

## TRANSFER AGENCY AND REGISTRARSHIP AGREEMENT

THIS AGREEMENT made as of the 27th day of July, 2012.

BETWEEN:

**QUARTET RESOURCES LIMITED,**  
(the "Issuer") a company duly incorporated under the laws of Hong Kong, having its registered office in Hong Kong

OF THE FIRST PART

and

**OLYMPIA TRUST COMPANY,**  
("Olympia Trust") a trust company duly incorporated under the laws of Alberta, having an office in the City of Calgary, Alberta

OF THE SECOND PART

NOW THEREFORE, this Agreement witnesses that, in consideration of the mutual agreements contained herein and other good and valuable consideration, the sufficiency of which are hereby acknowledged by the parties hereto, the parties hereto covenant and agree as follows:

### 1. APPOINTMENT OF TRANSFER AGENT AND REGISTRAR

The Issuer hereby appoints Olympia Trust as of the date of this Agreement (the "effective date") the Transfer Agent and Registrar of its securities ("securities" herein defined as the Issuer's common shares, whereby Olympia Trust shall keep the register(s) of holders and the register(s) of transfers at its principal office in the City of Calgary and such additional cities as may be confirmed to Olympia Trust hereafter pursuant to the written direction of the Issuer. Olympia Trust hereby accepts such appointment upon the terms and conditions contained herein.

### 2. APPOINTMENT OF DIVIDEND DISBURSING AGENT

The Issuer hereby appoints Olympia Trust as Dividend Disbursing Agent to disburse dividends to the holders of the securities, which dividends may be declared from time to time on the securities. The Issuer agrees, on or before any dividend disbursement date, to provide Olympia Trust with a certified copy of the resolution of the Board of Directors of the Issuer declaring such dividends. Further, the Issuer hereby agrees to deliver to Olympia Trust, at least one business day before each dividend disbursement date, funds in an amount sufficient for the payment of such dividend. The Issuer shall deliver sufficient funds to Olympia Trust by electronic transfer or certified cheque or make such other arrangements for the provision of funds as may be acceptable between the parties. Notwithstanding the aforementioned, all payments in excess of \$25 million in Canadian dollars (or such other amount as determined from time to time by the Canadian Payments Association or by the Canadian Depository for Securities) must be made by

electronic transfer. Olympia Trust hereby accepts such appointment upon the terms and conditions contained herein.

### **3. REGISTER OF HOLDERS AND OF TRANSFERS**

Subject to any laws and government regulations in force from time to time and to any general or particular written instruction that the authorized signatories of the Issuer may from time to time give Olympia Trust, Olympia Trust shall:

- a) maintain the Issuer's register(s) of holders, register(s) of transfers, branch register of holders and branch register(s) of transfers (collectively, the "registers") and unissued securities certificates;
- b) upon payment of any applicable transfer taxes or like duties, permit transfers of securities to be made in the register(s) of transfers by holders of securities or their duly authorized agent and shall cancel certificates for securities surrendered for the purpose of such transfers;
- c) record the particulars of all transfers of securities upon the register(s) of transfers or any branch register(s) of transfers;
- d) make such entries from time to time in the register(s) as may be necessary in order that the accounts of each holder be properly and accurately kept and that transfers of securities be properly recorded; and
- e) upon the reasonable request of the Issuer and at the Issuer's expense, provide lists, statements, entries, information, material or other reasonable documents concerning transfers and other matters prepared by Olympia Trust as Transfer Agent and Registrar of the Issuer.

The Issuer agrees that on and after the effective date and so long as this Agreement is in force, it shall issue no certificates for securities without such certificates being countersigned by Olympia Trust in its capacity as Transfer Agent and Registrar.

The Issuer represents and warrants that all securities issued and outstanding as the date of this Agreement are issued as fully paid and non-assessable and that with respect to future allotments and issuances of securities, Olympia Trust shall issue and regard such securities as fully paid and non-assessable.

