

## **Harvest Portfolios Group Inc. ETFs**

### **Distribution Reinvestment Plan**

#### **1. Introduction**

Harvest exchange-traded funds (the “Funds,” and each a “Fund”) outlined in Schedule A have established a distribution reinvestment plan dated July 5, 2017 and as amended from time to time, to provide beneficial holders of the Class A and/or Class U and/or Class B, as applicable, units of a Fund (the “Units”) with a means to reinvest distributions on Units declared and payable to them in additional Units, as described herein.

Distributions on Units, including Units purchased under the Plan (“Plan Units”), will be reinvested in Units on behalf of Plan Participants by State Street Trust Company Canada, as agent under the Plan on the terms and conditions contained in the Plan.

#### **2. Important Terms**

**Business Day** - means a day other than a Saturday, a Sunday, a day observed as a holiday under the laws of the Province of Ontario or a day on which either the Toronto Stock Exchange or the Plan Agent's principal office in Toronto is closed for business.

**CDS or Depository** - means CDS Clearing and Depository Services Inc., and includes any successor corporation or any other depository acting or subsequently appointed by the Fund as the depository in respect of the Units.

“**CDSX**” means the electronic communication system between the CDS Participants and the Plan Agent.

**CDS Participant** - means a participant in CDS, including a broker, dealer, bank or other financial institution.

**Distribution** - means, a distribution or distribution payable in cash in the applicable currency by the Fund on the Units beneficially held by Plan Participants on a specific Distribution Record Date.

**Distribution Payable Date** - means a Business Day on or before the 15th Business Day following the applicable Distribution Record Date, on which the Fund pays a distribution to its Unitholders.

**Distribution Record Date** - means a record date for the determination of Unitholders entitled to receive a Distribution.

**Fund** - means an investment fund managed by Harvest Portfolios Group Inc. and governed by the laws of the Province of Ontario.

**Manager** - means Harvest Portfolios Group Inc., a corporation incorporated under the laws of the Province of Ontario.

**Plan Agent** - means State Street Trust Company Canada, a company existing under the laws of Canada or its successors or permitted assigns or any replacement plan agent hereunder, as agent under the Plan.

**Plan Participant** - means a Unitholder who has notified the Manager and the Plan Agent via its CDS Participant that such Unitholder wishes to participate in the Plan.

**Plan** - means the distribution reinvestment plan described herein.

**Plan Unit** - means a unit purchased under the Plan by the Plan Agent for the CDS Participant through whom a Plan Participant holds Units.

**Tax Act** - means the *Income Tax Act* (Canada), as amended from time to time.

**TSX** - means the Toronto Stock Exchange.

**Units** - means redeemable, transferable units of a class of the Fund.

**Unitholder** - means a holder of Units recorded on the register of Units of the Fund, and in the case of Units registered in the name of CDS, includes the CDS Participant holding such Units.

### **3. Participation in the Plan**

Under the Plan, cash Distributions will be used to acquire Plan Units in the market and will be credited to the account of the Plan Participant through CDS. The CDS Participant must, on behalf of such Plan Participant, elect online via CDSX no later than 4:00 p.m. (Toronto time) on each applicable Distribution Record Date in respect of the next expected Distribution in which the Unitholder wishes to participate. These elections are received directly by the Plan Agent via CDSX. If this election via CDSX is not received by the Plan Agent by the applicable deadline, the Unitholder will not participate in the Plan for that Distribution.

Participation in the Plan is restricted to Plan Participants who are residents of Canada for the purposes of the Tax Act. A partnership (other than a "Canadian partnership" as defined in the Tax Act) is not eligible to participate in the Plan. Upon becoming a non-resident of Canada or a partnership (other than a "Canadian partnership"), a Plan Participant shall be required to notify its CDS Participant and terminate its participation in the Plan immediately. The Plan Agent will have no duty to inquire into the eligibility, residency status or partnership status of a Plan Participant, and the Plan Agent will not be required to know the residency status or partnership status of Plan Participants.

### **4. Administration**

On each Distribution Payable Date, the Fund shall pay to the Plan Agent, for the benefit of the Plan Participants, all amounts paid as Distributions in respect of the Units (including Plan Units) to which Plan Participants were entitled as of the applicable Distribution Record Date.

The Plan Agent shall purchase Plan Units for the Plan Participants as described below under "Purchase of Units by Plan Agent".

## **5. Purchase of Units by the Plan Agent**

Distributions due to CDS Participants will be applied to purchase Plan Units. Purchases of Units will be made in the market as soon as possible, but not later than 5 business days following the relevant Distribution Payable Date. The Plan Agent shall purchase Units through a broker-dealer designated by the Plan Agent, which broker-dealer may be an affiliate of the Plan Agent<sup>1</sup>.

The Plan Units purchased in the market will be allocated on a *pro rata* basis to the CDS Participants on behalf of Plan Participants based on the CDS Participant's respective entitlement to the Distributions used to purchase Plan Units. Plan Units will be credited for the benefit of a Plan Participant to the CDS Participant's account by CDS.

## **6. Insufficient Funds**

The Plan Agent shall not be obligated to purchase Plan Units if it has insufficient funds to purchase Plan Units on behalf of Plan Participants as provided for herein.

## **7. Fractional Units**

No fractional Plan Units will be purchased or sold under the Plan. Cash payments for any funds remaining after the Plan Agent has purchased whole Plan Units will be made in lieu of fractional Plan Units by the Plan Agent to CDS. CDS will, in turn, credit the Plan Participant via the applicable CDS Participant.

