

**THIS IS EXHIBIT "E" TO THE AFFIDAVIT OF  
GERALD BACHYNSKI SWORN BEFORE ME  
THIS 25<sup>TH</sup> DAY OF MARCH, 2015**

A handwritten signature in black ink, consisting of several loops and a long horizontal stroke, positioned above a solid horizontal line.

A Commissioner for taking Affidavits



## Appendix A

21-Nov-14

Party A The Toronto-Dominion Bank Toronto  
 Party B Comark Inc.

TD REF	Type	CURRENCY PAIR	BUYER	Call/Put	USD NOTIONAL AMOUNT	Call/Put	CAD NOTIONAL AMOUNT	STRIKE PRICE	KNOCK IN PRICE	CUT OFF TIME	EXPIRY DATE	DELIVERY DATE	PREMIUM AMOUNT
6612483	SMP	USD/CAD	Party B	Call	1,000,000.00	Put	1,140,000.00	1.14		NY 10 AM	11-Mar-15	12-Mar-15	0
6612484	BAR	USD/CAD	Party A	Put	1,000,000.00	Call	1,140,000.00	1.14	1.0885	NY 10 AM	11-Mar-15	12-Mar-15	0
6612485	SMP	USD/CAD	Party B	Call	1,000,000.00	Put	1,140,000.00	1.14		NY 10 AM	1-Apr-15	2-Apr-15	0
6612486	BAR	USD/CAD	Party A	Put	1,000,000.00	Call	1,140,000.00	1.14	1.0885	NY 10 AM	1-Apr-15	2-Apr-15	0
6612487	SMP	USD/CAD	Party B	Call	1,000,000.00	Put	1,140,000.00	1.14		NY 10 AM	29-Apr-15	30-Apr-15	0
6612488	BAR	USD/CAD	Party A	Put	1,000,000.00	Call	1,140,000.00	1.14	1.0885	NY 10 AM	29-Apr-15	30-Apr-15	0

Comark Inc.

by:

Name: H. Sturino  
 Title:



The Toronto-Dominion Bank  
 TD Bank Tower 2200 Fleet  
 100 King St. W.  
 Toronto, Ontario  
 M5X 1C5  
 Tel: 416-798-2602  
 Fax: 416-921-6211

Date: November 21, 2014

To: COMARK INC.  
 6789 Millcreek Drive  
 Mississauga, ON  
 L5N 5M4  
 Phone: (905) 567-7375 Ext 2128  
 Fax: (905) 567-4350

Re: Currency Option Confirmation – Our Reference No. See Appendix A

The purpose of this letter agreement (this "Confirmation") is to confirm the terms and conditions of the Currency Option entered into between us on the Trade Date specified below (the "Transaction"). This Confirmation supersedes any previous Confirmation or other communication with respect to the Transaction and evidences a complete and binding agreement between The Toronto-Dominion Bank ("TD") and Counterparty as to the terms of the Transaction.

The definitions and provisions contained in the 2006 ISDA Definitions, as published by the International Swaps and Derivatives Association, Inc. ("ISDA") (the "2006 Definitions") and in the 1998 ISDA FX and Currency Option Definitions, as published by ISDA, the Emerging Markets Traders Association and The Foreign Exchange Committee (the "FX Definitions", and together with the 2006 Definitions, the "Definitions") are incorporated by reference into this Confirmation. In the event of any inconsistency between the 2006 Definitions and the FX Definitions, the FX Definitions shall govern. In the event of any inconsistency between either set of Definitions and this Confirmation, this Confirmation will govern.

This Confirmation supplements, forms a part of, and is subject to, the ISDA Master Agreement dated as of February 07, 2014, as amended and supplemented from time to time (the "Agreement"), between you and us. All provisions contained in the Agreement govern this Confirmation except as expressly modified below.

By entering into this Transaction each party hereunder is deemed to represent and warrant to the other party that as of the Trade Date it is and will remain (a) a Qualified Party as defined under any applicable rules or orders issued by the Securities Commissions located in any Canadian province in which its head office is located or where it is conducting business, if such applicable rules or orders in the applicable jurisdictions include an exemption for Qualified Parties with respect to transacting in derivatives in those applicable jurisdictions, or (b) if such province is Quebec, an Accredited Counterparty as defined under the Derivatives Act (Quebec).

Each party represents to the other party that it is entering into this Transaction as principal (and not as agent or in any other capacity) with the full understanding of the terms, conditions and risks thereof and that it is capable of and willing to assume those risks. Counterparty acknowledges that it has received a copy from TD of the Risk Disclosure Statement annexed hereto as Annex 1, and further acknowledges that it fully understands the risks outlined in such statement.

Trade Date : November 21, 2014

Party A : THE TORONTO-DOMINION BANK, TORONTO

Party B : COMARK INC.

Option Style : European  
 Strike Price : See appendix A  
 Expiry Date & Time : See appendix A  
 Price : See appendix A  
 Notice of Exercise : Automatic  
 Premium : See appendix A  
 Premium Payment Date : See appendix A  
 Calculation Agent : The Toronto-Dominion Bank, whose calculations and determinations shall be binding in absence of manifest error.  
 Settlement Date : See appendix A  
 Account Details : To be advised

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing a copy of this Confirmation and returning it to us.

Signature on behalf of The Toronto-Dominion Bank is not required for this confirmation.

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing a copy of this Confirmation and returning it to us via fax at 416 983 9024 or via e-mail at [FxOptionsConfirmations@tdsecurities.com](mailto:FxOptionsConfirmations@tdsecurities.com)

Accepted and confirmed as of the date first written above

THE TORONTO-DOMINION BANK  
 Our Ref # - See appendix A

COMARK INC.

  
 Authorized Signature

## ANNEX I

## Risk Disclosure Statement

Foreign exchange transactions and currency options ("FX Transactions") contain a number of risks. If you are not already familiar with these risks, you should consider them carefully before undertaking any FX Transaction. FX Transactions involve market risk. At any given time subsequent to execution, an FX Transaction will normally have a market value - you will either have to make a payment, or you will be entitled to receive a payment, in order to terminate the transaction or otherwise fix or realize the rate change of such FX Transaction. Depending on the terms of the FX Transaction and market conditions, such payment could be substantial. You may be required due to changes in market value and other factors, on short notice, to pledge additional margin (if applicable) in order to maintain foreign currency positions. In the event of default, outstanding FX Transactions may be liquidated at a loss and in that event you will be liable for any shortfall. You should therefore carefully consider whether foreign exchange trading is appropriate for you in light of your financial circumstances and obtain any professional advice you deem appropriate including without limitation legal and tax advice.

