AGREEMENT

This Agreement (the "Agreement") is made as of September 20, 2011, by and between Electronic Brokerage Systems, LLC ("EBS"), Robert C. Sheehan & Associates, LLC ("RSA") and Frontline Technologies Inc. (formerly Belzberg Technologies, Inc.) ("Frontline"), on the one hand, and LiquidPoint LLC ("LiquidPoint") and BNY ConvergEx Execution Solutions LLC ("ConvergEx") on the other hand (collectively, the "Parties"). For purposes of this Agreement, EBS and RSA shall be referred to as the "Referring Brokers," and LiquidPoint and ConvergEx shall be referred to as the "Accepting Brokers."

WHEREAS, the Referring Brokers, Frontline and the Accepting Brokers are parties to the Account Referral Agreement, made and entered into as of February 22, 2011 (the "ARA"), pursuant to which the Referring Brokers agreed to refer clients to the Accepting Brokers, in exchange for certain payments by the Accepting Brokers; and

WHEREAS, the Parties no longer wish to be bound, except as provided herein, by the terms of the ARA; and

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which are hereby acknowledged, including the mutual releases and indemnification conditions stated in this Agreement, the Parties hereby agree as follows:

1. Payment. Within five business days of the execution of this Agreement by the Parties, the Accepting Brokers shall pay, or cause payment to be made to, RSA the total sum of U.S. $1,800,000.00 (the "Payment"). The Payment shall replace all of the Accepting Brokers' payment obligations under the ARA and, upon RSA's receipt of the Payment, no further payments or consideration of any kind shall be due or owing to the Referring Brokers under the ARA or this Agreement, either now or at any time in the future. The Payment shall be made in accordance with the following wiring instructions:

Beneficiary: Robert C. Sheehan & Associates
Bank: [redacted]
Account #: [redacted]
ABA Routing: [redacted]

2. Release and Indemnification by the Referring Brokers

(a) Release. Except as otherwise set forth below, in consideration of the terms of the settlement described in Section 1 above, (i) EBS, on behalf of itself and its predecessors, successors, and assigns; (ii) RSA, on behalf of itself and its predecessors, successors, and assigns; and (iii) Frontline, on behalf of itself and its predecessors, successors, and assigns (collectively, the "Referring Broker Releasors"), hereby generally, irrevocably, unconditionally and completely release and forever discharge each of (i) LiquidPoint and its predecessors, successors, and assigns; (ii) ConvergEx and its predecessors, successors, and assigns (as well as the affiliates of LiquidPoint and ConvergEx, and each of their respective predecessors, successors, and assigns); and (iii) any current and former managers, members, shareholders, partners (limited or general), directors, officers, employees, agents and advisors of LiquidPoint and ConvergEx, including all such persons' heirs, successors, and assigns (and each of their affiliates and their respective predecessors, successors, and assigns) (collectively, the "Accepting Broker Released Parties") from all duties and obligations under the ARA, and against any and all actions, causes of action, suits, arbitration proceedings, claims, liabilities, demands, and obligations, of whatsoever kind and nature, character and description, whether in law or equity, whether sounding in tort, contract or otherwise, whether asserted or unasserted, whether known or unknown, whether now existing or hereafter arising, whether suspected or unsuspected, and whether contingent or absolute, of which each of the Referring Broker Releasors, or any of them, has or may have or claim to have against any of the Accepting Broker Released Parties arising out of, related to, or in connection with the events, transactions, obligations, matters, circumstances or facts contemplated or required by, or associated with the ARA (the "Referring Broker Released Claims").

(b) Indemnification.

(1) Without in any way limiting any of the rights or remedies otherwise available to any Referring Broker Releasors or the Accepting Broker Released Parties, the Referring Broker Releasors, or any of them, jointly and severally, agree that they will continue to be bound by Section 11(a)(ii) of the ARA insofar as Sections 8 and 9 of the ARA continue to apply pursuant to Section 3 hereof. For the avoidance of doubt, the Referring Broker Releasors, or any of them, jointly and severally, agree that they will defend and indemnify and hold any of the Accepting Broker Released Parties harmless from and against any and all liabilities, damages, costs, losses and expenses, including court costs and reasonable attorneys' fees, that arise out of or relate to the Referring Broker Releasors' violation of Sections 8 or 9 of the ARA insofar as, and only to the extent that, such Sections of the ARA continue to apply pursuant to Section 3 hereof.

(2) The indemnity obligations under this Section 2(b) shall be in addition to any liability that any Referring Broker Releasors may otherwise have and shall inure to the benefit of the Accepting Broker Released Parties.

