AMENDED AND RESTATED MASTER MANAGEMENT AGREEMENT

Made as of October 14, 2025

Between

LONGPOINT ETF CORP.

and

LONGPOINT ASSET MANAGEMENT INC.

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AMENDED AND RESTATED MASTER MANAGEMENT AGREEMENT

This Agreement is made as October 14, 2025 between

LONGPOINT ETF CORP.,
a corporation incorporated under the federal laws of Canada

(the "**Company**")

and

LONGPOINT ASSET MANAGEMENT INC.,
a corporation existing under the federal laws of Canada

(the "**Manager**")

RECITALS

The Company and the Manager wish to enter into a master management agreement, as may be amended from time to time, to appoint the Manager as the manager of Funds (as defined herein) and the Manager wishes to accept such appointment as manager of such Funds, all upon the terms set forth herein.

FOR VALUE RECEIVED, the parties agree as follows:

SECTION 1 - INTERPRETATION

1.1 Definitions

In this Agreement, the following terms have the following meanings:

(1) ***Agreement*** means this amended and restated master management agreement including any recitals and schedules hereto, as amended, supplemented or restated from time to time;

(2) ***Applicable Law*** means in respect of any Person, property, transaction or event, all present and future laws, statutes, regulations, treaties, judgments and decrees applicable to that Person, property, transaction or event and, whether or not having the force of law, all applicable requirements, requests, official directives, rules, consents, approvals, authorizations, guidelines, orders and policies of any Governmental Authority having or purporting to have authority over that Person, property, transaction or event;

(3) ***Articles*** means the articles of incorporation of the Company, as they may be amended, modified or supplemented from time to time;

(4) ***Board of Directors*** means the board of directors of the Company;

(5) ***Business Day*** means a day on which the Toronto Stock Exchange or other designated exchange on which the Funds are listed is open for trading;

(6) ***CDS*** means CDS Clearing and Depository Services Inc. and includes any successor corporation or other depository subsequently appointed by the Company as depository in respect of the book-entry only system or book-based system, as the case may be;

(7) ***Company*** means LongPoint ETF Corp.;

(8) ***Custodian*** means Natcan Trust Company or any replacement custodian of the Fund Property as is appointed by a Fund from time to time as the party responsible for the custody and safekeeping of the assets of the Fund;

(9) ***Custodian Agreement*** means the custodian agreement between the Custodian and the Manager, as may be further supplemented, amended and/or amended and restated from time to time;

(10) ***ETF Shares*** means the exchange-traded fund series of shares of a Fund;

(11) ***Fund*** means one or more of the fund(s) listed in Schedule A, each of which is a class of shares of the Company;

(12) ***Fund Administration Agreement*** means the accounting and administration services agreement between the Manager and Natcan Trust Company as may be further supplemented, amended and/or amended and restated from time to time;

(13) ***Fund Property*** means all the property and assets of a Fund;

(14) ***Governmental Authority*** means any domestic or foreign government, including, without limitation, any federal, provincial, state, territorial or municipal government, and any government agency, tribunal, commission or other authority exercising or purporting to exercise executive, legislative, judicial, regulatory or administrative functions of, or pertaining to, government;

(15) ***Independent Review Committee*** or ***IRC*** means the independent review committee established in respect of the Funds in accordance with NI 81-107;

(16) ***Investment Guidelines*** means the investment objectives, strategies and restrictions of each Fund as set out in its Offering Documents, as may be amended from time to time;

(17) ***Investment Services*** means all investment advisory services required by each Fund in order for the Fund to carry on its activities, including management of the Fund's Portfolio;

(18) ***Management Fee Rebate*** means an amount equal to the difference between the Management Fee otherwise chargeable by the Manager and a reduced fee determined by the Manager, at its discretion, from time to time, and that is payable by the Manager, at the discretion of the Manager, to the applicable holders of ETF Shares who hold large investments in a Fund;

