

# Open Architecture Service

## Amendment to original agreement

**Amending Agreement** to the Open Architecture Service Agreement dated the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the “**Original Agreement**”).

Between:

Mackenzie Financial Corporation

(“Mackenzie”)

and

The “Investor”<sup>\*</sup> (Print Name)

and

The “Investor”<sup>\*</sup> (Print Name)

and

The “Investor”<sup>\*</sup> (Print Name)

and

The “Investor”<sup>\*</sup> (Print Name)

and

The “Investor”<sup>\*</sup> (Print Name)

and

The Financial Advisor (the “Advisor”) (Print Name) \_\_\_\_\_ Number \_\_\_\_\_

and

The Dealer (the “Dealer”) (Print Name) \_\_\_\_\_ Number \_\_\_\_\_

*\* Investor” means each Investor who is a party to this Agreement. Attach a schedule for signature by additional parties to the Agreement.*

**Mackenzie, Investor, Dealer and Advisor** (collectively, the “Parties”) agree as follows:

*Complete only those sections that are applicable*

## Participating OAS Accounts

1. Section 1 of the Original Agreement is deleted and replaced with the following:

The following accounts with Mackenzie are covered by this Agreement (the “OAS Accounts”):

Account Name	Account Number	Designated Fund* (if applicable)

*\*Insert the name of the Funds from which securities should be redeemed to make payment of the OAS Fees (defined in Section 9) per OAS Account, if applicable. Otherwise leave blank and then Section 1(a) below will apply. Please note that OAS Fees for a registered account paid outside of that registered account may be subject to additional tax.*

- If no Funds have been designated in the table above, then Mackenzie is authorized to obtain payment of the OAS Fees and Applicable Taxes (defined below) by firstly, redeeming in each OAS Account securities of the Fund that has the largest holding in dollar value and, if there are insufficient funds available, then from the Fund with the next highest holding in dollar value, and so on. Mackenzie will not process such payments from a Fund where the securities redeemed will subject the Investor(s) to the payment of redemption charges, unless there is no other source from which to obtain payment.
- In the event that Mackenzie is unable to obtain payment in full of the OAS Fees in the manner described above, then Mackenzie is authorized to obtain payment of the outstanding amounts by redeeming, in its discretion, securities of any of the Funds in the OAS Accounts and utilizing the proceeds to make payment of the outstanding OAS Fees.

The Investor(s) confirms that each of the OAS Accounts that are part of the Mackenzie Private Wealth Open Architecture Service (“**Open Architecture Service**” or “**OAS**”) are Eligible Accounts as defined in Section 3 below. Where someone signs this Agreement on behalf of an Investor(s), he/she warrants that he/she has authority from the Investor(s) to do so, as well as the authority to include that Investor(s)’s Eligible Account(s) in the OAS.

## Monitoring

2. Section 9 of the Original Agreement is deleted and replaced with the following

The OAS Portfolio will be monitored by Mackenzie Private Wealth based on the frequency selected by the Investor, with the assistance of the Advisor. Please select one of the following frequencies:

Monthly      Quarterly      Semi-annually      Annually

3. Section 10 of the Original Agreement is deleted and replaced with the following:

Please select the following permitted variances in 5% increments:

Permitted Variance relative to target allocation for all Equity and Balanced funds (30% - 100%): \_\_\_\_\_%

Permitted Variance relative to target allocation for all Fixed Income funds (15% - 100%): \_\_\_\_\_%

4. Section 14 of the Original Agreement is deleted and replaced with the following:

"The OAS Fees, being the OAS Portfolio Fee and the OAS Advisory Fee, together with Applicable Taxes, are payable in arrears at the end of each calendar quarter. The OAS Fees are to be paid by the redemption by Mackenzie of securities of the Funds in the OAS Accounts as set out in Section 1 above. If you would like the OAS Advisory Fee to be collected monthly please indicate below. Please note your Dealer may change this frequency at any time

Paid Monthly:      Please initial here

If the Investor(s) and Mackenzie have entered into Series Agreement in respect of Eligible Series of a Mackenzie Fund that forms part of the PAS, then the fees payable and the due date for payment of the management fees and/or advisor fees payable by the Investor(s) shall be governed by the terms of this Agreement. The provisions of such Series Agreement shall, in that regard, be suspended for as long as this Agreement is in force.

5. Section 17 of the Original Agreement is deleted and replaced with the following:

Mackenzie will prepare Mackenzie Private Wealth calendar quarter-end statements for the OAS Accounts. Mackenzie has the ability to consolidate into a single comprehensive statement all the information on investments in the Funds in the OAS Accounts listed on page 1 of this Agreement that are part of the OAS. This may simplify reporting and record-keeping for the Investor(s) and the Dealer.