In the case of loss, theft or destruction of a securities certificate, the Issuer hereby authorizes and directs Olympia Trust to implement and enforce a Blanket Lost Instrument Bond Program, including the Waiver of Probate provision, provided or set out by a national insurance company (collectively, the "Program"). Further, Olympia Trust shall be authorized to determine the insurance provider for the Program from time to time. For greater certainty, before a replacement securities certificate shall be issued, the holder of such securities certificate must deliver to Olympia Trust: (a) evidence satisfactory to Olympia Trust of the loss, theft or destruction of such securities certificate; and (b) an indemnity bond issued by an insurance company licensed to do business in all provinces of Canada in a form satisfactory to Olympia Trust. If the loss or waiver exceeds the limit of the Program, the Issuer's written approval will be required before a replacement securities certificate shall be countersigned by Olympia Trust.

### **4. SIGNATORIES**

The Issuer shall deliver written confirmation to Olympia Trust (the "Certificate of Incumbency") as to all persons duly authorized to execute and deliver securities, contracts, agreements, instruments, and other documents for and on behalf of the Issuer along with certified specimens of each of their signatures. The Issuer shall deliver evidence to Olympia Trust confirming the due appointment of its signatories upon the

request by Olympia Trust. Until notified in writing by the Issuer, Olympia Trust may assume the persons and the signatures set out in the Certificate of Incumbency remain duly authorized to execute and deliver securities, contracts, agreements, instruments, and other documents for and on behalf of the Issuer, and Olympia Trust is fully protected in acting on any such securities, contracts, agreements, instruments, and other documents executed and delivered by such persons.

Olympia Trust may act upon any signature, certificate or other document believed by it to be genuine and to have been signed by the proper person or person(s) or refuse to transfer a securities certificate if it is not satisfied as to the propriety of the requested transfer (or the sufficiency of the evidence provided in support of such request) and in so doing Olympia Trust shall be held harmless by the Issuer from all liability and expense.

## **5. ADVICE OF COUNSEL AND ADVISORS**

Olympia Trust is hereby authorized, at its discretion and at the expense of the Issuer:

- a) to refer all documents or requests relating to any transfer of securities to the Issuer's legal department and at its discretion to either the Issuer's solicitors or to the solicitors for Olympia Trust for direction and advice and Olympia Trust, in so doing, shall be held harmless from any liability for any action taken by it in accordance with such instructions or advice; and
- b) to employ such counsel, consultants, experts, advisors or agents as it may reasonably require for the purpose of discharging its duties hereunder. Olympia Trust shall be entitled to act and rely upon, and shall be fully protected in acting and relying upon, the service and advice provided, and shall not be responsible for the negligent actions or misconduct of such parties.

## **6. SUB-AGENTS**

The Issuer acknowledges and agrees that Olympia Trust may, notwithstanding any other provision of this Agreement, appoint one or more agents ("sub-agents") to maintain branch register(s) of transfers. Olympia Trust shall notify the Issuer of any such sub-agents appointed.

## **7. LIMIT OF LIABILITY**

Olympia Trust shall not be liable for any action taken or omitted to be taken by Olympia Trust in connection with this Agreement, except for losses caused directly by Olympia Trust's willful misconduct, gross negligence or fraud.

Provided Olympia Trust has acted without willful misconduct, gross negligence or fraud, the Issuer shall and does hereby indemnify and save harmless Olympia Trust, its directors, officers, employees, agents and assigns (the "Indemnified Parties") from and against any and all fees and liabilities, losses, claims, damages, penalties, actions, suits, demands, costs, expenses and disbursements including legal and advisor fees and disbursements of whatever kind and nature which may at any time be imposed on, incurred by or asserted against Olympia Trust howsoever arising from or out of any act or omission of Olympia Trust pursuant to or in relation to this Agreement, whether or not such act or omission arises from the exercise of the judgement of Olympia Trust, any applicable legislation, regulation or order, or the reliance by Olympia Trust on instructions or advice given to Olympia Trust by the Issuer or instructions or advice of counsel for the Issuer or its own independent legal counsel or other advisor. The indemnity set out in this section shall survive removal or resignation of Olympia Trust and termination of this Agreement. For greater certainty, Olympia Trust shall be fully protected and held harmless by the Issuer in all cases where Olympia Trust has acted in accordance with the Issuer's instructions.