(19) ***Management Services*** has the meaning ascribed thereto in Section 2.2(2);

(20) ***Material Breach*** means a breach of an obligation under this Agreement which has resulted or may reasonably be expected to result in a material adverse effect on the value of a Fund's Portfolio;

(21) ***Net Asset Value of the Series*** and ***Net Asset Value per ETF Share*** means, in relation to a particular Fund, the net asset value attributable to the series of shares and the net asset value per ETF Share of that series, as determined by the Valuation Agent pursuant to the Fund Administration Agreement;

(22) ***NI 81-102*** means National Instrument 81-102 – *Investment Funds*;

(23) ***NI 81-107*** means National Instrument 81-107 – *Independent Review Committee for Investment Funds*;

(24) ***Offering*** means the public offering of the ETF Shares pursuant to one or more Offering Documents and any other offerings subsequently undertaken by a Fund;

(25) ***Offering Documents*** means the prospectus and any supplement or amendment thereto and any other offering document used in connection with any offering by a Fund;

(26) ***Person*** means any natural person, sole proprietorship, partnership, corporation, trust, joint venture, any Governmental Authority or any incorporated or unincorporated entity or association of any nature;

(27) ***Portfolio*** means the investment portfolio of a Fund consisting primarily of the portfolio securities;

(28) ***Register*** means the register or registers of holders of ETF Shares;

(29) ***Servicing Fee*** means the servicing fee paid by the Manager to registered dealers, if any, as set out in the relevant Offering Documents;

(30) ***Shareholder*** means a holder of an ETF Share;

(31) ***Valuation Agent*** means Natcan Trust Company or such other agent as is appointed from time to time as the party responsible for calculating the value of a Fund's assets; and

(32) ***Valuation Day*** means, for a class of ETF Shares, a day upon which a session of the Toronto Stock Exchange is held and the principal exchange for the securities to which the class of ETF Shares is exposed is open for trading.

1.2 Business Day

Unless otherwise specified, if under this Agreement any payment or calculation is to be made, or any other action is to be taken, on or as of a day which is not a Business Day, that payment or calculation is to be made, and that other action is to be taken, as applicable, on or as of the next day that is a Business Day.

1.3 Headings and Table of Contents

The division of this Agreement into sections, the insertion of headings and the provision of a table of contents are for convenience of reference only and are not to affect the construction or interpretation of this Agreement.

1.4 Number and Gender

Unless otherwise specified, words importing the singular include the plural and vice versa and words importing gender include all genders.

1.5 References

Unless otherwise specified, references in this Agreement to Sections and Schedules are to sections of, and schedules to, this Agreement.

1.6 Statutory References

Unless otherwise specified, each reference to an enactment is deemed to be a reference to that enactment, and to the regulations made under that enactment, as amended, re-enacted or replaced from time to time.

1.7 Time of Day

Unless otherwise specified, references to time of day or date mean the local time or date in the City of Toronto, Province of Ontario.

1.8 Currency

Unless otherwise specified, all references herein to currency shall be references to currency of Canada.

1.9 Schedules

The following schedule is incorporated into and forms part of this Agreement:

Schedule A – List of Funds

SECTION 2 - APPOINTMENT AND DUTIES OF MANAGER

2.1 Appointment of Manager

The Company hereby appoints the Manager as manager of the Funds to manage all of the undertaking and affairs of the Funds to the extent permitted by Applicable Law, including to provide or arrange for the provision of required administrative services, and grants to the Manager all the powers and authorities necessary to operate the undertaking and affairs of the Funds, and the Manager hereby accepts such appointment, upon and subject to the terms and conditions set forth herein.