The Investor(s) may elect to receive a single consolidated quarterly statement as described above. If the Investor(s) so elects, the Investor(s) waives the right to receive a separate quarterly statement for each OAS Account from Mackenzie. The Investor(s) is required to check the applicable box below to indicate whether or not the Investor(s) prefers to receive a consolidated statement or not.

Yes      No

Account statements will be available on a password-protected Mackenzie internet portal, which may be accessed by the Investor(s), Dealer and Advisor. This can also be accessed to obtain up-to-date information on the status of the Investor(s)'s OAS Accounts. Mackenzie will provide the Investor(s), Dealer and Advisor with instructions on how the internet portal can be accessed. Mackenzie will, upon written request, also provide the Investor(s), Dealer or Advisor with copies of the statements. The Investor(s) may elect to not receive the statements in paper format. The investor(s) is required to check the applicable box below to indicate whether or not the Investor(s) prefers a paper statement to be sent.

Yes, paper statements      No, online is preferred

6. Schedule "A" to the Original Agreement is deleted and replaced with Schedule "A" hereto.

7. Schedule "B" to the Original Agreement is deleted and replaced with Schedule "B" hereto.

The parties have executed this Amending Agreement intending to be bound by its terms.

## Other documents

Mackenzie has, and may in the future, collect personal and financial information concerning the Investor ("Information") in connection with the establishment and operation of Open Architecture Service, including from the Investor and/or the Dealer or Advisor. The Investor acknowledges having received, read and understood the Mackenzie Privacy Protection Notice and consents to the continued use by Mackenzie of the Information. The Advisor and the Investor undertake to immediately advise Mackenzie in writing of any changes to the Information.

Date

For Mackenzie Financial Corporation

For Mackenzie Financial Corporation

Print Name

Print Name

Title

Title

(Authorized signatories on behalf of Mackenzie)

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Date

Signature of **Investor**

Witness

Print name

Name of account holder (if nominee)

Date

Signature of **Investor**

Witness

Print name

Name of account holder (if nominee)

---

Date

Signature of **Investor**

Witness

Print name

Name of account holder (if nominee)

---

Date

Signature of **Investor**

Witness

Print Name

Name of account holder (if nominee)

Date

Signature of **Investor**

Witness

Print Name

Name of account holder (if nominee)

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Date

Name of Dealer (Print name)

Authorized Signatory on behalf of the Dealer

Print Name

Title

Advisor signing on behalf of the **Dealer** (if applicable)

Print Name

I warrant that I have authority to bind the Dealer

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Date

Name of the **Advisor** (print name)

Signature of the **Advisor**



## Portfolio allocation and target weightings

[illegible]



## Open Architecture Service – Investment allocation sheet

## Purpose

[illegible]





Type of account		Spousal RSP	Reg.	RRSP	Reg.	Capped	Fund number
Client Name							
Account Number							
Fund Name	Series	Weight %		Weight %			
Allocated to Account		100%		100%			



**MACKENZIE**  
Private Wealth

Type of account		Spousal RSP	Reg.	TFSA	Reg.	Capped	Fund number
Client Name							
Account Number							
Fund Name	Series	Weight %		Weight %			
Allocated to Account		100%		100%			

Type of account		Spousal RSP	Reg.	LIRA	Reg.	Capped	Fund number
Client Name							
Account Number							
Fund Name	Series	Weight %		Weight %			
Allocated to Account		100%		100%			

This Investment Allocation Sheet forms part of the Open Architecture Service Agreement entered into among the Investor(s), Mackenzie Financial Corporation and the Investor(s) Dealer and Advisor.

The Investor(s) and the Advisor of this Agreement approve the individual account investment allocations as set out above and Mackenzie Financial Corporation is authorized and directed by the Investor(s) and the Advisor to implement any required transactions to give effect thereto.

**The Advisor confirms that it has met its obligations under securities legislation as it relates to the “Know Your Client” and “suitability” requirements and is satisfied that the proposed investments set out above are suitable investments for each Account of the Investor(s).**

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## Mackenzie Private Wealth

180 Queen Street West, Toronto, Ontario M5V 3K1

English	1-800-387-0614
Bilingual	1-800-387-0615
Asian investor services	1-888-465-1668
TTY	1-855-325-7030
Fax	1-866-766-6623
E-mail	<a href="mailto:pw@mackenzieinvestments.com">pw@mackenzieinvestments.com</a>