

AMENDING AGREEMENT

THIS AGREEMENT made of this 23rd day of April, 2021.

BETWEEN:

FT PORTFOLIOS CANADA CO., a company incorporated under the laws of Nova Scotia (hereinafter referred to as the “Company”)

OF THE FIRST PART

AND

TSX TRUST COMPANY, a company incorporated under the laws of Canada (hereinafter referred to as the “Plan Agent”)

OF THE SECOND PART

WHEREAS the Company and the Plan Agent (previously named Equity Financial Trust Company) are parties to a distribution reinvestment plan agency agreement dated June 17, 2013, as amended on August 28, 2013, February 4, 2014, June 30, 2014, July 23, 2014, June 19, 2015, June 19, 2015, December 21, 2015, January 25, 2016, February 8, 2016, September 29, 2016, November 14, 2016, November 17, 2016, October 16, 2017, November 22, 2017, March 8, 2018 and May 16, 2018 (the “DRIP Agency Agreement”);

AND WHEREAS the Company and the Plan Agent wish to amend the DRIP Agency Agreement in order to: (a) make certain updates to Section 22, (b) remove Section 7 and (c) update the list of First Trust ETFs in Schedule A to reflect certain name changes and the termination of First Trust Short Duration High Yield Bond ETF (CAD-Hedged).

NOW THEREFORE in consideration of the premises and of the mutual covenants herein contained, the parties do hereby agree as follows:

1. Section 7 of the DRIP Agency Agreement is hereby deleted in its entirety and replaced with the following:
“[Intentionally Deleted]”.
2. The following definitions in Section 2 of the DRIP Agency Agreement are hereby deleted in their entirety: “Specified Dollar Amount”, “Withdrawal Plan Notice” and “WP Notice”.
3. Section 22 of the DRIP Agency Agreement is hereby deleted and replaced with the following:
“All notices relating and applicable to the Plan will be given to CDS, to be further provided to the CDS Participants through which Plan Participants hold their Units of such Fund.

Written communications to the Plan Agent should be addressed to:

TSX Trust Company
300 – 100 Adelaide Street West
Toronto, Ontario M5H 1S3
Attention: DRIP Department
Facsimile: (416) 361-0470
Email: [investor@tmx.com]

Written communications to any Fund or the Manager should be addressed to:

FT Portfolios Canada Co.
40 King Street West, Suite 5102
Scotia Plaza, Box 312
Toronto, ON M5H 3Y2
Attention: Susan Johnson
Facsimile: (416) 865-8058

or at such other address and number as the party to whom such communication is to be given shall have last notified to the party giving the same in the manner provided in this Section.”.

4. Schedule A to the DRIP Agency Agreement is hereby amended and replaced with a new Schedule A attached hereto.
5. In all other respects, the provisions of the DRIP Agency Agreement are hereby confirmed and remain in full force and effect.
6. The provisions of this Amending Agreement shall form part of the DRIP Agency Agreement from the date of this Amending Agreement.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF the parties hereto have executed this Amending Agreement as of the date hereof.

FT PORTFOLIOS CANADA CO.

By:



Susan Johnson, Chief Financial Officer and
Chief Compliance Officer

TSX TRUST COMPANY

By:



Name: Kieran Webb, Relationship Manager

By:



Name: Tammy Chan, Associate Relationship Manager

SCHEDULE A

<u>FIRST TRUST ETFs</u>
First Trust Value Line® Dividend Index ETF (CAD-Hedged)
First Trust AlphaDEX™ Emerging Market Dividend ETF (CAD-Hedged)
First Trust Senior Loan ETF (CAD-Hedged)
First Trust AlphaDEX™ European Dividend Index ETF (CAD-Hedged)
First Trust Global Risk Managed Income Index ETF
First Trust NASDAQ® Clean Edge® Green Energy ETF
First Trust Indxx NextG ETF
First Trust Nasdaq Cybersecurity ETF
First Trust Dow Jones Internet ETF
First Trust AlphaDEX™ U.S. Health Care Sector Index ETF
First Trust NYSE Arca Biotechnology ETF
First Trust AlphaDEX™ U.S. Industrials Sector Index ETF
First Trust AlphaDEX™ U.S. Technology Sector Index ETF
First Trust Cloud Computing ETF
First Trust Tactical Bond Index ETF
First Trust Canadian Capital Strength ETF
First Trust Morningstar Dividend Leaders ETF (CAD-Hedged)
First Trust Indxx Innovative Transaction and Process ETF
First Trust International Capital Strength ETF

FIRST TRUST ETFs
DISTRIBUTION REINVESTMENT PLAN

1. Introduction

FT Portfolios Canada Co. (the “Manager”) as trustee and manager of the First Trust ETFs set forth on Schedule A hereto (each, a “Fund”) hereby establishes this distribution reinvestment plan (the “Plan”) to provide beneficial holders of trust units of a class (“Units”) of the Fund with a means to reinvest distributions on such Units declared and payable to them in additional Units of the same class, as described in the Plan.

Distributions on Units, including Units purchased under the Plan (“Plan Units”), will be reinvested for Plan Participants on the instructions of the CDS Participant through whom they are held under this distribution reinvestment plan, by TSX Trust Company as the agent of each Fund (the “Plan Agent”), on the terms and conditions contained in the Plan. The Manager may deliver an amended Schedule A to the Plan Agent from time to time to add additional Funds to the Plan.

2. Defined Terms

As used herein, the following terms have the following meanings:

“**Beneficial Unitholder**” means a beneficial holder of Units of a Fund.

“**Business Day**” means any day on which the Plan Agent’s offices are generally open for the transaction of commercial business, but does not in any event include a Saturday, Sunday, civic or statutory holiday in the Province of Ontario or a day on which securities listed on the TSX do not trade.

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

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

“**CDSX**” means the automated clearing and settlement system operated by CDS.

“**Distribution**” means, with respect to a Fund, a distribution of net income, net realized capital gains or return of capital payable in cash by the Fund on its Units in respect of a specific Distribution Record Date.

“**Distribution Record Date**” means any date designated by the Manager as a record date for the determination of Unitholders entitled to receive a Distribution.

“**Distribution Payment Date**” means a day following a Distribution Record Date on which a Distribution has been declared, on which a Fund pays such Distribution to its Unitholders.

“Plan” means the distribution reinvestment plan described herein, as amended from time to time.

“Plan Agent” means TSX Trust Company or its successors or permitted assigns or any replacement plan agent hereunder, as agent under the Plan.

“Plan Participant” means, with respect to a Fund, a Beneficial Unitholder of Units of a class who has notified the Manager and the Plan Agent through their CDS Participant that such Beneficial Unitholder wishes to participate in the Plan.

“Plan Unit” means, with respect to a Fund, a Unit of a class purchased under the Plan by the Plan Agent for the CDS Participant through whom a Plan Participant holds Units.

“Optional Cash Purchase” or “OCP” means a cash amount of no less than \$50.00 and no more than \$5,000.00 per Distribution, at the option of a Plan Participant, used to acquire additional Plan Units under the Plan.

“Optional Cash Purchase Notice” or “OCP Notice” means the notice given by a CDS Participant to the Plan Agent to indicate that one or more Plan Participants is making an Optional Cash Purchase under the Plan.

“Withdrawal Plan Notice” or “WP Notice” means the notice given by a CDS Participant to the Plan Agent to indicate that one or more Plan Participants wishes to sell or reduce their holdings of Units on a pre-determined basis.

“Tax Act” means the *Income Tax Act* (Canada) and includes the regulations promulgated thereunder.

“TSX” means The Toronto Stock Exchange.

“Units” means the units of a class of a Fund listed on the TSX.