When you enter into an FX Transaction with The Toronto-Dominion Bank ("TD"), you should be aware that TD will always be acting as a principal in FX Transactions and not as your agent or fiduciary, regardless of any other agreements that you have entered into for products and services from TD or TD Waterhouse, where TD or TD Waterhouse may act as your advisor. The rates and/or terms of any FX Transaction entered into by TD with you may differ from other foreign exchange transactions entered into by TD and TD may earn revenue from each FX Transaction entered into with you. It is important that you make your own independent decisions to enter into any FX Transaction and as to whether any FX Transaction is appropriate or proper for you based upon your own judgment and upon advice from such advisors as you have deemed necessary. You are not to rely on any communication (written or oral) or TD as investment advice or as a recommendation to enter into that FX Transaction; it being understood that information and explanations related to the terms and condition of an FX Transaction shall not be considered investment advice or a recommendation to enter into that Transaction, and such information will not constitute any assurance or guarantee as to the expected results of that FX Transaction.

It is important that you are capable of evaluating and understanding (on your own behalf or through independent professional advice), and understand and accept, the terms, conditions and risks of that FX Transaction, and that you are capable of assuming, and assume, the financial and other risks of that FX Transaction.



The Toronto-Dominion Bank  
 TD North Tower 5000  
 King St. W.  
 Toronto, Ontario  
 Tel 416-593-5552  
 Fax 416-927-9024

Date: November 21, 2014

To: COMARK INC.  
 6789 Millcreek Drive  
 Mississauga, ON  
 L5N 5M4  
 Phone: (905) 567-7375 Ext 2128  
 Fax: (905) 567-4350

Re: Knock-in Currency Option Confirmation – Our Reference No. See Appendix A

The purpose of this facsimile (this "Confirmation") is to set forth the terms and conditions of the "Knock-in" Currency Option (the "Transaction" or "Swap Transaction") entered into between us on the Trade Date specified below, which has features that differ from those of a standard currency option. This Confirmation supersedes any previous Confirmation or other communication with respect to the Transaction and evidences a complete and binding agreement between The Toronto-Dominion Bank ("TD") and Counterparty as to the terms of the Transaction.

The definitions and provisions contained in 2006 ISDA Definitions, as published by the International Swaps and Derivatives Association, Inc. ("ISDA") (the "Swap Definitions") and in the 1998 ISDA FX and Currency Option Definitions, as amended by the 2005 Barrier Option Supplement, as published by ISDA, the Emerging Markets Traders Association and The Foreign Exchange Committee (the "FX Definitions", and together with the Swap Definitions, the "Definitions") are incorporated by reference into this Confirmation. In the event of any inconsistency between the Swap Definitions and the 1998 Definitions, the 1998 Definitions will govern. In the event of any inconsistency between either set of Definitions and this Confirmation, this Confirmation will govern.

This Confirmation supplements, forms a part of, and is subject to, the ISDA Master Agreement dated as of February 07, 2014, as amended and supplemented from time to time (the "Agreement"), between you and us. All provisions contained in the Agreement govern this Confirmation except as expressly modified below.

By entering into this Transaction each party hereunder is deemed to represent and warrant to the other party that as of the Trade Date it is and will remain (a) a Qualified Party as defined under any applicable rules or orders issued by the Securities Commissions located in any Canadian province in which its head office is located or where it is conducting business, if such applicable rules or orders in the applicable jurisdictions include an exemption for Qualified Parties with respect to transacting in derivatives in those applicable jurisdictions, or (b) if such province is Quebec, an Accredited Counterparty as defined under the Derivatives Act (Quebec).

Each party represents to the other party that it is entering into this transaction as principal (and not as agent or in any other capacity) with the full understanding of the terms, conditions and risks thereof and that it is capable of and willing to assume those risks. Counterparty acknowledges that it has received a copy from TD of the Risk Disclosure Statement annexed hereto as Annex I, and further acknowledges that it fully understands the risks outlined in such statement.

The terms of the particular Transaction to which this Confirmation relates are as follows:

Trade Date:	November 21, 2014
Party A:	THE TORONTO-DOMINION BANK, TORONTO ("TD")
Party B:	COMARK INC. (Counterparty)



Option Style:	American Down & In
Option Type:	See Appendix A
Strike Price:	See Appendix A
Knock-in Price:	See Appendix A
Knock-in Period:	The period from and including the Trade Date to the Expiration Time on the Expiration Date
Knock-in Terms:	Notwithstanding anything contained in this Confirmation or the Definitions to the contrary, this Transaction is a Knock-in Option. The occurrence of a knock-in Transaction at any time during the knock-in Period shall be a condition precedent to the Buyer's exercise of this option.
Expiration Date:	See Appendix A
Expiration Time:	See Appendix A
Delivery Date:	See Appendix A
Notice of Exercise:	Buyer must give irrevocable notice (by telephone or Reuters Dealing) during the Exercise Period to Seller of its exercise of this Option
Premium Amount:	0.00
Premium Payment Date:	N/A
Calculation Agent:	The Toronto-Dominion Bank, Toronto whose calculations and determinations shall be binding in absence of manifest error.
<u>Account Details</u>	
Payments to Party A	N/A
Payments to Party B	N/A

Knock-in Transaction means a spot transaction in the relevant Currency Pair occurs during open hours in the Spot Market at a price that is equal to or below the Knock-in Price, as determined by TD acting in good faith and in its sole discretion.

Spot Market means the global spot foreign exchange market, which, for these purposes, shall be treated as being open continuously from 5:00 am Sydney time on a Monday in any week to 5:00 pm New York time on the Friday of that week.

TD shall promptly notify the parties hereto if the conditions precedent identified as an Exercise Term is met during the Knock-in Period. Failure to notify shall not affect such knock-in.

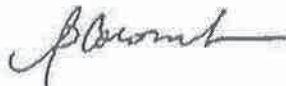
Each party represents that it is able to assess the suitability of this Currency Option independently and for itself and is not looking to the other party for any advice, nor has received any such advice.

