

# CLIENT ACCOUNT AGREEMENT

## 1. RELATIONSHIP

### 1.1 Appointment as Agent

The undersigned (the "Client") appoints PI Financial Corp. (the "Agent") as agent to execute transactions on behalf of the Client in Securities, whether or not on margin and whether or not as a short sale.

### 1.2 Duties

The Agent accepts no responsibility under this Agreement other than to act honestly and in good faith and without willful misconduct or gross negligence. In particular, unless otherwise agreed in writing, the Agent will have no obligation to recommend an investment program, monitor the progress of Securities in the Account, communicate trading limits or margin calls or changes in the market, advise the Client in respect of pending record dates or the pending expiry of rights or warrants, exercise discretion in the purchase or sale of Securities or impart any material information in respect of any of the Securities of which the Agent or any of its employees or representatives is or becomes aware.

### 1.3 Refusal to Take Orders

The Agent may require written instructions from the Client before executing any transactions for the Account and may refuse to accept any order from the Client where the Agent, in its sole discretion, considers it necessary for its protection. The Client waives any and all claims for loss or damage arising directly or indirectly from any such refusal or from any delay or inability to complete a transaction caused by the requirement for written instructions.

### 1.4 Account Information

The Client warrants that, to the best of the knowledge of the Client, the information set out on all Client Information Forms relating to the Account is correct, and acknowledges that the Agent and its representatives may rely on that information in providing advice or recommendations to the Client in respect of the Account. The Client agrees to notify the Agent immediately of any change in such information which might reasonably be expected to affect the advice of the Agent where sought or given.

### 1.5 Free Credit Balances

Any monies held by the Agent from time to time to the Client's credit are payable on demand, need not be segregated and may be used by the Agent in the ordinary conduct of its business. The Client acknowledges that the relationship of the Client and the Agent with respect to such monies is one of debtor and creditor only, and that the Agent is not a trustee.

### 1.6 Authority to Execute Orders

The Client authorizes the Agent to buy and sell Securities for the Account on the instructions of the Client in any manner the Agent considers appropriate, either for the Account separately or as part of larger transactions for the Account and others, including the Agent, its affiliates and the directors, officers, employees and clients of the Agent and its affiliates, in such manner by public or private sale as the Agent considers appropriate and either directly or by agents, and in any such case, the Client acknowledges that the Agent, its affiliates or a director, officer, employee or client of the Agent or its affiliates may be the buyer or seller on the other side of the transaction.

### 1.7 Fees from the Issuer

The Client acknowledges that the Agent may, and authorizes the Agent to, receive a fee, commission or other payment from the issuer of Securities bought or sold for the Account.

### 1.8 Credit Information

The Client authorizes the Agent to obtain factual or credit information about the Client at any time from the Client's employer, bank or other financial institution, credit bureau or any other person for the purpose of establishing the Client's identity, reputation and credit worthiness.

### 1.9 Facsimile Transmissions

Any written instruction or other document sent by the client to the Agent by electronic facsimile transmission shall be deemed to be an original.

## 2. APPLICATION OF AGREEMENT

### 2.1 Application to All Accounts

This Agreement applies to all of the accounts of the Client with the Agent and its predecessors, including accounts previously opened, opened in the future or from time to time, closed and then reopened, renumbered or redesignated, and this Agreement supersedes and replaces all previous agreements between the Client and the Agent in connection with such accounts.

### 2.2 Applicable Law and Custom

All transactions in the Account will be subject to, and in participating in such transactions, the Agent and the Client will be bound by, applicable law and regulatory policy, including, without limitation, the constitution, bylaws, rules, customs and usages of the exchanges or markets and their clearing houses, if applicable, on or through which the transactions for the Account are made, and the orders, regulations, rules and policies of all courts and regulatory authorities having jurisdiction in connection with such trades.

## 3. OPERATION OF ACCOUNT

### 3.1 Agreement to Pay Commissions

The Client will pay all commissions and other transaction charges in respect of purchases, exchanges and sales in the Account, including sales made by the Agent under section 4.5, at the rates customarily charged by the Agent from time to time or as may be specifically agreed by the Agent and the Client.

