

Onboarding Agreement

THIS Agreement (the “**Agreement**”) is made as of the [##] day of [MONTH], 2022

BETWEEN

[FULL LEGAL NAME] and [COMPANY INC.] (the
“**Relationship Manager**”)

AND

Optimize Inc. operating as Optimize Wealth
Management (“**Optimize**”)

WHEREAS Optimize is a “portfolio manager” (as such term is defined NI 31-103), an “Exempt Market Dealer” and “investment fund manager” (as such terms are defined in the Securities Act (Ontario); and

AND WHEREAS the Relationship Manager is willing and has agreed to foster and maintain client relationships for Optimize and its wealth management platform, so that clients may receive portfolio management services from a licensed portfolio manager of Optimize while the Relationship Manager provides clients with Other Wealth Management Services;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the terms and the mutual covenants hereinafter contained, the Parties agree as follows:

1. Interpretation and Definitions.

(a) In this Agreement, including the recitals:

- i. “**Annual Payments**” has the meaning given to such term in section 4(b);
- ii. “**Confidential Information**” has the meaning given to such term in section 2(a);
- iii. “**Effective Date**” is the date first written above indicating the commencement of this Agreement;
- iv. “**Election Date**” has the meaning given to such term in section 4(c);
- v. “**Force Majeure**” has the meaning given to such term in section 7(d);
- vi. “**Governmental Authority**” means any governmental, regulatory or administrative authority, department, agency, commission, board, panel, tribunal, Crown corporation, Crown ministry or court or other Law, rule

or regulation-making or enforcing entity having or purporting to have jurisdiction on behalf of any nation, or province, territory or state or other subdivision thereof or any municipality, district or other subdivision thereof, including the provincial and territorial securities regulatory authorities, stock exchanges, the Canadian Securities Administrators, IIROC, MFDA and any other applicable SRO that has jurisdiction over a Party;

vii. “**Initial Portfolio**” means the net value of a New Optimize Client’s Portfolio which is to be managed by Optimize through one of its investment models, excluding any mutual funds and other securities that will not be sold but will be only held by Optimize’s custodian, transferred to or invested through Optimize during the Transition Term less any withdrawals or transfers out by any New Optimize Client during the Transition Term. For greater certainty, the net value of a New Optimize Client’s Portfolio means the market value of the Portfolio upon transfer which is to be managed by Optimize through one of its investment models, excluding any mutual funds, stocks, exempt securities and other private investments which do not form part of one of Optimize’s investment models, and then further reduced by the value of all investment loans related to the Portfolio;

viii. “**IIROC**” means the Investment Industry Regulatory Organization of Canada;

ix. “**Laws**” means all applicable laws, common law, statutes, regulations, by-laws, rules, decrees, orders, ordinances, protocols, codes, guidelines, policies, notices, directions and judgments or other requirements of any Governmental Authority;

x. “**Managed Assets**” means assets of the New Optimize Clients managed by Optimize and which Optimize has received its Account Level Fees. For greater certainty, Managed Assets do not include any exempt securities or any other assets that Optimize does not charge direct Account Level Fees for their management;

xi. “**MFDA**” means the Mutual Fund Dealers Association of Canada;

xii. “**New Optimize Client**” means a third party brought to Optimize by the Relationship Manager after the Effective Date of this Agreement;

xiii. “**Non-core Fee**” has the meaning given to such term in

section 4(b);

