

Welcome to [www.evcorpassestmanagement.ca](http://www.evcorpassestmanagement.ca) (the "Site"), owned and operated by **EvCorp Asset Management Inc.** ("EAM"). All materials appearing on the Site are either owned by EAM or by third parties and are posted on the Site by virtue of a license, grant or some other form of agreement between such third party and EAM.

The Site has been created for your personal information. However, in order to access the Site or use the materials contained on the Site you must agree to abide by these Terms and Conditions and all applicable laws. Your use of the Site means that we will assume you have consented to the terms and conditions listed herein, as amended from time to time, and each time you use the Site you indicate your acknowledgement and acceptance of the Terms and Conditions. If you disagree with any of these Terms and Conditions, you should leave the Site immediately. **The information on this Site is intended for use by persons resident in Canada only. Any products or services mentioned on this Site are made available only in accordance with local law (including applicable securities laws) and only where they may be lawfully offered for sale.**

As EAM reserves the right to modify or amend these Terms and Conditions without notice at any time, it is important that this page be read on a regular basis so you are aware of any such changes.

## **1. Proprietary Rights**

All content included on the Site (including, without limitation, the design, text, graphics, trade-marks, service marks, logos, slogans and Internet domain names as well as any audio or video), and any selection or arrangement thereof (the "Content"), is the exclusive property of EAM or its licensors and is protected by international copyright, trademark, services marks, patents, or other proprietary rights and laws. Use of any such property, except as expressly authorized, shall constitute a violation of the rights of the owner of the property.

## **2. Use of Site**

EAM agrees to provide access to the Site to you solely in accordance with the Terms of Use. In consideration therefore, you shall:

- (a.) not copy, reproduce, republish, upload, post, transmit, or distribute the Content from the Site in any way whatsoever except that you have the right to download one copy of the materials on any single computer, for your personal, non-commercial use only, provided that you keep intact all copyright, trade-mark and proprietary notices;
- (b.) use the Content solely for lawful purposes;
- (c.) not interfere with the security of, or otherwise abuse the Site or any system resources, services or networks connected to or accessible through this Site;
- (d.) understand and agree that the Site, the services and the Content are provided "as is" and that EAM assumes no responsibility in connection with your use of the Site, the services or the Content provided herein;
- (e.) not interfere with or disrupt the Site, the services, the Content or servers or network connected to the Site, the services or the Content, or disobey any requirements, procedures, policies, or regulations of networks connected to the Site, the services or the Content;
- (f.) not intentionally or unintentionally violate any applicable local, provincial/state, national or international law;
- (g.) only use this Site if you are legally able to make binding contracts under applicable law;
- (h.) acknowledge that the unauthorized use of the Content may cause irreparable harm to EAM and that in the event of an unauthorized use, EAM shall be entitled to an injunction, in addition to any other remedies available at law or in equity, to prevent such irreparable harm and that the balance

of convenience in preventing such use rests with EAM.

### **3. No Solicitation and Jurisdiction**

This Site does not constitute an offering under applicable securities legislation. All potential investors should seek independent information and advice from qualified investment professionals.

### **4. No Suitability Review, No Advice**

**No Suitability.** EAM does not determine the general investment needs and objectives of the Site user or provide determinations of suitability in respect of proposed purchases or sales of any securities.

**No Advice.** EAM does not provide advice or recommendations regarding the purchase or sale of any securities. Information on the Site is for informational purposes only and is not intended to provide investment, financial, legal, accounting or tax advice and should not be relied upon in that regard.

### **5. Forward Looking Statements**

This Site may contain forward looking statements including expectations relating to returns on capital. Such statements involve significant known and unknown risks, uncertainties and other factors outside of management's control that could cause actual results to differ materially from those expressed in the forward looking statements. Neither EAM nor any of its affiliates undertakes any obligation to publicly revise such forward looking statements to reflect subsequent events or circumstances, except as required by law.

Because of the risks, uncertainties and assumptions inherent in forward looking statements, prospective investors in EAM's securities should not place any reliance on these forward looking statements.

### **6. Links to Third Party Websites**

The Site may provide, or third parties may provide, links to other world wide websites or resources. EAM has not reviewed all of the sites that are linked to its Site, and the existence of a link does not indicate any approval or endorsement of any material contained on any link. EAM is not responsible for the contents of any site linked to its Site and your connection to those linked sites is at your own risk. Because EAM has no control over such sites and resources, you acknowledge and agree that EAM is not responsible for the availability of such external sites or resources and does not endorse nor is responsible or liable for any content, advertising, products or other materials or information on or available from such sites or resources. You further acknowledge and agree that EAM shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such site or resource.

### **7. Links to the Site**

You may not link to the Site without our express written permission.

### **8. Viruses**

EAM assumes no responsibility and shall not be liable to you or to any other party for any damages to or any viruses, "Trojan horses", "worms", "cancelbots" or other harmful, disruptive or destructive files or computer programs that may infect your computer equipment or other property on account of your access to, use of or browsing on the Site or your downloading of any the Content from the Site.

### **9. Liability Disclaimer**

To the extent permitted by law, EAM hereby disclaims all liability (howsoever arising) in connection with any loss or damage, arising out of or in connection with any use of, or inability to use, all or any part of the Site, the Content or any website to which the Site is linked, or any action taken (or refrained from being taken) as a result of using any of the foregoing.

