

SOLIUM FINANCIAL INC.
DIRECT FUND TRANSFERS AUTHORIZATION AGREEMENT

1. INTERPRETATION

1.1 Definitions

In this Agreement:

- (a) "Accounts" means all and any one of the accounts of the Client with Solium, including accounts previously opened, opened concurrently or in the future or from time to time closed and then reopened, renumbered or redesignated, and the account of the Client at the Banking Institution as indicated in Section B of the attached Direct Fund Transfers Authorization Form;
- (b) "Agreement" means this Agreement together with the attached completed Direct Fund Transfers Authorization Form;
- (c) "Solium" refers to Solium Financial Inc.;
- (d) "Client" refers to the person granting the authorization for the Direct Fund Transfers and signing the attached Direct Fund Transfers Form;
- (e) "Direct Fund Transfers" means the transfers of funds between the Client's Accounts as authorized under this Agreement; and
- (f) "Processing Institution" refers to the financial institution holding the account of the Client as indicated in Section B of the attached Direct Fund Transfers Authorization Form.

1.2 Headings

The headings in this Agreement are for convenience only and do not affect this Agreement's interpretation.

2. PURPOSE

The Client acknowledges that the authorization provided under this Agreement is provided for the benefit of Solium and the Banking Institution. In addition, the Client acknowledges that the authorization is provided in consideration of the Banking Institution agreeing to process the Direct Fund Transfers in accordance with the Rules of the Canadian Payments Association.

3. AUTHORIZATION

3.1 Valid Signing Authority

The Client warrants and guarantees that all persons who are required to sign as signatories of the Accounts have signed this Agreement.

3.2 Account Information

The Client warrants and certifies that the information on the attached Direct Fund Transfers Authorization Form is correct and acknowledges that Solium and the Banking Institution and their representatives will rely on the information provided to effect the Direct Fund Transfers. The Client undertakes to notify Solium immediately of any change in the information provided on the attached Direct Fund Transfers Authorization Form.

3.3 Authorization for Direct Fund Transfers

The Client hereby authorizes Solium to effect Direct Fund Transfers in accordance with this Agreement.

3.4 Cancellation of Authorization and Termination of Agreement

The Client's authorization may be cancelled at any time upon written notice by the Client to Solium. The cancellation will be effective on the day the written notice is received by Solium but will not affect any Direct Fund Transfers in relation to the Accounts at any time before such notice was actually received by Solium.

This Agreement may also be terminated by Solium by notice in writing to the Client.

3.5 Acceptance of Delivery of Authorization

The Client agrees that the provision and delivery of this authorization to Solium constitutes delivery by the Client of the authorization to the Banking Institution.

3.6 Electronic and Telephone Authorization

With respect to variable amount, ad hoc or one time Direct Fund Transfers, Solium may, in its sole discretion, permit the Client to initiate such Direct Fund Transfers through telephone, personal computer, or other electronic device. Should Solium permit the Client to initiate Direct Fund Transfers through such means, the Client will receive from Solium a password, secret code or electronic signature equivalent to initiate and authorize such Direct Fund Transfers. Should Solium permit the Client to initiate Direct Fund Transfers through telephone, personal computer or other electronic means, the Client acknowledges that Solium will rely on the Client's authorization granted by password, secret code or electronic signature equivalent, as a valid authorization for the Direct Fund Transfers. The Client hereby authorizes Solium to process any instructions to effect Direct Fund Transfers given to Solium by telephone, personal computer or other electronic means as if the Client had given those instructions in writing to Solium.

The Client agrees any passwords, secret codes or signature equivalents assigned to the Client (and as may be amended from time to time) will not be disclosed by the Client to any person unless otherwise permitted by Solium. The Client acknowledges that the Client is solely responsible for maintaining the security of any passwords, secret codes or signature equivalents and ensuring that they are used only by the Client. The Client acknowledges that Solium shall not be responsible for any delay, damages, expenses, liability, claims, suits and demands the Client may suffer as a result of the unauthorized use of the passwords, secret codes or signature equivalents by any other person.

4. VALIDATION BY BANKING INSTITUTION

The Client acknowledges that the Banking Institution is not required to verify that Direct Fund Transfers have been issued in accordance with the particulars of this Agreement, including, but not limited to, the amounts of the Direct Fund Transfers.

The Client further acknowledges that the Banking Institution is not required to verify that any purpose of payment for which the Direct Fund Transfers were initiated has been fulfilled by Solium as a condition to honouring Direct Fund Transfers issued or caused to be issued by Solium on the Accounts.

5. SERVICE FEES

The Client agrees to pay the service fees or service charges of Solium and/or the Banking Institution in connection with the administration and processing of Direct Fund Transfers initiated pursuant to this Agreement.

6. RIGHTS OF DISPUTE

Direct Fund Transfers may be disputed by a Client under the following conditions:

- (i) the Direct Fund Transfers were not drawn in accordance with this Agreement;
- (ii) no authorization agreement was in place and/or no authorization was given; or
- (iii) this Agreement has been revoked.