- xiv. **"NI 14-101"** means National Instrument 14-101 – *Definitions*;
- xv. **"NI 31-103"** means National Instrument 31-103 – Registration Requirements, Exemption and Ongoing Registration Obligations;
- xvi. **"Other Wealth Management Services"** shall mean general client account servicing and administration, will and estate planning, insurance services, tax preparation, general financial planning, and mortgage planning services;
- xvii. **"Party"** means either the Relationship Manager or Optimize;
- xviii. **"Parties"** means the Relationship Manager and Optimize;
- xix. **"Portfolio"** means the investment account(s) of a New Optimize Client transferred to Optimize as a result of the Relationship Manager to be held, managed by or invested through Optimize;
- xx. **"Account Level Fees"** means the fees received by Optimize for the servicing of an investment account as defined as Account Level Fees in 'Section 10 Account Level Fees' of the account holder's portfolio management agreement with Optimize. For greater certainty, Account Level Fees do not include GIC commissions, insurance commissions, trailer fees, fund management fees, performance fees or other similar fees which may be payable on underlying investment funds including Optimize managed and pooled investment funds or investment trusts held within an account;
- xxi. **"RPV"** means retirement portfolio value and has the meaning given to such term in section 4(d);
- xxii. **"provincial and territorial securities regulatory authorities"** has the meaning given to such term in NI 14-101;
- xxiii. **"Succession Notice Date"** has the meaning given to such term in section 4(c);
- xxiv. **"Succession Payout"** has the meaning given to such term in section 4(c);
- xxv. **"SRO"** has the meaning given to such term in NI 14-101;
- xxvi. **"Transition Term"** means the period up until the Election Date of this Agreement;
- xxvii. **"Transition Bonus"** has the meaning given to such term in section 4(a);
- xxviii. **"TPV"** means transition portfolio value and has the meaning given to such term in section 4(d); and

xxix. **"Valuation Dates"** and **"Valuation Date"** have the meaning given to such term in section 4(d).

(b) Furthermore, in this Agreement:

- i. the headings of the paragraph are for convenience only and shall not be taken into account in the interpretation of this Agreement;
- ii. unless otherwise specified, a reference to a paragraph or section is a reference to a paragraph or section of this Agreement;
- iii. words importing the singular include the plural and *vice versa*; words importing the masculine gender include the feminine and *vice versa*; and words importing persons include firms, partnerships, limited partnerships, trusts, and corporations;
- iv. **"herein"**, **"hereto"**, **"hereof"**, **"hereunder"** and similar expressions refer to this Agreement; and
- v. the word **"including"** or **"includes"** used in this Agreement means "including without limitation" or "includes without limitation".

2. Confidentiality.

(a) Except as otherwise provided in this section and this Agreement, each Party agrees that all information, data and practices, which it receives or acquires pursuant to this Agreement and has been identified as Confidential Information (the **"Confidential Information"**) shall be kept confidential and shall not be disclosed to any person other than a Party. In complying with the foregoing confidentiality obligation, each Party shall use the same degree of care as would be used by a normally prudent person in protecting its own proprietary or confidential information. However, no Party shall be obligated to keep confidential any Confidential Information which at the time of disclosure is, through no wrongful act or omission of the Party making the disclosure, a part of the public domain or which is independently developed, already known to, or acquired by the Party or its affiliates. Further, each Party shall have the right to disclose Confidential Information:

- i. to its and its affiliates' officers, directors and employees, subject to the Party taking customary precautions to ensure such Confidential Information is kept confidential;
- ii. on a "need to know" basis to contractors, consultants and advisors employed by the Party or its affiliates where disclosure of such Confidential Information is reasonably necessary in connection with the work to be performed in respect of this Agreement;

- iii.to its insurers, banks or other financial institutions, and their advisors on a need to know basis in respect of this Agreement;
- iv.to the extent such Confidential Information must be disclosed pursuant to any requirement of the applicable laws or pursuant to the rules of any regulator, securities commission or stock exchange having jurisdiction;
- v.in court or arbitration proceedings involving the rights and obligations of such Party; or
- vi.with the consent of the other Party, such consent not to be unreasonably withheld, and provided that such disclosure shall not be made unless prior to such disclosure, the disclosing Party has entered into a confidentiality agreement with the recipient of the Confidential Information on terms no less onerous than those contained herein.

(b) Except as required to be disclosed by law or securities regulations, both Parties agree that this Agreement shall be kept confidential. For greater certainty, this section does not limit in any way the disclosure requirements to any New Optimize Client or to the securities regulators.

(c) The provisions of this section shall survive the termination or assignment of this Agreement for a period of five (5) years.