3. Release by the Accepting Brokers

(a) Release. Except as otherwise set forth below, in consideration of the terms of the settlement described in Section 1 above (i) LiquidPoint, on behalf of its predecessors, successors, and assigns and (ii) ConvergEx, on behalf of its predecessors, successors, and assigns (together, the "Accepting Broker Releasors"), hereby generally, irrevocably, unconditionally and completely release and forever discharge each of (i) EBS and its predecessors, successors, and assigns; (ii) RSA and its predecessors, successors, and assigns; (iii) Frontline and its predecessors, successors, and assigns (as well as the affiliates of EBS, RSA and Frontline, and each of their respective predecessors, successors, and assigns); and (iii) any current and former managers, members, shareholders, partners (limited or general), directors, officers, employees, agents and advisors of EBS, RSA and Frontline, including all such persons' heirs, successors, and assigns (and each of their affiliates and their respective predecessors, successors, and assigns) (collectively, the "Referring Broker Released Parties") from all duties and obligations under the ARA, and against any and all actions, causes of action, suits, arbitration proceedings, claims, liabilities, demands, and obligations, of whatsoever kind and nature, character and description, whether in law or equity, whether sounding in tort, contract or otherwise, whether asserted or unasserted, whether known or unknown, whether now existing or hereafter arising, whether suspected or unsuspected, and whether contingent or absolute, of which each of the Accepting Broker Releasors, or any of them, has or may have or claim to have against any of the Referring Broker Released Parties arising out of, related to, or in connection with the events, transactions, obligations, matters, circumstances or facts contemplated or required by, or associated with the ARA (the "Accepting Broker Released Claims"); provided, however, that the foregoing release does not apply to any claims, duties, obligations or representations arising under Sections 6(a)(ix), 8 or 9 of the ARA with respect to the Referred Clients of RSA, LiquidPoint's employees and LiquidPoint's options floor brokerage business. For the avoidance of doubt, the Referring Brokers agree to continue to abide by the terms of Sections 6(a)(ix), 8 and 9 of the ARA which will remain in full force and effect with respect to, and only with respect to, LiquidPoint and Referred Clients of RSA that have been referred by the Referring Brokers to the Accepting Brokers, irrespective of any other provisions of the ARA, which no longer have force or effect.

4. Confidentiality

(a) The Parties covenant and agree that the content, terms, and conditions of this Agreement, and the statements, negotiations and discussions leading up to or otherwise concerning this Agreement, as well as all data and information exchanged by the parties in connection with the negotiation and performance of the ARA, shall be confidential and shall not be disclosed, whether orally or in writing, to anyone other than the Parties to this Agreement, their counsel, accountants, tax preparers, tax advisors, and insurers or as may otherwise be appropriate and necessary for financial reporting requirements, except to the extent required by applicable law, regulatory authority, and subpoena, court order or other compulsory process.

(b) If either Party believes that it is required by applicable law, regulatory authority, or subpoena, court order or other compulsory process to disclose the content, terms or conditions of this Agreement (a "Disclosure Request"), such Party shall (i) give prompt written notice to the other Party ("Non-Disclosing Party") sufficiently in advance of such disclosure to enable the Non-Disclosing Party to review the terms of the Disclosure Request and challenge the Disclosure Request, and (ii) refrain from making any disclosure in response to any Disclosure Request until the earlier of (x) receipt of written notice from the Non-Disclosing Party that it does not object to the disclosure or (y) resolution of any objection asserted by the Non-Disclosing Party either by agreement or final order of the authority or court with jurisdiction over the objection of the Non-Disclosing Party.

(c) Notwithstanding Sections 4(a) and 4(b) hereof, the Parties acknowledge and agree that Frontline is required by applicable Canadian provincial securities laws and regulations and stock exchange regulations and policies, and shall be permitted without regard to 4(b) hereof, to make public disclosure by way of press release of the entering into by it, EBS and RSA of this Agreement and of the terms and conditions of this Agreement, to file such press release and a related material change report with the Canadian securities regulatory authorities and the Toronto Stock Exchange via the System for Electronic Document Analysis and Retrieval ("SEDAR") and to file a copy of this Agreement with the Canadian securities regulatory authorities and the

Toronto Stock Exchange via SEDAR. Frontline agrees that it shall provide ConvergEx with a draft of the aforementioned press release and will afford ConvergEx with reasonable opportunity to comment on same prior to its release.

5. General Provisions

(a) Entire Agreement. This Agreement constitutes the entire agreement of the Parties with respect to the subject matter hereof, which, for avoidance of doubt, includes the Parties' respective obligations under the ARA, and, except as set forth herein, supersedes all prior agreements, understandings, and obligations, whether written or oral.

(b) Amendments. The terms of this Agreement may not be changed, modified, or discharged except by an instrument, in writing, that is signed by, or on behalf of, the Parties hereto.

(c) Undefined Terms. Capitalized terms used in this Agreement, but not otherwise defined herein, shall have the meanings ascribed to such terms in the ARA.

(d) Assignment. The terms of this Agreement shall be binding on the Parties hereto and their respective successors and assigns. Neither this Agreement, nor any part thereof, may be assigned by either Party without the express, prior written consent of the other Party.

(e) Severability. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, this Agreement shall nevertheless remain in full force and effect and shall not affect the validity or enforceability of the remaining terms and provisions of this Agreement.

