



## Dealer Agreement for Mackenzie Multi-Strategy Absolute Return Fund (the "Alternative Fund")

Dealer agreement made as of the [redacted] day of [redacted], 20 [redacted] between

[redacted]  
Name of Dealer

(the "Dealer") with its principal office at

[redacted]  
Address

### and Mackenzie Financial Corporation ("Mackenzie") (the "Agreement"),

Mackenzie makes available certain series of securities of the Alternative Fund (the "Securities") to investors whose dealers are registered with the Investment Industry Regulatory Organization of Canada ("IIROC"). Mackenzie and the Dealer wish to agree on the terms on which clients of the Dealer ("Investors") may invest in the Securities. The Securities are offered pursuant to a simplified prospectus, annual information form, fund fact and other offering documents required by applicable securities regulations (collectively the "Disclosure Documents"). Mackenzie and the Dealer hereby agree as follows:

#### 1. Authority and Participation

- (a) The Dealer confirms that it has received, or otherwise has available to it, including by electronic means, the prospectus for the Alternative Fund and seeks to make the Alternative Fund available to Investors.
- (b) The parties agree that purchases of Securities by Investors are only available so long as this Agreement is in effect.
- (c) The Dealer represents and warrants to Mackenzie that it is IIROC-registered and its Advisors have all registrations required under applicable Canadian securities laws in order to conduct its business.
- (d) The Dealer represents and warrants that it has the power and capacity to enter into this Agreement and to do all acts and things, and to enter into all agreements, as is required hereunder to be done, observed and performed.
- (e) The Dealer acknowledges that each purchase and redemption of Securities will be made pursuant to the terms of the Disclosure Documents and, where required, that it will deliver the Disclosure Documents in compliance with applicable law. The Dealer acknowledges and agrees that the Dealer shall be solely responsible for providing any and all necessary information regarding the Alternative Fund to each Investor.
- (f) The Dealer agrees to notify Mackenzie immediately upon no longer holding its registration as an IIROC dealer. In that case, Mackenzie may in its sole and absolute discretion and without additional prior notice suspend any and all additional purchases of the Securities, including through a pre-authorized purchase plan.

#### 2. Duties

By signing this Agreement, the Dealer shall be governed by this Agreement, by applicable laws, regulations and guidelines and by the rules, policies and procedures established by Mackenzie for the Alternative Fund from time to time.

#### 3. Indemnification

- (a) The Dealer agrees to indemnify and hold harmless Mackenzie and its agents or representatives from any losses, liability, fines, damages, expenses or interest, including the costs of defense, that result from any unauthorized action or statement, negligent acts or omissions, fraud or any violation of any law, regulation or policy by the Dealer or any of its representatives in relation to the sale of Securities of the Alternative Fund to its Investors, or from any other breach of this Agreement by the Dealer if Mackenzie promptly notifies the Dealer of any claim, allegation of claim or suit and provides the dealer promptly with full written particulars thereof.
- (b) Mackenzie agrees to indemnify and hold harmless the Dealer from all expenses, losses, liability, fines, damages or interest, including the costs of defense that result from negligent acts or omissions, fraud or any violation of any law, regulation or policy by Mackenzie in connection with the Alternative Fund or this Agreement or any other breach of this Agreement by Mackenzie, if the Dealer promptly notifies Mackenzie of any claim, or allegation of claim, or suit and provides Mackenzie promptly with full written particulars thereof.

(c) Each party shall promptly notify the other in writing, of any claims, demands or actions having any bearing on this Agreement.

**5. No Employment Relationship**

No provision in this Agreement shall be construed to create the relationship of employee and employer between the Dealer's representatives and Mackenzie.

**6. Waiver**

No provision in this Agreement shall be deemed to have been waived by either party unless in writing to that effect signed by an authorized officer of such party.

**7. Assignment**

The Dealer shall not assign this Agreement or its rights or obligations without the prior written consent of Mackenzie.

**8. Effect and Termination**

The Dealer or Mackenzie may terminate this Agreement at any time effective immediately upon written notice to the other. Upon termination of this Agreement, both the Dealer and Mackenzie acknowledge that applicable Investors will no longer be eligible to acquire additional Securities, including through pre-authorized purchase plans.

**9. Notice**

Any notice required or permitted under this Agreement shall be in writing, and may be given by personal delivery, fax or mail. Such

notice, if transmitted by fax or mailed, shall be addressed, if to the Dealer at the last address on record or if to Mackenzie at its head office at 180 Queen Street West, in Toronto, Canada, M5V 3K1. Any notice so transmitted or mailed shall be deemed to have been given as of the date of transmission or mailing.

**10. General**

- (a) 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.
- (b) This Agreement shall be binding upon and enure to the benefit of the parties and their successors and permitted assigns.
- (c) This Agreement can only be modified by a written agreement duly signed by the persons authorized to sign agreements on behalf of the parties.
- (d) The parties confirm that this Agreement and all communications with respect thereto shall be in the English language; *le soussigné confirme avoir requis que ce contrat et toute autre communication y afférente soient en langue anglaise.*
- (e) This Agreement shall be governed by and construed in accordance with the laws of the province of Ontario and the laws of Canada applicable therein. The parties hereby irrevocably attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario.

The parties have executed this Agreement intending to be bound by its terms as of the date set out on page 1.

[Redacted Signature Box]

Corporate Name of Dealer

[Redacted Signature Box]

Signature (must be signed by a senior officer of the Dealer)

[Redacted Signature Box]

Signature

[Redacted Signature Box]

Date

**Mackenzie Financial Corporation**

[Redacted Signature Box]

Officer Signature

[Redacted Signature Box]

Officer Signature

[Redacted Signature Box]

Dealer Number(s)

[Redacted Signature Box]

Print Name and Title

[Redacted Signature Box]

Print Name and Title

[Redacted Signature Box]

Print Name and Title

[Redacted Signature Box]

Print Name and Title

Please return the signed and completed Agreement to:

**Mackenzie Investments**

Dealer Relations Department  
180 Queen Street West  
Toronto, ON M5V 3K1  
Fax: 416-922-5660 or toll free: 1-866-766-6623

