# TRANSFER AGENCY AGREEMENT

**THIS AGREEMENT** made as of the 15 day of July, 2011 (the "**Effective Date**").

**BETWEEN:**

**PEAK POSITIONING TECHNOLOGIES INC.. (FORMERLY JAVA CAPITAL INC.)** a company continued under the laws of Canada (the "**Company**")

- and -

**CIBC MELLON TRUST COMPANY** a company existing under the laws of Canada and having a registered office in the City of Montreal, Quebec ("**CIBC Mellon**" or the "**Transfer Agent**")

**WHEREAS** the Company wishes to appoint CIBC Mellon as its transfer agent, registrar and dividend disbursing agent in respect of its Common Shares (the "**Securities**") and CIBC Mellon wishes to accept such appointment.

**NOW THEREFORE**, in consideration of the mutual premises and agreements contained in this Agreement, the parties covenant and agree as follows:

## APPOINTMENT

1) The Company hereby appoints CIBC Mellon as of the date of this Agreement (the "**Effective Date**") as:

   a) transfer agent and registrar of the Securities, to keep the register(s) of holders of the Securities ("**Securityholders**") and the register of transfers of the Securities (the "**Register**") at its principal offices in Montreal and Toronto; and

   b) dividend disbursing agent to disburse all cash and stock dividends which may be declared from time to time on the Securities and CIBC Mellon is hereby authorized and directed to pay such dividends as may be declared by the Board of Directors of the Company from time to time after receipt by CIBC Mellon of a copy of the resolution of the Board of Directors declaring such dividends.

   CIBC Mellon accepts such appointment upon the terms hereinafter set forth.

## REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE COMPANY

2) The Company hereby:

a) represents and warrants that if the Company's jurisdiction of incorporation or continuation is other than Canada or a province or territory thereof, either a co-transfer agent registered or qualified in such jurisdiction has been appointed to act in relation to the Securities or where no co-transfer agent has been appointed, no co-transfer agent registered or qualified in such jurisdiction is required to be appointed in the foreign jurisdiction;

b) covenants to promptly notify the Transfer Agent if, due to the Company's actions or status, including without limitation its jurisdiction of incorporation or continuation, residency or the listing or trading of the Securities; (i) the Transfer Agent is required to be registered or qualified in a foreign jurisdiction in order to carry out any of its functions hereunder, or (ii) an additional co-transfer agent is required to be appointed or has been appointed to act in relation to the Securities;

c) represents and warrants to the Transfer Agent that the Securities are not: (i) securities that are registered or are required to be registered under Section 12 of the United States Securities Exchange Act of 1934, as amended (the "Exchange Act") or (ii) securities which are exempt from registration under Section 12 of the Exchange Act as a result of reliance on the exemption from registration provided by subsection 12(g)(2)(B) or 12(g)(2)(G) of the Exchange Act; and

d) covenants to notify the Transfer Agent before the Securities become: (i) securities that are registered or are required to be registered under Section 12 of the Exchange Act or (ii) securities which are exempt from registration under Section 12 of the Exchange Act as a result of reliance on the exemption from registration provided by subsection 12(g)(2)(B) or 12(g)(2)(G) of the Exchange Act; and

e) warrants that any inventory of certificates supplied or authorized by it in connection with Section 4 of this Agreement shall comply with any applicable federal and provincial Canadian laws and governmental regulations in force from time to time (**"Applicable Law"**) and the requirements of any exchange on which the Company's Securities are listed.

3) The Company shall at its own expense deliver a legal opinion from its counsel confirming that the Transfer Agent's appointment hereunder and the activities contemplated herein are in conformity with all Applicable Law, regulations and the requirements of any exchange upon which the Securities are listed for trading. The legal opinion shall be in a form satisfactory to the Transfer Agent in its reasonable discretion.

4) The Company shall at its own expense provide the Transfer Agent with an inventory of blank securities certificates and/or authorize the Transfer Agent to print generic securities certificates in a form approved by the Company in sufficient quantities for the Transfer Agent to perform its duties under this Agreement.