## **10. Limitation of Liability**

EAM shall not be liable for any direct, indirect, incidental, special, consequential, punitive or exemplary damages, including, but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if EAM has been advised of the possibility of such damages), in contract, tort or any other cause of action, resulting from: (i) the use or the inability to use the Site; (ii) unauthorized access to or alteration of your transmissions or data; (iii) statements posted by, or the conduct of, any third party on the Site, including, without limitation, the posting or transmission by third parties of defamatory, offensive or illegal material; or (iv) the use or reliance on any Content or matter relating to the Site. This limitation of liability applies, without limitation, to any damages or injury caused by any error, omission or other failure of performance by EAM, its affiliates and business partners; any interruption, defect or delay in operation or transmission, including communication line failure; any computer virus; and any theft, destruction or alteration of, or unauthorized access to or use of, any electronic records.

## **11. Indemnity**

You agree to indemnify, defend and hold harmless EAM and each of its officers, directors, employees, affiliates and other related entities, agents, representatives, successors and assigns from any claim or demand, including solicitor and his own client costs and fees, arising out of your use of or connection to the Site, any violation of these Terms and Conditions by you or any violation of applicable law or rights properly belonging to another party by you.

## **12. Disclaimer of Warranties and Conditions**

The Site is provided by EAM in good faith but EAM does not make any representations or warranties of any kind, express or implied, in relation to all or any part of the Site or the Content or any websites to which the Site is linked, and all warranties and representations are hereby excluded to the extent permitted by law. Further, nothing on the Site constitutes advice, nor should the Site, or any part thereof, be relied upon in making, or refraining from making, any decision. Furthermore, neither the Site or the Content contained therein are necessarily reflective of the views or policies of EAM.

You expressly understand and agree that:

- (a.) Your use of the Site is at your sole risk. The Site is provided on an “as is” and “as available” basis. EAM expressly disclaims all warranties and conditions of any kind, whether express or implied, including, but not limited to, warranties or conditions of title and non-infringement and the implied warranties of merchantability and fitness for a particular purpose.
- (b.) EAM makes no warranty that (i) the Site, the services or the Content will meet your requirements, (ii) the Site, the services or the Content will be uninterrupted, timely, secure or error-free, (iii) the results that may be obtained from your use of the Site, the services or the Content will be accurate or reliable, (iv) the quality of any products, services, information obtained by you through the Site, the services or the Content will meet your expectations, and (v) any errors in the software operating on the Site will be corrected.
- (c.) Any material downloaded or otherwise obtained through the use of the Site or the services is done at your own discretion and risk and that you will be solely responsible for any damage to your computer system or loss of data that results from the download of any such material.
- (d.) No advice or information, whether oral or written, obtained by you from the Site or through or from the services or the Content shall create any warranty or condition not expressly stated in the terms.

## **13. Exclusions and Limitations**

Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability

for incidental or consequential damages. Accordingly, some of the above limitations of may not apply to you.

#### **14. No Partnership**

The legal entity described herein is EvCorp Asset Management Inc., a body corporate incorporated pursuant to the laws of the Province of Alberta. No partnership, express or implied, exists between the corporate entities described herein, the Directors of any of the entities, or the staff of any of the entities.

#### **15. Privacy and Protection of Personal Information**

EAM respects the privacy and confidentiality of your personal information. See our Privacy Policy for further information.

#### **16. E-mail Communication**

The Site allows a user to voluntarily submit an e-mail to EAM employees or representatives in circumstances such as where the user may wish to obtain further information about EAM, the Site content or services. In those circumstances, EAM will route the user e-mail to the appropriate party and will answer the question, but no user log or record is kept nor maintained by EAM, once the question or inquiry has been answered.

Please note that the Internet is not a fully secure medium and that any e-mail messages sent may be lost, intercepted or altered, consequently we recommend that you do not include personal information in your e-mail communication with us. EAM is not liable for any damages arising from e-mail messages sent to us on the Site. With respect to any such information provided to EAM through the Site, you acknowledge and agree that:

- (a.)the information is not confidential;
- (b.)EAM has no obligation regarding such information; and
- (c.)EAM may use, reproduce and disclose such information for any purpose.

#### **17. Notice**

EAM may provide notices of changes to the terms and conditions of use or other matters by displaying notices or links on the Site or by simply posting amended terms and conditions of use on the Site. You may provide notices to EAM by email at [info@evcorpassetmanagement.ca](mailto:info@evcorpassetmanagement.ca). You are encouraged to print a copy of these terms and conditions to keep with your records and to refer back to in future.

#### **18. General**

These Terms and Conditions will be governed and interpreted in accordance with the laws of the Province of Alberta. Any dispute under these Terms and Conditions will be brought in the provincial courts of Alberta located in Edmonton, Alberta. If you use the Site from another jurisdiction, you are responsible for compliance with any and all applicable local laws. EAM makes no representation that the Site or the Contents are appropriate for users outside the Province of Alberta.

EAM reserves the right to changes these Terms and Conditions without notice at any time. Any changes will be posted to this page and it is your responsibility to ensure that you are aware of any such changes from time to time. Changes will become effective 24 hours after they are first posted and you will be deemed to have accepted any change if you continue to access the Site after that time.

These Terms and Conditions operate to the fullest extent permissible by law. If any provision of these Terms and Conditions is unlawful or unenforceable, that provision is deemed severable from these Terms and Conditions and does not affect the validity and enforceability of any remaining provisions.

ALL RIGHTS NOT EXPRESSLY GRANTED HEREIN ARE RESERVED.

*Last Updated: June 13, 2017*

© 2017 EvCorp Asset Management Inc.