2.2 Duties of Manager

(1) Without limiting the generality of the foregoing, the Manager has and may exercise in respect of each Fund, at any time and from time to time, the following powers and authorities which may or may not be exercised by the Manager in its sole judgment and discretion and in such manner and on such terms and conditions as it may from time to time deem proper:

(a) to provide or arrange for all Investment Services and portfolio management services required by the Fund including, without limitation, managing the Fund's Portfolio in a manner consistent with the Investment Guidelines of the Fund;

(b) to commence, defend, adjust or settle suits or legal proceedings in connection with the Fund or the Fund's Property and to represent the Fund in any such suits or legal proceedings; provided, however, that the Manager shall not be obliged or required to do so unless it has been indemnified to its satisfaction against all expenses and liabilities sustained or anticipated by reason thereof;

(c) arrange for the maintenance of the accounting records for the Fund, the Register and such books, records and accounts of the Fund as are necessary and appropriate to document the Fund Property and transactions of the Fund;

(d) to incur and pay out of the Fund Property any charges or expenses and disburse any funds of the Fund, which charges, expenses or disbursements may be necessary or incidental to or desirable for the carrying out of any of the purposes of the Fund or conducting the undertaking and affairs of the Fund including, without limitation, taxes or other governmental levies, brokerage commissions, charges and assessments of whatever kind or nature, imposed upon or against the Manager in connection with the Fund or the Fund Property or upon or against the Fund Property or any part thereof and for any of the purposes herein;

(e) to purchase and pay for out of Fund Property insurance contracts and policies insuring the assets of the Fund against any and all risks and insuring the Fund and/or the Manager, any of their respective consultants or agents (including the directors, officers and employees of the Company, the Fund and/or the Manager);

(f) to employ such counsel, auditors, advisors, agents or other persons as may be necessary from time to time for the purpose of discharging the Manager's duties hereunder and to pay out of the Fund Property their reasonable expenses and compensation;

(g) to determine, amend, modify or supplement the Investment Guidelines, in each case, acting reasonably, in accordance with Applicable Law, and in the best interest of the Shareholders;

(h) to determine the remuneration of the auditor of the Fund;

(i) to appoint the Fund's bankers and establish banking procedures to be implemented by the Fund;

(j) to administer the exchange, redemption and retraction of ETF Shares in accordance with the Articles, including the processing of and the determination of the procedures applicable in respect of exchanges, redemptions and retractions of ETF Shares (including the acceptance and rejection of exchanges, redemptions and retractions);

(k) to determine and declare a suspension of the exchange, redemption or retraction of ETF Shares in accordance with the Articles and advise all holders of ETF Shares who have submitted requests for exchange or redemption prior to such suspension (but as to which payment has not been made), as well as during the suspension, of the suspension and that the exchange or redemption will be effected at a price determined on the first Valuation Day following the termination of the suspension, and that such holders of ETF Shares have the right to withdraw their exchange or redemption request;

(l) to enter into securities lending transactions;

(m) to provide, or arrange for the provision to the Fund of, all requisite office accommodation, office facilities and personnel, telephone and telecommunication services, stationery, office supplies, statistical and research services, record keeping services, bookkeeping and internal accounting and audit services in respect of the operations of the Fund and other usual and ordinary office services adequate for carrying on the undertaking and affairs of the Fund;

(n) to provide, or arrange for the provision to the Fund of, all other administrative and other services and facilities required by the Fund in relation to the Shareholders including, without limiting the generality of the foregoing, the preparation for and holding of meetings of Shareholders, dividend and distribution crediting services and other services for the provision of information to Shareholders;

(o) to determine from time to time the forms of certificates that will represent the ETF Shares, if any;

(p) to determine and compute for distribution purposes the income and gains of the Fund and returns of capital and, subject to the Articles, to determine the amount of, and in what manner, distributions shall be made payable to Shareholders;

(q) from time to time, to consider the appropriateness of the valuation policies adopted for the Fund;

(r) to provide the Net Asset Value per ETF Share upon request by telephone and through the internet;

(s) to enter into arrangements regarding the distribution, sale and marketing of ETF Shares, including arrangements relating to the right to charge fees of any nature or kind (including, without limitation, sales commissions, distribution fees and transfer fees) in connection with the distribution or sale of ETF Shares;