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing a copy of this Confirmation and returning it to us via fax at 416 983 9024 or via e-mail at [FxOptionsConfirmations@tdsecurities.com](mailto:FxOptionsConfirmations@tdsecurities.com)

Yours sincerely,

Page 3 of 4

THE TORONTO-DOMINION BANK



Bryant Coronel  
Manager  
TD Securities  
FX and Derivative Documentation

---

Accepted and confirmed as of the date first written above

COMARK INC.

by:



Name:  
Title:

## ANNEX I

## Risk Disclosure Statement

Foreign exchange transactions and currency options ("FX Transactions") contain a number of risks. If you are not already familiar with these risks, you should consider them carefully before undertaking any FX Transaction. FX Transactions involve market risk. At any given time subsequent to execution, an FX Transaction will normally have a market value - you will either have to make payment, or you will be entitled to receive a payment, in order to terminate the transaction or otherwise fix or realize the rate change of such FX Transaction. Depending on the terms of the FX Transaction and market conditions, such payment could be substantial. You may be required due to changes in market value and other factors, on short notice, to pledge additional margin (if applicable) in order to maintain foreign currency positions. In the event of default, outstanding FX Transactions may be liquidated at a loss and in that event you will be liable for any shortfall. You should therefore carefully consider whether foreign exchange trading is appropriate for you in light of your financial circumstances and obtain any professional advice you deem appropriate including without limitation legal and tax advice.

When you enter into an FX Transaction with The Toronto-Dominion Bank ("TD"), you should be aware that TD will always be acting as a principal in FX Transactions and not as your agent or fiduciary, regardless of any other agreements that you have entered into for products and services from TD or TD Waterhouse, where TD or TD Waterhouse may act as your advisor. The rates and/or terms of any FX Transaction entered into by TD with you may differ from other foreign exchange transactions entered into by TD and TD may earn revenue from each FX Transaction entered into with you. It is important that you make your own independent decisions to enter into any FX Transaction and as to whether any FX Transaction is appropriate or proper for you based upon your own judgment and upon advice from such advisors as you have deemed necessary. You are not to rely on any communication (written or oral) or TD as investment advice or as a recommendation to enter into that FX Transaction; it being understood that information and explanations related to the terms and condition of an FX Transaction shall not be considered investment advice or a recommendation to enter into that Transaction, and such information will not constitute any assurance or guarantee as to the expected results of that FX Transaction.

It is important that you are capable of evaluating and understanding (on your own behalf or through independent professional advice), and understand and accept, the terms, conditions and risks of that FX Transaction, and that you are capable of assuming, and assume, the financial and other risks of that FX Transaction.

14-Aug-14

# Appendix A

14-Aug-14

Party A The Toronto-Dominion Bank Toronto  
Party B Comark Inc.

TD REF	Type	CURRENCY PAIR	BUYER	Call/Put	USD NOTIONAL AMOUNT	Call/Put	CAD NOTIONAL AMOUNT	STRIKE PRICE	KNOCK IN PRICE	CUT OFF TIME	EXPIRY DATE	DELIVERY DATE	PREMIUM AMOUNT
6523567	SMP	USD/CAD	Party B	Call	1,000,000.00	Put	1,110,000.00	1.11		NY 10 AM	18-Mar-15	19-Mar-15	0
6523568	BAR	USD/CAD	Party A	Put	1,000,000.00	Call	1,110,000.00	1.11	1.050	NY 10 AM	18-Mar-15	19-Mar-15	0
6523569	SMP	USD/CAD	Party B	Call	1,000,000.00	Put	1,110,000.00	1.11		NY 10 AM	15-Apr-15	16-Apr-15	0
6523570	BAR	USD/CAD	Party A	Put	1,000,000.00	Call	1,110,000.00	1.11	1.050	NY 10 AM	15-Apr-15	16-Apr-15	0

Comark Inc.

by:

*Yuen Suen*  
Name:  
Title: CONTROLLER

The Toronto-Dominion Bank  
 TD North Tower 26<sup>th</sup> Floor  
 77 King Street, West  
 Toronto, Ontario M5K 1A2  
 Tel: (416) 308-3692  
 Fax: (416) 308-9024

August 14, 2014

To: COMARK INC.  
 6789 Millcreek Drive  
 Mississauga, ON  
 L5N 5M4  
 Phone: (905) 567-7375 Ext 2128  
 Fax: (905) 567-4350

From: The Toronto-Dominion Bank  
 TD North Tower 26<sup>th</sup> Floor  
 77 King Street, West & Bay Street  
 Toronto, Ontario M5K 1A2  
 Canada

Attention: Currency Option Confirmations  
 Facsimile: (416) 983-9024  
 Telephone: (416) 308-3692

Re: Knock-in Currency Option Confirmation -- Our Reference No. See Appendix A

The purpose of this facsimile (this "Confirmation") is to set forth the terms and conditions of the "Knock-in" Currency Option (the "Transaction" or "Swap Transaction") entered into between us on the Trade Date specified below, which has features that differ from those of a standard currency option. This Confirmation supersedes any previous Confirmation or other communication with respect to the Transaction and evidences a complete and binding agreement between TD and Counterparty as to the terms of the Transaction.

The definitions and provisions contained in 2006 ISDA Definitions, as published by the International Swaps and Derivatives Association, Inc. ("ISDA") (the "Swap Definitions") and in the 1998 ISDA FX and Currency Option Definitions, as amended by the 2005 Barrier Option Supplement, as published by ISDA, the Emerging Markets Traders Association and The Foreign Exchange Committee (the "FX Definitions", and together with the Swap Definitions, the "Definitions") are incorporated by reference into this Confirmation. In the event of any inconsistency between the Swap Definitions and the 1998 Definitions, the 1998 Definitions will govern. In the event of any inconsistency between either set of Definitions and this Confirmation, this Confirmation will govern.

This Confirmation supplements, forms a part of, and is subject to, the ISDA Master Agreement dated as of February 07, 2014, as amended and supplemented from time to time (the "Agreement"), between you and us. All provisions contained in the Agreement govern this Confirmation except as expressly modified below.

Each party represents to the other party that it is entering into this Transaction as principal (and not as agent or in any other capacity) with the full understanding of the terms, conditions and risks thereof and that it is capable of and willing to assume those risks. Counterparty acknowledges that it has received a copy from TD of the Risk Disclosure Statement annexed hereto as Annex I, and further acknowledges that it fully understands the risks outlined in such statement.