The Issuer agrees that its liability hereunder shall be absolute and unconditional regardless of the correctness of any representations of any third parties and regardless of any liability of third parties to the Indemnified Parties, and shall accrue and become enforceable without prior demand or any other precedent action or proceeding.

Olympia Trust shall be under no obligation to prosecute or defend any action or suit in respect of its agency relationship under this Agreement, but may do so at the request of the Issuer provided that the Issuer furnishes indemnity satisfactory to Olympia Trust against any liability, cost or expense which might be incurred.

The transfer of any securities may be refused by Olympia Trust until such time as it is satisfied that such securities certificate is valid, that the endorsement thereon is genuine and that the transfer requested is properly and legally authorized. Olympia Trust shall not incur any liability in: (i) refusing to effect any securities transfer which in its judgment is improper or unauthorized; or (ii) completing any securities transfer which in its judgment is proper or authorized. Further, Olympia Trust shall be entitled to treat as valid any certificate for securities purporting to have been issued by or on behalf of the Issuer prior to the date of this Agreement.

Notwithstanding any other provision of this Agreement, any liability of Olympia Trust to the Issuer hereunder shall be limited, in the aggregate, to the amount of fees paid by the Issuer to Olympia Trust under this Agreement in the twelve (12) months immediately prior to Olympia Trust receiving the first notice of the claim.

In addition to the remedies provided herein, Olympia Trust shall be entitled to any other rights and recourses it may have against the Issuer.

#### **8. PROTECTION OF TRANSFER AGENT, REGISTRAR AND DIVIDEND DISBURSING AGENT**

Olympia Trust shall:

- a) retain the right not to act and shall not be liable for refusing to act unless it has received clear documentation and/or instruction and reasonable time to give effect to such documentation and/or instruction (such documentation must not require the exercise of any discretion or independent judgment);
- b) disburse funds hereunder only to the extent that funds have been deposited with it;
- c) if any funds are received by it in the form of uncertified cheques, be entitled to delay the time for release of such funds until such uncertified cheques shall be determined to have cleared the financial institution upon which the same are drawn;
- d) incur no liability with respect to the delivery or non-delivery of any securities certificate whether delivered by hand, mail or other means;
- e) if it shall hold any amount on account of dividends or other distributable amount which is unclaimed or which cannot be paid for any reason, be under no obligation to invest or reinvest the same but shall only be obligated to hold same in a current or other non interest bearing account pending payment to the person or persons entitled thereto, and shall be entitled to retain for its own account any benefit earned by the holding of same prior to its disposition in accordance with this Agreement; and
- f) with respect to meetings of securityholders, not be liable for having relied upon or deferred to the instructions or decisions of the Issuer, its legal counsel, or the chairman of the meeting.

## 9. DOCUMENTS

The Issuer agrees that it will promptly furnish to Olympia Trust from time to time:

- a) certified copies of all constating documents, any amendments thereto and by-laws of the Issuer;
- b) certified copies of all resolutions of the Board of Directors of the Issuer allotting or providing for the issue of securities;
- c) that number of unissued securities certificates as are reasonably requested; and
- d) certified copies of any and all documents and proceedings relating to increases and reductions in the Issuer's capital, the reorganization of or change in its capital or the bankruptcy, insolvency or winding-up of the Issuer or the surrender of its charter.

## 10. CUSTODY

All securities certificates surrendered to Olympia Trust for cancellation shall be held by it for a period of ten (10) years. Olympia Trust shall not be required to hold such securities certificates after the expiry of such period and may thereafter destroy such certificates without notice to the Issuer. The Issuer agrees to instruct Olympia Trust from time to time as to the earlier disposal, if any, to be made of such securities certificates. Any storage expense incurred for retaining custody of the securities certificates and related records in connection with the services hereunder shall be at the sole expense of the Issuer.

