



Terms and Conditions Of Client Service Agreement

Between
Moneyway Currency Exchange (MWCE)
And
The Client (as described in this document)

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Prepared by: Moneyway Currency Exchange Corp (MWCE)

Section 1: Definitions

Client: In this Agreement, The Client is any person who buys for resale or wants to use the Services directly from the MWCE, or the MWCE's agent or broker.

Furthermore, The Client comprehends and agrees to the Terms and Conditions that form The Client Service Agreement or the Agreement. The Agreement is prepared to facilitate Client's entering into a certain type of currency exchange transaction with MWCE.

Bank: An entity chartered and regulated by a state, provincial or federal government or foreign governments that registers Clients based on a thorough compliance system.

Bank Draft: Guaranteed by the issuing bank, a bank draft is a form of payment by a cheque on behalf of the payee. A draft gives the payee the assurance of a secure form of payment. Payer notices a decrease in his bank account balance when the draft is written against his or her account.

Certified Cheque: In order to ensure the payee that the issued cheque is written from an account that has enough balance to cover the payment of the cheque and the signature on the cheque is genuine, the banks issue certified cheques to the order of their account holders.

Currency: Including coins and paper notes, currency is a generally accepted form of money and the most liquidated asset that is issued by a government and circulated within an economy. Currency is the basis to pay for trading and the most common medium of exchange for goods and Services.

Event of Default: When the lender demands full repayment of an outstanding balance sooner than due date caused by an action or circumstance, an event of default has occurred. An event of default allows the lender to seize any collateral that the borrower has pledged based on the contract between the two parties.

Financial Institution: When a company's business is engaging in the business of handling monetary transactions, it is a financial institution (FI). An FI's businesses could be deposits, loans, investments and currency exchange. FI also deal with banks, trust companies, insurance companies and brokerage firms or investments dealers that virtually makes it a basic need for anyone living in a developed economy to deal with and FI at least once or in perpetuity.

Foreign Exchange: An institution or system for trade of one national currency for another.

Foreign exchange rate: Also known as rate of exchange, exchange rate or currency exchange rate; it is the rate at which a national currency may convert to another national currency.

Hedging: A transaction for mitigating currency risk related to legitimate commercial or business activity in order to cover costs incurred and payable in a foreign currency.

Margin deposit: Common in the trading of financial instruments, margin deposit includes foreign exchange and option contracts. The margin deposit is used as a collateral on a financial transaction to cover portion or all the credit risk of their counterparty, ensuring that it meets its payment obligations.

Parties: referring to MWCE and The Client and every individual is a party.

Payee: An individual who receives a form of payment such as cash, cheque, money order, or promissory note.

Services: Refer to section 2 of this document for Services provided by MWCE Financial Ltd.

Settlement: Also known as closing, settlement transfers the title from seller to buyer in a currency exchange transaction.

Settlement Date: The date that the transaction is set to be closed by paying for a purchase or by delivering a sold asset.

Spot Transactions: Refers to any transaction that is intended to be completed at the present market value and be settled on a current basis or within a few days that does not exceed three days.

Speculation: Speculation is the practice of purchasing an asset including the Services that includes exposing one's self to risk with the intention of profiting from price fluctuations that occur in the asset, which in this case is the currency.

Transaction Confirmation: After the exchange transaction is completed a confirmation in form of facsimile, email or online delivery will be provided to the customer.

Wire Transfer: an electronic transfer of funds from the bank account of an individual or entity to another individual or entity's bank account.

Section 2: Services offered by MWCE Financial Ltd

2.01 Customer of MWCE have access to the following Services:

- (a) International electronic Funds transfers
- (b) Foreign exchange for over-the-counter delivery
- (c) International receipts of Funds
- (d) Foreign Currency Drafts
- (e) Forward contracts (not for speculation)
- (f) Any other Services MWCE offers.

2.02 MWCE may modify, change or discontinue the available Services over time. MWCE will not be liable to The Client for damages resulting from the discontinuation or modification of any Services provided by MWCE, except in the event of fraud, gross negligence or willful misconduct.