The terms of the particular Transaction to which this Confirmation relates are as follows:

Trade Date:	August 14, 2014
Party A:	THE TORONTO-DOMINION BANK, TORONTO
Party B:	COMARK INC.
Option Style:	American Down & In
Option Type:	See Appendix A
Strike Price:	See Appendix A
Knock-in Price:	See Appendix A
Knock-in Period:	The period from and including the Trade Date to the Expiration Time on the Expiration Date
Knock-in Terms:	Notwithstanding anything contained in this Confirmation or the Definitions to the contrary, this Transaction is a Knock-in Option. The occurrence of a knock-in Transaction at any time during the knock-in Period shall be a condition precedent to the Buyer's exercise of this option.
Expiration Date:	See Appendix A
Expiration Time:	See Appendix A
Delivery Date:	See Appendix A
Notice of Exercise:	Buyer must give irrevocable notice (by telephone or Reuters Dealing) during the Exercise Period to Seller of its exercise of this Option
Premium Amount:	0.00
Premium Payment Date:	N/A
Calculation Agent:	The Toronto-Dominion Bank, Toronto whose calculations and determinations shall be binding in absence of manifest error.

Account Details

Payments to Party A	N/A
Payments to Party B	N/A

Knock-in Transaction means a spot transaction in the relevant Currency Pair occurs during open hours in the Spot Market at a price that is equal to or below the Knock-in Price, as determined by TD acting in good faith and in its sole discretion.

Spot Market means the global spot foreign exchange market, which, for these purposes, shall be treated as being open continuously from 5:00 am Sydney time on a Monday in any week to 5:00 pm New York time on the Friday of that week.

TD shall promptly notify the parties hereto if the conditions precedent identified as an Exercise Term is met during the Knock-in Period. Failure to notify shall not affect such knock-in.

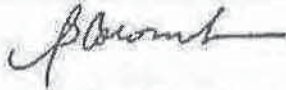
Page 3 of 4

Each party represents that it is able to assess the suitability of this Currency Option independently and for itself and is not looking to the other party for any advice, nor has received any such advice.

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing a copy of this Confirmation and returning it to us via fax at 416 983 9024 or via e-mail at [FxOptionsConfirmations@tdsecurities.com](mailto:FxOptionsConfirmations@tdsecurities.com)

Yours sincerely,

THE TORONTO-DOMINION BANK




Bryant Coronel  
Manager  
TD Securities  
FX and Derivative Documentation

---

Accepted and confirmed as of the date first written above

COMARK INC.

by:

  
Name:  
Title: CONTROLLER



## Risk Disclosure Statement

Foreign exchange transactions and currency options ("FX Transactions") contain a number of risks. If you are not already familiar with these risks, you should consider them carefully before undertaking any FX Transaction. FX Transactions involve market risk. At any given time subsequent to execution, an FX Transaction will normally have a market value - you will either have to make payment, or you will be entitled to receive a payment, in order to terminate the transaction or otherwise fix or realize the rate change of such FX Transaction. Depending on the terms of the FX Transaction and market conditions, such payment could be substantial. You may be required due to changes in market value and other factors, on short notice, to pledge additional margin (if applicable) in order to maintain foreign currency positions. In the event of default, outstanding FX Transactions may be liquidated at a loss and in that event you will be liable for any shortfall. You should therefore carefully consider whether foreign exchange trading is appropriate for you in light of your financial circumstances and obtain any professional advice you deem appropriate including without limitation legal and tax advice.

When you enter into an FX Transaction with The Toronto-Dominion Bank ("TD"), you should be aware that TD will always be acting as a principal in FX Transactions and not as your agent or fiduciary, regardless of any other agreements that you have entered into for products and services from TD or TD Waterhouse, where TD or TD Waterhouse may act as your advisor. The rates and/or terms of any FX Transaction entered into by TD with you may differ from other foreign exchange transactions entered into by TD and TD may earn revenue from each FX Transaction entered into with you. It is important that you make your own independent decisions to enter into any FX Transaction and as to whether any FX Transaction is appropriate or proper for you based upon your own judgment and upon advice from such advisors as you have deemed necessary. You are not to rely on any communication (written or oral) or TD as investment advice or as a recommendation to enter into that FX Transaction; it being understood that information and explanations related to the terms and condition of an FX Transaction shall not be considered investment advice or a recommendation to enter into that Transaction, and such information will not constitute any assurance or guarantee as to the expected results of that FX Transaction.

It is important that you are capable of evaluating and understanding (on your own behalf or through independent professional advice), and understand and accept, the terms, conditions and risks of that FX Transaction, and that you are capable of assuming, and assume, the financial and other risks of that FX Transaction.

The Toronto-Dominion Bank  
 TD 1100 Tower, 2000  
 777-1001-11  
 Toronto, Ontario  
 Tel: (416) 593-3662  
 Fax: (416) 922-0024

Date: August 14, 2014

To: COMARK INC.  
 6789 Millcreek Drive  
 Mississauga, ON  
 L5N 5M4  
 Phone: (905) 567-7375 Ext 2128  
 Fax: (905) 567-4350

Re: Currency Option Confirmation -- Our Reference No. See Appendix A

The purpose of this letter agreement (this "Confirmation") is to confirm the terms and conditions of the Currency Option entered into between us on the Trade Date specified below (the "Transaction"). This Confirmation supersedes any previous Confirmation or other communication with respect to the Transaction and evidences a complete and binding agreement between TD and Counterparty as to the terms of the Transaction.

The definitions and provisions contained in the 2006 ISDA Definitions, as published by the International Swaps and Derivatives Association, Inc. ("ISDA") (the "2006 Definitions") and in the 1998 ISDA FX and Currency Option Definitions, as published by ISDA, the Emerging Markets Traders Association and The Foreign Exchange Committee (the "FX Definitions", and together with the 2006 Definitions, the "Definitions") are incorporated by reference into this Confirmation. In the event of any inconsistency between the 2006 Definitions and the FX Definitions, the FX Definitions shall govern. In the event of any inconsistency between either set of Definitions and this Confirmation, this Confirmation will govern.

This Confirmation supplements, forms a part of, and is subject to, the ISDA Master Agreement dated as of February 07, 2014, as amended and supplemented from time to time (the "Agreement"), between you and us. All provisions contained in the Agreement govern this Confirmation except as expressly modified below. In the event of any inconsistency between the provisions of that agreement and this Confirmation, this Confirmation will prevail for the purposes of this Transaction.

By entering into this Transaction each party hereunder is deemed to represent and warrant to the other party that as of the Trade Date it is and will remain (a) a Qualified Party as defined under any applicable rules or orders issued by the Securities Commissions located in any Canadian province in which its head office is located or where it is conducting business, if such applicable rules or orders in the applicable jurisdictions include an exemption for Qualified Parties with respect to transacting in derivatives in those applicable jurisdictions, or (b) if such province is Quebec, an Accredited Counterparty as defined under the Derivatives Act (Quebec).

