriber will at the time of settlement have, or be able to cause to be delivered, good and valid title to the securities that are subject to sale transactions by Subscriber on Omega and/or Lynx, free and clear of all mortgages, charges, pledges, security interests, adverse interests, encumbrances, claims or demands whatsoever, and all such securities shall, at the time of sale, be freely tradable under applicable securities law requirements.
- (f) Enforceability. This Agreement constitutes a legal, valid and binding obligation of Subscriber enforceable against Subscriber in accordance with its terms, subject to general equitable principles and laws of general application affecting creditors' rights.
- (g) Client Accounts Bound to Same Extent. Whenever Subscriber trades on Omega and/or Lynx on behalf of a client account, it will have full authority to do so and to legally bind the client account holder to any of Subscriber's obligations and limitations under this Agreement arising from Subscriber's Omega and/or Lynx activities undertaken on behalf of such account.
- (h) No Conflict. The execution of this Agreement, the consummation of the transactions contemplated herein, the performance by Subscriber of its obligations hereunder and the compliance by Subscriber with this Agreement do not violate, contravene or breach, or constitute a default under, Subscriber's organizational documents and do not violate, contravene or breach any laws to which Subscriber is subject, including the laws of any securities regulatory authority or other regulatory or self-regulatory organizations.
- (i) Residence. Subscriber is a resident of the jurisdiction set out on the execution page of this Agreement (or as amended by notice in writing to Tradelogiq from time to time).

11.2 The above representations and warranties in subsection 11.1 shall be deemed to be made anew by Subscriber each time it enters orders on Omega and/or Lynx. Subscriber also agrees to immediately notify Tradelogiq of any change to Subscriber's regulatory status, settlement capability or jurisdiction of residence described in paragraphs 11.1(a), (b) and (i) above and of any

other material representation above ceasing to be true and accurate at any time.

- 11.3 The above representations and warranties in subsection 11.1 shall survive any termination of this Agreement.

12. LIMITATIONS OF LIABILITY; INDEMNITY

- 12.1 Subscriber shall defend, indemnify and save Tradelogiq harmless of and from any loss, liability, claim, damage or expense (whether or not involving a third-party claim), including reasonable legal fees and disbursements (collectively, "**Damages**") suffered by, imposed upon or asserted against Tradelogiq or any Tradelogiq Indemnified Parties (as defined in subsection 12.5 below) as a result of, in respect of, connected with, or arising out of, under, or pursuant to any failure by Subscriber to perform or fulfill any of its obligations under this Agreement or any incorrectness in, or breach of, any representation or warranty given by Subscriber contained in this Agreement.
- 12.2 Neither Tradelogiq nor any Tradelogiq Indemnified Parties will in any event be liable for any Damages whatsoever arising to Subscriber (including, if applicable, any client accounts) from: (i) their good faith compliance with Regulatory Requirements; (ii) the tax, accounting, legal or other consequences of any Omega and/or Lynx transaction effected by Subscriber; or (iii) the suitability or unsuitability of any Omega and/or Lynx transaction effected by Subscriber.
- 12.3 Neither Tradelogiq nor any Tradelogiq Indemnified Parties shall be liable for any Damages arising from any failure of Omega and/or Lynx hardware or software except if and to the extent that such is caused by their gross negligence or wilful misconduct, for which Tradelogiq will, subject to subsections 2.2 and 12.2 above and subsection 12.4 below, be liable for up to (but in no event in excess of, in the aggregate) the net amount paid by Subscriber to Tradelogiq under this Agreement for the 12 calendar months immediately preceding the date of the failure in question.
- 12.4 IN NO CIRCUMSTANCES WILL TRADELOGIQ OR ANY TRADELOGIQ INDEMNIFIED PARTIES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF OPPORTUNITY AND LOSS OF USE) RESULTING FROM OR ARISING OUT OF THE PROVISION OF ACCESS TO OMEGA AND/OR LYNX OR ARISING OUT OF ANY FAILURE, BREACH OR NEGLIGENCE BY ANY OF THEM, REGARDLESS OF WHETHER SUCH DAMAGES COULD HAVE BEEN FORESEEN OR PREVENTED.
- 12.5 Tradelogiq will act as agent in holding the rights under this Section 12 for the Tradelogiq Indemnified Parties but shall be entitled to agree to amendments or modifications of the foregoing without their consent. For the purposes of this Section 12, "**Tradelogiq Indemnified Parties**" means Tradelogiq's shareholders, directors, officers, employees, contractors, service providers, partners, agents and representatives.
- 12.6 The provisions of this Section 12 shall survive any termination of this Agreement.

