



KPMG Inc.
Commerce Court West
199 Bay Street, Suite 3300, Box 31
Toronto, ON M5L 1B2

Telephone: (416) 777-8500
Facsimile: (416) 777-3683
www.kpmg.ca

November 5, 2007

(investor name)
(investor address)

Dear Investor:

**Re: Portus Alternative Asset Management Inc. – Allocation and Transfer
Portus Registered Account #
Type of Plan:**



We are writing to you in our capacity as Trustee of the consolidated estate (the “**Estate**”) of Portus Alternative Asset Management Inc. and Portus Asset Management Inc., bankrupts (“**Portus**”). Please note that, unless otherwise defined in this letter, all capitalized terms used in this letter have the meanings given to them in the attached Schedule A to which you should refer.

You will recall that we wrote to you earlier this year because the Portus records show that you established a discretionary investment management account with Portus held through a Portus Registered Retirement Income Fund such as a Portus RRIF, SRIF, LIF, LRIF or PRIF (referred to in this letter and the attached documents as a “**Portus Registered Plan**”). At that time, we:

1. advised you of our efforts to facilitate an interim cash allocation (an “**Allocation**”) to all Portus investors.
2. advised you that the only asset that is held in your Portus Registered Plan is a claim against the Estate which is equal to your proportionate share of the assets of the Estate, which cannot be readily disposed of for cash.
3. described how the amount of the Allocation to which you are entitled (an “**Individual Entitlement**”) would first be used to pay you all of the outstanding minimum amounts (the “**Minimum Amounts**”) which the *Income Tax Act* (Canada) requires the trustee of a registered retirement savings plan (“**RRIF**”) to make to a RRIF annuitant.
4. indicated that if your Individual Entitlement exceeds the Minimum Amounts that are owing to you, you would be required to designate an alternative RRIF sponsored by an issuer other than Portus (an “**Alternative Registered Plan**”) and to confirm such designation to us in writing before the excess amount that is owing to you can be allocated.



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Enclosed is a package containing the following documents:

- *Direction and Release*
- *Alternative Registered Plan Designation Form*
- *Deceased or Incapable Person's Registered Plan Form*

Please note that:

- **If you are a Registered Plan Investor, you must complete and return the enclosed documents as described in greater detail below.**
- **If you did not invest funds with Portus and are therefore not a Registered Plan Investor, but you are related or connected to someone who did, you are required to complete only one of the enclosed documents to assist us with an assessment of your entitlement, if any, to participate in any Allocation. You should therefore review carefully the instructions that are set out below and then complete and return only the document or documents that are applicable to you.**

1. Registered Plan Investors

If you are a Registered Plan Investor and your Individual Entitlement is greater than your Minimum Amounts by \$500, you must:

- (a) complete one of the enclosed *Direction and Release*, and
- (b) designate an Alternative Registered Plan by completing one of the enclosed *Alternative Registered Plan Designation Forms*.

On the *Alternative Registered Plan Designation Form* you must complete Part 1 and have the Receiving Financial Institution complete Part 2. Please note that, **subject to applicable pension standards legislation**, your Alternative Registered Plan must be comparable to your Portus Registered Plan. See Exhibit B of the *Alternative Registered Plan Designation Form* for additional instructions regarding the completion of the *Alternative Registered Plan Designation Form*. **Please note that any Allocation from the Estate, net of the Minimum Amounts, will be made to the Alternative Registered Plan designated in the Alternative Registered Plan Designation Form, unless you advise us otherwise in writing.**

Please send your executed *Direction and Release* and the *Alternative Registered Plan Designation Form* on which Parts 1 and 2 have been duly completed by courier or mail to Portus Trustee in Bankruptcy, Suite 810, 4 King Street West, Toronto, ON M5H 1B6. **Please return the completed document to us no later than December 7, 2007, otherwise your Allocation may be delayed.**



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Once we have received your executed *Direction and Release* and the *Alternative Registered Plan Designation Form* on which Part 1 has been duly completed by you and Part 2 has been duly completed by the receiving financial institution, we will pay the remainder of your Individual Entitlement to your Portus Registered Plan and then transfer the funds received by your Portus Registered Plan from your Portus Registered Plan to your Alternative Registered Plan.