Each party represents to the other party that it is entering into this Transaction as principal (and not as agent or in any other capacity) with the full understanding of the terms, conditions and risks thereof and that it is capable of and willing to assume those risks. Counterparty acknowledges that it has received a copy from TD of the Risk Disclosure Statement annexed hereto as Annex I, and further acknowledges that it fully understands the risks outlined in such statement.

Trade Date : August 14, 2014  
 Party A : THE TORONTO-DOMINION BANK, TORONTO  
 Party B : COMARK INC.  
 Option Style : European  
 Strike Price : See appendix A  
 Expiry Date & Time : See appendix A  
 Price : See appendix A  
 Notice of Exercise : Automatic  
 Premium : See appendix A  
 Premium Payment Date : See appendix A  
 Calculation Agent : The Toronto-Dominion Bank, whose calculations and determinations shall be binding in absence of manifest error.  
 Settlement Date : See appendix A  
 Account Details : To be advised

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing a copy of this Confirmation and returning it to us via fax at 416 983 9024 or via e-mail at [FxOptionsOperations@tdsecurities.com](mailto:FxOptionsOperations@tdsecurities.com)

Signature on behalf of The Toronto-Dominion Bank is not required for this confirmation.

Accepted and confirmed as of the date first written above

THE TORONTO-DOMINION BANK  
 Our Ref # - See appendix A

COMARK INC.

  
 \_\_\_\_\_  
 Authorized Signature

## Risk Disclosure Statement

Foreign exchange transactions and currency options ("FX Transactions") contain a number of risks. If you are not already familiar with these risks, you should consider them carefully before undertaking any FX Transaction. FX Transactions involve market risk. At any given time subsequent to execution, an FX Transaction will normally have a market value - you will either have to make a payment, or you will be entitled to receive a payment, in order to terminate the transaction or otherwise fix or realize the rate change of such FX Transaction. Depending on the terms of the FX Transaction and market conditions, such payment could be substantial. You may be required due to changes in market value and other factors, on short notice, to pledge additional margin (if applicable) in order to maintain foreign currency positions. In the event of default, outstanding FX Transactions may be liquidated at a loss and in that event you will be liable for any shortfall. You should therefore carefully consider whether foreign exchange trading is appropriate for you in light of your financial circumstances and obtain any professional advice you deem appropriate including without limitation legal and tax advice.

When you enter into an FX Transaction with The Toronto-Dominion Bank ("TD"), you should be aware that TD will always be acting as a principal in FX Transactions and not as your agent or fiduciary, regardless of any other agreements that you have entered into for products and services from TD or TD Waterhouse, where TD or TD Waterhouse may act as your advisor. The rates and/or terms of any FX Transaction entered into by TD with you may differ from other foreign exchange transactions entered into by TD and TD may earn revenue from each FX Transaction entered into with you. It is important that you make your own independent decisions to enter into any FX Transaction and as to whether any FX Transaction is appropriate or proper for you based upon your own judgment and upon advice from such advisors as you have deemed necessary. You are not to rely on any communication (written or oral) or TD as investment advice or as a recommendation to enter into that FX Transaction; it being understood that information and explanations related to the terms and condition of an FX Transaction shall not be considered investment advice or a recommendation to enter into that Transaction, and such information will not constitute any assurance or guarantee as to the expected results of that FX Transaction.

It is important that you are capable of evaluating and understanding (on your own behalf or through independent professional advice), and understand and accept, the terms, conditions and risks of that FX Transaction, and that you are capable of assuming, and assume, the financial and other risks of that FX Transaction.

## Appendix A

Party A: The Toronto Dominion Bank  
 Party B: Comark Inc.

2-Oct-14

TD REF	Type	CURRENCY PAIR	BUYER	Call/Put	USD NOTIONAL AMOUNT	Call/Put	CAD NOTIONAL AMOUNT	STRIKE PRICE	CUT OFF TIME	EXPIRY DATE	DELIVERY DATE	PREMIUM AMOUNT
6563865	SMP	USD/CAD	Party B	Call	500,000.00	Put	555,750.00	1.1115	NY 10 AM	8-Apr-15	9-Apr-15	0
6563866	SMP	USD/CAD	Party A	Put	1,000,000.00	Call	1,111,500.00	1.1115	NY 10 AM	8-Apr-15	9-Apr-15	0
6563867	SMP	USD/CAD	Party B	Call	500,000.00	Put	555,750.00	1.1115	NY 10 AM	22-Apr-15	23-Apr-15	0
6563868	SMP	USD/CAD	Party A	Put	1,000,000.00	Call	1,111,500.00	1.1115	NY 10 AM	22-Apr-15	23-Apr-15	0
6563869	SMP	USD/CAD	Party B	Call	500,000.00	Put	555,750.00	1.1115	NY 10 AM	3-Jun-15	4-Jun-15	0
6563870	SMP	USD/CAD	Party A	Put	1,000,000.00	Call	1,111,500.00	1.1115	NY 10 AM	3-Jun-15	4-Jun-15	0
6563871	SMP	USD/CAD	Party B	Call	500,000.00	Put	555,750.00	1.1115	NY 10 AM	17-Jun-15	18-Jun-15	0
6563872	SMP	USD/CAD	Party A	Put	1,000,000.00	Call	1,111,500.00	1.1115	NY 10 AM	17-Jun-15	18-Jun-15	0

Comark Inc.



Authorized Signature





The Toronto-Dominion Bank  
 TD North Tower 26th Floor  
 77 King St. W.  
 Toronto, Ontario  
 Tel: 416-308-3692  
 Fax: 416-983-9024

Date: October 02, 2014

To: COMARK INC.  
 6789 Millcreek Drive  
 Mississauga, ON  
 L5N 5M4  
 Phone: (905) 567-7375 Ext 2128  
 Fax: (905) 567-4350

Re: Currency Option Confirmation -- Our Reference No. See Appendix A

The purpose of this letter agreement (this "Confirmation") is to confirm the terms and conditions of the Currency Option entered into between us on the Trade Date specified below (the "Transaction"). This Confirmation supersedes any previous Confirmation or other communication with respect to the Transaction and evidences a complete and binding agreement between TD and Counterparty as to the terms of the Transaction.

