Vendor Agreement

Between

OMEGA SECURITIES INC

and

_____

This Vendor Agreement consists of the Master Terms and Conditions
and any Schedules, Addenda, Exhibits or Attachments to the Master Terms and Conditions.
Collectively, these documents are referred to as the *"Agreement".*

By signing the Agreement both parties agree that they have read the Agreement and will be
bound by it, effective from_____. This date is referred to in the Agreement as the
"Effective Date".

OMEGA SECURITIES INC. VENDOR AGREEMENT

OMEGA ACCESS & SERVICE

We, Omega Securities Inc. ("Omega" ,"OSI", we", "us", "our" and like terms), operate electronic marketplaces for trading in Canadian equity, US Listed Equities trading in Canadian Funds and Fixed Income securities named Omega ATS and Lynx ATS .

We agree to provide you and your affiliates ("you" or "the vendor" and like terms) access to our alternative trading systems in order to:

(a) Transmit Omega Trading Data (defined below) to one or more end-users ("End-users") (the "Service"). Appendix "A" details the fee structure.

(b) Send and receive orders in Equity Securities, Fixed Income securities, Derivatives, and Over The Counter (OTC) securities ("Omega Orders")

This document and all attached appendices is a binding agreement between you and us, based the parameters set forth with-in, and shall be referred to as the "Agreement"

1. SUBSCRIBERS

"Subscribers" are customers of yours that have entered into an Omega Securities Inc. Subscriber Agreement with us and are thereby eligible to trade securities on Omega. You acknowledge that we have the right, under both our Omega Subscriber Agreement and Canadian provincial securities laws, to restrict or terminate the access of any Subscriber to Omega.

2. END-USERS

Omega ATS and or Lynx ATS Trading Data (OSI data, data) comprises all publicly available pre-trade order data and post-trade transaction data generated by trading activity on Omega or Lynx ATS. You shall comply with any limitations imposed by us on the use of Omega Trading Data. All Omega Trading Data is protected by copyright and we reserve all intellectual property rights therein. Post-trade transaction data generated by trading activity on Omega. You shall comply with any limitations imposed by us on the use of OSI Data. All OSI Data is protected by copyright and we reserve all intellectual property rights therein.

(a) You agree to maintain, and provide to OSI upon request, an accurate log of all End-Users, the scope of OSI Data provided to each End-User and the dates on which

such data was provided to them. You will base your monthly remittances to OSI on the number of End-Users listed in your log by the 15th calendar day following the end of the previous month.

(b) You will take reasonable steps to ensure that Data provided by OSI through you is used exclusively by the End-User. End-Users are prohibited from redistributing OSI data without the express written consent of OSI.

(c) OSI must approve a blank form of your end user agreement prior to its distribution. Additionally you agree to provide OSI with any changes to said agreement 30 days in advance of any changes taking effect contingent on OSI approval. Such Approval shall not be unreasonably withheld or delayed if the said agreement complies with all the requirements contained in this Agreement.

(d) OSI reserves the right to an annual Vendor audit, where-in all records regarding the number of End-Users currently subscribed to your service that receive OSI Data, Displayed or Non-Displayed, is made available to OSI within a 90 day window of the commencement of the audit. OSI will inform the Vendor of the commencement period in writing. The Vendor will then have the obligation to deliver any and all applicable materials or records at any time during the 90 day audit period. The annual audit may be conducted at any time during a given calendar year after the Effective Date of the Agreement. OSI is not required or obligated to engage in an audit, annually.

3. CONNECTIVITY

Unless otherwise agreed in writing, you, and not we, are responsible for providing and maintaining all necessary electronic communications with Omega, including, wiring, computer hardware, software, communication line access, and networking devices.

