

EDWARD JONES PORTFOLIO PROGRAM® Managed Account Agreement

Account Registration

Date:

Account Number _____ - _____

Proposal ID:

Account Type:

Financial Advisor:

Destination:

Scan Title:

IAS-11728D-C DEC 2023

A. Client Agreement

1. I authorize Edward Jones to manage my investment portfolio in the Edward Jones Portfolio Program (the “Account”) on a discretionary basis on the terms set out in this Agreement.
2. My Information. I have completed, signed and delivered to Edward Jones an Account Authorization Form which displays my investment needs and objectives, risk tolerance, liquidity needs, investment knowledge, investment time horizon, and personal financial situation and I received the Account Agreement and Other Disclosures document (collectively the “Client Agreement”), the terms of which are incorporated into this Agreement by reference. My investment needs and objectives, risk tolerance, liquidity needs, investment knowledge, investment time horizon, and personal financial situation contained in the Account Authorization Form and displayed in my new account verification letter and Client Account Information are accurate and complete. Edward Jones is entitled to rely on this information when assessing the suitability of investments for my Account. **I am responsible for advising Edward Jones promptly in writing of any changes in my financial or personal circumstances that would affect the investment objectives in my Account or any restrictions regarding trading in securities for the Account or any other matter which would affect Edward Jones’ management of the Account.** Until I do so, Edward Jones may rely on the existing Investment Policy Statement. To the extent my investment objectives as set out in my Client Agreement differ from any information in the Investment Policy Statement, the Investment Policy Statement governs.
3. Discretionary Investment Authorization. I grant Edward Jones full discretionary power authority to buy, sell or otherwise deal in securities for the Account in accordance with my investment objectives set out in the Investment Policy Statement at Annex B which is attached to and forms part of this Agreement (the “**Investment Policy Statement**”). Edward Jones may make determinations regarding all aspects of the securities in my Account. My investment objectives set out in the Investment Policy Statement are to be considered only as goals, and while Edward Jones will invest only in securities which, in its judgment, are suitable for an Account considering (among other things) such objectives, Edward Jones does not guarantee the results of any investment and is not responsible in the event that some or all of my investment objectives are not realized.
4. Corporate Actions, Proxies etc. Edward Jones can take all appropriate actions, if any, it deems appropriate, with respect to corporate actions, voting proxies and processing class action claims in respect of the securities in my Account. Edward Jones has such other rights and powers with respect to the management of the Account that are incidental to those specified in this Agreement or necessary to enable Edward Jones to perform its duties under this Agreement. I appoint Edward Jones as my attorney with full power and discretion to take such action as may be required of a security holder, or which such security holder is legally entitled to take, relating to each security held in an Account, including mutual funds.
5. Fees. Edward Jones will charge me fees (the “Fees”) as set out in the Fee Schedule at Annex A which is attached to and forms part of this Agreement. I acknowledge and agree to the following in connection with the payment of fees:
 - (a) The value of any security or other asset held in the Account on any date shall be calculated in the same manner as the value on my account statement delivered in accordance with section

III(e) of the Client Agreement.

- (b) Edward Jones may change the Fee Schedule from time to time upon 60 days' prior written notice to me.
- (c) In addition to the Fees, I am obligated to pay all applicable taxes, fees or other charges levied by any applicable intermediary, third party, government, regulatory authority or agency in connection with the operation of the Account, including, without limitation, HST and fees levied by market intermediaries or securities regulatory authorities in the applicable province or territory. The Fees relate only to the operation of the Account and do not include any other fees that may be payable by me to Edward Jones or its affiliates in connection with other accounts, agreements, transactions or otherwise.

6. Operation of Portfolio Program. The minimum aggregate value of the assets initially in the Account (the "Minimum Amount") is \$15,000. Edward Jones may change the Minimum Amount from time to time on 30 days' prior written notice to me. Edward Jones may terminate the Agreement as described in Section 18 if the value of the assets in the Account falls below such Minimum Amount. If the value of an existing Account decreases below \$10,000 the Account may be removed by Edward Jones from Portfolio Program. Upon opening an account, my Edward Jones advisor will:

- Prepare and present a financial strategy based on information provided by me and provide me with a printed or electronic copy upon my request.
- Conduct a comprehensive review with me once each year.

In the event I am unwilling or unable to participate in the periodic review process of my Portfolio Program Account, Edward Jones may terminate the Agreement as described in Section 18, upon no less than thirty (30) days written notice to me.

7. Restricted Transactions. Edward Jones will not conduct any transaction for the Account which are restricted under the rules of the Canadian Investment Regulatory Organization (CIRO) or other applicable securities laws.