The definitions and provisions contained in the 2006 ISDA Definitions, as published by the International Swaps and Derivatives Association, Inc. ("ISDA") (the "2006 Definitions") and in the 1998 ISDA FX and Currency Option Definitions, as published by ISDA, the Emerging Markets Traders Association and The Foreign Exchange Committee (the "FX Definitions", and together with the 2006 Definitions, the "Definitions") are incorporated by reference into this Confirmation. In the event of any inconsistency between the 2006 Definitions and the FX Definitions, the FX Definitions shall govern. In the event of any inconsistency between either set of Definitions and this Confirmation, this Confirmation will govern.

This Confirmation supplements, forms a part of, and is subject to, the ISDA Master Agreement dated as of February 07, 2014, as amended and supplemented from time to time (the "Agreement"), between you and us. All provisions contained in the Agreement govern this Confirmation except as expressly modified below. In the event of any inconsistency between the provisions of that agreement and this Confirmation, this Confirmation will prevail for the purposes of this Transaction.

By entering into this Transaction each party hereunder is deemed to represent and warrant to the other party that as of the Trade Date it is and will remain (a) a Qualified Party as defined under any applicable rules or orders issued by the Securities Commissions located in any Canadian province in which its head office is located or where it is conducting business, if such applicable rules or orders in the applicable jurisdictions include an exemption for Qualified Parties with respect to transacting in derivatives in those applicable jurisdictions, or (b) if such province is Quebec, an Accredited Counterparty as defined under the Derivatives Act (Quebec).

Each party represents to the other party that it is entering into this Transaction as principal (and not as agent or in any other capacity) with the full understanding of the terms, conditions and risks thereof and that it is capable of and willing to assume those risks. Counterparty acknowledges that it has received a copy from TD of the Risk Disclosure Statement annexed hereto as Annex I, and further acknowledges that it fully understands the risks outlined in such statement.

The terms of the particular Transaction to which this Confirmation relates are as follows:

Trade Date : October 02, 2014

Party A : THE TORONTO-DOMINION BANK, TORONTO

Party B : COMARK INC.

Option Style : European

Strike Price : See appendix A

Expiry Date & Time : See appendix A

Price : See appendix A

Notice of Exercise : Automatic

Premium : See appendix A

Premium Payment Date : See appendix A

Calculation Agent : The Toronto-Dominion Bank, whose calculations and determinations shall be binding in absence of manifest error.

Settlement Date : See appendix A

Account Details : To be advised

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing a copy of this Confirmation and returning it to us.

Signature on behalf of The Toronto-Dominion Bank is not required for this confirmation.

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing a copy of this Confirmation and returning it to us via fax at 416 983 9024 or via e-mail at [FxOptionsConfirmations@tdsecurities.com](mailto:FxOptionsConfirmations@tdsecurities.com)

Accepted and confirmed as of the date first written above

THE TORONTO-DOMINION BANK  
Our Ref # - See appendix A

COMARK INC.

  
\_\_\_\_\_  
Authorized Signature



## ANNEX I

## Risk Disclosure Statement

Foreign exchange transactions and currency options ("FX Transactions") contain a number of risks. If you are not already familiar with these risks, you should consider them carefully before undertaking any FX Transaction. FX Transactions involve market risk. At any given time subsequent to execution, an FX Transaction will normally have a market value - you will either have to make a payment, or you will be entitled to receive a payment, in order to terminate the transaction or otherwise fix or realize the rate change of such FX Transaction. Depending on the terms of the FX Transaction and market conditions, such payment could be substantial. You may be required due to changes in market value and other factors, on short notice, to pledge additional margin (if applicable) in order to maintain foreign currency positions. In the event of default, outstanding FX Transactions may be liquidated at a loss and in that event you will be liable for any shortfall. You should therefore carefully consider whether foreign exchange trading is appropriate for you in light of your financial circumstances and obtain any professional advice you deem appropriate including without limitation legal and tax advice.

When you enter into an FX Transaction with The Toronto-Dominion Bank ("TD"), you should be aware that TD will always be acting as a principal in FX Transactions and not as your agent or fiduciary, regardless of any other agreements that you have entered into for products and services from TD or TD Waterhouse, where TD or TD Waterhouse may act as your advisor. The rates and/or terms of any FX Transaction entered into by TD with you may differ from other foreign exchange transactions entered into by TD and TD may earn revenue from each FX Transaction entered into with you. It is important that you make your own independent decisions to enter into any FX Transaction and as to whether any FX Transaction is appropriate or proper for you based upon your own judgment and upon advice from such advisors as you have deemed necessary. You are not to rely on any communication (written or oral) or TD as investment advice or as a recommendation to enter into that FX Transaction; it being understood that information and explanations related to the terms and condition of an FX Transaction shall not be considered investment advice or a recommendation to enter into that Transaction, and such information will not constitute any assurance or guarantee as to the expected results of that FX Transaction.

It is important that you are capable of evaluating and understanding (on your own behalf or through independent professional advice), and understand and accept, the terms, conditions and risks of that FX Transaction, and that you are capable of assuming, and assume, the financial and other risks of that FX Transaction.

## Appendix A

11-Nov-14

Party A The Toronto-Dominion Bank Toronto  
 Party B Comark Inc.

TD REF	Type	CURRENCY PAIR	BUYER	Call/Put	USD NOTIONAL AMOUNT	Call/Put	CAD NOTIONAL AMOUNT	STRIKE PRICE	KNOCK IN PRICE	CUT OFF TIME	EXPIRY DATE	DELIVERY DATE	PREMIUM AMOUNT
6599543	SMP	USD/CAD	Party B	Call	1,000,000.00	Put	1,150,000.00	1.15		NY 10 AM	2-Jul-15	3-Jul-15	0
6599544	BAR	USD/CAD	Party A	Put	1,000,000.00	Call	1,150,000.00	1.15	1.100	NY 10 AM	2-Jul-15	3-Jul-15	0
6599545	SMP	USD/CAD	Party B	Call	1,000,000.00	Put	1,150,000.00	1.15		NY 10 AM	15-Jul-15	16-Jul-15	0
6599546	BAR	USD/CAD	Party A	Put	1,000,000.00	Call	1,150,000.00	1.15	1.100	NY 10 AM	15-Jul-15	16-Jul-15	0

Comark Inc.

by:

Name:  
Title:



For Forward Currency Option  
 To: Party A or Party B  
 At: 11:00 AM  
 On: 11/11/2014  
 At: 11:00 AM  
 On: 11/11/2014

November 11, 2014

To: COMARK INC.  
 6789 Millcreek Drive  
 Mississauga, ON  
 L5N 5M4  
 Phone: (905) 567-7375 Ext 2128  
 Fax: (905) 567-4350

Re: Knock-in Currency Option Confirmation -- Our Reference No. See Appendix A

The purpose of this facsimile (this "Confirmation") is to set forth the terms and conditions of the "Knock-in" Currency Option (the "Transaction" or "Swap Transaction") entered into between us on the Trade Date specified below, which has features that differ from those of a standard currency option. This Confirmation supersedes any previous Confirmation or other communication with respect to the Transaction and evidences a complete and binding agreement between The Toronto-Dominion Bank ("TD") and Counterparty as to the terms of the Transaction.