### 3.2 Credits and Debits

The Agent will credit to the Account any interest, dividends or other monies received in respect of Securities held in the Account and any monies (net of all charges) received as proceeds from transactions in Securities for the Account, and will debit to the Account all amounts owing, including interest and applicable service charges, by the Client to the Agent.

### 3.3 Records

The Agent will maintain a record of all transactions, and receipts and deliveries of funds and Securities for the Account.

### 3.4 Service Fees

The Client agrees to pay the service fees or service charges of the Agent in connection with the administration of the Account.

### 3.5 Margin

If the Client requests and is granted by the Agent a margin facility, the Agent may, in its sole discretion, without notice, at any time or from time to time, reduce or cancel any margin facility or refuse to grant any additional margin facility or require the Client to provide further margin in addition to that required by applicable regulatory rules or policy. The Client will provide the Agent with any margin which is requested by the Agent and will promptly pay any indebtedness due as a result of any reduction or cancellation of any margin facility.

### 3.6 Effect of Orders

All orders of the Client accepted by the Agent are good until either executed or cancelled on the day of entry, unless a longer period is specified by the Client; all orders accepted by the Agent are binding on the Client from the moment of execution; and non-receipt or late receipt of confirmation of a transaction will not relieve the Client of the obligation to settle the transaction on the settlement date.

### 3.7 Delivery of Securities

Actual delivery is intended for every transaction in the Account; the Client represents and warrants to the Agent that all sales made in the Account will be "long" sales unless the Client has specified otherwise at the time of giving the order; and if the Client fails to make immediate delivery to the Agent in deliverable form of any Securities sold at the Client's direction, then the Agent is authorized to borrow or buy any Securities necessary to settle the transaction, and the Client will pay to the Agent and indemnify and save it harmless from any loss or expense incurred by the Agent in connection with the borrowing, purchase or late delivery.

### 3.8 Custody of Securities

The Agent may hold the Client's Securities at its head office or any of its branch offices or at any other place or with any other custodian which the Agent in its sole discretion considers appropriate and in so holding the Client's Securities, the Agent assumes no higher degree of care than that exercised by the Agent in the custody of its own Securities.

### 3.9 Securities Fungible

The Agent is not obligated to return to the Client the same Securities as those deposited with, or received by, the Agent for the Client's Account, and the Agent may discharge its obligation to the Client by delivering certificates for Securities of the same issue in the same or equivalent amounts.

### 3.10 Ratification

Every transaction referred to in a confirmation of transaction sent by the Agent to the Client will be conclusively deemed to be authorized, ratified and confirmed by the Client, and every confirmation of a transaction will be conclusively deemed to be correct (except for any amount or security improperly credited to the Account) unless the Agent receives notice in writing from the Client within 10 days from the time the confirmation was mailed or otherwise sent to the Client.

## 4. INDEBTEDNESS AND SECURITY

### 4.1 Payment of Indebtedness

The Client will promptly pay all debit balances in the Account, when due, except to the extent covered by a margin facility, and all other indebtedness arising in connection with transactions for the Account.

### 4.2 Interest

The Client will pay to the Agent interest, calculated daily and compounded monthly, on outstanding indebtedness in the Account. The interest rate will be that rate designated from time to time by the Agent as its effective rate for determining interest on debit balances in accounts with the Agent, and the Client waives notice of all changes in such rates.

### 4.3 Security for Indebtedness

The Client hereby pledges to the Agent all of the Securities and credit balances held by the Agent for the Account from time to time as continuing collateral security for the payment of any indebtedness to the Agent arising for any reason, including, without limitation, any liability arising by reason of any guarantee by the Client of the account of any other person, whether or not any amount owing relates to the collateral pledged.

