

This managed investment account agreement (the "Agreement") along with the Client Relationship Disclosure Information, effective as of the date accepted is entered into by and between the undersigned client(s) (the "Client") and Assante Connect, a division of WealthBar Financial Services Inc. ("WealthBar", "Assante Connect", "we", "us", "our") carrying on business as Assante Connect (the "Portfolio Manager"), on the terms and conditions set forth below.

Appointment

1. The Client hereby appoints the Portfolio Manager as portfolio manager of the Client's assets held in each of the accounts that the Client opens with the Custodian (as defined below) through the Portfolio Manager's platform during the term of this Agreement (each an "Account" and collectively the "Accounts"), with full power to supervise and direct the investment of the assets in the Accounts (the "Account Assets") as provided for herein. The Client acknowledges that all investment actions taken by the Portfolio Manager pursuant to this Agreement are binding upon the Client. The Client acknowledges that the services provided by the Portfolio Manager are limited in scope to the portfolio management of assets in the Accounts and that the Portfolio Manager is not providing tax, legal, or accounting advice.

Ownership

2. The managed 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, the Portfolio Manager is entitled to accept instructions from any one of such individuals or his or her legal representative without notice to, or the consent of, any other individual.
3. The Accounts are held by in the Clients name at CI Investment Services Inc. or its duly appointed agents acting as securities broker and custodian (the "Custodian") and will hold, control and administer all securities and cash in the account ("Account Assets").

Authority

4. The Portfolio Manager shall be authorized to exercise the following powers for and on behalf of the client and each Account:
 - a. To establish the Account in the name of the Client. Furthermore, the Client authorizes our designated employees to act in connection with the operation and investment management of the Account.
 - b. 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 account application completed by the Client. This may be complemented by any additional information provided by the Client. The management of the portfolio and its investments may be changed from time to time, giving consideration to:
 - market conditions,
 - the funds available in the account,
 - any other relevant considerations based on the Portfolio Managers opinion, acting in good faith.
 - c. To manage Account Assets in line with the portfolio constructed as well as the investment objectives, risk tolerance, and other considerations included in the Account application.

- d. To make all investment decisions in respect of the Account Assets and to otherwise manage the Account Assets and direct the Custodian to invest or reinvest any money or assets at any time, in any market, using any dealer, held in or for an Account in such securities or other investments as the Portfolio Manager may in its sole discretion determine which includes:
- to purchase, sell and otherwise trade in securities;
 - to invest such portion of the Account Assets in cash or cash equivalents as Portfolio Manager from time to time may deem to be in the best interests of an Account;
 - to buy or sell securities denominated in foreign currencies or conduct foreign exchange transactions on behalf of an Account or to enter into such transactions with counterparties;
 - to manage all or any part of the Account Assets;
 - to instruct the Custodian to settle any transactions as are directed by the Portfolio Manager;
 - to negotiate the applicable terms, commissions and charges with such dealers and brokers;
 - to act as power of attorney with full power and discretion to exercise voting rights and take corporate actions, as may be required of a security holder, or which such security holder is legally entitled to take, relating to each security held in an Account; and
 - to update the Client of any transactions on a regular basis, the prior approval of any such transaction is not required to initiate any transaction.
- e. 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 or Client's existing financial institution.
- f. To instruct the Custodian to pay management fees from the Account upon direction from and payable to the Portfolio Manager. This authorization covers the Account(s) opened now and at a later date and will remain in effect unless notified otherwise.
- g. 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 the Portfolio Manager to carry out its obligations under this Agreement without obtaining the prior approval or direction of the Client.
5. The Portfolio Manager will manage investments of the Client in a method consistent with Paragraph 4 of the Agreement, as well as the investment objectives, risk tolerance, and other considerations set out in the Account application and any updates.

Confidentiality

6. The Portfolio Manager will collect such personal information from its clients, including the Client, as it deems necessary or advisable in its discretion in order to: (i) discharge the Portfolio Manager's obligations under applicable law, including the AML Rules, (ii) perform a suitability assessment of the Client in compliance with applicable securities laws,

and (iii) perform its obligations pursuant to this Agreement. All personal information received by the Portfolio Manager will be treated in accordance with the Portfolio Manager's Privacy Policy, which can be found here.

7. Unless authorized by the Client, the Portfolio Manager shall not disclose or appropriate for its own use, or for the use of any third party, at any time during or subsequent to the term of this Agreement, any confidential information of the Client of which it becomes informed during such period, except as required in connection with the Portfolio Manager's performance of this Agreement, or as otherwise provided herein, or as required by a court or governmental authority. The Client agrees the Portfolio Manager may disclose such information to the Portfolio Manager's affiliated companies and external service providers, for the purpose of maintaining or administering the Account.
8. Subject to the foregoing, the Portfolio Manager will use its best efforts to ensure that it does not disclose such confidential information to unauthorized parties.