5) As soon as reasonably practicable after the allotment of Securities allotted on or after the Effective Date, the Company shall deliver to the Transfer Agent a certified copy of the resolution ordering such allotment. The Company shall also provide or cause to be provided any other required documentation necessary pursuant to any Applicable Law and any regulatory authority's requirements applicable to the issuance of Securities.

6) The Company shall at all times during the term of this Agreement comply with all Applicable Law including without limitation all applicable privacy legislation and regulations. The Transfer Agent shall comply with all applicable Canadian privacy legislation and regulations. Without limiting the foregoing, the Company shall obtain from its Securityholders such consents relating to the collection, use and disclosure of Securityholder personal information, as may be required by law, if any, in order for the Transfer Agent to carry out its obligations under this Agreement.

7) The Transfer Agent shall be entitled to treat as valid any certificate for Securities purporting to have been issued by or on behalf of the Company prior to the Effective Date and the Company shall indemnify and save harmless the Transfer Agent, its officers, directors, employees, successors and assigns from any liability or claims that may be made against them by reason of the Transfer Agent treating any such certificate as valid. The Transfer Agent is hereby expressly relieved from any duty or obligation to verify the signature or the authority to sign of the person or persons purporting to sign any such certificate on behalf of the Company or on behalf of any other institution appointed the transfer agent and registrar of the Securities prior to the Effective Date.

In the event that the Transfer Agent discovers an over issuance or other out of balance position in respect of the Register (**"Out-of-Balance"**) which is not the result of the Transfer Agent's error, and which neither the Company nor the Transfer Agent is able to reconcile with the Register, the Company will either: i) increase the number of its issued Securities; ii) at its own expense purchase Securities in the market; or iii) take any other steps necessary to resolve the Out-of-Balance within 60 days of the Transfer Agent reporting the Out-of-Balance to the Company.

**DUTIES OF THE TRANSFER AGENT**

8) The Transfer Agent will keep and maintain at its principal office:

a) the register of transfers for the Securities wherein shall be recorded all transfers of Securities and the date and other particulars of each transfer; and

b) the register of registered Securityholders in which shall be recorded the names of all such persons and the addresses of such persons during such time as they are a holder of the Securities and the number of Securities held by each Securityholder, it being represented by the Company that all Securities heretofore allotted and issued are fully paid and non-assessable and that with respect to future allotments of Securities, unless the Company otherwise notifies the Transfer Agent, the Transfer Agent shall issue and regard such Securities as fully paid and non-assessable.

Subject to Section 2 of this Agreement, the Company shall not appoint additional co-transfer agents unless it has obtained the consent of the Transfer Agent, such consent not to be unreasonably withheld.

9) Subject to Applicable Law and to any general or particular instructions that the Company and its counsel may from time to time give to the Transfer Agent, the Transfer Agent shall permit transfers of Securities to be made in the Register by Securityholders or their duly authorized attorneys and shall cancel certificates for Securities surrendered for the purpose of such transfer and, upon payment of any applicable transfer taxes, shall countersign and register and deliver to the Securityholders or their authorized attorneys certificates in respect of the Securities held by or transferred to them.

10) When a certificate is presented to the Transfer Agent for the purpose of transfer, transfer of any of the Securities in respect of which such certificate was issued may be refused by the Transfer Agent until the Transfer Agent is satisfied that such certificate is valid, that the endorsement thereon is genuine and that the transfer requested is legally authorized. The Transfer Agent shall not incur any liability for refusing in good faith to effect any transfer which, in its judgment, is improper or unauthorized, provided that in performing its duties and obligations pursuant to this Agreement it shall not be required at any time to act contrary to, in breach of or offend against any Applicable Law.

11) The Company agrees that on and after the Effective Date and so long as this Agreement remains in force, no certificates for Securities will be issued or if issued will be valid unless and until countersigned by the Transfer Agent or a co-transfer agent appointed in accordance with Sections 2 and 8 of this Agreement.

