NOBELIA
WEALTH

RELATIONSHIP DISCLOSURE & TERMS AND CONDITIONS BOOKLET

November 2026

Table of contents

How this Relationship Disclosure Information & Terms and Conditions applies to you 1

1. Purpose of this Disclosure Information 1

Part 1 - Relationship Disclosure Information 1

2. Our Relationship with you 1
3. Nobelia Wealth's Relationships 2
4. Account Relationships 2
5. Account Types We Offer and Related Fees and Charges 3
6. Accounts Types We Offer 4
7. Products 5
8. Insurance Services 6
9. Know Your Client Information 7
10. Account Documentation 7
11. Suitability 7
12. Conflicts of Interest 9
13. Client Reporting 9
14. Foreign Exchange 10
15. Other Fees and Charges 10
16. Impact of Fees, Services Charges and other Costs on Investment Returns 11
17. Investment Performance Benchmarks 11
18. Investment Risk Disclosure 11
19. Leverage Disclosure 12
20. Account Protection 12
21. Potentially Vulnerable Clients 12
22. Client Complaints 13
23. Contract Terms and Applicable Law 16

Part 2 - Account Terms and Conditions 16

24. Accurate Information and Changes 16
25. Client Status 16
26. Insider and Controlling Securityholder Declaration 16
27. Ratification 17
28. Good Faith and Limitations of Liability 17
29. Joint Accounts 18
30. Procedures Regarding Handling Cash, Cheques, and Securities 20
31. Cash on Delivery Accounts (Delivery/Receipt Against Payment) 20
32. Margin Accounts 20
33. Options Accounts 21
34. Trading Rules 22
35. Managed Accounts 22
36. Operation of Your Account 23
37. Account Charges and Fees 23
38. Buying securities 23
39. Long sales 23
40. Short Sales 24
41. Servicing Your Account 24
42. Interest 24
43. Foreign Exchange 24

44. Giving Instructions and Accepting Orders 24
45. Executing Orders 25
46. Fixed Income Products 25
47. Best Execution and Fair Pricing 25
48. Book Value 26
49. Securities Fungible 26
50. Executing Trade Instructions 26
51. Acting Without Your Instructions 27
52. Related and Connected Issuers 27
53. Mutual funds and other proprietary products 27
54. Electronic Delivery of Documents 27
55. Foreign Account Tax Compliance 28
56. Foreign Residents 28
57. Clients in the United States 28
58. Abandoned or Unclaimed Property 28
59. Nobelia Website and On-line Account Services 28
60. Payment of Indebtedness 30
61. Pledging of Your Securities 32
62. General Terms 32

Part 3 - Regulatory Disclosures & Attachments to this Booklet 35

Conflicts of Interest 36
Securityholder Communications – National Instrument NI 54-101 49
Introducing and Carrying Broker Disclosure 51
Privacy Policy 53
Risk Disclosure Statement for Options 56
Derivatives Risk Disclosure Statement 59
Strip Bonds and Strip Bond Packages Information Statement 61
Canadian Investor Protection Fund 68
Opening an Investment Account 75
How CIRO Protects Investors 80
How to Make a Complaint 83

How this Relationship Disclosure Information & Terms and Conditions applies to you.

This Relationship Disclosure & Terms and Conditions Booklet ("Booklet") sets out the essential terms and conditions that govern the operation of your account and our relationship with you. These terms and conditions are incorporated into and form a part of the contract between you and Nobelia Wealth Inc. ("Nobelia Wealth", "we", "our" or "us"). When you sign your New Account Application Form ("NAAF") or otherwise accept these terms and conditions, you confirm that you have read and agree to these terms and conditions and any document incorporated by reference into this Booklet, each of which may be amended by us from time to time.

For Clients in the United States

Nobelia Wealth is not registered under any U.S. federal or state securities legislation and is thus restricted in its ability to provide services to U.S. residents. In defined circumstances, Nobelia Wealth is permitted to provide certain services to U.S. residents. Clients should be aware that their Canadian RRSP, RRIF and similar retirement accounts are not regulated under U.S. securities laws. The operations of these accounts are subject to Canadian laws.

Part 1 - Relationship Disclosure Information

1. Purpose of this Disclosure Information

This Relationship Disclosure Information ("RDI") contains important information about your relationship with us and the accounts, products and services we offer, the nature of the accounts you have with us, the manner in which they operate and our responsibilities to you.

We provide you with this RDI at account opening. If there re any material changes to the information, we will update the information in a timely manner and tell you about the changes. You can access the most up to date version of the RDI on our website at www.Nobelia.com.

2. Our Relationship with you

Nobelia Wealth is dealer member of the Canadian Investment Regulatory Organization ("CIRO") and the Canadian Investor Protection Fund ("CIPF"). We are registered under applicable provincial and territorial securities laws: (a) in all provinces and territories of Canada as a dealer in the category of investment dealer; and (b) in Québec as a derivatives dealer. We provide investment management services and offer a wide range of products and services to individuals, corporations, non-corporate entities, trusts as well as foundations.

3. Nobelia Wealth's Relationships

Nobelia Wealth is a wholly owned indirect subsidiary of iA Financial Corporation Inc. ("iA Financial"), a publicly traded Canadian company (ticker symbol IAG). iA Financial is the parent company of the iA Financial Group. The iA Financial Group provides insurance and wealth management products and services.

The following Nobelia Wealth wholly owned subsidiaries may also provide services to you:

- **Richardson Wealth (USA) Limited** – an investment adviser registered in the United States to provide advice to US residents.
- **Nobelia Insurance Services Inc.** – is licensed to sell life insurance products in most Canadian jurisdictions.
- **Nobelia Private Family Office Inc.** – assists high net worth clients with the management of their affairs.

iA Financial Group includes the following firms who manage investment funds, provide portfolio management services, and/or may provide services to you:

- **iA Clarington Investments Inc.** – an investment fund manager of the iA Clarington family of investment funds.
- **Industrial Alliance Investment Management Inc.** – the portfolio manager for the iA Clarington family of investment funds.
- **iA Global Asset Management Inc.** – a portfolio manager for the iA Clarington family of investment funds.
- **iA Private Wealth Inc.** – an investment dealer that may act as an investment advisor for third-party investment funds that your Advisors may recommend for your account and that your Advisor may use to execute trades in fixed income securities for your accounts. See below section 46 "Fixed Income Products".

4. Account Relationships

4.1 Advisory (or Non-Discretionary) Account Relationships

For all your Advisory (or Non-Discretionary) accounts our relationship with you is a non-fiduciary relationship. As such, you are the ultimate decision-maker and must provide your specific instructions or authorization for each transaction in your account. It is the Advisor's responsibility to obtain from you all the necessary account opening information and forms regarding your personal circumstances, financial circumstances, your investment needs and objectives, your investment knowledge, your risk profile and your investment time horizon. This is referred to as "Know Your Client" or "KYC" information.

Once we have determined the suitability of the account type and opened an account for you, your Advisor will make suitable investment recommendations based on the information we have gathered from you relative to market conditions. Your Advisor is responsible for advising you of the features and risks of any investment they recommend, for ensuring the investments are suitable for your account, and obtaining your consent and instructions for that investment. You are under no obligation to accept your Advisor's recommendations. You are required to monitor your account to ensure that all activity in your account has been authorized by you and that it is consistent with your instructions.

4.2 Managed (or Discretionary) Account Relationship

For your Managed (or discretionary) accounts, your Advisor will decide which investments to purchase or sell for your account on your behalf. It is the Advisor's responsibility to obtain from you all the necessary account-opening information and forms. Your Advisor will work with you to prepare an Investment Policy Statement that will provide the

framework for your investment portfolio and the terms and conditions under which your account will operate. Once you have agreed to and accepted the Investment Policy Statement, your Advisor will make investment decisions based on the information that you have provided in your NAAF, your Investment Policy Statement, other account opening forms, and market conditions. As such, it is imperative that you inform your Advisor immediately of any changes to your KYC information, including your personal and financial circumstances.

5. Account Types We Offer and Related Fees and Charges

We will always put your interests first and ahead of our own in helping you decide your investment plan, including what kind of account to open with us and what investments to make in your account.

Nobelia Wealth offers you five types of investment accounts that fall under either an Advisory relationship or a Managed relationship:

5.1 Advisory Relationship Accounts

With an Advisory relationship account you will need to speak to your Advisor prior to making any transaction in your account (whether buying or selling). Your Advisor is responsible for making unbiased suitable recommendations to you and is responsible for the advice they provide, and in doing so must show an appropriate degree of prudence and good faith. All investment recommendations made must be suitable for you regarding your financial and personal circumstances and put your interests first. In selecting this type of account, you should consider the size and trading volume of your account, the types of securities you may purchase, the type of advice and service you may desire and other factors, including potential costs.

- **Transactional Account** – an investment account where you pay a commission or transaction fee each time you buy or sell an investment. Your costs depend on how often you trade. We may receive compensation or earn revenue in other forms which may be in addition to, or in substitution for, direct payments by you. For example, we may receive periodic trailer fees from a mutual fund company or an issuer of securities regardless of whether you pay an up-front commission
- **Investment Advice Account ("Fee-based")** – an investment account where you pay an ongoing fee on a monthly or quarterly basis, this may be a flat dollar fee or based on a percentage of the assets in your account. This fee covers the advice and services we provide for the ongoing service of the account. We may receive compensation or earn revenue in other forms which may be in addition to, or in substitution for, direct payments by you. For example, we may receive compensation such as a selling concession from an issuer of securities regardless of whether you pay a fee.

5.2 Managed Relationship Accounts

- **Portfolio Managed Account ("PMA") and Portfolio Managed Multi-Currency Account ("PMMC")** – an investment account where a registered Portfolio Manager makes investment decisions for you on a discretionary basis. This means you do not approve each individual trade. Instead, at account opening you will be asked to complete an Investment Policy Statement that sets out, in detail, how you want your money to be invested and then we, the Portfolio Manager, will select investments that are appropriate for your account, based on the information you provide us. You pay a regular fee (monthly or quarterly) based on the value of your account and cover ongoing portfolio management services, including trade execution services subject to certain limits.

- **Separately Managed Account** ("**SMA**") – an account where your investments will be managed by a third-party manager based on the mandate selected; the investments will be managed on a discretionary basis. You will not be asked to authorize the purchase or sale of individual securities in your account. Instead, at account opening you will be asked to complete an Investment Policy Statement that sets out, in detail, how you want your money to be invested and then we will select the investment mandate that is appropriate for your account, based on the information you provide us. You pay a **regular fee** (monthly or quarterly) based on the value of your account. Trade execution fees may or may not be included in this fee, subject to the managed account agreement completed at account opening. Nobelia Wealth is responsible for any loss that arises out of the failure of the sub-advisor:
- to exercise the powers and discharge the duties of its office honestly, in good faith and in the best interests of you (the client); and
    - to exercise the degree of care, diligence and skill that a reasonably prudent person would exercise in the circumstances.

My NexGen Portfolio Account *(Unified Managed Account)* – an account where you will benefit from the ability to combine separately managed portfolios ("SMA"), mutual funds, ETFs or direct investment in individual stocks together in one account. Your Advisor will work with you to select a specific combination to match your unique circumstances, risk profile and life stage. If you are working with a Portfolio Manager, they will have discretion to make investment selections on your behalf and you will not be asked to authorize the purchase or sale of individual securities in your account. You will not be asked to authorize the purchase or sale of individual securities in your account. Instead, at account opening you will be asked to complete an Investment Policy Statement that sets out, in detail, how you want your money to be invested and then we select the investments that are appropriate for your account, based on the information you provide us.

You pay a **regular fee** (monthly or quarterly) based on the value of your account, that covers ongoing portfolio management services, including trade execution services subject to certain limits.

Nobelia Wealth may engage a sub-advisor for the account; Nobelia Wealth is responsible for any loss that arises out of the failure of the sub-advisor:

- to exercise the powers and discharge the duties of its office honestly, in good faith and in the best interests of you (the client); and
- to exercise the degree of care, diligence, and skill that a reasonably prudent person would exercise in the circumstances.

6. Accounts Types We Offer

The following account types may be available for both advisory and managed accounts.

6.1 Non-Registered Accounts

- **Cash Account** – an account in which you must pay for the securities in full prior to the settlement date.
- **Cash On Delivery (Delivery/Receipt Against Payment) Account** – an account used to settle transactions through a simultaneous exchange of securities for cash value.
- **Margin Account** – an account in which you are permitted to borrow funds based on the value of securities held in your account.
- **Options Account** – an account with a margin facility in which options may be traded.
- **Joint Account** – an account that may be held by you and one or more other persons. Please refer to the below Terms and Conditions for more information about joint accounts.

- **High Interest Savings Account ("HISA")** – a cash account that offers higher than typical interest.

6.2 Registered Accounts

- **Retirement Savings Plan Account ("RSP")** – an investment account that allows you to save for retirement, on a tax deferred basis. It allows you to invest in a wide variety of investments.
- **Tax Free Savings Account ("TFSA")** – a registered plan investment account with additional advantages. A TFSA has lower annual contribution limits than an RSP account, but you are not taxed on capital gains or income when you withdraw money from the account.
- **First Home Savings Account ("FHSA")** – a registered plan investment account that can help you save for your first home tax-free.
- **Registered Disability Savings Plan Account ("RDSP")** – a registered savings plan account that is intended to help parents and others save for the long-term financial security of a person who is eligible for the disability tax credit. Contributions to an RDSP are not tax deductible and can be made until the end of the year in which the beneficiary turns 59. Contributions that are withdrawn are not included as income to the beneficiary when they are paid out of an RDSP. However, the Canada disability savings grant, the Canada disability savings bond, investment income earned in the plan, and the proceeds from rollovers are included in the beneficiary's income for tax purposes when they are paid out of the RDSP.
- **Registered Education Savings Plan Account ("RESP")** – a registered account that involves a contract between a subscriber and a promoter (banks, trust companies and scholarship funds) and is a tax-deferred way to save for a beneficiary's post-secondary education. Contributions made by the subscriber are not tax deductible, but earnings on such contributions are held in a tax-exempt trust. Contributions may be eligible for Canada Education Savings Grant ("CESG") payments. Investment earnings on contributions and CESG payments grow tax-free until they are distributed and included in the recipient's income and taxed accordingly.
- **Retirement Income Fund Account ("RIF")** – an investment account that is opened when an investor with an RSP account turns 71 years old. This type of account has certain restrictions such as limits on how much you can withdraw in any year. For RIF accounts that have a market value of five thousand dollars or less, we are authorized to issue a cheque for the balance of the account and then close the account. You acknowledge that this payment may be greater than the minimum and applicable withholding taxes will apply.

7. Products

Nobelia Wealth offers a complete range of financial products. While we do offer investment products that are managed, sponsored or administered by parties related to us, you and we are not restricted to only investing in those products.

- Stocks
- Mutual funds and alternative mutual funds
- Flow-through share limited partnerships
- Closed-end funds and exchange-traded funds (ETFs)
- Alternative investments (for qualified investors only)
- Fixed Income Products – see section 46 below for more information
- Annuities and Segregated Funds (through a licensed Insurance Advisor only)
- Options

Nobelia Wealth is responsible for completing due diligence on, and assessing, products and determining which products to approve. Once a product has been approved, we will monitor it for significant changes.

In addition to this due diligence, your Advisor is required to understand the products that are being traded for you or recommended to you, including the structure, features, risks, initial and ongoing costs as well as the impact of those costs on the return on your investment and the type of accounts offered to you. This is known as "Know Your Product" or "KYP" requirements.

We may offer both proprietary products and third-party products. A product is considered a proprietary product if Nobelia Wealth is related or connected to the issuer of the security or if Nobelia Wealth or one of our affiliates is the investment fund manager or portfolio manager of the issuer of the security.

iA Clarington Funds are considered proprietary products. The proprietary products we sell are subject to the same due diligence review process as the third-party products that we sell. Our advisors earn the same portion of commission for the sale of proprietary products as they do on the sale of third-party products.

Many of the products we offer can be redeemed or sold in a reasonable amount of time with no restrictions and little to no impact on price; however, we do offer products that may be difficult to redeem or sell. This may be because they are illiquid (not regularly traded), do not permit resale or redemptions, only permit periodic redemptions back to the issuer at specified times and with advanced notice, or have a hold period. This could mean that you need to sell these products at a lower price in order to find a willing buyer, you may be unable to sell the security, you may have to wait for an extended period of time before the security is redeemed, or the security may decrease in value while you wait for it to be redeemed. A product's resale and redemption restrictions or procedures will be outlined in the product's offering documents. Products that may be difficult to redeem or sell include alternative investment funds and flow-through limited partnerships, labour-sponsored investment funds, GICs, market-linked GICs, principal-protected notes, principal-at-risk notes and new issues prior to their maturity or end of term or during the hold period.

For investment funds there may be investment fund management fees and expenses that are associated with owning these investment funds, not charged directly to you but taken from the fund as percentage of its total assets. These fees and expenses are disclosed in the Annual Report on Compensation and Charges that we provide to you and in the applicable fund prospectus and/or offering documents.

8. Insurance Services

Nobelia Insurance Services Inc. provides insurance services and products through its dual representatives who are also registered as investment advisors at Nobelia Wealth, and/or with the assistance of insurance licensed consultants.

Insurance activities are subject to different regulations, registration, and licensing requirements.

Nobelia Insurance Services Inc., is licensed as a life insurance agency to sell insurance products, including life, disability, critical illness, and long-term care insurance, as well as annuities and segregated funds, in British Columbia, Alberta, Saskatchewan, Manitoba, Nova Scotia, New Brunswick, Newfoundland and Labrador, North West Territories, Nunavut, Ontario, Quebec and Prince Edward Island.

9. Know Your Client Information

When we open an account for you and depending on the type of account that is opened, applicable law and our policies require that we fully understand, among other things, your financial situation, investment needs, objectives, investing knowledge and experience and risk profile (risk tolerance and risk capacity). This requirement is known as the "Know Your Client" or "KYC". These can only be assessed if you provide accurate information about personal and financial circumstances including but not limited to your marital status, age, occupation, income and net worth, number of dependents risk profile, investment needs and objectives, investment time horizon, investment knowledge and experience.

10. Account Documentation

Your KYC information will be collected and recorded using the forms and documents required for the opening of your account and several other documents to maintain our relationship with you. Your Advisor or we will provide you with copies of the below noted documents at the time of account opening. You should receive from us, at a minimum, the following documents:

- a copy of *your NAAF* that includes an acknowledgment that you received this Relationship Disclosure and Terms and Conditions Booklet, which includes the Conflict-of-Interest Disclosure;
- *Welcome to Nobelia Wealth* including the *Schedule* of Service and Fee Charges;
- How CIRO Protects Investors brochure
- Making a Complaint: A Guide for Investors – Part 1 of 2
- How Can I Get My Money Back: A Guide for Investors – Part 2 of 2
- Strip Bonds and Strip Bond Packages Information Statement
- Canadian Investor Protection Fund ("CIPF") Brochure; and
- Any other related account opening *documentation*.

11. Suitability

11.1 Suitability Assessment

Your Advisor has an obligation under securities law to ensure that any investment action we take or recommend for you is suitable for you having regard to your KYC information and putting your interests first. Also, if you deliver securities to us or transfer your investment portfolio assets to us, we are responsible for determining whether those securities are suitable for you. If those assets are not suitable for you, your Advisor will inform you of that.

To assess the suitability of an investment, we will review the information you provide to us at account opening, when you update your account information, and any additional information we request from you or you have provided to us.

In making a suitability assessment, and before we recommend or take any investment action, we will consider the following information you have provided to us:

- **Your investment needs and objectives** – is the overall goal for an investment account throughout your entire investment time frame. For example, income and/or capital gains.
- **Your risk profile** – is the risk assessment for your account(s), which reflects the more conservative of either your risk tolerance or risk capacity.

- **Risk tolerance** – for a specific account refers to your willingness to accept risk or withstand both fluctuations in the value of the investments and volatility in the investment returns. Volatility is a part of investing; the greater the volatility, the greater the possible gains and/or losses.
- **Risk capacity** – evaluates your overall capability to endure potential financial losses. This measure relies on your age, as well as information you have provided regarding your financial circumstances.
- **Your investment time horizon** – is the period between now and the point when you will need to access a significant portion of the money you have accumulated in your account, taking into consideration any anticipated liquidity needs. You may still have a medium- or long-term time horizon after you are retired and drawing funds from your account as it may be several years before you draw down the bulk of your retirement savings. The length of your investment time horizon and your need to access all or a portion of your investments to meet ongoing and short-term expenses and financial obligations or fund major planned expenditures impact the investments that may be suitable for you.
- **Your investment knowledge** – is your understanding of investing, investment products and their associated risks. This includes your understanding of financial markets, the relative risk and limitations of various types of investments, and how the level of risk taken affects potential returns, and previous experience with investments and financial matters.
- **Your personal circumstances** – includes your age, marital status, number of dependents, occupation, employer and whether you are an insider or significant shareholder of any specific entity.
- **Your financial circumstances** – includes annual income, liquidity needs, financial assets, net worth and whether you may be using leverage or borrowing to finance the purchase of securities.

