

e3 Filing

SERVICE AGREEMENT

THIS AGREEMENT made and entered into the _____ day of _____, _____

BETWEEN:

Computershare Investor Services Inc., a company duly incorporated under the laws of Canada,
(hereinafter called "the Agent")

AND:

_____, a company duly incorporated under the laws
of _____
(hereinafter called "the Electronic Filer")

WHEREAS:

A. The Electronic Filer is required or permitted to file certain public disclosure material and other documents under the securities legislations of the provinces and territories of Canada by means of electronic filing, through the System for Electronic Document Analysis and Retrieval ("SEDAR"); and

B. The Agent is willing to act as the filing agent of the Electronic Filer in accordance with the terms of this Agreement.

NOW THEREFORE, for good and valuable consideration paid by each party to the other, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties covenant and agree as follows:

1.0 Definitions

In this Agreement, all capitalized terms, other than those terms listed below, have the meaning set out in National Instrument 13-101, as amended from time to time (the "National Instrument").

1.1 "Filing Fees" means fees and/or charges payable by the Electronic Filer to: (a) the Securities Regulatory Authorities for the filing of any Document under Securities Legislation; and (b) to CDS for the provision of services, including without limitation those contemplated in the SEDAR Filing Manual .

1.2 "Service Charges" means the fees payable by the Electronic Filer to the Agent for the Services, as specified in Schedule "A" attached hereto.

1.3 "Services" shall mean the services to be supplied to the Electronic Filer by the Agent in accordance with the terms of this Agreement.

2.0 Services

2.1 The Agent agrees to file through SEDAR all Documents received from the Electronic Filer in accordance with the terms of this Agreement.

3.0 Responsibilities of the Electronic Filer

3.1 The Electronic Filer acknowledges that neither the Agent, nor the SEDAR system verifies whether an Electronic Filing conforms to the electronic formatting requirements set out in the SEDAR Filer Manual. The Electronic Filer is responsible for ensuring that a Document which it requests the Agent to submit via SEDAR for Electronic Filing does not and is not in breach of any laws, regulations or conventions, including, but not limited to, those relating to data privacy, communication and exportation of technical or personal data or any applicable securities law or regulation.

3.2 The Electronic Filer is solely responsible for ensuring that all Documents submitted to the Agent for Electronic Filing are complete, relevant, accurate, timely and in accordance with the requisite Securities Commission(s) requirements.

3.3 A Document to be filed with SEDAR by the Agent on behalf of the Electronic Filer on a particular day shall be prepared by the Electronic Filer in a computer format that complies with the requirements specified in the SEDAR Filer Manual and shall be delivered to the Agent on a 3.5" DOS formatted, high or double density

computer disk (or in some other manner approved by the Agent) by 12 noon (local time of the Agent) on the day of filing. The Agent will use all reasonable efforts to file with SEDAR on the day of delivery to the Agent all Documents filed by such time. Additional Service Charges, including stand-by fees and overtime costs may be payable by Electronic Filer for Documents received after 12 noon (local time of the Agent).

3.4 The Agent will verify the status of filings made on behalf of the Electronic Filer and will advise the Electronic Filer if a Document transmission has failed. The Electronic Filer is responsible for maintaining a back-up procedure for the reconstruction of any lost or damaged Document in Electronic Format. As part of this back-up procedure, the Electronic Filer is responsible for providing the Agent with a replacement disk(s) with the relevant Document to be filed, if required, and with paper copies and original signed copies of Electronic Filings so that the Agent can deliver copies of Documents, or portions thereof, where required by Securities Legislation or Securities Directions.

3.5 The Electronic Filer acknowledges that the Agent will not be able to complete an Electronic Filing on the Electronic Filer's behalf if: (a) the Electronic Filer has not filed a SEDAR filer profile within the timeframe and guidelines stated in the National Instrument and the SEDAR Filer Manual; (b) the Document which the Electronic Filer delivers to the Agent is not in a format that conforms with the requirements specified in the SEDAR Filer Manual; or, (c) the Electronic Filer has not paid its annual continuous disclosure fee to CDS Inc. for access to SEDAR. And, for greater certainty, the Electronic Filer acknowledges that the Agent is restricted under the terms of its SEDAR access agreement with CDS Inc. from completing any filing with SEDAR on behalf of the Electronic Filer if the Electronic Filer is delinquent in any Filing Fees the Electronic Filer may owe to CDS Inc. for the use of SEDAR.

4.0 Fees

4.1 The Electronic Filer agrees to pay all Service Charges and applicable sales and similar taxes, when due, to the Agent.

4.2 If the Electronic Filer is paying any Filing Fees through the Agent, the Electronic Filer shall provide the full amount of such Filing Fees to the Agent prior to or at the same time the Electronic Filer requires the Agent to make such payment.

4.3 Unpaid amounts owing to The Agent will bear interest at the rate of 1.5% per month (19.6% per annum).

4.6 The Agent may revise its schedule of Service Charges at any time upon thirty (30) days' prior notice to the Electronic Filer.

4.7 Notwithstanding any other provision of this Agreement, if the Electronic Filer is delinquent in its payment of any Service Charges, the Agent reserves the right to refuse to provide the Services to The Electronic Filer.