2. Individuals Who Did NOT Invest Funds with Portus

If you received this letter and you did NOT invest funds with Portus, do NOT complete the enclosed *Direction and Release* or *Alternative Registered Plan Designation Form*.

Instead, if you are related or connected to someone who made such an investment and who is now deceased or incapable, please complete the enclosed *Deceased or Incapable Person's Registered Plan Form* and send it by courier or mail to Portus Trustee in Bankruptcy, Suite 810, 4 King Street West, Toronto, ON M5H 1B6. **Please return your completed *Deceased or Incapable Person's Registered Plan Form* to us no later than December 7, 2007.** Once we receive your *Deceased or Incapable Person's Registered Plan Form*, we will contact you regarding your entitlement, if any, to participate in an Allocation.

We invite you to contact us by calling the KPMG Portus Call Centre at 1-866-260-5439 if you should have any questions in relation to any of the matters addressed by this letter or in relation to the completion of the enclosed documents. We also encourage you to discuss such matters with your legal or financial advisor.

Finally, please note that additional copies of the enclosed documents are available on the Portus web site at www.portusgroup.ca.

Yours truly,

KPMG Inc., in its capacity as Trustee of the Consolidated Estate of Portus Alternative Asset Management Inc. and Portus Asset Management Inc., bankrupts.

Per:

I. George Gutfreund
Vice President



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Schedule A – List of Defined Terms

“**KPMG**” means KPMG Inc., in its capacity as Trustee of the Estate, the agent of Concentra Trust, or the agent of a Registered Plan Investor.

“**LIF**” means a locked-in income fund.

“**Receiving Financial Institution**” means the issuer of the Alternative Registered Plan.

“**Registered Plan Investor**” means a person who invested funds with Portus through a Portus Registered Plan.

“**LRIF**” means a locked-in retirement income fund.

“**PRIF**” means a prescribed registered retirement income fund.

“**SRIF**” means a Portus RRIF to which funds were transferred from a registered retirement savings plan to which the Registered Plan Investor’s spouse or common law partner contributed.

Interim Allocation: **RRIF** Direction and Release

DIRECTION AND RELEASE

Instructions

If you are a person who invested funds with Portus Alternative Asset Management Inc. through a Portus Registered Plan (i.e. a Registered Plan Investor), you must complete this *Direction and Release* and send it by courier or mail to Portus Trustee in Bankruptcy, Suite 810, 4 King Street West, Toronto, ON M5H 1B6. Please ensure that you write the account number for your Portus Registered Plan on page 3 of this *Direction and Release*.

If you received this *Direction and Release* and you did NOT invest funds with Portus Alternative Asset Management Inc., but you are related or connected to someone who made such an investment and who is now deceased or incapable, do NOT complete this *Direction and Release*. Instead, please complete the enclosed *Deceased or Incapable Person's Registered Plan Form* and send the original by courier or mail to Portus Trustee in Bankruptcy, Suite 810, 4 King Street West, Toronto, ON M5H 1B6.

Please note that additional copies of the enclosed documents are available on the Portus website at www.portusgroup.ca.

TO: KPMG Inc. and Concentra Trust

1. In paragraphs 2, 3, 4 and 5 of this *Direction and Release*, “**I**”, “**me**” or “**my**” means the undersigned, a Registered Plan Investor, and “**you**” or “**your**” means KPMG Inc. and Concentra Trust and their respective successors and assigns.

In addition,

“**Alternative Registered Plan**” means a RRIF, SRIF, LIF, LRIF or PRIF that is sponsored by an issuer other than Portus.

“**Concentra**” means Concentra Trust, formerly Cooperative Trust Company of Canada, in its capacity as trustee of Portus Registered Plans.

“**Estate**” means the estate of Portus, a bankrupt.

“**KPMG**” means KPMG Inc., in its capacity as Trustee of the Estate, the agent of Concentra, or the agent of a Registered Plan Investor.

“**LIF**” means a life income fund.

“**LRIF**” means a locked-in retirement income fund.

“**Minimum Amount**” means the minimum amount that is computed with reference to a formula that is prescribed by the *Income Tax Act* (Canada) and that a trustee of a RRIF, SRIF, LIF, LRIF or PRIF is required to distribute each year to the annuitant of a RRIF, SRIF, LIF, LRIF or PRIF in accordance with the *Income Tax Act* (Canada).

