TERMS AND CONDITIONS
OF CLIENT SERVICES AGREEMENT

The Agreement is intended to facilitate the entering into of transactions between MoneyWay Financial Group ("MWFG") and the Client (the "Client").

Part 1 – Definitions

Bank An entity chartered by a state, provincial or federal government, which receives demand and time deposits, pays interest on those deposits and makes loans and invests in securities based on those deposits.

Bank Draft A check drawn by one Bank against funds deposited into its account at another Bank, authorizing the second Bank to make payment to the individual named in the draft.

Certified Cheque A check for which the Bank guarantees payment.

Client: The Client is any person or business who buys for resale or wants to use services provided by MWFG, or the MWFG agent or broker.

Currency Any form of money, including paper notes and coins, which is issued by a government and is used in public circulation.

Event of Default Means an Event of Default as defined in Part 11 of these Terms and Conditions.

Financial Institution which collects funds from the public and places them in financial assets, such as deposits, loans, and bonds, rather than tangible property.

Foreign Exchange Foreign Exchange is the trade of one national Currency for another and takes place "over the counter" and centrally on an inter-bank system.

Foreign Exchange Rate The rate at which one Currency may be converted into another. Also known as rate of exchange or exchange rate or Currency exchange rate.

Hedging A transaction undertaken for the purpose of mitigating currency risk associated with legitimate commercial or business activity, such as to cover expenses incurred and payable in a foreign currency.

Margin Deposit A security deposit provided by the client. Order Form Means the Spot Transaction Form which MWFG requires to be completed for each transaction entered into with a Client.

Parties Means MWFG and the Client collectively and the Parties shall be referred to individually as a "Party".

Payee An individual who receives a form of payment (i.e. cash, cheque, money order, or promissory note).

Services Means the Services provided by MWFG as defined in Part 4 of these Master Terms and Conditions.

Settlement The finalizing of the sale of a Currency, as its title is transferred from the seller to the buyer. Also known as closing.

Settlement Date The date by which an executed transaction must be settled, by paying for a purchase or by delivering a sold asset.

Speculation is the practice of purchasing an asset including the Services (exposing oneself to risk) with the intention of profiting from price fluctuations that occur in the asset (Currency).

Spot Transaction Any transaction that does not occur in the forward market and that is intended to be completed at the present market value and be settled on a current basis or within a few days (usually one, two, or three).

Transaction Confirmation Means the Transaction confirmation as defined in Part 5 of these Master Terms and Conditions.

Wire Transfer An electronic transfer of funds. Wire transfers can be done by a simple bank account transfer.

Part 2 – Scope of the Agreement

2.1 These Terms and Conditions are intended to govern the parameters for the Client entering into Foreign Exchange Transactions with MWFG from time to time and govern the contracts for the Services offered by MWFG to the Client.

Part 3 – Representations and Warranties

3.1 The Client hereby represents and warrants to MWFG that:

a. It has the requisite authority to enter into this Agreement and to carry out its obligations with respect to each Foreign Exchange transaction entered into with MWFG;

b. This Agreement has been duly authorized by the Client;

c. to the best of Client's knowledge and belief, this Agreement is binding upon the Client and does not conflict with or violate the terms of any constating documents of the Client or of any agreements to which the Client may be bound;

d. It is entering into this Agreement as principal and not on behalf of any third party;

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e. No Event of Default has occurred under the terms of this Agreement.

3.2 The Client represents and warrants to MWFG that all information provided by the Client to MWFG pursuant to the Client Service Agreement including the provisions of these Master Terms and Conditions is accurate and complete and the client agrees to forthwith notify MWFG if such information changes.

3.3 All representations and warranties made by each of the Parties to this Agreement shall be true at the time in which the Parties enter into this Agreement and at the time of each transaction entered into pursuant to the terms of this Agreement.

Part 4 – Services Offered by MWFG

4.1 As a customer of MWFG, the Client may have access to, and/or is subject to, the following services of MWFG:

a. International electronic funds transfers.

b. Foreign exchange for over-the-counter delivery.

c. International receipt of funds.

d. Foreign currency drafts.

e. Forward contracts (not for speculation).

f. Any other services MWFG offers.

g. Risk Management Tools and Programs (collectively, the "Services")

4.2 The Client may provide instructions to MWFG in accordance with the procedures described in Part 5 in order to utilize any of the Services. MWFG may modify or discontinue the available Services from time to time. MWFG will not be liable to the Client for any damages resulting from the discontinuation or modification of any Services provided by MWFG.

