IPC Wealth

Dealer Fee for Service Agreement

Nominee only

1. Instructions

Use this form to set up a new Dealer Fee for Service Agreement or change an existing Dealer Fee for Service (as defined under the "Payment Authorization" section). This Dealer Fee for Service Agreement (the "Agreement") does not replace your required investment application or IPC Wealth *Know Your Client (KYC) Update* form.

In this Agreement, the terms I, we, my, you and your mean the applicant(s) or accountholder(s), as applicable. IPC Wealth means IPC Wealth Inc.

2. Client information (mandatory)

Client ID

Plan Owner(s) (Include the names of all owners if applicable)

Advisor name

Advisor code

This document is confirming the Dealer Fee for Service and payment authorization:

Self-directed means nominee account arrangements for the purposes of this document.

- For new investors who will hold their investment in fee-based fund units in a nominee IPC Wealth Self-Directed account;
- For existing investors (those who hold investments in an existing nominee IPC Wealth Self-Directed account) who now wish to invest in fee-based fund units for the first time; or
- For existing investors in a fee-based fund (those who hold such investments in an existing nominee IPC Wealth Self-Directed account) who now wish to change the Dealer Fee for Service rate and/or the designated plan or fund from which to deduct the fee. The changes will be effective next Dealer Fee for Service payment date.

3. Payment authorization

(Select **ONE** charging option ("Fee Payment Option") and fill out the information in the table below)

Dealer Fee for Service %: Recurring fee, between 0.5% and 1.5%.

You, your Advisor, and IPC Wealth agree to an annual Dealer Fee for Service fee amount, calculated by multiplying the daily average market value of all fee-based fund holding(s) by the Dealer Fee for Service rate, plus applicable federal goods and services tax, harmonized sales tax, and other applicable taxes ("Applicable Taxes"). This annual Dealer Fee for Service will be charged monthly.

We may, at our discretion, waive a portion or the entire amount of the Dealer Fee for Service at any given time. We may reduce the Dealer Fee for Service on consideration of a number of factors. These reductions are typically negotiable by your Advisor with us.

3. Payment authorization (continued)

Client Level Charging

(Client level charging is NOT permitted with Nominee USD OPEN plans.)

If Client Level Charging is selected as a Fee Payment Option, the Dealer Fee for Service is designated for a combined market value of all eligible plans holding fee-based fund units under the client ID listed under section 2.

Replace existing	Setup new	Nominee IPC Wealth Self-Directed account plan number	Plan type (nominee plans only, e.g. SD RSP)	Annual negotiated Dealer Fee for Service (0.5 – 1.50 %)	Fund code N/A if selecting Cash account (e.g. MAX1234)	Cash account or fund name

Hierarchy if no plan is selected: Open/Non-registered, TFSA, RRSP, SRSP, RRIF, SRIF, LIRA/LRSP and LIF (and all provincial variations).

Plan Level Charging

If Plan Level Charging is selected as Fee Payment Option, then the Dealer Fee for Service is designated for each identified plan holding fee-based fund units.

Select one check box. Complete all other fields for each nominee plan containing Dealer Fee for Service eligible funds.

Replace existing	Setup new	Nominee IPC Wealth Self-Directed account plan number	Plan type (nominee plans only, e.g. SD RSP)	Annual negotiated Dealer Fee for Service (0.5 – 1.50 %)	Fund code N/A if selecting Cash account (e.g. MAX1234)	Cash account or fund name

Hierarchy if no holding is selected: Client cash account, Money Market fund with the highest market value (NL or FEL), any non-money market fund with the highest market value (NL or FEL), Money Market fund with the highest market value (DSC), any non-money market fund with the highest market value (DSC).

NOTE:

1. If the designated fund/cash does not have sufficient units/cash, or if no fund/cash preference is provided, a default hierarchy will apply.
2. All Dealer Fee for Service in nominee accounts will be processed through IPC Wealth and not through a fund manufacturer.
3. New completed Dealer Fee for Service Agreement is required for any changes to the Fee Payment Option.
4. For nominee non-registered plans containing USD funds.
   a. The same negotiated rate must apply to both the CAD and USD funds of the account. Separate Dealer Fee for Service payment instructions are required for CAD and USD currencies. Where USD currency is identified in fund name all amounts will be in USD.
   b. Client level charging is NOT permitted with Nominee USD Open plans.
5. You may have sufficient eligible assets to qualify for a management fee rebate or High Net Worth series. For more information, refer to the *Household Eligible Assets Form*.
6. If there is insufficient space, attach additional pages with the required information. Additional pages must be initialed by the applicant(s).