“**Portus**” means Portus Alternative Asset Management Inc. and Portus Asset Management Inc.

“**Portus Registered Plan**” means a Portus Registered Retirement Income Fund (i.e. a Portus RRIF, SRIF, LIF, LRIF or PRIF).

“**PRIF**” means a prescribed retirement income fund.

“**Registered Plan Investor**” means a person who invested funds with Portus through a Portus Registered Plan.

“**RRIF**” means a registered retirement income fund.

“**SRIF**” means a RRIF, the assets of which were transferred from a registered retirement savings plan to which the Registered Plan Investor’s spouse or common law partner contributed.

2. I hereby represent and warrant that I have established an Alternative Registered Plan that is comparable to my Portus Registered Plan, subject to applicable pension standards legislation.
3. An original copy of my *Alternative Registered Plan Designation Form*, on which Part 1 has been duly completed by me and Part 2 has been duly completed by the Receiving Financial Institution, is attached.
4. I hereby direct you to:
 - (a) pay the proceeds of any cash allocation from the Estate, to which I am entitled, to my Portus Registered Plan; and
 - (b) transfer the funds received by my Portus Registered Plan, less the Minimum Amount(s) paid to me, from my Portus Registered Plan to my Alternative Registered Plan.
5. I hereby acknowledge and agree that:
 - (a) unless and until I provide you with written notice to the contrary, the representations, warranties and directions that have been provided by me pursuant to this *Direction and Release* are binding upon me and you are therefore authorized and entitled to rely upon, and follow, such representations, warranties and directions, as the case may be;

- (b) my execution of this *Direction and Release* releases and forever discharges you, and any and all corporations associated with, or related to, you, and your and their respective directors, officers, shareholders, employees and agents from any and all actions, causes of action, claims (contractual, statutory or otherwise), demands, obligations, covenants, losses, damages, costs, expenses and liabilities of any nature or kind that may be made by me as a direct or indirect result of any and all actions, steps and proceedings taken by you for the purpose of implementing the directions provided by me pursuant to this *Direction and Release*;
- (c) any and all funds that are paid by you to my Portus Registered Plan in accordance with the directions that have been provided by me pursuant to this *Direction and Release* are in satisfaction of my claim against the Estate and thereby serve to reduce the amount of my claim accordingly;
- (d) I have been encouraged and have had a reasonable opportunity to seek independent legal and financial advice with respect to this *Direction and Release* and the *Alternative Registered Plan Designation Form*, and I fully understand these documents; and
- (e) this *Direction and Release* and my *Alternative Registered Plan Designation Form* will enure to the benefit of and be binding upon me and my respective heirs, executors, administrators, legal personal representatives, successors and assigns.

Dated this _____ day of _____, 2007.

SIGNED in the presence of

Signature (Witness)

Signature (Registered Plan Investor)

Name (Witness)
(please print)

Name (Registered Plan Investor)
(please print)

The account number for my Portus Registered Plan is: _____.

Interim Allocation: RRIF
Alternative Registered Plan Designation Form

ALTERNATIVE REGISTERED PLAN DESIGNATION FORM

Instructions

Capitalized terms that are used in this form have the meanings given to them in the attached **Exhibit A**.

If you are a person who invested funds with Portus Alternative Asset Management Inc. through a Portus Registered Plan (i.e. a Registered Plan Investor), this *Alternative Registered Plan Designation Form* must be completed by you in order to participate in any Allocation which is greater than the Minimum Amounts. Please check the boxes that apply to you in Part 1, have the Receiving Financial Institution complete Part 2 and then send this *Alternative Registered Plan Designation Form*, on which Part 1 has been duly completed by you and Part 2 has been duly completed by the Receiving Financial Institution, by courier or mail to Portus Trustee in Bankruptcy, Suite 810, 4 King Street West, Toronto, ON M5H 1B6. Please note that your Alternative Registered Plan must be comparable to your Portus Registered Plan, subject to applicable pension standards legislation. See the attached **Exhibit B** for additional instructions regarding the completion of this *Alternative Registered Plan Designation Form*.

If you are a person who did NOT invest funds with Portus through a Portus Registered Plan, do NOT complete this form. Instead, if you are related or connected to someone who made such an investment and who is now deceased or incapable, please complete the enclosed *Deceased or Incapable Person's Registered Plan Form* and send the original by courier or mail to Portus Trustee in Bankruptcy, Suite 810, 4 King Street West, Toronto, ON M5H 1B6.

