

As of December 11, 2017

This Agreement (“Agreement”) along with Client Relationship Disclosure Statement governs the relationship between you the client (“Client”) and WealthBar Financial Services Inc. (“WealthBar”).

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, WealthBar 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.

2. The Accounts are held by one or more external custodian or carrying broker (“Custodian”). A list of Custodians can be found in Schedule D.

Authority

3. The Client authorizes WealthBar to establish the Account in the name of the Client. Furthermore, the Client authorizes WealthBar designated employees to act as advising representatives (each, an “Advising Representative”) in connection with the Account.

The Client acknowledges that the Advising Representatives act as agents of and are responsible for making all investment decisions for the Account.

4. The Client authorizes WealthBar and its qualified agents to construct for the Account portfolio(s) of appropriate investments and manage the portfolio(s) based on the Client’s stated investment objectives, risk tolerance, and other know-your-client information (collectively, “KYC Information”) that the Client has provided to WealthBar.

The Client confirms that the KYC Information is, and will continue to be, correct and acknowledges that WealthBar is managing the Account in accordance with such KYC Information. The Client accepts the responsibility to inform WealthBar of any material change in the Client’s KYC Information, including by advising WealthBar of any legal and/or contractual restrictions imposed on the Client’s securities trading activities due to the Client’s status as an insider of a reporting issuer or for any other reason.

5. The management of the portfolio and its investments may be changed from time to time, giving consideration to:

- (a) market conditions (as the Advising Representative deems advisable),
- (b) the funds available in the account, and/or
- (c) any other relevant considerations based on the Advising Representative’s opinion, acting in good faith.

The Client confirms that he or she has been advised, in relation to these considerations, 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).

6. The Client acknowledges that although WealthBar is expected to update the Client of any transactions on a regular basis, the prior approval of any such transaction is not required for the Advising Representative to initiate any transaction.

7. The Client gives WealthBar 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.
8. Without limiting the authority granted above, WealthBar 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 WealthBar;
 - (d) instruct the Custodian (i) as to the voting of all proxies received with respect to securities of the Account and execute proxies of voting instruction forms relating to such voting all in accordance with WealthBar's Proxy Voting Policy (Schedule B) 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 Custodian to pay management fees from the Account upon direction from and payable to WealthBar. This authorization covers the Account opened now and at a later date 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 WealthBar 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 WealthBar's Privacy Policy and PIPEDA ("Personal Information Protection and Electronic Documents Act"), the Client consents to WealthBar's use of any provided private and confidential information such that the information is in accordance with WealthBar's internal policies and procedures and applicable law.

Indemnity

10. The Client agrees to indemnify and hold WealthBar, its officers directors, employees (including its Advising Representatives) and shareholders, and each of 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 WealthBar.

Statements

11. WealthBar will provide the Client with a dynamic current summary of the Account. The summary will include holdings, transactions, fees and performance.

Fees

12. WealthBar'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.

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

13. Annual management fees for WealthBar's services will be calculated and debited in accordance with the attached Fee Schedule (Schedule C) 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.

Termination

16. This Agreement may be terminated at any time by either party without cause. Termination by WealthBar 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 WealthBar. Notwithstanding such termination, adequate provision will be made for the proper settlement of all outstanding commitments. Termination by the Client will be effective upon WealthBar's receipt of the termination notice except with respect to any transaction(s) entered prior to notice.

Assignment

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

Representation and Warranties

18. The Client represents and warrants that
- (a) he or she understands the terms of this Agreement and has authority to enter into the Agreement,
 - (b) he or she has been provided with a copy of the completed Agreement, and
 - (c) acknowledges that WealthBar is relying on the acknowledgments, representations, and warranties set out in this document.
19. All notices or other communications required or permitted to be given by one party to the other will be given in writing via WealthBar's Website, by email or personal delivery or by prepaid regular mail as follows:
- (a) to WealthBar's Website at www.wealthbar.com a client logs in, via email address for the Financial Advisor of record and at Suite 490, 1122 Mainland Street, Vancouver, BC V6B 5L1, Fax: 888 373 7674 or an address that WealthBar may give, in writing, to the Client, from time to time.

