

As of October 18th, 2018

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 representative(s) (the "Advising Representatives") and as Financial Adviser(s) (the "Financial Adviser") in connection with the Account.

The Client acknowledges that the Advising Representative and Financial Adviser act as agent(s) of WealthBar and that this Agreement is thus between the Client and WealthBar.

The Client acknowledges that while the Financial Adviser will manage the Client relationship with WealthBar, the Advising Representative makes any specific investment action with regard to the Account.

4. The Client authorizes WealthBar and its qualified agent(s) 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 WealthBar's Know Your Client Form (the "KYC Form") completed by the Client. 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,
- (c) any other relevant considerations based on the Advising Representative 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)

5. 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

WealthBar 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 KYC Form. The Client confirms that the considerations in the KYC Form are, and will continue to reflect, the true mandate that WealthBar is to manage the investments of the Client. The Client accepts the responsibility to inform WealthBar of any material change, and to advise WealthBar 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 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.
7. 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

8. 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

9. The Client agrees to indemnify and hold WealthBar, 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, 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

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

### Fees

11. 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.

12. 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.
13. Fees are subject to Goods and Services Tax and any other taxes, which may be applicable.
14. 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**

15. 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**

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

#### **Representation and Warranties**

17. 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.
18. 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](http://www.wealthbar.com) a client logs in, via email address for the Financial Adviser 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](http://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**

19. 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**

20. 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**

21. 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 the Manager does not represent and cannot guarantee performance results for the Account.

22. The Client understands that there are risks attached to the Manager's investment of the Account in securities, including various market, currency, economic, political and business risks. The Client agrees that the 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**

23. 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

24. 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.

25. 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.

26. 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](http://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](http://www.wealthbar.com).

**SCHEDULE "C" (accounts opened before November 1st, 2018)**

**Fee Agreement**

WealthBar does not collect commissions from the products it sells. In order to maintain objective advice point of view, we charge the clients directly a percentage of assets under WealthBar's management. The fees are charged on a tiered basis, according to the following schedule.

<b>Assets Under Management</b>	<b>Fees (per annum)</b>
Less than \$150,000	0.60%
\$150,001 –\$500,000	0.40%
Over \$500,000	0.35%

A blended rate will be applied to Client's total assets under management with WealthBar on all accounts.

Fees will be calculated and accrued on a daily, and will be debited monthly plus applicable taxes in the jurisdiction in which the Client resides. If there were any commissions paid to WealthBar 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 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 WealthBar's management.

Client with Account less than \$5,000 will have their management fee waived.

**What does your fee pay for?**

WealthBar's management fee will be inclusive of the following additional cost incurred by Client's accounts.

- (a) Custodial Fees
- (b) Trading Fees incurred by rebalancing.
- (c) Annual account admin fees
- (d) Registration fees (for TFSA and RRSP, Spousal RRSP, LIRA, RIF & LIF subject to account minimum)
- (e) 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 Life Insurance, 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 fee of the products**

WealthBar will strive to search commission free, low cost products, while staying true to our mandate of great investments. WealthBar however, does not control the costs and the management fees of the products it provides and as such does not include that fee in its management fee. In cases where the management fee of the product includes a commission to WealthBar, WealthBar will credit that commission back to the client as per mentioned above in this Agreement.

**Account closure and transfer out/partial transfer out fees**

WealthBar's management fee also does not include account closure and transfer out fees, except in circumstance where WealthBar caused such transaction in a regular course of managing the Client's account.



**SCHEDULE "C" (accounts opened after November 1st, 2018)**

**Fee Agreement**

WealthBar does not collect commissions from the products it sells. In order to maintain objective advice point of view, we charge the clients directly a percentage of assets under WealthBar's management. The fees are charged on a tiered basis, according to the following schedule.

<b>Assets Under Management</b>	<b>Fees (per annum)</b>
Less than \$150,000	0.60%
\$150,001 –\$500,000	0.40%
Over \$500,000	0.35%

A blended rate will be applied to Client's total assets under management with WealthBar on all accounts.

Fees will be calculated and accrued on a daily, and will be debited monthly plus applicable taxes in the jurisdiction in which the Client resides. If there were any commissions paid to WealthBar 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 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 WealthBar's management.

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WealthBar'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 Life Insurance, 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 fee of the products**

WealthBar will strive to search commission free, low cost products, while staying true to our mandate of great investments.

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**Account closure and transfer out/partial transfer out fees**

WealthBar's management fee also does not include account closure and transfer out fees, except in circumstance where WealthBar caused such transaction in a regular course of managing the Client's account.

**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

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## CLIENT RELATIONSHIP DISCLOSURE INFORMATION

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