



Client Account Agreement

Morgan Stanley Access Direct (“Morgan Stanley” or “MSAD”) is a registered trade name and division of Morgan Stanley Wealth Management Canada Inc. that offers Order Execution Only services to clients. In consideration of Morgan Stanley agreeing to operate, open or maintain an account for the purpose of transacting in Securities, whether or not on margin or as a short sale, the Client agrees as follows.

1. *Application of Agreement*

1.1. *Application to All Accounts*

This Agreement applies to all of the accounts of the Client with Morgan Stanley, its predecessors, including accounts previously opened, opened in the future or from time to time, closed and then reopened, renumbered or re-designated, and its affiliates (“Affiliates”). This Agreement supersedes and replaces all previous agreements between the Client and Morgan Stanley in connection with such accounts.

Except where specified or the context requires otherwise, in these documents, “you”, the “Client” and the undersigned refer to the customer or client. “We”, “us”, and the “Firm” refers to Morgan Stanley.

1.2. *Applicable Law and Custom*

All transactions in the Account will be subject to, and in participating in such transactions, Morgan Stanley 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.

1.3. Account Application

The Client agrees to provide Morgan Stanley with personal and financial information. The Client warrants that, to the best of the knowledge of the Client, the information on the attached Account Application form is correct, and acknowledges that Morgan Stanley and its representatives may rely on that information for any purpose, including in providing advice or recommendations, where applicable, to the Client in respect of the Account. The Client agrees to notify Morgan Stanley immediately of any changes in the financial situation and the needs, experience and investment objectives of the Client or any other change in such information which might reasonably be expected to affect the advice of Morgan Stanley where sought or given, if such advice is part of the services provided. In addition, the Client agrees to advise Morgan Stanley of any restrictions in trading now applicable to the Client and will advise Morgan Stanley of any changes in such restrictions which may become applicable to the Client, including, but without limitation, if the Client acquires a controlling interest in or otherwise becomes an insider of any reporting issuer or, if applicable based on account type, if the Client's financial situation, investment objectives, and time horizon and risk tolerance changes. You must inform Morgan Stanley of any changes to the following information, if applicable:

- Beneficial Owner information, including if/when any individual becomes a 10 percent or more Beneficial Owner. A "Beneficial Owner" is each individual, if any, who, directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, owns 10 percent or more of the equity interests of the legal entity client.
- Politically Exposed Person ("PEP") and Head of International Organization ("HIO") status, including if/when any individual related to the account or the accountholder becomes a PEP or HIO.

The Client acknowledges that various laws, rules and regulations regarding the resale, transfer, delivery or negotiation of securities may be applicable to transactions in the Client's Account. The Client agrees that it is the Client's responsibility to notify Morgan Stanley of any restrictions on securities in the Client's Account and to ensure that any transactions with Morgan Stanley will be in conformity with such laws, regulations and rules. The Client agrees to comply with all policies, procedures and documentation requirements with respect to any restrictions applicable to the Client.

The Client acknowledges that if the Client is an employee, "insider," "affiliate" or "associate" of the issuer of a security, any transactions in that security may be governed by the insider trading policy of the issuer of that security and the Client agrees to comply with such policy and all applicable laws, regulations and rules, including, but not limited to, those pertaining to insider trading. In order for Morgan Stanley to accept orders with respect to securities in the Client's Account, the Client represents that, unless the Client notifies Morgan Stanley otherwise, such securities or transactions are not subject to the laws, rules and regulations regarding "restricted" securities, and the Client is not a "control person" of the issuer of the securities. The Client understands that if the Client engages in transactions that are subject to any special conditions under applicable law, regulation or rule, those transactions may be delayed or canceled pending fulfillment of any such conditions.

The Client, if an individual who is not an employee of the Firm, hereby represents that the Client is not a partner, director or employee of an investment firm, and if the Client should become such a partner, director or employee, the Client undertakes to specifically inform in writing the Firm of such a fact and to complete all documentation that may be required by the Firm in such a case.

1.4. *Verification and Reporting*

The Client acknowledges, authorizes and agrees that Morgan Stanley collects the following personal, financial and other information during the course of the Client's relationship, including:

- Personal details, such as name, age, date of birth, gender, citizenship, occupation and marital status;
- Contact details, such as current and previous address, telephone, email, in some cases both private and work-related contact details;
- A government-issued personal identifier, such as your Social Insurance Number, (as permitted by law);
- Information required to establish your financial situation (e. g., income, marital status, dependents, etc. and vesting schedules, equity awards and other stock plan information, if applicable) and your personal background;
- Information you provide on an application for any of our products and services; and
- Information collected in the course of the provision of products and services.

This information may be collected from the Client and from sources within and outside Morgan Stanley. The Client authorizes Morgan Stanley and its Affiliates and Canaccord Genuity Corp., in its capacity as carrying broker as described in Section 2.1 below ("Canaccord Genuity") to obtain personal and credit information about the Client (including information required to comply with all applicable money laundering and terrorist financing laws) at any time from the Client's employer, bank or other financial institution, credit bureau, credit or consumer reporting agency or any other person regarding your identity, reputation and credit worthiness (and that of your spouse) and eligibility to open or maintain an account.

You authorize us, our Affiliates and Canaccord Genuity to obtain copies of such information, at any time, for reasons including, but not limited to, the following:

- To verify your identity;
- To evaluate and process your application, accounts, transactions and reports;
- To provide you with ongoing service and information related to the products, accounts and services you hold with us;
- To provide operational support and development of our businesses including to evaluate customer service, efficiency and cost, as well as risk management purposes;
- To market additional products and services that may be of interest to you;
- To collect a debit balance in any of your accounts;
- To investigate, detect, and prevent fraud involving you, or any of your accounts;
- To help us determine whether to grant, extend or modify the terms and conditions applicable to any credit you have applied for and/or received;
- When a deposit of funds or securities to any of your accounts is returned.; or
- To comply with applicable laws and requirements of Canadian and U.S. regulators, including self-regulatory organizations.