Part 5 – Process of Trades and Settlement

5.1 The following procedures will apply to all Services provided pursuant to this Agreement:

a. The Client will provide MWFG with a list of representatives who may give instructions to MWFG, as well as authorize and consent to transaction on behalf of the Client. Notwithstanding this, MWFG will not be liable for any losses or damages incurred by the Client as a result of any representative of the Client providing instructions to MWFG which are subsequently acted upon by MWFG.

b. Section 5.1(b) is not related to MWFG's policy towards a third-party sales representative.

c. The Client will be required to fill out an order form, which will be submitted to their assigned MWFG foreign exchange dealer. The order form may also be signed by the appropriate representative of the client.

d. The Transaction Confirmation will set out the applicable Foreign Exchange Rate, the necessary deposit and the monies required to be paid by the Client in order to effect the transaction.

e. MWFG reserves the right to correct any errors in the rate.

f. MWFG reserves the right to correct any quoting error in the rate to be applicable to each transaction should an obvious error or mistake have occurred. In the event of an error in stipulating the applicable rate for a transaction, the error shall be corrected by MWFG with reference to the fair market value of the Currency at the time that the error occurred, as determined by MWFG acting fairly and reasonably in the circumstances.

g. In order for each transaction to be final, the Client must clearly authorize and accept each transaction as set out in the Transaction Confirmation.

h. Once a Client has authorized and accepted a transaction and the transaction has been finalized, the Client must immediately make any payment to MWFG which is required.

i. The Client may be required to pay a deposit in order to confirm the transaction as set out in the Transaction Confirmation. The deposit may either be a fixed amount deposit based on a percentage of the Order Value as set out in the Transaction Confirmation, or it may be a floating Margin deposit based on a percentage of the value of the Currency to be exchanged as set out in the Transaction Confirmation, as determined by MWFG.

j. The Client may provide funds to MWFG via cash, debit card, Bank Draft, Certified Cheque, Electronic Funds Transfer or by the Client authorizing MWFG to debit its account with the Client's Bank or other Financial Institution.

k. MWFG will provide the Client with notice of such outstanding amounts. Upon receipt of such notice, the Client shall have until 5:00pm on the next business day to provide the amount stipulated in the notice to MWFG.

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l. Any deposits provided to MWFG by the Client will either be applied by MWFG in its sole discretion against any amounts which are payable by the Client, or against any other amounts owing by the Client to MWFG, or the deposit shall be returned to the Client.

m. MWFG will hold such funds on behalf of the Client pursuant to the terms of the Client instructions and the Transaction Confirmation until the Settlement Date or other closing date.

n. MWFG will use commercially reasonable efforts to process transactions on the day in which they are authorized. However, MWFG cannot guarantee that this will always be possible. Furthermore, MWFG cannot be responsible for the time it takes other Financial Institutions to process transactions.

o. If the Client wishes to cancel, amend or reverse a transaction for any reason it may attempt to do so by contacting MWFG directly. MWFG will use commercially reasonable efforts to try to effect such cancellation, amendment or reversal, all at the cost and for the account of the Client, however the Client acknowledges that the change to the transaction may not be reasonably possible and MWFG is not required to cancel, amend or reverse any transactions once the Transaction Confirmation has been authorized and accepted by the Client.

5.2 At the sole discretion of MWFG, pre-authorized debit ("PAD") services may be offered to clients. Once approved by MWFG, by providing MWFG with a pre- authorized debit form from the Client's bank or other financial institution, or a void cheque/copy of a void cheque or bank statement of the account to be debited (for online clients only), the Client is agreeing to the following conditions:

i. I/We authorize MWFG and the financial institution designated (or any other financial institution I/We may authorize at any time) to deduct regular and/or one-time payments as per my/our instructions for payment of all charges arising under my/our MWFG(s). MWFG will provide notice for each amount debited.

ii. This authority is to remain in effect until MWFG has received written notification from me/us of its change or termination. This notification must be received at least 10 business days before the next debit is scheduled at the address provided. I/We may obtain a sample cancellation form, or more information on my/our right to cancel a PAD agreement at my/our financial institution or by visiting www.cdnpay.ca

iii. MWFG may not assign this authorization, whether directly or indirectly, by operation of law, change of control or otherwise, without providing at least 10 days prior written notice to me/us.

iv. I/We have certain recourse rights if any debit does not comply with this agreement. I/We have the right to receive reimbursement for any PAD that is not authorized or is not consistent with this PAD agreement, provided notification of Reimbursement Claim is received by MWFG within 10 business days of the debit occurring. To obtain a form for Reimbursement Claim, or for more information on my/our recourse rights, I/we may contact my/our financial institution or visit www.cdnpay.ca.

v. The Client confirms that the account information provided by the above means for the purpose of a PAD is for the Client's own personal deposit account.

Part 6 – Third Party Cheques

6.1 Third party cheques require MWFG management approval prior to acceptance. The Client agrees that all Third-Party Cheques delivered to MWFG must be payable to the Client and endorsed by the Client.