4. DATA

(a) Omega and Lynx Trading Data (OSI data, data)comprises all publicly available pre-trade order data and post-trade transaction data generated by trading activity on Omega and or Lynx ATS. You shall comply with any limitations imposed by us on the use of OSI Data. All OSI Data is protected by copyright and we reserve all intellectual property rights therein. OSI Trading Data does not include Test Data (see d below).

(b) You shall not alter the OSI Trading Data in a manner that renders it incorrect or misleading.

(c)   We and our affiliates may, in our sole discretion, resell, market, license or assign any or all Omega Trading Data to any other person, or otherwise use any or all such data as we or our affiliates see fit (subject only to our commitment to Subscribers, as set out in the Omega Subscriber Agreement, to maintain their anonymity in connection with their particular Omega orders and trades). Such uses may include order processing, trade matching, providing our clearing agent with clearing and settlement instructions, regulatory reporting, marketing and market data sales.

(d)   **Test data** is any data generated within our Global Test Environment (GTE) for development purposes, testing order behavior and confirming vendor or subscriber systems.

5.   CROSS CONNECTION(S)

A Cross-Connect is a leased physical connection (line) that is used to connect your environment with the Omega/Lynx Production/GTE environments. This maintains a single open circuit at all times, as opposed to a traditional shared connection.

(a)   Cross-Connect is a service provided by our data center(s) and is subject to a set-up fee as described in "Appendix A" of the Agreement. The Cross-Connect set up fee is charged on a per connection basis and is passed-through from the data center(s) to us, to you.

(b)   Cross-Connect is a leased physical connection provided by our data center(s) and is subject to a monthly pass-through fee charged by our data center(s) to us, to you, as described in "Appendix A" of the Agreement.

6.   SESSIONS

A market data session is defined as a connection between the vendor and Omega which is intended for transmitting order and trade information via the ITCH 3.00 protocol for the purposes of, but not limited to, building a book, consolidating into a best bid and offer feed, routing, making trading decisions, and monitoring or compliance. Once a username and password has been configured and assigned to the vendor, it is deemed to have a session. Multiple log in with the same username and password is allowed, but each individual log in will be seen and considered as separate sessions.

7.   DISPLAY AND NON-DISPLAY OMEGA TRADING DATA SESSIONS AND DISTRIBUTIO

Lynx ATS has no data fees, All fees are limited to the Omega ATS portion of OSI data.

(a)   OSI Trading Data transmitted to you for redistribution to End-Users will be subject to a per End-User fee as described in Appendix "A" of the Agreement.

(b)   OSI Trading Data transmitted to you from Omega ATS/Lynx ATS for the purpose of redistribution as part of a consolidated level 1 quote is considered to be a "CBBO Session" and is subject to a monthly charge as outlined in Appendix "A" of the Agreement. Furthermore, an additional charge will be applied on a per End-User basis as outlined in Appendix "A" of the Agreement.

(c)   OSI Data transmitted to you for the purpose of being interpreted, disseminated or quantified by an automated trading system or algorithmic trading system is considered Non-Display Omega Trading Data and is subject to a monthly charge as outlined in Appendix "A" of the agreement. Additional Port access granted for the same purpose as described above, is considered to be an "Additional Session" and is subject to a per-session monthly charge as outlined in Appendix "A" of the Agreement. Lynx ATS has no data fees.

(d)   One monthly charge is applicable to Non-Display Omega ATS Trading Data with additional fees. incurred for each individual new port access connection required to transmit the data. Additional port access is considered by Omega to be an "Additional Session" and is billed on a monthly basis in accordance with the fee schedule outlined in Appendix "A" of the Agreement.