“Unitholder” means, with respect to a Fund, any holder of Units recorded on the register of Units of such Fund and, in the case of Units registered in the name of CDS & Co., as nominee of CDS, includes the CDS Participant holding such Units.

3. Dividend Reinvestment Plan

Beneficial Unitholders of a Fund may elect to have cash distributions on their Units used to purchase additional Units on the basis set forth in this Plan. A Beneficial Unitholder may elect to receive additional Units by notifying the CDS Participant through which such Beneficial Unitholder holds its Units of the Beneficial Unitholder’s intention to participate in the Plan. The CDS Participant must, on behalf of such Beneficial Unitholder, provide a notice to the plan agent through CDSX that it wishes to participate in the Plan no later than 5:00 p.m. (Toronto time) on the applicable Distribution Record Date in respect of the next expected Distribution in which the Beneficial Unitholder wishes to participate. If notice is not received by the Plan Agent prior to this deadline, the Beneficial Unitholder will not participate in the Plan for that Distribution but will participate in the Plan for Distributions payable thereafter.

Participation in the Plan is restricted to Beneficial Unitholders who are residents of Canada for the purposes of the Tax Act. Partnerships (other than “Canadian partnerships” as defined in the Tax Act) are not eligible to participate in the Plan. Upon becoming a non-resident of Canada or a partnership (other than a Canadian partnership), a Beneficial Unitholder shall notify their CDS Participant and terminate their participation in the Plan immediately. The Plan Agent or CDS will not have any duty to inquire into the eligibility of a Beneficial Unitholder to participate in the Plan or their residency or partnership status, nor will the Plan Agent or CDS be required to know the residency status or partnership status of Beneficial Unitholders.

4. Administration

On each Distribution Payment 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, with the amount of Distributions paid to it, purchase Plan Units for the CDS Participants on behalf of the Plan Participants as described below under “Purchase of Units by Plan Agent”.

5. Purchase of Units by Plan Agent

Distributions payable to CDS Participants on behalf of the Plan Participants will be applied to purchase Plan Units in the market. The Plan Agent shall purchase Units in the market during the five Business Day period following such Distribution Payment Date.

The Plan Units purchased in the market will be allocated by CDS 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. Neither the Plan Agent nor CDS shall have any responsibility for the allocation of Plan Units to Plan Participants by CDS Participants.

6. Optional Cash Purchase Contribution Procedure and Limitations

Plan Participants will also be able to make Optional Cash Purchases on a recurring basis on the last Business Day of a month, calendar quarter or calendar year (“Payment Date”) which will be invested in Plan Units. A Plan Participant that wishes to make an OCP must notify the CDS Participant through which such Plan Participant holds its Units of the Plan Participant’s intention to make Optional Cash Purchases under the Plan. The CDS Participant must, on behalf of the Plan Participant, provide an OCP Notice to the Plan Agent by no later than 3:00 p.m. (Toronto time) on the applicable Payment Date on which the Plan Participant intends to make an OCP, and deliver to the Plan Agent the funds necessary to make such OCP and a completed authorization form in the manner and within the time limitations prescribed by the Plan Agent. If notice is not received by the Plan Agent prior to this deadline, the Plan Participant will not make an OCP in the Plan for that period.

OCP Notices and corresponding funds received later than 3:00 p.m. (Toronto time) on the applicable Payment Date will result in the Plan Agent holding (without interest) the OCP funds and using same to purchase Plan Units on the next Payment Date following the date of receipt of the OCP. A Plan Participant may invest a minimum of \$50.00 and a maximum of \$5,000.00 per

Payment Date via their CDS Participant. Neither the Plan Agent nor CDS will be responsible for determining whether a Plan Participant's contributions are within the prescribed limits. Cash provided for OCPs will be used by the Plan Agent to purchase Plan Units on the same basis as Distributions as described under the heading "Purchase of Units by Plan Agent" above.