## 11. ASSIGNMENT

This Agreement may be assigned by Olympia Trust without notice to another transfer agent and registrar if the latter is either a related party of Olympia Trust or a successor to Olympia Trust. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns.

## 12. NOTICES

Any notice or notification to be given by one party to this Agreement to the other party to this Agreement shall be in writing and delivered by hand or sent by first class mail, courier, or by facsimile transmission and shall be delivered to the following address:

If to the Issuer:

Quartet Resources Limited  
1307-8, Dominion Centre  
43-59 Queen's Road East  
Wanchai, Hong Kong  
Attention: President  
Facsimile: 2527-2229

and to the following address if to Olympia Trust:

Olympia Trust Company  
Suite 2300, 125 – 9<sup>th</sup> Avenue SE  
Calgary, Alberta T2G 0P6  
Attention: Manager, Client Services  
Corporate & Shareholder Services  
Facsimile: (403) 265-1455

or to such other address as the party to whom such notice or communication is to be given shall have last designated to the party giving the same in the manner specified herein. Any such notice or communication shall be deemed to have been given and received by the addressee: (a) if sent by first class mail, five (5) business days after posting; and (b) if sent by courier or facsimile transmission, on the business day after it is so delivered or sent.

### **13. FEES AND EXPENSES**

The Issuer shall pay Olympia Trust for its services in accordance with the existing tariff or attached schedule of fees, which fees are subject to revision by Olympia Trust from time to time during the term of this Agreement (on 60 days' written notice to the Issuer) and shall reimburse Olympia Trust for all costs and expenses, including the fees, disbursements and expenses of any sub-agents, advisors and legal counsel, if applicable, incurred for the carrying out of its duties hereunder. The current rates are shown on the accompanying Schedule "A". Without limiting the generality of the foregoing and notwithstanding any other provision of this Agreement or of any tariff or schedule of fees, the Issuer agrees to pay Olympia Trust such additional compensation, costs and expenses as are agreed between the parties to be warranted by any additional time, effort and/or responsibility incurred or expended by Olympia Trust in order to comply with any laws it may be subject to as Transfer Agent, Registrar and Dividend Disbursing Agent.

Any amount due under this section and unpaid 30 days after request for such payment will bear interest from the expiration of such period at a rate per annum equal to 2% per month, payable on demand. All amounts so payable and the interest thereon will be payable out of any assets in the possession of Olympia Trust in priority to amounts owing to any other persons.

The Issuer shall consider the fees of Olympia Trust to be confidential information to the extent that such fees are not represented by a published schedule, and shall not disclose such fees to a third party without Olympia Trust's prior written consent, save and except for disclosure as required or otherwise compelled by law.

### **14. FURTHER ASSURANCES AND CO-OPERATION**

The parties hereto shall with reasonable diligence do all such things and provide all such reasonable assurances and execute all such documents, agreements and other instruments as may reasonably be necessary or desirable for the purpose of carrying out the provisions and intent of this Agreement. The parties further acknowledge that the implementation of this Agreement will require the co-operation and assistance of each of them.

### **15. TAX**

The Issuer shall be solely responsible for all tax processing related to or arising from the duties or actions contemplated by this Agreement, including evaluation, reporting, remittance, filing, and issuance of tax slips, summaries and reports, except as is specifically delegated to Olympia Trust pursuant to this Agreement or as may be agreed subsequently in writing by the parties. Olympia Trust shall process only such tax matters as have been specifically delegated to it pursuant to this Agreement or as may be agreed subsequently, and in doing so, Olympia Trust does not undertake to carry out any inquiry, evaluation, reporting, remittance, filing or issuance of tax slips, summaries and reports necessarily incidental thereto, which shall remain the sole responsibility of the Issuer. Olympia Trust shall be entitled to rely upon and assume, without further inquiry or verification, the accuracy and completeness of any tax processing information, documentation or instructions received by Olympia Trust, directly or indirectly, from or on

behalf of the Issuer or the securityholder. It is agreed that any direction must be supplied to Olympia Trust prior to processing any entitlement or filing.