You authorize us, our Affiliates and Canaccord Genuity to share this information in the normal course of business for the purposes described above. The sharing of your information may include the following disclosures:

- To other persons processing your personal information on our behalf or otherwise providing us or them with professional or other services including our associated firms and vendors which conduct operational, technology and customer service functions in various jurisdictions;
- To Affiliates to evaluate whether other products or services may be of interest to you;
- To third parties such as settlement agents, overseas banks or exchange or clearing houses to whom we disclose personal information in the course of providing products and services to you;
- To credit reference, fraud prevention and other similar agencies, and other financial institutions, with whom information is shared for credit and money laundering checking and fraud prevention purposes;
- To persons to whom we assign or novate our rights or obligations;
- To a prospective seller or buyer in the event that we sell or buy any business or assets or if all or substantially all of our assets are acquired by a third party, in which case personal information held by it about its customers will be one of the transferred assets;
- To Canadian, U.S. and other foreign regulatory, enforcement or exchange bodies or courts anywhere in the world as required by applicable law or regulations anywhere in the world or at their request; and
- To any third party to whom you authorise us to disclose your personal information.

You acknowledge and understand that for regulatory purposes, self-regulatory organizations (“SROs”) may require access to personal information of current and former clients, employees, agents, directors, officers, partners and others that has been collected or used by us. SROs collect, use or disclose such personal information obtained from us for regulatory purposes, including:

- Surveillance of trading-related activity;
- Sales, financial compliance, trade desk review and other regulatory audits;
- Investigation of potential regulatory and statutory violations;
- Regulatory databases;
- Enforcement or disciplinary proceedings;
- Reporting to securities regulators; and
- Information sharing with securities regulatory authorities, regulated marketplaces, other self-regulatory organizations and law enforcement agencies in any jurisdiction in connection with any of the foregoing.

If we have your SIN, we may use it for tax reporting purposes in order to comply with income reporting requirements of the appropriate government agencies. Also, we may share your SIN with credit reporting agencies and use your SIN as an aid to identify you in order to ensure an accurate match between your information and your credit bureau information, and to keep your information separate from that of other clients with a similar name.

Account and Trade Alerts: We use the email address and cellular telephone number you provide on your MSAD application form to send you account alerts (such as cash transfer confirmations) and alerts relating to your trading activity (such as order executed, partial fill, order cancelled) by email and SMS text message. You will also receive these alerts on the MSAD Online Portal. You can change your email and SMS text message alert delivery preferences at any time by clicking “Alerts” in the Profile section of your MSAD Online Portal or by contacting the Client Service Center at **1-833-352-0107**. Please note that if you opt-out of receiving account or trade alerts via email and/or SMS text message, you will continue to receive the alerts on the MSAD Online Portal, and you will also continue to receive certain mandatory account alerts via email and SMS text message (e.g., password reset). Standard message and data rates apply to SMS text messages.

Morgan Stanley may also collect, use, disclose, or otherwise process your personal information in the manner set out in our privacy policy.

You have the right to request the name and address of any consumer reporting agency that furnished reports to us or our Affiliates. These rights and obligations also apply to your spouse if you live in a community property venue. To this end, the Client authorizes Morgan Stanley, its Affiliates and Canaccord Genuity to provide a copy of this authorization to such entities or persons, and the Client consents to Morgan Stanley and Canaccord Genuity creating and accessing a file containing all the personal information provided by the client and collected pursuant to this authorization.

The Client has the right to obtain access to their personal information and, if necessary, to amend the information, as appropriate, contained in such file. If the Client wishes to obtain access to the Client's file and, as the case may be, amend it, the Client may contact Morgan Stanley by phone or mail pursuant to this Agreement. The Client may review Morgan Stanley's privacy policy and review options for refusing or withdrawing consent for the disclosure of certain information by contacting Morgan Stanley. You authorize us to contact you with information about products and services that may be of interest to you or for other marketing purposes. We may communicate with you for any of these purposes by telephone, mail, email, or other electronic means. To withdraw consent contact us at **1-833-352-0107**.

1.5. Information to Affiliates and Vendors and Information About Additional Products

The Client authorizes Morgan Stanley, from time to time, to provide information about the Client to Affiliates or vendors of Morgan Stanley and to send the Client unsolicited information about additional products and services.

1.6. Authorization to Accept Issuer Instructions for Employees with an Issuer Stock Plan Relationship and Indemnity

If you are a current employee of an issuer of a security for which Solium Capital ULC, Morgan Stanley Smith Barney LLC or any other of our affiliates serves as the stock plan administrator, you authorize Morgan Stanley to (i) accept instructions from the issuer with respect to trading restrictions imposed by the issuer and (ii) share information with the issuer related to transactions you conduct in the issuer's securities. During any restricted periods or because of other trading restrictions communicated to us by the issuer, you acknowledge that you will not be permitted to execute transactions with respect to the issuer's securities. We agree to provide our best judgment and efforts in imposing the trading restrictions communicated to us by the issuer for employee accounts. You agree to hold us and our affiliates, officers, employees, agents, successors and assigns harmless against any and all claims or liabilities by virtue of our acting on issuer instructions or sharing information with the issuer with respect to the issuer's securities for employee accounts.

Specifically, and without limiting the foregoing, you understand and agree that: (a) all transactions with respect to issuer securities shall be at your risk; (b) Morgan Stanley and its affiliates and agents shall not be liable for any losses except those arising out of their own negligence or malfeasance, violation of applicable law, bad faith, or disregard of their obligations under this Agreement or as otherwise may be provided by law; (c) Morgan Stanley and its affiliates and agents shall not be responsible for losses caused by conditions beyond our control, including, but not limited to, inaccurate or untimely instructions from the issuer, government restrictions, regulatory actions, controls,

Morgan Stanley

ACCESS DIRECT

exchange market rulings, suspension of trading, acts of war, strikes, natural disasters, communications disruptions, credit losses, reduced liquidity, changing asset correlations, elevated market volatility or market losses; (d) Morgan Stanley and its affiliates and agents shall not be liable for any act done or omitted on the part of the issuer; (e) Morgan Stanley and its affiliates and agents shall not be liable to you or any third party for any taxes, fines or penalties payable by you or any third party and you agree to indemnify them for any such taxes, fines or penalties; and (f) Morgan Stanley and its affiliates and agents shall not be liable for any special, consequential, or incidental damages.