If you invested funds through more than one Portus Registered Plan (e.g., a RRIF and a LIF), you should have received more than one package and must complete the *Direction and Release* and the *Alternative Registered Plan Designation Form* for each plan.

Please note that additional copies of the enclosed documents are available on the Portus website at www.portusgroup.ca.

Part 1 – To be Completed by Registered Plan Investor

1. Registered Plan Investor Information

Last Name:		First Name and Initials:	
Address:			
City:		Province:	Postal Code:
Social Insurance Number:		Home Telephone Number:	Business Telephone Number:

2. Portus Registered Plan

I am the Registered Plan Investor of a	Account Number
<input type="checkbox"/> RRIF	
<input type="checkbox"/> SRIF	
<input type="checkbox"/> LIF	
<input type="checkbox"/> LRIF	
<input type="checkbox"/> PRIF	

If my Portus Registered Plan is a SRIF, the name and social insurance number of my contributing spouse or common law partner are as follows:

Contributing Spouse or Common Law Partner		
Last Name:	First Name:	Social Insurance Number:

3. Description of Amount to be Transferred

Please transfer any Allocation which represents part of the property of my RRIF, SRIF, LIF, LRIF or PRIF identified above in Section 2 of Part 1, less any Minimum Amount(s) paid to me, to my Alternative Registered Plan identified in Section 1 of Part 2.

I acknowledge that my Alternative Registered Plan is comparable to my Portus Registered Plan, subject to applicable pension standards legislation.

Signature (Registered Plan Investor)

Date

Name (Registered Plan Investor)
(please print)

Part 2 – To be Completed by Receiving Financial Institution

Receiving Financial Institution Name:		Contact Name:	
Address:			
City:		Province:	Postal Code:
Telephone Number:		Fax Number:	
Make Cheque Payable To:			

1. We agree to the above request for a direct transfer of funds. When we receive the funds, we will credit them to the Registered Plan Investor under the following Alternative Registered Plan:

Receiving Financial Institution's Account Number: _____

Type of Plan: RRIF SRIF LIF LRIF PRIF

Canada Revenue Agency Specimen Plan Number: _____
(e.g., "RIF 1234")

2. We confirm that the Alternative Registered Plan is registered under the *Income Tax Act* (Canada).
3. We confirm that, where required under the applicable pension standards legislation, our name and, if required, the Alternative Registered Plan name and number, appear on the relevant list of approved financial institutions.
4. If the transferred funds are locked-in funds, we agree that we will administer the Alternative Registered Plan in accordance with the applicable pension standards legislation.

Signature (Authorized Person)

Position or Office

Date

Name (Authorized Person)
(please print)

Part 3 – To be Completed by KPMG

1. We confirm that any Allocation that is made to the Portus Registered Plan identified in Section 2 of Part 1, less any Minimum Amount(s) paid to the Registered Plan Investor, will be transferred from the Portus Registered Plan to the Alternative Registered Plan identified in Section 1 of Part 2 of this *Alternative Registered Plan Designation Form*.
2. We confirm that we will pay to the Registered Plan Investor the Minimum Amount for the year.
3. Does the Portus Registered Plan contain locked-in funds?
 Yes No

If yes, the Receiving Financial Institution must continue to administer the locked-in funds as a locked-in amount, as required by the _____
(specify the governing pension standards legislation).

Signature (Authorized Person)

Position or Office

Date

Name (Authorized Person)
(please print)

Exhibit A

Definitions

“**Alternative Registered Plan**” means a RRIF, SRIF, LIF, LRIF or PRIF that is sponsored by an issuer other than Portus.

“**Concentra**” means Concentra Trust, formerly Cooperative Trust Company of Canada, in its capacity as trustee of Portus Registered Plans.

“**Allocation**” means any Allocation of cash from the Estate.

“**Estate**” means the estate of Portus, a bankrupt.

“**KPMG**” means KPMG Inc., in its capacity as Trustee of the Estate, the agent of Concentra, or the agent of a Registered Plan Investor.

“**LIF**” means a life income fund.

“**LRIF**” means a locked-in retirement income fund.