5 Acknowledgments

5.1 The Electronic Filer acknowledges that the Agent's access to SEDAR is through an agreement with CDS Inc. and that the Agent's obligations and ability to perform under this Agreement are subject to and dependent upon performance by CDS Inc. of its obligations to the Agent. In the event that the Agent's access to SEDAR through CDS Inc. is interrupted, the Agent shall not have any obligations to provide the Services during periods of interruption.

5.2 The Electronic Filer acknowledges that the Agent will from time to time not be able to make Electronic Filings because of systems maintenance and unscheduled system shut downs. During such periods the Agent shall not have any obligation to provide Services. The Agent will use all reasonable efforts to schedule systems maintenance outside of its usual business hours.

6 Limitation of Liability

6.1 The Agent will not be liable for any loss or damage or other consequences caused by any delay in providing the Services or for any delay or failure in any transmission system or for any alteration in the content or format of any Document transmitted by the Agent or for any delay as a result of the failure or malfunction in any hardware or software, provided that the Agent has used commercially reasonable efforts to avoid such delays, failures or alterations.

6.2 The Agent shall not be liable for any action taken or omitted to be taken by The Agent under or in connection with this Agreement except for losses caused by Computershare's bad faith, willful misconduct or gross negligence.

6.3 Notwithstanding any other provision of this Agreement, any liability of the Agent is limited to the payment from the Agent to the Electronic Filer for actual and direct damages of the Electronic Filer to a maximum amount equal to the Service Charges paid by The Electronic Filer to the Agent for the specific affected or failed filing to a Securities Regulatory Authority or other specific or failed use of the Services.

6.4 Notwithstanding any other provision of this Agreement, the Agent shall not be liable for direct, indirect, general, special, incidental or consequential damages, lost profits, lost savings or any other damages arising out of this Agreement, even if the Agent has been advised of the possibility of any such damages.

7 Term

7.1 This Agreement will continue in effect until terminated by written notice given by either party to the other party. The effective date of the termination shall be the date which is thirty (30) days after the date of the notice of termination, unless the parties mutually agree upon a different date.

8 Governing law

8.1 This Agreement will be governed by, construed and enforced in accordance with the laws of the Province of [insert] and the parties hereto submit and attorn to the exclusive jurisdiction of the Province of [insert].

9 Indemnity

9.1 The Electronic Filer hereby indemnifies and agrees to hold harmless and defend the Agent, its directors, officers, employees, affiliates, and agents, against any and all claims and liabilities, whether accrued, absolute, contingent or otherwise and any and all actions, suits, proceedings, demands, assessments, judgments and costs, including and without limitation, legal costs on a solicitor and own client basis, arising out of or in respect of the performance by the Agent of its duties under this Agreement; provided, however, that the Agent shall not be indemnified against, or be reimbursed for any expense incurred in connection with any claim or liability arising out of its willful misconduct or gross negligence.

10 Assignment

10.1 This Agreement may be assigned by the Agent to any affiliated or associated corporation or the successor to the Agent without prior consent of the Electronic Filer, upon sixty (60) days written notice to The Electronic Filer. Effective upon such assignment, the Agent shall be relieved of its obligations under this Agreement. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and permitted assigns.

11 Notice

11.1 Any notice or communication to be given by one party to the other shall be in writing and delivered or sent, by courier, by personal delivery, by mail, or by facsimile transmission to the following address:

If to the Electronic Filer:

If to the Agent: e3 Filing / Computershare 510 Burrard Street 3rd Floor, Vancouver BC V6C 3B9.

Notices sent by personal delivery, email or facsimile transmission shall be deemed received on the same business day delivered (if sent during normal business hours of the recipient and on the next business day during normal business hours next occur if not given during such hours on any day) and notices sent by mail shall be deemed received on the third business day following posting.

12 Language [Quebec Only]

12.1 The parties have expressly agreed that this Agreement and all documents relating thereto be drawn up in English only. Les parties aux présentes ont expressément requis que le présent contrat ainsi que tous les documents qui s'y rattachent soient rédigés en anglais seulement.

13 Waiver

13.1 The failure by the Agent to enforce at any time any of the provisions of this Agreement, to exercise any right or option provided herein, or to require at any time the performance by the Electronic Filer of any of the provisions herein will not in any way be construed as a waiver of such provisions or rights.

14 Amendments

14.1 No amendment, supplement, or modification to this Agreement shall be binding unless executed in writing by both parties.

15.0 Force Majeure

15.1 Notwithstanding any other term of this Agreement, neither party shall be liable for any delay, interruption or fault in the performance of its obligations hereunder if caused by acts of God, war, declared or undeclared, fire, flood, storm, slide, earthquake, tsunami, labour disputes, interruption in a telecommunications or Internet connection service, tampering of information sent over the Internet or any similar event beyond the control of the party affected which may prevent or delay such performance. If any such act or event occurs or is likely to occur the party affected shall promptly notify the other party, giving particulars of the event. The party so affected shall use all reasonable efforts to eliminate or remedy the event, but shall not be obligated to take any action relating to a labour dispute.

In witness whereof this Agreement has been duly executed by the parties hereto as of the date and at the place first above written.

[Enter full legal name of the Company]

Per: _____

Per: _____

COMPUTERSHARE INVESTOR SERVICES INC.

Per: _____

Per: _____