6.2 MWFG will immediately inform the Client of any Third-Party Cheques returned to MWFG unpaid. If MWFG has already paid the Client for the item, the Client agrees to repay MWFG immediately the face value of the item in Canadian dollars, plus any costs incurred by MWFG including bank charges and interest.

6.3 The Client agrees to indemnify and hold harmless MWFG and its representative officers, directors, employees, security holders and agents from and against any losses, damages or liabilities in connection with the acceptance from the Client of any and all such Third-Party Cheques for deposit to MWFG's bank accounts.

6.4 The Client agrees that its liability to make payment will occur from the time MWFG makes a demand on the Client for payment for a Third-Party Cheque returned to MWFG.

6.5 MWFG shall not be constrained to take recourse against the Client, or any securities or other guarantees it may at any time hold for the Client before being entitled to payment from the Client pursuant to this Agreement.

Part 7 – Data/Recordkeeping

7.1 The Client acknowledges and agrees that MWFG will retain a record of all information provided by the Client. MWFG will record and track the Client's use of MWFG's Services.

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Part 8 – Confidential Information and Privacy

8.1 MWFG will take all commercially reasonable precautions to ensure that the information provided to MWFG by the Client will be kept private and confidential. MWFG will collect, use and disclose the Client's personal and confidential information in accordance with MWFG's own privacy policies.

8.2 MWFG may disclose the Client's personal or confidential information to MWFG's employees, agents, officers or to its affiliates in the course of providing its Services. MWFG may also disclose the Client's personal or confidential information to any third-party service provider, governmental body or agency necessary in order to provide the Services or in order to comply with all applicable legislation or other legal requirements.

Part 9 – Consent to Credit Checks

9.1 The Client will agree to provide MWFG with all necessary banking information which MWFG reasonably requires in order to provide the services described herein. In addition, the Client hereby authorizes and consents to MWFG:

a. contacting the Client's Bank in order to verify the Client's identity, account information and any other information which MWFG reasonably requires from the Client's Bank, and

b. obtaining a credit report on the Client from a recognized third-party provider to verify relevant information about the Client including its payment history for the purpose of establishing settlement terms for the Client's transactions.

Part 10 – Anti-Money Laundering ("AML")

10.1 The Client agrees that MWFG may refuse to accept instructions from the Client for any Services or complete any transaction where MWFG suspects that:

a. The transaction may breach any law or regulation of the jurisdictions to which the transaction applies; or

b. The transaction may directly or indirectly involve the proceeds of unlawful conduct.

10.2 The Client agrees to cooperate with MWFG and to provide all information which MWFG reasonably requires in order to ensure that all legislation has been complied with by MWFG relating to money-laundering and the transmission of funds from the proceeds of crime. Any failure by the Client to cooperate pursuant to this Part 10 and to provide the necessary information will constitute an Event of Default as described in Part 12 of these Terms and Conditions.

10.3 The Client acknowledges that, from time to time, law enforcement agencies and other regulatory bodies may inspect or investigate certain transactions carried out on the Client's behalf. The Client understands that MWFG may be required to disclose (and the Client consents to such disclosure) certain information regarding the Client or transactions to which the Client is a party pursuant to such inspections or investigations, and notwithstanding Part 8 above.

10.4 The Client consents to screening against sanctions lists and other AML screening and transaction monitoring as part of MWFG's AML Due Diligence and Know Your Client practices.

Part 11 – Termination

11.1 MWFG may terminate this Agreement at any time without notice.

11.2 The Client may terminate this Agreement at any time by providing notice to MWFG.

11.3 Provided that no Event of Default has occurred, and the transaction falls within the risk appetite of MWFG, all transactions which were entered into prior to the termination of this Agreement shall be carried out to completion and this Agreement shall not terminate until all obligations of the Parties pursuant to such transactions have been fully completed,

11.4 The following shall constitute an "Event of Default" under the terms of this Agreement:

a. If either Party does not perform on time any of its obligations under this Agreement including, without limitation, Client's obligations in Part 10 and Part 14;

b. If the Client makes a misrepresentation in any of the representations and warranties found in Part 3 of these Terms and Conditions, or if the Client makes a statement to MWFG which is untrue or misleading in any material respect;

c. If the Client becomes bankrupt or insolvent or files for bankruptcy.

11.5 In the event there is an Event of Default by the Client, then MWFG may, at its option, either withhold all further Services from the Client and/or terminate this Agreement immediately and the Parties shall be relieved of any further obligations under this Agreement, excluding obligations pursuant to any transactions which were entered into prior to the occurrence of the Event of Default. MWFG may terminate this Agreement by providing written notice to the other Party.

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11.6 All rights and obligations pursuant to Parts 8, 9 and 18 of this Agreement shall survive the termination of this Agreement and shall continue indefinitely.