2. *Introducing Broker/Carrying Broker Arrangement*

2.1. *Introducing Broker/Carrying Broker*

Morgan Stanley is an introducing broker and has engaged Pinnacle Correspondent Services, a division of Canaccord Genuity as carrying broker under applicable regulations. Pursuant to a written Introducer/Carrier Broker Agreement between Morgan Stanley and Canaccord Genuity, certain recordkeeping and operational services will be provided by Canaccord Genuity, including execution and settlement of securities transactions, custody of securities, including securities purchased on margin, and cash balances. All such services are conducted in compliance with applicable regulations.

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 Morgan Stanley under subsection 5.5, at the rates customarily charged by us from time to time or as may be specifically agreed with you.

3.2. *Credits and Debits*

Morgan Stanley or Canaccord Genuity in its capacity as carrying broker, 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 Morgan Stanley.

3.3. *Authority to Execute Orders*

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

3.4. *Refusal to Take Orders, Restrictions and Account Termination*

You agree that, we may at any time, in our discretion, and without notice to you, require written instructions from the Client before executing any transactions for the Account and may decline, cancel or reverse your orders or instructions, or place trading, disbursement or other restrictions on any of your accounts. We may restrict any of your accounts and/or freeze the assets in any of your accounts, if necessary, to comply with a subpoena, court order, law, rule, regulation or other similar requirement or request, or to protect either your interests or the interests of Morgan Stanley or our Affiliates, including, but not limited to, circumstances involving suspected fraud or client incapacity. 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.

In the event Morgan Stanley receives inconsistent instructions from any account owner or authorized person regarding your Account, including, but not limited to, purchase and sale orders, including short sales, or funds or securities disbursement requests, we are authorized, in our discretion, and without incurring any liability due to fluctuating market conditions or otherwise, to do any one or more of the following: (a) select which instructions to follow and which to disregard; (b) suspend all activity in the Account; (c) refuse to buy, sell or trade any security or commodity, and refuse to disburse any funds and/or securities except upon receipt of written instructions signed by all of the account owners or authorized persons; (d) close the Account and send you all funds, monies or other property to the address of record; (e) file an interpleader action in any court with proper jurisdiction, in which event we shall be entitled to recover all costs, including, but not limited to, attorneys' fees, associated with such action.

In the event of a dispute regarding the ownership or control of your Account or any assets therein, we may refuse to accept instructions for transactions in your Account and we may freeze the assets in your Account to prevent withdrawals or distributions until any such disputes are resolved to our satisfaction. You agree that, in the event we do restrict your Account or freeze the assets therein, Morgan Stanley shall not be liable for any damages suffered as a result, including, but not limited to, damages resulting from fluctuations in the market value of the securities held in your Account.

You agree that we may, at any time and for any reason, without notice to you, to the extent permissible under applicable law, regulation, rule or other documents governing your Account, terminate or otherwise restrict any or all services provided by Morgan Stanley to you, or, in our discretion, close any of your accounts or resign as custodian of any of your accounts. You may, at any time, close any of your accounts by giving Morgan Stanley notice. When your Account is closed or restricted, we may immediately cancel all open orders and terminate all services provided to such Account.

Upon the closing of any of your accounts, or upon our declining, canceling or reversing any of your orders or instructions, or placing any trading, disbursement or other restrictions on any of your accounts, whether done at your instruction or in our discretion, you exclusively shall be liable for any change in the value of assets in your Account due to market fluctuation. In connection with a request to close any of your accounts, you agree to instruct us regarding the disposition of assets remaining in such Account. If, after a reasonable period of time, we do not receive your instructions regarding the disposition of assets remaining in any of your closed accounts, we may, but are not obligated to, liquidate the assets remaining and send you the amount of the resulting cash balance. You understand and agree that such liquidation may occur regardless of current market conditions that the proceeds of any liquidated assets will not earn interest and that such liquidation may result in tax consequences for which you solely

Morgan Stanley

ACCESS DIRECT

are responsible. Alternatively, we may, but are not obligated to, transfer any remaining securities into your name and deliver them to you together with any remaining cash balance.

If your Account has a value of less than \$100 and no account activity has occurred for a period of six consecutive months, to the extent permissible under other agreements applicable to your Account, you authorize Morgan Stanley, in our discretion, to liquidate the assets in the Account and send the resulting cash balance to you and close your Account. You understand and agree that any such liquidation may result in tax consequences for which you solely are responsible.

You acknowledge that you solely, and not Morgan Stanley, are responsible for any losses, fees, costs or charges you may incur as a result of our liquidation of the assets remaining in any of your accounts under any of the circumstances previously set forth. Your Account will be closed after all the assets remaining have been transferred or liquidated and the proceeds delivered or paid to you. You understand and agree that, until your Account is closed, your Account will continue to be charged applicable fees.

You understand and agree that closing, terminating or restricting your Account will not affect any obligations that you may have in connection with such Account, including, but not limited to, the obligation to pay for securities transactions, or any other charges. This Agreement will continue to govern matters relating to any of your accounts that arose before any of your accounts were closed, terminated or restricted, or that may arise after the closing, termination or restriction of any of your accounts.

If, after any of your accounts are closed, we receive any dividends, interest or other payments with respect to assets previously held in your closed Account, we will send to you, based on instructions you provided to us, any such dividends, interest or other payments, minus any amounts owed to Morgan Stanley. If you have not provided us with instructions, we may liquidate any assets received and send the proceeds of such liquidation(s) as well as any other payments received, minus any amounts owed to Morgan Stanley, to you. You agree that we may charge you any applicable fees resulting from our receipt of such dividends, interest or other payments.

You agree that Morgan Stanley shall have no liability for following instructions received from you or your authorized person(s) prior to Morgan Stanley receiving notice of your death, even if such instructions are followed after your death or after we receive notice of your death.