8. Standard of Care and Limitation of Liability. In carrying out its responsibilities under this Agreement, Edward Jones will act honestly, in good faith and in my best interests and exercise the degree of care, diligence and skill as would be expected of a reasonably prudent person under similar circumstances and in similar market conditions. Although Edward Jones will make investment decisions for the Account in accordance with the Investment Policy Statement, Edward Jones does not guarantee investment results and neither Edward Jones nor any of its officers, directors or employees will have any liability to me for any loss occasioned by any investment decision errors or omissions that occur in the course of, arise from or are related to transactions by Edward Jones unless such errors or omissions are caused by the willful misconduct of Edward Jones or breach by Edward Jones of its standard of care. Edward Jones will not be liable for not acting on any specific investment opportunity or opportunities on my behalf.

9. Client Representations. I represent and warrant to Edward Jones as follows:

- (a) I have provided Edward Jones with complete and accurate information concerning me, including the nature of my business and the identity of those who are beneficial owners of, or exercise control or instruction over, more than 10 per cent of the voting rights attached to the outstanding voting securities of any corporation who exercise control over the affairs of any trust of which I am a representative under this Agreement, to enable Edward Jones to comply with legal

and regulatory requirements to determine my identity and reputation and to collect certain information. Edward Jones may request additional information from time to time and I will provide all such information.

- (b) Transactions will be initiated for the Account in accordance with the Investment Policy Statement and Edward Jones is not required to manage the Account with the objective of minimizing the tax payable by me. As a result, Edward Jones is not responsible for the tax consequences of transactions initiated, or not initiated, for the Account. In the event I provide suggestions to Edward Jones in respect of the Account and Edward Jones acts on such suggestions, Edward Jones will not be liable to me for the tax consequences or investment consequences of any action taken, or not taken, in accordance with my suggestions and such actions will not constitute a breach by Edward Jones of the standard of care set out in Section 8 above.
- (c) I am responsible for all tax returns, filings and reports on any transactions undertaken pursuant to this Agreement and for the payment of all unpaid capital calls, taxes, levies, duties or other liability or payment arising out of, or in connection with, the securities held in the Account. In the event Edward Jones is under any obligation to pay any of the above, it may do so using Account assets.
- (d) The services provided by Edward Jones are for the portfolio management of assets in the Account, and I cannot rely on Edward Jones to provide tax, legal, or accounting advice, which services may be retained by me from other sources.
- (e) I am not a party to, bound by, affected by, or subject to any indenture, mortgage, lease,

agreement, obligation, instrument, charter, by-law, order, judgement, decree, license, law (including regulations) or governmental authorization that would be violated or breached as a result of the execution and delivery of, or performance of obligations under, this Agreement.

- (f) I agree to comply with all laws applicable to me or any entity represented by me in respect of the Account in my place of residence, including, but not limited to, laws relating to insider trading and reporting.
- (g) I will provide Edward Jones and/or the mutual funds in my Account with any information, certification or other documentation as Edward Jones or the mutual fund considers reasonably necessary in order for Edward Jones or the mutual fund or any of their affiliates to (i) enter into, maintain or comply with the agreement contemplated by Section 1471(b) of the U.S. Internal Revenue Code of 1986, as amended (the “Code”), (ii) comply with any reporting, withholding or other requirements under Sections 1471 through 1474 of the Code, the treasury regulations and guidance issued pursuant thereto, in each case, in order to avoid any withholding required under Sections 1471 through 1474 of the Code, or (iii) comply with any applicable intergovernmental agreement entered into in connection with Sections 1471 through 1474 of the Code and any laws or other requirements enacted by any jurisdiction (including Canada) to implement any such intergovernmental agreements. If any information or documentation I previously delivered expires or becomes obsolete or inaccurate in any respect, I will promptly update such information or documentation. I acknowledge and agree that any information provided by me to Edward Jones and/or a mutual fund held in my Account may be

disclosed to the Canada Revenue Agency and the U.S. Internal Revenue Service and I waive any provision of law that would, absent a waiver, prevent such disclosure.

- (h) If I am an individual, I have reached the age of majority and have the power and capacity to enter into, and perform my obligations under, this Agreement.
- (i) In the event that I represent a legal entity which is the beneficial owner of the Account:
 - (i) Edward Jones' investment management strategies, allocation procedures, and all other actions that would reasonably be seen to be part of the service Edward Jones offers under the Portfolio Program, are authorized under the constating documents of the entity and laws applicable to the entity;
 - (ii) The entity was validly formed and continues to be free of any defects or encumbrances that would affect its legal status and the entity has not taken steps to change its existence in any way and no proceedings have been commenced or threatened, or actions taken that could result in the entity ceasing to exist;
 - (iii) I have the power and capacity to enter into this Agreement on behalf of the legal entity represented by me and to effect the transactions contemplated in this Agreement and the execution and delivery of this Agreement have been duly authorized by all necessary action on the part of the legal entity.