Part 12 – Right of Set-Off

12.1 If at any time the Client is indebted to MWFG for any reason under this Agreement or for any other reason, then MWFG shall have the right to apply any monies held by MWFG on behalf of the Client against such indebtedness. MWFG shall not be required to provide notice to the Client of the exercise of such set-off right.

12.2 MWFG shall also be entitled to set-off any amounts owing by the Client to MWFG against any amounts owing by MWFG to the Client. MWFG shall not be required to provide notice to the Client of the exercise of such set-off right.

Part 13 – Services May Not Be Used for Speculation

13.1 The Client acknowledges that it may only use the Services for the purposes of Hedging and not for the purposes of Speculation. Any use of the Services provided by MWFG by the Client for the purposes of Speculation shall constitute an Event of Default pursuant to Part 12 of these Terms and Conditions.

Part 14 – Limitation of Liability/Indemnity

14.1 To the extent permitted by applicable laws, MWFG will not be liable to the Client for any losses or damages that it suffers under this Agreement except for those damages and losses which are directly attributable to the gross negligence or intentional misconduct of MWFG, its officers or employees.

14.2 MWFG's liability to the Client shall at all times be limited to the value of the transaction which the claim arises from. The Parties shall not be liable to one another for any economic losses or damages, including liability for lost profits, punitive damages, or special damages.

14.3 MWFG will use all commercially reasonable efforts to ensure that payment of monies as directed by the Client shall take place in a timely fashion; however, MWFG will not be liable for any losses or damages suffered by the Client as a result of delays in the monies being received by the designated Payee.

14.4 The Client acknowledges and agrees that the representations and warranties provided by the Client herein will be relied upon by MWFG for the purpose of determining the eligibility of the Client to utilize the Services. The Client agrees to indemnify and hold harmless MWFG and its respective officers, directors, employees, security holders and agents from and against any losses, damages, or liabilities due to or arising out of a breach of any representation or warranty of the Client herein or in any other document provided by the Client to MWFG.

Part 15 – Amendments to these Terms and Conditions

15.1 MWFG reserves the right to amend or update any terms of these Terms and Conditions at any time.

15.2 Any amendments to the Terms and Conditions shall be effective immediately on a go-forward basis.

Part 16 – Updates to these Terms and Conditions

16.1 These Terms and Conditions may be updated or amended from time to time. Any updates of this Agreement may be made in any of the following ways:

a. By posting the updated Terms and Conditions on the website of MWFG;

b. By posting the updated Terms and Conditions at the Branch of MWFG.

c. Upon request from a Client MWFG will provide a copy of this Agreement by electronic of paper copy.

Part 17 – Miscellaneous

17.1 The Client may not assign its interest in this Agreement without the prior written consent of MWFG, said consent not to be unreasonably withheld or delayed. The Client agrees that any transaction whereby the effective control of the Client, if the Client is a corporate entity, changes, then such change shall be deemed to be an assignment for the purposes of this paragraph. MWFG may assign this agreement without prior notice to or consent of the Client. This Agreement including all interests in any transactions shall inure to the benefit of MWFG, its successors and assigns and shall remain binding upon the Client and its respective successors and assigns.

17.2 All correspondence, agreements, and other communications between the Client and MWFG shall be in the English Language.

17.3 In the event any one or more of the provisions contained in this Agreement should be held to be invalid, illegal or otherwise unenforceable in any respect under the laws of any applicable jurisdiction, such provision shall only be ineffective to the extent of such invalidity, illegality or unenforceability and the remaining provisions of this Agreement shall remain in full force and effect.

17.4 No delay or omission on the part of either Party in exercising any of its rights under this Agreement shall be

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deemed to be a waiver thereof, nor shall any waiver preclude the waiving Party from exercising such right in the future pursuant to the terms of this Agreement.

17.5 Headings in this Agreement are used for ease of reference only.

17.6 Time shall always be of the essence in this Agreement. Any reference to times shall refer to the local time of MWFG's head office in North Vancouver, British Columbia, Canada.

17.7 This Agreement comprises the entire agreement between the Parties with respect to the use of the services of MWFG by the Client.

17.8 This Agreement shall be governed by the Laws of the Province of British Columbia and the federal laws of Canada as applicable therein. The Parties agree that the courts of the Province of British Columbia shall have the exclusive jurisdiction for any actions or disputes between the Parties relating to this Agreement.

17.9 Neither Party shall be liable for any failure or delay in the performance of any of its obligations under this Agreement which arise due to acts of God, war, terrorism, civil unrest or any other circumstances which are reasonably beyond the Party's control, provided that insolvency, lack of funds or other financial cause for delay will not be permitted reasons for any failure or delay hereunder.

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