In addition, your Advisor is responsible for determining the suitability of an investment action in your account by assessing the concentration of the investment within your account(s), the potential and actual costs to you and the range of alternative investment actions available.

11.2 Assessment Frequency

We will assess the suitability of the investments in your account to determine that any investment action we take, recommend or decide on for you puts your interests first including when:

- a *recommendation* is made for you;
- a trade is *accepted* for your account;
- securities are received into or delivered out of your account by *way* of deposit, withdrawal or transfer;
- we become aware of a significant change in a security in your account that could result in your account not meeting suitability requirements;
- a new Advisor *takes* over your account;
- there is a significant change to the KYC information you *have* provided to us; and
- we review your information at the prescribed periodic *review* for your account.

We will not review the investments held in your account(s) in the event of a major market correction or any other factors not described above. However, your Advisor will discuss the effect of market fluctuations on your portfolio with you at your request.

Your Advisor will perform a review of the information we collect about you at account opening, whenever the is significant change to this information, and no less than once every

12 months for managed accounts, and no less than once every 36 months for advisory accounts.

You will be given a copy of the KYC information you provided to us at the time of account opening for your review and to confirm the accuracy of the information you provided to us and whenever there is a significant change to this information that you notify us about or we discover. It is your responsibility to notify us without delay about any errors in the information contained in these documents.

If you have any questions or concerns about how we assess suitability, please speak to your Advisor.

12. Conflicts of Interest

Material conflicts of interest and material conflicts of interest that are reasonably foreseeable and that cannot be avoided will be addressed in your best interest and will be disclosed to your where required in a timely manner. Please refer to the disclosure regarding *Conflicts of Interest* attached ***to this Booklet***.

13. Client Reporting

Account Statements: After the end of each month where there has been activity in your account, we will mail you a statement of account, or, if you have online access and elected to suppress the mailing, then a copy of the statement will be posted to your online account at MyNobeliaWealth. If there is cash or securities in your account but there has been no activity, we will mail or post a statement to your online account as applicable, at least quarterly unless you have requested to receive a monthly statement regardless of activity.

Trade confirmations: Each time there's a purchase or sale of a security in your account, we will mail or post a written confirmation of the transaction by the next business day.

Your confirmation will include the settlement amount, date, and commissions charged to your account. If you decide you would like to have your confirmations sent to someone else such as your accountant, we can have duplicates sent accordingly.

For separately managed account programs and discretionary managed accounts, unless you instruct us otherwise in writing, we will not deliver a trade confirmation to you. Your trading activity will be summarized on your account statement rather than confirmed on the basis of individual transactions.

It is your responsibility to closely examine each confirmation and to inform us of any error or omission and of any transaction unauthorized by you within 30 days following receipt of the confirmation.

Annual Reporting and Performance Reports: Nobelia Wealth will provide you with an Annual Performance Report and an Annual Compensation and Charges Report ("ARCC") for the previous calendar year. The Annual Performance Report will include information that will help you understand the performance of your account, such as the value of your account at the start of the year and at the end of the year, the annual percentage return on your account for 1, 3, 5 and 10 years, position costs and account activity information from January 1, 2016, or the account opening date, where information is available. The ARCC will include information that will help you understand the costs associated with the investments in your account.

Annual tax reporting: At tax time, you can expect to receive several types of tax slips depending on the investments you hold and your account types. Tax slips issued by our custodian will be available electronically through our secure online client portal. For some investments you hold the slips may be issued by third-party providers. Those issuers will continue to send their tax slips to you

by regular mail. In addition to the regulatory slips provided, you may receive additional supplemental tax documents from us to help with the completion of your tax return.

Your account number will appear on all account statements, trade confirmations (if applicable) and tax receipts we provide to you. Account statements, trade confirmations (if applicable), notices and other communications we send you by mail are deemed to be given and received on the fifth (5th) day after we mail them.

Any notices or information we give to you in person or electronically are deemed to be given and received on the day we send them.

14. Foreign Exchange

If a foreign exchange transaction takes place in your account, we may earn revenue on the currency conversion, based on the current bid and ask rates for the foreign currency (commonly referred to as the "spot rate") plus a spread rate applied by us. This spread rate means the difference between the rate we receive and the rate you receive.

15. Other Fees and Charges

A description of the fees and charges associated with your Managed and/or Advisory account is described in *Section 5 of this Booklet***.** In addition to the fees and charges described in Section 4, you will or may incur fees relating to the general operation of your account which are set out below in this Booklet under ***Part II, Terms and Conditions*** and in the **schedule of services and fee charges** provided to you upon opening your account. These fees and charges may include Administrative Fees, Interest Charges, and foreign exchange transactions.

- **Mutual Funds (including ETFs):** If you invest in mutual funds or exchange-traded funds ("ETFs"), it is important to understand how fees are charged to these products. Most funds include fees and expenses that are built directly into the fund itself. These are not charged to you as separate fees on your account; instead, they are reflected in the fund's overall performance. Fund managers typically charge a management fee, calculated as a percentage of the fund's net assets, to cover portfolio management and ongoing administration. Together with the fund's operating expenses, these costs make up the Management Expense Ratio ("MER"). The MER is disclosed in the fund's prospectus documents, including the Fund Facts or ETF Facts. Because these fees are deducted within the fund, they reduce the fund's returns.

  Some funds also incur trading costs when buying and selling securities. These costs are reflected in the Trading Expense Ratio ("TER"). Like the MER, the TER is embedded in the fund and not charged to you directly. In certain cases, fund managers may pay us a portion of their management fee, known as a trailing commission—for the ongoing services and advice we provide to you.

  You may also be charged other fees in connection with mutual fund transactions, such as early-redemption fees or switch fees. These charges vary by fund manager and product type. You should speak with your Advisor to understand the fees that may apply to a particular transaction or refer to the prospectus documents for each fund.

- **New Issues:** No commission is charged when you purchase a new issue (the initial public offering of an equity when securities are offered for sale for the first time in the primary market or through a secondary offering). The issuer pays a commission and or a selling concession to us, a portion of which we may pay to your Advisor. Please refer to the prospectus or offering document in which fees and compensation are fully disclosed.

- **Fixed Income Securities:** We and/or the party executing the trade may receive a markup/markdown as a result of the difference between the bid and ask price depending on prevailing market conditions which may be in addition to any commissions or fees charged to your account by your Advisor.
- **Third Party Compensation:** We may receive commissions or other compensation from third parties, including, without limitation, with respect to the sale of securities of a mutual fund, newly issued securities, limited partnership units, and insurance products, Canada and provincial savings bonds, and guaranteed investment certificates. Compensation received from third parties will be included in the annual charges and compensation report under "third party compensation received".
- **Referral Arrangements:** Nobelia Wealth has arrangements with individuals or firms for which we may receive a referral fee. Before any services are provided to you under a referral arrangement, details about the referral arrangement, including the referral fees the entity will pay to Nobelia Wealth, will be disclosed to you in writing by your advisor.

16. Impact of Fees, Services Charges and other Costs on Investment Returns

The costs associated with maintaining your account, as well as expenses charged within investment products can impact the performance of your investment returns by reducing returns in proportion to fees and charges. Investments can compound in value over time through growth and reinvestment of income. Fees may reduce the amount available to invest and reinvest.

17. Investment Performance Benchmarks

You can judge how your investments are doing by comparing the rate of return on the securities you hold to a performance benchmark. Your rate of return is affected by, among other things, changes in the value of your securities, dividends, and the interest you earn, as well as when you make deposits and withdrawals.

There are many different benchmarks. When choosing a benchmark, pick one that reflects your investments and the investment objectives or options for the account. For example, the S&P/TSX Composite Index follows the share prices of the largest companies listed on the Toronto Stock Exchange. This index would be a good benchmark for assessing performance of a Canadian equity fund that invests only in large Canadian companies. It would be a poor benchmark if your investments are diversified in other products, sectors, or geographic areas.

18. Investment Risk Disclosure

In making an investment decision, you should consider the potential risks as well as potential rewards associated with any investment and should seek investment advice and/or advisory services offered by your Advisor. All investments are subject to market fluctuations and risk of loss, apart from certain "guaranteed" investment products or "guaranteed investment certificates" (i.e., GICs) that guarantee the return of your principal investment if held to maturity. Risk of loss is often inversely related to potential gain; particularly where speculative investments are involved. Ultimately, you need to consider your own individual investment objectives, investment knowledge, investment time horizon, risk profile including risk tolerance and risk capacity and personal circumstances (not limited to financial circumstances) in choosing suitable investments for your accounts.

The common types of investment risks may include, but are not limited to:

- **Credit Risk:** An issuer of a fixed income security may be unable to make interest payments or pay back the original investment.
- **Concentration Risk:** A high concentration of assets in a single or small number of issuers may reduce diversification and liquidity within a portfolio and increase its volatility.
- **Equity Securities Risk:** Equity securities are affected by stock market movements, and equity securities of certain companies, or companies within a particular industry sector, may fluctuate differently than the overall stock market because of changes in the outlook for those individual companies or the particular industry.
- **Liquidity Risk:** Some securities may be illiquid because of legal restrictions, the nature of the investment itself, settlement terms, a shortage of buyers or other reasons. Generally, investments with lower liquidity tend to have more dramatic price changes and may subject the investor to losses or additional costs.
- **Currency Risk:** The value of securities denominated in a foreign currency will be affected by changes in foreign currency rates or the imposition of foreign exchange controls.
- **Interest Rate Risk:** The value of a portfolio that invests in bonds, mortgages and other income producing securities is affected by changes in the general level of interest rates.
- **Foreign Investment Risk:** Investments in foreign securities may involve additional risks resulting from differing reporting standards and regulatory requirements, the amount and reliability of publicly available information, and the volume and liquidity of certain securities markets.
- **Borrowing Risk:** The potential for financial loss, default, or negative consequences when taking on debt, particularly when borrowing to invest (leverage).
- **Derivatives Risk:** The potential for significant financial losses when trading contracts (i.e., options) whose value is linked to the underlying assets.

19. Leverage Disclosure

Using borrowed money to finance the purchase of securities involves greater risk than using cash resources only. If you borrow money to purchase securities, your responsibility to repay the loan and pay interest as required by its terms remains the same even if the value of the securities purchased declines.

20. Account Protection

Nobelia Wealth and Fidelity are members of the Canadian Investor Protection Fund ("CIPF"). Your accounts are protected by CIPF's Investment Dealer Fund in accordance with its Coverage Policy. A brochure describing the scope and nature of coverage as well as the limitations and exclusions of coverage is attached to this Booklet, in addition, available upon request or at www.cipf.ca.

21. Potentially Vulnerable Clients

21.1 Trusted Contact Person

At account opening and as part of regular account updates, we are required by securities law to ask you to provide us the name and contact information of a Trusted Contact Person ("TCP"). A TCP is an individual identified by you whom we can contact to confirm or ask about any of the following:

- We identify possible financial exploitation affecting you or your account.
- We have concerns about your mental capacity as it relates to financial decision making.
- We require the identity and contact information of your legal guardian, executor, trustee or other personal or legal representative, and cannot confirm it with you.
- We require your current contact information and cannot confirm it with you, including when we cannot contact you.

A TCP can be appointed at any time over the course of your relationship with Nobelia Wealth and is someone who may be able to provide an extra layer of protection to you. A TCP is intended to be a resource to assist us in protecting your financial interests or assets when responding to possible circumstances of financial exploitation or concerns about declining mental capacity.

It is important to emphasize that a TCP is not the same as an attorney ("POA") that you have designated under a power of attorney and does not replace or assume the role of such an individual. Nor does a TCP have the authority to transact on your account or to make any other decision on your behalf by virtue of being named a TCP. While a POA can also be named as a TCP, we strongly encourage you to select a different individual who is not involved in making financial decisions with respect to your account. Your Advisor cannot act as a TCP for your account. However, like a POA, the TCP must be someone who has earned your trust and whom you are confident will act in your best interests.

21.2 Temporary Hold for Vulnerable Clients

Pursuant to securities regulatory requirements, we may place a temporary hold on a securities transaction or a disbursement from your account(s) if we reasonably believe all of the following:

- You are a vulnerable client; and financial exploitation of you has occurred, is occurring, has been attempted or will be attempted; or
- We reasonably believe that the individual does not have the mental capacity to make decisions involving financial matters.

In the event we place a temporary hold on your account(s) for the conditions stated in this section, we will take the following steps:

- Provide notice of the temporary hold and the reasons for the temporary hold to you as soon as possible after placing the temporary hold;
- Review the relevant facts as soon as possible after placing the temporary hold, and on a reasonably frequent basis, to determine if continuing the hold is appropriate;
- Within 30 days of placing the temporary hold and, until the hold is revoked, within every subsequent 30-day period, do either of the following:
- revoke the temporary hold; and/or
- provide you with notice of our decision to continue the hold and the reasons for that decision.

22. Client Complaints

Where you have a complaint regarding the servicing of your account(s), we ask that you promptly raise your concern with your Advisor or alternatively the Branch Manager identified on your NAAF or our Nobelia Wealth website: www.Nobelia.com. Where you are alleging misconduct in the handling of your account, including but not limited to theft, fraud, breach of confidentiality, misappropriation or misuse of funds or securities, forgery, unsuitable investments, misrepresentation, unauthorized

trading or other inappropriate financial dealings, you or a person authorized to act on your behalf should raise your dissatisfaction directly with the Branch Manager or our Designated Complaints Officer.

Nobelia Wealth commits to providing an initial acknowledgement of your complaint (apart from service complaints) within five (5) business days of the receipt date of your complaint. This acknowledgment may include a request for more information or to provide your complaint in writing if you have not already done so. Where we have embarked upon an investigation of the merits of your complaint, we will provide you with a substantive response within 90 calendar days of the receipt date of your complaint, barring exceptional circumstances. Should additional time be required to investigate your concerns, we will advise you in writing and provide you with an expected date of completion. If you are not satisfied with how your complaint was handled, you can contact:

Nobelia Wealth's, Designated Complaints Officer at:

Phone: toll-free number at 1.866.263.0818
Email: complaints@nobelia.com

Still not satisfied?

If you disagree with the response to your complaint, Nobelia Wealth will make all reasonable and appropriate efforts to address your concerns. If you remain dissatisfied with our complaint resolution process, you can pursue the matter through the following channels:

Ombudsman for Banking Services and Investments (OBSI)

You may be eligible for OBSI's free and independent dispute resolution service if:

- We do not provide our decision within 90 days after you made your complaint; or
- You are not satisfied with our decision. OBSI's service is available to clients of our firm.

This does not restrict your ability to take a complaint to a dispute resolution service of your choosing at your own expense, or to bring an action in court. Keep in mind that there are time limits for taking legal action.

Who can use OBSI?

You have the right to use OBSI's service if:

- your complaint relates to a trading or advising activity of our firm or by one of our representatives;
- you brought your complaint to us within 6 years from the time that you first knew, or ought to have known, about the event that caused the complaint; and
- you file your complaint with OBSI according to the time limits below

Time limits apply:

If we do not provide you with our decision within 90 days, you can take your complaint to OBSI any time after the 90-day period has ended.

If you are not satisfied with our decision, you have up to 180 days after we provide you with our decision to take your complaint to OBSI.

Filing a complaint with OBSI:

Phone: 1.888.451.4519
Email: ombudsman@obsi.ca
Website: http://www.obsi.ca

Canadian Investment Regulatory Organization ("CIRO")

CIRO is the national self-regulatory organization that oversees all investment dealers and mutual fund dealers in Canada, including Nobelia Wealth. You can complain directly to CIRO by:

- Completing the secure form online at https: http://www.ciro.ca/complaint-and-inquiry-submission-secure-form
- Calling CIRO at 1.877.442.4322

More information is included in the CIRO's brochures ***"How to Make a Complaint",*** and "***How CIRO protects Investors", "Opening an Investment Account*** – Guide for Investors, and ***"How CIRO protects investors"*** which is attached to this Booklet.

For Québec résidents: Autorité des marchés financiers

If you reside in Québec, you may request that your complaint file be transferred to the **Autorité des marchés financiers** ("AMF"). Transferring your file to the AMF does not interrupt the prescriptive period for civil remedies.

Upon receipt of a complaint (as defined by the AMF), we will send you a letter of acknowledgment within five business days. After analyzing the complaint, a detailed response letter will be sent within 60 calendar days following receipt of the complaint. We may use a simplified process for certain complaints that we are able to resolve to your satisfaction within 20 calendar days.

If your complaint can't be resolved within 20 days calendar days (for example, the complaint is more complex than initially expected or you are not satisfied with the proposed solution), we will notify you in writing and provide you with a final response letter within 60 calendar days following receipt of the complaint. The simplified process does not extend the deadline for providing the final response letter.

If in certain circumstances, we are unable to send a final response within 60 calendar days, we will inform you of the delay, the reason for the delay, and that we will send the response letter within an additional 30 calendar days. If you are not satisfied with the outcome or with the examination of the complaint, the AMF can examine your complaint and may provide dispute resolution services. Nobelia Wealth must send the complaint file to the AMF within 15 calendar days of your request.

If you think you are a victim of fraud, fraudulent tactics or embezzlement, you can contact the AMF to see if you meet the eligibility to submit a claim to the Fonds d'indemnisation des services financiers/Financial Services Compensation Fund ("FISF"). An indemnity of up to $200,000 may be paid for eligible claims from monies accumulated in the FISF fund.

For more information, you may contact the AMF:

Phone: 418.525.0337 (in Québec),
or toll free at 1.877.525.0337,
Website: http://www.lautorite.qc.ca

Part 2 - Account Terms and Conditions

23. Contract Terms and Applicable Law

The operation of each account that you maintain with us is governed by:

- the terms and conditions contained in this Booklet, which form a part of the binding contract/agreement between you and us; and
- the terms and conditions of all other written agreements between us at any time respecting the operation of your account.

24. Accurate Information and Changes

You confirm that all information you provided to us in each NAAF for each account you hold with us now and in future, in connection with the operation of your account, is accurate, complete and not misleading.

You will notify us immediately if any of the information you provided to us is or becomes inaccurate, incomplete, or misleading.

From time to time, and at our discretion, we may request new or additional information from you; you will promptly provide it to us so that we can continue to provide you with accounts and services.

You are required to notify us promptly of changes to your contact information including but not limited to address, phone and email. In the event that your contact information should become stale, and we are unable to contact you with the information we have on file, we will make reasonable commercial efforts to contact you. During this period, each account you hold with us will be subject to additional reasonable administrative fees to cover the costs associated with maintaining and operating the account.

25. Client Status

By opening an account with Nobelia Wealth, you represent to us that you are of legal age and of full legal capacity and that, unless you have notified us to the contrary in your NAAF, neither you nor your spouse is:

- an insider of any public company, a company that is itself an insider of a public company or a subsidiary of a public company;
- in a direct or indirect controlling position in any public company, whether acting alone or as a part of a group;
- an employee, partner, director, officer, affiliate or associate of a member of any stock exchange or investment dealer or a relative of such person living in the same household; or
- a non-resident of Canada within the meaning of the *Income Tax Act*.

You undertake to notify us immediately of any changes in your status or the status of your spouse.

26. Insider and Controlling Securityholder Declaration

When we engage in transactions of securities on your behalf, unless you have informed us otherwise, we assume that neither you nor your spouse is an insider of a public company (or a company that is itself an insider of a public company or a subsidiary of a public company) whose securities are being traded. You are responsible for telling us at the time of placing your order whether you or your spouse is, or has, or will acquire as a result of the trade, an insider or controlling interest in the public company.

National Instrument 55-104 *Insider Reporting Requirements and Exemptions* law defines an "insider" of a public company, which definition includes, but is not limited to, the following:

- the CEO, CFO or COO of the reporting issuer, of a significant shareholder of the reporting issuer or of a major subsidiary of the reporting issuer;
- a director or officer of a public company;
- a director or officer of a company that is itself an insider of a public company or a subsidiary of a public company;
- a significant shareholder – a person or company that has beneficial ownership of, or control or direction over, whether direct or indirect, or a combination of beneficial ownership of, and control or direction over, whether direct or indirect, securities of an issuer carrying more than 10% of the voting rights attached to all the issuer's outstanding voting securities, excluding, for the purpose of the calculation of the percentage held, any securities held by the person or company as underwriter in the course of a distribution.