The Client agrees to provide notice of any disputed Direct Funds Transfers within 90 days from the date the Direct Funds Transfer was completed.

The Client acknowledges that in disputes involving a debit to the Client's account at the Processing Institution, in order to be reimbursed, a declaration in the form as required by the Canadian Payments Association must be completed and presented to the branch of the Processing Institution holding the Client's account, within the time limits imposed by the Rules of the Canadian Payment Association.

The Client acknowledges that a claim made outside the time limit imposed by the Rules of the Canadian Payment Association or where the dispute involves a credit to the Client's account at the Processing Institution, whether on the basis that the Client's Authorization was revoked or any other reason will be resolved solely between Solium and the Client.

7. RECOURSE/REIMBURSEMENT STATEMENT

You [or I/We, depending on the context] have certain recourse rights if any debit does not comply with this agreement. For example, you [I/we] have the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD Agreement. To obtain more information about your [my/our] recourse rights, [I/we] may contact your [my/our] financial institution or visit www.cdnppay.ca.

8. DISCLOSURE OF INFORMATION AND CONSENT

The Client consents to the disclosure of any personal information that is contained in the attached Direct Fund Transfers Authorization Form to the member of the Canadian Payments Association that is serving as the Sponsoring Institution as defined in Rule H7 of the Canadian Payments Association, as far as any such disclosure of personal information is directly related to and necessary for the proper application of Rule H7 of the Canadian Payment Association.

9. RECORDS

Solium will maintain records of all transactions (including records of Client instructions provided by telephone or other electronic means) effected under this Agreement for a minimum of twelve months.

10. MISCELLANEOUS

10.1 Capacity

The Client represents to Solium that he, she or it has the power and capacity and is competent to enter into this Agreement. If an individual, the Client represents that he or she is of legal age. If a corporation, partnership, trust, syndicate or other similar form of organization, the Client represents that the execution and delivery of this Agreement has been duly authorized by all necessary action and the persons signing this Agreement are authorized to sign this Agreement on behalf of the organization.

10.2 Governing Law

This Agreement is governed by the law of Alberta and, subject to subsection 9.3 and unless otherwise agreed by Solium and the Client in writing, Solium and the Client will submit exclusively to courts of Alberta any and all disputes in connection with this Agreement.

10.3 Arbitration

Notwithstanding subsection 9.2, if Solium and the Client agree in writing or, in accordance with the applicable policy of any stock exchange or securities self-regulatory organization of which Solium is a member, the Client so directs, any dispute arising out of or relating to this Agreement will be submitted to arbitration in Calgary, Alberta. Unless otherwise agreed by the parties or otherwise provided in such policy:

- (a) the arbitration will be before a single arbitrator and in accordance with the provisions of the Calgary Arbitration Act (Alberta);
- (b) each party will bear its own costs in any such proceeding; and
- (c) the decision of the arbitrator will be final and binding on the parties and may be enforced in any court of competent jurisdiction.

10.4 Further Assurances

The Client will take all such actions and will execute and deliver any further documents as are necessary or desirable, in the view of Solium, to give effect to the terms and purposes of this Agreement.

10.5 Severability

If any term of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or void, that term will be severed from this Agreement and the remaining terms of this Agreement will continue in full force and effect, modified only to reflect the severance of that term.

10.6 Binding Effect

This Agreement enures to the benefit of and is binding on Solium, its successors and assigns and the Client and the heirs, executors, administrators, successors and permitted assigns of the Client.

10.7 Assignment

This Agreement may not be assigned by the Client without the prior written consent of Solium.

10.8 Amendment

Subject to subsection 8.5, this Agreement may not be amended and its terms may not be waived or altered except by agreement in writing signed by the Client and Solium.

10.9 Notice

Any notice or communication to the Client pursuant to this Agreement may be given to any address of record of the Client with Solium. Any notice to Solium pursuant to this Agreement must be given to its head office in Calgary, Alberta to the attention of Compliance. All notices pursuant to this Agreement must be in writing and sent by prepaid mail, fax, or delivered by hand. Such notices will be deemed to have been received, if mailed on the second business day after mailing or, if sent by fax at the time of transmission or if delivered by hand, when delivered. Nothing in this Agreement will require Solium to give any notice to the Client not otherwise required to be given.

10.10 Force Majeure

Solium will not be liable to the Client for any loss, claim, damage, liability or expense caused directly or indirectly by government, regulatory or self-regulatory restrictions or regulations, war, strikes, natural disasters, equipment malfunction, electronic systems malfunction or other conditions or events which are beyond the control of Solium.

10.11 English Language Only

Les parties aux présentes ont expressément demandé que cette convention, ainsi que toute documentation y reliée, soient rédigées en langue anglaise. The parties hereto have expressly requested that this agreement as well as all ancillary documentation be drafted in the English language.