(f) Governing Law. This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to its choice of law rules. All actions arising out of or relating to this Agreement shall be heard and determined exclusively in any New York state or federal court sitting in the Borough of Manhattan of The City of New York. Consistent with the preceding sentence, the Parties hereby (i) submit to the exclusive jurisdiction of any state or federal court sitting in the Borough of Manhattan of The City of New York with respect to any action arising out of or relating to this Agreement and (ii) irrevocably waive, and agree not to assert by way of motion, defense, or otherwise, in any such action, any claim that it is not subject to the personal jurisdiction of the courts identified in this Section 5(f), that its property is exempt or immune from attachment or execution, that any such action is brought in an inconvenient forum, that the venue of any such action is improper, or that this Agreement may not be enforced in any of the courts identified in this Section 5(f).

(g) WAIVER OF JURY TRIAL. THE PARTIES HEREBY WAIVE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION, WHETHER IN LAW OR EQUITY, WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE, WHETHER ASSERTED OR UNASSERTED, WHETHER KNOWN OR UNKNOWN, WHETHER NOW EXISTING OR HEREAFTER ARISING, WHETHER SUSPECTED OR UNSUSPECTED, AND WHETHER CONTINGENT OR ABSOLUTE,

THAT ARISES OUT OF OR RELATES TO, WHETHER DIRECTLY OR INDIRECTLY, THIS AGREEMENT.

(h) Counterparts. This Agreement may be executed in any number of counterparts, and by each Party hereto in separate counterparts, each of which when so executed and delivered shall be deemed to be an original, and all of which taken together shall constitute one and the same instrument.

(i) Captions. Captions or headings used in this Agreement are for convenience and reference only and will not be construed so as to affect the meaning of the text herein.

(j) Delivery by PDF or Facsimile. This Agreement, to the extent signed and delivered by means of a facsimile machine or PDF email, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were an original signed version thereof delivered in person. No party hereto shall raise the use of a facsimile machine or PDF email to deliver a signature or the fact that any signature or agreement or instrument was transmitted or communicated through the use of a facsimile machine or PDF email as a defense to the formation of a contract and each such party forever waives any such defense.

6. Notices. All notices, requests, claims, demands, or other communications required by this Agreement shall be in writing and shall be given or made (and shall be deemed to have been duly given or made upon receipt) by delivery in person, or by an internationally recognized overnight courier service at the following addresses (or at such other address for a Party as shall be specified in a notice given in accordance with this Section 6):

If to the Referring Brokers:
BNY ConvergEx Group
1633 Broadway, 48th Floor
New York, NY 10019
Attn: General Counsel

with a copy to:
Bracewell & Giuliani LLP
1251 Avenue of the Americas, 49th Floor
New York, NY 10020
Attn: David A. Shargel

If to the Accepting Brokers:
Frontline Technologies Inc.
25 Adelaide Street East, Suite 600
Toronto, Ontario
M5C 3A1
Attn: Chief Financial Officer

with a copy to:
Gardiner Roberts LLP
40 King Street West
Suite 3100
Scotia Plaza
Toronto, ON, M5H 3Y2
Attn: Fraser McDonald

7. Representations and Warranties

(a) The Parties have been represented by independent counsel of their own choice throughout the negotiations that preceded execution of this Agreement. The Parties agree that in interpreting any issues that may arise in connection with the construction of this Agreement, rules of construction related to who prepared this Agreement shall be inapplicable, each Party having contributed or having had the opportunity to contribute to clarify any issue.

(b) The Parties represent and warrant that each of them has the legal right and capacity to enter into this Agreement, and that this Agreement is not in conflict with any other agreements to which any of the Parties may be or is bound.

(c) The persons signing this Agreement represent and warrant that they have the authority and legal capacity to bind, and hereby do bind the Party on behalf of whom it is executed and, as applicable, their respective Party's predecessors, successors, and assigns.

Dated: New York, New York
September 20, 2011

LiquidPoint LLC
311 South Wacker Drive #4700
Chicago, IL 60606

By: *"Anthony J. Saliba"*

Its: *"Chief Executive Officer"*

BNY ConvergEx Execution Solutions LLC
1633 Broadway, 48th Floor
New York, NY 10019

By: *"Carey S. Pack"*

Its: *"Chief Executive Officer"*

Robert C. Sheehan & Associates, LLC
c/o Frontline Technologies, Inc.
25 Adelaide Street East, Suite 600
Toronto, Ontario
M5C 3A1

By: *"Hoss Astaraki"*

Its: *"Director"*

Electronic Brokerage Systems, LLC
c/o Frontline Technologies, Inc.
25 Adelaide Street East, Suite 600
Toronto, Ontario
M5C 3A1

By: *"Hoss Astaraki"*

Its: *"Director"*

Frontline Technologies Inc.
25 Adelaide Street East, Suite 600
Toronto, Ontario
M5C 3A1

By: *"Hoss Astaraki"*

Its: *"Chairman and Chief Executive Officer"*