27. Ratification

You are responsible for checking your account statements and each trade confirmation to ensure the trade activity complies with your instructions. You must let us know if you believe there is an error, discrepancy or omission, or if you otherwise do not agree with the information shown on such records within 30 days from the date printed on the trade confirmation or account statement.

You will be deemed to have ratified/accepted as correct and valid the trade confirmation or account statement and its contents, including the transactions and holdings in your account if you do not inform us of any unauthorized transactions, errors, discrepancies or omissions in writing within 30 days from the date of the trade confirmation or account statement.

If there are transactions that you do not recognize, securities that you do not understand, or if the portfolio does not appear to reflect your KYC information, please contact your Advisor, your Advisor's Branch Manager, or our Compliance Department, by calling us immediately at 1.866.263.0818 no later than 30 days from the date on the statement. We will assume any other notices we provide to you in writing, by telephone, personal computer system, or any other electronic or telecommunication device, are complete and accurate, unless you tell us otherwise within five days of receiving them.

28. Good Faith and Limitations of Liability

We shall discharge our duties herein honestly, fairly, in good faith and in your best interests, and we shall exercise the standard of care, diligence and skill that a reasonably prudent person would exercise in the circumstances.

Neither Nobelia Wealth nor any of its officers, directors or employees (referred to as "we" in this section) are responsible or liable for any losses as a result of: (a) delays in receiving or processing transactions; or (b) delays in transferring securities or account balances to a third party; or (c) trading in securities; or (d) if we do not receive your instructions except to the extent that losses are caused by our negligence.

Notwithstanding any other provision in this Booklet, we will not be responsible or liable for any delays in performing or failures to perform any of our obligations under this Booklet or any resulting losses to you or any other person, if and to the extent the delays or failures to perform result from any event or circumstance beyond our reasonable control including act of God, strike, lockout or labour disruption, war, riot, pandemic, epidemic, civil commotion, natural disaster (including fire, flood or earthquake), extraordinary weather

conditions, communication or power failure, equipment, hardware or software malfunction, telecommunications problem, government restrictions, exchange or market rulings or the suspension of trading.

You are solely responsible for ensuring each instruction to us is true, accurate and complete. You acknowledge that we will rely on the truth, accuracy, and completeness of each instruction. You will be responsible and liable for all losses that you, we or any other person may incur as result of false, inaccurate, incomplete, or erroneous instructions.

We will not be responsible or liable for loss, expenses, or damages that are indirect, consequential, special, aggravated, punitive, or exemplary, regardless of the basis of the claim or for any losses arising from, connected with or relating to any of the following: (i) any fraud or unauthorized account activity by you or any person for whom you are responsible or liable under this Booklet or applicable law, (ii) your breach of the terms and conditions in this Booklet; or (iii) any improper, inaccurate or incomplete instructions.

We are also not liable for any losses, or any failure to obtain investment gains on your account, resulting from an error of judgment nor any action taken or omitted to be taken except losses sustained through our own negligence.

The foregoing limitation of liability is subject to Nobelia Wealth's regulatory obligations as a registered dealer under applicable legislation in operating your account.

All information and recommendations provided by Nobelia Wealth or any of its advisors, officers, directors or agents, whatsoever, are based on sources believed to be reliable, however we do not guarantee the accuracy, nor do we assume responsibility of any kind for such information and recommendations.

29. Joint Accounts

Except for residents of Québec, each account holder of a joint account is jointly and severally liable with each other account holder, in their individual capacity, for the performance of all obligations of the account holders as though each were the individual account holder of the account. We are entitled, but not obligated, to act on the instructions of any single account holder without inquiring as to the purpose or propriety of the instructions or the rights or interests of any other account holder of the joint account, even if the instructions involve the delivery of any or all securities and monies held in the account to one account holder personally. Specifically, each account holder severally, in their individual capacity:

- authorizes us to act on the instructions issued by any one account holder from time to time in respect of the joint account as though such instructions had been issued jointly by all account holders of the joint account;
- releases us from any obligation to give separate notice to all account holders of the joint account before or after acting on instructions issued by any one of them;
- agrees to confirm and ratify the instructions received by us from any one account holder; and
- agrees to indemnify us against and promptly pay on demand all debit account balances, fees, commissions and expenses, and all losses arising from any transaction in the account as a result of us acting on those instructions.

This authorization, ratification and indemnity are continuing ones. We may, at our sole discretion, insist on receiving written instructions or a letter of authorization signed by all account holders of the joint account.

29.1 Survivorship Election

In the Province of Québec, the applicable law requires that all joint accounts be opened as Tenants In Common. In other jurisdictions, on opening a joint account all account holders of the account must elect whether the account will be:

- Joint With Rights of Survivorship ("JTWROS account"); or
- Tenants In Common.

29.2 JTWROS Account

By opening an JTWROS account, it is assumed by Nobelia Wealth that all account holders of the joint account have both legal and beneficial account holdership of the joint account. What this means is that not only are the account holders the registered legal account holders of the account, but all account holders of the joint account have beneficial account holdership of the joint account, including the assets of the joint account, as soon as the joint account is opened.

In the event of death of any of the account holders (the "deceased") of the joint account, subject to applicable laws, as we may interpret in our sole discretion, the interest of the deceased in the joint account will pass automatically to the surviving account holders of the joint account without releasing the deceased, or the deceased's estate, from liability provided for under this part. Once we receive evidence acceptable to us of the deceased's death, we will transfer the assets of the account to the name(s) of the surviving account holders of the joint account. Upon such transfer, we will be fully discharged respecting the deceased and the deceased's estate's interest in the joint account. All funds deposited in any joint account and all interest earned on those funds will be held jointly with the "right of survivorship", as described in this section. However, this right of survivorship does not apply if the deceased is domiciled in Québec at the time of their death.

If you are an account holder of a JTWROS account, you irrevocably direct Nobelia Wealth Inc. to pay the funds in the joint account to the survivors (subject to any provision in the applicable terms and conditions of the account opening form, this document and any condition in a GIC or term deposit that restricts withdrawal). Nobelia Wealth may pay the survivors without inquiring whether the survivors have the beneficial right to the monies in the joint account, without inquiring as to whether the deceased was domiciled in Québec at the time of death, and without recognizing any claim of the deceased's heirs, executors, administrators, assigns, or any other person. Anyone making a claim against the joint account must deal with the survivors. Each of the survivors, and the estate of the deceased, will pay Nobelia Wealth for any losses that result directly or indirectly from any payment made by Nobelia Wealth to the survivors, or any dispute relating to the joint account, the deceased, the survivors or any other person. If any of account holders of a joint account dies, Nobelia Wealth may release any information regarding the joint account up to and including the date of death to the estate representative of the deceased. For clarity, Nobelia Wealth acting on the above noted directions will not be liable for any loss, damage or legal costs incurred in any dispute between the deceased's estate, the survivors or a third party. **It is important you discuss this matter with a qualified legal advisor before opening a JTWROS account.**

29.3 Tenants In Common

If you elect "Tenants In Common" each owner of the joint account will have an individual ownership interest in a specific percentage of the account.

In the event of death of any of the account holders, the interests in the account as of the close of business on the date of death (or on the following business day if the date of death is not a business

day) shall be valued based on the closing market value of the securities on that day without in any manner releasing any of the account holders, or their estates, from the liability provided for in the Terms and Conditions governing Joint Accounts. Any taxes, costs, expenses or other charges becoming a lien against or payable out of the account as the result of the death of the decedent, or through exercise by his or her estate or representative of any rights in the account shall, so far as possible, be deducted from the interest of such decedent.

29.4 Joint Account Communications

We will direct all written communications to the most recent address we have on file for the client identified on the NAAF and such communication shall be deemed to be communication with all account holders of the joint account. If one of the account holders dies, the surviving account holders must immediately notify us in writing. Until we receive such notice, we may carry out orders and treat the account as though all account holders were living. Before or after this notice, we may ask you for certain documents and take other steps as we deem necessary.

29.5 Sharing of Personal Information

For the purpose of establishing or maintaining and operating your joint account, you consent to us sharing your personal information with the other joint account holder(s) and sharing your non-financial personal information with their respective Trusted Contact Person(s), if any.

30. Procedures Regarding Handling Cash, Cheques, and Securities

Nobelia Wealth and our advisors do not accept cash under any circumstances. You must make all Canadian cheques for investments in your Nobelia Wealth account(s) payable to either Nobelia Wealth Inc. or Fidelity Clearing Canada ULC ("Fidelity" or "FCC"). U.S. cheques must be made payable to "Fidelity Clearing Canada ULC". Under no circumstances should you leave the name of the payee blank on your signed cheque or make a cheque payable to your advisor, a numbered company or personal holding company. Your physical Securities may be held by FCC as Nobelia Wealth's carrying broker, engaged to provide custodial services for our clients. In cases where securities are temporarily held by Nobelia Wealth in safekeeping, Nobelia Wealth's responsibility is limited to exercising the same degree of care exercised by Nobelia Wealth in the custody of our own securities. Nobelia Wealth and FCC will be responsible for the safekeeping of your securities and credit balances. Nobelia Wealth and FCC keep a record of all receipts, deliveries of securities and account positions.

31. Cash on Delivery Accounts (Delivery/Receipt Against Payment)

The term "COD" refers to Cash on Delivery. When you open a COD account, you must have an existing arrangement with a financial institution that is acceptable to us, to act as your single custodian and clearing agent. You must arrange with your custodian to make full payment and to take delivery for your security purchases, and to make full delivery of securities to us for any sales, on or before the settlement date. In the event that you do not make full payment on or before the settlement date in your COD accounts, we will charge you interest on the overdue balance and take other remedial action as we see fit without further notice to you.

32. Margin Accounts

If you apply for the use of margin in your Account(s), you must agree to abide by the terms for margin accounts set out in this Booklet, the

Margin Account Agreement, applicable regulatory margin requirements, Fidelity's and Nobelia's margin policies. Foreign currency (non- Canadian and non-USD dollar) accounts are not margin eligible. The margin terms are an agreement between you and both Nobelia Wealth and Fidelity. The liabilities and obligations you owe in relation to your use of margin are owed both to Nobelia Wealth and to Fidelity in its capacity as our Carrying Broker.

Nobelia Wealth and Fidelity shall be referred to collectively as "Brokers" and references to "we", "us" and "our" are intended to refer to both Nobelia Wealth and Fidelity, as applicable. References to "we", "us", "our" and "Nobelia Wealth" in the remaining sections forming part of the margin terms shall also be deemed to refer to both Nobelia Wealth and Fidelity when applicable to margin accounts.

The Brokers may, in their sole discretion, grant the use of margin upon condition that they may, at any time and from time to time, at their sole discretion and without notice to you:

- require you to provide security in excess of margin required by applicable law;
- reduce or cancel any use of margin made available to you;
- refuse to grant any additional use of margin to you; or
- cancel any open order for the purchase or sale of any securities if the Brokers think the margin or deposit in any of your Accounts is inadequate.

In this section, your "Account(s)" refers to all non-registered account(s) held by us in your name. We reserve the right to immediately, and without notice to you, charge to your Account(s) the amount by which the use of margin granted to you is reduced or cancelled by us. You agree to maintain the margin levels we require in your Account(s) and to promptly meet all margin calls. You will be charged interest on any debit balance in your Account at such rates established by us from time to time, and we shall not be obligated to notify you of any change in such rate. Where you fail to meet a margin call, we reserve the right to liquidate securities from your Account(s) at our discretion, without further notice to you, and to apply such proceeds to satisfy your indebtedness to us. You will remain liable to us for any remaining deficiency in your Account(s), including interest on the remaining deficiency which may be outside of the rate charged to other clients whose accounts are in good standing.

You authorize Nobelia to obtain credit and investigative information regarding you from others as permitted by law and to furnish other credit grantors and credit bureaus with particulars of your credit application and subsequent credit experience, if applicable, and to retain this information for our records.

33. Options Accounts

In this section and any other sections in this document which apply to the use of options in your account(s), and Nobelia Wealth and Fidelity shall be referred to collectively as "Brokers" and references to "we", "us" and "our" are intended to refer to both Nobelia Wealth and Fidelity, as applicable.

If you wish to trade option contracts, you will be required to indicate your request for an options account on your NAAF. By doing so, you accept and agree to comply with the terms and conditions set out in this Booklet, applicable law and our policies relating to the operation of your options account, which include but are not limited to the following:

- you will provide us with a minimum of one business day notice of your instructions to exercise or close out an option position or to carry out such other

action in connection with your options trading or the operation of your options account. Where you fail to provide sufficient time for us to be able to carry out your instructions, at our sole discretion we may use reasonable best efforts to act on your instructions, or we may refuse to take action as we deem appropriate;

- we have the sole discretion to determine whether or not to accept any option order, and we may act as a principal on the other side of your transaction or as a part of a larger transaction for ourselves, parties related to us or for other clients;
- we will allocate exercise and assignment of exercise notices received by us on a chronological "first in / first assigned" basis in accordance with our internal procedures;
- we may set maximum limits on short positions for your account as we in our sole discretion may determine to be appropriate;
- we may, during the last ten business days prior to the expiry of an option, or such other time period as may be prescribed by applicable law or by our policies, restrict trading in such option to cash-only terms; you must comply with applicable Rules and Rulings of CIRO and any exchange, clearing corporation or other organization on or through which the option is traded or issued including, without limitation, those respecting position limits and exercise limits; and
- you specifically acknowledge receiving the Risk Disclosure Statement for Options, which is set out in full attached as ***"Risk Disclosure Statement for Options" to this Booklet.***

  Should you wish to view the open options positions in your account, you may do so either through the client portal or by contacting your Advisor.

34. Trading Rules

Each trade is subject to each of the following: (a) all applicable laws; (b) the constitution, by- laws, rules, rulings, regulations and customs of CIRO; and (c) the rules, restrictions and requirements of the exchange or market (and its clearing house, if any) where the trade is executed (collectively the "Trading Rules").

35. Managed Accounts

35.1 Discretionary Investment Authority

Except as otherwise provided herein, you authorize us to take any action as we in our sole discretion consider appropriate for the operation of your Managed Account, including, without limitation, investing, reinvesting and holding the funds in your Managed Account in securities, cash or cash equivalents, high interest savings accounts, guaranteed investment certificates and principal-protected notes offered by related or third-party banks or to manage the account on a capital preservation basis whereby, for such time as we deem appropriate, assets will be subject to a hold and liquidate mandate. In addition, you agree that, in accordance with sections, from time to time your Managed Account may invest in: (a) securities of an issuer that is related or connected to us; (b) proprietary products managed by one of our affiliates; or (c) new or secondary issues where we may act as agent or be underwritten by us.

35.2 Trade Confirmations

Unless otherwise instructed by you in writing, we will not deliver trade confirmations to you in connection with trades in your account. In certain limited circumstances an issuer may choose to issue a trade confirmation directly to you.

35.3 Additional Terms and Conditions

Please refer to the Managed Account Agreement for additional terms and conditions that govern Managed Accounts and form part of the terms and conditions in this Booklet.

36. Operation of Your Account

Nobelia Wealth will act as your agent to transact in securities and other financial products, with the power to buy, sell, borrow and lend securities, and advance and disburse cash on your behalf to or from your account in accordance with your instructions. You warrant that all securities to be delivered to your account by you or on your behalf are owned by you and may be sold or otherwise dealt with free of any liens, charges, restrictions, or encumbrances and without requiring the prior notice or consent of any other party.

37. Account Charges and Fees

You agree to pay us in relation to the operation of your account or the enforcement of this agreement:

- transaction based commissions and/or fees in respect of a fee-based account, and any related administration and service fees;
- investment fund management fees and expenses that are associated with owning investment funds, not charged directly to you but taken from the fund as percentage of its total assets. These fees and expenses are disclosed in the Annual Report on Compensation and Charges that we provide to you and in the applicable fund prospectus and/or offering documents;
- any debit balance in any account;
- any fees or costs associated with borrowing securities relating to short sales or otherwise;
- interest on all credit advanced to you by us, whether in respect of margin or otherwise; and
- foreign exchange rates, fees, and costs arising from necessary currency conversions.

Nobelia Wealth's schedule of Services and Fee Charges describes the most common billable services and applicable fees that may apply to your account. A copy of the schedule of Services and Fee Charges is provided to you upon the opening of your account with us. Please contact your Advisor if you have any questions.

You acknowledge that Nobelia Wealth may debit from your account any and all regulatory fees, costs, and applicable taxes, and will remit the same to the proper authorities as required.

38. Buying securities

You agree to make payments in full to Nobelia Wealth when any securities are purchased for your account by ensuring there is sufficient cash or available margin (see the "Margin Accounts" section) in your account on the settlement day which will typically be one business day from the day the order is placed but may be a shorter period.

39. Long sales

You will not instruct Nobelia Wealth to sell a security unless we hold the security for you, or you can deliver the security to us on or before the settlement date.

You agree to provide Nobelia Wealth with any documents or signatures required to accompany the securities to constitute "good delivery" as required by applicable law in order to complete the sale. If you do not fulfill these obligations, Nobelia Wealth may borrow or buy any securities necessary to make good delivery and you will pay Nobelia Wealth any loss or expense we may incur as a result of such action.

40. Short Sales

You will not instruct us to sell a security that you do not own unless at the time of your order you specifically instruct us that you are placing a "short sale". To complete a short sale, we will borrow securities from others, including parties who may be related to us, on a demand basis and sell them for your account. On your behalf, we will return the borrowed securities by buying equivalent replacement securities at current market prices for your account. You will be responsible for any costs, fees and commissions necessary to facilitate the short sale, including any costs, fees and commissions associated with the borrowing and/or buy-back of replacement securities. To protect our own interests, we have the right to borrow or purchase securities and deliver them on your behalf, and to buy for your account any options we consider necessary, without prior notice to you.

41. Servicing Your Account

We may debit from your account any and all applicable commissions, service charges, fees, costs and applicable taxes associated with the operation of your account and the holding, exchange or transfer of the securities in your account, including without limitation, fees for financial planning and other services that may be requested by you and/or provided by us from time to time. Nobelia Wealth does not process tax reclaims for either taxable or non-taxable accounts for withholding on foreign source income.

We will credit to your account any dividends, interest, or other money received for your securities and the proceeds from a sale or disposition, after deducting any charges. We may register ownership of your securities in a nominee account held by us; Fidelity or our agent. In this case, we will credit any dividends, interest and sale proceeds to the nominee account and then transfer them to your account. We will be responsible for the safekeeping of your securities and credit balances. We keep a record of all receipts, deliveries of securities and account positions.

42. Interest

We will deduct from your account any interest you owe us. We may change the interest rate at any time.

43. Foreign Exchange

Foreign exchange rates, fees, and costs are subject to market fluctuation, which could increase your risk of holding securities denominated in foreign currencies. If you make a trade involving a security which is denominated in a currency other than the currency of the account in which the trade is to settle, a conversion of currency may be required.

Nobelia Wealth and parties related to us may earn revenue on the currency conversion, in addition to the commission applicable to such a trade, based on the difference between the applicable bid and ask rates for the currency and the rate at which the rate is offset either internally, with a related third party or in the market.

We convert foreign currencies into Canadian dollars, U.S. dollars or other currencies on the day we carry out your transaction. We may use a different day for:

- transactions on which you and we agree; and
- other transactions we deem necessary

44. Giving Instructions and Accepting Orders

In accordance with CIRO rules, we must obtain your authorization for every trade and maintain records of your authorization. Your authorization

may be evidenced by your signature (wet or electronic) on a trade order or by a recorded/taped conversation with you that confirms your trade instructions. We may, in our discretion, honour instructions from you given in person or by telephone conversation with our authorized employees after verifying your identity.

We may also accept written instructions, or email instructions from you after verifying your identity. This includes but is not limited to following up with a telephone call to verify your identity and confirm the authenticity of your instructions.

Nobelia Wealth has the right, without providing prior notice or reason to you, to decline to accept or execute orders, directions or requests from you if in our sole discretion we think it is unreasonable, imprudent, or contrary to applicable law.

45. Executing Orders

We retain the exclusive right to determine the best way to buy or sell securities for your account. At our option, your transaction may be completed:

- as an independent transaction;
- as a part of a larger transaction and other clients, our agents and ourselves;
- by purchase from or sale to us or other clients of ours; or
- as part of a broken lot or a public or private sale.