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Section 3: Scope of the Agreement

3.01 These Terms and Conditions are prepared to dictate the guidelines for the customer entering into a foreign exchange transaction or contract with MWCE from time to time and for the Services offered by MWCE as mentioned in Section 2 of this Terms and Conditions.

Section 4: Representation and Warranties:

4.01 The Client hereby assures and warrants to MWCE that:

- (a) It has all the authority and capabilities to enter into this Agreement and to carry out its obligations with respect to each foreign exchange transaction entered with MWCE;
- (b) This Agreement has been authorized following proper procedure by The Client;
- (c) To the best of Client's understanding and knowledge, this Agreement is binding upon The Client and does not contradict with or violate the terms

of any constitution or charter also known as constating documents of The Client or any Agreement that The Client may be bound to;

- (d) The Client is entering the Agreement as a principal and not on behalf of a third party.
- (e) No event of default has occurred under the terms of this Agreement;

4.02 The Client represents, assures and warrants to MWCE that all the information they have given and will provide to MWCE is accurate and valid. Also, all the information provided by The Client to MWCE pursuant to The Client Service Agreement including the provisions of these Terms and Conditions is accurate and complete and The Client agrees to forthwith notify MWCE if such information changes.

Section 5: Process of Trades and Settlement

5.01 The following procedures will apply to all Services provided in accordance with this Agreement:

- (a) The Client will provide MWCE with a list of representatives who may give instructions to MWCE on behalf of The Client. Notwithstanding this, MWCE will not be liable for any losses or damages incurred by The Client providing instructions to MWCE which are subsequently acted upon MWCE.
- (b) Section 5.01 (b) is not related to MWCE's policy towards a third party's representative(s).
- (c) MWCE does not accept and will not make any transactions for Clients who are entering the Agreement on behalf of a third-party unknown to MWCE. All foreign currency exchange dealers of MWCE follow the Anti-money laundering guidelines that strictly prohibits Clients acting on behalf of a third party.
- (d) The Client will be required to fill-out an order form, which will be submitted to their assigned MWCE foreign exchange dealer. The order form may also be signed by the appropriate representative of The Client.
- (e) The transaction confirmation will set out the applicable foreign exchange rate and any and all fees related to the transaction that is payable to MWCE. It will also indicate the required monies and deposit that should be paid by The Client to affect the transaction.

(f) MWCE reserves the right to correct any error in the rate to be

(g) Applicable to each transaction if an obvious error or mistake have occurred, the error will be corrected according to the fair market value of the rate of the currency at the time that the transaction was made, as determined by MWCE. MWCE will provide all the information to The Client to assure them that MWCE has acted fairly and reasonably in the circumstance.

(h) In order to make the transaction final, The Client must clearly authorize and accept each transaction as indicated in the transaction confirmation.

(i) The Client should pay MWCE completely, and fully according to the transaction confirmation in order to make the transaction final.

(j) In order to confirm the transaction as set out in the transaction confirmation, The Client may have to pay a deposit. The deposit may be a fixed amount or based on a percentage of the total value

payable to MWCE as indicated in the transaction confirmation. It may also be a floating margin deposit based on a percentage of the value of the currency to be exchanged as will be indicated on the transaction confirmation.

(k) The Client may pay or provide funds to via certified cheques, bank drafts, electronic fund transfer, or by The Client's authorizing MWCE to deposit MWCE's account from The Client's bank account or other financial institutions. For deposits, the Client may provide a cash deposit or a debit card purchase.

(l) MWCE will provide The Client with a notice that would include the outstanding balance owing to MWCE from The Client. Should such notices be sent to Client, he or she has only until the next business day at 6:00 PM to settle the amount stipulated in the notice.

(m) Any deposits paid to MWCE by The Client should be applied by MWCE in its sole discretion or against any other amounts that are payable by The Client or shall be returned to The Client if MWCE approves of it.

(n) MWCE may hold any funds payable to The Client until the closing day or the settlement date when the full delivery will occur as set out in the transaction confirmation

(o) MWCE will use all commercially reasonable efforts in its best capabilities to make sure that the process of the transactions concludes on the day they are authorized. However, MWCE will not guarantee that this will always be possible. Additionally, MWCE cannot and will not be responsible for the time it takes other relevant financial institutions to process the transactions.

