



MARGIN ACCOUNT AGREEMENT

If OTT Financial Canada Inc., as introducing broker and Interactive Brokers Canada Inc., the carrying broker for your account (referred to herein as the Brokers) permits you (referred to herein as the Client) to trade Securities on margin, the Client agrees to be bound by the following provisions, which apply specifically to each Margin account the Client opens with the Brokers, where the Client agrees to be bound by the following terms and conditions.

- 1. References:** The terms and conditions of the New Account Application Form shall form an integral part of this Margin Account Agreement, including the necessary adjustments in view of the context of a Margin Account. If there's a conflict between the terms and conditions of the New Account Application Form and this Margin Account Agreement, the Margin Account Agreement will rule.
- 2. Relationship with Carrying Broker.** Where the Client requests that a Margin Account be opened, the Client acknowledges that the responsibility for granting margin privileges and the determination of the suitability of the use of margin rests with OTT Financial Canada Inc., as introducing broker for your account. Interactive Brokers Canada Inc., as carrying broker, will provide margin to the Client upon request by the Introducing Broker subject to the terms and conditions outlined in the Margin Account Agreement. The Client acknowledges that any calls for additional margin will be made by the Carrying Broker to the Introducing Broker, who shall therein be responsible for notifying the client of the details of the call for margin, and for ensuring that the call for margin is satisfied by the client. The Client also acknowledges that the Carrying Broker will not transmit calls for margin directly to the Client.
- 3. Holding and Pledging of Securities:** All Collateral for the Client indebtedness to the Brokers will be held by the Broker at a location of the Brokers' choice. Any Securities of the Client which the Brokers hold at any time when the Client is indebted to the Brokers may, without notice to the Client, be pledged by the Brokers as security for any of the Brokers' indebtedness for more or less than the amount due by the Client to the Brokers. Any such pledge may be made either separately or together with the other Securities the Brokers hold. The Brokers may lend the Client Securities or any part of them either separately or together with other Securities the Brokers are holding. The Brokers may cancel access to margin in their sole discretion at any time without prior notice to the Client.
- 4. Transfers between Accounts:** The Brokers can transfer to the Client margin account, at any time, following a transaction, any credit balance in any of the Client accounts, including any free balances in the Client margin account. Any such transfer may be sufficient to cover such transaction. The Client agrees that any debit occurring in any account can be transferred by the Brokers at their discretion to the Client margin account.
- 5. Obligation to Maintain Margin:** The Client will maintain such margin and pay any debit balance owing in any of the Client accounts, as the Brokers may in their absolute discretion require from time to time. If the Client does not meet margin calls promptly, the Brokers can in their sole discretion, and without notice to the Client:

- a. take any step necessary to protect the Brokers' interest in connection with put and/or call option transactions made for the Client account, including the right to buy or sell for the Client account and risk any part or all of the shares represented by options made by the Brokers for the Client account, or
- b. buy for the Client account and risk any put and/or call options as the Brokers may deem necessary to fully protect the Brokers.

The Client also agrees that all expenses incurred by the Brokers in this connection will be paid by the Client. The Brokers may at any time in their discretion if considered advisable for the Brokers' protection (without the necessity of a margin call) and, without prior demand, tender and without any notice of the time or place of sale, all of which are expressly waived by the Client:

- i. sell any or all Securities or contracts relating thereto which may be in the Brokers' possession, or which the Brokers may be carrying for the Client, or
- ii. buy any Securities or contracts relating thereto of which the Client account may be short, in order to close out in full or in part any commitment on behalf of the Client, or
- iii. the Brokers may place stop orders with respect to such Securities.

If the Client is short of any Security or holds a Security that creates a short position, the Client is liable to the Brokers for all consequences and expenses resulting from that position, including, but not limited to, the expenses incurred by the Brokers and by third parties for which the Brokers are responsible to buy in the Security or to exercise any corporate action election.

6. Payments: Except as provided above, required margin for the transactions shall be available in the account at the time of the trade. Any demand by the Brokers for payment will be paid by the Client immediately following the demand.

7. Interest on Credit Extended; Additional Margin Calls: The Client agrees to pay the Brokers' interest on any credit extended to or maintained for the Client by the Brokers for the purpose of purchasing, carrying or trading any Security. The initial rate of interest will be disclosed to the Client by the Brokers when the Brokers open the account. Thereafter, the rate is subject to change from time to time. If there is a change in the market value of Securities in the Client margin account, the Brokers may require additional collateral. The Brokers retain the right to require additional margin at any time the Brokers consider it necessary. Any written or verbal call for additional collateral may be satisfied by delivery of additional marginable Securities or cash immediately following the demand. Any Securities in any of the Client accounts are collateral for any debit balances in the Client margin account. The Brokers reserve the right to consider any Security to be ineligible from time to time.

8. Limitation of Liability and Indemnification: The Client acknowledges and agrees that use of the margin permitted under this Agreement is solely within the Client's discretion. The Client agrees that the Brokers have no responsibility or liability with respect to the use of such margin or the success or otherwise of any use to which the Client puts such margin. The Client agrees to be solely and wholly responsible for the consequences of the use of any margin under this Agreement. The Client agrees to indemnify and hold the Brokers and each of our respective employees, directors, officers and agents harmless from and against all losses arising from the Client use of margin permitted under this Agreement.

9. Miscellaneous: Any Security held by the Broker for the Clients account when indebted to the Brokers may be used by the Brokers for making delivery against a sale, whether short or otherwise. The Brokers may use the Security whether such sale is for the Client account or for the account of another of our clients.

10. Waivers; Joint Account: No waiver of any provision of this agreement will be considered a waiver of any other provision, or the continuing waiver of the provision(s), so waived. If the Client account is a joint account, the obligations of each of the Clients are joint and several (that means collective and individual).

11. Introducing and Carrying Broker Relationship: OTT Financial Canada is an introducing broker to Interactive Brokers Canada Inc. ("Interactive"), an IROC Dealer Member. As introducing broker, OTT Financial Canada is responsible for determining that the account you wish to open is appropriate for you, providing instructions to you on how to apply for an account, supervising its Investment Representatives who provide all customer service and technical support and respond to customer complaints, inquiries and requests, and for accepting customer orders and transmitting them to Interactive for execution. As our carrying broker, Interactive is responsible for obtaining and verifying account information and documentation, opening and closing customer accounts, receiving, segregating, safeguarding and delivering customer funds, securities and other property, extending credit to customer accounts, collecting margin from the accounts and determining approval and enforcing credit or margin limits applicable to the accounts, receiving orders from you for your account and executing such orders and clearing executed transactions, providing confirmations and statements to customers, accepting instructions regarding voluntary corporation actions and accepting instructions with respect to options and securities rights.

12. Regulatory Requirements: OTT Financial Canada advises that all transactions entered into on behalf of the customer shall be subject to the Rules of IROC and/or any securities exchange if executed thereon.

Client Name
(Primary Account Holder)

Client Name
(Joint Account Holder)

Client Signature

Client Signature

Date (mm/dd/yy)

Date (mm/dd/yy)