(t) to determine the timing, terms and method of disposing of Fund Property;

(u) to authorize the payment of operating expenses incurred on behalf of the Fund;

(v) to prepare, or cause to be prepared, financial statements, financial and accounting information and tax returns as required by the Fund;

(w) to ensure that Shareholders are provided with financial statements (including semi-annual and annual financial statements) and other reports as are from time to time required by Applicable Law;

(x) to ensure that the Fund complies with regulatory requirements and applicable stock exchange listing requirements;

(y) to prepare or cause to be prepared the Fund's reports to Shareholders and the Canadian securities regulatory authorities (such as, annual and semi-annual reports, proxy voting reports and IRC reports);

(z) to provide each of the Custodian and Valuation Agent with information and reports necessary for them to fulfill their respective duties to the Fund;

(aa) to obtain the services of dealers in exchange for payment by the Fund of a Servicing Fee;

(bb) to negotiate and enter into contractual agreements with third-party providers of services, including but not limited to custodians, valuation agents, registrars, transfer agents, distribution agents, investment advisors, investment sub-advisors, accountants, auditors and printers;

(cc) to arrange for the provision of services by CDS for the administration of the book-entry only system or book-based system, as the case may be, with respect to the ETF Shares; and

(dd) to do all acts, take all such proceedings, execute all such documents and exercise all such rights and privileges, although not specifically mentioned herein, as the Manager may deem necessary to administer the undertaking and affairs of the Fund or as the Fund may request from time to time.

(2) All of the services described above in Section 2.2(1) to be provided by the Manager to the Funds are referred to collectively as the "**Management Services**".

(3) The Manager accepts its appointment as manager of the undertaking and affairs of each Fund and agrees to act in such capacity and to provide or cause to be provided the Management Services on the terms and conditions set forth in this Agreement. The Company grants and delegates to the Manager the power and authority to act in the name of and on behalf of each Fund for the purpose of providing and performing the Management Services. The Manager's authority to manage the undertaking and affairs of each Fund is subject to the provisions of the Articles and Applicable Law.

2.3 Access to Information

The Company authorizes the Manager to have full access to the books, records and business premises and whatever other information and material of or in respect of the Funds that the Manager requires to fulfill its duties under this Agreement.

SECTION 3 - SERVICES NOT EXCLUSIVE

The Company acknowledges that the services of the Manager and its officers and directors are not exclusive to the Funds or the Company, and nothing in this Agreement shall prevent the Manager or any affiliate of the Manager from providing similar services to other investment funds and other clients (whether or not their investment objectives, policies and restrictions are similar to those of the Funds) or from engaging in other activities.

SECTION 4 - DELEGATION

In connection with providing the Management Services, the Manager may, subject to any limitation on delegation imposed by Applicable Law, engage or employ any Persons as employees, agents, representatives, independent contractors or otherwise (including, without limitation, underwriters, accountants, investment advisers, lawyers, appraisers, bankers, brokers or dealers) in one or more capacities and any other advisers which the Manager deems advisable and may delegate any of the powers and duties of the Manager (including the power to further delegate) to any such Persons on such terms and conditions as it may determine where, in the discretion of the Manager, it would be in the best interests of a Fund to do so.

SECTION 5 - RELATIONSHIP WITH THE COMPANY AND THE FUNDS

The Manager agrees to comply with, and not to take action which differs from, the terms of the Articles, the Offering Documents, the Investment Guidelines and Applicable Law insofar as such relate to the provision of the Management Services. The Company agrees, and agrees to cause the Funds, to consult with the Manager prior to changing or proposing a change to the Articles or Investment Guidelines and provide the Manager with the text of any change that may be made. Subject to Section 6, the Manager agrees to comply with any directions given by the Company, or any Fund, provided that prior to taking any such action, the Company or such Fund shall consult with the Manager with respect to any such proposed direction.