(e)   Omega Trading Data transmitted to you for the sole purpose of providing Publicly Displayed Real-Time data through a FREE public forum such as the "world wide web" will be subject to a monthly fee as described in Appendix "A" of the Agreement

8.   PAYMENT PERIOD

(a)   Payment periods will begin on the first business day of the first calendar month after the Effective Date of the Agreement. The period between the Effective Date and the first business day of the first calendar month after the Effective Date is known as the "Grace Period". OSI will invoice you for fixed costs such as Sessions, one calendar month after the end of

the Grace Period, and every subsequent moth thereafter for the life of the Agreement. Monies collected by you for us, pertaining to End-User fees, are to be added to this invoiced amount with payment remitted to OSI. Payments are to be received by OSI no later than the thirty (30) business day after the invoice date. Payment received past this date will be considered in arrears and subject to penalty as set out in the invoice.

(b)   All monies are to be made payable to Omega Securities Inc. and are to be dated for the first business day of the calendar month.

9.   WARRANTIES

NEITHER WE NOR ANY AFFILIATE OF OURS MAKES ANY WARRANTY, REPRESENTATION OR GUARANTEE AS TO THE SEQUENCE, ACCURACY, COMPLETENESS OR TIMELINESS OF THE SERVICE OR THE OSI TRADING DATA. WITHOUT LIMITING THE FOREGOING, ALL EXPRESS OR IMPLIED, DIRECT OR INDIRECT, REPRESENTATIONS, WARRANTIES AND CONDITIONS IN RESPECT OF THE SERVICE OR THE OSI TRADING DATA ARISING OR IMPLIED BY STATUTE, COMMON LAW, CUSTOM, USAGE OF TRADE, COURSE OF PERFORMANCE, COURSE OF DEALING OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY REPRESENTATIONS OR WARRANTIES OR CONDITIONS OF MERCHANTABLE QUALITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY EXCLUDED.

There is no assurance that the Service will meet your technical requirements, be error free, or operate without interruption or delay. You acknowledge that all or portions of our Service may be unavailable from time to time.

10.   SALES AND MARKETING

(a)   The Vendor shall bear the sole responsibility of marketing the Omega Trading Data to the End-Users in part or parcel of a package that you provide to individuals.

(b)   The Vendor will not engage in any marketing or sales tactics that will reflect poorly on OSI or Omega ATS by way of unfair comparison, slander, or detrimental commentary.

(c)   As a Vendor of Omega Trading Data you have the right but not the obligation to advertise your ability to supply subscribers with Omega Trading Data. Our namesake and logo may be used in conjunction with your advertising efforts in order to promote your services as a data Vendor.

11.   REPRESENTATIONS AND WARRANTIES OF OMEGA

We represent and warrant to you that:

(a)   we are, and for the term of this Agreement will remain, duly registered in each of the provinces of Canada as a dealer carrying on the business of an "Alternative Trading System" (as defined under National Instrument 21-101 or its successor); and

(b)   to the best of our knowledge after due inquiry, use of our Service by you and the use of OSI Trading Data by any of your End-User customers shall not constitute an infringement of any patent, copyright, trademark, trade secret or other proprietary right.

12.   REPRESENTATIONS AND WARRANTIES OF VENDOR

You represent and warrant to us that:

(a)   you are registered and/or qualified in those jurisdictions where your business requires such registration and/or qualification; and

(b)   to the best of your knowledge after due inquiry, your systems and protocols used to disseminate OSI Trading Data shall not constitute an infringement of any patent, copyright, trademark, trade secret or other proprietary right.

(c)   you have, on a best efforts basis, ensured the overall security of your electronic communications, not limited to email, TCP/IP connections, FIX Protocol feed handlers, website and domain URL's and any other externally accessible electronic communication networks.

These representations and warranties shall be deemed to be made anew by you each time you use the Service.

13.   LIMITATIONS OF LIABILITY; INDEMNITY

(a)   Subject to subsections (b) and (c) below, we, on the one hand, and you, on the other hand (each being an "Indemnifying Party"), shall defend, indemnify and save the other (together with their or its shareholders, directors, officers, employees, agents, representatives and independent contractors, the "Indemnified Party") harmless of and from any loss, liability, claim, damage or expense (whether or not involving a third-party claim), including reasonable legal fees and disbursements (collectively, "Damages"), suffered by,

imposed upon or asserted against the Indemnified Party as a result of, in respect of, connected with, or arising out of, under, or pursuant to any failure by the Indemnifying Party to perform or fulfill any of its obligations under this Agreement, or any incorrectness in, or any breach of, any representation or warranty given by the Indemnifying Party contained in this Agreement.