Nobelia Wealth may act as principal or for its own account in a transaction with you, including in connection with treasury or secondary offerings via prospectus or private placement. We may match an order executed on your behalf with an order from another party from whom we act as agent and receive a commission.

46. Fixed Income Products

In addition to the fixed income trade execution services provided by Fidelity (the investment dealer that acts as our carrying broker), our Advisors may use the fixed income trade execution services of our affiliate, iA Private Wealth Inc. (“iA Wealth”). In addition to fixed income trade execution services, iA Wealth offers Nobelia Wealth Advisors access to enhanced fixed income strategies support, as may be required. Your trade confirmation will disclose the party executing the trade and whether they acted as principal or as agent.

We and/or the party executing the trade may receive a markup or a markdown of as result of the difference between the bid and ask price depending on prevailing market conditions which may be in addition to any commissions or fees charged to your account by your Advisor. There is no difference in the fees or commissions charged to you in connection with a fixed-income trade executed by FCC or iA Wealth. Further such fees, commissions and pricing practices are standard, customary and, in our view, immaterial and would not impact an Advisor’s decision to use either FCC or iA Wealth’s fixed income trading services.

We and the parties we use to execute fixed income trades on your behalf, including Fidelity and iA Wealth, will take all reasonable steps to obtain best execution when executing an order on your behalf in accordance with applicable securities regulations.

47. Best Execution and Fair Pricing

In accordance with Canadian Regulatory Organization of Canada (“CIRO”) requirements, we, FCC, and iA Wealth, will take all reasonable steps to achieve best execution when executing an order on a client’s behalf including making “reasonable efforts” to provide a fair price for each

client order including any markup or markdown, commission and service charges. Markup/markdown charges are the amount added/subtracted from the price of the security. Transactions and prices are reviewed and verified as being "within context of the market".

A description of the policies and procedures followed by Fidelity and the Best Execution Disclosure for iA Wealth to achieve "best execution" may be obtained at the links below:

- **FCC:** FCC Best Execution
- **IA Wealth:** Best Execution Disclosure | iA Private Wealth

CIRO considers a Dealer to have achieved best execution when it obtains a price that is fair and reasonable in relation to prevailing market conditions. It is possible that the amount of an executing Dealer's mark-up/mark-down together with the security offered at a reasonable price to a non-executing Dealer, results in a final price that is not fair and reasonable when the commission of the non-executing Dealer is also added. Therefore, as non-executing Dealer, Nobelia has procedures in place to ensure the end price it offers to a client for an over-the-counter security transaction is fair and reasonable even when it uses the systems, personnel or inventory of iA Wealth & FCC to execute OTC trades for clients.

48. Book Value

The book value is generally maintained for positions held at Nobelia Wealth. Book value is the total amount paid/received for a long/short security including any transaction charges related to the purchase/sale adjusted for distributions (excluding dividends for a short position), return of capital and corporate actions. For positions which were not acquired at Nobelia Wealth, the market value at time of transfer may be used to establish the book value if you do not provide the original cost of the position. If the original cost or a market value at the time of transfer is not available, then the position cost will be "not determinable" and will be carried as zero on our books and records. Book value may not be equivalent to the cost required for tax purposes.

49. Securities Fungible

When we register ownership of your securities or certificates in a nominee account, or buy securities for you, we do not have to deliver to you the securities or certificates that we receive or are deposited with us. We may deliver the same kind of securities or certificates for the same amount to you instead.

50. Executing Trade Instructions

You acknowledge that Nobelia Wealth, or parties related to us, may trade for its own account as a block positioner and/or arbitrageur. At the time of any transaction in your account, Nobelia Wealth may have a long or short position in the same security.

You acknowledge that Nobelia Wealth may require written instructions prior to a certain transaction in respect of your account and that we may refuse to accept any purchase or sale instructions whenever we deem it necessary for our own protection.

You acknowledge that Nobelia Wealth will be open during local business hours but may execute orders at any time when the applicable exchange is open for trading, whether or not we are then open for other client business.

You acknowledge and agree that Nobelia Wealth, Fidelity or iA Wealth (for fixed income transactions) may act as principal on the other side of a transaction for your account and you agree to pay us, Fidelity and/or iA Wealth the applicable commission on these transactions.

51. Acting Without Your Instructions

Nobelia Wealth is entitled to act, without your instructions, on behalf of your account in the following circumstances:

- if you fail to pay us any amount owing under this agreement or otherwise, or if you fail to comply with any obligations under this agreement;
- we consider it necessary for our protection (by reason of insufficiency of security, insufficiency of margin or for any other reason whatsoever);
- a petition in bankruptcy or an appointment of a receiver is filed by or against you; or
- an attachment is levied against any account held by you with us.

Should you die, Nobelia Wealth may, without taking any other steps, take one or more of the following actions:

- retain possession, take in payment or sell any securities or other property held in your account;
- purchase any securities necessary to cover short sales made for your account and/or to cover any open positions;
- apply monies held by you in any other accounts with us to eliminate or reduce your indebtedness; or
- cancel any outstanding orders.

The proceeds of any sales made by Nobelia Wealth, less expenses, shall be applied to reduce the indebtedness you may have to us without in any way lessening your responsibility to pay us any remaining balance.

52. Related and Connected Issuers

In respect of your Account, you consent to the purchase or sale of securities of issuers that are related or connected to Nobelia Wealth. For an explanation of what comprises a related and/or connected issuer, as well as to view a current list of all related and connected issuers of Nobelia Wealth, please refer to the Nobelia Wealth website, at https://nobelia.com/related-and-connected-issuers/ or contact your Advisor. In respect of your Managed Account, you consent to the exercise of discretionary authority by Nobelia Wealth under this Booklet in respect of the purchase or sale of securities of issuers that are related or connected to Nobelia Wealth as explained in Section 35 of this Booklet.

53. Mutual funds and other proprietary products

You agree that we may effect transactions in your account in the securities of a mutual fund or other investment product managed by any of our affiliates or of a related and connect issuer including iA financial as you may, from time to time, instruct us or as we are otherwise permitted without your instructions. In respect of your Managed Account, you consent to the exercise of discretionary authority by Nobelia Wealth under this Booklet in respect of the purchase or sale of mutual funds or other proprietary products managed by any of our affiliates as explained in *Section 35 of this Booklet*.

54. Electronic Delivery of Documents

Applicable law permits us to deliver some documents by electronic means where your consent has been obtained. If you wish to receive documents electronically, please visit MyNobeliaWealth or contact your Advisor for further details.

55. Foreign Account Tax Compliance

The United States Department of Treasury and the United States Internal Revenue Service ("IRS") implemented FATCA to target tax non-compliance by United States taxpayers with foreign (i.e. non-U.S.) accounts. Canada and the United States have signed an Inter-Governmental Agreement ("IGA") to improve international tax compliance and to implement FATCA. Under the IGA, investment dealers in Canada are required to identify, document and report on accounts held by U.S. persons to the Canada Revenue Agency ("CRA"). The CRA will then exchange the information with the IRS through the existing provisions and safeguards of the Canada-U.S. Tax Convention. All non-registered accounts held by U.S. persons will be subject to the rules of FATCA.

56. Foreign Residents

If you have opened an account with us and you live or have moved outside of Canada, you agree that your Account will be governed by the laws of the Canadian province or territory where the branch administering your account is located, not by the laws of the country you reside in. Additionally, your resident country may impose certain tax withholding obligations on interest payments that you make to us. You agree that you are responsible for payments of the taxes owed to the relevant tax authority. If we are assessed tax, interest or a penalty on interest payments you owe us, you must immediately pay us the full amount of the tax, interest or penalty assessed. If you move outside of Canada, even temporarily, we may not be permitted to provide services to you, or the services we are permitted to provide you may be limited, and you may have to close your accounts. You agree that you are responsible for any withholding taxes that may arise.

57. Clients in the United States

We are restricted by federal and state securities laws in our ability to deal with persons in the United States. In defined circumstances certain Advisors may be permitted to provide certain services to persons in the U.S. Such clients should be aware that Canadian RRSP, RRIF and similar retirement accounts are not regulated under U.S. securities laws and Nobelia Wealth is not subject to the full regulations governing broker-dealers under U.S. federal and state securities laws.

58. Abandoned or Unclaimed Property

If your Account or the Securities in your Account become unclaimed property within the meaning of any applicable laws governing unclaimed property or otherwise, Nobelia Wealth will adhere to all unclaimed property legislation. To ensure that your Account or the Securities in your Account do not become unclaimed property, always inform your advisor of changes to your personal information, including your address.

59. Nobelia Website and On-line Account Services

59.1 Nobelia Website

You will access Nobelia's Website solely for your lawful personal purposes in accordance with this Booklet and all applicable laws. Your access to and use of the Nobelia Website are governed by the applicable website terms and conditions, which are accessible using the link "Legal Notices" on the Nobelia Website. Each time you use the Nobelia Website, you confirm that you have read, understand, and agree to the applicable website terms and conditions. If you do not agree to the applicable website terms and conditions then you may not access or use the Nobelia Website.

59.2 Online Account Services

Permitted Access/Use: "Online Account Service(s)" means any service we provide or make available to you, now or in the future, through restricted parts of the Nobelia Wealth Website, by using a Mobile App, or by other Online Service Channels, which services may include online real-time access to Accounts.

You will remotely access and use Online Account Services using the applicable access mechanisms that we designate for those purposes and solely for your lawful personal purposes in accordance with this Booklet, the applicable Online Account Agreement when you enroll in Online Services (which is available on MyNobeliaWealth), the applicable documentation and all applicable laws. If an Online Account Service provides various functionalities, you will remotely access and use only those functionalities that we authorize and permit you to use.

Restrictions/Requirements: You will not: (i) access or use any Online Account Service or function of an Online Account Service for any purpose or in any manner except as expressly permitted by this Booklet; (ii) attempt to circumvent the ordinary navigational structure, technical delivery systems or display of any Online Account Service or otherwise attempt to access or use any Online Account Service or any of its functionalities by any means that is not deliberately made available to you for that purpose by us; (iii) access or use any Online Account Service in a way that in a way that damages, disrupts, compromises, degrades or interferes with the integrity, functionality, operation, performance or security of the Online Account Service or any related technology systems, networks or data, or to attempt to gain unauthorized access to an Online Service or any related technology systems, networks or data; (iv) alter, attempt to circumvent, destroy, obscure or remove any notices or security or access control measures or agreements on, in or in relation to any Online Account Services or any market data obtained through any Online Account Service; (v) give or make available, or permit the use of, any Online Account Service or any of its functionalities or any results of its use to or for the benefit of any other person; (vi) index, crawl, catalogue, mirror, frame, scrape, cache or collect or mine any market data or other data from any Online Account Service for any purpose whatsoever, using any technologies, tools or methods (including robots, spiders, crawlers, or other automatic devices, programs or methodologies) whatsoever; or (vii) authorize, permit, assist, encourage or enable any other person to do any of the foregoing or to use any Online Account Service in a way that would constitute a breach of this Booklet, and the Online Account Services Agreement you agreed to prior to using Online Account Service, if it were done by you.

59.3 Availability

You acknowledge that the Nobelia Website and Online Account Services may be unavailable from time to time, including to allow for system planned and emergency maintenance and updates or due to circumstances beyond our control. If the Nobelia Website or an Online Account Services is not available, we are not liable to you for any losses arising from your inability to access the Nobelia Website or Online Account Services.

59.4 Suspension/Termination

We may, in our discretion, suspend or terminate your access to or use of the Nobelia Website and Online Services at any time, for any reason or for no reason at all, without any notice to you, and without any liability to you or any other person. If you breach any provision of this Booklet, you may no longer have access to Online Account Services.

59.5 Disclaimer

To the maximum extent permitted by applicable law, the Nobelia Website and Online Account Services are provided "as is", "as available" and "with all faults", and without any representation, warranty, condition or guarantee of any nature or kind whatsoever, whether express, implied or statutory, or arising from custom or trade usage or by any course of dealing or course of performance, including any representation, warranty, condition or guarantee of or relating to merchantability, fitness for a particular purpose, title, noninfringement, accuracy, availability, completeness, timeliness or performance.

59.6 Documentation

The conditions, rules and regulations regarding Online Account Services set out in the Online Account Services Agreement, this Booklet and any manuals, materials, documents or instructions that we provide to you regarding Online Account Services form part of this Booklet

60. Payment of Indebtedness

60.1 General

Nobelia Wealth will credit to your account the net amount of any interest, dividend, and proceeds of sale or other amount received in respect of securities held in your account and will debit from your account all amounts owed to us under the terms of the contract between us. Any debit balance in your account will bear interest at Nobelia Wealth's client rate, and Nobelia Wealth is not obligated to notify you in advance of any changes to its client rate.

If you owe us money, we may apply the credit balance in any of your non-registered accounts against any indebtedness without giving you notice. This means we may transfer any credit or debit balances between this account and other accounts you hold with us in order to offset any indebtedness.

The following two paragraphs, create rights in our favour which are in addition to and not in substitution for any other right or security held by us and shall be interpreted in order that any part of the collateral located in any jurisdiction other than the jurisdiction governing this agreement shall be charged by a valid lien or security according to the applicable laws of such other jurisdiction. We have a security interest in all collateral. This paragraph shall not be applicable to collateral while held in registered plans.

60.2 Additional Provisions Applicable to Accounts Opened in Québec

With respect to any collateral which is subject to the laws of Québec, since the laws of that province require that the amount of the hypothec be specified, you hereby acknowledge that the pledge, hypothec and charge granted in favour of Nobelia Wealth as described herein are for a principal amount of $200,000,000 (two hundred million Canadian dollars), bearing interest thereon at the rate of interest described to you in your monthly or quarterly account statements, it being understood however that we are not obligated to grant you credit to the extent of such or any other amount. Furthermore, Nobelia Wealth will have the right to require that you grant another hypothec in its favour on the collateral in the event the aggregate amount of the indebtedness which you may owe in the future to Nobelia Wealth exceeds the aforementioned principal amount. Any such new hypothec will be evidenced by a written agreement between you and Nobelia Wealth which has been approved by an officer of Nobelia Wealth. This paragraph shall not be applicable to collateral while held in registered plans. Notwithstanding any other provision in this agreement, the law governing this section will be the laws of Québec and the federal laws of Canada therein.

60.3 Debt Repayment

We may pledge or sell the collateral if you do not repay your debt or if we think it is necessary to protect ourselves. We may, without limiting the generality of the foregoing, pledge or sell the collateral at public or private sales or otherwise realize on any of the collateral for such price and on such terms as we deem best, the whole without advertisement or notice to you or others and without prior tender, demand or call of any kind upon you or others. We will apply the proceeds of any sale of collateral in the following order:

- to pay our costs and expenses related to the sale;
- to repay your debt to us; and
- to transfer any remaining balance to you.

If any sale of collateral does not cover the full amount of your debt, you will remain liable to us for any deficiency remaining following our exercise of any or all of the foregoing rights. You agree that the rights we are entitled to exercise pursuant to this section are reasonable and necessary for our protection having regard to the nature of securities markets, including in particular, their volatility. If we choose to grant any indulgence or not to exercise our rights over the collateral, we do not in any way limit, reduce or discharge any indebtedness or part thereof.

If we think it is necessary, we may also grant a security interest in any of your securities to any third party. The value of these securities may be more or less than the amount you owe us. This paragraph shall not be applicable to collateral while held in registered plans.

60.4 Securities Lending

If your securities are not fully paid for, we may lend any of your securities to any third party on terms we think are best. We may also use any of your securities to deliver against any other sale of securities we make. We may do so for a sale for your account or another client's account. However, nothing in this section shall relieve us from any of our obligations under this agreement, including the obligation to deliver to you your securities pursuant to the terms of this agreement.

60.5 Cash Balances

Any cash balances held to your credit in your account(s) need not be segregated and may be used by us:

- as your debtor in the ordinary conduct of our business; or
- as your creditor to discharge obligations you owed to us in respect of other accounts you maintain with us, whether the accounts are held jointly with another or guaranteed by you.

Without notice to you, we are entitled to offset a credit balance in your account against a deficit and any other account you have with us or any other debt or obligation you owe to us. In addition, we may transfer securities among your various accounts, including joint accounts and those guaranteed by you. Unfunded accounts, (i.e. accounts with no cash balance and no security positions) may be closed by us at any time at our discretion.

Any cash you hold in your account is your "free credit balance". This cash is payable to you on demand. It is not segregated, or treated as trust funds, and represents our indebtedness to you.

60.6 Remedies

If you fail to pay any amount owing to us when it is due or cause us any loss or liability by failing to fulfill any of your obligations under this contract, or if for any reason we consider it necessary for the protection of our interests, you agree that we may, in addition to other remedies available at law, take one or more of the following actions without notice to you:

- take or retain possession of the collateral;
- sell the collateral or any part of it or buy for our own account or that of other clients;
- purchase for your account securities necessary to honour any short or long sales made on your behalf;
- cancel any outstanding orders; or
- enter stop loss orders in respect of any securities of which your account may be long or short and withdraw or change any such stop loss orders.

We will apply the proceeds of such remedies to reduce your indebtedness to us, but you will remain liable to us for any deficiency in the proceeds realized. All such remedies shall be exercised in compliance with applicable law.

61. Pledging of Your Securities

As continuing security for the payment of any indebtedness and obligation, present or future, matured or contingent, which you owe or may owe in the future to Nobelia Wealth, whether individual or joint, you agree to pledge, hypothecate and charge to Nobelia Wealth and grant Nobelia Wealth a security interest and hypothec in any credit balance, money, security entitlements, securities, rights, contracts or other property now or, any time in the future, held in, carried or credited to your account for any purpose, including any property in which you have an interest at any time, and their proceeds, dividends or other income derived therefrom (collectively the "collateral").

Where you have a short position or any indebtedness to Nobelia Wealth, we may, without advance notice to you, use the collateral in the conduct of our business, including the right to:

- pledge, hypothecate or charge any of the collateral as security for any of Nobelia Wealth's own indebtedness, whether it is more or less than your indebtedness to Nobelia Wealth;
- lend the collateral either separately or together with other securities;
- deliver any of the collateral against the sale, whether a short sale or otherwise, and whether such sale is for your account or another's, and whether or not Nobelia Wealth holds a like amount of similar securities for delivery; and
- co-mingle any of the collateral securities held for other clients.

62. General Terms

These general terms contain important information about the general terms and conditions governing this Booklet including information about our ability to amend or terminate our relationship with you.

- **No Waiver:** We may exercise some, all or none of our rights, including remedies or powers under this Booklet or our rights under applicable law. If we choose not to exercise some or all of our rights right now, we are giving up those rights and we may still exercise those rights later.
- **Changes to this Booklet:** Unless otherwise provided, this Booklet may be changed by Nobelia Wealth at any time upon notice. Such change will take effect at the time stipulated in the notice.

  Nobelia Wealth is expressly authorized to provide a notice of any such amendments to this Booklet in the following ways: a) by including a notification in your account statement or a report about your account we provide to you; b) by sending you the notice by mail or electronic message to MyNobeliaWealth if you have signed up for Online Account Services; c) by posting such amendments on Nobelia Wealth's website at https://nobelia.com/disclosures/.
- **Termination of this Booklet by You:** You may terminate this Booklet at any time by giving written notice to Nobelia Wealth, but such termination will not affect any existing liabilities or indebtedness to Nobelia Wealth;

- **Termination of this Booklet by Us:** We may terminate this relationship by providing you 30 days prior written notice.
- **In the Event of Termination of Booklet:** At the time of the termination of this Booklet or upon the closure of your account, all outstanding administrative fees and other applicable fees, charges and commissions will be immediately due and payable by you. If you have not provided us with proper instructions with respect to removal or transfer of all assets in your account (within this 30 day period if we are terminating the relationship), we have the right but not the obligation to send to you at your last known address the cash balance in your account and the securities or, at our discretion, to sell any or all securities and deliver to you the cash proceeds from the sale of those securities, in each case less any outstanding administrative fees and any other applicable fees, charges and commissions.