13. CONFIDENTIALITY

- 13.1 For the purposes of this Agreement, the term "**Confidential Information**" shall mean information about the disclosing party's (or any of its clients') business activities that is proprietary and confidential, which will include all business, financial, technical and other information of a party marked or designated as "confidential" or "proprietary," or information which, by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated as confidential.

Confidential Information will not include information that: (i) is in or enters the public domain without breach of this Agreement; (ii) the receiving party lawfully receives from a third party without restriction on disclosure and without breach of a non-disclosure obligation; or (iii) the receiving party knew on a non-confidential basis prior to receiving such information from the disclosing party or develops independently without reference to the Confidential Information received from the disclosing party.

- 13.2 Each party agrees: (i) that it will not disclose to any third party or use any Confidential Information disclosed to it by the other, except as provided in and for the purposes of this Agreement; and (ii) except as provided in this Agreement, that it will take reasonable measures to maintain the confidentiality of all Confidential Information of the other party in its possession or control.
- 13.3 Notwithstanding the foregoing, each party may disclose Confidential Information: (i) to the extent required by a court of competent jurisdiction or other governmental, securities regulatory authority or other regulatory or self-regulatory organization, or otherwise as required by law (including disclosure and reporting obligations attendant on public companies) or for compliance with regulatory or self-regulatory requirements; (ii) to its legal counsel or accountants as necessary in the ordinary course of its business; (iii) on a “need-to-know” basis under an obligation of confidentiality to its banks and other financing sources and their advisors; (iv) as provided for in this Agreement in the event of a dispute; (v) to third parties as required to execute, clear and settle Omega and/or Lynx trades; and (vi) as expressly provided for elsewhere in this Agreement.
- 13.4 This Section 13 shall survive any termination of the Agreement.

14. FEES

- 14.1 Tradelogiq and Subscriber agree to pay each other all applicable Fees. Tradelogiq’s Fees (which include both commission and rebate rates) are subject to change from time to time upon no less than five (5) Business Days’ notice provided through the Website. Subscriber shall be obliged to pay any applicable taxes on such Fees (excluding, for greater certainty, taxes on Tradelogiq’s capital or income).
- 14.2 Subscriber agrees to reimburse Tradelogiq for all CIRO market surveillance fees levied on Omega and/or Lynx that are directly attributable to Subscriber’s Omega and/or Lynx trading activity.
- 14.3 All commissions and other amounts owing from Subscriber to Tradelogiq, and all rebates and other amounts owing from Tradelogiq to Subscriber, on account of Subscriber’s activities on Omega and/or Lynx may, at Tradelogiq’s discretion, be netted against each other so that only one net amount shall be legally owing from Subscriber to Tradelogiq, or owing from Tradelogiq to Subscriber, as the case may be in accordance with the terms set out on monthly invoices provided by Tradelogiq to Subscriber.
- 14.4 This Section 14 (including Tradelogiq’s published Fees, as may be amended) shall survive any termination of this Agreement.