The definitions and provisions contained in 2006 ISDA Definitions, as published by the International Swaps and Derivatives Association, Inc. ("ISDA") (the "Swap Definitions") and in the 1998 ISDA FX and Currency Option Definitions, as amended by the 2005 Barrier Option Supplement, as published by ISDA, the Emerging Markets Traders Association and The Foreign Exchange Committee (the "FX Definitions", and together with the Swap Definitions, the "Definitions") are incorporated by reference into this Confirmation. In the event of any inconsistency between the Swap Definitions and the 1998 Definitions, the 1998 Definitions will govern. In the event of any inconsistency between either set of Definitions and this Confirmation, this Confirmation will govern.

This Confirmation supplements, forms a part of, and is subject to, the ISDA Master Agreement dated as of February 07, 2014, as amended and supplemented from time to time (the "Agreement"), between you and us. All provisions contained in the Agreement govern this Confirmation except as expressly modified below.

By entering into this Transaction each party hereunder is deemed to represent and warrant to the other party that as of the Trade Date it is and will remain (a) a Qualified Party as defined under any applicable rules or orders issued by the Securities Commissions located in any Canadian province in which its head office is located or where it is conducting business, if such applicable rules or orders in the applicable jurisdictions include an exemption for Qualified Parties with respect to transacting in derivatives in those applicable jurisdictions, or (b) if such province is Quebec, an Accredited Counterparty as defined under the Derivatives Act (Quebec).

Each party represents to the other party that it is entering into this transaction as principal (and not as agent or in any other capacity) with the full understanding of the terms, conditions and risks thereof and that it is capable of and willing to assume those risks. Counterparty acknowledges that it has received a copy from TD of the Risk Disclosure Statement annexed hereto as Annex I, and further acknowledges that it fully understands the risks outlined in such statement.

The terms of the particular Transaction to which this Confirmation relates are as follows:

Trade Date:	November 11, 2014
Party A:	THE TORONTO-DOMINION BANK, TORONTO
Party B:	COMARK INC.

Option Style:	American Down & In
Option Type:	See Appendix A
Strike Price:	See Appendix A
Knock-in Price:	See Appendix A
Knock-in Period:	The period from and including the Trade Date to the Expiration Time on the Expiration Date
Knock-in Terms:	Notwithstanding anything contained in this Confirmation or the Definitions to the contrary, this Transaction is a Knock-in Option. The occurrence of a knock-in Transaction at any time during the knock-in Period shall be a condition precedent to the Buyer's exercise of this option.
Expiration Date:	See Appendix A
Expiration Time:	See Appendix A
Delivery Date:	See Appendix A
Notice of Exercise:	Buyer must give irrevocable notice (by telephone or Reuters Dealing) during the Exercise Period to Seller of its exercise of this Option
Premium Amount:	0.00
Premium Payment Date:	N/A
Calculation Agent:	The Toronto-Dominion Bank, Toronto whose calculations and determinations shall be binding in absence of manifest error.
<u>Account Details</u>	
Payments to Party A	N/A
Payments to Party B	N/A

Knock-in Transaction means a spot transaction in the relevant Currency Pair occurs during open hours in the Spot Market at a price that is equal to or below the Knock-in Price, as determined by TD acting in good faith and in its sole discretion.

Spot Market means the global spot foreign exchange market, which, for these purposes, shall be treated as being open continuously from 5:00 am Sydney time on a Monday in any week to 5:00 pm New York time on the Friday of that week.

TD shall promptly notify the parties hereto if the conditions precedent identified as an Exercise Term is met during the Knock-in Period. Failure to notify shall not affect such knock-in.

Each party represents that it is able to assess the suitability of this Currency Option independently and for itself and is not looking to the other party for any advice, nor has received any such advice.

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing a copy of this Confirmation and returning it to us via fax at 416 983 9024 or via e-mail at [FxOptionsConfirmations@tdsecurities.com](mailto:FxOptionsConfirmations@tdsecurities.com)

Yours sincerely,

Page 3 of 4

THE TORONTO-DOMINION BANK



Bryant Coronel  
Manager  
TD Securities  
FX and Derivative Documentation

---

Accepted and confirmed as of the date first written above

COMARK INC.

by:



Name:  
Title:



## ANNEX I

## Risk Disclosure Statement

Foreign exchange transactions and currency options ("FX Transactions") contain a number of risks. If you are not already familiar with these risks, you should consider them carefully before undertaking any FX Transaction. FX Transactions involve market risk. At any given time subsequent to execution, an FX Transaction will normally have a market value - you will either have to make payment, or you will be entitled to receive a payment, in order to terminate the transaction or otherwise fix or realize the rate change of such FX Transaction. Depending on the terms of the FX Transaction and market conditions, such payment could be substantial. You may be required due to changes in market value and other factors, on short notice, to pledge additional margin (if applicable) in order to maintain foreign currency positions. In the event of default, outstanding FX Transactions may be liquidated at a loss and in that event you will be liable for any shortfall. You should therefore carefully consider whether foreign exchange trading is appropriate for you in light of your financial circumstances and obtain any professional advice you deem appropriate including without limitation legal and tax advice.

When you enter into an FX Transaction with The Toronto-Dominion Bank ("TD"), you should be aware that TD will always be acting as a principal in FX Transactions and not as your agent or fiduciary, regardless of any other agreements that you have entered into for products and services from TD or TD Waterhouse, where TD or TD Waterhouse may act as your advisor. The rates and/or terms of any FX Transaction entered into by TD with you may differ from other foreign exchange transactions entered into by TD and TD may earn revenue from each FX Transaction entered into with you. It is important that you make your own independent decisions to enter into any FX Transaction and as to whether any FX Transaction is appropriate or proper for you based upon your own judgment and upon advice from such advisors as you have deemed necessary. You are not to rely on any communication (written or oral) or TD as investment advice or as a recommendation to enter into that FX Transaction; it being understood that information and explanations related to the terms and condition of an FX Transaction shall not be considered investment advice or a recommendation to enter into that Transaction, and such information will not constitute any assurance or guarantee as to the expected results of that FX Transaction.