12) Notwithstanding any other provisions of this Agreement, the Transfer Agent is expressly authorized by the Company to:

a) issue and register Securities under a master lost instrument bond between the Transfer Agent and a surety company or third party surety bond acceptable to the Transfer Agent, in replacement of certificates represented to have been lost, destroyed or stolen, upon receipt of an affidavit of loss and an indemnity agreement satisfactory to the Transfer Agent; and

b) register a transfer of Securities registered to a decedent, under a master lost instrument bond and/or waiver of probate bond between the transfer agent and a surety company, in the case of transmission of Securities of a decedent where no administration is contemplated, upon receipt of an indemnity agreement satisfactory to the Transfer Agent.

13) Specimen signatures of the officers of the Company who are authorized in their respective capacities treasury to sign treasury orders or certificates for Securities issued on or after the Effective Date shall be lodged by the Company with the Transfer Agent from time to time and as soon as reasonably practicable on request, for the purpose of comparison with signatures appearing on any such treasury order or certificate presented to the Transfer Agent. The Transfer Agent shall be protected and held harmless in acting upon any such signature believed by it in good faith to be genuine and, when any such officer ceases to be so authorized, written notice of such fact shall immediately be given by the Company to the Transfer Agent.

14) The Transfer Agent may retain any cash balance held in connection with this Agreement and may, but need not, hold same in its deposit department or the deposit department of one of its Affiliates; but the Transfer Agent and its Affiliates shall not be liable to account for any profit to the Company or any other person or entity other than at a rate, if any, established from time to time by the Transfer Agent or one of its Affiliates. For the purpose of this Section, "**Affiliate**" means affiliated companies within the meaning of the *Business Corporations Act* (Ontario) ("OBCA"); and includes Canadian Imperial Bank of Commerce, CIBC Mellon Global Securities Services Company, The Bank of New York Mellon and each of their affiliates within the meaning of the OBCA.

15) The Transfer Agent shall from time to time as required by the Company supply the Company with lists of Securityholders on the Register, including the name, registered address of and the number of Securities held by each such registered Securityholder, and shall likewise supply any other statements, lists, entries, information and material concerning transfers of Securities or any other matters undertaken by the Transfer Agent in its capacity as transfer agent and registrar of the Securities.

16) The Company shall appoint the Transfer Agent as its agent to tabulate proxies and votes and shall appoint employees of the Transfer Agent to act as scrutineers in connection with meetings of the Securityholders.

17) The Transfer Agent may provide further services to, or on behalf of, the Company as may be agreed upon between the Company and the Transfer Agent. Should the Transfer Agent so elect, the Transfer Agent or one of its successors, assigns or affiliates shall be entitled to provide services to reunite Securityholders with their assets, provided that the Company incurs no additional charge for such services.

18) The Transfer Agent will, at the Company's expense, maintain any additional records it considers necessary or appropriate in connection with its appointment hereunder.

19) The Company agrees to allow the Transfer Agent to use the Company's trademarks, trade names or service marks (collectively "**Trademarks**") identifying the Company as the Transfer Agent's client and for the Transfer Agent's internal and external communications in relation to the Transfer Agent's provision of the Services to the Company. The Transfer Agent will present the Company with an opportunity to approve of such use of Trademarks, in advance, in writing, which approval shall not be unreasonably withheld or delayed. The Transfer Agent acknowledges that the Company is the owner of all right, title and interest in and to all of the Trademarks and shall not take any action that is inconsistent with such ownership. Any use of Trademarks in conformity with this Section will be royalty-free.

**LIMITATIONS ON RESPONSIBILITY**

20) The Transfer Agent may use its own judgment in the performance of its duties hereunder but at any time it may in its discretion apply to the Company, to counsel for the Company or to the Company's non-Canadian counsel (such counsel to be approved by the Transfer Agent acting reasonably), at the expense of the Company, for instructions or advice to resolve any foreign law issues that may arise as a result of the Company or any other party being subject to the laws or regulations of any foreign jurisdiction.