15. TERM AND TERMINATION

- 15.1 The term of this Agreement shall be indefinite, provided that it may be terminated by Subscriber or Tradelogiq at any time and for any reason upon thirty (30) days’ prior written notice, or as otherwise expressly provided in this Agreement, in which case Subscriber’s rights to and/or responsibilities for any executed but unsettled trades, other pre-termination obligations, and any

provisions stated herein to survive termination shall remain unaffected. Tradelogiq may also terminate this Agreement or suspend the operation of Omega and/or Lynx if the marketplace is unable to continue to operate due to third party actions or Tradelogiq concludes that Omega's and/or Lynx's system integrity has been compromised. Sections 4, 5, 7, 8.4, 9, 10, 11, 12, 13, 14 and 17 shall survive any termination of this Agreement, where applicable in respect of the period prior to such termination.

16. AMENDMENTS

16.1 Tradelogiq may make amendments to this Agreement by thirty (30) days' prior written notice to Subscriber (or such earlier notice period as provided in subsection 16.2 below) in which case any transaction entered into on or subsequent to the effective date of the amendment as set out in the notice shall constitute acceptance by Subscriber of the change as of such effective date. In addition, Tradelogiq may make amendments to any provision of this Agreement at any time by providing notice of such amendments to Subscriber if the amendment is required in order to conform with Regulatory Requirements or reasonably required by Tradelogiq as a result of changes therein or in the interpretation or application thereof, in which case any transaction entered into on or subsequent to the effective date of the amendment as set out in the notice shall constitute acceptance by Subscriber of the change as of the effective date set out in the notice. All material amendments made by Tradelogiq to the terms contained in this form of Agreement shall be made simultaneously to all Tradelogiq subscribers. **Tradelogiq, as a regulated marketplace pursuant to securities laws and regulations, may not offer terms that are unreasonably discriminatory between subscribers.**

16.2 Tradelogiq may make changes to the following items upon the following notice periods:

- (a) the Fees and related payment method – five (5) Business Days prior to such change; and
- (b) the Tradelogiq FIX Interface Specifications, and any other technical document published by Tradelogiq on the Website in respect of connecting to and trading on Omega or Lynx – ten (10) Business Days prior to such change;

provided however that any change to the documents referred to in 16.2(b) necessitated by a direction of CIRO or any applicable securities regulatory authority may be implemented on such shorter notice period as determined by such entity.

17. MISCELLANEOUS

17.1 **Interpretation.** In this Agreement, “hereto”, “herein”, “hereof”, “hereby”, “hereunder” and similar expressions refer to this Agreement (including, for greater certainty, the attached Appendices), and not to any particular Section, subsection or other portion thereof.

17.2 **Governing Law.** This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to conflicts of laws principles. Except as provided in Section 9, each party submits to the exclusive jurisdiction of the courts of the Province of Ontario (and appellate courts therefrom).

17.3 **Language.** The parties confirm their express wish that this Agreement, as well as all other documents related to it, including notices, shall be drawn up in the English language only, and declare themselves satisfied therewith. Les parties aux présentes confirment leur volonté expresse de voir la présente convention de même que tous les documents, y compris tous avis,

s'y rattachant, rédigés en langue anglaise seulement et s'en déclarent satisfaits. If Subscriber is a resident of or subject to the laws of Quebec, the parties agree that this Agreement and any other contract entered into in connection with it shall be effective only upon its execution by Tradelogiq outside of Quebec and that, accordingly, all such agreements shall be deemed to be entered into outside of Quebec.

17.4 **No Partnership.** Nothing contained in this Agreement shall make or constitute the parties as partners of the other. Neither Tradelogiq nor Subscriber shall owe any fiduciary duties to the other.

17.5 **Notices.** Any notice, direction or other communication (collectively, "**Notice**") given regarding the matters contemplated by this Agreement shall be in writing and shall be given by personal delivery, by courier service, by registered mail or by confirmed electronic form (including email) that is accessible by the addressee so as to be usable for subsequent reference and capable of being retained by the addressee, addressed as follows:

(a) to Tradelogiq at:

25 York Street
Suite 612
Toronto, Ontario M5J 2V5

Attention: Compliance
e-mail: compliance@tradelogiq.com

(b) to Subscriber at the mailing address and e-mail address set out on the execution page of this Agreement.