10. Custody. Edward Jones is the custodian and depository for the account, and holds all securities, including certificates and other evidence of investment, made for the account. Income and proceeds from the disposition of

securities are held in the Account as cash until reinvested as appropriate.

- 11. In Kind Transfers. If and to the extent that I finance my initial investment in the Portfolio Program by transferring securities in kind to the Account, Edward Jones will sell such securities on a public market within a reasonable timeframe on a commission free basis, and all sales proceeds will be invested in accordance with my Investment Policy Statement as soon as is reasonably practicable following such sales. To the extent that I transfer securities in kind to the Account after it has already been invested in accordance with my Investment Policy Statement, such securities will be subject to the discretionary investment authorization granted to Edward Jones under Section 2, and it is expected that Edward Jones will sell such securities promptly and invest all sales proceeds in accordance with my Investment Policy Statement.
- 12. Fund Disclosure. In connection with any purchase or sale of mutual fund securities or other securities in primary distribution for the Account, I direct Edward Jones to deliver the prospectus, fund facts and/or other legally required documents (collectively, "**Fund Disclosure**") to the portfolio manager responsible for my Account. I can change this direction by contacting my Financial Advisor in order to instruct Edward Jones to deliver all Fund Disclosure to me at the address set out in my Client Agreement.
- 13. Indemnification. I indemnify and hold Edward Jones, its directors, officers, shareholders and employees and agents harmless and release such parties from any and all damages, actions, causes of action, debits, charges, expenses, or other losses arising out of the operation of the Account, except for any losses, costs or damages, arising out of or in connection with Edward Jones' willful misconduct or breach of its standard of care under this Agreement as set out in Section 8. In no event

shall Edward Jones be liable for any special, indirect, or consequential damages.

14. Third Party Data. Edward Jones may employ or engage, and rely and act on information or advice received from fund managers, distributors, brokers, depositories, electronic data processors, lawyers and other service providers reasonably believed to be competent. Edward Jones is not responsible or liable for the acts or omissions of such persons provided that Edward Jones meets the standard of care set out in Section 8 hereto in selecting such service provider and relying on data provided by it.
15. Use of Borrowed Funds. If I borrow funds for the purpose of making a deposit or a contribution to an Account, I will notify Edward Jones so that Edward Jones may provide advice in respect of the potential impact such borrowing may have on my assets. I acknowledge that using borrowed money to finance a deposit or contribution into the Account that will be used to purchase securities involves greater risk than a purchase using cash resources only. If I borrow money to make a deposit or contribution to an Account, it is my responsibility to repay the loan and pay interest as required by its terms, which remains the same even if the value of the Account declines. I have reviewed Section IV – Customer Loans of the Client Agreement.
16. Non-Exclusivity. The services provided by Edward Jones to me are not exclusive. Nothing in this Agreement restricts the right of Edward Jones to provide investment management or any other services for any other person or entity, and the provision of such services for others does not violate or give rise to any duty or obligation to me.
17. Term. This Agreement is effective as of the date it is approved by the Designated Supervisor of the Edward Jones Portfolio Program, and stays in

effect until it is terminated in accordance with Section 20.

18. Termination. I may terminate this Agreement upon five days' written notice delivered to Edward Jones. Edward Jones will close the Account as soon as practicable after receipt of the termination notice from me. If Edward Jones receives notification that I have requested the assets in my Account to be transferred to an account at another dealer or adviser, Edward Jones will consider such notification to be my notice of termination. Edward Jones may terminate this Agreement by notice in writing to me. Such termination shall be effective no earlier than 30 days from the date of mailing of such notice. I hereby agree not to withdraw any of the assets from the Account unless I have given Edward Jones five Business Days' prior notice of such intent to withdraw assets from the Account.
19. Entire Agreement, Amendments. This Agreement, including Annexes and the Client Agreement, is the entire Agreement between the parties with respect to the subject matter of this Agreement. This Agreement may be amended at any time by Edward Jones upon written notice to me. Such amendment will take effect at the time set out in the notice of amendment.
20. General. Any notice or communication under this Agreement will be given in accordance with Section V(e) of the Client Agreement. To the extent that the provisions of this Agreement are inconsistent with those of the Client Agreement, the terms of this Agreement prevail. All of the "Other Contract Terms" of my Client Agreement apply to this Agreement.
21. Acknowledgement of Receipt. I hereby acknowledge that I have read and understood this Agreement, including the attached Investment Policy Statement and Fee Schedule, and confirm receipt of a copy.