SECTION 6 - STANDARD OF CARE

The Manager shall exercise the powers granted hereunder and discharge its duties hereunder honestly, in good faith and in the best interests of the Funds and, in connection therewith, shall exercise the degree of care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances.

SECTION 7 - FEES AND EXPENSES

7.1 Management Fees

In consideration of the duties performed by the Manager pursuant to the terms of this Agreement, the Company shall pay to the Manager an annual management fee (the "**Management Fee**") in respect of each of the Funds in such amounts and at such times as is set forth in the relevant Offering Documents.

To achieve effective and competitive Management Fees, the Manager may reduce the fee borne by certain Shareholders who have signed an agreement with the Manager. The Manager will pay out the amount of the reduction in the form of a Management Fee Rebate directly to the eligible Shareholder. Management Fee Rebates are reinvested in ETF Shares, unless otherwise requested. The decision to pay Management Fee Rebates will be in the Manager's discretion and will be dependent on a number of factors, including the size of the investment and a negotiated fee agreement between the Manager and the Shareholder. The Manager may

discontinue or change Management Fee Rebates at any time.

The Manager shall be reimbursed by each Fund for all reasonable costs and expenses incurred by the Manager on behalf of such Fund in performing its duties hereunder.

7.2 Other Expenses

Each Fund is responsible for and there shall be paid out of its Fund Property all ordinary expenses incurred in connection with its operation and administration as set forth in the relevant Offering Documents.

Costs and expenses payable by the Manager, or an affiliate of the Manager, include the initial organization costs of a Fund and the costs of the preparation and filing of the preliminary prospectus and initial prospectus of a Fund. Apart from the initial organizational costs of a Fund, all expenses related to the issuance of ETF Shares shall be borne by a Fund unless otherwise waived or reimbursed by the Manager.

7.3 Reimbursement of Expenses

Where any disbursements on account of the expenses which are to be paid by a Fund or the Company are made by the Manager, the Fund or the Company, as the case may be, shall promptly reimburse the Manager therefor upon receiving a proper account.

SECTION 8 - INDEMNIFICATION AND LIABILITY OF THE MANAGER

8.1 Indemnification of Manager

(1) The Manager and its directors, officers, employees, shareholders and agents shall be indemnified and saved harmless by the Company from and against all liabilities, costs and expenses incurred by the Manager in connection with any action, suit or proceeding that is proposed or commenced, or other claim that is made against, the Manager, or any of its directors, officers, employees, shareholders or agents, in the exercise of its duties as Manager, except those resulting from the Manager's willful misconduct, bad faith, negligence, disregard of the Manager's standard of care or Material Breach by the Manager of its obligations under this Agreement.

(2) If any claim contemplated in this Section 8 shall be asserted against the Manager, the Manager shall notify the Company as soon as possible of the nature of such claim and the Company shall be entitled (but not required) to assume the defence of any suit brought to enforce such claim, provided, however, that the defence shall be through legal counsel acceptable to the Manager and that no settlement may be made by the Company, a Fund or the Manager without the prior written consent of the other, such consent not to be unreasonably withheld. If the Company does not assume such defence, the Manager may do so and the fees and expenses of its counsel shall be paid by the Fund, but shall be reimbursed by the Manager if the Manager is not entitled to indemnity in respect thereof pursuant to this Section 8.

(3) The Manager shall have the right to employ separate counsel in any proceeding described above and participate in the defence thereof but the fees and expenses of such counsel shall be at its own expense unless: (i) the employment of such counsel has been authorized by the Company; or (ii) the named parties to any such proceeding include the Company, the Fund and the Manager and representation of all of the parties by the same

counsel would be inappropriate due to actual or potential differing interests between them, in which event the fees and expenses of such counsel shall be paid by the Company, but shall be reimbursed by the Manager if the Manager is not entitled to indemnity in respect thereof pursuant to this Section 8.

