



Assante Financial Management Ltd. Letter of Engagement

The purpose of this Letter of Engagement ("LOE") is to define the roles and responsibilities of the Client and Advisor within the scope of services provided to the Client as outlined in this LOE.

Terms of Service

This LOE is between Assante Financial Management ("AFM"), the Advisor and the Client.

The Advisor is an agent of AFM and is registered with AFM to deal in mutual funds. The Advisor may also distribute insurance products through Assante Estates and Insurance Services ("AEIS").

The Client agrees to provide accurate information to the Advisor and to ensure the Advisor is aware of any material changes in the Client's personal and/or financial situation in a timely manner. A material change includes, though is not limited to, a change in the client's risk tolerance, marriage, divorce, job loss, inheritance, etc. Failure to provide accurate, up-to-date information may significantly impact the Advisor's ability to appropriately complete the Services selected in this LOE.

The scope of the LOE will include the services outlined below and agreed to by the Client and Advisor. These services include but are not limited to the collection of Client's personal and financial data, a review and prioritization of the Client's goals and objectives, and the development and presentation of the financial plan. Any assumptions made (e.g., rates of return and inflation) will be reasonable and realistic at the time of plan creation and will be disclosed to the Client in writing in the financial plan. Any assumptions made are for illustration proposes and are not intended as a guarantee of actual returns.

At any time, either party to this LOE may terminate the LOE upon written notification to the other party. If the Client is the terminating party, any fees due to the Advisor will be accrued and paid in full. If the Advisor is the terminating party, any fees paid by the Client for Services not yet rendered will be returned to the Client.

It is agreed that if the terms of the LOE change, such changes will be documented in writing and mutually agreed upon by all parties.

Financial Plan to include the following:

| Retirement Planning | Estate Planning | □ Tax Planning | |
|-------------------------------------|------------------------|----------------------|--|
| Investment Planning | □ Cash Flow Management | □ Insurance Planning | |
| □ Other services (where applicable) | | | |

The financial plan may be a one-time event or an on-going service where the plan will be monitored by the Advisor throughout the financial plans implementation as agreed to by the advisor and the client.

Type of Financial Plan

One-time (deemed completed upon presentation)

Compensation (where applicable)

The Advisor may charge the Client a fee for this service; any fees charged shall be payable to AFM, a portion of which will be paid by AFM to the Advisor. If a fee will be charged, the Client will be charged at our current rate of \$325.00 hourly, plus applicable taxes for the initial financial plan. If the Client chooses to implement the financial plan through the Advisor, the Advisor will receive commissions and/or fees for the purchase of securities, mutual funds (including exempt products), insurance products and/or deposit instruments made on behalf of the Client that are in conjunction with the fee paid to create the financial plan. A schedule will be provided for fee-based accounts along with a fee agreement. In so doing, the Client will also become a client of AFM. Commissions generated from implementation of the financial plan may offset all or a portion of the cost of a financial plan. Compensation earned by the Advisor may vary depending upon choice of investment(s). In implementing the financial plan, the Advisor will ensure that any investments that have been recommended are in line with the Client's stated objectives and risk tolerances.

If the financial plan is on-going, any change to the fee shall be communicated to the Client no less than 60 days prior to the change date. In addition, the Client is advised that the fee does not include compensation earned by the Advisor from the sale of financial products to the Client in the implementation of the financial plan, if any, and in respect of which the Advisor may earn commissions and trailing commissions. The Client is also aware that they are under no obligation to execute the financial plan through the Advisor and/or AFM.

The Client' privacy is of utmost importance. All information provided will be kept strictly confidential by the Advisor and AFM. Should it be necessary to consult with third-party professionals, the Advisor will obtain the Client's written permission prior to disclosing any personal information; otherwise, the Client consents to the use of their personal information in the administering of this LOE. Additionally, the Client acknowledges that the Client files must be available for review by the self regulatory organization of which AFM is a member and by AFM's compliance department, as required under applicable securities laws.

If there is a material change in a client's circumstance, modifications may be necessary if the financial plan is an on-going service. If changes to this LOE are required, a new LOE must be prepared to reflect such change. If a material change occurs under the one-time option, a new / modified financial plan (or a review of the existing financial plan) will not be performed unless agreed to by the client and the advisor. If the client and advisor do agree to modify or review the existing financial plan as a result of the material change, a new LOE will be completed.

Acknowledgement

| Client Name | Client Signature | Date |
|---------------------|--------------------------|------|
| Client Name (joint) | Client Signature (joint) | Date |
| Advisor Name | Advisor Signature | Date |

A COPY OF THIS LOE MUST BE RETAINED IN THE CLIENT FILE