

TERMS AND CONDITIONS
0% QWP MANAGEMENT FEES OFFER

Eligibility

- 1) To be eligible for the Offer the Client must:
 - a) Be a new or existing Questrade Wealth Management Inc. ('QWM') client with all accounts in good standing at the time of participating in the Offer;
 - b) Be a legal resident of Canada;
 - c) Have attained the age of majority in the Canadian province or territory where the Client resides; and
 - d) Meet the additional requirements below.

Offer Rules

- 2) For this Offer, the following definitions apply:

Average Net New Deposits is represented by the following formula:

Sum of Daily Net New Deposits Closing Balance for each Calendar Day in the Payment Period

Number of Calendar Days in the Payment Period

Calendar Day means any day in the Gregorian Calendar.

Client means a new or existing client of QWM.

Daily Net New Deposits will be calculated daily at the end of each calendar day, in accordance with the following calculation:

$$\text{Daily Net New Deposits} = A - B$$

Where:

A is The sum total value of the cumulative Qualifying Deposits made during the day, with each Qualifying Deposit valued as at that date ('**Deposit Date**') when the Qualifying Deposit is received into the Client's Eligible Account. If a Qualifying Deposit is denominated in US currency, the exchange rate on the Deposit Date

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will be used to determine the Canadian dollar value equivalent for the purposes of the calculation.

And

B is The sum total value of each withdrawal or transfer-out or other transaction that would have the effect of reducing the balance (each a '**Withdrawal**') in the Client's Eligible Account during the day the Withdrawal occurs. If a Withdrawal is denominated in US currency, the exchange rate on the date of the Withdrawal will be used to determine the Canadian dollar value equivalent for the purposes of the calculation.

Daily Net New Deposits Closing Balance means the sum of Daily Net New Deposits made during the Offer Period at the end of each Calendar Day. For greater clarity, only the days in the Offer Period that have elapsed will be counted.

Eligible Account means any Questwealth Portfolio ('**QWP**') account managed by QWM that is in good standing. Each Eligible Account may receive a Fee Rebate in any Payment Period where the Average Net New Deposits are greater than 0. Where a Fee Rebate is due, it will be paid to the Eligible Account to which the management fees were charged.

Enrollment Period means the period commencing on September 1, 2024 and ending on December 31, 2024.

Fee Rebate is determined in accordance with the following calculation:

Fee Rebate Calculation =
(Average Net New Deposits) * (Annual Management Fees) * (n / 365)

Where:

Annual Management Fees Represents the annual management fee charged to the Client's Eligible Account (will correspond to the fee amount - either 0.25% or 0.20%).

n Represents the number of days in the Payment Period.

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The Fee Rebate Calculation will be performed 6 times during the Offer Period on the last day of each Payment Period (each a '**Calculation Date**'). Where a Fee Rebate is owing to the Client, it will be paid to the Eligible Account on or about the 10th day of the month following each Calculation Date.

Notwithstanding the foregoing, the Fee Rebate will never be more than the management fee charged to the Client. Where the Fee Rebate calculation is higher in any Payment Period, that amount will be reduced to be equal to the management fee that was charged.

Along with the Fee Rebate, QWM will also refund the corresponding GST/HST/QST as applicable for the amount rebated ('**Tax Rebate**'). The Tax Rebate will be paid on the same day and into the same Eligible Account as the Fee Rebate.

No Fee Rebate will be paid and no money will be deducted if the calculation produces a result that is zero or a negative number.

Offer Period means the period commencing September 1, 2024 and ending December 31, 2025.

Payment Period means any of the following:

- a) September 1, 2024 to September 30, 2024;
- b) October 1, 2024 to December 31, 2024;
- c) January 1, 2025 to March 31, 2025;
- d) April 1, 2025 to June 30, 2025;
- e) July 1, 2025 to September 30, 2025; or
- f) October 1, 2025 to December 31, 2025.