8.2 Liability of Manager

(1) The Manager shall be responsible for any loss that arises out of the failure of the Manager or of any person or company retained by the Manager to discharge any of the Manager's responsibilities to a Fund hereunder to exercise the powers and discharge the duties of its office honestly, in good faith and in the best interests of such Fund, and to exercise the degree of care, diligence and skill that a reasonably prudent person would exercise in the circumstances.

(2) The Manager may rely and act upon any statement, report or opinion prepared by or any advice received from auditors, solicitors, notaries or other professional advisors of the Manager and shall not be responsible or held liable for any loss or damage resulting from relying or acting thereon if the advice was within the area of professional competence of the person from whom it was received and the Manager acted reasonably in relying thereon.

SECTION 9 - MANAGER AS INDEPENDENT CONTRACTOR

The Manager is an independent contractor and, except as expressly provided or authorized, shall have no authority to act for or represent the Company.

SECTION 10 - CONFLICTS OF INTEREST AND CONFIDENTIALITY

(1) Neither this Agreement nor any transaction entered into pursuant to this Agreement shall be invalidated or in any way affected by the fact that directors, officers, agents or shareholders of the Company are or may be interested in the Manager as directors, officers, agents, shareholders or otherwise; that directors, officers, agents or shareholders of the Manager are or may be interested in the Company as directors, officers, shareholders or otherwise; or that the Manager is or may be interested in the Company as a Shareholder, or otherwise.

(2) Each party hereto covenants that it shall keep confidential any confidential information relating to the other party's business, finances and operations, to which it obtains access and that it will take all reasonable precautions to protect such confidential information of the other party or any part thereof from any use, disclosure or copying except as expressly authorized by this Agreement or such party. Confidential information of a party shall not include information which has been disclosed to the public, becomes available to the public through no fault of the other party or which is disclosed to the other party by a third party who had lawfully obtained such information and without a breach of the third party's confidentiality obligations.

SECTION 11 - TERMINATION

(1) This Agreement shall be effective as of the date hereof and shall continue in force until the redemption of all ETF Shares or until terminated in accordance with the provisions of this Section 11.

(2) With respect to any particular Fund, this Agreement shall terminate automatically upon the termination of such Fund in accordance with its Offering Documents and Applicable Law.

(3) The Company may terminate this Agreement if:

(a) in respect of a Fund, the Manager is in Material Breach or default of the provisions hereof as they relate to such Fund and such breach or default has not been cured within 30 days after notice thereof has been given to the Manager, provided that, if the Manager purchases or sells Portfolio securities or takes any other action with respect to the Portfolio of a Fund that through inadvertence violates any Investment Guideline applicable to the Fund and the violation has or will have a material adverse effect on the Portfolio of the Fund, then it will not be considered a Material Breach for purposes of this paragraph if the Manager takes action that returns the portfolio of the Fund to compliance with such Investment Guideline within the cure period described above;

(b) the Manager has been declared bankrupt or insolvent or has entered into liquidation or winding-up, whether compulsory or voluntary (and not merely a voluntary liquidation for the purposes of amalgamation or reorganization);

(c) the Manager makes a general assignment for the benefit of creditors or otherwise acknowledges its insolvency; or

(d) the assets of the Manager have become subject to seizure or confiscation by any public or governmental organization,

provided that notice of such termination has been delivered to the Shareholders of the applicable Fund(s) and such termination has been approved by two-thirds of the votes cast by holders of the applicable ETF Shares at a meeting duly called for that purpose.

(4) The Manager may resign as Manager in respect of a Fund on:

(a) 60 days' prior notice to the Fund and its Shareholders, provided that a successor to the Manager has been approved by Shareholders in the same manner as set forth in subsection (3) above; or

(b) 20 Business Days' prior notice to the Fund if the Fund is in breach or default of the provisions hereof and, if capable of being cured, such breach or default has not been cured by the Fund within 20 Business Days' notice of such breach or default to the Fund.