7. Withdrawal Plan

A Plan Participant may elect to sell a specified dollar amount of Units on a recurring basis on a Payment Date. Such dollar amount of Units to be sold for each such Payment Date may not be less than \$50.00 or greater than \$5,000.00 (the "Specified Dollar Amount"). Neither the Plan Agent nor CDS will be responsible for determining whether Units to be sold for a Plan Participant are within the prescribed limits. A Plan Participant may so elect to sell a Specified Dollar Amount of Units by instructing the CDS Participant through which such Plan Participant holds its Units to instruct the Plan Agent of its intention to sell Units. The CDS Participant must, on behalf of such Plan Participant, (i) provide a notice to the plan agent through CDSX no later than 5:00 p.m. (Toronto time) on each applicable Payment Date for which the Plan Participant wishes to sell Units, and (ii) notify CDS through CDSX of the number of Units to be sold. If notice is not received by the Plan Agent prior to this deadline, the Plan Participant will not be able to sell Units under the Plan for such Payment Date and such WP Notice will be ineffective.

For each Payment Date following the proper delivery of a WP Notice, the Plan Agent shall sell the Units as instructed in the market during the five Business Day period following such Payment Date. The proceeds of the sale of the Units will be paid to CDS and credited for the benefit of each participating Plan Participant to the account of the applicable CDS Participant through whom such Plan Participant holds his or her Units. Neither the Plan Agent nor CDS shall have any responsibility for the allocation of sale proceeds to Plan Participants by CDS Participants.

A Plan Participant who makes an Optional Cash Contribution for a Distribution Payment Date may not also deliver a WP Notice under this Plan for such Distribution Payment Date.

8. Insufficient Funds

The Plan Agent shall not be obligated to purchase any Units in the event that it has insufficient funds in order to carry out its duties.

9. Fractional Units

No fractional Plan Units will be purchased or sold under the Plan. Payments in cash for any remaining uninvested funds may be made in lieu of fractional Plan Units by the Plan Agent to CDS in the applicable period. Where applicable, CDS will, in turn, credit the applicable CDS Participant for the benefit of the Plan Participant. Neither the Plan Agent nor CDS shall have any responsibility for the allocation of payments made in lieu of crediting fractional Units to Plan Participants by CDS Participants.

10. Withdrawing from the Plan

Any Plan Participant may withdraw from the Plan by providing notice to the CDS Participant through which the Plan Participant holds its Units.

Plan Participants must provide such notice (that the Plan Participant no longer wishes to participate in the Plan) to the CDS Participant sufficiently in advance of the applicable Distribution Record Date in respect of the next expected Distribution, in which the Plan Participant does not wish to participate. Such notice must be in accordance with the procedure established by the CDS Participant. If notice is not received by the CDS Participant prior to the CDS Participant's deadline, the Plan Participant will participate in the Plan for that Distribution but will receive cash Distributions for Distributions payable thereafter.

11. Certificates

Certificates representing Plan Units purchased under the Plan will not be issued to Plan Participants.

12. Voting of Plan Units

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

13. 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 or sold for him, her or it under the Plan in accordance with the CDS Participant's usual practice. The Plan Agent will have no responsibility to provide any tax reporting or information to Plan Participants.

14. Commissions and Administrative Costs

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

15. Responsibilities of the Funds, the Manager and the Plan Agent

None of the Funds, FT Portfolios Canada Co., as manager of the Fund or the Plan Agent shall be liable for any act done by any of them in good faith or for any good faith omission to act. In particular, none of the Funds, the Manager or the Plan Agent shall have any liability with respect to:

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

None of the Funds, the Manager or the Plan Agent can assure a gain or protect against loss as a result of Plan Participants holding Plan Units.