22. Trade Confirmations. In connection with any purchase or sale of securities for the Account, I direct Edward Jones to deliver all trade confirmations **to the portfolio manager responsible for my Account**.

B. Signature(s) – Authorized Person(s)

Client Signature	Printed Client Name	Date
Client Signature (if joint account)	Printed Client Name (if joint account)	Date
Financial Advisor Signature	Printed Name	Date

IAS-11728D-C DEC 2023

Annex A – Portfolio Program – Fee Schedule

The Account is made up of a basket of individual mutual funds (the "**SEI Funds**") which replicates a Portfolio Program Model developed and maintained by SEI Investments Canada Company ("**SEI**").

The total fees ("**Fees**") payable by the client account holder ("**you**") for each Portfolio Program Account is comprised of the Edward Jones Program Fee ("**Program Fee**") and SEI Investment Management Fee ("**Investment Management Fee**"). The Program Fee compensates Edward Jones for the services provided to the Account. The Investment Management Fee compensates SEI for the services provided to the Account.

The Program Fee, Investment Management Fee, and applicable taxes will be charged monthly in arrears and deducted from your Account.

Each SEI Fund will incur operating expenses. Operating expenses will not be paid from cash in the Account or as redemption of SEI Fund units. Those charges will be taken directly by each SEI Fund, reducing the fund's net asset value.

Edward Jones Program Fee Schedule

The Program Fee will be based on the daily average market value of your Account(s) and the effective annualized rate based on the Program Fee schedule below. The Program Fee is based on a tiered scale that offers you a lower effective annualized rate as your assets increase within your Account(s). Edward Jones may combine the value of assets across multiple Accounts for purposes of calculating the applicable Program Fee rate, this is referred to as a Pricing Group.

Applicable taxes will be charged on the Program Fee.

Asset Tiers	Edward Jones Annual Program Fee
on first \$250,000	1.50%
on next \$250,000	1.20%
on next \$500,000	1.00%
on next \$1,500,000	0.90%
on next \$2,500,000	0.75%
on next \$5,000,000	0.60%
on portion over \$10,000,000	0.50%

SEI Investment Management Fee

The Investment Management Fee will be calculated based on the daily average market value of your Account and the Portfolio Program model selected in your Investment Policy Statement, as outlined below.

Applicable taxes will be charged on the Investment Management Fee.

Edward Jones Portfolio Program Model	SEI Investment Management Fee
Conservative Income	0.43%
Income	0.43%
Moderate Growth and Income	0.47%
Core Growth and Income	0.50%
Global Core Growth and Income	0.50%
Growth and Income	0.51%
Global Growth and Income	0.52%
Growth	0.55%
Global Growth	0.56%
Equity	0.58%
International Equity	0.60%

Scanning instructions for the advisor: Please scan all pages of Managed Account Agreement and Fee Schedule to:

Scan Title: Portfolio Program - Managed Account Agreement; Destination: Canada Operations

Page 1 of 2 Proposal ID #:

While Fees are not expected to fluctuate significantly, in no event will the total fees and expenses exceed 2.5% before applicable taxes.

Pricing Groups

A Pricing Group is a group of accounts that are eligible to be grouped together for the purposes of calculating the daily average market value of your Account(s) and the corresponding Program Fee. The way Edward Jones determines your Pricing Group is described at www.edwardjones.ca/pricinggroup. A printed or electronic copy of the description can be requested through your Financial Advisor.

Procedure for Payment of Fees

- (a) Edward Jones is authorized to pay Fees monthly in arrears from the Account. Where cash in the Account is insufficient to pay Fees, Edward Jones is authorized to redeem, at its sole discretion, units in any SEI Fund held in the Account for the purpose of payment.
- (b) The fee calculation is based on the daily average value of the Account (or Pricing Group,) over the month or partial month as the case may be, calculated each day by Edward Jones as the sum of the net asset value of each SEI Fund in the Account, and confirmed by Edward Jones. Fees for partial months will be prorated to reflect the actual number of days the Account held the SEI Funds.
- (c) In the event that the Account is terminated prior to the last business day of a month, prorated Fees shall become immediately due and payable at the close of business on the date the Account is terminated.

Short-Term Trading

If you withdraw funds from, or close, your account within 90 days after units of an SEI Fund are purchased, SEI may charge a short-term trading penalty of up to 2% on the redemption price of units redeemed as a result of such withdrawal or closure. The penalty is paid to the SEI Funds and not to SEI or Edward Jones.

The penalty described above will be calculated based on the value of units of each SEI Fund held within the Account, plus applicable operating expenses and taxes.