(p) The Client should contact MWCE directly if they wish to cancel, amend or reverse a transaction for any reason. MWCE will use all its commercially reasonable efforts and capabilities to try to process such amendment, cancellation or reversal, all at the cost and for the account of Client. However, The Client should acknowledge that such request for cancellation, amendment or reversal of their transactions may not be possible once the transaction confirmation has been authorized and accepted by The Client.

Section 6: Data/Recordkeeping

6.01 The Client acknowledges that MWCE will keep a record of all the transactions and all the information given by The Client. Moreover, MWCE will track and record The Client's use of MWCE Services.

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Section 7: Confidential Information and Privacy

7.01 Upon Client's request, MWCE should be able to provide The Client the assurance that all the information provided to MWCE by The Client will be kept confidential and private using all the commercially reasonable precautions. MWCE will collect, use and keep private the personal and confidential and personal information of The Client in accordance with MWCE's privacy policies.

7.02 MWCE may disclose The Client's personal or confidential information to MWCE employees, agents, officers or to its affiliates in the course of providing its Services. MWCE 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 Service or in order to comply with all applicable legislation or other legal requirements.

Section 8: Consent to Credit Checks

8.01 The Client will agree to provide MWCE with all necessary banking information which MWCE reasonably requires in order to provide the Services herein. In addition, The Client hereby authorizes and consents to MWCE:

(a) Contacting the Client's bank in order to verify the Client's identity, account information and any other information that MWCE reasonably requires from the Client's Bank;

(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 transaction

Section 9: Anti-Money Laundering (AML)

9.01 The Client should acknowledge and agree that MWCE may refuse to provide its Services to the client or complete any transactions for the Client where MWCE 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.

9.02 The Client agrees to provide all the information MWCE requires and to cooperate with MWCE to ensure that all legislation has been complied with by MWCE relating to Anti-Money Laundry (AML) and the transmission of funds from the proceeds of crime. Any failure by the Client to cooperate pursuant to this part 9 and to provide the necessary information will constitute an Event of Default as defined in Section 1 and as described in section 11 of these Terms and Conditions.

9.03 The Client Acknowledges that from time to time, Law enforcements and government agents and other regulatory bodies may inspect or investigate certain transactions carried out on the Client's behalf. The Client understands that MWCE may be required to disclose certain information about the Client's profile and transactions to the mentioned third parties in this section. The client consents to such disclosure of information mentioned in this section.

Section 10: No interest payments made

10.01 MWCE may receive and hold monies on the Client's behalf in the course of providing the Services which are not needed as a margin deposit or required to settle a contract from time to time. The Client Acknowledges that MWCE will not pay interest on such excess monies held on behalf of the Client.

Such excess monies may be held by MWCE in its general accounts. The Client may direct the payment or application of funds by MWCE and may request the return of any funds held by MWCE if such funds are already held by MWCE as a deposit or on margin for an existing transaction.

Section 11: Termination

11.01 MWCE may terminate this Agreement at any time without notice.

11.02 The Client may terminate this Agreement at any time by providing notice to MWCE.

11.03 Provided that no event of Default has occurred, 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 obligation of the Parties pursuant to such transactions have been fully completed.

11.04 The following shall be constituted as an Event of Default under the Terms and Conditions of this Agreement:

- (a) If either Party does not perform on time any of its obligations under this Agreement including, without limitation, Client's obligation in Section 9 and Section 13.
- (b) If the client makes a misrepresentation in any of the representations and warranties found in section 4 of these Terms and Conditions, or if the Client makes a statement to MWCE which is untrue or misleading in any material respect;
- (c) If the Client becomes bankrupt or insolvent or files for bankruptcy.

11.05 In the event there is an event of Default by the Client, then MWCE may, at its options, either withhold all further Services from the Client and/or terminate this Agreement immediately and the Parties excluding obligations pursuant to any transactions which were entered into prior to the occurrence of the Event of Default. MWCE may terminate this Agreement by providing written notice to the other party.

