

# Relationship Disclosure Information

As of December 31, 2022

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In this document we provide important information concerning the relationship between Forstrong Global Asset Management Inc. and you, our client. To clarify, when the terms “we”, “us”, “our”, the “firm” or “Forstrong” are used in this document, we mean Forstrong Global Asset Management Inc. When we refer to “you” or “your” we are referring to you as the holder or joint holder of an account managed by us on a discretionary basis (an “Account”) and when applicable, anyone authorized to give instructions in respect of the Account. When we refer to “Forstrong Funds” or the “Funds” we are referring to investment funds managed by Forstrong.

This document has been provided to you in connection with your opening an Account with us and before we have provided advisory services to you or purchased or sold a security on behalf of your Account. If there is a significant change to the information contained in this document, we will provide you with updated information in writing as soon as reasonably possible.

## Products and Services Offered

Forstrong acts as a portfolio manager for individuals, corporations, trusts, estates, institutions, pension funds, and not-for-profit organizations.

We work with each client to establish a written Investment Policy Statement (“IPS”) or other similar document. An IPS details the client’s investment goals and objectives and describes the strategies and investment guidelines that we will incorporate to meet those objectives, and typically includes details as to asset allocation, risk tolerance parameters, liquidity requirements, as well as any unique circumstances or investment restrictions of the client.

Once an IPS and investment portfolio suitability has been established, our portfolio managers assume discretionary responsibility for building, managing and monitoring the investment portfolio of your Account in accordance with the portfolio design guidelines set out in the IPS. Our services include the design of portfolio models, the selection of suitable individual securities for recommended portfolios and/or suitable Forstrong Funds, purchases and sales of securities and dealing with such matters as redemptions, subscriptions, and conversion privileges and any other changes relevant to the Account, as well as arranging with the custodian for the disbursement or reinvestment of income.

Forstrong’s portfolio models are available to clients either in a separately managed account form or through Forstrong’s Funds. Unless otherwise established with you in your IPS, segregated portfolios are constructed exclusively with ETFs. Smaller Accounts are typically invested in Forstrong Funds and Accounts greater than \$1,000,000 may be invested in a separately managed account at Forstrong’s discretion. Forstrong’s Funds may be used for all, or a portion of, a client’s portfolio in accordance with their IPS.

Smaller Accounts in particular are typically invested in Forstrong Funds because investing in this manner may allow for greater diversification to be achieved and may also serve to lower trading/brokerage costs otherwise payable individually. The Forstrong Funds are considered to be proprietary products and connected issuers of the firm. Information in respect to the conflicts of interest this presents is detailed herein.

The individual securities purchased by the Forstrong Funds, as well as the securities purchased by Forstrong directly on behalf of separately managed account clients, are non-proprietary to Forstrong in that they are securities of third-party issuers.

The securities we invest in are publicly traded and liquid. By exception, if we were to purchase a private and/or less liquid security for a client's account, we would take that factor into consideration as part of our determination as to whether the security is suitable for the client.

## **Your Managed Account with Forstrong**

Discretionary accounts are managed with complete discretion by our portfolio managers in accordance with the terms of the Investment Management Agreement entered into between you and us and the IPS that has been established for your Account.

In certain circumstances, we may not have discretionary authority over certain types of investments held by you. In such circumstances, this fact will be noted in a waiver that will be part of the Investment Management Agreement, IPS or other documentation in relation to your Account. We will only transact on those investments based on your instructions.

## **Know-Your Client Information and Suitability**

We collect “know-your-client” (“KYC”) information from you at the time you open your Account with us. This includes information about your personal financial circumstances, investment objectives, investment time horizon, general investment knowledge and experience and tolerance and capacity for risk. In addition, we will collect information as to whether you are deemed a corporate “insider” and whether you have unique personal circumstances that may be relevant, as well as whether or not you may be a “politically exposed person” or the “head of an international organization”. We consider our collection of your KYC information as part of our obligation to determine that any investment action we take, recommend or decide on for you, is suitable for you and puts your interests first. Maintaining up-to-date KYC information is essential to our relationship. Whether it is part of in-person

meetings, through phone calls or through the use of a KYC update questionnaire, we take reasonable steps to review and reassess your KYC information on an annual basis to verify that your portfolio model recommended by us as documented in your IPS remains in line with your circumstances. Should there be any changes to your KYC information during the year, it is your responsibility to promptly let us know.

All personal, confidential information we receive from you will be treated in accordance with our privacy policy, a copy of which is enclosed as Schedule A to this document.