**16. COUNTERPARTS**

The Agreement may be executed in several counterparts and evidenced by a facsimile or other electronic copy of an original execution page bearing the signature of each party, each of which when so executed shall be deemed to be an original, and such counterparts or facsimile copies thereof together shall comprise one and the same instrument and, notwithstanding their date of execution, shall be deemed to bear the date as of the date first above written.

**17. FORCE MAJEURE**

Except for the payment obligations of the Issuer contained herein, neither party shall be liable to the other, or held in breach of this Agreement, if prevented, hindered, or delayed in the performance or observance of any provision contained herein by reason of act of God, riots, terrorism, acts of war, epidemics, governmental action or judicial order, earthquakes, or any other similar causes (including, but not limited to, mechanical, electronic or communication interruptions, disruptions or failures). Performance times under this Agreement shall be extended for a period of time equivalent to the time lost because of any delay that is excusable under this Section.

**18. ENTIRE AGREEMENT**

The Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties, and there are no warranties, representations or other agreements between the parties in connection with the subject matter hereof, except as specifically set forth herein. Except for such fee amendments as specifically authorized herein, no amendment, supplement, modification, waiver or termination of the Agreement shall be binding unless executed in writing by the party to be bound thereby.

**19. HEADINGS**

The insertion of headings and the division of this Agreement into Sections and Schedules are not to be considered part of this Agreement and are included solely for convenience of reference and are not intended to be full or accurate descriptions of the contents hereof.

**20. SEVERABILITY**

If any provision of this Agreement shall be held invalid or unenforceable in any jurisdiction, such invalidity or unenforceability shall attach only to such provision in such jurisdiction, and shall not in any manner affect such provision or render it invalid or unenforceable in any other jurisdiction or affect any other provision of this Agreement in such jurisdiction or any other jurisdiction.

**21. SUSPENSION OF SERVICES AND TERMINATION**

In the event the Issuer defaults in its payment obligations to Olympia Trust in accordance with the fees set out in Schedule "A" (as amended from time to time) within forty-five (45) days following the end of each month, Olympia Trust shall have the right to immediately suspend service or terminate this Agreement.

This Agreement may be terminated by either the Issuer or Olympia Trust upon 90 days' notice, in writing, being given to the other.

**22. TURNOVER OF RECORDS**

Olympia Trust shall deliver over to the Issuer or to a third party designated by the Issuer in writing the said books and records and any documents and papers connected therewith or with the business of the Issuer transacted hereunder, upon termination of this Agreement and after full execution by the Issuer of all its obligations in accordance with the terms and conditions of this Agreement, including the payment of all fees and expenses owed to Olympia Trust. A receipt signed by an authorized signatory of the Issuer shall be a valid discharge to Olympia Trust.

Upon receipt of a termination notice from the Issuer, Olympia Trust reserves the right to immediately levy, and the Issuer agrees to pay, a fee equal to 10% of the previous 12 months fees billed for all transfer agency services under this Agreement, subject to a minimum of \$1,500.00. This fee covers the cost of all requirements in the Securities Transfer Association of Canada's Guidelines Regarding Exchange of Securityholder Information and Registers, including printing final reports, providing electronic records, communicating with the successor agent, depositories and other parties and other reasonable fees related to the turnover of records. It also covers the cost of providing residual services such as receiving and researching incidental shareholder, broker, transfer agent and other inquiries, along with ongoing storage and record retention costs, etc.

**23. GOVERNING LAW**

This Agreement shall be governed by the laws of the Province of Alberta and the federal laws of Canada applicable therein. Each party accedes and submits to the jurisdiction of the courts of the Province of Alberta and all courts of appeal therefrom.

IN WITNESS WHEREOF, this Agreement has been duly executed by the parties hereto as of the effective date.