You agree that, if any of your accounts is an individual account, upon receiving notice of your death and prior to the appointment of an executor or administrator, we may, in our discretion, close any open positions held, cancel any open orders in such individual Account or take any action we deem necessary to protect your estate or Morgan Stanley. You agree that Morgan Stanley shall not be liable in any way for any depreciation in the value of assets in any of your accounts due to market fluctuation subsequent to your death.

You understand and agree that when Computershare serves as the trustee of your registered plan account, the applicable registered plan document governing these accounts specify the terms and conditions under which Computershare may resign or be removed as plan trustee.

Morgan Stanley

ACCESS DIRECT

3.5. *Fees from Issuers*

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

3.6. *Records*

Morgan Stanley or Canaccord Genuity in its capacity as carrying broker for Morgan Stanley, will maintain a record of all transactions, and receipts and deliveries of funds and Securities for the Account.

3.7. *Service Fees*

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

3.8. *Effect of Orders*

All orders of the Client accepted by Morgan Stanley 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 Morgan Stanley 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.

3.9. *Delivery of Securities*

Actual delivery is intended for every transaction in the Account; the Client represents and warrants to Morgan Stanley 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 Morgan Stanley in deliverable form of any Securities sold at the Client’s direction, then Morgan Stanley is authorized to borrow or buy any Securities necessary to settle the transaction, and the Client will pay to Morgan Stanley and indemnify and save it harmless from any loss or expense incurred by Morgan Stanley in connection with the borrowing, purchase or late delivery.

3.10. *Custody of Securities*

Morgan Stanley or Canaccord Genuity in its capacity as carrying broker for Morgan Stanley 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 Morgan Stanley or Pinnacle at its discretion considers appropriate and in so holding the Client’s Securities, Morgan Stanley or Pinnacle assumes no higher degree of care than that exercised by it in the custody of its own Securities.

All fully paid and excess margin Securities held by Canaccord Genuity in its capacity as carrying broker for Morgan Stanley on a Client’s behalf, shall be held separate and segregated from any Securities owned and held by Canaccord Genuity or Morgan Stanley. Canaccord Genuity and Morgan Stanley shall also identify and segregate all fully paid and excess margin Securities held on a Client’s behalf from its total assets and such Securities cannot be used by Canaccord Genuity or Morgan Stanley in the conduct of their business.

3.11. *Securities Fungible*

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

3.12. *Confirmations and Statements*

Every transaction referred to in a confirmation of transaction sent by Morgan Stanley to the Client will be conclusively deemed to have been acknowledged as correct, approved and consented 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 Morgan Stanley receives notice in writing from the Client within 3 days from the time of receipt as described in Section 6.12.

Every statement, monthly report or other communication sent by Morgan Stanley to the Client shall be deemed to have been acknowledged as correct, approved and consented by the Client unless Morgan Stanley shall have received written notice to the contrary within **[15]** days after receipt of it by the Client.

The Client undertakes to review carefully upon receipt any such documents. Notwithstanding the foregoing, Morgan Stanley may correct, at any time, any mistake in such documents.

3.13. *Escheatment*

To the extent required by applicable law, regulation or rule, any Securities or other property in the Account may be escheated to the appropriate jurisdiction if there has been no contact from the Client and no activity directed by the Client in the Account for the time period specified by the law applicable to the Client's jurisdiction.

3.14. *Non-Transferable Securities*

If Morgan Stanley becomes aware that transfer agent services are no longer available for any Securities in the Account, Morgan Stanley reserves the right to remove such security from the Account. Morgan Stanley will issue the Client a receipt in lieu of a physical certificate as evidence of the Client's ownership of the Securities. If at any time after the issuance of such receipt, Morgan Stanley becomes aware that transfer agent services have been reinstated, Morgan Stanley will make reasonable efforts to have the Securities restored to the Account, provided the Account has not been closed. In the event that the Account has been closed, Morgan Stanley will send a letter to the last mailing address Morgan Stanley has on file for the Client requesting instructions from the Client as to the disposition of such Securities. If Morgan Stanley does not receive a timely response, the Securities will be considered unclaimed property and will be escheated to the province or territory of the Client's last known address in accordance with applicable provincial or territorial law. After the escheatment of any such Securities, the Client will need to contact that province or territory to claim the Securities.

3.15. *Free Credit Balances*

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

3.16. *Service Standard and Limitation of Liability*

Morgan Stanley shall, on a commercially reasonable efforts basis, maintain operational its trading platform but shall, in no event, be liable to the client for any malfunctions, break downs or unavailability of such trading platform due to reasons beyond the reasonable control of Morgan Stanley.

Neither Morgan Stanley nor any third-party including suppliers, owners, licensors or provider of the software, software configuration, equipment or other devices comprising Morgan Stanley's trading platform, shall be liable to the client for any incidental, indirect, exemplary, punitive, special or consequential damages, under any circumstances, beyond the reasonable control of Morgan Stanley and/or the third party, including but not limited to, lost profits or lost revenue resulting from the maintenance, failure to perform of or the use of or inability to use Morgan Stanley's trading platform or the loss of use of data, whether generated by or contained in the Firm's trading platform, any failure to realize expected savings, trading profits or other economic loss.

3.17. *Username and Password*

All Clients must create a unique username and password and agree not to disclose that password to any party not authorized to use Morgan Stanley's trading platform.

3.18. *Taxes*

All payments made by the Client to Morgan Stanley under this Agreement will be made free and clear of all present and future taxes, levies, imposts, duties, deductions, fees, liabilities, charges, assessments or fees of any nature, including interest, penalties and additions thereto ("Taxes") unless a deduction or withholding is required by law; provided that if any Taxes are deducted or withheld, then the sum payable shall be increased as necessary so that after making all such deductions or withholdings (including deductions or withholdings applicable to additional sums payable under this Section) Morgan Stanley receives an amount equal to the sum it would have received had no such deductions or withholdings been made. The Client shall pay any present or future stamp, transfer, transaction, financial transaction or documentary taxes, or any other excise or property taxes, charges or similar levies, including interest, penalties and additions thereto ("Other Taxes"), that may be imposed in connection with the Client's Account, any transaction therein, this Agreement or any security interest hereunder. The Client shall promptly indemnify Morgan Stanley for the full amount of any Taxes and Other Taxes paid by Morgan Stanley on or with respect to any payment or crediting of amounts or delivery by or on account of any obligation of the Client and any reasonable expenses arising therefrom or with respect thereto.

