

In consideration of **Professionals' Financial - Private Wealth Management** (hereinafter called the "**Broker**") opening or maintaining one or more Cash accounts for the Client executing this Agreement (hereinafter called the "**Client**"), the Client agrees to the following terms and conditions of operation:

1. The Client acknowledges that all transactions executed within the framework of the present agreement shall be subject to the constitution, by-laws, regulations, customs and usage of the Exchanges or markets where they are executed by the Broker or its representatives and, if applicable, by the clearing house through which they are executed. These transactions shall also be subject to all laws, regulations or orders of any governmental or regulatory authorities that may apply. The Client further recognizes that the constitution, by-laws and regulations mentioned in this agreement constitute a minimum standard in the Brokerage industry and that the Broker may subject any transaction to more restrictive standards.
2. In a regular or Cash on Delivery (COD) account, full and timely settlement of each transaction will be made on settlement date. The Client undertakes to pay the Broker all commissions and other charges in respect of each transaction and interest calculated daily and compounded monthly, on outstanding indebtedness. The Client hereby acknowledges that every debit or credit balance appearing from time to time in his/her account, incurred further to a transaction, shall bear interest at the rate set by the Broker which may be modified from time to time without prior notice to the undersigned.
3. The Broker will credit to the account any interest, dividends or other monies received in respect of the Securities held in the account and any monies (net of all charges) received as proceeds from the sale or other dispositions of Securities from the account.
4. As long as the Client shall be indebted to the Broker, all Securities carried for his/her account shall be and are hereby pledged and shall constitute a continuing security to insure payment of the indebtedness. Any and all expenses (including any legal expenses) reasonably incurred by the Broker in connection with payment of the indebtedness may be charged to the account.
5. The Broker may at any time and from time to time take any monies or Securities in the account and any proceeds from the sale or other disposition of such Securities to pay or cover any obligations of the Client to the Broker including obligations of the Client in respect of any other account with the Broker, whether such an account is a joint account or an account guaranteed by the Client.
6. All Securities held by the Broker for the account of the Client may, at the discretion of the Broker, be kept in vaults, considered among the most secure in Canada, at any of the locations at which the Broker has an office. Securities that are fully paid and held by the Broker, acting as a depository, may not be used for the company's current operations and remain the exclusive property of the Client. The Broker shall not be bound to deliver to the Client the same securities certificates received for the Client or for his/her account.
7. All free credit balances held by the Broker from time to time to the Client's credit are payable on demand. The Client acknowledges that the relationship of the Client and the Broker with respect to such monies is one of debtor and creditor only.
8. The Client will not order, with respect to a Cash account, any sale or other dispositions of any Securities not owned by the Client or of which the Client will be unable to make delivery in acceptable delivery form on or before the settlement date.
9. The Client represents to the Broker that he/she is not an employee of any other member, of any stock exchange or of any non-member broker or investment dealer; in the event that he/she should become such an employee, the Client agrees to advise the Broker immediately in writing and complete all documentation required to maintain his/her account in operation. Should the Client acquire a majority interest in a reporting issuer or otherwise become an insider, he/she will immediately inform the Broker.
10. All notices and communications to the Client may be transmitted by prepaid mail to the last address of record for the Client with the Broker, or may be delivered personally to the Client and shall be deemed to have been received, if mailed, on the third business day after mailing or, if sent by telegram or telex, on the day sent or if delivered, when delivered.
11. The client authorizes the Broker and the authorized agent of its choice to proceed to an evaluation of his/her credit and to communicate with any party to obtain any pertinent information.
12. The Broker shall not be held responsible for any loss resulting, directly or indirectly, from government restrictions, decisions of the Stock Exchange, trading halts, wars, strikes or any other incidents that are not related to an action or error on the part of the Broker or one of its representatives or employees.
13.
 - a) This agreement shall cover all transactions made hereafter as well as those outstanding and effected beforehand. This agreement constitutes the complete agreement between the Broker and the Client and may not be modified except by written agreement signed by both parties.
 - b) The provisions of this Agreement shall bind upon the Broker and the undersigned, their respective successors, assigns and legal representatives. This Agreement shall survive and remain in effect notwithstanding any incidental, temporary or intermittent closing out, reopening or renumbering of any account.
 - c) This Agreement shall be construed in accordance with the laws of the jurisdiction in which the Client's account is maintained;
 - d) It is the express wish of the parties that this Agreement and all documents, notices and other communications relating to the operation of the Account be in English.
14. This Agreement will be effective and binding upon the Client and the Broker from time to time at which the Broker first acts upon the instructions of the Client.

Client's Name	Client No.
Client's Signature	MM / DD / YYYY
Client's Name (Joint holder)	
Client's Signature (Joint holder if applicable)	MM / DD / YYYY