

This Agreement ("**Agreement**") governs the relationship between you as the client ("**Client**") and WealthBar Financial Services Inc., doing business as Assante Connect ("**Assante Connect**" or "**CI Direct Investing**"). The Agreement is effective as of the date CI Direct Investing accepts the Agreement and is entered into by and between the Client and CI Direct Investing, on the terms and conditions set forth below.

#### Ownership

1. The managed investment account(s) (the "**Account**") is or will be registered in the name(s) of the Client. Where the Account is registered in the name of more than one individual, CI Direct Investing is entitled to accept instructions from any one of such individuals or the individual's representative without notice to, or the consent of, any other individual.
2. The assets in the Account are held by an external custodian or carrying broker ("**Custodian**"). When you open your Account, a Custodian from the list of Custodians found in Schedule A will be engaged for you.

#### Authority

3. The Client authorizes CI Direct Investing to establish the Account in the name of the Client. Furthermore, the Client authorizes designated employees of CI Direct Investing to act as advising representative(s) in connection with the Account and to make specific investment actions with regard to the Account.
4. The Client authorizes CI Direct Investing to construct for the Account, portfolio(s) of appropriate investments and manage the portfolio(s) within the terms and stated objectives, risk tolerance, and other considerations as determined from the information provided by the Client on CI Direct Investing's Know Your Client Form (the "**KYC Form**"). The management of the portfolio and its investments may be changed from time to time, giving consideration to:
  - (a) market conditions,
  - (b) the funds available in the Account,
  - (c) any other relevant considerations based on the opinion of CI Direct Investing, acting in good faith.

The Client acknowledges that, in relation to these considerations, that in order to ensure fairness, the allocation of investment opportunities between managed accounts, where such investment opportunities are suitable or appropriate for more than one managed account, will be made in accordance with our Fair Allocation Trading Policy (described in the [Client Relationship Disclosure Information](#)).

5. The Client acknowledges that the prior approval of any transaction is not required for CI Direct Investing to initiate any transaction. However, CI Direct Investing will make information about the transactions made for the Account available to the Client through the Client's portal on CI Direct Investing's website at [www.assanteconnect.com](http://www.assanteconnect.com) (the "**Website**").

CI Direct Investing will manage investments of the Client in a manner consistent with Section 4 of this Agreement, as well as the investment objectives, risk tolerance, and other considerations set out in the KYC Form. The Client confirms that the considerations in the KYC Form are, and will continue to reflect, the true mandate that CI Direct Investing is to use to manage the investments of the Client. The Client accepts the responsibility to inform CI Direct Investing of any material change to the information the client provides in the KYC Form, and to advise CI Direct Investing of any legal

and/or contractual restrictions imposed both in terms of the Client's trading in securities, and/or the Client's deposited securities.

6. The Client gives CI Direct Investing authority to submit to the Custodian funding and withdrawal instructions provided by the Client in relation to managing transfers between the Account and the Client's bank account on record with the Custodian.
7. The Client acknowledges that CI Direct Investing may retain third parties, which may include affiliates of CI Direct Investing, to perform any of the duties or obligations of CI Direct Investing under this Agreement, including but not limited to investment management activities in respect of the Client's Accounts. The Client acknowledges that CI Direct Investing has engaged its affiliate, CI Investments Inc. (CI Global Asset Management or CI GAM) as its sub-adviser in respect of certain of the portfolios and CI GAM may make decisions about the investments of the Account. CI Direct Investing and CI GAM may cause the Account to be invested in investment funds managed by CI GAM.
8. Without limiting the authority granted above, CI Direct Investing is authorized with respect to managing the Account to:
  - (a) invest, reinvest, maintain in cash or cash equivalents, acquire, dispose of and otherwise manage, all or any part of the assets in the Account;
  - (b) unless otherwise instructed by the Client, select and place orders with dealers and brokers to purchase, sell and otherwise trade in or deal with assets in the Account and negotiate the applicable terms, commissions and charges with such dealers and brokers;
  - (c) instruct the Custodian to settle such trades as are directed by CI Direct Investing;
  - (d) instruct the Custodian (i) as to the voting of all proxies received with respect to securities of the Account and execute proxies or voting instruction forms relating to such voting all in accordance with CI Direct Investing's Proxy Voting Policy (available upon request) and (ii) to take such actions and exercise all such rights and powers incidental or relating to ownership of securities in the Account as require the exercise of discretion and may be exercised by any owner of such securities;
  - (e) instruct the Custodian to pay management fees from the Account upon direction from and payable to CI Direct Investing Assante Connect. This authorization covers the Account and any accounts opened by the Client in the future and will remain in effect unless notified otherwise;
  - (f) perform any and all other acts as may be in its judgment necessary or appropriate for the management of the Account, or are necessary to enable CI Direct Investing to carry out its obligations under this Agreement without obtaining the prior approval or direction of the Client.