Morgan Stanley

ACCESS DIRECT

The Client understands that the jurisdiction in which the Client resides may impose a withholding tax applicable to payments that the Client may make to Morgan Stanley, including payments of interest with respect to a margin loan. The Client further understands that this means that when the Client makes a payment to Morgan Stanley, the Client may be required to make a tax payment to the tax authority of the jurisdiction in which the Client resides, but that the Client nonetheless will be required to pay Morgan Stanley the gross amount of the payment without deduction for any such withholding tax. The Client understands and agrees that the foregoing does not constitute tax advice and that the Client should consult with its tax advisor regarding any taxes. Morgan Stanley is hereby authorized to withhold Taxes from any payment or crediting of amounts or delivery made hereunder and remit such Taxes to the relevant taxing authorities to the extent required in the reasonable judgment of Morgan Stanley.

3.19. *Tax Information*

The Client shall provide Morgan Stanley with any forms, documentation or information reasonably requested by Morgan Stanley in order for Canaccord Genuity to comply with its obligations under its Qualified Intermediary Agreement entered into with the US Internal Revenue Service.

4. *Delivery (eDelivery)*

4.1. *Electronic Delivery of All Documents*

The Client acknowledges that all eligible documents will be delivered electronically to the email address the Client has provided and that the Client will not receive any hard copy delivery of most documents relating to the Account, unless the Client has specifically opted-out of eDelivery. Documents include, but are not limited to, general correspondence, account statements, transaction confirmations, prospectuses, performance reports, corporate action credit advices, account documentation, including the account agreements and any amendments to such agreements, as applicable, and all documents that may be added by Morgan Stanley to eDelivery in the future (collectively “eDelivery Documents”). By not opting out, the Client consents to the electronic delivery of all eDelivery Documents and further agrees and understands that the Client will not receive, and Morgan Stanley is not obligated to provide, hard copies of any eDelivery Documents. If the Client has opted-out of eDelivery, the Client will incur a charge for hard copy delivery. Clients may incur a charge for hard copy delivery of documents ineligible for eDelivery.

4.2. *Delivery of Offering Documents*

The Client also agrees to electronic delivery of syndicate and other offering materials, including, preliminary prospectuses and other offering documentation (including, but not limited to, pricing terms where applicable) for equity initial public offerings, alternative investment offerings, secondary offerings, and follow-ons, as well as new issue structured investments and new issue municipal and other fixed income securities if these products are available in the Client’s jurisdiction.

4.3. *Method of Access*

The Client will receive eDelivery Documents electronically by accessing them on a Morgan Stanley or third-party website selected by Morgan Stanley after being notified by email that eDelivery Documents are available for the

Morgan Stanley

ACCESS DIRECT

Client's review. The email address that the Client provides will be used to send notifications of document availability to the Client for all selected accounts and document types associated with the Client's online username.

4.4. *Consequences of Inability to Deliver Email*

If at any time Morgan Stanley is unable to deliver email notifications to the email address the Client provided, Morgan Stanley will notify the Client by regular mail and charges may be incurred.

4.5. *Archive of eDelivery Documents*

Morgan Stanley will maintain an electronically accessible archive of the eDelivery Documents on the Agent's secure client website for seven years after document publication. The Client is responsible for archiving eDelivery Documents beyond seven years. The Client agrees that, notwithstanding the Client's request for electronic delivery of eDelivery Documents, Morgan Stanley may, in Morgan Stanley's discretion, terminate eDelivery and send the Client copies of documents in hard copy form.

5. *Margin Accounts, Indebtedness and Security*

5.1. *Opening of Margin Account*

When such service is made available by Morgan Stanley, if the Client requests and is granted by Morgan Stanley a margin facility, Morgan Stanley may, at 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 Morgan Stanley and/or Canaccord Genuity in its capacity as carrying broker for Morgan Stanley, with any margin which is requested by Morgan Stanley and/or Canaccord Genuity in its capacity as carrying broker for Morgan Stanley and will promptly pay any indebtedness due as a result of any reduction or cancellation of any margin facility.

5.2. *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.

The Client agrees to pay, on demand, any balance owed to Morgan Stanley with respect to any of the Client's accounts, including, but not limited to, interest, commissions, and any costs of collection (including any attorneys' fees incurred by Morgan Stanley). The Client understands that Morgan Stanley may demand full payment of any balance due in the Client's Account, in Morgan Stanley's discretion, at any time, with or without cause, and whether or not such demand is made for our protection. The Client agrees that all payments received for the Client's Account, including, but not limited to, interest, dividends and principal, may be applied by Morgan Stanley and/or Canaccord Genuity in its capacity as carrying broker for Morgan Stanley, to any balance due in the Client's Account. The Client understands that all margin loans made to the Client are not for any specific term or duration but are due and payable in our discretion upon a demand for payment made by Morgan Stanley and/or Canaccord Genuity in its capacity as carrying broker for Morgan Stanley. If the Client maintains both a cash account and a margin account with Morgan Stanley, the Client acknowledges and agrees that Morgan Stanley and/or Canaccord Genuity in its capacity as carrying

Morgan Stanley

ACCESS DIRECT

broker for Morgan Stanley is authorized, in Morgan Stanley's and/or Canaccord Genuity's in its capacity as carrying broker for Morgan Stanley, discretion, to use the equity, funds or any other assets in either type of account to satisfy any margin maintenance requirement without the actual transfer of funds or securities between such accounts.

5.3. *Interest*

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

Unpaid interest charges will be added to the Client's debit balance in the Client's Account for the next interest period. The Client agrees that Morgan Stanley may impose margin requirements on the Client's Account more stringent than those required by law, regulation or rule. The Client further understands and agrees that such margin requirements may be changed and modified by Morgan Stanley at any time without prior notice to the Client. The Client further agrees that any waiver or failure Morgan Stanley to promptly enforce such margin requirements shall not prevent Morgan Stanley from subsequently enforcing such margin requirements with regard to the Client's Account. Morgan Stanley reserves the right, in our discretion, to decline, restrict or terminate your margin privileges at any time, for any reason.

