

Advisor Service Agreement

This Advisor Service Agreement (this "Agreement") is between the WealthBar Financial Services Inc. (the "Company") and you the external financial advisor (the "Advisor").

WHEREAS the Company provides investment and portfolio management services to clients through a digital wealth management platform (the "WB Platform");

AND WHEREAS the Advisor provides financial planning services to its clients ("FP Services"), and in connection therewith the Advisor may introduce certain clients to the WB Platform and such clients may then receive investment management services from the Company upon entering into a discretionary managed account agreement with the Company (an "Approved Client");

AND WHEREAS the Advisor has entered into an agreement with each of the Approved Clients which sets out the fees that the Advisor shall charge the client for FP Services in relation to assets that will be managed by the Company under the WB Platform (the "FP Fees");

AND WHEREAS the Company, as manager and administrator of the WB Platform has agreed to deduct the FP Fees from the accounts of Approved Clients on behalf of the Advisor, and to remit such fees to the Advisor in accordance with the terms set out herein;

AND WHEREAS this agreement further sets out the terms and conditions upon which the Advisor and Company shall govern themselves in relation to the matters referenced herein;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties mutually covenant and agree as follows:

1. INDEPENDENT CONTRACTOR

- 1.1 The Advisor is an independent contractor, and nothing in this Agreement shall be construed as creating the relationship of employee/employer between the Advisor and the Company.

2. INTRODUCTION

- 2.1 The Advisor may introduce a client to the WB Platform, as appropriate, in the sole discretion of the Advisor, by using the "PPI Valet" dashboard application ("PPI Valet"). For the purposes of this Agreement, any such client introduced to the WB Platform by the Advisor shall be referred to as a "Potential Client".
- 2.2 All Potential Clients introduced to the Company by the Advisor through PPI Valet will be automatically identified as a client of the Advisor on the WB Platform.
- 2.3 The Company, in its capacity as a portfolio manager, shall consider the qualifications of each Potential Client and determine, in the Company's sole discretion, whether it wishes to offer the Potential Client an opportunity to invest through the WB Platform. To the extent any such offer by the Company is accepted by the Potential Client such relationship shall be governed by a managed account agreement and an investment policy statement entered into between the Company and the Potential Client (collectively the "WB Account Agreement").
- 2.4 The Company shall obtain directly from each Potential Client all relevant information necessary to fulfill its regulatory obligations in order to properly open an account in accordance with the terms of the WB Account Agreement (each such account, a "WB Account"). The Advisor shall, upon request by the Company, make its best efforts to assist the Company in gathering and

providing such information. A Potential Client that has entered into a WB Account Agreement and has opened an account through the WB Platform is referred to as an Approved Client.

- 2.5 For each Approved Client the Advisor agrees that it shall:
- 2.5.1 provide the Company with a completed copy of the Financial Planning Services Fee Agreement in the form attached to this Agreement as Schedule “A” (the “Fee Agreement”); and
 - 2.5.2 not provide investment advice in respect of the assets of the Approved Client which are invested through the WB Platform and under management by the Company.
- 2.6 The Advisor agrees that when dealing with Clients, the Advisor shall comply at all times with Canada’s Anti-Spam Law (CASL).
- 2.7 If the Advisor is also registered as a representative of a member of the Investment Industry Regulatory Organization of Canada (IIROC), the Mutual Fund Dealers Association (MFDA) or another self-regulatory organization or regulatory body, the Advisor will comply with all requirements of its sponsoring firm relating to approval of outside business activities or similar requirements prior to introducing any clients to the WB Platform.

3. FINANCIAL PLANNING FEES

- 3.1 The Company agrees that it shall collect and remit to the Advisor from each WB Account, fees for financial planning services provided by the Advisor to its Approved Clients (“FP Fees”) as set forth in section 3.2 of this Agreement, plus applicable Harmonized Sales Tax, Goods and Services Tax and/or other applicable taxes (collectively, “Applicable Taxes”). Remittance of Applicable Taxes to the Canada Revenue Agency is the responsibility of the Advisor.
- 3.2 The FP Fees shall be calculated and payable as follows:
- 3.2.1 The FP Fees in respect of each Approved Client shall be in the range of 0 to 100 basis points per annum, as determined in the sole discretion of the Advisor and agreed with the client pursuant to the terms of the Fee Agreement, on the market value of each Approved Client’s assets in a WB Account;
 - 3.2.2 The FP Fees in respect of each Approved Client shall be calculated and accrued daily and paid monthly in arrears; and
 - 3.2.3 The FP Fees applicable to each of the Advisor’s Approved Clients, plus Applicable Taxes, shall be deducted from each client’s WB Account and paid monthly by the Company to the Advisor by no later than 45 days after each month end.
- 3.3 The Company shall provide the Advisor, at the time of payment contemplated in section 3.2.3, with a summary of the aggregate FP Fees payable to the Advisor in respect of all of its Approved Clients for the previous month.