Except as provided herein, any Notice shall be validly and effectively given (i) if personally delivered or delivered by courier service or registered mail, on the date and time of such delivery if such date is a Business Day and such delivery was made prior to 4:00 p.m. (local time in the place of receipt) and otherwise as of 9:00 a.m. (local time in the place of receipt) on the next Business Day or (ii) if sent by e-mail transmission, as of the time when a delivery receipt is generated by the addressee's e-mail server if the delivery receipt records a time between 9:00 a.m. and 5:00 p.m. (local time in the place of receipt) on a Business Day, and otherwise as of 9:00 a.m. (local time in the place of receipt) on the next Business Day. Subscriber and Tradelogiq may change the address for service from time to time by providing a Notice in accordance with the foregoing, and any subsequent Notice shall be sent to such person at its changed address. Any element of a person's address that is not specifically changed in a Notice shall be deemed not to be changed. Subscriber and Tradelogiq consent to delivery and receipt by electronic means of all notices and other communications required or permitted to be given under this Agreement.

17.6 **Counterparts.** This Agreement may be executed in any number of counterparts (including by way of e-mail transmission of a Portable Document Format (PDF) file), and all such counterparts taken together shall be deemed to constitute one and the same instrument.

17.7 **No Waiver.** No failure on the part of a party to exercise, and no delay by a party in exercising, any right under this Agreement shall operate as a waiver of such right; nor shall any single or partial exercise of any right by a party preclude any other or further exercise of the right or the exercise of any other right.

17.8 **Successors and Assigns.** This Agreement shall be binding upon and enure to the benefit of the parties and their respective successors and permitted assigns. Subscriber may not assign or transfer this Agreement or any of its rights hereunder, whether directly or indirectly, to any other

person without first obtaining Tradelogiq's written consent. Tradelogiq may assign and transfer all of its rights and responsibilities as operator of the Omega and/or Lynx marketplaces (including this Agreement and all other Omega and/or Lynx subscriber agreements) to any other person duly registered and qualified to operate a marketplace in Canada upon providing 30 days' prior written notice to Subscriber and all other subscribers, whereupon in such event Tradelogiq shall be released from all subsequent obligations arising under this Agreement, which shall be the responsibility of the successor marketplace operator. Tradelogiq may assign any or all of its rights under this Agreement as collateral security to a creditor.

- 17.9 **Severability.** If any provision of this Agreement shall be deemed by any arbitrator, court or regulator of competent jurisdiction to be invalid or void, the remaining provisions shall remain in full force and effect.
- 17.10 **Force Majeure.** Neither Subscriber nor Tradelogiq shall be responsible to the other (including, in Tradelogiq's case, to any client of Subscriber or to any other person for whom Subscriber is authorized or purport to act) for non-performance or delay in performance occasioned by any causes beyond Tradelogiq's respective control including, without limitation, acts of civil or military authorities, strikes, lockouts, embargoes, insurrections, acts of God, acts or orders of government, war, terrorist acts, or a change in applicable laws, rules, policies, regulations or regulatory or self-regulatory requirements or the enforcement thereof. In any such event, notwithstanding anything to the contrary contained herein and without limiting any other rights, Tradelogiq shall be entitled to terminate and unwind any or all then unsettled transactions, without any liability therefor whatsoever. This subsection 17.10 shall not affect Subscriber's financial obligations to Tradelogiq.
- 17.11 **Further Assurances.** Subscriber and Tradelogiq agree to co-operate with and assist the other party and take such action as may be reasonably requested by the other party to implement and carry into effect this Agreement to its full extent.
- 17.12 **Currency.** Unless otherwise expressly specified, all amounts referred to herein shall be denominated in Canadian dollars.
- 17.13 **Time of Essence.** Time shall be of the essence.
- 17.14 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties, and supersedes all prior agreements, in respect of the subject matter described in this document.
- 17.15 **No Third Party Rights.** Except as expressly otherwise provided herein, no one but the parties shall be entitled to any rights under this Agreement.
- 17.16 **Injunctive Relief.** In the event of a breach or threatened breach of any of the provisions of this Agreement by Subscriber or any of its employees or representatives, Subscriber acknowledges and agrees that Tradelogiq shall be entitled to seek preliminary and permanent injunctive relief to enforce the provisions hereof, without the requirement to post a bond or other security. In addition, Subscriber acknowledges and agrees that a breach by it of any of the provisions hereof would cause irreparable and incalculable damage to Tradelogiq. Nothing herein shall preclude Tradelogiq from pursuing any action or other remedy for any breach or threatened breach of this Agreement, all of which shall be cumulative.
- 17.17 **Statutory References.** All references to laws, rules, regulations, policies, orders, interpretive notices or other regulatory or self-regulatory instruments shall include references to them as they