5.4. *Security for Indebtedness / Hypothec for Clients in Quebec*

The Client hereby pledges to Morgan Stanley all of the Securities and credit balances held, carried or maintained for any purpose in or through any of the Client's accounts with Morgan Stanley and/or Canaccord Genuity in its capacity as carrying broker for Morgan Stanley, whether owned individually, jointly or in the name of another person or entity over which the Client has authority or in which the Client has a beneficial interest, by Morgan Stanley for the Account from time to time as continuing collateral security for the payment of any indebtedness to Morgan Stanley arising for any reason, including, without limitation, any fees or other expenses payable in connection with any Account and 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.

The Client further agrees that, if it utilizes margin, Morgan Stanley may borrow money to lend to the Client and pledge the Client's securities as collateral for such loans. The Client authorizes Morgan Stanley to lend to itself, our Affiliates, or to others, without notice to the Client, any securities in the margin credit portion of the Client's Account, together with all attendant rights of ownership, either separately or together with the securities of other margin clients. In connection with such loans, as well as securities loans made to the Client to facilitate short sales, the Client authorizes Morgan Stanley to receive and retain certain benefits, including, but not limited to, interest on the Client's collateral pledged for such loans. In addition, the Client authorizes Morgan Stanley to receive compensation in connection with such loans. The Client acknowledges that, in some circumstances, such loans may limit the Client's ability to exercise voting rights and/or participate in corporate actions relating to the securities loaned.

For Clients in Quebec: Client hereby grants to Morgan Stanley (and upon each delivery thereof) a hypothec in the amount of one million dollars, plus interest at the rate of interest described in the Client's monthly or quarterly account statements, on all present and future collateral as security for all of the Client's indebtedness and

obligations, present or future, matured or contingent up to a maximum of one million dollars. This amount may differ pursuant to a written agreement between the Client and Morgan Stanley which has been approved by an officer of Morgan Stanley. Nevertheless, Morgan Stanley is not obligated to grant credit to the extent of such or any other amount. This means Morgan Stanley may treat the collateral as security for any or all of the Client's indebtedness and obligations, present or future, matured or contingent, to Morgan Stanley. Morgan Stanley or its nominees have full ownership rights over the collateral and may perform all acts of ownership with respect to the collateral to the same extent as the Client. This paragraph shall not be applicable to collateral while held in registered plans.

5.5. *Right to Deal with Securities*

Subject to Section 3.10, at any time while the Client is indebted to Morgan Stanley, Morgan Stanley and/or Canaccord Genuity in its capacity as carrying broker for Morgan Stanley may, without notice, use the Securities and credit balances in the Account from time to time in the conduct of Morgan Stanley's business, and, without limiting the generality of this right, Morgan Stanley and/or Canaccord Genuity in its capacity as carrying broker for Morgan Stanley, may combine or intermingle any Securities or credit balances in the Account with the property of Morgan Stanley and/or Canaccord Genuity in its capacity as carrying broker for Morgan Stanley, 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 on a sale, whether a short sale or otherwise, and whether such sale is for the Account, for the account of any other client of the Agent, for the Agent's own account or for any account in which the Agent or any director of the Agent, is directly or indirectly interested.

The Client agrees that Morgan Stanley and/or Canaccord Genuity in its capacity as carrying broker for Morgan Stanley, is hereby authorized, without notice to the Client, to take any of the following actions with respect to any of the Client's accounts or securities in the margin credit portion of any of the Client accounts: (i) to hold and re-register such securities in our name or in any name other than yours, (ii) to pledge, re-pledge, hypothecate, re-hypothecate, sell, assign, lend, commingle or otherwise transfer or use such securities in our business, separately from or together with all attendant rights of ownership (including the right to vote any such securities or receive dividends) and (iii) to use or invest any cash resulting from our pledging, re-pledging, hypothecating, re-hypothecating, selling, assigning, lending, commingling, transferring or otherwise using such securities at our own risk. The Client agrees that Morgan Stanley and/or Canaccord Genuity in its capacity as carrying broker for Morgan Stanley, may exercise these rights without notice to the Client and may do so in connection with transactions involving amounts that may be greater than the amount of the Client's loans. The Client agrees that our use of the securities in the margin credit portion of the Client's Account shall be free from any claim or right of any nature whatsoever, including any equity or redemption rights the Client may have. Morgan Stanley's obligation to return such securities shall be satisfied by delivering securities of the same issuer, class and quantity as the securities initially transferred (subject to adjustments for corporate actions including, but not limited to, stock splits, reverse splits and stock dividends) or by liquidating collateral and applying the proceeds to the repayment of the Client's loans. The Client understands that on the date that any interest, dividends or other distributions are paid by an issuer with respect to the securities, Morgan Stanley and/or Canaccord Genuity in its capacity as carrying broker for Morgan Stanley, will transfer or credit to the Client's Account substitute payments ("**In Lieu Payments**") in an amount equal to, and in the same currency as, the amount paid by the issuer. The Client acknowledges that the tax treatment of issuer payments and In Lieu Payments may differ under the laws of the United States, another country or any local subdivision thereof and, specifically, that the reduced tax rate applicable to certain dividends under U.S. law received by individuals does not apply to In Lieu Payments and that the preferential tax treatment accorded under Canadian law to dividends paid or deemed to be paid to Canadian

residents by taxable Canadian corporations may not apply to In Lieu Payments.

5.6. *Enforcement of Security*

If:

- (a) the Client fails to comply with any term of this Agreement;
- (b) Morgan Stanley considers it necessary for its protection for any reason whatsoever, including, without limitation, where Morgan Stanley considers any margin in the Account to be insufficient;
- (c) a garnishing order or other attachment is levied against the Account;
- (d) 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; or
- (e) the Client dies or, if the Client is a corporation or other unincorporated entity, is wound up or dissolved;

then, Morgan Stanley and/or Canaccord Genuity in its capacity as carrying broker for Morgan Stanley may, without demand for margin or additional margin and without advertisement or other notice to the Client:

- (i) require additional collateral or equity from the Client;
- (ii) apply credit balances in the Account or any other account in which the Client has an interest to reduce the indebtedness in the Account;
- (iii) 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;
- (iv) purchase or borrow any Securities necessary to cover short sales or to cover open positions;
- (v) cancel any unexecuted orders; or
- (vi) terminate all margin privileges granted to the Client's Account.

