EDGEPOINT®

Investment Advisory Fee Agreement for Series F and F(N) Units

This Investment Advisory Fee Agreement for Series F units and F(N) units, as applicable, of EdgePoint portfolios (the "**Agreement**") is made as of ____(date) among ____(the "**Investor**"), ____ (the "**Dealer**") and EdgePoint Wealth Management Inc.

This Agreement is in respect of the following accounts (collectively, the "**Accounts**" and individually an "**Account**"):

Account Number	Fund Code	Annual Advisory Fee
		%
		%
		%
		%
		%

Whereas the Dealer has signed the Dealer Agreement for Series F Units of EdgePoint Portfolios and/or the Dealer Agreement For Series F(N) Units of EdgePoint Portfolios, as applicable, with EdgePoint (each, referred to herein as a "**Dealer Agreement**");

And whereas the Dealer and the Investor wish to enrol in the Investment Advisory Fee program (the "**Program**") pursuant to the terms and conditions in this Agreement and the Dealer Agreement;

____

All parties have executed this Agreement and agree to be bound by its terms.

Dealer

____ ____

Dealer Name | Dealer/Advisor code(s)

____ ____

Dealer/Advisor signature | Print name and title

Investor

____ ____

Name | Name of joint investor (if applicable)

____ ____

Signature | Signature of joint investor

EdgePoint Wealth Management Inc.

Diane Rossi________________

Diane Rossi, Director of Operations

Terms & Conditions

Now therefore for good and valuable consideration the parties hereto agree as follows:

1. The Dealer hereby acknowledges the terms of the Program.
2. The Investor hereby acknowledges that upon termination of this Agreement or the Dealer Agreement, the Investor will no longer be able to participate in the Program.
3. The Investor's dealer and financial advisor provide various services to the Investor under the Investor's Accounts. In consideration of carrying out these services and for the administration of the Investor's Accounts, the Investor agrees to pay the Dealer an annual investment advisory fee (the "**Advisory Fee**") as set forth above, which shall be applied to the aggregate daily net asset value of the Series F units or Series F(N) units, as applicable, held in the Investor's Accounts at the end of each business day, calculated daily and charged at the beginning of the next calendar quarter (or on the frequency agreed upon by all the investor, advisor and EdgePoint), plus applicable taxes. The Investor acknowledges that the Advisory Fee is in addition to any other fees and expenses in respect of the Series F units or Series F(N) units, as applicable, as described in EdgePoint's simplified prospectus.
4. The Advisory Fee plus any applicable taxes will be collected by EdgePoint and remitted to the Investor's Dealer on the Investor's behalf from the Investor's Accounts by automatic redemption of Series F units or Series F(N) units, as applicable, of each fund held in the Investor's Accounts, as applicable. The Investor authorizes EdgePoint to redeem without further notice to the Investor, on a quarterly basis, Series F units or Series F(N) units, as applicable, of each fund held in the Investor's Accounts, and apply the redemption proceeds therefrom for the payment of the Advisory Fee, plus applicable tax. The Investor acknowledges that the redemption of Series F units or Series F(N) units, as applicable, may result in an obligation on the Investor to pay tax in respect of any gains realized from the redemption of such units.
5. Where there are insufficient Series F units or Series F(N) units, as applicable, of a particular fund in an Account to redeem and remit the Advisory Fee to the Dealer for that fund, EdgePoint may redeem Series F units or Series F(N) units, as applicable, of another fund in such Account to collect and remit any outstanding amounts owing to the Dealer. Dealer and Investor each agree and acknowledge that where there are insufficient Series F units or Series F(N) units, as applicable, in an Account to allow EdgePoint to redeem and remit the Advisory Fee to the Dealer, EdgePoint shall not be responsible for any remaining sums owed to the Dealer. In such cases, the Investor may be responsible for any outstanding payments to the Dealer.
6. Where there is a complete account redemption, or switch out of the F Advisory Fee arrangement, EdgePoint will deduct from the proceeds without further notice to the Investor, any outstanding amounts owing to the Dealer plus applicable tax. EdgePoint will remit the advisory fee plus applicable tax collected to the Dealer at the time of the redemption or switch out of the F Advisory fee arrangement. The Investor acknowledges that the redemption of Series F units or Series F(N) units, as applicable, may result in an obligation on the Investor to pay tax in respect of any gains realized from the redemption of such units.
7. This Agreement may be terminated: (a) by EdgePoint at any time in its sole discretion; (b) by the Investor upon written request to EdgePoint; (c) by the Dealer upon written request to EdgePoint; (d) by any advisor upon written request to EdgePoint; (e) if the Dealer Agreement is terminated; or (f) if the Dealer/advisor for an Account is changed or if the Series F units or Series F(N) units, as applicable, are transferred to a new account.
8. EdgePoint is providing the Program as a service to the Investor and the Dealer. In the event of a breach by EdgePoint of any of the terms of this Agreement, including a breach of a fundamental term (whether by negligence or otherwise), the Investor's and the Dealer's sole remedy is the payment of actual and direct damages **[to a maximum amount equal to any fees that, as result of EdgePoint's breach, were not remitted to the Dealer by EdgePoint pursuant to this Agreement]**. Under no circumstances shall EdgePoint be liable to the Investor or the Dealer or to any other third party for any indirect, special or consequential damages, including loss of profits or loss of business opportunities (even where advised of the possibility of such damages), that result in any way from EdgePoint's acts or omissions.
9. This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, negotiations or discussions, whether oral or written, and there are no other representations or warranties or other agreements between the parties in connection with the subject matter of this Agreement except as specifically set forth in this Agreement.
10. If any provision or provisions of this Agreement shall be held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or be impaired.
11. This Agreement shall be binding upon and inure to the benefit of the parties and their successors and permitted assigns. Neither the Dealer nor the Investor may assign this Agreement without the prior written consent of EdgePoint.
12. This Agreement can only be modified by a written agreement duly signed by the persons authorized to sign agreements on behalf of the parties.
13. Notwithstanding anything in this Agreement to the contrary, amendments may be made at the sole discretion of EdgePoint by providing each of the Investor and the Dealer with written notice in order to: (i) add new series of units to be governed by this Agreement; or (ii) remove certain series of units governed by this Agreement.
14. This Agreement shall be governed by and interpreted in accordance with the laws of Ontario and the courts of Ontario shall have jurisdiction over legal proceedings in respect of this Agreement.
15. This Agreement may be executed in several counterparts and such counterparts together shall constitute one and the same.
16. The parties have executed this Agreement intending to be bound by its terms as of the date set out above.