## **8. Termination of Participation in the Plan**

Plan Participants may voluntarily terminate their participation in the Plan as of a particular Distribution Record Date by notifying their CDS Participant no later than 4:00 p.m. (Toronto time) at least two (2) Business Days immediately prior to the applicable Distribution Record Date. Plan Participants should contact their CDS Participant to receive details of the appropriate procedures for terminating their participation in the Plan. Any expenses associated with the preparation and delivery of a termination notice will be borne by the Plan Participant exercising its right to terminate participation in the Plan.

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<sup>1</sup> As of the date hereof, the broker-dealer designated by the Plan Agent is State Street Global Markets Canada Inc., a registered investment dealer and member of the Investment Industry Regulatory Organization of Canada and an affiliate of the Plan Agent. State Street Global Markets Canada Inc. is acting as an investment dealer and is not acting as a fiduciary to the Funds or to any Unitholder (regardless of any relationship between the Plan Agent and the Funds). State Street Global Markets Canada Inc. will charge reasonable brokerage commissions not exceeding \$0.02 per Unit for such trading services and such commissions are in addition to, and not in lieu of, any compensation the Plan Agent receives as Plan Agent. Such commissions may be subject to a minimum charge of \$15.00 per trade order.

## **9. No Issuance of Certificates**

Certificates representing Plan Units will not be issued to Plan Participants.

## **10. Voting of Plan Units**

Plan Units may be voted in the same manner as the Plan Participant's other Units held through a CDS Participant.

## **11. Statements of Account**

A Plan Participant will receive, from its CDS Participant for tax reporting purposes, confirmation of the number of Plan Units purchased by the Plan Participant under the Plan in accordance with the CDS Participant's usual practice. The Plan Agent will have no responsibility to provide any tax reporting information to Plan Participants.

## **12. Commissions and Administrative Costs**

All administrative costs and brokerage fees and commissions associated with the operation of the Plan will be borne by the Fund.

## **13. Limitation of Liability**

Neither the Manager nor the Plan Agent shall be liable for any act done by either of them in good faith or for any good faith omission to act. In particular, neither the Manager nor the Plan Agent shall have any liability with respect to:

- (a) the prices at which Plan Units are purchased for the Plan Participants or the times at which such purchases are made;
- (b) any action or responsibilities of CDS or any CDS Participant in relation to the Plan;
- (c) any special, incidental or consequential damages; and
- (d) any loss as a result of acts of force majeure.

Neither the Manager nor the Plan Agent can assure a gain or protect against loss as a result of participation in the Plan or the purchase of Plan Units.

## **14. Termination, Amendment, Modification or Suspension**

The Manager may terminate the Plan in its sole discretion, upon (a) not less than 30 days' notice to: (i) CDS; (ii) the Plan Agent; and (iii) if necessary, the TSX.

The Manager may also amend, modify or suspend the Plan at any time, in its sole discretion, provided that it gives notice of all amendments, modifications or suspension to: (i) CDS; (ii) the Plan Agent; and (iii) if necessary, the TSX. All amendments or modifications to the Plan are subject to prior approval by the Plan Agent and, if necessary, the TSX.

The Manager may, in its sole discretion, and upon at least 30 days' written notice to the Plan Agent, remove the Plan Agent and appoint a new Plan Agent, provided that the Manager may not remove the Plan Agent until such time as a successor to the Plan Agent is appointed as plan agent.

## **15. Rules and Regulations**

The Manager may from time to time adopt rules and regulations to facilitate the administration of the Plan (subject to obtaining any approvals required by the TSX rules). The Manager reserves the right to regulate and interpret the Plan as it deems necessary or desirable to ensure the efficient operation of the Plan.

## **16. Taxes**

Plan Participants should consult their tax advisors concerning the tax implications of their participation in the Plan. The reinvestment of Distributions on Plan Units does not relieve the Plan Participant of any liability for income tax which may otherwise be payable in respect of such Distributions.

## **17. Currency**

All references in this Plan to dollar amounts refer to Canadian dollars for Class A and Class B units and US dollars for Class U units.

## **18. Notices**

All notices required to be given to Plan Participants by the Manager will be given to CDS, to be further provided to the CDS Participants through which Plan Participants hold their Units.

Written communications to the Manager should be addressed to:

Harvest Portfolios Group Inc.  
610 Chartwell Rd., Suite 204  
Oakville, Ontario  
L6J 4A5

Attention: Michael Kovacs, President and Chief Executive Officer  
Email: [info@harvestportfolios.com](mailto:info@harvestportfolios.com)  
Fax: (416) 645-4541

Written communications to the Plan Agent should be addressed to:

State Street Trust Company Canada  
c/o State Street Bank and Trust Company  
One Heritage Drive Building  
North Quincy, Massachusetts 02206  
Attention: Marc Reyome, Assistant Vice-President  
Facsimile: (617) 937-8139

Schedule A

Harvest Healthcare Leaders Income ETF  
Harvest US Equity Plus Income ETF  
Harvest Brand Leaders Plus Income ETF  
Harvest Energy Leaders Plus Income ETF  
Harvest Tech Achievers Growth & Income ETF  
Harvest Global REIT Leaders Income ETF  
(collectively the “Funds” as at March 6, 2020)