#### Confidentiality

9. As per the acknowledgement of CI Direct Investing's [Privacy Notice](#) at the time of Account opening and in accordance with applicable privacy laws, the Client consents to CI Direct Investing's use of any provided private and confidential information for such purposes necessary to manage the Account provided such information is used in accordance with CI Direct Investing's internal policies and procedures and applicable law.

Indemnity

10. The Client agrees to indemnify and hold CI Direct Investing, its officers, directors, employees or shareholders, and their respective affiliates and associates, harmless and to release such parties from any and all damages, actions, causes of action, debits, charges, expenses, or other losses arising out of the operation of the Account provided that such operation of the Account does not involve any act of fraud, willful misconduct or negligence on the part of CI Direct Investing and CI Direct Investing has met its Standard of Care (defined below).

Statements

11. CI Direct Investing will provide the Client with an online current summary of the Account, prepared in accordance with applicable laws. The summary will include holdings (book cost and market value), transactions, fees and performance.

Fees

12. CI Direct Investing's management fee will be inclusive of the following additional costs incurred by the Account:

- Custodial fees
- Trading fees
- Annual account administration fees
- Registration fees (for TFSA and RRSP, Spousal RRSP, LIRA, RIF & LIF subject to account minimum)
- Deregistration fees.

CI Direct Investing's management fee does not include fees associated with account closure and transfers out.

13. Annual management fees for CI Direct Investing's services will be calculated and debited in accordance with the attached Fee Schedule (Schedule B) which may be amended with 60 days' notice.

14. Fees are subject to Goods and Services Tax and any other taxes, which may be applicable.

15. Fees will be calculated and accrued on a daily basis based on the market value of the Account, and will be debited monthly, in arrears.

Client Relationship Disclosure Information

16. The Client acknowledges reading and understanding the Client Relationship Disclosure Information published on the Website at [http://support.assanteconnect.com/en\\_US/legal-disclosures/client-relationship-disclosure-information](http://support.assanteconnect.com/en_US/legal-disclosures/client-relationship-disclosure-information), as may be amended from time to time.

Termination

17. This Agreement may be terminated at any time by either party without cause. Termination by CI Direct Investing will be effective on the date specified in the termination notice. This date will not be earlier than 10 days from the delivery of the notice by email to the Client's last email address appearing in the records of CI Direct Investing. Notwithstanding such termination, adequate provision will be made for the proper settlement of all outstanding commitments.

Termination by the Client will be effective upon CI Direct Investing's receipt of the termination notice except with respect to any transaction(s) entered prior to notice.

#### Amendment

18. The terms of this Agreement may be amended by CI Direct Investing upon 60 days' notice to the Client.

#### Assignment

19. This agreement is non-assignable by the Client.

#### Representation and Warranties

20. The Client represents and warrants that:

- (a) the Client understands the terms of this Agreement and has authority to enter into this Agreement;
- (b) the Client has been provided with a copy of the Agreement; and
- (c) the Client acknowledges that CI Direct Investing is relying on the acknowledgments, representations, and warranties set out in this Agreement and in the KYC Form.