Such rights may be exercised separately, successively or concurrently. Morgan Stanley and/or Canaccord Genuity in its capacity as carrying broker for Morgan Stanley, shall not be required by this Agreement to exercise any such rights nor shall it be required to exercise any right prior to exercising any other right. The failure to exercise any or all of such rights or the granting of any indulgence shall not in any way limit, reduce or discharge any indebtedness or part thereof. Any such sales or purchases for the Account may be made upon any exchange or market or at a public private sale upon such terms and in such manner as Morgan Stanley and/or Canaccord Genuity in its capacity as carrying broker for Morgan Stanley, deems advisable without advertising the same. If demand is made or notice given to the Client by Morgan Stanley and/or Canaccord Genuity in its capacity as carrying broker for Morgan Stanley,

it shall not constitute a waiver of any of Morgan Stanley's rights to act hereunder without demand or notice. Any such notice or demand is hereby expressly waived by the Client, and no specific demand or notice given by Morgan Stanley shall invalidate this waiver. The Client acknowledges that the Client shall remain liable to Morgan Stanley for any deficiency remaining following the exercising by Morgan Stanley and/or Canaccord Genuity in its capacity as carrying broker for Morgan Stanley, of any or all of the foregoing rights and that the rights which Morgan Stanley and/or Canaccord Genuity in its capacity as carrying broker for Morgan Stanley, is entitled to exercise pursuant to this section are reasonable and necessary for its protection having regard, in particular, to the nature of securities markets and their volatility. Upon any such sale of the Client's property, Morgan Stanley and/or Canaccord Genuity in its capacity as carrying broker for Morgan Stanley, may purchase the whole or any part thereof free from any right of redemption. In the event of the Client's death or incompetency, the authority given by this section shall continue to be effective and shall be binding upon the Client's executor, personal representative, administrator, assigns, beneficiaries and heirs.

5.7. *Collection and Other Expenses*

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

- (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.

5.8. *Liability for Unsatisfied Balance*

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

5.9. *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 Morgan Stanley will not in any way restrict or prevent Morgan Stanley from exercising any other rights under or insisting on the performance of any other term of this Agreement.

5.10. *Alternative Courses of Action*

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

5.11. *Morgan Stanley's Discretion as to Manner of Sale*

Any sale or purchase made by Morgan Stanley for the Account in the exercise of any of the rights of Morgan Stanley 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 Morgan Stanley at its sole discretion considers appropriate. The Client understands and agrees that it will be solely responsible for the tax consequences of such sales or purchases.

5.12. *Transfers to Other Accounts*

Morgan Stanley 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 Morgan Stanley, including obligations of the Client in respect of any other account with Morgan Stanley, whether such account is a joint account or is an account guaranteed by the Client.

5.13. *Currency*

Morgan Stanley may transfer and convert currency between accounts of the Client as Morgan Stanley considers necessary or advisable to meet obligations in any currencies which are not covered in the Account. If the conversion of currency is required because a trade or other transaction is denominated in a currency other than the currency of the Account, then Morgan Stanley will act as principal with the Client in converting the currency at a rate selected by the Agent from the range of rates available in wholesale currency markets for the applicable processing date (the "conversion rate") plus an adjustment determined by Morgan Stanley in accordance with the custom of its business. The conversion rate will vary from the rate received by the Client, and Morgan Stanley may therefore earn revenue in addition to the commission applicable to any trade. The rate in effect on the processing date may differ from the rate in effect on the transaction date.

5.14. *Maximum Position Value*

The market value of a position cannot exceed 100% of the Client's account liquidation value. For example, if the liquidation value of the account is \$100,000 no single position can be worth more than \$100,000 no matter what the required margin is. For a short position, the market value cannot exceed 50% of the value of the account. The Client understands that the loan value of eligible securities for the purpose of margin is subject to applicable law, regulation or rule as well as Morgan Stanley policies. The Client agrees that, at all times, the client will maintain margin equity in the Client's Account and that the Client will deposit additional collateral or equity as Morgan Stanley may require.

5.15. *Margin Client Acknowledgments and Representations*

You are aware that using borrowed money to finance the purchase of securities involves greater risk than using cash resources only. If you borrow money to purchase securities, your responsibility to repay the loan and interest as required by its terms remains the same even if the value of the securities purchased has declined.

If you utilize margin, you acknowledge and understand that borrowing funds by using securities as collateral involves a high degree of risk. You acknowledge that that you have carefully considered all of the factors relating to margin borrowing and have decided that margin borrowing is appropriate for you. You agree that, in connection with any

requested margin credit advance, Morgan Stanley may use procedures to verify your identity and that these procedures are commercially reasonable.

If you are a registered charity or any other classification of taxpayer that may be adversely affected by maintaining a margin debit in your Account, you represent that you have obtained independent tax advice concerning any potential adverse income tax consequences of maintaining a margin debit in your Account. If you have requested margin and you intend to maintain a margin debit in your Account, you agree to indemnify and hold harmless Morgan Stanley and our Affiliates, employees, predecessors, successors and assigns from any and all liabilities, claims and/or demands, including, but not limited to, any liabilities resulting from adverse federal or state income tax consequences that may result by reason of your maintaining a margin debit in your Account.

6. *Client-directed, Unsolicited Transactions and Accounts*

6.1. *Information on the Client Relationship*

You have opened up a Morgan Stanley Access Direct Account, an account limited to client-directed, unsolicited transactions only, and you agree to be bound by the terms in this section with respect to such account. In addition, if there are client-directed, unsolicited transactions in your other accounts, you also agree to be bound by these terms, if applicable.