4. Privacy

Protecting your personal information. At IPC Wealth, we're committed to protecting personal information and respecting your privacy. Personal information is information that either on its own or combined with other information allows an individual to be identified. This includes your name and address, as well as more sensitive information such as your financial records. When applicable, this includes information about other people such as your spouse, common-law partner, and children.

How we use your personal information. Your personal information is used to provide you with products and services and to improve our business operations. This includes verifying your identity, maintaining your profile, and informing you about features of the products you already have with us. It's also used to provide you with advice, evaluate your eligibility for products, price our products, collect feedback on our customer service, process financial transactions, protect you and us from risks such as cyber threats and fraud, and comply with legal obligations. If you provided your social insurance number (SIN), we'll use it for tax reporting. Your SIN is also used to link your products together and to keep your information separate from other customers with similar names.

Who we share personal information with. We share your personal information with other people and organizations who help us administer your products and provide you with services. This may include your Advisor or people who work with your Advisor, Canada Life and its Canadian subsidiaries, and other organizations that provide us services such as technology suppliers and fund companies. As part of our day-to-day business, your personal information may be communicated to government departments and agencies, and may be communicated outside your province of residence or outside Canada. We take protecting your personal information seriously and we'll never sell your personal information to anyone.

You're in control of your personal information. We respect your privacy preferences and follow them when using your personal information. At any point in your relationship with us, you can choose how your personal information is used by updating your privacy preferences through your online account at canadalife.com/sign-in or by submitting a request through our privacy centre at canadalife.com/contact-us/corporate/privacy-rights-request. This includes choosing whether you receive customer experience surveys, the use of your SIN for non-tax reporting purposes, and whether and how you want to receive information and offers from IPC Wealth using the personal information we collect from you throughout your relationship with us. You can also exercise other privacy rights through our privacy centre such as access to or correction of your personal information.

If you choose to remove your consent to the collection, use and disclosure of the personal information required to serve you and meet our legal obligations, we may not be able to continue to provide you with products and services.

Want to learn more? Please visit ipcwealth.com/privacy.

5. Signatures and consent

1. This Agreement sets forth the terms and conditions that govern the relationship between the undersigned client (the "client") and IPC Wealth Inc. ("IPC Wealth") with respect to the operation of the client's account(s) that are subject to the Dealer Fee for Service program.
2. IPC Wealth may set a minimum asset threshold for participation in the Dealer Fee for Service program, which may change from time to time. IPC Wealth may refuse participation by the client in the Dealer Fee for Service program at its sole discretion.
3. The Dealer Fee for Service program is not a discretionary managed account program; therefore, the client must agree to each transaction in an account that is subject to the Dealer Fee for Service program. The client's IPC Wealth Advisor cannot carry out any transaction in an account subject to the Dealer Fee for Service program without the express agreement of the client. IPC Wealth has the right to reject any transaction, which it may do in its sole discretion. The operation of the Dealer Fee for Service program and each transaction executed for an account that is subject to the Dealer Fee for Service program is subject to applicable laws, which includes that IPC Wealth will execute transactions only in those positions that it is permitted to trade in for the account.
4. While it is intended that assets transferred to the client's account or purchased for the client's account do not result in any sales charges, pay any sales commissions, pay any trailer fees or pay any embedded trailer fees or have any other similar charges or pay any similar compensation, IPC Wealth cannot guarantee that any such assets will not be transferred to the client's account or purchased for the account.
5. The client will pay the Dealer Fee for Service as outlined in this Agreement.
6. The Dealer Fee for Service shall be paid monthly, on or about the 15th day. The Dealer Fee for Service will be calculated as follows:
   a. Paid monthly, the Dealer Fee for Service will be calculated on the actual daily market value of only the fee-based assets within the Dealer Fee for Service accounts, agreed to between the client and the IPC Wealth Advisor from time to time.

b. On termination of the Agreement by the client or IPC Wealth, or the withdrawal of any or all of the Dealer Fee for Service accounts from the Dealer Fee for Service program by the client or IPC Wealth, the Dealer Fee for Service for the applicable time period will be pro-rated.

c. The Dealer Fee for Service shall be subject to Applicable Taxes.