21. All notices or other communications required or permitted to be given by one party to the other will be given in writing via the Website, by email or personal delivery or by prepaid regular mail as follows:

- (a) to CI Direct Investing via email at [info@assanteconnect.com](mailto:info@assanteconnect.com) or regular mail at Suite 900, 625 Howe Street, Vancouver, BC V6C 2T6, or an address that CI Direct Investing may give, in writing, to the Client, from time to time
- (b) to the Client through the Client's portal on the Website, the email address and mailing address the Client may give, in writing, to CI Direct Investing, from time to time.

Such notices or other communication are considered received when personally delivered or within three business days after mailing, emailing or submitting via website. In the event that regular postal service is interrupted due to postal strike or other event, notice of other communication is considered delivered three business days after regular postal service is restored.

#### Enurement

22. The terms of this Agreement will be binding upon and ensured to the benefit of the heirs, executors, administrators, and successors (as the case may be) of the Client, and to the successors and assigns of CI Direct Investing.

#### Governing Law

23. This Agreement will be construed and interpreted in accordance with the laws of the Province of British Columbia and each party hereby agrees to such provincial jurisdiction.

Standard of Care; Limitation of Liability

24. CI Direct Investing shall, in carrying out its obligations under this Agreement, act honestly, in good faith and in the best interests of the Client and in connection therewith shall exercise the degree of care, diligence and skill that a reasonably prudent portfolio manager would exercise in similar circumstances (Standard of Care). Notwithstanding the foregoing, the Client understands and agrees that the CI Direct Investing does not represent and cannot guarantee performance results for the Account.
25. The Client understands that there are risks attached to CI Direct Investing's investment of the Account in securities, including various market, currency, economic, political and business risks. **The Client agrees that CI Direct Investing will not be liable to the Client for: (a) any loss that the Client may suffer as a result of CI Direct Investing's good faith decisions or actions where CI Direct Investing exercises the care, diligence and skill expected of a reasonably prudent portfolio manager, or (b) indirect, consequential, special or punitive damages in any circumstances.**

Entire Agreement

26. The term "this Agreement" refers to this Agreement and the Schedules hereto.
27. In this Agreement, unless the context requires otherwise, words importing the singular include plural and vice versa and words importing the neutral gender include the masculine and feminine genders, and vice versa.
28. This Agreement constitutes the entire agreement between the parties and supersedes and replaces all prior negotiations, written or oral understandings, and agreements made between the parties.
29. Unless in writing, and signed by a designated officer or director of CI Direct Investing and by or on behalf of the Client, no waivers, modifications, or the alterations of terms of this Agreement will be binding upon either party.

**SCHEDULE A**

Custodian

The assets in the Account are held by one of the Custodians as listed below:

CI Investment Services Inc., formerly BBS Securities Inc.	15 York Street, 2nd Floor Toronto, ON, M5J 0A3
National Bank Correspondent Network	130 King St. West, Suite 3000 Toronto, Ontario M5X 1J9
Qtrade Credential Securities Inc.	700 – 1111 West Georgia St Vancouver, BC V6E 4T6

**SCHEDULE B*****Fee Agreement and Client Disclosure Statement***Role of CI Direct Investing

As a registered portfolio manager under the securities laws of your jurisdiction, CI Direct Investing is authorized to act as your discretionary investment manager. CI Direct Investing will construct portfolio(s) of appropriate investments for your Account and manage the portfolio(s) based on the KYC Information that you have provided to CI Direct Investing, as updated by you to reflect material changes to your KYC Information.

CI Direct Investing does not collect commissions from the products it sells. In order to maintain objectivity when advising on your Account, we charge the clients directly a percentage of assets under CI Direct Investing's management (the "Management Fee"). **CI Direct Investing will charge you an annual management fee equal to 0.40%.**

Management Fees will be calculated and accrued on a daily basis, and will be debited monthly plus applicable taxes in the jurisdiction in which the Client resides. If there were any commissions paid to CI Direct Investing as a result of products held in the Client's name, the commissions would be rebated to the account on a pro-rata basis, based on the holdings in the account and the time the security was held by the Client during the billing period.