- (a) The Client has the obligation to comply with Universal Market Integrity Rules (UMIR) and all applicable rules and regulations of the marketplace to which the order is routed.
- (b) The Firm maintains specific compliance and supervisory procedures to monitor whether a Client has entered an order or series of orders that may:
 - (i) establish an artificial price or quotation (including to affect a high or low closing price or closing quotation in a listed security);
 - (ii) involve no change in beneficial ownership;
 - (iii) create a false or misleading appearance of public trading in a listed security;
 - (iv) result in trading in a listed security for which the client is an insider or member of a control block; or
 - (v) otherwise constitute trading contrary to an exchange requirement.
- (c) The Firm has programmed its trading platform to enforce buying power restrictions on the Client based on margin requirements. The Client is also advised that his/her buying power is limited based on margin requirements.

- (d) Morgan Stanley has the right to reject, change or remove any order entered by the client or to cancel any trade resulting from an order entered by a client at any time and without prior notice.

7. Interpretation and Miscellaneous

7.1. Definitions

In this Agreement:

- (a) “Account” means all and any one of the accounts of the Client with Morgan Stanley, including accounts previously opened, opened concurrently or in the future or from time to time closed and then reopened, renumbered or re-designated; and
- (b) “Securities” has the meaning in the *Securities Act* (Ontario) as amended from time to time and includes, in addition, commodity and futures contracts and derivative products.

7.2. Capacity

The Client represents to Morgan Stanley 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.

7.3. Headings

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

7.4. Governing Law

This Agreement is governed by the law of Ontario and, unless otherwise agreed by Morgan Stanley and the Client in writing or as required by applicable law, Morgan Stanley and the Client will submit exclusively to courts of Ontario 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.

7.5. 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 Morgan Stanley, to give effect to all transactions in Securities for the Account executed pursuant to this Agreement.

7.6. *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.

7.7. *Binding Effect*

This Agreement ensures to the benefit of and is binding on Morgan Stanley, its successors and assigns and the Client and the heirs, executors, administrators, successors, legal representatives and permitted assigns of the Client.

This Agreement shall survive and remain in effect notwithstanding any incidental, temporary or intermittent closing out, reopening or renumbering of any Account.

7.8. *Electronic Signature*

Morgan Stanley may use the Client's verifiable electronic signature on any written instruction or authorization, including, but not limited to, the account application, this Agreement or any other agreement, as a true, complete, valid, authentic and enforceable record, admissible in any judicial, administrative, or arbitration proceeding. The Client agrees not to contest the admissibility or the enforceability of any document with the Client's verifiable electronic signature in any proceeding between the Client and Morgan Stanley.

7.9. *Assignment*

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

7.10. *Amendment*

Morgan Stanley may amend, supplement, modify or rescind any and all provisions of this Agreement, and unless such changes are adverse to the Client or notice is required by applicable law, regulation or rule or other agreements governing the Account, such changes will take effect without notice to the Client. If, however, such changes are adverse to the Client, Morgan Stanley will provide the Client with no less than 30 days written notice, or, if related to a change in fees, 60 days written notice, or as required by applicable law, before such changes take effect.

Notwithstanding the foregoing, Morgan Stanley may make changes to this Agreement that immediately become effective where Morgan Stanley is required to do so by law, regulation or rule or in any other circumstances that would prevent Morgan Stanley from providing prior notice to the Client. If the Client continues to maintain the Account with Morgan Stanley after such notice, the Client will be deemed to have accepted such changes. Subject to subsection 6.7, this Agreement may not otherwise be amended and its terms may not be waived or altered except by agreement in writing signed by the Client and Morgan Stanley.

7.11. Notices

Any notice or communication to the Client pursuant to this Agreement may be given to any address of record of the Client with Morgan Stanley. Any notice to Morgan Stanley pursuant to this Agreement must be given to **2740 - 140 4th Avenue SW, Calgary AB T2P 3N3, 1-833-352-0107**. All notices pursuant to this Agreement must be in writing and sent electronically by email or by prepaid mail, fax or delivered by hand. Such notices will be deemed to have been received, if mailed, on the second business day after mailing or if sent by email or fax, at the time of transmission or if delivered by hand, when delivered. Nothing in this Agreement will require Morgan Stanley to give any notice to the Client not otherwise required to be given. The Client will promptly notify Morgan Stanley of any change of address.

7.12. Termination

The Account may be terminated by the Client or Morgan Stanley by notice in writing, including by email, to the other party 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.

7.13. Limitation of Liability

The Firm shall not be liable to the Client for errors or omissions in connection with the execution, treatment, purchase, exercise or application of any order or other operation in the Accounts, including the fact that the Firm may not exercise the powers conferred to it by this Agreement or otherwise, or for any suffered loss or missed profit in the Accounts, unless these errors or omissions result from its negligence or fault. Without limiting the generality of the foregoing, the Firm shall not be liable for any loss suffered or missed profit caused, whether directly or indirectly, by unusual market activity, government restrictions, by exchange or market rulings, the suspension of trading, wars, strikes, epidemics, communication line failures, power failures or for any reason.

7.14. Force Majeure

Morgan Stanley 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, pandemics or other conditions or events which are beyond the control of Morgan Stanley.

7.15. Morgan Stanley Not Providing Tax, Legal or Accounting Advice

The Client understands and agrees that in the course of providing services to the Client under this Agreement and any other agreements that the Client may enter into with Morgan Stanley, neither Morgan Stanley nor its investment representatives provide the Client with any legal, tax or accounting advice.

7.16. *Tax Representations*

You represent to Morgan Stanley that (i) your account(s) with Morgan Stanley and/or our Affiliates and any Securities or other property therein, including income with respect to such Securities or other property has been or will be timely declared to all relevant tax authorities or that such Securities or other property is not legally required to be declared to all relevant tax authorities and (ii) you have not been convicted of any tax crime in any jurisdiction and, to your knowledge, you are not under any ongoing criminal investigation by any tax authority or law enforcement agency for alleged criminal or fraudulent conduct related to tax evasion. You acknowledge and agree that Morgan Stanley has not provided you with any tax advice relating to any tax reporting obligation in any jurisdiction. You agree to comply with all applicable tax reporting obligations with respect to your account(s) with Morgan Stanley.

You agree to promptly notify Morgan Stanley in writing if any of the above tax related representations ceases to be true.