21) The Company will fully indemnify and hold the Transfer Agent, its officers, directors, employees, agents, successors and assigns harmless from and against any and all actions and suits whether groundless or otherwise and from and against any and all losses, damages, costs, charges, counsel fees, payments, expenses and liabilities arising directly or indirectly out of its agency relationship to the Company, including without limitation as may arise out of a misrepresentation in or breach of Section 2 of this Agreement, except for any liability arising out of the gross negligence or intentional misconduct of the Transfer Agent. In the absence of gross negligence or intentional misconduct on its part, the Transfer Agent shall not be liable for any action taken, suffered, or omitted by it or for any error of judgement made by it in the performance of its duties under this Agreement. In no event will the Transfer Agent be liable for special, indirect, consequential or punitive loss or damages of any kind whatsoever (including but not limited to lost profits), even if it has advised of the possibility of such damages. Any liability of the Transfer Agent pursuant to its activities under this Agreement will be limited in the aggregate to an amount equal to thirty-six (36) times the monthly fee paid by the Company. The Transfer Agent shall be under no obligation to prosecute or defend any action or suit in respect of such agency which may cause it to incur expenses or liabilities, but will do so at the request of the Company and the Company shall on request furnish satisfactory funding and indemnity against such expenses or liabilities.

22) The Company shall notify the Transfer Agent in writing of any Tax Obligations (as defined below) in connection with services rendered under this Agreement. The Company shall direct the Transfer Agent with respect to the performance of such Tax Obligations and shall provide the Transfer Agent with the necessary funds and all information required by the Transfer Agent to fund, pay or meet such Tax Obligations. The Transfer Agent shall use reasonable efforts, based upon available information, to assist the Company with respect to any Tax Obligations. For the purpose of this section, "**Tax Obligations**" means the responsibility for payment of taxes (including related interest and penalties), withholding of taxes, certification, reporting and filing requirements.

23) The Company agrees to indemnify the Transfer Agent in connection with the services rendered under this Agreement from and against any present or future taxes (except for taxes based upon the net income of the Transfer Agent), duties, assessments or other charges of whatsoever nature imposed or levied on behalf of Canada or any province or political subdivision thereof or any authority or agency therein or thereof or any foreign authority having power to tax or sanction unless such taxes, sanctions, duties, assessments or charges are required to be deducted or withheld by law or by administration of such law by the Transfer Agent.

24) Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its reasonable control including, but not limited to Acts of God, terrorism, government restrictions and/or any other cause beyond the reasonable control of the party whose performance is affected.

**TERM AND SUCCESSION**

25) The appointment of the Transfer Agent shall be for a two (2) year term (the "**Initial Term**") and shall renew automatically for successive one (1) year terms (each such term, a "**Successive Term**"). Following the Initial Term the Company may terminate the appointment of the Transfer Agent by providing 60days notice prior to the end of a Successive Term.

Upon termination of its appointment the Company shall pay to the Transfer Agent:

a) the fees and expenses payable to the Transfer Agent and outstanding on the date of termination;

b) an amount of 15% of its last annual remuneration in connection with the registrar and transfer of the Securities only, to provide for the delivery of a certified copy of each register maintained by it hereunder together with any other Securityholder information necessary to ensure continuity of transfer agent service to the Company, or to a successor transfer agent appointed by the Company, and for the expenses of handling subsequent enquiries and correspondence that may continue to be received by the Transfer Agent, notwithstanding its termination; and

c)

Upon payment by the Company to the Transfer Agent of all monies owing to the Transfer Agent hereunder, the Transfer Agent shall deliver over to the Company, or to a successor transfer agent appointed by the Company, a certified copy of each register maintained by it hereunder together with any other Securityholder information necessary to ensure continuity of transfer agent service to the Company

The Transfer Agent may terminate this Agreement for any reason on ninety (90) days' notice to the Company. If the Agreement is being terminated for non-payment of fees, the Transfer Agent may refuse to do any work for the Company during the ninety day period unless it has been paid in full all amounts owed under this Agreement.