(b)   IN NO CIRCUMSTANCES WILL AN INDEMNIFYING PARTY BE LIABLE TO AN INDEMNIFIED PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF OPPORTUNITY AND LOSS OF USE) RESULTING FROM OR ARISING OUT OF THE SERVICE, THE DISSEMINATION OF OSI TRADING DATA, OR ARISING OUT OF ANY FAILURE, BREACH, NEGLIGENCE OR DEFAULT BY IT UNDER THIS AGREEMENT, REGARDLESS OF WHETHER SUCH DAMAGES COULD HAVE BEEN FORESEEN OR PREVENTED.

(c)   We shall not be liable for any Damages arising from any failure of Omega hardware or software except if and to the extent that such is caused by our gross negligence or wilful misconduct, for which we will be liable for your Damages up to (but in no event in excess of, in the aggregate) the greater of (a) the amount of aggregate payments received from you, and (b) $25,000.

14.   CONFIDENTIALITY

(a)   **Scope of Confidentiality**. For the purposes of this Agreement, the term "Confidential Information" shall mean information about the disclosing party's business activities that is proprietary and confidential, which will include all business, financial, technical and other information of a party marked or designated as "confidential" or "proprietary," or information which, by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated as confidential. Confidential Information will not include information that: (i) is in or enters the public domain without breach of this Agreement; (ii) the receiving party lawfully receives from a third party without restriction on disclosure and without breach of a non-disclosure obligation; or (iii) the receiving party knew prior to receiving such information from the disclosing party or develops independently without reference to the Confidential Information received from the disclosing party. For greater certainty, the terms of this Agreement shall constitute our Confidential Information.

(b)   **Non-Disclosure**. Each party agrees: (i) that it will not disclose to any third party or use any Confidential Information disclosed to it by the other, except as provided in and for the purposes of this Agreement; and (ii) except as provided in this Agreement, that it will take reasonable measures to maintain the confidentiality of all Confidential Information of the other party in its possession or control.

(c)   **Permitted Disclosures**. Notwithstanding the foregoing, we and you may disclose Confidential Information: (i) to the extent required by a court of competent jurisdiction or other governmental, securities regulatory authority or other regulatory or self-regulatory organization, or otherwise as required by law or for compliance with a regulatory or self-regulatory requirements; (ii) to its legal counsel or accountants as necessary in the ordinary course of its business; (iii) on a "need-to-know" basis under an obligation of confidentiality to its banks and other financing sources and their advisors; (iv) in the event of a legal dispute between the parties; and (v) as expressly provided for elsewhere in this Agreement.

15.   TERM AND TERMINATION

(a)   The term of this Agreement shall be indefinite, provided that it may be terminated by either us or you at any time and for any reason upon 60 days prior written notice, in each case without prejudice to obligations arising prior to termination and subject to any provisions that survive termination.

(b)   We may also terminate this Agreement or suspend the operation of Omega if the marketplace is unable to continue to operate due to third party actions or we conclude that Omega's system integrity has been compromised.

(c)   In addition, we may immediately suspend or terminate the Service to you if we reasonably conclude that: (i) you have breached a material term of this Agreement (including without limitation the provisions of subsections 2(a), 4(a) or (b), 5(a) or (b), or section 9); or (ii) your system is not secure or is not able to reliably capture and retrieve the information required under Section 2(a) above.

(d)   Upon termination, you will continue to be obligated to pay fees incurred up to and including the date of termination.

(e)   Sections 8, 9,13 ,14 and 17 and shall survive termination of this Agreement.