may be amended or replaced from time to time.

17.18 This Agreement shall not be subject to any contra proferentem principles.

[Signature page follows]

DATED at _____, _____ this _____ day of _____, 20____.

Please check the marketplace(s) Subscriber wishes to subscribe to:

Omega & Lynx

Omega Only

Lynx Only

SUBSCRIBER (please print full legal entity name):

By:

Name:

Title:

By (if second signature required):

Name:

Title:

Address of Subscriber: _____

Attention: _____

Province of Residence: _____

Telephone: _____

Email: _____

DATED at Toronto, Ontario this _____ day of _____, 20____.

TRADELOGIQ MARKETS INC.

By:

Name:

Title:

**APPENDIX “A”
OMEGA/LYNX-SPECIFIC POLICIES AND PROCEDURES**

All orders input into, and trades executed on, Omega and Lynx are subject to the following:

- (a) Any “corporate action” by or in respect of any issuer of any security traded on Omega and/or Lynx, including, but not limited to, any sub-division, consolidation, mandatory conversion or exchange for other securities or cash, merger, formal tender offer, bankruptcy event or rights offering, will be treated by Omega and/or Lynx for trading purposes as per the treatment by the principal Canadian listing exchange.
- (b) All advantages and entitlements to receive dividends or any other distributions made or right given to holders of record of the security are as determined by the principal Canadian listing exchange.
- (c) If the applicable securities regulatory authority or CIRO has determined that there is not a fair market price for the security in question, or has otherwise “unwound” certain transactions in the security, then at its discretion: (i) any or all transactions in such security on Omega and/or Lynx during the applicable period may be set aside, or (ii) any or all transactions in such security on Omega and/or Lynx during the applicable period may remain valid, or (iii) any or all transactions in such security on Omega during the applicable period may be deemed to have occurred at the price, if any, determined to be a fair settlement price by the regulatory or self-regulatory authority.
- (d) If a security is listed and posted for trading on more than one Canadian exchange, Tradelogiq, the applicable securities regulatory authority or CIRO shall determine which exchange is the “principal exchange”.
- (e) Omega and/or Lynx will not facilitate trading in securities that are subject to:
 - i. cease trade orders issued by applicable Canadian securities regulatory authorities, for the duration of the order;
 - ii. trading halts or other suspensions effected by CIRO, for the duration of the halt or suspension; and
 - iii. de-listing from a Canadian stock exchange (unless the issuer of such security remains listed, and the security remains posted for trading, on another Canadian exchange, or as otherwise permitted by Canadian securities regulatory authorities or CIRO).
- (f) In Tradelogiq’s capacity as a regulated marketplace and for reasons of marketplace integrity, it retains discretion, acting reasonably, to “freeze” and/or reject any or all live orders on the system.
- (g) All orders sent under direct electronic access arrangements with Subscriber’s clients must comply with NI 23-103 and UMIR.
- (h) All Omega and Lynx orders interact according to the matching methods described in the Trading Functionality Guide, as published on the Website.

Final page of Tradelogiq Subscriber Agreement