### 4.4 Right to Deal with Securities

At any time while the Client is indebted to the Agent, the Agent may, without notice, use the Securities and credit balances in the Account from time to time in the conduct of the Agent's business, and, without limiting the generality of this right, the Agent may combine or intermingle any Securities or credit balances in the Account with the property of the Agent, its clients or both, pledge any of the Securities as security for its own indebtedness, borrow any of the Securities in the Account or credit balances in the Account for its own purposes, or use any of the Securities in the Account for making delivery against a sale, whether a short sale or otherwise, and whether such sale is for the Account or for the account of any other client of the Agent.

**4.5 Enforcement of Security**

- If:
- a) the Client fails to comply with any term of this Agreement;
  - b) the Agent considers it necessary for its protection for any reason whatsoever, including, without limitation, where the Agent considers any margin in the Account to be insufficient; a garnishing order or other attachment is levied against the Account;
  - c) a petition in bankruptcy is made by or in respect of the Client or a receiver is appointed to manage the affairs of the Client;
  - d) the Client dies or, if the Client is a corporation or other unincorporated entity, is wound up or dissolved;

the Agent may, without demand for margin or additional margin and without advertisement or other notice to the Client:

- a) apply credit balances in the Account or any other account in which the Client has an interest to reduce the indebtedness in the Account;
- b) retain possession of, or sell any of the Securities in the Account and apply the net proceeds of any sale to reduce the indebtedness in the Account;
- c) purchase or borrow any Securities necessary to cover short sales or to cover open positions; or cancel any unexecuted orders.

**4.6 Collection and Other Expenses**

The Agent may charge to the Account all expenses (including legal expenses on a solicitor and own client basis) reasonably incurred by the Agent:

- a) in connection with disputes over ownership or an interest in securities or credit balances in the Account between joint holders of the Account or between the Client and a third party;
- b) to collect any indebtedness owing; or
- c) to exercise or enforce any right under this Agreement.

**4.7 Liability for Unsatisfied Balance**

The Client will remain liable to the Agent for the balance of any indebtedness or other amount remaining following the exercise by the Agent of any of its rights under this Agreement.

**4.8 Exercise or Waiver of Rights**

The exercise or the failure to exercise any right under this Agreement or the waiver of any breach or the granting of any indulgence by the Agent will not in any way restrict or prevent the Agent from exercising any other rights under or insisting on the performance of any other term of this Agreement.

**4.9 Alternative Courses of Action**

Whenever this Agreement entitles the Agent to take alternative courses of action, the Agent will be entitled to take any or all of such alternative courses of action or refrain from taking any courses of action in its sole discretion.

**4.10 Agent's Discretion as to Manner of Sale**

Any sale or purchase made by the Agent for the Account in the exercise of any of the rights of the Agent under this Agreement may be made at such times and on such exchange or market, by public or private sale and on such terms and in such manner as the Agent in its sole discretion considers appropriate.

**4.11 Transfer to Other Accounts**

The Agent may at any time, without notice to the Client, enter credit or debit balances, take any monies or Securities in the Account and any proceeds from the sale or other dispositions of such Securities to pay or cover any obligations of the Client to the Agent, including obligations of the Client in respect of any other account with the Agent, whether such account is a joint account or is an account guaranteed by the Client.

**4.12 Currency**

The Agent may transfer and convert currency between Canadian and United States dollar accounts of the Client as the Agent considers necessary or advisable to meet obligations in either of those currencies which are not covered in the Account.

**5. INTERPRETATION AND MISCELLANEOUS**

**5.1 Definitions In This Agreement:**

- a) "Account" means all and any one of the accounts of the Client with the Agent, including accounts previously opened, opened concurrently or in the future or from time to time closed and then reopened, renumbered or redesignated; and
- b) "Securities" has the meaning in the Securities Act (British Columbia) as amended from time to time and includes, in addition, commodity and futures contracts and derivative products.

**5.2 Capacity**

The Client represents and warrants to the Agent that he, she or it has the power and capacity and is competent to enter into this Agreement. If an individual, the Client represents that he or she is of legal age. If a corporation, partnership, trust, syndicate or other similar form of organization, the Client represents that the execution and delivery of this Agreement has been duly authorized by all necessary action and the persons signing this Agreement are authorized to sign this Agreement on behalf of the organization.