The management fee calculation will start following the account opening date. The account opening date will be defined as the date of the initial deposit. Accounts that are redeemed prior to the end of the billing period will be charged on the pro-rata basis for the amount of days it was under CI Direct Investing's management.

What does your fee pay for?

CI Direct Investing's Management Fee will be inclusive of the following additional cost incurred by Client's accounts.

- Custodial Fees
- Trading Fees incurred by rebalancing.
- Annual account admin fees
- Registration fees (for TFSA and RRSP, Spousal RRSP, LIRA, RIF & LIF subject to account minimum)
- Deregistration fees (for deregistration of registered plans such as TFSA, RRSP, etc.)

What your fee does not pay for?

Certain accounts, services and products such as, but not limited to Group RRSP plans, etc., may be excluded from our standard fees calculated based on assets under management as described above. These accounts, services and products will be charged separately providing the Client with such details.

Management Expense Ratio of investment products (the "MER")

CI Direct Investing does not control the costs and the MERs of the products it provides and as such does not include that fee in its Management Fee.

Account closure and transfer out/partial transfer out fees

CI Direct Investing's Management Fee also does not include account closure and transfer out fees, except in circumstances where CI Direct Investing caused such transaction in a regular course of managing the Client's account.

Role of Your Representative

Your representative (your "Representative") introduced you to CI Direct Investing. Your Representative is not involved in any services provided by CI Direct Investing under the Agreement. CI Direct Investing provides discretionary investment management services to you, not to your Representative.

You have entered into a separate Service Fee Agreement with your Representative under which you have agreed to pay your Representative a service fee calculated as a percentage of the aggregate net asset value of your assets in the Account (the "Service Fee"). In the Service Fee Agreement, you have acknowledged and agreed that CI Direct Investing will withdraw the Service Fee, plus applicable taxes, from your Account as of the last business day of each month and pay the Service Fee, plus applicable taxes, to your Representative's sponsoring firm by no later than 45 days after month-end.

If you terminate the Service Fee Agreement, or otherwise terminate your relationship with your Representative, you need to notify CI Direct Investing in writing as soon as possible so that CI Direct Investing knows to stop debiting and processing the Service Fee from your Account. If you switch to a new Representative and enter into a new Service Fee Agreement with the new Representative, you need to notify CI Direct Investing in writing as soon as possible so that CI Direct Investing can adopt the new fee processing arrangement for your Account.

Disclosure of Personal Information

In your Service Fee Agreement, you authorize and direct CI Direct Investing to disclose all information to your Representative regarding your assets invested in the Account, including information related to investment performance, transfers, account expenses, beneficiaries, deposits and withdrawals.

You may withdraw this consent at any time by providing written notice to CI Direct Investing. Notwithstanding such withdrawal of consent, Service Fees will continue to be debited from your Account and paid to your Representative unless you notify CI Direct Investing that the Service Fee Agreement has been terminated as described above under "Role of Your Representative".

Additional information about how CI Direct Investing protects your privacy and shares certain information with third parties can be found in CI Direct Investing's privacy policy available online.

Conflicts of Interest

The possibility of a conflict of interest may arise in any arrangement where a firm and its representatives have a financial interest in introducing you to another firm. CI Direct Investing and your Representative have entered into a Representative Service Agreement which provides a mechanism for your Representative to collect Service Fees directly from your Account with CI Direct Investing, in accordance with your authorization under the Service Fee Agreement and in recognition of the services your Representative is providing you outside of your account with CI Direct Investing. The existence of the



Representative Service Agreement may have impacted your Representative's decision to introduce you to CI Direct Investing.

CI Direct Investing is not affiliated with<sup>1</sup>, nor makes any representations regarding your Representative or his/her firm. Each of CI Direct Investing, your Representative, and his/her firm have their own policies and procedures which govern conflicts of interest. More information on conflicts of interest can be found in the CI Direct Investing [Conflicts of Interest Disclosure](#).

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<sup>1</sup> CI Direct Investing is affiliated with registered firms whose representative may be your Representative. A list of our affiliates can be found on our [Conflicts of Interest Disclosure](#).