3. Relationship Manager Roles, Acknowledgments, Covenants, and Representations.

(a) Optimize agrees and represents that the Relationship Manager may immediately provide any New Optimize Client with financial planning services, will preparation services, tax preparation services, and insurance services provided the Relationship Manager is properly registered to provide such services. Optimize further agrees and represents that the Relationship Manager may provide investment advice to any New Optimize Client so long as it is properly licensed and that until such time, it may provide any New Optimize Client with general client services that do not involve securities and investment advice, for example, hosting meetings alongside a licensed Optimize portfolio manager, address updates as per client requests, beneficiary updates as per client requests, and accepting documents from clients and forwarding them onto Optimize's head office.

(b) The Relationship Manager agrees and represents that until it is properly registered, it will not make any statement to any New Optimize Client about the merits

of any specific security or trade and will not make any recommendation or otherwise represent to any New Optimize Client that a specific trade or security is suitable. The Relationship Manager further agrees and represents that it will abide by ongoing regulatory changes to licensing and registration requirements as it pertains to any registrable service it may provide to any New Optimize Client.

(c) Optimize covenants and agrees that any payment that it is required to make to the Relationship Manager under this Agreement shall be made solely from Optimize's account, shall not be passed on to any New Optimize Client in any way, and shall not alter Optimize's duty or quality of service to any New Optimize Client.

(d) Optimize covenants and agrees that it shall provide the same quality of services and opportunities to all its clients regardless of whether such clients are New Optimize Clients or not.

(e) Each Party hereby agrees to maintain all documents and accounting records related to this Agreement in accordance with all applicable rules and regulations of applicable regulatory bodies.

(f) The Relationship Manager agrees to and acknowledges that Optimize may be required to provide written disclosure of the existence of this Agreement to applicable clients of Optimize.

(g) The Relationship Manager agrees to follow and be bound by the current version and future updated versions of Optimize's Policies and Procedures Manual which has been provided and can be found on Optimize's Portal (portal.optimize.ca) to ensure compliance with current regulatory environments.

(h) The Parties acknowledge that this Agreement does not alter in any way Optimize's responsibilities and obligations towards any New Optimize Client.

(i) Each Party hereby agrees to safeguard all client data, contact details and financial information as required under applicable provincial and federal law.

(j) Optimize and the Relationship Manager represent to each other that they have obtained independent legal advice before signing this Agreement.

(k) The Relationship Manager agrees and represents that neither the execution and delivery of this Agreement nor any other agreement or document to which the Relationship Manager is or will become a party as contemplated by this Agreement, nor compliance by

the Relationship Manager with any provisions hereof or thereof will conflict with or result (with or without notice, lapse of time or both) in a breach of any of the terms, conditions or provisions of any contract or agreement agreed or signed by the Relationship Manager.

(l) The Relationship Manager agrees to exclusively use Optimize branding and their own Optimize email provided by Optimize's head office on all outbound communication, advertising, and signage. The Relationship Manager further agrees to the dissemination of any press releases or public announcements across all media channels related to the Relationship Manager joining Optimize.

(m) The Relationship Manager agrees and represents that they have read and fully understand and agree with all client onboarding documents including Optimize's Portfolio Management Agreement, Investment Management Services Agreement, Offering Memorandum, and all of its related marketing brochures such as the Portfolio Management Strategy, Custodian Fee Disclosure, as well as all Performance and Pooled Fund Brochures related to Optimize's Model Portfolios.

4. Transition Bonus, Annual Payments, Succession Payout, and Other Payments.

(a) **Transition Bonus:** Optimize shall pay to the Relationship Manager a transition bonus of a total of two percent (2%) of the Initial Portfolio of any New Optimize Clients brought by the Relationship Manager to Optimize during the Transition Term (the "**Transition Bonus**"). Additionally, the Transition Bonus will be paid on the following terms:

- i. The Transition Bonus shall be paid on every Initial Portfolio in which Account Level Fees have been received by Optimize, over a total of a three (3) year period, paid monthly in arrears, following the first month in which Account Level Fees have been received by Optimize; For greater clarity, while different Initial Portfolios may be opened and Account Level Fees may commence to be received on different dates and hence the three (3) year period may start and end at different dates for different Initial Portfolios, the Transition Bonus for each Initial Portfolio will not be paid over a period longer than three (3) years;