16. AMENDMENTS

We may make any amendments to this Agreement by 30 days' prior written notice to you (unless otherwise specified in this Agreement). Your continued use of the Service following such effective date shall constitute acceptance of the amendment.

17. MISCELLANEOUS

(a) **Definitions**. In this Agreement, "Business Day" means a trading day as recognized by CDS Clearing and Depository Services Inc.; and "hereto", "herein", "hereof", "hereby", "hereunder" and similar expressions refer to this Agreement (including, for greater certainty, the attached Appendix), and not to any particular Section or other portion thereof.

(b) **Governing Law**. This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to conflicts of laws principles.

(c) **Language**. The parties confirm their express wish that this Agreement, as well as all other documents related to it, including notices, shall be drawn up in the English language only and declare themselves satisfied therewith. *Les parties aux présentes confirment leur volonté expresse de voir la présente convention de même que tous les documents, y compris tous avis, s'y rattachant, rédigés en langue anglaise seulement et s'en déclarent satisfaits*. If you are a resident of or subject to the laws of Quebec, the parties agree that this Agreement and any other contract entered into in connection with it shall be effective only upon its execution by us outside of Quebec and that, accordingly, all such agreements shall be deemed to be entered into outside of Quebec.

(d) **No Partnership**. Nothing contained in this Agreement shall make or constitute you or us the partner of the other. Neither we nor you shall owe any fiduciary duties to the other.

(e) **Notices**. Any notice, direction or other communication (collectively, "Notice") given regarding the matters contemplated by this Agreement shall be in writing. Each party consents to the use of electronic means for the delivery of all notices and other communications required or permitted to be given under this Agreement for purposes of administering this Agreement , addressed as follows:

i. to us at:

133 Richmond St. W.
Suite 302
Toronto, Ont.
M5H 2L3

Attention: President
Facsimile: (416) 981-7728
e-mail: operations@omegaats.com

ii. to you at the mailing address, facsimile and e-mail address set out on the execution page of this Agreement.

Except as provided herein, any Notice shall be validly and effectively given (i) if personally delivered, on the date and time of such delivery if such date is a Business Day and such delivery was made prior to 4:00 p.m. (local time in the place of receipt) and otherwise as of 9:00 a.m. (local time in the place of receipt) on the next Business Day, or (ii) if transmitted by facsimile, as of the time of transmission if the confirmation of transmission by the originating facsimile records a time between 9:00 a.m. and 4:00 p.m. (local time in the place of receipt) on a Business Day, and otherwise as of 9:00 a.m. (local time in the place of receipt) on the next Business Day; or (iii) if sent by e-mail transmission, as of the time when a delivery receipt is generated by the addressee's e-mail server if the delivery receipt records a time between 9:00 a.m. and 4:00 p.m. (local time in the place of receipt) on a Business Day, and otherwise as of 9:00 a.m. (local time in the place of receipt) on the next Business Day. You and we may change our address for service from time to time by providing a Notice in accordance with the foregoing, and any subsequent Notice shall be sent to such person at its changed address. Any element of a person's address that is not specifically changed in a Notice shall be deemed not to be changed. The parties consent to the use of electronic means for the delivery of all notices and other communications required or permitted to be given under this agreement for the purpose of administering this agreement.

(f) **Counterparts**. This Agreement may be executed in any number of counterparts (including by way of facsimile), and all such counterparts taken together shall be deemed to constitute one and the same instrument.

(g) **No Waiver**. No failure on the part of you or us to exercise, and no delay by you or us in exercising, any right under this Agreement shall operate as a waiver of such right; nor shall any single or partial exercise of any

right by you or us preclude any other or further exercise of the right or the exercise of any other right.