Indemnity

9. The Client agrees to indemnify and hold the Portfolio Manager, its officers directors, employees (including Advising Representative), or shareholders and their respective affiliates and associates, harmless and to release such parties from any and all damages, actions, causes of action, debts, 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 the Portfolio Manager.

Statements

10. The Portfolio Manager will provide the Client with monthly and annual statements of the Account. The statements will include holdings, transactions, fees and performance.

Fees

11. In consideration of the services to be rendered by the Portfolio Manager, the Client shall pay to the Portfolio Manager a fee with respect to each Account (the "Investment Management Fee"), as outlined in Schedule C.
12. 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.
13. The Portfolio Manager may amend Schedule C, in its sole discretion, with 60 days' prior written notice to the Client.
14. The Portfolio Manager is hereby authorized to collect any Investment Management Fees directly from the applicable Account Assets. Additionally, the Portfolio Manager may sell or, if necessary, instruct the Custodian to sell, such Account Assets as are required to pay such Investment Management Fees. Investment Management Fees are subject to either the federal or harmonized sales tax, as applicable.
15. The Client may have entered into an arrangement with a dealing representative at an affiliated dealer, Assante Capital Management Ltd. or Assante Financial Management Ltd., whereby the Client has agreed to pay the dealing representative a fee (the "Service Fee"). If the Client directs the Portfolio Manager to do so, the Portfolio Manager is hereby authorized to collect the Service Fee directly from the applicable Account Assets and remit it to Assante Capital Management Ltd. or Assante Financial Management Ltd., in accordance with Schedule C. The client may withdraw such direction at any time.

Amendment

16. The terms of this Agreement may be amended by the Portfolio Manager upon 60 days' notice to the Client.

Termination

17. This Agreement shall remain in force until terminated by either party without cause. All applicable Fees will be assessed and payable on termination. Termination by Portfolio Manager 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 the Portfolio Manager or via the Assante Connect portal. Termination by the Client will be effective upon Portfolio Manager's receipt of the written termination notice by email or through the Assante Connect portal except with respect to any transaction(s) entered prior to notice. Notwithstanding such termination, adequate provision will be made for the proper settlement of all outstanding commitments. No refund of any Fee previously paid shall be payable upon termination of this Agreement by the Client. For greater certainty, receipt by the Portfolio Manager and/or the Custodian of acceptable account transfer documentation, whether written or electronic, may, in the sole discretion of the Portfolio Manager, be deemed to constitute effective written notice of termination of this Agreement.

Assignment

18. This agreement is non-assignable by the Client. The Portfolio Manager may sell, assign, transfer or hypothecate its right or interests created under this Agreement on 60 days' prior notice to the Client.

Representation and Warranties

19. The Client represents and warrants that:

- he or she understands the terms of this Agreement and has authority to enter into the Agreement;
- he or she has been provided with a copy of the completed Agreement;
- he or she acknowledges that the Portfolio Manager is relying on the acknowledgments, representations, and warranties set out in this document;
- he or she has been advised, that in order to ensure fairness, the allocation of investment opportunities between managed accounts, which such investment opportunities are suitable or appropriate for will be made in accordance with Fair Trade Allocation Policy (Schedule A);
- the considerations in the Account application and any updates are, and will continue to reflect, the true mandate that the Portfolio Manager is to manage the investments of the Client; and
- he or she accepts the responsibility to inform the Portfolio Manager of any material change, and to advise the Portfolio Manager 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.

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

- to Assante Connect's website at www.assanteconnect.com via the a client portal, via email address for the Portfolio Manager and by mail to Suite 490, 1122 Mainland Street, Vancouver, BC V6B 5L1, Fax: 888 373 7674, or an address that the Portfolio Manager may give, in writing, to the Client, from time to time.

- to the Client through the Client's portal on Assante Connect's website at www.assanteconnect.com, the email address and mailing address the Client may give, in writing, to the Portfolio Manager, 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

21. 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 the Portfolio Manager.

Governing Law

22. This Agreement will be construed and interpreted in accordance with the laws of the applicable province and each party hereby agrees to such provincial jurisdiction.

Standard of Care

23. The Portfolio Manager 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. Notwithstanding the foregoing, the Client understands and agrees that the Portfolio Manager does not represent and cannot guarantee performance results for the Account.
24. The Client understands that there are risks attached to the Portfolio Manager's investment of the Account in securities, including various market, currency, economic, political and business risks. The Client agrees that the Portfolio Manager will not be liable to the Client for any loss that the Client may suffer as a result of the Manager's good faith decisions or actions where the Manager exercises the care, diligence and skill expected of a reasonably prudent portfolio manager.

Entire Agreement

25. The term "this Agreement" refers to this Agreement and the schedules hereto and includes any agreement, schedule, or instrument supplementary or ancillary. Which include: Schedule A, Schedule B, Schedule C, Client Relationship Disclosure Information.
26. 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.
27. 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.
28. Unless in writing, and signed by a designated officer or director of the Portfolio Manager 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"*Fair Trade Allocation Policy

The Portfolio Manager has in place a fairness policy (the "Policy"), which discusses the procedures for the fair treatment of all clients of the Portfolio Manager, with respect to the allocation of investment opportunities.

