

In consideration of CIBC World Markets Inc.'s ("CIBC Wood Gundy") acting upon communications given from time to time by the undersigned (the "Client"), the Client agrees as follows:

1. **Fax Communications.** The Client authorizes CIBC Wood Gundy to rely on all information contained in communications transmitted by facsimile transmission, telecopier or telex (each being a "Fax Communication") from or purporting to be from the Client and to accept instructions on its behalf (a) to transfer funds or securities from the primary account specified below and any other account(s) in the Client's name to any individual, firm or corporation; (b) to deal in any manner with stocks, bonds or other types of securities held in or to be purchased for any account in the Client's name; or (c) relating to securities transactions generally for any account in the Client's name (collectively "Transactions")
2. **Corporate Clients.** If the Client is a corporation, the Client confirms that (a) the individuals named on the signature page of this Agreement (the "Authorized Persons") are authorized to send, on behalf of the Client, Fax Communications containing any instructions or other information in connection with any Transaction in accordance with this Agreement and (b) the Client's Board of Directors has authorized the signing of this Agreement. The Client may from time to time notify CIBC Wood Gundy of changes to the list of Authorized Persons. No such change is effective until the branch noted above receives written notice of the change.
3. **Acting on Communications.** CIBC Wood Gundy is under no obligation to act on any Fax Communication from the Client and in doing so CIBC Wood Gundy is under no obligation to continue to accept or act on additional Fax Communications. If CIBC Wood Gundy accepts a Fax Communication, it will only be responsible to undertake the requested Transactions if there are sufficient available funds in the Client's account or available margin (if applicable) to cover all related Transaction costs including without limitation all fees, charges or expenses (collectively, the "Charges"). The Client authorizes CIBC Wood Gundy to charge any of the Client's accounts for any such Charges.
4. **Receipt of Communications.** Fax Communications to CIBC Wood Gundy will be considered to have been received only when they are brought to the attention of the employee at CIBC Wood Gundy to whom they are addressed during CIBC Wood Gundy's usual business hours. Fax Communications given in accordance with this Agreement relate only to dealings of the Client at the branch noted above, and are not effective as regards any other branch of CIBC Wood Gundy.
5. **CIBC Wood Gundy declining to act.** CIBC Wood Gundy may decline to act upon any Fax Communication if it doubts that it has been properly authorized, accurately transmitted or properly understood by CIBC Wood Gundy.
6. **Instructions considered valid.** CIBC Wood Gundy will not be responsible to verify any Fax Communications. All Fax Communications as acted upon by CIBC Wood Gundy will be conclusively considered to be valid, even if they did not come from the Client, were not accurately transmitted, were not properly understood by CIBC Wood Gundy (unless CIBC Wood Gundy was grossly negligent or engaged in willful misconduct in interpreting those Fax Communications), or differ from any following written confirmation. CIBC WOOD GUNDY WILL NOT BE LIABLE FOR A DUPLICATE TRANSACTION OR TRANSFER OF FUNDS SHOULD THE CLIENT FOLLOW A FAX COMMUNICATION WITH A WRITTEN CONFIRMATION.
7. **Monitoring of communications facilities.** CIBC Wood Gundy will use reasonable efforts to monitor its communications facilities to determine if it has received any Fax Communication from the Client. CIBC Wood Gundy's ability to act upon Fax Communications depends upon the normal functioning of the various communication facilities used by CIBC Wood Gundy. CIBC Wood Gundy is not liable for any delay or failure to receive Fax Communications.
8. **Liability of CIBC Wood Gundy.** CIBC Wood Gundy will not be responsible for any liability, damages, demands or expenses that the Client incurs due to CIBC Wood Gundy's acting or failing to act upon Fax Communications received (except for CIBC Wood Gundy's gross negligence or willful misconduct). In the event of CIBC Wood Gundy's gross negligence or willful misconduct, its liability to the Client will be limited to the amount involved in the relevant Fax Communication. CIBC Wood Gundy will not in any event be liable for any incidental, consequential or indirect damages, or for loss of profit.

9. **Indemnity.** The Client will indemnify and save CIBC Wood Gundy harmless from and against all liabilities, damages, demands and expenses that CIBC Wood Gundy may incur (other than due to its own gross negligence or willful misconduct), including without limitation legal fees and disbursements reasonably incurred by CIBC Wood Gundy, arising from CIBC Wood Gundy's acting or declining to act upon any Fax Communications given to CIBC Wood Gundy in accordance with this Agreement. This indemnity is in addition to any other indemnity or assurance against loss provided by the Client to CIBC Wood Gundy.
10. **This Agreement additional.** The terms of this Agreement are in addition to, and not in substitution for, the terms of any other agreement between the Client and CIBC Wood Gundy. If any conflict arises between this and any other agreement with the Client, the terms of this Agreement will prevail.
11. **Quebec Clients.** The Client hereby confirms the express wish that this Agreement and any related documents be drawn up in English only and declares to be satisfied therewith. Le client confirme sa volonté expresse de voir la présente convention et les documents s'y rattachant rédigés en langue anglaise seulement et s'en déclare satisfait.
12. **Governing Law.** This Agreement is governed by the laws of the Province where the account that is the subject of the Fax Communication is maintained.

Branch Address _____
 & Fax Number: _____

Primary Account Number: _____

Date: _____

Name of Client: _____

Signature: _____

Address of Client: _____

If the Client is a corporation, the following are the names and signatures of the Authorized Persons:	
Name:	_____
Title:	_____
Signature:	_____
Name:	_____
Title:	_____
Signature:	_____