(h)   **Successors and Assigns**. This Agreement shall be binding upon and ensure to the benefit of you and us and your and our respective successors and permitted assigns. You may not assign or transfer this Agreement or any of your rights hereunder, whether directly or indirectly, to any other person without first obtaining our written consent, which consent shall not be unreasonably withheld or delayed if such assignee complies with all the requirements contained in this Agreement. We may assign and transfer all of our rights and responsibilities as operator of the Omega marketplace (including this Agreement) to any other person duly registered and qualified to operate a marketplace in Canada upon providing 30 days' prior written notice to you, whereupon in such event we shall be released from all subsequent obligations arising under this Agreement, which shall be the responsibility of the successor marketplace operator.

(i)   **Severability**. If any provision of this Agreement shall be deemed by any arbitrator, court or regulator of competent jurisdiction to be invalid or void, the remaining provisions shall remain in full force and effect.

(j)   **Force Majeure**. Neither you nor we shall be responsible to the other for non-performance or delay in performance occasioned by any causes beyond our respective control including, without limitation, acts of civil or military authorities, strikes, lockouts, embargoes, insurrections, acts of nature, acts or orders of government,

war, terrorist acts, "hacking" or cyber terrorism, or a change in applicable laws, rules, policies, regulations or regulatory or self-regulatory requirements or the enforcement thereof. In any such event, notwithstanding anything to the contrary contained herein and without limiting any other rights, we shall be entitled to terminate and unwind any or all then unsettled transactions, without any liability therefore whatsoever.

(k)   **Further Assurances**. You and we agree to co-operate with and assist the other party and take such action as may be reasonably requested by the other party to implement and carry into effect this Agreement to its full extent.

(l)   **Currency**. Unless otherwise expressly specified, all amounts referred to herein shall be denominated in Canadian dollars.

(m)   **Time of Essence.** Time shall be of the essence.

(n)   **Entire Agreement.** This Agreement constitutes the entire agreement between the parties, and supersedes all prior agreements, in respect of the subject matter described in this document.

(o)   **No Third Party Rights.** Except as expressly otherwise provided herein, no one but the parties shall be entitled to any rights under this Agreement.

DATED at _____, _____ this ____day of _____, 20____.

VENDOR NAME:

_____

By: _____

         Name: _____

         Title: _____

By: _____

         Name: _____

         Title: _____

Address: _____

                 _____

Attention: _____

Telephone: _____

Facsimile: _____

E-mail: _____

Dated at Toronto, Ontario this _____ day of _____, 20____.

OMEGA SECURITIES INC.

By: _____

         Name: _____

         Title: _____

APPENDIX "A"
FEE SCHEDULE

Omega ATS Market Data Sessions (non-display)	$450.00/Month
Omega ATS Market Data Session	$450.00/Month
Omega ATS Level 1 (Top of Book)	$2.85/End User/Month*
Omega ATS Full Depth of Book	Included in Level 1 (Top of Book)*
Omega ATS Publicly Displayed Real-Time Data**	$450.00/Month
Lynx ATS Market Data Session (non-display)	$0.00/Month
Lynx ATS Additional Sessions (non-display)	$0.00/Additional Sessions/Month
Lynx ATS Market Data Sessions	$0.00/Month
Lynx ATS Level 1 (Top of Book)	$0.00/End User/Month*
Lynx ATS Full Depth of Book	Included in Level 1 (Top of Book)*
Lynx ATS Publicly Displayed Real-Time Data**	$0.00/Month
Omega Securities Inc. Cross-Connect Set Up Charge***	$900.00
Omega Securities Inc. Cross-Connect Fee***	$200.00/Month

*Fees may change with 30 days public notice and are subject to regulatory review.

For redistribution on a **FREE public forum such as the "world wide web" where-in individuals are viewing the market data for personal use.

***Cross-Connect Set Up fee is charged on a per connection basis and is a one-time only fee passed through from our data center(s) and may be subject to change.

***Cross-Connect Fee is a monthly fee passed through from our data center(s) to us to you and may be subject to change.

Final page of Omega Securities Inc. Vendor Agreement