It is important that you are capable of evaluating and understanding (on your own behalf or through independent professional advice), and understand and accept, the terms, conditions and risks of that FX Transaction, and that you are capable of assuming, and assume, the financial and other risks of that FX Transaction.

The Toronto-Dominion Bank  
 72 King Street West  
 Toronto, Ontario  
 M5X 1C5  
 Tel: 416 593-2000  
 Fax: 416 593-2024

Date: November 11, 2014

To: COMARK INC.  
 6789 Millcreek Drive  
 Mississauga, ON  
 L5N 5M4  
 Phone: (905) 567-7375 Ext 2128  
 Fax: (905) 567-4350

Re: Currency Option Confirmation -- Our Reference No. See Appendix A

The purpose of this letter agreement (this "Confirmation") is to confirm the terms and conditions of the Currency Option entered into between us on the Trade Date specified below (the "Transaction"). This Confirmation supersedes any previous Confirmation or other communication with respect to the Transaction and evidences a complete and binding agreement between The Toronto-Dominion Bank ("TD") and Counterparty as to the terms of the Transaction.

The definitions and provisions contained in the 2006 ISDA Definitions, as published by the International Swaps and Derivatives Association, Inc. ("ISDA") (the "2006 Definitions") and in the 1998 ISDA FX and Currency Option Definitions, as published by ISDA, the Emerging Markets Traders Association and The Foreign Exchange Committee (the "FX Definitions", and together with the 2006 Definitions, the "Definitions") are incorporated by reference into this Confirmation. In the event of any inconsistency between the 2006 Definitions and the FX Definitions, the FX Definitions shall govern. In the event of any inconsistency between either set of Definitions and this Confirmation, this Confirmation will govern.

This Confirmation supplements, forms a part of, and is subject to, the ISDA Master Agreement dated as of February 07, 2014, as amended and supplemented from time to time (the "Agreement"), between you and us. All provisions contained in the Agreement govern this Confirmation except as expressly modified below.

By entering into this Transaction each party hereunder is deemed to represent and warrant to the other party that as of the Trade Date it is and will remain (a) a Qualified Party as defined under any applicable rules or orders issued by the Securities Commissions located in any Canadian province in which its head office is located or where it is conducting business, if such applicable rules or orders in the applicable jurisdictions include an exemption for Qualified Parties with respect to transacting in derivatives in those applicable jurisdictions, or (b) if such province is Quebec, an Accredited Counterparty as defined under the Derivatives Act (Quebec).

Each party represents to the other party that it is entering into this Transaction as principal (and not as agent or in any other capacity) with the full understanding of the terms, conditions and risks thereof and that it is capable of and willing to assume those risks. Counterparty acknowledges that it has received a copy from TD of the Risk Disclosure Statement annexed hereto as Annex I, and further acknowledges that it fully understands the risks outlined in such statement.

Trade Date : November 11, 2014  
 Party A : THE TORONTO-DOMINION BANK, TORONTO  
 Party B : COMARK INC.



Option Style : European  
 Strike Price : See appendix A  
 Expiry Date & Time : See appendix A  
 Price : See appendix A  
 Notice of Exercise : Automatic  
 Premium : See appendix A  
 Premium Payment Date : See appendix A  
 Calculation Agent : The Toronto-Dominion Bank, whose calculations and determinations shall be binding in absence of manifest error.  
 Settlement Date : See appendix A  
 Account Details : To be advised

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing a copy of this Confirmation and returning it to us.

Signature on behalf of The Toronto-Dominion Bank is not required for this confirmation.

Please confirm that the foregoing correctly sets forth the terms of our agreement by executing a copy of this Confirmation and returning it to us via fax at 416 983 9024 or via e-mail at [FXOptionsConfirmations@tdsecurities.com](mailto:FXOptionsConfirmations@tdsecurities.com)

Accepted and confirmed as of the date first written above

THE TORONTO-DOMINION BANK  
 Our Ref # - See appendix A

COMARK INC.

  
 \_\_\_\_\_  
 Authorized Signature

## ANNEX I

## Risk Disclosure Statement

Foreign exchange transactions and currency options ("FX Transactions") contain a number of risks. If you are not already familiar with these risks, you should consider them carefully before undertaking any FX Transaction. FX Transactions involve market risk. At any given time subsequent to execution, an FX Transaction will normally have a market value - you will either have to make a payment, or you will be entitled to receive a payment, in order to terminate the transaction or otherwise fix or realize the rate change of such FX Transaction. Depending on the terms of the FX Transaction and market conditions, such payment could be substantial. You may be required due to changes in market value and other factors, on short notice, to pledge additional margin (if applicable) in order to maintain foreign currency positions. In the event of default, outstanding FX Transactions may be liquidated at a loss and in that event you will be liable for any shortfall. You should therefore carefully consider whether foreign exchange trading is appropriate for you in light of your financial circumstances and obtain any professional advice you deem appropriate including without limitation legal and tax advice.

When you enter into an FX Transaction with The Toronto-Dominion Bank ("TD"), you should be aware that TD will always be acting as a principal in FX Transactions and not as your agent or fiduciary, regardless of any other agreements that you have entered into for products and services from TD or TD Waterhouse, where TD or TD Waterhouse may act as your advisor. The rates and/or terms of any FX Transaction entered into by TD with you may differ from other foreign exchange transactions entered into by TD and TD may earn revenue from each FX Transaction entered into with you. It is important that you make your own independent decisions to enter into any FX Transaction and as to whether any FX Transaction is appropriate or proper for you based upon your own judgment and upon advice from such advisors as you have deemed necessary. You are not to rely on any communication (written or oral) or TD as investment advice or as a recommendation to enter into that FX Transaction; it being understood that information and explanations related to the terms and condition of an FX Transaction shall not be considered investment advice or a recommendation to enter into that Transaction, and such information will not constitute any assurance or guarantee as to the expected results of that FX Transaction.

It is important that you are capable of evaluating and understanding (on your own behalf or through independent professional advice), and understand and accept, the terms, conditions and risks of that FX Transaction, and that you are capable of assuming, and assume, the financial and other risks of that FX Transaction.