**QUARTET RESOURCES LIMITED**

per: (signed) "Michael Kahn"  
Signature  
  
Director  
Name & Title

per: (signed) "James Varanese"  
Signature  
  
Director  
Name & Title

**OLYMPIA TRUST COMPANY**

per: (signed) "Kristen Dillon"  
Signature  
  
Account Dillon  
Name & Title

per: (signed) "Jason Yee"  
Signature  
  
Corporate Administrator  
Name & Title

## **Fixed Service Fee Program for Quartet Resources Limited Schedule "A"**

Olympia Trust Company confirms its fixed service fee program for Quartet Resources Limited (the "Corporation"). Our annual fixed service fee will be \$6,250.00 (payable \$520.83 per month) and will include the following services. Services outside the scope of this fixed fee program will be provided upon request.

### **Initial Public Offering**

- Review of all documentation relating to the appointment of transfer agent and registrar
- Review and execution of initial Escrow Agreement
- Review of closing agenda and draft closing documents
- Notification to stock exchange of appointment of transfer agent and registrar and escrow trustee
- Preparation of certificates, cheques, and other related closing documents

### **Maintenance of Transfer Facilities**

- Handle all general inquiries and requirements of the issuer on a day to day basis
- Liaise with the issuer's legal counsel, auditors, underwriters, regulatory bodies, stock exchange(s) and investor relations personnel with respect to the day to day business of the issuer
- Issue securities from treasury as per issuer's treasury order direction and delivery of certificates as instructed by the issuer (up to a maximum of ten (10) certificates per direction per day. A charge of \$5.00 will be levied for each additional certificate). Excludes fees associated with rush processing and legending certificates.
- Cancel securities from treasury as per issuer's return to treasury direction
- Provide confirmation of changes in the issued and outstanding securities of issuer to the stock exchange(s)
- Annual administration of initial 2F Escrow Agreement, including transfers and releases (up to a maximum of 10 certificates per release. A charge of \$40.00 will be levied for each additional certificate)
- Maintain records and all legal documents with respect to the outstanding capital of the issuer
- Set up and maintain records with respect to the corporate history of the issuer
- Setting up, vaulting and controlling certificate inventory
- Provide verbal response to securityholder telephone inquiries
- Monthly federal anti-terrorism reporting
- Ongoing development of systems and services to meet the requirements of clients and regulatory and industry changes

### **Maintenance of Securityholder Register**

- Receipt of securities presented for transfer, assignment or splits
- Examination of items presented for transfer, assignment or splits
- Verification of the authenticity of signature guarantees
- Post canceled and issued certificates to securityholder register
- Cancel debit certificates by perforation
- Audit of data entry input
- Placement and/or removal of stop transfer notations and notification to co-agent branches
- Countersignature of issued certificates
- Production of transfer journals
- Storage of transfer journals, canceled certificates and related security transfer documentation
- Post securityholder changes of address to register
- Post securityholder option coding to register (i.e. language preference, direct deposit of dividends, securityholder classifications, dividend reinvestment, suppress mail, geographic coding, etc.)

### **Securityholder Lists, Selective Reports and Other Reporting**

- Provide capital reconciliation reports to the issuer
- Provide audit confirmation information with respect to the preparation of annual financial statements
- Provide monthly reporting of selective data as requested by the issuer
- Provide unlimited access to securityholder lists, selective reports and mailing labels

### **Mailing of Interim Financial Statements**

- Preparation of address labels of registered securityholders, supplemental mailing list and any other general mailing lists maintained by Olympia Trust
- Elimination of duplicate labels
- Coordination with mail house to schedule mailing
- Monitor receipt of quarterly report and ensure sufficient quantities are available, follow up with issuer and/or printer if necessary
- Ensure mailing is completed within prescribed deadlines

### **Annual Meeting of Securityholders and National Instrument 54-101**

- Meeting with issuer and/or its representatives to establish record, mailing and meeting dates and meeting type
- Review National Instrument 54-101 and securityholder meeting procedures and assign responsibilities
- Notification to securities commissions, stock exchange(s), and depositories of record and meeting dates
- Obtain list of intermediaries
- Preparation and mailing of search cards to intermediaries