  If your account is a registered account and you have not provided us such instructions, then in addition to the foregoing we will have the right but not the obligation to deregister or instruct the trustee to deregister any securities and cash, to withhold applicable taxes and outstanding administrative fees and other applicable fees, charges and commissions and you acknowledge that we will not be liable to you for any losses, taxes or change in your tax status of that of any assets held by you or on your behalf as a result of our actions

- **Death or Incapacity:** Subject to the terms governing a joint account, upon reviewing notice of your death or incapacity we will cease to accept instructions provided in accordance with the terms and conditions stated herein and any other agreement governing your account and shall not dispose of any securities in the account until we receive instructions from a representative of your estate or other court appointed or otherwise recognized representative. We reserve the right to refuse to act upon any instructions of such a representative without being provided with letters of administration, letters probate, notarial will or any other document or evidence of, or in connection with, the authorization or transmission as we may deem necessary. We may continue to debit your account in respect of any applicable administrative fees or other applicable fees, charges or commissions payable to us under with the terms and conditions stated herein and any other agreement governing your account without prior notice to, or demand upon, your successors.
- **Electronic Signature:** You also agree that any account related forms or documents may be executed and delivered electronically, including execution by digital signature over an electronic signature platform, and any electronic signatures appearing on such instruments (including instructions) of the authorized person(s) are the same as your handwritten/wet ink signatures for the purposes of validity, enforceability, and admissibility.
- **Information Verification:** You acknowledge and agree that to the extent that it is relevant to the establishment of the account, or to the business relationship, Nobelia Wealth may obtain factual or credit information about you at any time from your employer, any personal agent, credit bureau, financial institution, or any other person.
- **Legal Entities:** If you are a corporation, trustee, partnership, investment club or other legal entity, you represent that you have the right and ability to accept the terms and conditions stated herein and any other agreement governing your account and to carry out the transactions described herein and that the delivery of all account opening documents has been properly authorized, and you further represent that any execution of documents related to your account by way of electronic signature are not inconsistent with the charter or any by-laws or organizational documents of the corporation, trustee, partnership investment club or other legal entity, as applicable.

- **Severance:** If any provision of this document is held to be invalid or unenforceable by any court or regulatory or self- regulatory agency or body, such invalidity or enforceability shall not affect the validity or enforceability of the remaining provisions;
- **Binding Agreement:** The provisions of this Booklet shall ensure to the benefit of and be binding upon your successors and assigns and upon the successors and assignees of Nobelia Wealth. Nobelia Wealth shall continue to act upon your instructions until such time as Nobelia Wealth is notified of your death; and
- **Assignment:** Notwithstanding any other provision of this Booklet and on notice to you, we may assign any of our rights, responsibilities and obligations under this Booklet (in whole or in part) to any of our affiliates or parties without your prior consent. You may not assign the terms and conditions in this Booklet without our express prior written consent.
- **Governing Law:** Your account, the terms and conditions contained in this Booklet, and any written agreements respecting the operation of your account, and the relationship between you and Nobelia Wealth shall be governed by and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Any disputes between you and Nobelia Wealth shall be subject to the exclusive jurisdiction of a court of competent jurisdiction in the Province of Ontario.
- **Other Agreements:** This Booklet is in addition to any other written agreements you have with us, (now or in the future) for accounts, services, products, including Online account services that we may offer to you. If there is any inconsistency between this Booklet, and your other written agreements with us, then this agreement will take priority and govern, unless the other written agreements state otherwise.
- **Language (For Québec Residents Only):** You acknowledge that you have been offered the choice to enter into the agreements related to this account application in English or in French and that you have expressly requested to enter into a version of the agreements drawn up exclusively in English, after being remitted the French version of this Booklet. Therefore, you expressly agree that the agreements governing the account and all of their related documents, including notices, be drawn up exclusively in English
- **Legal Community of Property (for Québec Residents Only):** If you are married, you represent that you are not married under “legal community of property” under the laws of the Province of Québec (if you are, then your account opening forms should also be signed by your spouse).
- **Independent Advice:** You are advised to seek independent advice with respect to all tax and legal matters pertaining to your account.

Part 3 - Regulatory Disclosures & Attachments to this Booklet

CONFLICTS OF INTEREST

Understanding conflicts of interest

At times, the interests of Nobelia Wealth Inc. as defined above ("Nobelia Wealth", "our", "us" or "we"), as a financial services firm and/or those of our Advisors, may be inconsistent with your interests as our client. We have adopted policies and procedures to assist in identifying and addressing conflicts of interest that may be material to our relationship with you as our client. All material conflicts of interest will be addressed in your best interests and will be disclosed to you in a timely manner. If we cannot effectively address a material conflict in your best interests, or the conflict is otherwise prohibited by law, we avoid it.

We will inform you about actual, potential or perceived material conflicts so you can better understand them and assess how they may affect you.

Conflict of interest disclosure

The following table discloses the actual, potential or perceived material conflicts of interest that apply to our relationship with you and explains the nature and extent of the conflict, how the conflict could affect you or be a risk to you, and how we address the conflict.

The material conflict of interest and how it affects you:	How we address the conflict:
Relationship between Nobelia Wealth and other companies in the iA Financial Group Nobelia Wealth is a wholly owned indirect subsidiary of iA Financial Corporation Inc. ("iA Financial"), a publicly traded Canadian company (ticker symbol IAG) and parent company of the iA Financial Group. The iA Financial Group provides insurance and wealth management products and services. Our relationship to iA Financial and the other members of the iA Financial Group, including our wholly owned subsidiaries, creates conflicts of interest when we recommend the purchase or sale of securities issued by iA Financial or provide products and services to you that are provided by other members of the iA Financial Group and may create the perception that we will act in their best interests and not in your best interest.	While the iA Financial Group may earn more revenue when we sell iA Financial products over other third-party products, our Advisors earn the same portion of commission for the sale of funds and other products offered by parties related and connected to us, such as the iA Clarington funds, as they do on the sale of third-party funds and other products. The proprietary products that we sell are subject to the same level of selection criteria and product review processes and suitability review as the third-party products we sell. We are not permitted to purchase securities of issuers who are part of the iA Financial Group, including iA Financial, without your consent.

The material conflict of interest and how it affects you:	How we address the conflict:
The iA Financial Group includes the following firms who manage investment funds, provide portfolio management services, and/or offer services to you: • **iA Clarington Investments Inc.** – an investment fund manager of the iA Clarington family of investment funds. • **Industrial Alliance Investment Management Inc.** – a portfolio manager for the iA Clarington family of investment funds. • **iA Global Asset Management Inc.** – has been assigned portfolio management responsibilities for the iA Clarington family of investment funds. • **iA Private Wealth Inc.** – an investment dealer that may act as an investment advisor for third-party investment funds that your Advisors may recommend for your account and that your Advisor may use to execute trades in fixed income securities for your accounts. See "Use of related parties for fixed income trading services". The following Nobelia Wealth wholly owned subsidiaries also may provide services to you: • **Richardson Wealth (USA) Limited** – an investment adviser that is registered in the United States to provide advice to US residents. • **Nobelia Insurance Services Inc.** – an insurance services advisor that is licensed to sell life insurance products in most Canadian jurisdictions. • **Nobelia Private Family Office Inc.**– a wealth services business that assists high net worth clients with the management of their affairs.	Any trade or advice to trade in securities of iA Financial or any other related or connected issuers must be addressed in the best interest of the client and is subject to Know Your Client, Know Your Product and suitability obligations. Nobelia Wealth and its subsidiaries and the other iA Financial Group entities operate their respective businesses independently of each other. The firms are physically segregated and have implemented appropriate informational barriers to restrict access to client information. In addition to applicable regulatory provisions and contractual provisions respecting any business arrangements that may exist between Nobelia Wealth, its subsidiaries and the other iA Financial Group entities, each firm is subject to a code of business conduct governing their actions, as well as internal compliance policies and procedures.

The material conflict of interest and how it affects you:	How we address the conflict:
Investments in related and connected issuers, including investments in iA products We offer both third party products and proprietary products. When providing services to you, Nobelia Wealth may recommend or cause your account to invest in proprietary products offered by Nobelia Wealth or iA Financial or other members of the iA Financial Group, including our wholly owned subsidiaries. We may also recommend or cause your account to invest in securities issued by other related or connected issuers including funds for which we act as the advisor or sub-advisor. An issuer of securities is "related" to us if, through the ownership of, or direction or control over voting securities, we may control that issuer, that issuer may control us, or the same third party may control both the issuer and us. An issuer is "connected" to us if, due to indebtedness or other relationships, a reasonable prospective purchaser of securities of the connected issuer might question our independence from the issuer. For a full list of the related and connected issuers to Nobelia Wealth and the other members of the iA Financial Group, please visit: https://nobelia.com/related-and-connected-issuers/ Our relationship to the parties offering proprietary products and to related or connected issuers creates conflicts of interest when we recommend the purchase or sale of such products or securities or cause our clients to purchase such products or securities and may create the perception that we will act in the best interests of us or our related or connected parties and not in your best interest.	A description of how we address these conflicts is found above under "Relationship between Nobelia Wealth and other companies in the iA Financial Group".

The material conflict of interest and how it affects you:	How we address the conflict:
Nobelia Wealth as the principal distributor of certain mutual funds We act as the principal distributor for the iA Clarington family of funds and may act as a distributor for other related and connected mutual funds. As consideration for our services as principal distributor, we receive a percentage of the management fees earned by the managers of these funds. This fee is disclosed in the applicable funds' prospectus.	Your Advisor may recommend that you invest in one or more of the funds for which we are the principal distributor, provided those investments are suitable for you. Your Advisor has no incentive to recommend or purchase any specific mutual fund to you, including those funds for which we are the principal distributor. Your Advisor's recommendations and actions are governed by your personal and financial circumstances to ensure that investment actions are suitable for you.
Use of related parties for fixed income trading services Our Advisors may use the trading services of independent third parties, including Fidelity Clearing Canada ULC (the investment dealer that acts as our carrying broker), or parties related to us, including our affiliate, iA Private Wealth Inc. ("**iA Private Wealth**"), to execute trades in fixed income securities for your account. In either case, these parties may act as principal in executing these trades. We and/or the party executing the trade may receive revenue based on the difference between the bid and ask price, which may be in addition to any commissions or fees charged to your account. We and/or the party executing the trade may sell you a fixed income security, such as a corporate bond, at a higher price than was paid. The trade confirmation for each transaction will disclose whether the party executing the trade acted as principal for the transaction.	We and the parties we use to execute fixed income trades on your behalf, including Fidelity Clearing Canada ULC and iA Private Wealth, will take all reasonable steps to obtain best execution when executing an order on your behalf in accordance with applicable securities regulations. A description of the policies and procedures followed by Fidelity Clearing Canada ULC and iA Private Wealth to achieve "best execution" may be obtained at the links below: Fidelity: https://clearing.fidelity.ca/content/dam/fcc/en/footer-pdfs-en/fcc_disclosure_of_best_execution_policies.pdf iA Private Wealth: https://iaprivatewealth.ca/regulatory-framework/best-execution-disclosure We select dealers to execute trades on behalf of our clients in accordance with our policies and procedures to achieve "best execution" for our clients and comply with the related requirements of CIRO and applicable securities laws and regulations. We prioritize achieving best execution for our clients and will not be influenced by our relationship with the parties we select to execute trades.

The material conflict of interest and how it affects you:	How we address the conflict:
Internal compensation arrangements and incentives We compensate and recognize Advisors based on client account balances and/or revenue generation. This may be perceived as incenting an Advisor to seek more client business, and recommend certain products, in order to receive more compensation and recognition.	We compensate and recognize Advisors based on a combination of one or more of the following: • compensation based on the value and/or types of assets under administration, • bonus compensation based on various performance criteria, and • percentage of commissions, spreads, and trailer fees received by Nobelia Wealth (different products may have differing levels of compensation). We address the conflicts inherent in the compensation and incentives received by our Advisors by ensuring that the compensation paid and incentives provided rewards our Advisors in putting your interests first ahead of their own. Different products may have differing levels of compensation and different account types (fee based and transactional) may have differing fees. Our compensation plans do not incent our Advisors to recommend specific products or services, including any particular type of account. We have policies that expressly prohibit frequent trading when it's inappropriate. We supervise and monitor our Advisors, including daily and monthly account reviews to identify frequent trading. Our recognition programs are not solely based on revenue generation, but other factors such as compliance with regulatory obligations and Nobelia Wealth policies and procedures. All Advisors are required to meet standards of business and personal conduct, integrity and professionalism, including adherence to the Nobelia Wealth Code of Conduct, and are responsible for conduct-associated costs, such as trading errors and complaints.

The material conflict of interest and how it affects you:	How we address the conflict:
Account types with different fees and compensation We offer fee-based accounts, whereby you pay a fee based on the value and/or the types of assets under administration and commission based accounts, whereby you pay commissions for each transaction. Both account types offer benefits to clients, however, both may be perceived as providing us with incentives to recommend one or the other. For fee-based accounts, we receive ongoing revenues, which may be more than the fees we would earn on commission-based accounts for clients with lower trading activity. In addition, for fee-based accounts, we may offer different fees to different clients. For commission-based accounts, transaction commissions may be more than the fees we would earn on fee-based accounts for clients with higher trading activity.	We review the appropriateness of a certain account types at account opening and on an ongoing basis. We ensure that our Advisor's compensation is not influenced by account type. We conduct regular reviews of certain fee-based accounts that have low trade volume and commission-based accounts that have high trade volume. Our policies require Advisors to clearly explain the types of products and services available, including different account types. Different products may have differing levels of compensation, and different account types (fee-based and transactional) may have differing fees. Our compensation plans do not incent our representatives to recommend specific products or services, including any particular type of account. Where both transactional and fee-based accounts are available, we regularly review whether a fee- based account is appropriate, given your circumstances and investment needs and objectives. For fee-based accounts, we may offer different fees to different clients, based on their overall AUM and other unique circumstances; in all instances Advisors are required to consider certain factors in determining the fee, specifically, AUM, products held and/or services provided. Further, to avoid duplicate fees being charged in fee-based accounts, products with embedded commissions will be excluded from your assets for the purpose of calculating fees. We disclose our account types and different type fees.

The material conflict of interest and how it affects you:	How we address the conflict:
Product compensation We may receive compensation from or share in revenue with third-party companies and issuers related and connected to us in relation to the products we recommend to our clients, including trailing commissions related to mutual funds we offer. This may be perceived as providing an incentive to recommend such products.	Advisors must clearly explain initial and ongoing costs, including any third-party compensation, to you. We regularly review the products we make available that provide third-party compensation to determine whether they are competitive with comparable alternatives in the market including those that do not provide third party compensation. We monitor our Advisors' investment recommendations including those that provide third-party compensation. We ensure that any dealings in securities in your account comply with your investment objectives, guidelines and restrictions in accordance with your Account Agreement.
Referral arrangements Referral arrangements are arrangements where an Advisor provides or receives compensation or other benefits for referring a client out to another party or receiving a referral from another party. Referrals present an inherent conflict of interest. The payment or receipt of compensation or other benefit or other aspects of our relationship with the other party may lead an Advisor to make or accept a referral, even when the referral is not in the client's best interests.	The purpose of referral arrangements are to introduce our clients or prospective clients to qualified persons who are best suited to help them achieve their financial objectives. We have paid referral arrangements in place for services such as banking, financial planning, estate planning and administration, insurance and certain investment strategies. Before referring you to any other party, your Advisor is required to ensure that the referral is in your best interests. Before or at the time of referral, your Advisor will provide you with a disclosure document outlining important information about the referral arrangement, including the amount of the referral fee that will be paid to your Advisor for making the referral (or how the referral fee will be calculated). Before receiving a referral from a third party, Advisors are required comply with regulatory requirements regarding payment, referral agreements and disclosure.

The material conflict of interest and how it affects you:	How we address the conflict:
Issuer compensation We may receive compensation for services provided to issuers of securities. We are paid by issuers of securities when we participate in syndicates and sell newly issued securities to you. We may participate in bought deal syndicates where we are obligated to buy a share of a syndicated new issue and then resell the securities that we own to our clients. When an offering is a non-brokered private placement for sale to accredited investors, we receive compensation from the issuer. We may be perceived as favoring our financial interest when newly issued securities or securities of issuers we have provided services for are recommended to you.	Your Advisor is required to recommend products and services to you based on your needs, not to meet business targets, and must comply with our policies, including making suitable recommendations and putting your interest first. We will disclose to you any compensation received from an issuer, the situations and types of third party compensation we may receive, and the relationships we may have with an issuer. Disclosure may be provided through offering documents such as the applicable prospectus or offering memorandum and/or your Account Agreement. Our policies and procedures require Nobelia Wealth and its employees to understand the structures, features and risks of each security recommended to a client. Nobelia Wealth has a product review committee responsible for reviewing, authorizing and approving new product proposals as well as establishing requisite guidelines regarding the sale of existing products.
Interest on cash balances and borrowed funds We may earn interest or revenue on uninvested cash balances in your account and when money is loaned to you in a margin account. We may be perceived as favoring our financial interests when we keep funds uninvested with us or offer you the ability to borrow money against the assets in your account.	Your Advisor is required to recommend products, accounts and services to you based on your needs, not to meet business targets, and must comply with Richard Wealth's policies. We review our client accounts for suitability on a regular basis, and our review takes into account, among other things, cash balances and duration of uninvested cash. We review and monitor all margin lending. Offering you the ability to borrow to invest must comply with your investment objectives, guidelines and restrictions. We disclose the potential risks and costs associated with borrowing to invest.

The material conflict of interest and how it affects you:	How we address the conflict:
Foreign exchange Fidelity Clearing Canada ULC or a related entity will carry out a conversion of currency for transactions in currencies other than the currency of your account. Fidelity Clearing Canada ULC or a related entity will earn revenue based on the currency conversion and will share a portion of this revenue with Nobelia Wealth. This gives rise to a conflict of interest as Nobelia Wealth will earn revenue based on the currency conversion in addition to commissions or other charges earned on the transaction.	Foreign currency transaction spread rates are calculated with reference to a number of factors, including market terms and conditions as well as the amount, date and type of foreign currency transaction. We disclose that we may earn revenue in connection with foreign exchange transactions in Nobelia Wealth's Relationship Disclosure and Terms and Conditions Booklet found at: https://nobelia.com/wp-content/uploads/2026/01/relationship-disclosure-terms-and-conditions.pdf
The use of leverage in clients' accounts Leverage is when you use borrowed money to purchase securities. There is a potential conflict of interest when clients borrow money to invest as this increases the assets under management and results in higher commissions or fees for the Advisor. Along with the increased risks that come with using leverage, there are also increased costs associated with borrowing money, which may mean that using leverage is not in the client's best interest.	As part of the leveraged account opening process, clients are provided with a disclosure document explaining the risks of using borrowed money to invest. We review all leveraged account applications before an account is approved to ensure that leverage is suitable for the client. We also conduct annual reviews after the account is opened to ensure it remains suitable and is in the client's best interest.
Product research The distribution of research can at times create the perception of a conflict of interest where a dealer acts in an advisory, underwriting or agency capacity for certain issuers or they are sub-advisors in respect of certain products. There may be cases where issuers discussed in third-party research have a relationship with us. This may create the perception of a conflict of interest. We may be perceived to distribute investment research favoring issuers with which we may have an economic relationship, including a sub-advisory relationship.	To manage this perception of conflict, we only distribute third party research. We do not produce our own research on securities. We adhere to industry regulations that govern the distribution of third-party research. We have policies and procedures to address the requirements related to the distribution of third-party research.

The material conflict of interest and how it affects you:	How we address the conflict:
Fair allocation of investment opportunities Securities with limited availability should be fairly allocated among eligible clients without the interest of an Advisor or a specific client being preferred over that of another Advisor or client.	Securities are available to clients based on certain conditions set by issuers, regulatory requirements, and our policies and procedures related to fairness of allocation. Not all securities are available to all clients. Nobelia Wealth has policies and procedures to provide reasonable assurance that it will ensure fairness in the allocation of investment opportunities among its clients. Trade allocation is determined on a basis that is fair, reasonable and equitable for all clients.
Improper trading practices It is a conflict of interest for our Advisors to engage in unethical or improper trading practices that benefit the Advisor but are not in the best interests of the client.	Our Advisors are prohibited from engaging in manipulative and deceptive trading activities that give a false or misleading appearance of trading activity or that artificially increase or decrease the ask price or sale price, negatively affecting our clients. Advisors cannot trade based on any material non-public information they become aware of. Our Advisors are also prohibited from using their knowledge of client trades for their own benefit, known as frontrunning. These prohibitions are managed through a combination of policies and procedures, training and ongoing monitoring.
Competing interests of clients Conflicts of interest may arise between clients as conflicting client priorities and interests make it difficult to resolve all conflicts of interest in the best interests of all clients simultaneously.	Nobelia Wealth has policies and procedures in place to address competing client interests and to ensure they are resolved in a fair and transparent way.

