Appendix C: Plan agreement for non-registered plan holders

Throughout this Agreement, the terms “I”, “me”, “my”, “we”, “us”, and “our” means the IPC Wealth (“IPCW”) plan holder(s). In consideration of IPCW accepting this plan, I agree that:

1. I hereby appoint my Advisor as my agent for purposes of passing my instructions with respect to investments held in my plan on to IPCW, my dealer, to be delivered to the appropriate mutual fund management companies.
2. IPCW will be acting as nominee holder of assets in the plan.
3. IPCW will be responsible for trade execution, trade settlement, custody of cash and securities, and the issuance of confirmations and statements. IPCW will be responsible for determining suitability and ensuring appropriate supervision is performed for all trading activity in my plan.
4. IPCW has the right to reject any of my instructions, or to sell any securities in my plan, for legal, regulatory, or eligibility reasons.
5. I acknowledge that I am responsible for all trades placed by IPCW or my Advisor on my behalf, and I must pay for the trade at the time the trade is placed. I agree that if I do not provide IPCW with sufficient funds to cover my purchase orders as required, or if a cheque I have provided is returned for non-sufficient funds (NSF) IPCW may in its sole discretion, sell the securities purchased on my behalf. If IPCW sells the securities for a gain, it may keep the difference. If IPCW sells the securities for a loss, I will pay the difference plus any additional cost and/or interest.
6. I am responsible for all charges payable in respect of all trades.
7. I will pay IPCW all amounts owing to IPCW and any fees as outlined in the above Application. In addition, IPCW can sell securities in this plan or otherwise deduct from this plan all amounts owing to IPCW in respect of this plan or any other plans at IPCW. I acknowledge and agree that IPCW will not be liable to me for any losses or damages incurred as a result of such sale of securities or deduction from my plan.
8. IPCW may additionally refuse to act upon instructions if the authority or identity of the sender cannot be confirmed, including instructions communicated via email, telephone, fax or mail. In such event, IPCW will notify me within one (1) business day and may require original written instructions.
9. In the absence of clear initial investment instructions for new deposits, IPCW will place funds in the IPCW nominee Cash Account and my Advisor of IPCW will contact me for clarification. Once clarification is provided, IPCW will process the investment instructions promptly, effective as of the date of processing.
10. In the absence of receipt of a signed Dealer Fee for Service agreement by IPCW within 31 business days of my purchase of a fee-based fund(s) (NL), IPCW will, in its sole discretion, redistribute my holdings in said fee-based fund(s) into the corresponding embedded trailer (FEL) fund(s). IPCW will provide notification to me of this change together with a copy of the Fund Facts document for the new fund(s) via mail to my last known address. Any PAC or AWD set-up into the NL fund(s) will also be updated to the same FEL fund(s).
11. IPCW is not responsible for delays in execution of orders due to failure of order transmission or communication systems or for any other cause beyond its reasonable control or anticipation. Where IPCW sells securities in my plan or makes deductions to cover amounts I owe, IPCW will not be liable to me for any losses or damages incurred as a result of such sale or deduction, subject to applicable law.
12. I will notify IPCW in writing about any errors or omission within the time limits specified on confirmations, statements or other notices. If I do not provide such notification within the applicable time period, my plan information will be deemed to be correct.
13. For all plans, including corporate, estate and formal trusts, I will provide any additional documentation as reasonably requested by IPCW.
14. IPCW has the right to use banking information to verify my identify.
15. I will advise IPCW of any changes to this account in writing.

16. IPCW may, from time to time, amend the terms of this Agreement, including introducing a new fee or increasing the fees outlined in the above Application after giving me no less than 60 days notice of the new or increased fee.
17. IPCW or its employees or agent may communicate with me at my home, place of business, or elsewhere by telephone or otherwise, at any time during its business hours, in connection with my plan or to discuss any transaction(s) made or contemplated. Any communication or notice given by IPCW by means of letter shall be deemed to be received by me on the day following the date of mailing, excluding weekends or statutory holidays if sent by IPCW to my last known address.
18. If IPCW does not exercise any of its rights under this agreement, in any one or more instances, it shall not be deemed a wavier of these rights in future.
19. All transactions in this account are subject to the rules and regulations of the securities industry, as applicable, and the laws of my province of residence as set out in the application.
20. In the above application and this Agreement, all singular references are deemed to be in the plural, as applicable.
21. If I have applied for a joint plan, the foregoing will apply to me and the other joint applicant(s) on a joint and several basis.
22. For an account opened as Joint, Tenants in Common:
    a. Ownership is divided as specified by the account holders
    b. On death, the deceased's share will be paid to their estate.
23. For an account opened as Joint, with Rights of Survivorship:
    a. Ownership is deemed to be equal and undivided;
    b. On death, the deceased's share will be transferred to the surviving account holder(s).
24. For all joint plans
    a. Signing requirements
        i. Where "all owners to sign" has been indicated on the application, all account holders must authorize any subsequent instructions for the account
        ii. Where "one owner to sign" has been indicated on the application, instructions may be provided by any one account holder
    b. Notwithstanding item 24(a) above, IPCW may, at their sole discretion, require authorization from all account holders in certain circumstances. Examples of such circumstances include but are not limited to: large dollar redemptions or withdrawals; marriage breakdown or relationship disputes; legal, tax, or liability concerns
    c. All account holders are jointly and severally liable for debts, liabilities, and obligations related to the account.
    d. Confirmations, statements or other notices from IPCW will be mailed to my address (primary account holder) or to the mailing address if one is provided. All such correspondence will then be considered to have been mailed to all of the account holders.
    e. Death of a Joint Account holder
        i. Surviving holder(s) must notify IPC Wealth upon death of any one of the Joint Account holder and provide to IPCW any requested documentation.
        ii. IPC Wealth reserves the right to restrict the account, as deemed necessary, for tax, liability or legal reasons, under any present or future law.

The deceased account holder's estate and the surviving plan holder(s) continue to be jointly and severally liable for debts, liabilities and obligations resulting from transactions initiated prior to IPCW receiving written notice of death, or incurred in liquidating the account or adjusting the interests of the surviving account holder(s).