

## **SCHEDULE 2**

This Schedule is made pursuant to a Master Services Agreement made between the Bank of Montreal (the "Bank") and Wall Street on Demand, Inc. (WSOD) (the "Service Provider") effective as of the 10<sup>th</sup> day of December, 2008 (the "Agreement"). Unless otherwise set out, the terms and provisions of the Agreement are incorporated in this Schedule. This Schedule is effective as of the 15<sup>th</sup> day of May, 2008.

### **A. Term and Termination**

This statement of work will remain in effect for a minimum of two (2) years ("Initial Term") from the billing commencement date, and shall automatically renew under the terms of Section 3.0 of the Agreement.

### **B. Description of Services**

Wall Street on Demand will design, develop and host a Streaming Quote Application for the Bank of Montreal's InvestorLine (BMO InvestorLine) site. After login to BMO InvestorLine, the Streaming Application will be accessed using an existing "streamer" button on the site. The Streaming Application will leverage WSOD's existing Streaming Application and be rebranded and modified for the Bank. All necessary supporting data is accessed, stored and processed at WSOD. The Streaming Application will use SunGard as the streaming quote data provider.

Specific customization requirements for the Streaming Application are as follows:

1. Colors, logos and company specific material will be added to the existing platform to create a BMO-proprietary application.
2. The Streaming Application will utilize SunGard real-time data and will leverage existing contracts and exchange agreements already held between BMO InvestorLine and SunGard.
  - a. BMO InvestorLine will be responsible for ensuring that all correct contracts and exchange agreements for the required data are in place
3. Wall Street On Demand will add Canadian equities to the Streaming Application utilizing SunGard real-time data.
4. Wall Street On Demand will add the following Canadian exchanges and indices to the Streaming Application:
  - a. TSX
  - b. TSX Venture
  - c. TSX 60
5. Wall Street On Demand will add the following six Performance data points into the Streaming Application:
  - a. Market Value
  - b. Shares Outstanding
  - c. Shares
  - d. Total % Return
  - e. Purchase Date
  - f. Purchase Price
6. Wall Street On Demand will add and display both current exchange rate and US and Canadian currency figures.
7. Wall Street On Demand will include the charting feature in the Streaming Application.
  - a. Summary charting
  - b. Charting tab
8. Wall Street On Demand will remove the news feature in the Streaming Application. BMO InvestorLine will not be charged for the development required to remove this feature from the Streamer.
  - a. Summary news
  - b. News tab
9. Wall Street On Demand will remove the trade feature in the Streaming Application. BMO InvestorLine will not be charged for the development required to remove this feature from the Streamer.

- a. Trade (including 'Buy' and 'Sell' buttons on the Streamer interface)

10. Wall Street On Demand will provide a Streaming Application user count back to SunGard. SunGard will be responsible for aggregating all of BMO's real-time usage and reporting it back to the exchanges.

- a. As part of this process, WSOD will sync-up customer numbers or account numbers with those that SunGard uses to report on a monthly basis.

BMO  InvestorLine

Select List

Most Active Stocks - CA

Symbol	Name	Last	Change	% Change	Shares	Purchase Date	Purchase Price	Commission	Volume
HTE.UN	HARVEST ENERGY TR UTS	9.79			--	--	--	--	41,800,525
CEE	CENTAMIN EGYPT ORD	2.03			--	--	--	--	17,339,944
LUN	LUNDIN MINING CP	4.67			--	--	--	--	5,315,796
MDM	MINERL DEPOSIT ORD J	1.03			--	--	--	--	5,035,770
YRI	YAMANA GOLD INC.	12.52			--	--	--	--	4,814,161
TIM	TIMMINCO LTD	2.04			--	--	--	--	4,518,329
BBD.B	BOMBARDIER CL B SV	4.70			--	--	--	--	4,362,958
MFC	MANULIFE FINANCIAL CP	22.39			--	--	--	--	4,153,852
TCK.B	TECK RES CL B SV	35.11			--	--	--	--	5,380,888
EQN	EQUINOX MINERALS LTD	4.04			--	--	--	--	3,893,253
SU	SUNCOR ENERGY INC	39.20			--	--	--	--	3,829,968
CLL	CONNACHER OIL & GAS LTD	1.04			--	--	--	--	3,139,227
RY	ROYAL BANK OF CAN	56.57			--	--	--	--	3,073,366
UTS	UTS ENERGY CP	2.17			--	--	--	--	3,017,427
PWT.UN	PENN WEST ENERGY TR UTS	19.04			--	--	--	--	2,899,688
UUU	URANIUM ONE INC. J	3.16			--	--	--	--	3,534,262
NXY	NEXEN INC	25.02			--	--	--	--	2,692,006
ML	MERCATOR MINERALS J	2.80			--	--	--	--	2,570,410
LSG	LAKE SHORE GOLD J	3.21			--	--	--	--	2,565,227
ABX	BARRICK GOLD CP	39.75			--	--	--	--	2,530,449
K	KINROSS GOLD CP	22.73			--	--	--	--	2,504,080
HSE	HUSKY ENERGY INC	30.95			--	--	--	--	2,438,142
G	GOLDCORP INC	42.74			--	--	--	--	2,393,861
BCE	BCE INC	25.55			--	--	--	--	2,382,821
TD	TORONTO DOMINION BANK	65.64			--	--	--	--	2,311,261

**C. Information Security Requirements**

See MSA.

**D. Subcontractor who will assist in providing the Services**

None.

**E. Audit Rights and Attestations**

See MSA

**F. Insurance Requirements**

See MSA.

**G. Contingency Planning and Disaster Recovery**

See MSA.

**H. Performance Measures and Service Levels**

See MSA.

**I. Service Fees, Payments and Invoicing**

The fee for this work consists of a Monthly Service Fee of five thousand United States Dollars (\$5,000) per month, due at the beginning of the month for the services rendered.

The Monthly Service Fee for all of the work enumerated in this Schedule 2 shall commence from the time the client has accepted the project for use in a Wall Street On Demand production environment ("Launch") – May 15, 2008.

WSOD shall notify Client in writing of any changes in fees at least 90 days prior to the renewal of the then current term.

Invoice contact information and address:

Accounts Payable  
BMO InvestorLine Inc.  
PO Box 370  
Succursale St-Jacques  
Montreal, QC, Canada, H3C 2T1

In the event that the Bank terminates this Schedule during the Initial Term under section 3.6 of the Agreement, the Bank agrees to pay, as a fee and not as a penalty, an amount equal to the product of the remaining number of months in the Initial term and the Monthly Service Fee.

**J. Reporting**

Wall Street On Demand will provide, at no additional charge monthly standard reporting.

**K. Governance**

See MSA.

**L. Termination Assistance**

Upon termination of this agreement following the initial term of 2 years from launch date, the contract will expire and no further action is necessary.

IN WITNESS WHEREOF the parties hereto have signed this Schedule 2, effective as of the date and year first written above.

**BANK OF MONTREAL**

Per:



(Signature)

CESAR RAINUSSO

(Name)

VP STRATEGY & PRODUCT DEV

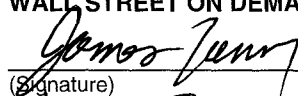
(Title)

11/5/09

(Date)

**WALL STREET ON DEMAND, INC.**

Per:



(Signature)

James Tanner

(Name)

President & CEO

(Title)

11/3/09

(Date)