(b) to the Client through the Client's portal on WealthBar's website at www.wealthbar.com a client logs in, the email address and mailing address the Client may give, in writing, to WealthBar, 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

20. 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 WealthBar.

Governing Law

21. 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

22. WealthBar 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 WealthBar does not represent and cannot guarantee performance results for the Account.

23. The Client understands that there are risks associated with WealthBar's investment of the Account in securities, including various market, currency, economic, political and business risks. The Client agrees that WealthBar will not be liable to the Client for any loss that the Client may suffer as a result of the WealthBar's good faith decisions or actions where WealthBar exercises the care, diligence and skill expected of a reasonably prudent portfolio manager.

Entire Agreement

24. 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, Schedule D, Client Relationship Disclosure Statement.

25. The Client has entered into a separate Financial Planning Service Fee Agreement with the Client's financial advisor (the "Advisor"). WealthBar is not a party to the Client's agreement with the Advisor. The Client has authorized WealthBar to remit fees and provide Account information to the Advisor under the Fee Agreement and Client Disclosure Statement set out in Schedule C of this Agreement.

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 WealthBar 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

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

WealthBar manages client accounts in accordance to specified investment models.

WealthBar 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; the client account's existing portfolio composition; and,
- (c) the client 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, WealthBar 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 WealthBar 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. WealthBar will group similar client accounts based on the client's investment objectives, and strategies to be managed in line with similar models. WealthBar reviews and approves all allocations.

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

SCHEDULE "B"

Proxy Voting Policy

WealthBar will generally abide by the Proxy Voting Policies of the funds and financial instruments that it recommends to its clients. In the event that WealthBar is sent proxy- voting material on behalf of the client, WealthBar 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. WealthBar 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 WealthBar receives proxy-voting materials relating to a meeting of security holders of an issuer, WealthBar 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 WealthBar voted
- Whether WealthBar voted with or against management.

If WealthBar decides to vote, the proxy is completed and signed by the portfolio manager who is voting the shares. WealthBar will record all information concerning how it voted.

To exercise the vote, WealthBar 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

WealthBar proxy voting records are posted within 30 days of the result of the vote and can be accessed by the clients via secure site on www.wealthbar.com.

SCHEDULE “C”

FEE AGREEMENT AND CLIENT DISCLOSURE STATEMENT

You have entered into a managed investment account agreement with WealthBar Financial Services Inc. (“WealthBar”) under which you have authorized WealthBar to establish and advise your Account on a discretionary basis (the “Agreement”). This Fee Agreement and Client Disclosure Statement is attached to, and forms a part of the Agreement. All capitalized words used and not defined in this Fee Agreement and Client Disclosure Statement have the meanings given to them in the Agreement.

Role of WealthBar

As a registered portfolio manager under the securities laws of your jurisdiction, WealthBar is authorized to act as your discretionary investment manager. WealthBar 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 WealthBar, as updated by you to reflect material changes to your KYC Information.

WealthBar does not collect commissions from the products it sells. In order to maintain objectivity when advising your Account, WealthBar charges you an annual fee equal to 0.70% of your assets under WealthBar’s management (the “Management Fee”).

Management Fees will be calculated and accrued on a daily basis, and will be debited monthly, plus applicable taxes in your jurisdiction, from your Account. If there were any commissions paid to WealthBar as a result of products held in your Account, the commissions will be rebated to your Account on a pro-rata basis, based on the holdings in the Account and the time the security was held by you during the billing period.

Management Fee calculation will start on the date of your initial deposit to the Account, which will be the “account opening date”. 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 WealthBar’s management.

Role of Your Advisor

Your licensed insurance advisor (your “Advisor”) introduced you to WealthBar. Your Advisor is not involved in any services provided by WealthBar under the Agreement. WealthBar provides discretionary investment management services to you, not to your Advisor.