## **Annual Meeting of Securityholders and National Instrument 54-101 (cont'd)**

- Analyze search card results and follow up, if necessary
- Communicating material mailing requirements to issuer
- Liaise with printers to arrange for delivery of materials
- Ordering proxy labels for mailing to registered securityholders and any other general mailing lists
- Liaise with mail house facilities to schedule mailing and bulk distribution to intermediaries
- Monitor receipt of annual report and proxy materials and ensure required quantities of materials are received
- Ensure mailing and bulk distribution is completed within prescribed deadlines, excluding Broadridge Canada and Broadridge USA
- Preparation of confirmation of mailing letter addressed to securities commissions, stock exchange(s) and any other regulatory body where the issuer is required to report
- Provide electronic file of confirmation of mailing letter to SEDAR filing agent
- Preparation and distribution of affidavit of mailing
- Co-ordinate the requisition of NOBO list
- Set up and maintenance of supplemental mailing list
- Set up of proxy file and proxy protocol requirements; proxy tabulation to a maximum of four hours
- Monitor proxy file to ensure quorum requirements are met, majority securityholder proxies are received and resolutions are passed
- Reporting of any discrepancies in proxy voting to issuer or its legal counsel
- Provide tabulation reports, as required
- Discuss meeting process and any special requirements with the issuer
- Preparation of proxy voting list
- Preparation of scrutineer's report and ballots
- Review chairman's script / meeting agenda
- Consultation with issuer or its legal counsel with respect to acceptance of any late proxies and ballot voting process, if necessary
- Registration of directors, officers, securityholders and guests at meeting
- Preparation of preliminary scrutineer's report with respect to total securities represented at the meeting in person or by proxy
- Preparation of final scrutineer's report and guest attendance lists

### **Other Services**

A quotation will be provided on request for special or major services not outlined in this program. i.e. corporate reorganizations, processing security exchanges, consulting services, preparation for and attendance at closings, appointment of co-transfer agents, trustee services in connection with escrow or pooling agreements, dividend disbursements, trustee services for warrant and/or special warrant issues, requisition of beneficial securityholder reporting, securityholder meetings held outside of main agent city, special securityholder meetings (if not held in conjunction with annual general meeting), conducting securityholder vote on resolution by ballot, and set up and usage of generic certificate inventory.

### **Mailing Surcharge**

A surcharge may be applied in instances where:

- materials are not delivered to mailing facility at least 24 hours prior to the scheduled mailing date
- materials require hand folding or hand stuffing

- special handling (i.e. parcel post, registered mail, courier, etc.)
- match mailings
- total number of inserts exceed six (including return envelope, if required)
- bulk distribution of materials to Broadridge Canada and Broadridge USA

### **Fees to be Charged to the Presenter upon Transfer / Split of Certificate**

- Certificate issuance fee\*
- Rejection of transfer documents
- Examination of legal documents supporting transfer
- Replacement of lost certificates
- Review of replacement documentation
- Estate transfers (probate & non-probate)
- Wire transfers
- Research of securityholder inquiries
- Placement & removal of stop transfers
- Affixing / Removal of legends to certificates
- Delivery of certificate(s)
- Rush transfer/withdrawal/deposit fees
- Rush processing fee

### **Fee Program**

The fixed service fee program is in effect from the date of closing of the initial public offering. Olympia Trust Company reserves the right to re-negotiate this fixed service fee program upon providing the Corporation with a sixty-day notice, unless the notice provision in your transfer agency agreement provides for a different notice period.

### **Expenses**

All out of pocket expenses, fees and disbursements (i.e. courier, fax, photocopy, stationery, legal fees, postage, storage of records, long distance charges) will be charged to the issuer.

Note: All fees to be charged are exclusive of GST or any value-added or analogous taxes which may be imposed by any taxing authority on any or all of the services to be provided.

\*No fee assessed to the issuer subject to a minimum certificate issuance fee of \$5.00 per certificate issued being charged to the presenter.

The above fees shall not be disclosed to any third party without Olympia's prior written consent save and except for disclosure (a) to the issuer's professional advisors, held to strict confidence; and (b) as required or otherwise compelled by law.