(5) In the event that the Manager resigns or is removed in respect of a Fund, the Company shall promptly appoint a successor manager to carry out the activities of the Manager until a meeting of Shareholders is held to confirm such appointment by a two-thirds majority vote of such holders who attend and vote at a meeting called for such purpose. The removal or resignation of the Manager will only become effective upon the appointment of a replacement manager. If, within 90 days from the notice of resignation or removal of the Manager, the Company has not appointed a replacement manager, the ETF Shares of such Fund will be redeemed and the Fund will be terminated. Notwithstanding the foregoing, nothing in this Agreement shall require the approval of the Shareholders for a change of manager if the new manager or replacement manager is an affiliate of the Manager.

(6) The provisions of Sections 7.3, 8, 10(2), 11(6) and 11(7) hereof shall survive the termination of this Agreement and shall continue in full force and effect.

(7) Upon termination of this Agreement, the Manager shall forthwith deliver to the Company all records, documents and books of account which are in the possession or control of the Manager and which relate directly or indirectly to the Company or to the performance by the Manager of its obligations under this Agreement; provided, however, that the Manager may retain notarial or other copies of such records, documents and books of account and the Company shall produce at its head office the originals of such records, documents and books of account whenever reasonably required to do so by the Manager for the purpose of legal proceedings or dealings with any governmental authorities.

SECTION 12 - GENERAL

12.1 Assignment and Enurement

This Agreement is not assignable by the Company without the prior written consent of the Manager. This Agreement is not assignable by the Manager to any other person without the approval of two-thirds of the votes cast by holders of ETF Shares at a meeting called and held for that purpose, except that this Agreement may be assigned by the Manager to any affiliate at any time, without the consent of Shareholders. Any such authorized assignee shall become entitled to all of the rights and subject to all of the obligations of the Manager hereunder.

12.2 Entire Agreement

This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter and supersedes all prior agreements, negotiation, discussions, undertakings, representations, warranties and understandings, whether written or verbal, between the parties hereto.

12.3 Amendment

The parties hereto may amend or modify this Agreement in any respect only by written instruments signed by the parties unless Applicable Law otherwise requires.

12.4 Time

For every provision of this Agreement, time is of the essence.

12.5 Counterparts

This Agreement may be executed and delivered in any number of counterparts, each of which when executed and delivered is an original but all of which taken together constitute one and the same instrument.

12.6 Delivery by Email

Any party may deliver an executed copy of this Agreement by email but that party shall immediately deliver to the other parties an originally executed copy of this Agreement.

12.7 Severability

If any provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, the illegality, invalidity or unenforceability of that provision will not affect: (a) the legality, validity or enforceability of the remaining provisions of this Agreement; or (b) the legality, validity or enforceability of that provision in any other jurisdiction.

12.8 Notices

Unless otherwise specified, each notice to a party must be given in writing and delivered personally or by courier, sent by prepaid registered mail or transmitted by e-mail, to the party as follows:

To Company/Funds: LongPoint ETF Corp.
390 Bay Street, Suite 912
Toronto, Ontario
M5H 2Y2

Attention: Chief Executive Officer
e-mail: Steve@LongPointETFs.com

To the Manager: LongPoint Asset Management Inc.
390 Bay Street, Suite 912
Toronto, Ontario
M5H 2Y2

Attention: Chief Executive Officer
e-mail: Steve@LongPointETFs.com

or to any other address, e-mail address or Person that the party designates. Any notice:

(1) delivered personally or by courier on a Business Day will be deemed to have been given on that Business Day;

(2) transmitted by e-mail on a Business Day and (i) for which the sending party has received confirmation of transmission before 5:00 p.m. on that Business Day, will be deemed to have been given on that Business Day, or (ii) for which the sending party has received confirmation of transmission after 5:00 p.m. on that Business Day, will be deemed to have been given on the next Business Day;

(3) delivered personally or by courier, or transmitted by e-mail, on a day that is not a Business Day, will be deemed to have been given on the next Business Day; and

(4) sent by prepaid registered mail will be deemed to have been given on the fifth Business Day after the date of mailing. If a notice has been sent by prepaid registered mail and before the fifth Business Day after the mailing there is a discontinuance or interruption of regular postal service so that the notice cannot reasonably be expected to be delivered within five Business Days after the mailing, the notice will be deemed to have been given when it is actually received.