**5.3 Headings**

The headings in this Agreement are for convenience of reference only and do not affect its interpretation.

**5.4 Governing Law**

This Agreement is governed by the law of British Columbia and, subject to subsection 5.5 and unless otherwise agreed by the Agent and the Client in writing, the Agent and the Client will submit exclusively to courts of British Columbia any and all disputes in connection with the operation of the Account or any transaction or intended transaction in the Account or arising out of or relating to this Agreement.

**5.5 Arbitration**

Notwithstanding subsection 5.4, if the Agent and the Client agree in writing or, in accordance with the applicable policy of any stock exchange or securities self regulatory organization of which the Agent is a member, the Client so directs any dispute in connection with the operation

of the Account or any transaction or intended transaction in the Account or arising out of or relating to this Agreement will be submitted to arbitration in Vancouver, British Columbia. Unless otherwise agreed by the parties or otherwise provided in such policy:

- a) the arbitration will be before a single arbitrator and in accordance with the provisions of the Commercial Arbitration Act (British Columbia);
- b) each party will bear its own costs in any such proceeding; and
- c) the decision of the arbitrator will be final and binding on the parties and may be enforced in any court of competent jurisdiction.

**5.6 Further Assurances**

The Client will take all such actions and will execute and deliver any further documents as are necessary or desirable, in the view of the Agent, to give effect to all transactions in Securities for the Account executed by the Agent pursuant to this Agreement.

**5.7 Severability**

If any term of this Agreement is found by a court of competent jurisdiction to be invalid, illegal, or void, that term will be severed from this Agreement and the remaining terms of this Agreement will continue in full force and effect, modified only to reflect the severance of that term.

**5.8 Binding Effect**

This Agreement enures to the benefit of and is binding on the Agent, its successors and assigns and the Client and the heirs, executors, administrators, successors and permitted assigns of the Client.

**5.9 Assignment**

This Agreement may not be assigned by the Client without the prior written consent of the Agent.

**5.10 Amendment**

Subject to section 5.7, this Agreement may not be amended and its terms may not be waived or altered except by agreement in writing signed by the Client and the Agent.

**5.11 Notices**

Any notice or communication to the Client pursuant to this Agreement may be given to any address of record of the Client with the Agent. Any notice to the Agent pursuant to this Agreement must be given to its head office in Vancouver, British Columbia. All notices pursuant to this Agreement must be in writing and sent by prepaid mail, telecopier, telex or delivery. Such notices will be deemed to have been received, if mailed, on the second business day after mailing or, if sent by telecopier or telex, at the time of transmission or if delivered, when delivered. Nothing in this Agreement will require the Agent to give any notice to the Client not otherwise required to be given. The Client will promptly notify the Agent of any change of address.

**5.12 Termination**

The Account may be terminated by either of the parties to this Agreement by notice in writing to the other at any time. The termination will be effective on the day it is received but will not affect any liability of the Client resulting directly or indirectly from any transactions made for the Account at any time before such notice was actually received by the Agent.

**5.13 Force Majeure**

The Agent will not be liable to the Client for any loss, claim, damage, liability or expense caused directly or indirectly by government, regulatory or self regulatory restrictions or regulations, exchange or market rulings, suspension of trading, cease trading orders, war, strikes, equipment malfunction or other conditions or events which are beyond the control of the Agent.

THE TERMS AND CONDITIONS ON BOTH SIDES OF THIS AGREEMENT ARE

ACCEPTED AND AGREED TO ON \_\_\_\_\_ (Date)

\_\_\_\_\_  
Signature of Account Holder (or Authorized Signatory)

\_\_\_\_\_  
Signature of Co-Account Holder (or Authorized Signatory)

FOR OFFICE USE ONLY:

Account # \_\_\_\_\_ I.A. # \_\_\_\_\_