- ii. Subject to Section 4 (a) the Transition Bonus shall be based on the TPV and will be paid on the Valuation Dates

as per section 4(d). The Transition Bonus will be paid on the 15th day following each Valuation Date. The Transition Bonus during any applicable month related to Initial Portfolios which are part of the TPV where the Account Level Fees have accrued for a full month will be calculated as one thirty-sixth (1/36th) of the Transition Bonus as calculated above and as adjusted as per Section 4(d). The Transition Bonuses related to Initial Portfolios which are part of the TPV where the Account Level Fees have not accrued for a full month will be calculated as above and adjusted as per section 4(d) but will also be reduced on a pro-rated basis;

- iii. The Transition Bonus shall be subject to sections 4(d) and 4(e);
- iv. For greater certainty, the Relationship Manager will not receive any Transition Bonus for any assets transferred after the Transition Term. Furthermore, no Transition Bonuses will be payable for any assets that are not part of one of Optimize's investment models; and
- v. Should the Relationship Manager leave Optimize prior to seven (7) years following the Effective Date of this Agreement and not receive a Succession Payout from Optimize, a portion of the Transition Bonus which was received by the Relationship Manager will be immediately refunded and paid back to Optimize by the Relationship Manager according to the below table:

Number of Years following the Effective Date of this Agreement	Portion of the Transition Bonus to be refunded and paid back to Optimize by the Relationship Manager
Less than 1 year	100%
In between 1 and 2 years	90%
In between 2 and 3 years	80%
In between 3 and 4 years	70%
In between 4 and 5 years	50%
In between 5 and 7 years	35%
Greater than 7 years	0%

- (b) **Annual Payments:** Optimize shall pay to the Relationship Manager ongoing Annual Payments which will be calculate based on the Initial Portfolio of any New Optimize Clients brought by the Relationship Manager to Optimize before or after the Transition Term (the "Annual Payments") as follows:

- i. 100% of the Account Level Fees which Optimize has received on any Optimize Pooled funds held in the Initial Portfolio and which form part of any Optimize investment model; and
- ii. 80% of mutual fund trailers which Optimize has received on mutual fund securities transferred in-kind and which form part of any Optimize investment model except for the non-core investment model. The Relationship Manager acknowledges that no payments will be made related to trailers from mutual fund securities purchased within accounts assigned to the non-core investment model; and
- iii. 80% of the Account Level Fees which Optimize has received on securities which were transferred in-kind and do not form part of any Optimize investment model. The Relationship Manager acknowledges that Account Level Fees on such securities have a maximum account level fee of 1%; and
- iv. The Relationship Manager acknowledges that there are no Account Level Fees on accounts assigned to the money market model or the non-core investment model and therefore no Annual Payments will be generated on securities or mutual funds purchased and held within these types of accounts.

Furthermore, and for greater certainty, no Annual Payment and no Transition Bonus will be paid on the value of any mutual funds, any securities not held within one of Optimize's investment models, or on any trailers, commissions, or performance-based fees received from any investment fund or security; Additionally, the Annual Payments payable during any applicable month will be calculated as one twelfth (1/12th) of the Annual Payments as calculated above. For Portfolios where the Account Level Fees have not accrued for a full month, the Annual Payments will be calculated as above but will also be reduced on a pro-rated basis; The Annual Payments shall be paid in monthly payments and within fifteen (15) business days after the applicable month which the Account Level Fee is received by Optimize.

(c) **Succession Payout:** At any time, the Relationship Manager may elect to terminate all payments under this agreement in exchange for the succession payout (the "**Succession Payout**"). The Succession Payout will be paid on the following terms:

- i. The Relationship Manager must give a written notice of this election to Optimize ("**Succession Notice Date**") at least six (6) months in advance of making this election ("**Election Date**");
- ii. The Succession Payout will be derived from the below succession calculation table:

# of Years Election Date follows Effective Date	Percentage of Optimize Model Portfolios (defined below)	OR Multiple of Non-Optimize Model Portfolio Securities Fees (defined below)
1	2.5%	1.5 X
2	2.5%	2.0 X
3	3%	2.25 X
4	4%	2.5 X
Greater than or equal to 5	5%	3X

iii. The percentage of Optimize Model Portfolios will be based on all securities held within one of Optimize's model portfolios. The Multiple of Non-Optimize Model Portfolio Securities will be based on any Account Level Fees or Mutual Fund Trailers which Optimize has received on securities, including mutual funds, held in the Initial Portfolio and which do not form part of one of Optimize's model portfolios. For greater certainty, the Succession Payout for any one security will be based on only one of the two Succession Payout calculation methods. In situations where the Relationship Manager wishes the appointed Optimize successor ("**Successor**") to receive a larger Annual Payment than the standard 0.50%, the Relationship Manager can further adjust the Succession Payout it receives as follows:

Annual Payment paid to Optimize Successor as a % of Managed Assets	Reduction to the Relationship Manager's Succession Payout
0.50%	0%
0.60%	15%
0.70%	25%
0.80%	40%

iv. The Succession Payout will be paid over three (3) years in monthly payments starting on the first (1st) month after the Election Date.

v. Subject to Section 4 (c) ii., the Succession Payout shall be based on the RPV and paid on the Valuation Dates as per section 4(d). The Succession Payout will be paid on the 15th day following each Valuation Date. The Succession Payout during any applicable month will be calculated as one thirty-sixth (1/36th) of the Succession Payout as calculated above and as adjusted per section 4(d). The Succession Payouts related to Portfolios which are part of the RPV where the Account Level Fees have not been received over a full month will be calculated as above and as adjusted as per section 4(d) but will be reduced on a pro-rated basis.

vi. The Succession Payout shall be subject to sections 4(d) and 4(e);

vii. The Succession Payout terminates all other fees under this Agreement as of the Election Date. For greater certainty, no fees except the Succession Payout will be paid after the Election Date including, but not limited to, the Transition Bonus, the Annual Payments or any other fee; and

viii. If section 5 below is found to be invalid or unenforceable, then this Agreement shall be void and any Transition Bonus payments made under Section 4(a), or any Annual Payments made under Section 4(b), or any Succession Payouts made under section 4(c), shall be refunded and paid back, without any penalty whatsoever, to Optimize by the Relationship Manager. For greater certainty, this section does not set the limit for Optimize's recovery of damages from the Relationship Manager.

(d) Over the three-year periods in which the Transition Bonus or Succession Payout is to be paid, there will be a total of thirty-six valuation dates ("**Valuation Dates**"). For clarity, the Valuation Dates will be on the last business day of the thirty-six (36) consecutive months of the Transition Bonus or Succession Payout periods, as applicable. At each Valuation Date which applies to a Transition Bonus, Optimize will determine the transition portfolio value ("**TPV**"). To determine the TPV, Optimize will sum the total value of every Initial Portfolio which Optimize has received Account Level Fees for in the immediately preceding month of the Valuation date, for which a Transition Bonus is still owing. At each Valuation Date as it relates to calculating the Succession Payout,

Optimize will determine the retirement portfolio value ("**RPV**"). To calculate the RPV, Optimize will determine the total value of every Initial Portfolio which Optimize has received Account Level Fees for in the immediately preceding month of the Valuation date, for which a Succession Payout is still owing.

(e) It is being understood by the Parties, that the Transition Bonus and the Succession Payout are an expense to Optimize and shall be treated as an expense for tax purposes. In the event Optimize is not permitted by a government or regulatory body to expense the Transition Bonus or the Succession Payout for tax purposes, then Optimize shall pay the Transition Bonus and the Succession Payout over six (6) year periods in monthly payments instead of payments over three (3) year periods in monthly payments. For great certainty, both payment terms will result in the same total after-tax amount being paid by Optimize to the Relationship Manager.

(f) It is understood and agreed by the Relationship Manager that any charges or reimbursements payable by Optimize which are related to any New Optimize Client or the Relationship Manager such as transfer out reimbursements, registration or licensing fees, trading errors, or other related expenses will be paid by the Relationship Manager.

