F-CLASS CLIENT NAME ADVISORY FEE AGREEMENT

Throughout this form, "Empire Life" means The Empire Life Insurance Company. "I", "me" and "my" refer to the contract owner(s).

This agreement sets forth the fee (the "advisory fee") that you and your advisor have negotiated. You agree that the fee will be calculated by Empire Life and paid to your advisor's agency or firm on your behalf.

Advisor Information

Advisor name	Advisor code
Agency name	Fund*SERV* dealer/rep code

Contract(s) Covered by this Agreement - Advisory fees are established per contract.

Owner name	Joint owner name (if applicable)	Contract number	Advisory fee* (0.5%-1.35%) ______ %
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*If the rate entered is greater than the maximum rate of 1.35%, the fee rate will default to the minimum and if the rate entered is less than the minimum rate of 0.5%, the fee rate will default to the minimum. If no fee rate is specified, then the rate will default to the minimum.

Owner Authorization and Acknowledgement

- I authorize Empire Life to make withdrawals from my contract(s) for any advisory fees (plus applicable taxes), and to remit the amounts withdrawn to my advisor and his/her agency or firm.
- The advisory fees are accrued daily and collected monthly through the withdrawal of fund class units of each fund to which deposits are allocated under the contract. The daily accrued amount of the advisory fee is equal to the market value of the fund class units purchased under the F-Class option at the credit of your contract, multiplied by the advisory fee rate for that day, divided by 365, plus applicable taxes. Advisory fee withdrawals will not reduce the maturity and death benefit guarantees and will not be counted as withdrawals in GWMB products (for purposes of Bonus eligibility or Excess Withdrawals). We reserve the right, without prior notice to you, to change the frequency of accruals, withdrawals, and/or remittances relating to the advisory fee and applicable taxes.
- I am aware of and accept responsibility for the potential tax consequences of transactions in my contract(s), including the payment of fees for F-Class fund units. I understand that Empire Life does not, and will not, offer advice with respect to such issues, and that I should seek the counsel of a qualified tax professional.
- I acknowledge that I am ultimately responsible for the payment of advisory fees to my advisor and his/her agency or firm, and that Empire Life bears no responsibility to ensure that amounts withdrawn are sufficient to cover the agreed advisory fee.
- I understand that this advisory fee agreement replaces any previous advisory fee agreement with respect to my contract(s) and binds all present or future holders thereof, including my heirs, legatees, successors, surviving or successor annuitants and assignees, as well as any advisor, agency or firm assigned to my contract(s).
- I understand that this advisory fee agreement terminates when:
  - i. the advisory fee agreement in respect of my contract(s) is replaced by a new agreement signed by my advisor and I; or
  - ii. my contract(s) terminate(s); or
  - iii. Empire Life is informed that the advisor assigned to my contract is unable to remit the applicable taxes; or
  - iv. Empire Life informs me that it is terminating the advisory fee agreement at its sole discretion. Upon termination of the advisory fee agreement, Empire Life may, at its discretion, convert F-Class fund units into 0% front-end load units or reduce the fee payable to 0%.
- This advisory fee agreement applies only to the advisory fee charged by the advisor. Refer to the applicable Information Folder and Contract Provisions for a description of fees applicable to the contract(s).

By signing this form, I confirm that I have read and understood the Authorization and Acknowledgement above.

Signature of owner (or first authorized signature for corporate owner) **X**	Date (dd/mmm/yyyy)
Signature of joint owner (or second authorized signature for corporate owner) **X**	Date (dd/mmm/yyyy)

Reset Form

Empire Life

Advisor Declaration and Acknowledgement:	
I declare that: • I have reviewed the terms of this fee agreement with the owner(s); • I accept the terms and conditions herein with respect to me; and • I have witnessed the owner(s) signature(s). • I acknowledge that the owner(s) is(are) ultimately responsible for the payment of advisory fees to me, and that Empire Life bears no responsibility to ensure that amounts withdrawn are sufficient to cover the agreed advisory fee.	
Advisor signature **X**	Date (dd/mmm/yyyy)

Send the completed agreement to:

By mail:
Empire Life
259 King Street East
Kingston ON K7L 3A8

By fax: 1 800 920-5868
By email: investment@empire.ca