7. This Agreement is effective as of the date it is signed. It will remain effective until the earlier of (i) the date on which you, your Advisor or IPC Wealth gives written notice of termination to the other parties, (ii) the date of your Advisor's departure from IPC Wealth or upon death of your Advisor or (iii) the date of your death. If you do not own any Dealer Fee for Service eligible funds for a continuous period of 6 months, this Agreement shall be deemed terminated effective as of the last day of such 6-month period. A new Agreement will be required when the minimums are met.

8. The client will seek independent advice on the status of the Dealer Fee for Service for the client's own income tax purposes and confirms that the client is not relying on IPC Wealth or any IPC Wealth Advisor for such advice.

9. Should the client's Advisor of record change, then a new Agreement and Client Account Agreement will be required.

10. IPC Wealth reserves the right to i) change the Dealer Fee for Service at its discretion but will give the client 60 days prior written notice of any such change and ii) for any other changes, amend the Agreement at its discretion but will give the client 30 days prior written notice of any such change.

11. IPC Wealth and your authorized IPC Wealth Advisor provide services to you, including investment related recommendations and account administration services, and, in doing so, incur costs such as dealer operating expenses and distribution expenses.

12. In consideration for these services, you agree to pay IPC Wealth a negotiated Dealer Fee for Service as set out in this Agreement. IPC Wealth reserves the right to switch you to another series with embedded commission of the same fund should the minimum investment amount not be maintained as per above in this Agreement, or IPC Wealth is unable to process the fee due to fund company minimum transaction limits.

13. If any applicable laws are enacted, made, amended or otherwise changed with the result that any term or condition of this Agreement is, in whole or in part, invalid, then such term or condition will be deemed to be varied or superseded to the extent necessary to give effect to such applicable laws.

14. If you have selected Plan Level Charging, the following will apply. If the client is paying their fees by redemption and a fee rollover is initiated, the Agreement is terminated and a new Agreement will be required. Should the assets of the plan be transferred into another plan, a new Agreement is required. If assets are switched between applicable series of funds in a plan listed above, this Agreement will continue to apply with fees paid from either the Cash Account or chosen fund(s) as outlined above or if no selection(s) was(were) specified or the Cash Account or fund(s) was(were) depleted, the redemption hierarchy (as also outlined in this Agreement) will be used.

15. This Agreement shall be construed in conjunction with any other agreements between IPC Wealth and the client in connection with the Dealer Fee for Service accounts, provided that, to the extent necessary, the terms and provisions of this Agreement shall supersede the terms and provisions of all other agreements with IPC Wealth, except that this Agreement in no way restricts or limits any other rights that IPC Wealth may have under any other agreement or agreements with the client.

16. It is the express wish of the parties that this Agreement and all documents, notices and other communications relating to this Agreement and the operation of the Dealer Fee for Service accounts be in English. Les parties expriment expressément le souhait que la présente convention ainsi que l'ensemble des documents, avis et autres communications relatifs à celle-ci et à l'exploitation des comptes de frais de service du courtier soient rédigés en français.

17. The Agreement shall be governed, construed, enforced in accordance with the laws of the province of Ontario and federal laws of Canada applicable therein.

18. If you have applied for a joint plan, the foregoing will apply to you and the other joint applicant(s) on a joint and several basis.

19. You understand that your personal information will be collected, used and shared as set out above.

6 Authorization (Payment of Dealer Fee for Service) & Dealer Fee for Service Agreement

By signing below, I/we (the beneficial owner(s) of fee-based fund units) authorize and direct IPC Wealth Inc. (IPC Wealth) to deduct the Dealer Fee for Service from my/our nominee IPC Wealth Self-Directed account in accordance with the above and to remit this Dealer Fee for Service directly to IPC Wealth. I/we acknowledge that if I/we hold units in a non-registered account, then I/we may realize a capital gain or loss when my/our units are redeemed. I/we acknowledge that under no circumstances will a negotiated Dealer Fee for Service rate be back-dated. I/we further acknowledge that the matters agreed to in this form are subject to the terms and provisions applicable to fee-based fund units. I/we acknowledge that I/we have read, understood and agree with the terms and conditions of the Agreement.

Signature of **Client** X	Date (day/month/year)
Signature of **Joint client** (if required) X	Date (day/month/year)
Signature of **Advisor** X	Date (day/month/year)