16. Amendments, Suspension or Termination of Plan and Plan Agent

The Manager may terminate the Plan with respect to any Fund in its sole discretion, upon not less than 30 days' notice to: (i) CDS and the CDS Participants through which the Plan Participants hold their Units, (ii) the Plan Agent, and (iii) the TSX, if necessary. The Manager may also amend, modify or suspend the Plan with respect to any Fund at any time in its sole discretion, provided that it gives notice of that amendment, modification or suspension to: (i) CDS and CDS Participants through which the Plan Participants hold their Units, (ii) the Plan Agent, and (iii) the TSX, if necessary. The Plan will terminate automatically with respect to any Fund upon the termination of such Fund.

The Manager may adopt additional rules and regulations to facilitate the administration of the Plan, subject to the approval of the TSX (if required by the TSX rules).

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.

17. Rules and Regulations

The Manager may from time to time adopt rules and regulations to facilitate the administration of the Plan. The Manager reserves the right to regulate and interpret the Plan as it deems necessary or desirable to ensure the efficient and equitable operation of the Plan.

18. No Personal Liability

No Plan Participant of a Fund will have any personal liability and no resort will be had to, nor recourse or satisfaction sought from, the property or assets of any Plan Participant of a Fund for any liability whatsoever to any person in connection with the property of such Fund or its affairs, including for satisfaction of any obligations or claims of such Fund arising out of or in connection with the Plan. The property and assets of such Fund only are intended to be liable and subject to levy or execution for satisfaction of any such obligations or claims.

19. Currency

All references in this Plan to dollar amounts refer to Canadian dollars.

20. 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 have been otherwise payable on such Distributions.

21. Language

The Manager, the Plan Agent and the Plan Participants have agreed that it is their express wish that the Plan as well as other documents relating hereto, including notices, have been and shall be drawn up in the English language only. Les parties aux présentes confirment leur volonté expresse que ce document de même que tous les documents y compris tout avis, s'y rattachant soient rédigés en langue anglaise exclusivement.

22. Notices

All notices relating and applicable to the Plan will be given to CDS, to be further provided to the CDS Participants through which Plan Participants hold their Units of such Fund.

Written communications to the Plan Agent should be addressed to:

TSX Trust Company
200 University Ave, Suite 300
Toronto, Ontario M5H 4H1

Attention: DRIP Department

Facsimile: (416) 361-0470

Email: investor@equityfinancialtrust.com

Written communications to any Fund or the Manager should be addressed to:

FT Portfolios Canada Co.
40 King Street West, Suite 3001
Scotia Plaza, Box 312
Toronto, ON M5H 3Y2

Attention: Fraser Howell

Facsimile: (416) 865-8058

Schedule A

<u>FIRST TRUST ETFs</u>
First Trust AlphaDEX™ Canadian Dividend ETF
First Trust AlphaDEX™ U.S. Dividend ETF (CAD-Hedged)
First Trust AlphaDEX™ Emerging Market Dividend ETF (CAD-Hedged)
First Trust Senior Loan ETF (CAD-Hedged)
First Trust AlphaDEX™ European Dividend Index ETF (CAD-Hedged)
First Trust Global Risk Managed Income Index ETF
First Trust AlphaDEX™ U.S. Financial Sector Index ETF
First Trust AlphaDEX™ U.S. Energy Sector Index ETF
First Trust AlphaDEX™ U.S. Consumer Discretionary Sector Index ETF
First Trust AlphaDEX™ U.S. Consumer Staples Sector Index ETF
First Trust AlphaDEX™ U.S. Health Care Sector Index ETF
First Trust AlphaDEX™ U.S. Materials Sector Index ETF
First Trust AlphaDEX™ U.S. Industrials Sector Index ETF
First Trust AlphaDEX™ U.S. Technology Sector Index ETF
First Trust AlphaDEX™ U.S. Utilities Sector Index ETF
First Trust Tactical Bond Index ETF
First Trust Short Duration High Yield Bond ETF (CAD-Hedged)
First Trust Dorsey Wright U.S. Sector Rotation Index ETF (CAD-Hedged)
First Trust Canadian Capital Strength ETF