The Portfolio Manager manages client accounts in accordance to specified investment models.

The Portfolio Manager will allocate investment opportunities that are suitable for client accounts. In determining the suitability of each investment opportunity to a client account, consideration will be given to a number of factors, which include but are not limited to:

- a) the client's stated investment objectives and strategies;
- b) investment merits;
- c) the account's existing portfolio composition; and,
- d) the target allocations of the models.

When an investment opportunity is suitable for two or more client accounts, the Portfolio Manager will allocate such an investment opportunity on a pro rata basis. Each account involved will receive a percentage of the executed portion of the order based upon such account's percentage participation in the entire order. This procedure applies to all accounts participating in the trade falling under the same trading deals. Calculating the average price of all executions taken, as well as the expenses incurred pursuant to the particular order, will determine the security selling or purchase price, and the transaction costs incurred upon the trade. There may be circumstances where the automatic pro rata apportionment will be inappropriate. Should such a circumstance arise, an allocation will be determined by the Portfolio Manager on a fair and reasonable basis.

Client accounts, which are managed in accordance to a model portfolio, will maintain the investment composition of the applicable model. The Portfolio Manager will group similar client accounts, based on the client's investment objectives and strategies, to be managed in line with similar models. The Portfolio Manager reviews and approves all allocations.

The Policy applies to all client accounts managed by the Portfolio Manager and is continuously monitored, reviewed, and updated on a periodic basis.

*SCHEDULE "B"*Proxy Voting Policy

The Portfolio Manager will generally abide by the Proxy Voting Policies of the funds and financial instruments that it recommends to its clients. In the event that the Portfolio Manager is sent proxy- voting material on behalf of the client, the Portfolio Manager recognizes its rights and responsibility to exercise voting rights in the best interests of its clients. This can sometimes mean voting proxies against proposals that, in our opinion, are likely to decrease shareholder value. The Portfolio Manager takes a holistic, long-term view of shareholder value, understanding that resolutions that may have short-term costs (and thus decrease the value temporarily) can be beneficial to the long-term health of the corporation.

When the Portfolio Manager receives proxy-voting materials relating to a meeting of security holders of an issuer, the Portfolio Manager records and keeps on record proxy voting information that includes:

- The name of the issuer
- The meeting date
- A list of the items to be voted on
- Who proposed the items
- If and how the Portfolio Manager voted
- Whether the Portfolio Manager voted with or against management

If the Portfolio Manager decides to vote, the proxy is completed and signed by the portfolio manager who is voting the shares. The Portfolio Manager will record all information concerning how it voted. To exercise the vote, the Portfolio Manager may either:

- Sign the proxy, retain one copy on file and send the original to the company; or
- Whenever possible, vote via www.proxyvotecanada.com by using the control number on the proxy, recording the vote on the web form and retaining a record of the vote.

Proxy Voting Records

The Portfolio Manager proxy voting records are posted within 30 days of the result of the vote and can be accessed by the clients via their dashboard.

*SCHEDULE "C"*Fee Agreement

Assante Connect will charge the Client an annual Investment Management Fee of 0.40% per annum based on the assets in your Account, plus applicable taxes, in accordance with the terms below.

The Investment Management Fee will be inclusive of the following costs incurred by the Account:

- a. Annual account administration fees; and
- b. Trading commissions.

The Investment Management Fee does not include fees associated with account closures or transfers out, or other administrative fees charged by our Custodian, CI Investment Services Inc., an affiliate of Assante Connect.

The Client may have entered into an arrangement with an affiliated dealing representative at Assante Financial Management Ltd. or Assante Capital Management Ltd., whereby the Client has agreed to pay the dealing representative a fee (the "Service Fee") of up to 1.00% per annum calculated as a percentage of the value of the assets in the Account, plus applicable taxes, in accordance with the terms below. The Service Fee shall be calculated daily based on the value of the assets in the Account. As directed by the Client, Assante Connect will withdraw the Service Fee, plus applicable taxes, from the Account within 45 days following the last business day of the month and pay the Service Fee, plus applicable taxes to the dealer. The fee calculation will start following the account opening date. The account opening date will be defined as the date of the initial deposit.

Fees will also be due when the Client requests a full withdrawal or transfer out.

The Client will additionally incur the fees embedded in the exchange-traded funds purchased on the client's behalf. Assante Connect does not earn or receive any portion of that fee. However, as disclosed in the Relationship Disclosure Information, those fees are paid to our affiliates, CI Investments Inc.

CLIENT RELATIONSHIP DISCLOSURE INFORMATION

See https://support.assanteconnect.com/en_US/general/client-relationship-disclosure-information