“**Minimum Amount**” means the minimum amount that is computed with reference to a formula that is prescribed by the *Income Tax Act* (Canada) and that a trustee of a RRIF, SRIF, LIF, LRIF or PRIF is required to distribute each year to the annuitant of a RRIF, SRIF, LIF, LRIF or PRIF in accordance with the *Income Tax Act* (Canada).

“**Portus**” means Portus Alternative Asset Management Inc. and Portus Asset Management Inc.

“**Portus Registered Plan**” means a Portus Registered Retirement Income Fund (i.e. a Portus RRIF, SRIF, LIF, LRIF or PRIF).

“**PRIF**” means a prescribed retirement income fund.

“**Receiving Financial Institution**” means the issuer of the Alternative Registered Plan.

“**Registered Plan Investor**” means a person who invested funds with Portus through a Portus Registered Plan.

“**RRIF**” means a registered retirement income fund.

“**SRIF**” means a RRIF, the assets of which were transferred from a registered retirement savings plan to which the Registered Plan Investor’s spouse or common law partner contributed.

Exhibit B

Instructions for Completion of Alternative Registered Plan Designation Form

Part 1

The Registered Plan Investor is to complete and sign Part 1 only. The Registered Plan Investor is then to deliver the Form to the Receiving Financial Institution for its completion of Part 2.

Part 2

The Receiving Financial Institution is to complete and sign Part 2 of the Form received from the Registered Plan Investor. The Receiving Financial Institution is then to return the Form, with Part 2 completed and signed, to the Registered Plan Investor. The Registered Plan Investor is then to send the completed Direction and Release and the Form by courier or mail to:

Portus Trustee in Bankruptcy
Suite 810, 4 King Street West
Toronto, ON
M5H 1B6

Part 3

KPMG will complete and sign Part 3 of the Form. KPMG will keep the original completed Form, deliver one copy of the completed Form to the Registered Plan Investor and deliver one copy of the completed Form to the Receiving Financial Institution along with the funds being transferred.

Interim Allocation: RRIF
Deceased or Incapable Person's Registered Plan Form

DECEASED OR INCAPABLE PERSON'S REGISTERED PLAN FORM

Instructions

If you are a person who did NOT invest funds with Portus Alternative Asset Management Inc., but you are related or connected to someone who made such an investment and who is now deceased or incapable, please complete this Form and send your completed Form by courier or mail to Portus Trustee in Bankruptcy, Suite 810, 4 King Street West, Toronto, ON M5H 1B6.

1. Deceased or Incapable Person's Information (please print)

Last Name:	First Name and Initials:
Portus Registered Plan ¹ Account Number:	

2. Your Contact Information (please print)

Last Name:	First Name and Initials:	
Address:		
City:	Province:	Postal Code:
Home Telephone Number:	Business Telephone Number:	

3. Check the Box that Applies to You

I am:

- the spouse of a deceased Registered Plan Investor².
- the designated beneficiary of a deceased Registered Plan Investor.
- the personal representative (i.e. the Executor or Estate Trustee or Trustee) of a deceased Registered Plan Investor's estate.

¹ "Portus Registered Plan" means a Portus Registered Retirement Income Fund (i.e. a Portus RRIF, SRIF, LIF, LRIF or PRIF).

² "Registered Plan Investor" means a person who invested funds with Portus Alternative Asset Management Inc. through a Portus Registered Plan.

- the Court appointed guardian of an incapable person's property.
- an Attorney for Property managing another investor's property.
- none of the above. Please describe who you are: _____

Signature

Date

Name (**please print**)

TERMS AND CONDITIONS OF SITE USE

PORTUS ALTERNATIVE ASSET MANAGEMENT INC. (In Receivership / In Bankruptcy)

KPMG Inc., Receiver / KPMG Inc., Trustee in Bankruptcy

These website terms and conditions of use (the "Terms of Use") is a legal agreement between the visitor to this Site ("you") and Portus Alternative Asset Management Inc. by its Receiver and Trustee in Bankruptcy, of the estate of Portus Alternative Asset Management Inc., KPMG Inc. (the "Site Operator") concerning your access to and use of this Site.

BY ACCESSING AND USING THIS SITE YOU ARE ACKNOWLEDGING YOUR ACCEPTANCE OF AND AGREEMENT TO THESE TERMS OF USE AND THAT YOU INTEND TO BE LEGALLY BOUND BY THEM.