You have entered into a separate Financial Planning Services Fee Agreement with your Advisor under which you have agreed to pay your Advisor a financial planning fee calculated as a percentage of the aggregate net asset value of your assets in the Account (the “Financial Planning Fee”). In the Financial Planning Services Fee Agreement, you have acknowledged and agreed that WealthBar will withdraw the Financial Planning Fee, plus applicable taxes, from your Account as of the last business day of each month and pay the Financial Planning Fee, plus applicable taxes, to your Advisor by no later than 45 days after month-end.

If you terminate the Financial Planning Services Fee Agreement, or otherwise terminate your relationship with your Advisor, you need to notify WealthBar in writing as soon as possible so that WealthBar knows to stop debiting the Financial Planning Fee from your Account and paying such fee to the advisor. If you switch to a new advisor and enter into a new Financial Planning Services Fee Agreement with the new advisor, you need to notify WealthBar in writing as soon as possible so that WealthBar can adopt the new fee payment arrangement for your Account.

Disclosure of Personal Information

In your Financial Planning Services Fee Agreement, you authorize and direct WealthBar to disclose all information to your Advisor regarding your assets invested in the Account from time to time, 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 WealthBar. Notwithstanding such withdrawal of consent, Financial Planning Fees will continue to be debited from your Account and paid to your Advisor unless you notify WealthBar that the Financial Planning Services Agreement has been terminated as described above under “Role of Your Advisor”.

Additional information about how WealthBar protects your privacy and shares certain information with third parties can be found in WealthBar’s privacy policy, available online at: <https://www.wealthbar.com/privacy>.

Potential Conflicts of Interest

The possibility of a conflict of interest may arise in any paid arrangement where a firm and its representatives have a financial interest in introducing you to another firm. WealthBar and your Advisor have entered into an Advisory Services Agreement which provides a mechanism for your Advisor to collect Financial Planning Fees directly from your Account with WealthBar, in accordance with your authorization under the Financial Planning Services Fee Agreement. The existence of the Advisory Services Agreement may therefore have impacted your Advisor’s decision to introduce you to WealthBar.

Your Advisor participates in a network of insurance advisors (“PPI’s Advisor Network”) serviced by PPI Solutions Inc. (“PPI”). WealthBar and PPI operate a digital wealth management platform (“PPI Valet”) which has been developed, and is being offered to the PPI Advisor Network, jointly by PPI and WealthBar pursuant to a Platform Development and Distribution Agreement. Under the terms of that agreement, PPI Valet is the exclusive digital wealth management platform being offered by PPI to the PPI Advisor Network, and WealthBar will not develop a similar platform for use by any other managing general agent in North America that services independent advisors, subject to limited exceptions. PPI is compensated by WealthBar for the services that it provides in marketing and promoting PPI Valet to PPI’s Advisor Network.

The compensation that PPI receives from WealthBar for marketing and promoting PPI Valet may have impacted PPI’s decision to provide your Advisor with access to PPI Valet, which facilitates your Advisor’s provision of financial planning services to you and collection of Financial Planning Fees from your Account.

WealthBar is not affiliated with your Advisor or PPI. Each of WealthBar, your Advisor and PPI have their own policies and procedures which govern conflicts of interest.

SCHEDULE "D"

Custodian

The Accounts are held by one or more Custodians as listed below:

BBS Securities Inc.	199 Bay Street, Suite 2600, Toronto, ON, M5L 1E2
Interactive Brokers Canada Inc.	1800 McGill College Avenue, Suite 210 Montreal, Quebec H3A 3J6
National Bank Correspondent Network	130 King St. West, Suite 3000 Toronto, Ontario M5X 1J9
Credential Securities Inc.	700 – 1111 West Georgia St Vancouver, BC V6E 4T6

Client Relationship Disclosure Information

See <https://help.wealthbar.com/client-relationship-disclosure-information>