4. FEES VESTED

- 4.1 Notwithstanding the termination of this Agreement, the Company shall continue to be obligated to pay FP Fees to the Advisor in respect of each Approved Client for as long as all of the following conditions continue to be satisfied:
- (i) such Approved Client continues to have funds invested through a WB Account;

- (ii) such Approved Client has not provided written notification to the Company that it is no longer a client of the Advisor;
- (iii) the Company is legally permitted to continue to pay such FP Fees to the Advisor;
- (iv) the Advisor continues to provide financial planning services to such Approved Client;
- (v) the Advisor is licensed in good standing as an insurance agent or under a similar regulatory regime; and
- (vi) the Advisor maintains errors & omissions insurance in respect of its relationship with the Approved Client, including referral of the Approved Client to the Company.

4.2 Any FP Fees, together with Applicable Taxes, collected by an Advisor in respect of an Approved Client when the Advisor knows, or reasonably ought to know, that one or more of the conditions set out in Section 4.1 is no longer satisfied will be reimbursed in full to the WB Account of the Approved Client immediately upon demand by the Company or the Approved Client.

5. RESPONSIBILITIES OF THE COMPANY

- 5.1 The Company shall maintain the confidentiality of the Advisor's client list and shall not solicit business from any of the Advisor's clients in respect of services other than portfolio management services provided through the WB Platform without permission of the Advisor.
- 5.2 The Company shall provide the Advisor (as consented to by the Approved Client) with read-only online access to the Approved Client's account information and reports through PPI Valet.

6. CONFIDENTIALITY

- 6.1 Both the Advisor and the Company shall maintain the privacy and confidentiality of all client, investor and account related information in accordance with industry guidelines and in accordance with the guidelines established under all applicable statutes, including the *Personal Information Protection and Electronic Documents Act*. Each party hereto agrees that if it has access to or knowledge of any confidential information belonging to the other party, including but not limited to any client information, any materials, products, designs, concepts, trade secrets, data, computer software, or compensation arrangements, and it shall maintain the confidentiality of such information or property and shall not use the information or disclose the information or property to any person or entity with the prior written consent of the other party.

7. ROLE OF PPI

- 7.1 In accordance with applicable securities laws, Approved Clients will be provided with disclosure regarding the role of PPI Solutions Inc. as a joint provider of PPI Valet.

8. INDEMNIFICATION

- 8.1 The Advisor shall indemnify and hold harmless the Company, its affiliates and each of their respective officers, directors, employees, contractors and agents (collectively, the "**Company Indemnified Parties**") from and against all losses, damages, claims, costs or expenses arising from (i) the negligence, reckless or wilful misconduct or fraud of the Advisor in its dealings with any Approved Client or Proposed Client; or (ii) any breach by the Advisor of this Agreement or applicable law, in each case including and any costs and expenses reasonably incurred by the

Company Indemnified Parties in cooperating with the Advisor in the defense of any third party action.

- 8.2 The Company shall indemnify and hold harmless the Advisor from and against all losses, damages, claims, costs or expenses resulting from any breach by the Company of: (i) its standard of care under the WB Account Agreement; or (ii) this Agreement or applicable law, in each case including and any costs and expenses reasonably incurred by the Advisor in cooperating with the Company in the defense of any third party action.

9. AMENDMENTS

- 9.1 This Agreement may only be revised or amended with the mutual written consent of the Company and the Advisor.

10. ASSIGNMENT

- 10.1 With the prior written consent of the Company, which consent shall not be unreasonably withheld, the Advisor may assign this Agreement to another party that is a licensed insurance agent or subject to a similar regulatory regime.