The material conflict of interest and how it affects you:	How we address the conflict:
Personal financial dealings Conflicts of interest can arise when an Advisor engages in direct or indirect personal financial dealings with a client. Such dealings may affect an Advisor's ability to provide unbiased advice and create the risk of the Advisor putting their own interests ahead of the best interest of the client.	Our Advisors are prohibited from lending money to clients, borrowing money, or receiving a guarantee in relation to borrowing money, or other assets, from clients. Advisors are also prohibited from investing together with clients, purchasing an asset from clients without prior approval. Our Advisors are also prohibited from having full control or authority over the financial affairs of a client (such as acting as power of attorney, executor or trustee. Except when the client is related to the Advisor and the arrangement has been pre-approved by us, these prohibitions are managed through a combination of policies and procedures, training and ongoing monitoring.
Outside activities Your Advisor must conduct all securities-related business in Canada through Nobelia Wealth. If your Advisors offers other products and services, such as insurance products, these are activities conducted outside of your Advisor's registration with Nobelia Wealth (known as "outside activities"). Outside activities also include serving on boards of directors or being an officer of another entity, participating in sporting, community or religious organizations, pursuing outside personal interests or having a private investment in a company. Outside activities can create conflicts of interest if the activity affects the Advisor's ability to provide unbiased advice in the best interests of the client, if the Advisor earns compensation from the activity, if the activity requires too much of the Advisor's time, if it is likely to cause client confusion, or by the nature of the position and the degree of influence the Advisor holds.	We must pre-approve all outside activities that our Advisors engage in. We consider issues relating to existing or potential conflicts of interest when determining whether to permit an outside activity. Conflicts that cannot be resolved in the client's best interests will not be permitted (meaning the Advisor cannot start or will have to stop engaging in the outside activity or they will no longer be registered with us. Outside activities are evaluated on a case-by-case basis considering all existing and potential conflicts. We make no representations or warranties and assume no liability in connection with any outside activities engaged in by your Advisor.

The material conflict of interest and how it affects you:	How we address the conflict:
Gifts, gratuities, and entertainment When Advisors receive gifts, gratuities or entertainment, other than of minimal value, from product issuers, mutual fund companies or referral partners, it creates a potential conflict of interest as the receipt of these benefits may affect, or give the perception that it affects, the Advisor's ability to give impartial investment recommendations. Gift giving between the Advisor and the client may also give rise to concerns of conflicts of interest, favouritism, or suggest a future obligation of the client or Advisor.	We have policies and procedures in place that prohibit our employees and Advisors, including members of their immediate families, from accepting and giving gifts, gratuities or entertainment, including promotional items or promotional activities, of more than minimal value from or to any clients, product issuers, mutual fund companies or referral partners.
Shared premises Nobelia Wealth may share business premises with other affiliated firms. This may create confusion and uncertainty regarding the entity with which you are dealing.	Nobelia Wealth is required under securities regulation to disclose its relationship with its affiliated and related firms with which it shares its premises. Nobelia Wealth and its Advisors may share premises with other members of the iA Financial Group including Nobelia Wealth's subsidiaries, namely: • Richardson Wealth (USA) Limited • Nobelia Insurance Services Inc. • Nobelia Private Family Office Inc. Nobelia Wealth ensures that the business of all entities within shared premises are kept separate, and all business conducted by one entity will be kept confidential from the other entities.
Client complaints and errors Nobelia Wealth may have a potential conflict of interest when responding to a complaint or correcting an error as we could be influenced to respond to the complaint or correct the error in our own best interests rather than in the client's best interests.	Nobelia Wealth is committed to handling all complaints in a fair and reasonable manner and in accordance with our complaint handling procedures and errors in accordance with our Trade Correction Policy. We investigate and respond to all client complaints, and if you are not satisfied with our response, you can escalate your complaint to the Ombudsman for Banking Services and Investments or the Canadian Investment Regulatory Organization (CIRO).

Specific to clients in our managed account programs

The following table discloses the actual, potential, or perceived material conflicts of interest that apply to our relationship with you if you open a managed account and explains the nature and extent of the conflict, how the conflict could affect you or be a risk to you, and how we address the conflict.

The material conflict of interest and how it affects you	How we address the conflict
Managed account program and sub-advisor mandates Some of our managed accounts offer clients indirect access to approved sub-advisors to provide investment recommendations. Choosing to include affiliated sub-advisors in these programs creates a conflict of interest as Nobelia Wealth and its affiliates receive more total revenue for using affiliated sub-advisors than from unaffiliated sub-advisors.	If you open a managed account, in consultation with your Advisor you may select one or more sub-advisors and mandates. Your Advisor does not earn a higher amount of commission if you choose an affiliated sub-advisor over a third-party sub-advisor.
Exercise of voting rights If you open a managed account, your Advisor will be responsible for exercising the voting rights attributable to the securities held for your account, including in relation to securities of related or connected issuers. The right to vote securities creates a potential conflict of interest as we could vote securities in our best interests rather than in the best interests of our clients. When voting on behalf of a group of clients, we may also be faced with a voting decision that is in the best interests of some, but not all, clients.	To minimize this conflict of interest, we have engaged a third-party proxy voting service provider to vote the securities held in our managed accounts. The proxy voting service provider bases its voting decisions on guidelines issued by a leading independent provider of proxy advisory and governance services. While we retain the discretion to deviate from any recommendation provided by the third-party proxy voting service provider, our usual practice is to defer to them.

This conflict of interest disclosure will also be posted on our website at www.Nobelia.com. If you have any questions, please contact our Chief Compliance Officer at 1.866.263.0818.

SECURITYHOLDER COMMUNICATIONS NATIONAL INSTRUMENT NI 54-101

Overview

Unless you instruct otherwise, the securities in your account held with us are not registered in your name but in the name of our Carrying Broker, Fidelity. You are referred to as the "beneficial owner" of your securities. Under applicable law, we are required to obtain your instructions concerning various matters relating to the holding of securities in your account.

Disclosure of Beneficial Ownership Information

Canadian securities law permits public companies and other persons and companies to send materials relating to the affairs of the public company directly to beneficial owners of the public company's securities where the beneficial owner does not object to this. Your New Account Application Form includes a section titled "National Instrument NI 54-101" that allows you to tell us if you object to the disclosure by us to public companies, or other persons or companies, of your beneficial ownership information, consisting of your name, address, electronic mail address, securities holdings and preferred method of communication. NI 54-101 law restricts the use of your beneficial ownership information to matters relating to the affairs of the public company.

If you do not object to the disclosure of your beneficial ownership information, you will not be charged with any costs associated with sending security holder materials to you.

If you object to the disclosure of your beneficial ownership information by us, all materials to be delivered to you as beneficial owner of securities will be delivered by us. You should know that there may be a cost associated with this mailing. In such case, we may charge your account(s) the costs we incur associated with this mailing.

Receiving Shareholder Materials

For securities that you hold through your account, you have the right to receive proxy-related materials sent by public companies to registered holders of their securities in connection with meetings of such security holders. Among other things, this permits you to receive the necessary information to allow you to have your securities voted in accordance with your instructions at a security holder meeting. Objecting beneficial owners will not receive materials unless they or the relevant issuers bear the cost. In addition, public companies may choose to send other security holder materials to beneficial owners, although they are not obligated to do so. Securities law permits you to decline to receive three types of security holder materials. Securities law does not provide for you to decline to receive other types of security holder materials. The three types of security holder materials that you may decline to receive are:

- **proxy**-related materials, including annual reports and financial statements that are sent in connection with annual and special shareholder meetings;
- **annual** reports and financial statements that are not part of proxy-related materials; and
- **materials** that a public company or other person or company sends to security holders that are not required by Corporate Securities Law to be sent to the registered security holders.

In the New Account Application Form, Part 8, NI 54-101 allows you to elect: (i) to receive all three types of security holder materials referred to above;

or (ii) to decline to receive the three types of security holder materials; or alternatively, (iii) to receive only proxy-related materials that are sent in connection with a special shareholder meeting.

Note: Even if you decline to receive the three types of materials referred to above, a public company or other person or company is entitled to deliver these materials to you, provided that the public company or other person or company pays all costs associated with sending these materials. These materials would be delivered to you through Fidelity or us if you have objected to the disclosure of your beneficial ownership information to public companies. Please also refer to Section 8.9 – Proxy Voting.

Preferred Language of Communication

In the New Account Application Form, Part 8, National Instrument 54-101 allows you to tell Fidelity or us your preferred language of communication (English or French). You will receive materials in your preferred language of communication if the materials are available in that language.

For Managed Accounts

Since these accounts are managed on a discretionary basis, regardless of the option you choose in the

NI 54-101 Communication section of your new account application form, you will not receive securityholder materials in respect of securities that are purchased for your account(s). You will only receive securityholder materials if required by law, or if you request these materials in writing from Nobelia Wealth.

Contact

If you have any questions or want to change your instructions in the future regarding your Securityholder Communications Instructions, please contact your Advisor.

INTRODUCING AND CARRYING BROKER DISCLOSURE

This statement contains important information. Please read it carefully and retain it for future reference.

Fidelity Clearing Canada ULC ("Fidelity"), is the Type 3 Carrying Broker for Nobelia Wealth Inc. ("Nobelia Wealth", "we"," us", and "our"), which is the Type 3 Introducing Broker and with whom you opened your Nobelia account. We are independent of Fidelity and have retained Fidelity to provide certain record keeping and operational services which may include execution and settlement of securities transactions, custody of securities and cash balances and extension of credit on margin transactions. The services are provided under a written Carrying Broker Agreement between Fidelity and us (the "Carrying Broker Agreement"). It is important that you understand the responsibilities of Nobelia Wealth Inc. and Fidelity under the Carrying Broker Agreement.

Nobelia Wealth is responsible for:

- the servicing and supervision of your account in accordance with applicable law and our own policies and procedures;
- approving the opening of your account and obtaining the necessary account documentation in accordance with applicable law and our own policies and procedures;
- providing - you with any investment advice, investment recommendations and/or investment management services;
- the acceptance, and in some circumstances, the execution of securities orders;
- exercising due diligence regarding the facts about any orders for the purchase or sale of securities for your account;
- ensuring that any money or securities intended for your account are correctly identified and forwarded to the Carrying Broker; and
- supervising the activities of the individual or individuals who service your account, for resolving any complaints regarding the handling of your account and, in general, for the ongoing relations that we have with you.

Responsibilities of Fidelity:

- issue and receive cheques and deliver and receive securities on our behalf with respect to all transactions directed to Fidelity;
- be responsible for issuing the receipt, the delivery, and the safekeeping of funds and securities received through us; and
- be responsible for issuing confirmation slips and the statements of accounts for all transactions directed through Fidelity.

Fidelity is responsible for your cash and securities only after it comes into Fidelity's possession or control.

Fidelity reserves the right to refuse to accept a particular account or order at its sole discretion.

If we open a margin account for you, Fidelity or Nobelia Wealth may loan you money for the purpose of purchasing or holding securities subject to the terms of Fidelity's and our written account opening agreement, applicable margin requirements, and Fidelity's and/or Nobelia's Wealth margin requirements which may be more stringent then regulatory minimums.

Fidelity is a separate legal entity and does not control, audit or otherwise supervise the activities of Nobelia Wealth or its employees. Fidelity does not verify information provided by us regarding your account nor undertake responsibility for reviewing the appropriateness of transactions entered or securities purchased by Nobelia Wealth on your behalf.

In furnishing its services under the Carrying Broker Agreement, Fidelity may use and rely on the services of clearing agencies, automatic data processing vendors, proxy processing agents, transfer agents, securities pricing services, and other similar organizations.

This description addresses the basis allocation of functions regarding the handling of your account. It is not intended to be a definitive enumeration of every possible circumstance, but only as a general disclosure.

PRIVACY POLICY

Overview

Nobelia Wealth and its subsidiaries and affiliates ("Affiliates") are committed to keeping your personal information confidential. We believe that keeping our clients' personal information confidential is of paramount importance.

Our privacy policy is tailored to meet or exceed the privacy standards established by the Canadian Standards Associations Model for Protection of Personal Privacy and Canada's Personal Information Protection and Electronic Documents Act.

We use the term "personal information" to describe most types of information that can be linked to an identifiable individual. Examples include your name, home address and telephone number, e-mail address and any financial information we hold about you. Information on your business card (such as your job title, business address, business telephone and fax number), is not typically considered personal information.

The Ten Guiding Principles

Principle 1 – Accountability: We are responsible for maintaining and protecting your personal information under our control. To fulfill this important mandate, we have designated a privacy officer to ensure compliance with our privacy policy.

Principle 2 – Identifying Purposes: We will identify the purposes for which personal information is collected before or at the time it is collected.

Principle 3 – Consent: We will obtain your consent for collection, use or disclosure of personal information unless not required by law, regulation or self-regulation.

You may withdraw consent to our collection, use and disclosure of your personal information. The withdrawal of consent may result in the loss of certain privileges and the ability of us to provide products or services to you. Consent may not be withdrawn if your information must be used or disclosed in accordance with the law or the provisions of a contract.

Principle 4 – Limiting Collection: We will collect your personal information by legal means and to the extent necessary to satisfy the identified purposes.

Principle 5 – Limiting Use, Disclosure and Retention: We may use or disclose your personal information only for the purpose for which it was collected, unless you consent otherwise. Exceptions to this would be where we're required by law, regulations or self-regulation, or in other circumstances described below. We will retain your personal information only for a period of time required to fulfill the purpose for which it was collected or as required by law, regulations or self-regulation.

Principle 6 – Accuracy: We will maintain your personal information as provided to us by you in its accurate, complete and up to date form as it is necessary to fulfill the purposes for which it is to be used. You are responsible to inform us of any relevant changes in your personal information.

Principle 7 – Safeguarding Client Information: We will protect your personal information by security safeguards that are appropriate to its sensitivity level.

Principle 8 – Openness: Upon receipt, we will make available to you the policies and practices that apply to the management of your personal information.

Principle 9 – Client Access: Upon your request and unless prohibited by law, regulations or self-regulation, you will be provided with your personal information on file with us and be informed of its existence, use and disclosure. You may also verify its accuracy and completeness and may request to amend it, if appropriate. In order to safeguard personal information, you may be required to provide sufficient identification in order for us to authorize access to your file. To submit a request to access, correct or delete your personal information please contact Nobelia Privacy by:

Email - Privacy@Nobelia.com or
Phone: 1-866.263.0818

Principle 10 – Client Complaints and Suggestions:
You may direct any questions or inquiries with respect to Nobelia Wealth privacy policy by contacting our Chief Privacy Officer:

Email: Privacy@Nobelia.com
or Phone: 1.866.263.0818.

Mail: Nobelia Privacy
100 Queen Quay East, Suite 2500,
Toronto, Ontario M5E 1Y3

Collection, Use and Disclosure of Personal Information

Nobelia Wealth may collect personal information about you during the course of our relationship with you from information that you give us when you fill out forms or meet with us in person, or by phone or video from credit bureaus and other financial institutions, from information that we collect automatically when you visit our website, such as cookies and browser settings, and from other sources.

We may use your personal information to verify your identity, to open an account with us, to communicate with you, to protect you from fraud and error, to understand your needs and eligibility for services, to recommend particular products and services to meet your needs, to give effect to the instructions/orders you provide to your advisors, to provide ongoing services to your accounts, to operate our business, and to comply with legal and regulatory requirements.

Nobelia Wealth may disclose your personal information to our Affiliates, related entities, and our Carrying Broker, credit bureaus and financial institutions in accordance with applicable laws, for the purposes outlined above. We may transfer any personal information we have about you in connection with a merger or sale involving all or part of our business, or all or part of one of our Affiliates' business, or as part of a corporate reorganization or stock sale or other change in corporate structure or control of our business or the businesses of our Affiliates. We may also disclose your personal information if it necessary for us to collect a debt from you, and where we receive an order, subpoena, warrant or other legal requirement issued by a court, tribunal, regulator, or other person with jurisdiction to compel disclosure of personal information, and as otherwise permitted in accordance with applicable laws.

Your personal information may be used or stored by us, our Affiliates, our related entities, our Carrying Broker, and our third-party service providers, suppliers, sub-contractors, or agents ("Service Providers") outside of Canada. We require our Service Providers and Affiliates to safeguard your personal information. Our Service Providers will use such information to provide services on its behalf, such as research, reporting, operational, marketing, or data processing or similar services, in order for Nobelia Wealth to provide its services to you. Nobelia Wealth's Service Providers may be responsible for processing or handling your personal information to provide these services. The Service

Providers are only provided the information necessary to perform the services required by them of Nobelia Wealth and in accordance with our privacy policies and security practices. These Service Providers may be located in Canada or a foreign jurisdiction. In the event any one of our Service Providers is located in a foreign jurisdiction, your personal information may be processed and stored in that foreign jurisdiction and may be subject to the laws of that foreign jurisdiction where the Service Providers are located. Accordingly, your personal information may be accessible to the courts, law enforcement and the national security authorities of that foreign jurisdiction. You acknowledge, agree and consent to the collection, use and disclosure and processing of your personal information as described above.

We may also collect, use, disclose and process your personal information for any purpose required or permitted by law.

You may contact our Privacy Officer at 1.866.263.0818 or Privacy@Nobelia.com if you have any questions or concerns, or to make a complaint.

RISK DISCLOSURE STATEMENT FOR OPTIONS

This brief statement does not disclose all of the risks and other significant aspects of trading in options. In light of the risks, you should undertake such transactions only if you understand the nature of the contracts (and contractual relationships) into which you are entering and the extent of the exposure to risk. Trading in options is not suitable for many members of the public. You should carefully consider whether trading is appropriate for you in light of your experience, objectives, financial resources and other relevant circumstances.

Risk-reducing Orders or Strategies: The placing of certain orders (e.g., "stop-loss" order, where permitted under local law, or "stop-limit" orders) which are intended to limit losses to certain amounts may not be effective because market conditions may make it impossible to execute such orders. Strategies using combinations of positions, such as "spread" and "straddle" positions may be as risky as taking simple "long" or "short" positions.

Options

a. Variable Degree of Risk

Transactions in options carry a high degree of risk. Purchasers and sellers of options should familiarize themselves with the type of option (i.e., put or call) which they contemplate trading and the associated risks. You should calculate the extent to which the value of the options must increase for your position to become profitable, taking into account the premium and all transactions costs.

The purchaser of options may offset or exercise the options or allow the options to expire. The exercise of an option results either in a cash settlement or in the purchaser acquiring or delivering the underlying interest. If the purchased options expire worthless, you will suffer a total loss of your investment which will consist of the option premium plus the transaction costs. If you are contemplating purchasing deep-out-of-the-money options, you should be aware that the chance of such options becoming profitable ordinarily is remote.

Selling ("writing" or "granting") an option generally entails considerably greater risk than purchasing options. Although the premium received by the seller is fixed, the seller may sustain a loss well in excess of that amount. The seller will be liable for additional margin to maintain the position if the market moves unfavourably. The seller will also be exposed to the risk of the purchaser exercising the option and the seller will be obligated to either settle the option in cash or to acquire or deliver the underlying interest. If the option is "covered" by the seller holding a corresponding position in the underlying interest or another option, the risk may be reduced. If the option is not covered, the risk of loss can be unlimited.

Certain exchanges in some jurisdictions permit deferred payment of the option premium, exposing the purchaser to liability for margin payments not exceeding the amount of the premium. The purchaser is still subject to the risk of losing the premium and transactions costs. When the option is exercised or expires, the purchaser is responsible for unpaid premium outstanding at that time.

Additional Risks Common to Options

a. Terms and Conditions of Contracts

You should ask Nobelia Wealth about the terms and conditions of the specific options which you are trading and associated obligations (e.g., in respect of options, expiration dates and restrictions on the time for exercise). Under certain circumstances the specifications of outstanding contracts (including the exercise price of an option) may be modified by the exchange or clearing house to reflect changes in the underlying interest.

b. Suspension or Restriction of Trading and Pricing Relationships

Market conditions (e.g., illiquidity) and/or the operation of the rules of certain markets (e.g., the suspension of trading in any contract or contract month because of price limits or "circuit breakers") may increase the risk of loss by making it difficult or impossible to affect transactions or liquidate/offset positions. If you have sold an option, this may increase the risk of loss.