12.9 Further Assurances

Each party shall from time to time promptly execute and deliver all further documents and take all further action reasonably necessary or appropriate to give effect to the provisions and intent of this Agreement.

12.10 Governing Law

This Agreement is governed by and is to be construed in accordance with, the laws of the Province of Ontario and the laws of Canada applicable therein.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and year first above written.

LONGPOINT ETF CORP.

By: *"Steven Hawkins"*
Name: Steven J. Hawkins
Title: Chief Executive Officer

LONGPOINT ASSET MANAGEMENT INC.

By: *"Steven Hawkins"*
Name: Steven Hawkins
Title: Chief Executive Officer

Schedule A

List of Funds

(1) SavvyShort VIX Futures ETF

(2) SavvyLong Geared Crude Oil ETF
(3) SavvyLong Geared Natural Gas ETF
(4) SavvyShort Geared Crude Oil ETF
(5) SavvyShort Geared Natural Gas ETF

(6) MegaLong (3X) NASDAQ-100® Daily Leveraged Alternative ETF
(7) MegaLong (3X) S&P 500® Daily Leveraged Alternative ETF
(8) MegaLong (3X) US Semiconductors Daily Leveraged Alternative ETF
(9) MegaLong (3X) 20+ Year US Treasury Daily Leveraged Alternative ETF
(10) MegaLong (3X) Canadian Banks Daily Leveraged Alternative ETF
(11) MegaLong (3X) Canadian Gold Miners Daily Leveraged Alternative ETF
(12) MegaShort (-3X) NASDAQ-100® Daily Leveraged Alternative ETF
(13) MegaShort (-3X) S&P 500® Daily Leveraged Alternative ETF
(14) MegaShort (-3X) US Semiconductors Daily Leveraged Alternative ETF
(15) MegaShort (-3X) 20+ Year US Treasury Daily Leveraged Alternative ETF
(16) MegaShort (-3X) Canadian Gold Miners Daily Leveraged Alternative ETF

(17) SavvyLong (2X) AAPL ETF
(18) SavvyLong (2X) AMZN ETF
(19) SavvyLong (2X) GOOGL ETF
(20) SavvyLong (2X) MSFT ETF
(21) SavvyLong (2X) NVDA ETF
(22) SavvyLong (2X) TSLA ETF
(23) SavvyShort (-2X) NVDA ETF
(24) SavvyShort (-2X) TSLA ETF

(25) Return Stacked® Global Balanced & Macro ETF
(26) Return Stacked® Global Balanced & Macro ETF USD Shares

(27) LFG Daily (2X) COIN Long ETF
(28) LFG Daily (2X) MSTR Long ETF
(29) LFG Daily (-2X) COIN Short ETF
(30) LFG Daily (-2X) MSTR Short ETF
(31)
(32) SavvyLong (2X) Barrick ETF
(33) SavvyLong (2X) Cameco ETF
(34) SavvyLong (2X) Cdn Natural Resources ETF
(35) SavvyLong 2X CIBC (CM) Equity-Linked ETF
(36) SavvyLong (2X) Constellation Software ETF
(37) SavvyLong 2X NBC (NA) Equity-Linked ETF
(38) SavvyLong 2X RBC (RY) Equity-Linked ETF
(39) SavvyLong (2X) Shopify ETF
(40) SavvyLong 2X TDB (TD) Equity-Linked ETF
(41) SavvyShort (-2X) Shopify ETF