5. Non-Competition and Non-Solicitation.

(a) If a Succession Notice Date has been submitted by the Relationship Manager in order to receive a Succession Payout, for ten (10) years following the end of all payments from Optimize to the Relationship Manager pursuant to this Agreement (the "**Restricted Period**"), the Relationship Manager (other than working as an employee of Optimize) shall not, directly or indirectly: (i) engage in or assist others in engaging in competition with Optimize by operating a competitive business in the territory where Optimize is licensed to conduct its business; (ii) have an interest in any person or entity that engages directly or indirectly in competition with Optimize by operating a competitive business in the territory where Optimize is licensed to conduct its business, in any capacity, including as a partner, shareholder, member, employee, independent contractor, principal, agent, trustee or consultant; or (iii) intentionally interfere in any material respect with the

business relationships (whether formed before or after the date of this Agreement) between Optimize and its clients; or (iv) bring clients to or entice individuals or entities to do business with any other firm besides Optimize for investment or wealth management services.

(b) During the Restricted Period, the Relationship Manager shall not, directly, or indirectly, hire or solicit any employee of Optimize or encourage any employee of Optimize to leave his or her employment or hire any such employee who has left such employment.

(c) During the Restricted Period, the Relationship Manager shall not, directly or indirectly, solicit or entice, or attempt to solicit or entice, and/or take any clients of Optimize or known potential clients of Optimize for the purposes of diverting their business or services from Optimize.

(d) The Relationship Manager acknowledges that a breach or threatened breach of this Section 5 would give rise to irreparable harm to Optimize, for which monetary damages would not be an adequate remedy, and hereby agrees that, in the event of a breach or a threatened breach by the Relationship Manager of any such obligations, Optimize shall, in addition to any and all other rights and remedies that may be available to it in respect of such breach, be entitled to equitable relief, including a temporary restraining order, an interim or permanent injunction, specific performance and any other relief that may be available from a court of competent equitable jurisdiction (without any requirement to post a bond or other security).

(e) If at any point in time during the Restricted Period, fifteen percent (15%) or more of the total value of any New Optimize Client's Initial Portfolios are either: (i) transferred out or away from Optimize to any entity that is related or associated in any way with the Relationship Manager or (ii) transferred out or away from Optimize, where such transfer would directly or indirectly benefit in any way the Relationship Manager, then Optimize shall have an absolute right to terminate this Agreement by declaring this Agreement null and void and following such declaration all Transition Bonus payments, all Annual Payments, and all Succession Payout payments made under this Agreement, without any penalty whatsoever, shall be refunded and paid back to Optimize by the Relationship Manager. For greater certainty, this section does not set the limit for

Optimize's recovery of damages from the Relationship Manager.

(f) This section of this Agreement shall survive the termination or assignment of this Agreement.

6. Indemnity.

(a) The Relationship Manager agrees to indemnify Optimize related to ongoing technologies and services requested by the Relationship Manager and incurred by Optimize, in addition to all costs, charges and expenses, including reasonable legal expenses and including all amounts paid to settle an action or satisfy a judgment, reasonably incurred by Optimize (i) in respect of any civil, criminal or administrative action or proceeding related to any transaction or dealing by the Relationship Manager with the Relationship Manager's clients or any other third parties, and (ii) in respect of any civil, criminal or administrative action or proceedings to which Optimize is made a party by reason of being a party to this Agreement or by being associated with the Relationship Manager.

(b) Optimize agrees to indemnify the Relationship Manager in respect of all costs, charges and expenses, including reasonable legal expenses and including all amounts paid to settle an action or satisfy a judgment, reasonably incurred by the Relationship Manager (i) in respect of any civil, criminal or administrative action or proceeding related to any transaction or dealing by Optimize, including its shareholders, affiliates, representatives and directors, with Optimize clients or any other third parties after the Effective Date, provided such civil, criminal or administrative actions or proceedings are completely unrelated to the Relationship Manager and the Relationship Manager is made a party by reasons of being associated with Optimize.

(c) This section of this Agreement shall survive the termination or assignment of this Agreement.