Further, normal pricing relationships between the underlying interest and the option may not exist. The absence of an underlying reference price may make it difficult to judge "fair" value.

c. Deposited Cash and Property

You should familiarize yourself with the protections accorded to money and other property you deposit for domestic and foreign transactions, particularly in the event of a firm insolvency or bankruptcy. The extent to which you may recover your money or property may be governed by specific legislation or local rules. In some jurisdictions, property which had been specifically identifiable as your own will be prorated in the same manner as cash for purposes of distribution in the event of a shortfall.

d. Commission and Other Charges

Before you begin to trade, you should obtain a clear explanation of all commissions, fees and other charges for which you will be liable. These charges will affect your net profit (if any) or increase your loss.

e. Transactions in Other Jurisdictions

Transactions on markets in other jurisdictions, including markets formally linked to a domestic market, may expose you to additional risk. Such markets may be subject to regulation which may offer different or diminished investor protection. Before you trade, you should inquire about any rules relevant to your particular transaction. Your local regulatory authority will be unable to compel the enforcement of the rules of regulatory authorities or markets in other jurisdictions where your transactions have been affected. You should ask the firm with which you deal for details about the types of redress available in both your home jurisdiction and other relevant jurisdictions before you start to trade.

f. Currency Risks

The profit or loss in transactions in foreign currency-denominated contracts (whether they are traded in your own or another jurisdiction) will be affected by fluctuations in currency rates where there is a need to convert from the currency denomination of the contract to another currency.

g. Trading Facilities

Most open-outcry and electronic trading facilities are supported by computer-based component systems for the order routing, execution, matching, registration or clearing of trades. As with all facilities and systems, they are vulnerable to temporary disruption or failure. Your ability to recover certain losses may be subject to limits on liability imposed by the system provider, the market, the clearinghouse and/or member firms. Such limits may vary; you should ask the firm with which you deal for details in this respect.

h. Electronic Trading

Trading on an electronic trading system may differ not only from trading in an open-outcry market but also from trading on other electronic trading systems. If you undertake transactions on an electronic trading system, you will be exposed to risks associated with the system including the failure of hardware and software. The result of any system failure may be that your order is either not executed according to your instructions or is not executed at all. Your ability to cover certain losses which are particularly attributable to trading on a market using an electronic trading system may be limited to less than the amount of your total loss.

i. Off-Exchange Transactions

In some jurisdictions, and only then in restricted circumstances, firms are permitted to effect off-exchange transactions. The firm with which you deal may be acting as your counterparty to the transaction. It may be difficult or impossible to liquidate an existing position, to assess the value, to determine a fair price or to assess the exposure to risk. For these reasons, these transactions may involve increased risks.

Off-exchange transactions may be less regulated or subject to a separate regulatory regime. Before you undertake such transactions, you should familiarize yourself with applicable rules.

DERIVATIVES RISK DISCLOSURE STATEMENT

This risk disclosure statement does not disclose all of the risks and other significant considerations associated with trading in derivatives. In light of the variety of risks involved, you should undertake such transactions only if you understand the nature of the contracts, the contractual relationships into which you are entering and the extent of your exposure to risk. Trading in derivatives is not suitable for everyone and often entails a high level of risk. Trading in derivatives should be made with caution and you should carefully consider whether such transactions are appropriate for you in light of your personal and financial circumstances, investment needs and objectives, investment knowledge, risk profile, investment time horizon, and other relevant circumstances. You should consult with your own business, legal, tax and account advisers before engaging into such transactions.

You may lose more than the amount of funds deposited

A characteristic of many derivatives is that you are only required to deposit funds that correspond to a portion of your total potential obligations and yet your profits or losses are based on changes in the total value of the derivative. This inherent leverage characteristic means that losses incurred can greatly exceed the amount of funds deposited. A relatively small market movement will have a proportionately larger impact on the funds you have deposited or will have to deposit. Your dealer may require you to deposit additional funds on short notice to maintain your position as the value of the derivative changes. If you fail to deposit these funds, your dealer may close out your position at a loss without warning and you will be liable for any resulting deficit in your account.

Using borrowed funds carries greater risk

Using borrowed funds to finance a derivatives transaction involves greater risk than using cash resources only. If you borrow money, your responsibility to repay the loan and pay interest as required by its terms remains the same even if the value of the derivative declines.

Deposited cash and property

You should familiarize yourself with the protections accorded to money or other property you deposit for domestic and foreign transactions, particularly in the event of a firm insolvency or bankruptcy. The extent to which you may recover your money or property may be governed by specific legislation or local rules.

Commission and other charges

Before you begin to trade, you should obtain a clear explanation of all commission, fees and other charges for which you will be liable. These charges will affect your net profit (if any) or increase your loss.

Fluctuations in price or value

The price and value of derivatives can be adversely affected by volatile market conditions and such occurrences may significantly increase your risk exposure. There are a variety of market factors and conditions which can directly or indirectly affect derivatives such as market demand and supply, interest rate, foreign currency exchange rate, indices, commodity prices, equity prices, investor perception and other political or economic factors. Since derivatives are linked to one or multiple underlying interests, the price or value of the derivatives may also be subject to considerable fluctuations due to the risks associated with the underlying interest. The level of sensitivity of an underlying interest with specific market

conditions can have wide implications on the value of derivatives linked to that underlying interest. For example, when two or more factors are affecting one or more underlying interests of a derivative, its value may become unpredictable. A small movement in the price of one underlying interest can cause a sudden and large fluctuation in a derivative's value.

Hedging and risk management strategies

Hedging transactions may require constant monitoring. A failure to adjust your hedging transaction in light of changing market conditions may result in the position becoming either under-hedged or over-hedged and losses can ensue.

The placing of certain orders (e.g. "stop-loss" or "stop-limit" orders) which are intended to limit losses to certain amounts may not be effective because market conditions may make it impossible to execute such orders. Strategies using combinations of positions, such as "spread" and "straddle" positions may be as risky as taking simple "long" or "short" positions.

Listed derivatives

Under certain market conditions, you may find it difficult or impossible to liquidate or offset an existing position on a marketplace (e.g. buy-to-close or sell-to-close order). This can occur, for example, when the market reaches a daily price fluctuation limit ("daily price limit" or "circuit breakers").

You should ask your dealer about the terms and conditions of the specific derivatives which you are trading and associated obligations. Under certain circumstances the specifications of outstanding contracts may be modified by the marketplace or clearing house to reflect changes in the underlying interest.

Over-the-counter derivatives

Over-the-counter derivatives (OTC derivatives) trading is not done on a marketplace. Your dealer is your trading counterparty. When you sell, your dealer is the buyer and when you buy, your dealer is the seller. As a result, when you lose money trading, your dealer may be making money on such trades, in addition to any fees, commissions, or spreads it may charge.

An electronic trading platform for trading OTC derivatives such as contracts for difference and foreign exchange contracts is not a marketplace. It is an electronic connection for accessing your dealer. You are accessing that trading platform only to transact with your dealer. You are not trading with any other entities or clients of the dealer by accessing such platform. The availability and operation of any such platform, including the consequences of the unavailability of the trading platform for any reason, is governed only by the terms of your account agreement with the dealer.

You are limited to your dealer to offset or liquidate any trading positions since the transactions are not made on a marketplace. As such, it may be difficult or impossible to liquidate an existing position. The customized nature of certain OTC derivatives may also add to illiquidity.

The terms of OTC derivative contracts are generally not standardized, and the prices and characteristics are often individually negotiated with your dealer. A central source to obtain or compare prices may not exist. It may be difficult to assess the value, to determine a fair price or to assess the exposure to risk. You should ask your dealer about the terms and conditions of the OTC derivative contracts you are trading and understand the related rights and obligations.

CIRO · OCRI
Canadian Investment Regulatory Organization
Organisme canadien de réglementation des investissements

STRIP BONDS AND STRIP BOND PACKAGES
INFORMATION STATEMENT

We are required by provincial securities regulations to provide you with this Information Statement before you can trade in strip bonds or strip bond packages based on bonds of the Government of Canada, a Canadian province, or certain foreign governments or political subdivisions thereof. Please review it carefully.

Preliminary Note Regarding the Scope of this Information Statement

This information statement relates to strip securities that are based on bonds of the Government of Canada, a Canadian province, or certain foreign governments or political subdivisions thereof. Provincial securities regulations create an exemption from dealer registration and prospectus requirements for these types of securities.

Strip securities may also be based on Canadian corporate bonds. While some of the information in this Information Statement may also be relevant to corporate bond-based strips, corporate bond-based strips are outside the scope of this Information Statement. If you are planning to purchase a strip or strip package based on a corporate Canadian bond, please note that such securities are not governed by the regulations referred to above, but rather, may be subject to certain decisions issued by Canada's securities regulatory authorities exempting certain Canadian corporate bond-based strip securities from various regulatory requirements, including Section 2.1 of National Instrument 44-102 – *Shelf Distributions* and Section 2.1 of National Instrument 44-101 – *Short Form Prospectus Distributions*. See e.g. *RBC Dominion Securities Inc. et al.*, (2013) 36 OSCB 3867 (Apr. 8), online: www.osc.gov.on.ca/en/SecuritiesLaw_ord_20130411_2110_rbc-dominion.htm. Pursuant to each such decision, Canadian securities dealers file with the applicable Canadian securities regulatory authorities a short form base shelf prospectus and certain supplements thereto, pursuant to which certain Canadian corporate-bond based strip securities may be distributed on an on-going basis without a full prospectus (the "CARs[1] and PARs[2] Programme"). For each decision, the applicable shelf prospectus and its supplements may be found on the System for Electronic Document Analysis and Retrieval or "SEDAR" at www.sedar.com.

Risk and other disclosures relating to securities issued as part of the CARs and PARs Programme are set forth in the shelf prospectus and supplements published on SEDAR, and investors considering purchasing such securities are advised to consult these documents, since considerations unique to securities issued as part of the CARs and PARs Programme are not addressed herein.

[1] CARs are corporate strip bonds comprised of coupon and residual securities.
[2] PARs are a form of strip bond package where the coupon rate is reduced to current yields, thus allowing the package to be sold at par.

Strip Bonds and Strip Bond Packages ("Strips")

A strip bond—commonly referred to as a "strip"—is a fixed-income product that is sold at a discount to face value and matures at par. This means the holder is entitled to receive the full face value at maturity. Strips do not pay interest, but rather, the yield at the time of purchase is compounded semi-annually and paid at maturity. Since the return on a strip is fixed at the time of purchase, strips may be a suitable investment where the holder requires a fixed amount of funds at a specific future date.

A strip is created when a conventional debt instrument, such as a government or corporate bond, discount note or asset-backed security (i.e., the "underlying bond"), is separated into its "interest" and "principal" component parts for resale. Components are fungible and may be pooled together where they share the same issuer, payment date and currency and have no other distinguishing features. The two types of components may be referred to as follows:

- The "coupon": the interest-paying portion of the bond; and
- The "residual": the principal portion.

A strip bond package is a security comprised of two or more strip components. Strip bond packages can be created to provide holders with a regular income stream, similar to an annuity, and with or without a lump sum payment at maturity.[3] By laddering strips with staggered maturities or other payment characteristics, holders can strategically manage their cash flow to meet their future obligations and specific needs.

Strips vs. Conventional Bonds

Strips are offered on a variety of terms and in respect of a variety of underlying bonds, including government bonds issued by the Government of Canada or provincial, municipal and other government agencies, or a foreign government. CARs and PARs are examples of strips derived from high-quality corporate bonds. Some differences between strips and conventional bonds that you may wish to consider include the following:

- strips are sold at a discount to face value and mature at par, similar to T-bills. Unlike conventional interest-bearing debt securities, strips do not pay interest throughout the term to maturity; rather, the holder is entitled to receive a fixed amount at maturity. The yield or interest earned is the difference between the discounted purchase price and the maturity value; thus, for a given par value, the purchase price for a strip will typically be lower the longer the term to maturity;

- a strip with a longer term to maturity will generally be subject to greater price fluctuations than a strip of the same issuer and yield but with a shorter term to maturity;

- strips typically offer higher yields over T-Bills, GICs and term deposits, and over conventional bonds of the same issuer, term and credit rating;

[3] A bond-like strip bond package has payment characteristics resembling a conventional bond, including regular fixed payments and a lump-sum payment at maturity. In contrast, an annuity-like strip bond package provides regular fixed payments but no lump-sum payment at maturity.

- the higher yield offered by strips reflects their greater price volatility. Like conventional bonds, the price of a strip is inversely related to its yield. Thus, when prevailing interest rates rise, strip prices fall, and vice versa. However, the rise or fall of strip prices is typically more extreme than with conventional bonds of the same issuer, term and credit rating. The primary reason for this greater volatility is that no interest is paid in respect of a strip bond prior to its maturity;

- unlike conventional bonds that trade in $1,000 increments, strips may be purchased in $1 multiples above the minimum investment amount, thereby enabling a holder to purchase a strip for any desired face value amount above the minimum investment amount; and

- strips are less liquid than conventional bonds of the same issuer, term and credit rating: there may not be a secondary market for certain strips and strip bond packages, and there is no requirement or obligation for investment dealers or financial institutions to maintain a secondary market for strips sold by or through them; as a result, purchasers should generally be prepared to hold a strip to maturity, since they may be unable to sell it—or only able to sell it at a significant loss—prior to maturity.

Dealer Mark-ups and Commissions

When purchasing or selling a strip bond or a strip bond package, the prospective purchaser or seller should inquire about applicable commissions (mark-ups or mark-downs) when executing the trade through an investment dealer or financial institution, since such commissions will reduce the effective yield (if buying) or the net proceeds (if selling). Investment dealers must make reasonable efforts to ensure the aggregate price, inclusive of any mark-up or mark-down, is fair and reasonable taking into consideration all reasonable factors. Commissions quoted by investment dealers generally range between $0.25 to $1.50 per $100 of maturity amount of the strip, with commissions typically at the higher end of this range for small transaction amounts, reflecting the higher relative costs associated with processing small trades.

The table below illustrates the after-commission yield to a strip holder with different terms to maturity and assuming a before-commission yield of 5.5%. All of the yield numbers are semi-annual. For example, a strip bond with a term to maturity of one year and a commission of 25 cents per $100 of maturity amount has an after-commission yield of 5.229%. The before-commission cost of this particular strip bond will be $94.72 per $100 of maturity amount while the after-commission cost will be $94.97 per $100 of maturity amount. In contrast, a strip bond with a term to maturity of 25 years and a commission of $1.50 per $100 of maturity amount has an after-commission yield of 5.267%. The before-commission cost of this particular strip bond will be $25.76 per $100 of maturity amount while the after-commission cost will be $27.26 per $100 of maturity amount.[4]

[4] The purchase price of a strip bond may be calculated as follows:
Purchase Price = Maturity (Par) Value / (1 + y/2)2n
where "y" is the applicable yield (before or after commission) and "n" is the number of years until maturity. For example, the purchase price (per $100 of maturity value) for a strip bond that has a yield of 5.5% and 25 years until maturity is:
100/(1+0.0275)50 = $25.76.

Commission or dealer mark-up amount (per $100 of maturity amount)	Term to maturity in years and yield after commission or dealer mark-up (assuming a yield before commission of 5.5%)					
	1	2	5	10	15	25
$0.25	5.229%	5.357%	5.433%	5.456%	5.462%	5.460%
$0.75	4.691%	5.073%	5.299%	5.368%	5.385%	5.382%
$1.50	3.892%	4.650%	5.100%	5.238%	5.272%	5.267%

Prospective purchasers or sellers of strips should ask their investment dealer or financial institution about the bid and ask prices for strips and may wish to compare the yield to maturity of the strip, calculated after giving effect to any applicable mark-up or commission, against the similarly calculated yield to maturity of a conventional interest- bearing debt security.

Secondary Market and Liquidity

Strips may be purchased or sold through investment dealers and financial institutions on the "over-the-counter" market rather than on an exchange. Where there is an active secondary market, a strip may be sold by a holder prior to maturity at the prevailing market price in order to realize a capital gain or to access funds. However, liquidity may be limited for certain strip bonds and strip bond packages, and, as noted above, investment dealers and financial institutions are not obligated to maintain a secondary market for strips sold by or through them. **As a result, there can be no assurance that a market for particular strip bonds or strip bond packages will be available at any given time, and investors should generally be prepared to hold strips to maturity or run the risk of taking a loss.**

Other Risk Considerations

Potential purchasers of strips should conduct their own research into the term, yield, payment obligations and particular features of a strip prior to purchase. While not an exhaustive list, you may wish to consider some of the following potential risks:

Credit risk of the issuer – strips represent a direct payment obligation of the government or corporate issuer, thus any change to an issuer's credit rating or perceived credit worthiness may affect the market price of a strip, and the impact may be more severe than the impact on conventional bonds of the same issuer.

Interest rate risk – if interest rates rise, the market value of a strip will go down, and this drop in market value will typically be more severe than the drop in market value for the corresponding conventional bond from the same issuer for the same term and yield. If interest rates rise above

the yield of the strip at the time of purchase, the market value of the strip may fall below the original price of the strip.

Market and liquidity risk – strips are not immune to market or liquidity risks and may have specific terms and conditions that apply in the event of a market disruption or liquidity event. If liquidity is low, it may be difficult to sell a strip prior to maturity and there may be large spreads between the bid and ask prices. **There can be no assurance that a market for particular strip bonds or strip bond packages will be available at any given time.**

Currency risk – strips may pay out in a currency other than Canadian dollars. Currency fluctuations may enhance, nullify or exacerbate your investment gains or losses.

Component risk – you should ensure that you understand and are comfortable with the underlying components, terms, risks and features of a strip bond or strip bond package prior to purchase. For example, strips may be derived from asset-backed securities or callable or retractable bonds, and may have features such as inflation indexation or structured payments.

Price volatility – strips are generally subject to greater price volatility than conventional bonds of the same issuer, term and credit rating, and will typically be subject to greater price fluctuations in response to changes to interest rates, credit ratings and liquidity and market events. The table below shows the impact that prevailing interest rates can have on the price of a strip. For example, as indicated in the table below, an increase in interest rates from 6% to 7% will cause the price of a 5 year strip bond with a maturity value of $100 to fall by 4.73%—a larger percentage drop than for a $100 5 year traditional bond, whose price would fall only 4.16%, assuming the same increase in interest rates.

Market Price Volatility

Bond Type	Market Price	Market yield	Price with rate drop to 5%	Price change	Price with rate increase to 7%	Price change
6% 5 Year Bond	$100.00	6.00%	$104.38	+ 4.38%	$95.84	- 4.16%
5 Year Strip Bond	$74.41	6.00%	$78.12	+ 4.99%	$70.89	- 4.73%
6% 20 Year Bond	$100.00	6.00%	$112.55	+ 12.55%	$89.32	- 10.68%
20 Year Strip Bond	$30.66	6.00%	$37.24	+ 21.49%	$25.26	-17.61%

Custodial Arrangements

Due to the high risk of forgery, money laundering and similar illegal activities—and the costs associated with such risks—with physical strips and bearer instruments, most investment dealers and financial institutions will only trade or accept transfer of book-based strips. CDS Clearing and Depository Services Inc. ("CDS") provides strip bond services, including book-based custodial services for strips and underlying bonds. Custodian banks or trust companies may also create and take custody of strips that are receipt securities, and may permit holders to obtain a registered certificate or take physical delivery of the underlying coupon(s) or residue(s). However, if the holder decides to take physical delivery, he or she should be aware of the risks,

including the risk of lost ownership, associated with holding a bearer security which cannot be replaced. In addition, the holder should be aware that the secondary market for physical strips may be more limited than for book-based strips due to the risks involved. Investors in strip components held by and at CDS are not entitled to a physical certificate if the strips are Book Entry Only.

Canadian Income Tax Summary

The Canadian income tax consequences of purchasing strip bonds and strip bond packages are complex. Purchasers of strip bonds and strip bond packages should refer questions to the Canada Revenue Agency (http://www.cra-arc.gc.ca/) or consult their own tax advisors for advice relating to their particular circumstances.

The following is only a general summary regarding the taxation of strip bonds and strip bond packages under the *Income Tax Act (Canada)* (the "Tax Act") for purchasers who are residents of Canada and hold their strip bonds and strip bond packages as capital property for purposes of the Tax Act. The following does not constitute legal advice.

Qualified Investments

Strip bonds and strip bond packages that are issued or guaranteed by the Government of Canada or issued by a province or territory of Canada are "qualified investments" under the Tax Act and are therefore eligible for purchase by trusts governed by registered retirement savings plans, registered retirement income funds, registered education savings plans, deferred profit sharing plans, registered disability savings plans and tax-free savings accounts ("Registered Plans"). Depending on the circumstances, strip bonds issued by corporations may also be "qualified investments" for Registered Plans.

Annual Taxation of Strip Bonds

The Canada Revenue Agency takes the position that strip bonds are a "prescribed debt obligation" within the meaning of the Tax Act. Consequently, a purchaser will be required to include in income in each year a notional amount of interest, notwithstanding that no interest will be paid or received in the year. Strips may therefore be more attractive when purchased and held in non-taxable accounts, such as self-directed Registered Plans, pension funds and charities.