IF YOU DO NOT AGREE WITH ONE OR MORE OF THESE TERMS OF USE YOU MAY NOT ACCESS OR USE THE SITE OR ANY INFORMATION CONTAINED ON THE SITE.

In consideration of the mutual covenants contained in these Terms of Use and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), you and the Site Operator agree as follows:

Purpose

The Site contains legal documents, information and data pertaining to the receivership of Portus Alternative Asset Management Inc. (the "Site Content") and is presented by the Site Operator solely and exclusively as a public service for informational purposes only. The Site Operator hereby grants you a personal, non-transferable and non-exclusive right to access, read and download the Site Content which shall only be used by you solely and exclusively for your personal and private use. You agree that you acquire absolutely no rights or licenses to the Site or any Site Content other than the limited right to access and use the Site and Site Content in accordance with these Terms of Use. Transmissions to the Site by you are not protected and no confidentiality will be maintained with respect such transmissions by you which are made at your sole risk.

Limitations

This Site is not an official reporter, and the Site Operator does not guarantee that any Site Content is error free, complete, accurate, reliable or current. The Site Operator uses reasonable efforts to update the Site on the day in which new material is filed with the Court. The Site Operator recommends that all postings be reviewed by you at least 48 hours after posting in order to determine whether any amendments have been made to the posted document. In addition, all Court materials will generally be posted on the Site prior to the hearing of the relevant motion or other proceeding. However, be advised that, due to size restrictions, certain of these materials may be removed from the Site subsequent to the expiry of the relevant appeal period. All materials will continue to be available for public review through the Commercial List Office, 10th Floor, 393 University Avenue, Toronto, Ontario in Court File No. 05-CL-5792 of the Ontario Superior Court of Justice (Commercial List). You acknowledge and agree that this Site does not purport to provide complete records of all litigation and legal documentation (or any other information) pertaining to Portus Alternative Asset Management Inc., in Receivership and/or in Bankruptcy and that the Site contains no legal (or other professional) advice and nothing on the Site or in these Terms of Use shall be taken, implied or construed as an offer to provide, or a provision of, legal advice or as a recommendation for any specific course of action. Changes may be periodically made to the Site and/or the Site Content and may be made at any time. Site Operator reserves the right to change, modify, suspend, or discontinue the Site or any Site Content at any time without notice and may suspend or terminate your access to the Site immediately without prior notice at its sole discretion and for any reason and without further obligation or liability to you.

YOU AGREE THAT THE SITE AND SITE CONTENT ARE PROVIDED ON AN "AS IS" BASIS, AND IS FOR YOUR PERSONAL USE ONLY WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE WHATSOEVER. THE SITE OPERATOR, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIMS ALL EXPRESS OR IMPLIED CONDITION, REPRESENTATIONS AND WARRANTIES, OF ANY KIND OR NATURE AND MAKES NO WARRANTIES ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS, OR TIMELINESS OF ANY SITE CONTENT OR THE SITE OR ANY THIRD PARTY INFORMATION. SITE OPERATOR IS NOT RESPONSIBLE FOR ERRORS OR DELAYS IN TRANSMISSION OVER THE INTERNET AND DOES NOT WARRANT THAT THE SITE WILL OPERATE ERROR-FREE OR UNINTERRUPTED OR THAT THE SITE OR ANY SITE CONTENT IS FREE OF COMPUTER VIRUSES AND OTHER HARMFUL ELEMENTS.

IN NO EVENT SHALL THE SITE OPERATOR, OR ANY AFFILIATES OF KPMG INC. OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS, BE LIABLE FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, HARM, INJURY, COST, EXPENSE OR OTHER LOSSES OR ANY KIND OR NATURE WHATSOEVER (WHETHER BASED ON WARRANTY, CONTRACT, TORT, EQUITY, STRICT LIABILITY, PATENT OR COPYRIGHT INFRINGEMENT OR ANY OTHER LEGAL THEORY) RESULTING FROM THE USE OF, OR THE INABILITY TO MAKE USE OF, THE SITE OR ANY SITE CONTENT (INCLUDING IN ANY CONNECTION WITH THE TRANSMISSION OR DOWNLOADING OF ANY SITE CONTENT FROM THE SITE OR SUBMISSIONS TO THE SITE) OR THE USE OF, OR RELIANCE ON, ANY SITE CONTENT OR OTHER INFORMATION CONTAINED ON THE SITE, WHETHER OR NOT SITE OPERATOR OR ITS AFFILIATES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

You acknowledge and agree that KPMG LLP is not the Site Operator and has no responsibility for this Site or any Site Content.