7. Miscellaneous Provisions.

(a) The relationship of the parties is that of independent contractors. Each party is responsible for their own expenses including, but not limited to rent, employees, salaries, and advertising. Neither this Agreement nor the performance of any of the terms of this Agreement shall be interpreted so as to create any employment, partnership or joint venture relationship between the parties. Neither party shall have any

authority to assume or create any obligation whatsoever, expressed, or implied, in the name of the other Party, nor to bind the other Party in any manner whatsoever. This Agreement shall not be replaced or amended by any employment, contractor, or service agreement.

(b) This Agreement shall be construed in accordance with the Laws of the Province of Ontario and the federal Laws of Canada applicable therein. Each Party hereby submits to the exclusive jurisdiction of and the venue in the Province of Ontario.

(c) No waiver by any Party of any breach of a provision of this Agreement shall be binding upon such Party unless it is expressed in writing and duly executed by such Party, and such a waiver shall not operate as a waiver of any future breach, whether of a like or different character.

(d) Notwithstanding anything in this Agreement to the contrary, the Parties shall not be deemed in default with respect to the non-performance of any of the terms, covenants and conditions of this Agreement if same shall be due to any cause beyond the Parties' control, including, without limitation, strikes; lockouts; wars; terrorist attacks; civil commotion; sabotage; pandemics; changes in Laws and regulations; government or regulatory bodies' requirements, orders or other controls; inability to obtain materials or services; or delays caused by an act of God ("**Force Majeure**").

(e) No failure on the part of any Party in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy preclude any further or other exercise thereof.

(f) Each of the Parties shall from time to time and at all times do all such further acts and execute and deliver all such further deeds and documents as shall be reasonably required in order to fully perform and carry out the terms of this Agreement.

(g) Except as provided above, if any provision of this Agreement should be found invalid, illegal or unenforceable in any respect or in any circumstance, the legality or enforceability of such provision in any other respect or circumstance shall not in any way be affected or impaired thereby and the validity, legality or enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired hereby.

(h) All notices to be given hereunder must be in

writing.

(i) This Agreement shall ensure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

(j) Time is of the essence of this Agreement.

(k) This Agreement cannot be amended without a signed formal written amending agreement specific to this Agreement executed by all Parties. For greater certainty, this Agreement cannot be amended via exchange of emails, references to voice mails, conversations, or any text messages except where a formal signed written amending agreement specific to this Agreement is scanned and attached to the email. For avoidance of doubt, this Agreement cannot be amended by any other agreement (including, but not limited to, any employment or service agreement) unless the agreement specifically and expressly states that such agreement intends to amend this Agreement. All previous communications and understandings regarding this Agreement shall be superseded by this written Agreement.

(l) Each Party to this Agreement shall pay its respective legal, accounting, and other professional advisory fees, costs and expenses incurred in connection with the negotiation, preparation and execution of this Agreement and all documents and instruments executed or delivered pursuant to this Agreement, as well as any other fees, costs and expenses incurred, unless otherwise specifically set out in this Agreement.

(m) This Agreement may be executed in as many counterparts as are necessary and all executed counterparts together shall constitute one agreement.

(n) Notwithstanding anything herein to the contrary, it is agreed that if the Relationship Manager dies at any time following the Effective Date of this Agreement, the Relationship Manager shall be (A) deemed to have elected to terminate all payments under this agreement in exchange for the Succession Payout; (B) deemed to have provided six (6) months written notice of this election to Optimize prior to the Relationship Manager's death; and (C) the Succession Payout, will be paid to the estate of the Relationship Manager based on "Greater than or equal to 5" Election Year Period and according to the terms in Section 4 herein.



Optimize
Wealth Management
Set Your Goals. Make Them Happen.

TD Canada Trust Tower
161 Bay Street, 45th Floor
Toronto, ON M5J 2S1
1-866-209-6862

IN WITNESS WHEREOF the Parties have duly executed
this Agreement each as of the date above written.

[FULL LEGAL NAME]

Per: _____
[FULL LEGAL NAME]

[COMPANY'S FULL LEGAL NAME]

Per: _____

Title: _____
I have authority to bind the corporation

Optimize Inc.
operating as Optimize Wealth Management

Per: _____

Title: _____
I have authority to bind the corporation