In general terms, the amount of notional interest deemed to accrue each year will be determined by using the interest rate which, when applied to the total purchase price (including any dealer mark-up or commission) and compounded at least annually, will result in a cumulative accrual of notional interest from the date of purchase to the date of maturity equal to the amount of the discount from face value at which the strip bond was purchased.

For individuals and certain trusts, the required accrual of notional interest in each year is generally only up to the anniversary date of the issuance of the underlying bond. For example, if a strip bond is purchased on February 1 of a year and the anniversary date of the issuance of the underlying bond is June 30, only five months of notional interest accrual will be required in the year of purchase. However, in each subsequent year, notional interest will be required to be accrued from July 1 of that year to June 30 of the subsequent year (provided that the strip bond is still held on June 30 of the subsequent year).

In some circumstances the anniversary date of the issuance of the underlying bond may not be readily determinable. In these circumstances individual investors may wish to consider accruing notional interest each year to the end of the year instead of to the anniversary date.

A corporation, partnership, unit trust or any trust of which a corporation or partnership is a beneficiary is required for each taxation year to accrue notional interest to the end of the taxation year and not just to an earlier anniversary date in the taxation year.

Disposition of Strip Bonds Prior To Maturity

A purchaser who disposes of a strip bond prior to, or at, maturity, is required to include in the purchaser's income for the year of disposition notional interest accrued to the date of disposition that was not previously included in the purchaser's income as interest. If the amount received on a disposition exceeds the total of the purchase price and the amount of all notional interest accrued and included in income, the excess will be treated as a capital gain. If the amount received on disposition is less than the total of the purchase price and the amount of all notional interest accrued and included in income, the difference will be treated as a capital loss.

Strip Bond Packages

For tax purposes, a strip bond package is considered a series of separate strip bonds with the income tax consequences as described above applicable to each such component of the strip package. Thus a purchaser of a strip bond package will normally be required to make a calculation in respect of each component of the strip bond package and then aggregate such amounts to determine the notional interest accrued on the strip bond package. As an alternative, in cases where the strip bond package is issued at or near par and is kept intact, the Canada Revenue Agency will accept tax reporting that is consistent with reporting for ordinary bonds (i.e., reported on a T5 tax slip as accrued interest where it is matched by cash flow), including no obligation to report premium or discount amortization where the strip bond package is subsequently traded on the secondary market.

* *

CIPF

Canadian Investor Protection Fund

Canadian Investor Protection Fund



WHAT DOES THE CANADIAN INVESTOR PROTECTION FUND DO FOR INVESTORS?

If you have an account with a member firm, and that firm fails, CIPF works to ensure that any property being held for you by the firm at that time is given back to you, within certain limits. Property can include cash and securities.

To help you get started, a list of the initial steps that you may wish to take if your firm fails is available on CIPF's website at www.cipf.ca.

What does CIPF cover?

CIPF COVERS:

Missing property – This is property held by a member firm on your behalf that is not returned to you following the firm's insolvency. Missing property can include:

- cash
- securities
- other property described in CIPF's Coverage Policy

A "security" is a type of financial instrument. Some examples of securities are: bonds, GICs (guaranteed investment certificates) and shares or stock of a company. A share or stock is an ownership interest in a company issued by that company. The company or other legal entity that issues the securities is often called the "issuer" of the securities.

CIPF DOES NOT COVER:

Not all losses that may arise are covered by CIPF. For example, CIPF does not cover losses resulting from any of the following:

- a drop in the value of your investments for any reason
- investments that were not suitable for you
- fraudulent or other misrepresentations that were made to you
- misleading information that was given to you
- important information that was not disclosed to you
- poor investment advice
- the insolvency or default of the company or organization that issued your security (the entity that you invested in)
- other exclusions identified in the CIPF Coverage Policy

DOES CIPF GUARANTEE THE VALUE OF YOUR INVESTMENT?

No. CIPF does not guarantee the value of your property.

EXAMPLE OF HOW CIPF COVERAGE WORKS

If you bought one hundred shares of Company X at $50 per share through a member firm, and the share value on the day of the member firm's insolvency was $30, CIPF's objective would be to ensure the return of the one hundred shares to you because that's the property in your account at the date of insolvency. If the one hundred shares are not returned to you, CIPF would provide compensation based on the value of the missing shares on the day of the member firm's insolvency. In this example, that's $30 per share.

WHO PAYS FOR THIS COVERAGE AND HOW DO I GET IT?

You're automatically eligible for coverage if you have an account with a member firm that is used solely for investing in securities or in futures contracts. And because CIPF is funded by its member firms, you do not pay a fee for CIPF protection. Non-residents and non-citizens are eligible for coverage.

WHO ARE CIPF MEMBER FIRMS?

Member firms are investment dealers that are members of IIROC (Investment Industry Regulatory Organization of Canada). Approximately 170 investment dealers across Canada are CIPF members. Please see CIPF's website for a list.

WHAT ARE THE COVERAGE LIMITS?

CIPF will provide compensation for the value of the missing property as at the date of insolvency, up to the limits prescribed in the CIPF Coverage Policy.

For an individual holding one or more accounts with a member firm, the limits on CIPF protection are as follows:

- $1 million for all general accounts combined, plus
- $1 million for all registered retirement accounts combined, plus
- $1 million for all registered education savings plans (RESPs) combined.

The limits of coverage for other types of clients are outlined on CIPF's website.

All coverage by CIPF is subject to the terms and conditions of the CIPF Coverage Policy and Claims Procedures.

Get CIPF Protection – Invest with an IIROC Regulated Member

IMPORTANT
This is a copy of the official CIPF brochure that has been obtained from the CIPF website. The official brochure can be obtained from any CIPF member. This is one way to ensure that you are dealing with a CIPF member.

Check the Member Directory on CIPF's website to confirm you are dealing with a member of the Canadian Investor Protection Fund.

CIPF
Canadian Investor Protection Fund

Canadian Investor Protection Fund
100 King Street West, Suite 2610, Box 481
Toronto, Ontario, Canada M5X 1E5

For more information on CIPF, please visit www.cipf.ca or call toll-free at 1.866.243.6981 or 416.866.8366 or e mail: info@cipf.ca.

Cette publication est disponible en français.
© December 2016

CIRO · OCRI

Canadian Investment Regulatory Organization

Organisme canadien de réglementation des investissements

Opening an Investment Account

A Guide for Investors



Opening an account through an advisor

“Why so many questions?”

Firms and individuals working with you must make recommendations suitable to your circumstances.

Before proposing any investments or activity, your advisor must work with you to determine what types of investments fit your immediate and long-term financial needs. The “know-your-client” standard is important for investor protection.

Your advisor should ask:

- What is your investing experience?
- What is your financial situation?
- What is your investing time horizon?
- What are your investment goals?
- How much risk are you able and willing to tolerate?
- Would you like to appoint a TCP?

You should ask your advisor:

- Are you registered with a firm?
- What are your qualifications?
- What is your investment approach?
- How are you compensated?
- What kind of products can you sell?

Naming a Trusted Contact Person (TCP)

A TCP acts like an emergency contact for your account, although they cannot make financial decisions or account changes.

A TCP should be an individual you trust and can help safeguard your assets when there is an emergency or potentially suspicious activity.

Keeping your information up to date

Your advisor is required to keep your information current and should check in with you periodically to confirm its accuracy (at least once every 3 years). As a best practice, you should also keep your advisor up to date on any changes.

Always check advisor registration



CIRO’s AdvisorReport



CSA’s National Registration Search

Opening an account on your own (Do-It-Yourself)

“What does it mean to DIY?”

Do-it-yourself (DIY) investing is a method in which individual investors choose to build and manage their own portfolios. It is also known as self-directed investing.

Do-it-yourself investors commonly utilize discount brokerages and investment account platforms.

These dealers are not permitted to provide their clients with investment recommendations.

What information do I provide?

Dealers allowing DIY are exempt from determining suitability and do not need to collect all personal information.

However, these firms still need to obtain certain client financial information in order to meet their account appropriateness assessment, anti-money laundering and other obligations.

Information you need to provide

To meet CIRO, tax and legal requirements, and to protect against money laundering and fraud, advisors/firms must obtain certain personal information when you open an account, including:

- Your full legal name
- Social Insurance Number
- Your citizenship
- Spousal information
- Home address
- And more

To prove your information

To validate this information, you may be asked to provide the following:

- Passport
- Driver’s license
- Proof of citizenship
- Birth certificate (if under 21)

Sign here

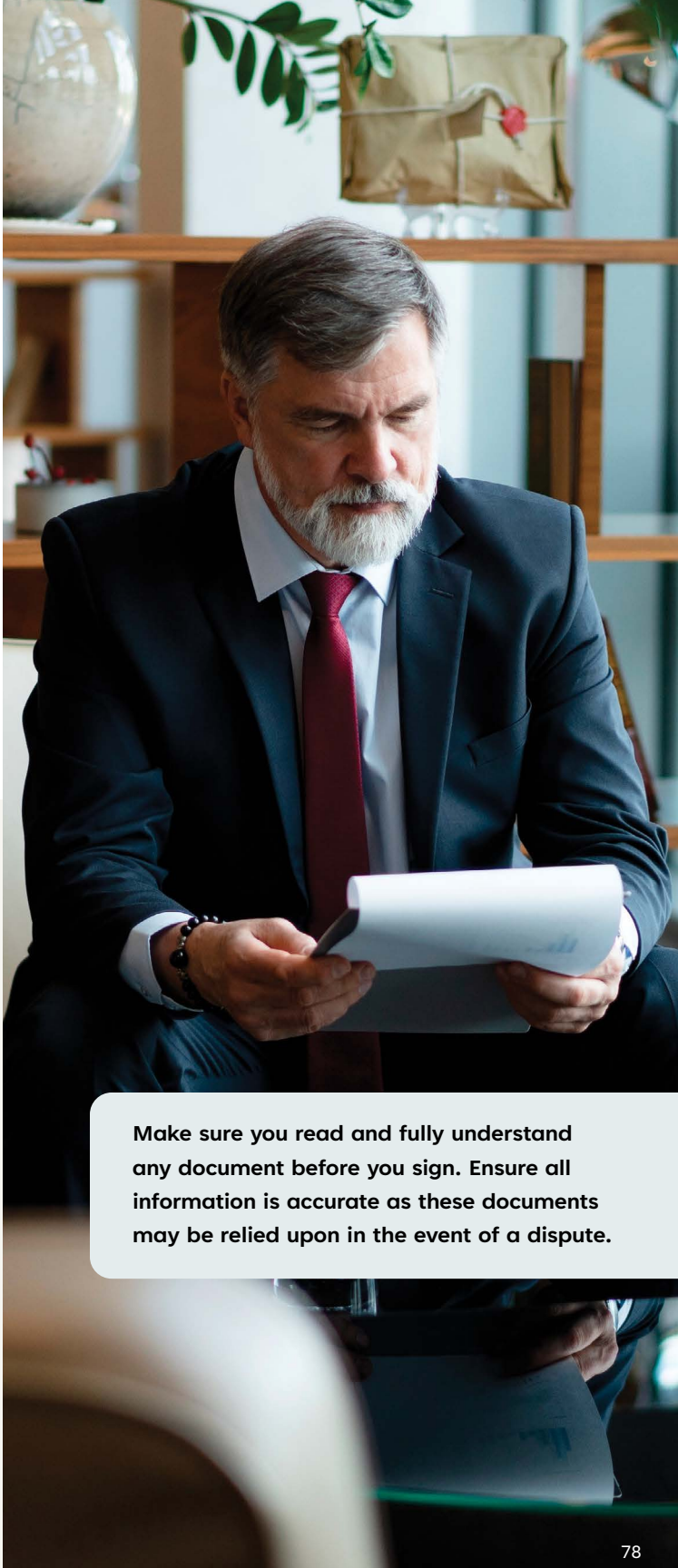
You’ll be asked to provide a signature (electronic or physical) on several documents to consent to use email, specify info you want to receive, and more.

Information you need to receive

- CIRO brochures:
  - “How CIRO Protects Investors”
  - “How to Make a Complaint”
- Relationship Disclosure Agreement, which outlines the firm’s products and services, fee structure, and more.
- Service or referral fees
- Risks of Borrowing to Invest

Privacy

Under federal and/or provincial privacy legislation requirements, you must be provided with the firm’s privacy statement, which sets out when and how your firm may use your personal information.



Make sure you read and fully understand any document before you sign. Ensure all information is accurate as these documents may be relied upon in the event of a dispute.

CIRO · OCRI

Canadian Investment Regulatory Organization

Organisme canadien de réglementation des investissements

"CIRO works to protect investors. Opening an investment account with a CIRO Member is an important first step in your investing journey."

If you're not sure about something, ask your advisor, the firm, or CIRO at 1-877-442-4322.

ciro.ca

You invest. We protect.

CIRO · OCRI

Canadian Investment Regulatory Organization

Organisme canadien de réglementation des investissements

How CIRO protects investors



You are opening an account with a firm regulated by the Canadian Investment Regulatory Organization (CIRO). CIRO regulates the activities of Canadian investment dealers and mutual fund dealers and the advisors they employ.

CIRO works to protect investors. Here is how:

Rules and Standards

CIRO sets rules for the firms and advisors we regulate, from conduct rules regarding the handling of your account to capital requirements to reduce the risk of a firm insolvency to how your firm trades on a marketplace. These rules protect investors like you.

Oversight

We conduct regular reviews of all firms to make sure they comply with our rules. We also monitor the trading activity of all Canadian marketplaces. We can take disciplinary action if firms or their advisors break our rules.

Registration and Education Requirements

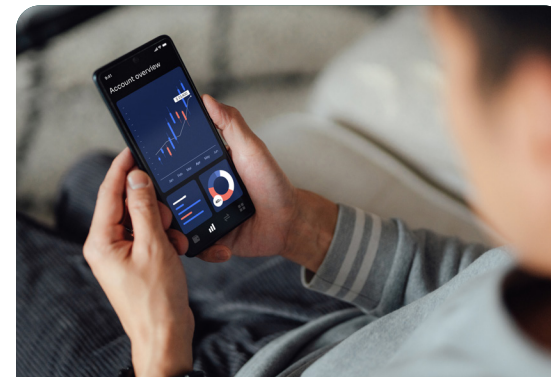
Advisors registered with a CIRO regulated firm must pass background checks and specific education requirements before they become registered. They must also meet continuing education requirements to keep their knowledge up to date.

Putting Your Interests First

If you are receiving investment advice, your advisor must first work with you to understand your personal and financial circumstances, investment needs and objectives, risk profile and investment time horizon. Any investment recommendation your advisor makes must be suitable for you and put your interests first.

Keeping You Informed

Your firm must keep you informed about your investments with regular account statements and periodic reports on the fees and charges you pay and the performance of your investments.



Addressing Your Complaints

You can complain directly to your firm and they must address your complaint fairly. You can also complain directly to CIRO if you feel there has been misconduct in the handling of your account and we can investigate and, if necessary, take disciplinary action.

Ombudsman

If you are not satisfied with your firm's response to your complaint, you can also complain to the Ombudsman for Banking Services and Investments.
Learn more at **obsi.ca**

CIPF Protection

Your account is eligible for CIPF protection if your CIRO regulated firm becomes insolvent.
Learn more at **cipf.ca**

Questions?

Contact us:
1-877-442-4322

ciro.ca

CIRO · OCRI

Canadian Investment Regulatory Organization

Organisme canadien de réglementation des investissements

How to Make A Complaint





About CIRO

CIRO regulates the activities of Canadian investment dealers and mutual fund dealers and the advisors they employ. CIRO sets rules for the firms and advisors we regulate and monitors the trading activity on all Canadian marketplaces. We can take disciplinary action if firms or their advisors break our rules. CIRO is overseen by the provincial and territorial securities regulators.

Here is what you need to know if you have a complaint about your advisor or investment firm regulated by CIRO.

You Can Make a Complaint to Your Investment Firm

Clients of a firm regulated by CIRO who are not satisfied with a financial product or service can make a complaint to the firm and seek resolution of the problem. The firm must follow our rules for handling client complaints and address your complaint promptly and fairly. You can find your firm's contact information on your account statement and your firm's complaint handing procedures on their website.

Learn more at **ciro.ca** about how to make a complaint, where you can get help and your options for seeking compensation.

CIRO · OCRI
Canadian Investment Regulatory Organization
Organisme canadien de réglementation des investissements

You Can Also Complain Directly to CIRO

If you feel there has been misconduct in the handling of your account we want to hear from you. You can complain to CIRO directly and we can investigate to determine if your advisor or firm has broken our rules and, if necessary, take disciplinary action. Disciplinary action can include fines or suspensions for firms or advisors that have broken our rules. You can make a complaint to CIRO, at any time, whether or not you have complained to your firm. However, CIRO does not order compensation to investors. If you are seeking compensation, the first step is to make a complaint to your investment firm. You can also consider the options described on the pages that follow.

We can be contacted by:

1. Completing the easy and convenient online complaint form at ciro.ca
2. By telephone at 1-877-442-4322
3. Fax at 1-888-497-6172
4. 40 Temperance Street, Suite 2600
   Toronto, ON M5H 0B4

Examples of Complaints We Investigate

Your firm or advisor:

- Recommended investments that were too risky for you;
- Made trades in your account without your permission or used your funds in ways that you were unaware of;
- Charged you fees that were not explained to you;
- Signed forms on your behalf without your knowledge.

Learn more at **ciro.ca** about how to make a complaint, where you can get help and your options for seeking compensation.

If You Are Seeking Compensation
You Have Options



The Ombudsman for Banking Services and Investments (OBSI)

If you do not receive a response from your investment firm within 90 days* or you are not satisfied with the firm's response you can go directly to OBSI. OBSI is Canada's free, independent and impartial service for resolving investment and banking disputes with participating firms. CIRO requires all the investment firms it regulates to take part in the OBSI process. OBSI can recommend compensation up to $350,000, but currently its decisions are not legally binding. **You have 180 days to bring your complaint to OBSI after receiving a response from your investment firm. If your firm has not responded within 90 days*, then you can take your complaint to OBSI without your firm's response.**

You can contact OBSI at:

1. 1-888-451-4519
2. ombudsman@obsi.ca
3. obsi.ca
4. 20 Queen Street West, Suite 2400
   P.O. Box 8
   Toronto, ON M5H 3R3

*For Quebec residents, the firm has 60 days to respond. This deadline may be extended to 90 days in exceptional circumstances.

Other Options

Going to Court

You can hire a lawyer to take legal action or to assist you with your complaint, however this can be an expensive option. There are also time limits on legal action, which vary by province or territory. Once the time limit expires you may not be able to pursue your claim.

Arbitration

Arbitration is a process where a qualified arbitrator, chosen in consultation with both you and the investment firm, hears both sides and makes a final, legally binding decision about your complaint. This option is available if your CIRO firm is an investment dealer. There are costs to using arbitration, though often less than going to court. The arbitrator acts like a judge and reviews facts presented by each side of the dispute. Either side can choose to be represented by a lawyer, though this is not required. Arbitrators in the CIRO arbitration program can award up to $500,000.

Learn more at **ciro.ca** about how to make a complaint, where you can get help and your options for seeking compensation.

Provincial and Territorial Securities Regulators

Quebec

If you live in Quebec, in addition to the options previously described, you can use the free services of the **Autorité des marchés financiers** (AMF). If you are dissatisfied with the firm's handling of the complaint or the outcome, you can request to have the complaint examined by the AMF. The AMF will assess the complaint and may offer conciliation and mediation services, though firms are not required to participate.

If you think you are a victim of fraud, fraudulent tactics or embezzlement, you can contact the AMF to see if you meet the eligibility to submit a claim to the Fonds d'indemnisation des services financiers ("Financial Services Compensation Fund"). Up to $200,000 can be payable for an eligible claim.

For more information on the AMF:

1. 1-877-525-0337
2. lautorite.qc.ca/en



Other Provinces or Territories

Some provincial or territorial securities regulators can, *in certain cases*, seek an order that a person or company that has broken securities law pay compensation to harmed investors who make a claim. These orders are enforced similar to court judgments.

Access the link to your provincial or territorial securities regulator by visiting the following Canadian Securities Administrators page: **securities-administrators.ca/about/contact-us**

Learn more at **ciro.ca** about how to make a complaint, where you can get help and your options for seeking compensation.

CIRO · OCRI

Canadian Investment Regulatory Organization

Organisme canadien de réglementation des investissements

Your complaint matters. It helps to ensure you are treated fairly and can help CIRO better protect investors now and in the future.

Learn more about how to make a complaint, where you can get help and your options for seeking compensation.

ciro.ca