26) Any corporation or other entity:

(1) resulting from any merger or consolidation to which the Transfer Agent may be a party;

(2) that purchases the majority or substantially all of the transfer agency business of the Transfer Agent;

(3) is a controlled subsidiary or affiliate of the Transfer Agent; or

(4) to which a majority of the assets of the Transfer Agent used in connection with performing this Agreement are transferred while the Transfer Agent continues to act as transfer agent

shall be the successor to the Transfer Agent hereunder without any further act or formality with like effect as if such successor transfer agent had originally been named as the Transfer Agent herein.

**FEES**

27) The remuneration of the Transfer Agent for its services hereunder shall be such as may from time to time be agreed upon by the Company and the Transfer Agent. Notwithstanding such agreement, in the event that the scope of services to be provided by the Transfer Agent is increased substantially, the Company and the Transfer Agent shall negotiate in good faith to determine reasonable compensation for such additional services.

The Company shall reimburse the Transfer Agent for all expenses of stationery and legal and other out-of-pocket expenses incurred by the Transfer Agent in carrying out its duties under this Agreement.

The Company agrees to keep confidential the details of any such fee schedule or remuneration proposals or agreement it receives from the Transfer Agent.

**GENERAL**

28) All payments and notices to be made or given pursuant to this Agreement shall be made in writing and mailed by first class insured letter postage prepaid, delivered by hand or, in the case of a notice, delivered by facsimile. Any payment or notice so mailed shall be deemed to have been given and received by the addressee on the third business day next following the day on which such payment or notice is mailed; any payment or notice so delivered shall be deemed to have been given on the delivery date; and, in the case of a notice which is delivered by facsimile, such notice shall be deemed to have been given upon receipt by the sender of a confirmation of successful transmission, at the offices and to the parties at the address shown below. An original of such notice shall be mailed within 3 business days of the transmission of the notice by facsimile:

If mailed or delivered by hand to the Transfer Agent:

CIBC Mellon Trust Company
2001 University Street, Suite 2001
Montreal, Quebec
H3A 2A6

Attention: Account Manager

If delivered by facsimile to the Transfer Agent:

Facsimile No.: (514) 285-3640
Attention: Account Manager

If to the Company:

550 Sherbrooke West
West Tower, suite 250A
Montreal, Québec
H3A 1B9

Attention: Johnson Joseph, Pres. & CEO
Facsimile No.: 514 – 340-2228

29) The provisions of Sections 20, 22 and 27 shall survive the termination of this Agreement.

30) This Agreement may only be amended by written agreement of the parties.

31) If any provision of this Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of this Agreement.

32) Time shall be of the essence of this Agreement.

33) This Agreement shall be interpreted in accordance with the laws of the Province of Quebec and any actions, proceedings or claims or disputes regarding it shall be commenced in the courts of the Province of Quebec.

34) This Agreement may be signed in any number of counterparts, including by way of facsimile, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

35) No modification of or amendment to this Agreement shall be valid or binding unless set forth in writing and duly executed by all of the parties hereto. This Agreement and the schedules attached hereto represent the entire agreement between the parties with respect to the subject matter hereof.

36) The use of headings and division of sections and paragraphs is for convenience of reference only and does not affect the construction or interpretation of the agreement.

**AS WITNESS** the counter signatures of their respective officers duly authorized in that behalf.

| **CIBC MELLON TRUST COMPANY** | **PEAK POSITIONING TECHNOLOGIES INC.** |
|---|---|
| Per: M Bynoe | Per: |
| Name: Monica Bynoe | Name: Johnson Joseph |
| Title: AUTHORIZED SIGNATORY/SIGNATAIRE AUTORISÉ | Title: CEO |
| Per: | Per: |
| Name: Ronald Bourdon | Name: |
| Title: AUTHORIZED SIGNATORY/SIGNATAIRE AUTORISÉ | Title: CFO |