Links

The Site may include hypertext links to third party web sites solely for the purpose of helping you identify and locate other sources of information that may be of interest. Hypertext links do not imply an endorsement of (including that the Site Operator has reviewed such sites) or association with such third party web sites and the Site Operator, its affiliates and related companies are not responsible for such third party web sites or the information contained on such third party web sites. Use of third party web sites is entirely at your sole discretion and risk and You may not create links from other web sites to this Site. Any copying, republication or redistribution of any part of the Site, including by caching, framing or similar means, is expressly prohibited without the prior written consent of the Site Operator.

Conformance with Law

In addition to complying with these Terms of Use, you agree to use the Site and Site Content for lawful purposes only and in a manner consistent with all applicable local, national or international laws and regulations. The Site shall not be used where, and to any extent, such use is prohibited by law. Your use of the Site from any location is subject to your compliance with all applicable laws and regulations that may be applicable to you. You agree, and confirm, that your use of the Site is in full compliance with the laws of the jurisdiction(s) to which you are subject, and that you are not prohibited from using the Site due to any restriction whatsoever.

Location and Law

The Site is physically located at, and is administered by the Site Operator from its offices in Province of Ontario, Canada. By accessing the Site, you and the Site Operator agree that all matters relating to access to, or use of the Site and all of the communications, transmissions and transactions associated with the Site shall be deemed to have occurred in the Province of Ontario and shall be governed by the laws of the Province of Ontario and the laws of Canada applicable therein, without regard to the conflicts of laws principals thereof. You and the Site Operator also agree and hereby irrevocably submit and attorn to the exclusive personal jurisdiction and venue of the courts of the Province of Ontario with respect to such matters.

Indemnity

You agree to defend, indemnify, and hold harmless the Site Operator, its affiliates and their respective officers, directors, employees, professional advisors and agents, from and against any claims, actions, demands, losses, liabilities, damages, costs and expenses, including without limitation, reasonable legal and accounting fees, alleging or resulting from your access of the Site, your use of the Site Materials or your breach of these Terms of Use.

Severability

If, in any jurisdiction, any of these Terms of Use are held to be unenforceable by a court of competent jurisdiction, such Terms of Use shall be restricted or eliminated to the minimum extent necessary and the remaining Terms of Use shall otherwise remain in full force and effect. A printed version of the Terms and Conditions and any notice given in electronic form shall be admissible in judicial proceedings or administrative proceedings based upon or relating to the Terms of Use to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

Entire Agreement

These Terms of Use constitute the entire agreement between you and the Site Operator relating to the access to and use of the Site and the Site Content. Anything on the Site inconsistent with these Terms of Use is superceded by these Terms of Use.

Amendment and Waiver

The Site Operator reserves the right to modify these Terms of Use at any time. It is your responsibility to review these Terms of Use each time you visit the Site and you are deemed to be aware of such amendments. No supplement, modification or amendment to these Terms of Use proposed by you shall be binding on the Site Operator unless agreed to by the Site Operator in writing. No waiver of any of these Terms of Use shall be deemed a further or continuing waiver of such Term of Use or any other term or condition. All waivers by the Site Operator must be in writing and signed by an authorized representative of the Site Operator.

Language

English shall be the language of the Site, and all contents, information and communication in connection with the Site, and the parties waive any right to use and rely upon any other language or translations. Il est la volonté express des parties que le présent Site et tous les affaires qui s'y rapportent soient rédigés en langue anglaise, exception faite des documents pour lesquels la loi exige l'usage exclusif du français.

Termination

The effective date of these Terms of Use is the date on which you have accepted the Terms of Use in accordance with the procedures set out herein. These Terms of Use are effective until terminated by the Site Operator, with or without cause, in the Site Operator's sole and unfettered discretion. The disclaimers, limitations on liability, termination, interpretative provisions, your warranties and indemnities shall survive any termination of these Terms of Use.