Qualifying Deposits must meet the following conditions:

- a) The deposit must be in Canadian or US currency; in cash or investable assets. Investable assets exclude any securities that are restricted, subject to a cease trade order or other restriction or that are non-listed and without independent evidence of current value acceptable to QWM. Securities transferred in-kind will be liquidated and the monies re-invested into one of QWM's model portfolios as outlined in the investment management agreement;

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- b) The deposit must be received into an Eligible Account during the Offer Period. Any deposit received in the account after the Offer Period will not qualify for this Offer; and
- c) The deposit must not originate from a Questrade, Inc. or QWP account.

Qualification

- 3) To qualify for the Offer, the Client must:
 - a) Make at least one Qualifying Deposit to an Eligible Account during the Enrollment Period; and
 - b) Maintain in each Payment Period an Average Net New Deposits value greater than zero in the Eligible Account to receive or continue to receive the Fee Rebate.
 - i) No Fee Rebate will be paid in any Payment Period where the Average Net New Deposits value is zero or less. For any such Payment Period, the rebate for that Payment Period will be forfeited.
- 4) A Client can receive up to a maximum of 6 Fee Rebate payments during the course of this Offer.
- 5) The Fee Rebate is non-transferable, and cannot be applied retroactively.
- 6) Except for the following promotions: 'Transfer for Free' (transfer-in fee rebate); 'Refer a Friend' (new client referral); Pre-Authorized Debit offers; Invitation-only offers; or as QWM permits in its sole and absolute discretion- this Offer cannot be combined with any other QWM offer or promotion. Notwithstanding any other restriction on combining offers that may appear elsewhere, in the event of a conflict, this term prevails.

General

- 7) There may be tax implications associated with the Fee Rebate. Clients who participate in the Offer may wish to consult a tax professional for additional guidance.
- 8) The Client assumes all risk of any damage that may arise in connection with participating in this Offer. Without limiting the generality of the foregoing, the participating Client hereby: (a) forever releases and discharges QWM and its parent company, affiliates, and related and associated entities and employees, directors, officers, suppliers, agents, sponsors and administrators of each (collectively, the "Releasees"), from and against any and all claims, actions, costs, liabilities, judgments, damages, obligations, losses, penalties, and expenses of any kind or nature whatsoever (including legal fees) (collectively, the "Claims") in any way arising directly or indirectly out of any injury, loss, or damage that Client may suffer as a result of, or in connection with the participation in

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the Offer or any promotion-related activity, including the payment of the Fee Rebate to a Receiving Account and subsequent use of the Fee Rebate; and (b) indemnifies, defends and holds harmless the Releasees from and against any and all damages, loss and expenses, including legal fees, which may be suffered directly or indirectly by reason of the Client's own negligence or willful misconduct during or in connection with the participation in the Offer.

- 9) This Offer is subject to all applicable laws and regulations.
- 10) All currency shown in these terms and conditions are in Canadian dollars unless otherwise indicated.
- 11) QWM reserves the right to cancel, amend, withdraw or restrict this Offer, in whole or in part, at any time without notice.
- 12) The decisions and interpretations of QWM with respect to any aspect of this Offer are final and binding on all participating Clients without right of appeal.
- 13) If QWM determines a Client has committed or suspects a Client of fraud, abuse, manipulation, violating these terms, or gaming the Offer construct in a way that runs counter to how the Offer was intended to operate, QWM may, in its sole and absolute discretion, take any action it considers appropriate, including but not limited to, disqualification and removal from any current or future offers or promotions, forfeiture or withdrawal of the Fee Rebates and associated benefits, and closure of the Client's accounts with QWM.
- 14) Employees within Questrade Financial Group, including QWM and its affiliates are eligible for this Offer.

QWM is a registered Portfolio Manager, Investment Fund Manager, and Exempt Market Dealer. Questwealth Portfolios ('QWP') is a service provided by QWM. Questrade, Inc. provides administrative, trade execution, custodial, and reporting services for all QWP accounts.

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