11.06 All rights and obligations pursuant to sections 7, 8, and 17 of this Agreement shall survive the termination of this Agreement shall continue indefinitely.

Section 12: Right of Set-off

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

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

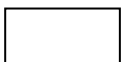
Section 13: Speculation is Prohibited to Be Used as a Service

13.01 The Client acknowledges that it may only use the Services for the purpose of Hedging and not for the purpose of Speculation. Any use of the Services provided by MWCE by the Client for the purpose of Speculation shall constitute an Event of Default pursuant to part 11 of these Terms and Conditions.

Section 14: Limitation of Liability/Indemnity:

14.01 To the extent which is permitted by applicable laws, MWCE will not be liable to the Client for any losses or damages that it suffers under this Agreement except for those 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 MWCE, its dealers, officer, or employees.

14.02 MWCE'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



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damages or special damages.

14.03 MWCE 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, MWCE 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.

14.04 The Client acknowledges and agrees that the representations and warranties provided by the Client herein will be relied upon by MWCE for the purpose of determining the eligibility of the Client to utilize the Services. The Client agrees to indemnify and hold harmless MWCE 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 MWCE.

Section 15: Amendments to Terms and Conditions

15.01 MWCE reserves the right to amend any terms of these Terms and Conditions at any time.

15.02 Any amendments to the Terms and Conditions shall be effective immediately upon notice to the Client on a go-forward basis.

Section 16: Notice

16.01 Any notice or other communication in respect of this Agreement may be given in any of the following ways:

- (a) By email or courier to the address provided on the first page of this document;
- (b) By Facsimile to the fax number provided on the first page of this document;
- (c) document;
- (d) By electronic mail to the email address provided on the first page of this document.

16.02 All notices sent by mail or by courier mail shall be deemed to have been received on the date which the notice has been delivered. All notices sent by facsimile or by email shall be deemed to have been received on the date which the notice is sent, provide that no indication of service interruption is received by the notice sender at the time that the notice is provided.

16.03 Either Party may provide notice to the other that it wishes to change its address, fax number or email address for receiving notices at any time.

Section 17: Online Platform

17.01 In order to complete a Deal online using MoneyWay The Client must click the Book Deal button on the MoneyWay platform. Once the Client clicks the "Book Deal" button The Client will have accepted the Deal and it will be a binding obligation.

17.02 The Client will be responsible for each Deal that is entered into, including any Deal that is entered into by any person who uses a password with proper authorization. However, The Client will not be responsible for any unauthorized Deal that is entered into after The Client has given MoneyWay

Section 18: Miscellaneous

18.01 The Client may not assign its interest in this Agreement without the prior written consent of MWCE, 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 purpose of this paragraph. VBCE 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 MWCE, its successors and assigns and shall remain binding upon the Client and its respective successors and assigns.

18.02 All correspondence, agreements and other communications between the Client and MWCE shall be in the English Language. Moreover, the Transaction Confirmation shall be in English Language entirely.

18.03 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.

18.04 No delay or omission on the part of either Party in exercising any of its rights under this Agreement shall be deemed to be a waiver thereof, or shall any waiver preclude the waiving Party from exercising such rights in the future pursuant to the terms of this Agreement.

18.05 Heading in this Agreement are used for the ease of reference only.

18.06 Time shall at all times be of the essence in this Agreement. Any reference to times shall refer to the local time of MWCE's head office in West Vancouver, British Columbia, Canada.

18.07 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.

18.08 This Agreement comprises the entire agreement between the Parties with respect to the use of the Services of MWCE by the Client.

18.09 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.

18.09 The Client confirms that they have requested this Agreement and all related documents to be drawn up in the English language only.

Vous confirmez avoir exigé que ce contrat et tous les documents s'y rapportant soient rédigés en anglais seulement.

Moneyway Currency Exchange Financial Ltd.

Signature	Date(DD/MM/YYYY)
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Print Name and Title

The Client (Representative/Signing Office)

Signature	Date(DD/MM/YYYY)
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Print Name and Title