11. LAW

- 11.1 This Agreement shall be governed by and interpreted in accordance with the laws of the province or territory in which the Advisor is a resident on the date of execution of this Agreement, or where the Advisor is a corporation, in the province or territory where its registered office is situated on the date of execution.
- 11.2 In the event that any section or article of this Agreement shall be deemed to be invalid by a court of law, such section or article shall be severable from the Agreement and the Agreement may be interpreted as though such invalid section or article was omitted.

12. NOTICE

- 12.1 Except as otherwise provided in this Agreement, any notification to the Advisor or the Company by either party may be delivered by letter or electronic mail. If by letter to the last known address of the Advisor and the current business address of the Company. If by electronic mail to the Advisor's last known e-mail address and to the Company at their posted information address on the Company website.

13. TERMINATION

- 13.1 This Agreement may be terminated without cause on **30** days written notice by either party. Upon termination without cause: (i) by the Company, the Company's obligations under Section 4.1 shall survive such termination; or (ii) by the Advisor, the Company's obligations under Section 4.1 shall not survive such termination.
- 13.2 This Agreement will terminate automatically upon the Advisor's: (i) resignation; (ii) expiration or termination of license as an insurance agent or under a similar regulatory regime; or (iii) ceasing to be actively engaged as an Advisor for a period of 90 consecutive days or 60 business days within any consecutive 180 day period. The Advisor shall provide written notice to the Company by no later than 30 days prior to becoming aware that one of the foregoing circumstances is likely to occur and may, in such circumstance, assign this Agreement to a successor Advisor in accordance with Section 8.1.

13.3 Upon breach by a party of a material term of this Agreement, the non-breaching party may provide notice of such breach to the breaching party. If the breach has not been cured to the satisfaction of the non-breaching party, acting reasonably, by the close of business on the 30th day after the notice is received by the breaching party, the non-breaching party may terminate the Agreement immediately and, if the non-breaching party is the Company, its obligations under Section 4.1 shall not survive such termination.

14. LANGUAGE AND EXECUTION

14.1 This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof. There are no oral or written warranties, representations, conditions or other agreements between the parties in connection with the subject matter hereof except as specifically set forth or referred to herein.

14.2 The parties acknowledge that they require that this Agreement be drawn up in the English language only. Les parties reconnaissent qu'elles ont exigé que la présente convention soit rédigée en langue anglaise seulement.

14.3 This Agreement may be signed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same agreement.

14.4 Delivery of an executed signature page to this Agreement by any party by electronic transmission shall be as effective as delivery of a manually signed copy of this Agreement by such party.

Schedule “A” Financial Planning Services Fee Agreement

This Financial Planning Services Fee Agreement is between you and your licensed insurance advisor (your “**Advisor**”). Your Advisor introduced you to WealthBar Financial Services Inc. (“**WealthBar**”). A copy of this Agreement will be delivered to your Advisor and will be binding on both you and your Advisor.

Your Advisor is a licensed insurance agent, and is authorized to sell insurance products to you under applicable law. WealthBar is registered as an adviser in the category of portfolio manager with the securities regulatory authority or regulator in your province or territory of residence and, pursuant to such registration, is permitted to advise you with respect to the purchase and sale of securities. All portfolio management services and related services which require registration under applicable securities laws will be provided by WealthBar.

You intend to open an account with WealthBar in order to invest certain assets with WealthBar through its digital wealth management platform (the “**WB Account**”).

For financial planning services provided to you by your Advisor, you agree to pay to your Advisor a fee calculated as a percentage of the aggregate net asset value of the assets in your WB Account (the “**Financial Planning Fee**”). Your Advisor set out the Financial Planning Fee in the message that he or she sent to you to introduce you to WealthBar. The Financial Planning Fee will be calculated and accrued daily and paid monthly in arrears. The Financial Planning Fee will be subject to applicable Harmonized Sales Tax, Goods and Services Tax and/or other applicable taxes (collectively, “**Applicable Taxes**”). Remittance of Applicable Taxes to the Canada Revenue Agency is the responsibility of your Advisor.

You acknowledge and agree that WealthBar may withdraw the Financial Planning Fee, plus Applicable Taxes, from your WB Account as of the last business day of each month and pay such Financial Planning Fee, plus Applicable Taxes, to your Advisor by no later than 45 days after month-end.

You further authorize and direct WealthBar to disclose all information to your Advisor regarding your WB Account from time to time, including information related to investment performance, transfers, account expenses, beneficiaries, deposits and withdrawals. This authorization may be withdrawn by you at any time by providing written notice to WealthBar.