

## Amendment to Master Terms and Conditions

In accordance with Section 5.10 of the Custom House Master Terms and Conditions, this serves as Notice that Custom House has amended its Master Terms and Conditions as indicated below in red text.

For questions, please contact your Custom House representative.

### Amendments

**2.1 Representations and Warranties.** The Customer represents and warrants to Custom House that:  
(c) Execution and delivery by the Customer of this Agreement, and performance of all of the Customer's obligations contemplated under this Agreement, will not violate any statute, rule, regulation, ordinance, charter, bylaw or policy applicable to the Customer. Customer hereby certifies that Customer will not discriminate against any employee or applicant for employment because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status or handicap, or any other grounds prohibited by applicable law; and

**4.2 Money Laundering.** Due to the inherent risks in transferring currency between parties located in different countries, Custom House takes extraordinary measures to ensure that it is not participating or assisting in money laundering or terrorist financing. Law enforcement and regulatory agencies may periodically inspect all Orders executed with Custom House. Therefore, parties executing Orders with Custom House should be fully aware that all information regarding Orders, accounts, and related transactions could potentially be disclosed to and reviewed by law enforcement agencies in accordance with applicable law. Customer shall comply (and shall cause Customer's officers, principals and employees to comply) with all federal, provincial and local laws and regulations applicable to Customer's business, as the same may be amended from time to time, including but not limited to: (a) provincial licensing laws; (b) anti-money laundering laws, terrorist financing laws, cash reporting requirements and Custom House's written policies and procedures (as amended from time to time) as they relate to compliance with the detection and prevention of money laundering and cash reporting requirements; (c) all applicable federal and provincial money transfer or sale of cheques laws and regulations; and (d) all applicable federal and provincial privacy laws and regulations.

**5.19 Extent of Liability.** Custom House's liability to the Customer and anyone claiming through the Customer hereunder for a breach of this agreement by Custom House shall be limited to the foreign currency value of the Order relating to the claim, determined as at the Value Date. Custom House shall not be liable for any claim of the Customer for economic loss or consequential damages. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, THE CUMULATIVE AGGREGATE LIABILITY OF CUSTOM HOUSE UNDER THIS AGREEMENT SHALL BE LIMITED TO A MAXIMUM AGGREGATE IN DIRECT DAMAGES SUFFERED IN THE AMOUNT AS CALCULATED ABOVE. IN NO EVENT SHALL CUSTOM HOUSE, OR ITS AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS BE LIABLE UNDER ANY THEORY OF TORT, CONTRACT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR LOST PROFITS, PUNITIVE, EXEMPLARY, SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR SIMILAR DAMAGES, EACH OF WHICH IS HEREBY EXCLUDED BY AGREEMENT OF THE PARTIES REGARDLESS OF WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.