## **Tax Information**

Under the Intergovernmental Agreement for the Enhanced Exchange of Tax Information under the Canada-U.S. Tax Convention entered into between Canada and the United States (the “IGA”), as well as under other applicable international and Canadian legislation, we are required to report certain information with respect to clients and investors in our funds who are U.S. residents and U.S. citizens (including U.S. citizens who are residents or citizens of Canada) and certain other “U.S. persons” as defined under the IGA (excluding registered plans such as RRSPs), as well as similar-type information in respect to residents or citizens of certain other countries, to the CRA. The CRA will then exchange the information with the U.S. Internal Revenue Service pursuant to the provision of the Canada-U.S. Income Tax Treaty, or to other international tax authorities pursuant to applicable legislation in those jurisdictions. In order to comply with these requirements, we will collect certain information from you at the time you open your Account and at other times as needed.

## **Canadian Anti-Spam Legislation**

Under Canada’s anti-spam legislation, we are required to obtain your consent to send you emails and other electronic messages. We will typically seek this consent from you at the time you open your Account with us. You may withdraw your consent at any time by selecting the unsubscribe link within the electronic communications you will have received from us.

## **Custody of Your Assets**

Forstrong does not hold physical custody of your investment assets. For your protection, your assets must be segregated and held by a custodian that is subject to regulatory oversight, minimum capital, and insurance requirements. Custodians may register securities in their name, but you are the beneficial owner of those securities.

If you are invested in the Forstrong Funds, you own units of the Fund and those units are recorded in your name on the books and records of International CIBC Mellon, the Funds' record-keeper. The Funds have a custodian and when they invest in securities, they register those securities in the name of the Funds' custodian, CIBC Mellon Trust Company of Canada, according to the custody and record keeping arrangements disclosed in the subscription documents of the Funds.

If you invest in segregated securities (including individual ETFs) with Forstrong, a custodian is required to custody those assets. Depending on the client's circumstances we recommend and use the custody services of Fidelity Canadian Clearing Inc. ("Fidelity"). Alternatively, National Bank Financial ("NBF") can serve as custodian. NBF's custodian services are provided through its National Bank Independent Network division ("NBIN"), which is an indirect, wholly owned subsidiary of National Bank of Canada. As such, it is Fidelity or NBIN that holds in custody and duly identifies in its books and records, whether in nominee or in client name, the cash and securities in your Account over which Forstrong has discretionary trading authority.

Fidelity and NBIN are each "qualified custodians" under applicable securities law and are each registered as an Investment Dealer regulated by the Investment Industry Regulatory Organization of Canada ("IIROC"). Fidelity and NBIN are also each independent of Forstrong. In limited circumstances for large institutional accounts, an alternative custodian may be used. We consider the reputation, financial stability, relevant internal controls, operational efficiency, and ability to deliver the services necessary for our investment strategies for any custodian we recommend. As your portfolio manager, we are granted exclusive discretionary trading authority over your Account held at the custodian. We are responsible to determine whether or not any investment action we take, recommend or decide on for you, is suitable for you and puts your interests first. We do not have authority to withdraw or transfer account holdings other than as provided below under the caption "Access to Your Assets" below.

Your custodian is responsible for settling trades, collecting all proceeds, income or distributions from securities held, notifying Forstrong of matters affecting securities, such as corporate action notices, keeping a separate record for each account and tax reporting and is directly responsible to you for performance of these services.

Appointing a custodian to hold your Account is intended to enhance the protection of your assets. However, because of the range of possible scenarios involving the insolvency of your custodian, or any of its material affiliates, it is impractical to generalize about the potential effect of the custodian's insolvency on your Account. You should assume that the bankruptcy or insolvency of your custodian, a sub-custodian or any of their respective material affiliates may result in a loss of your assets and/or cause a delay in the payment of withdrawal proceeds. Additional risk factors include, without limitation, the

risk of potential loss in the event of a breakdown in your custodian’s information technology systems, a material cybersecurity incident involving your custodian, or if any of your custodian’s representatives are involved in fraudulent acts, willful misconduct or are grossly negligent.

Accounts custodied by either Fidelity or NBIN are covered by the Canadian Investor Protection Fund (“CIPF”). CIPF safeguards your assets from the insolvency or bankruptcy of an IIROC member firm, subject to conditions and limits. You can find more information at <https://www.cipf.ca>.

## Access to Your Assets

Forstrong has trading authority over your Account assets held by the custodian which allows us to buy, sell and settle trades for securities on your behalf in accordance with your Investment Management Agreement. We may in limited circumstances also have access to your Account assets held by the custodian where you have granted Forstrong written authorization. Those circumstances may include:

- if you have granted Forstrong authority to transfer funds from your Account to your bank account or to a third-party (for pre-existing arrangements only), including the Canada Revenue Agency;
- to make withdrawals from your Account to pay Forstrong’s investment management fees; and
- if you have granted Forstrong authority to transfer assets between your Accounts held at Forstrong.

Forstrong is not authorized to transfer securities or funds into or out of your Account in any other circumstances, unless otherwise agreed by you in writing. Granting Forstrong access to your assets, even in the limited circumstances set out above, exposes you to a potential risk of loss: (i) if there is a breakdown in our information technology systems, or (ii) due to fraud, willful or reckless misconduct, negligence, or error of Forstrong or its personnel. To reduce the risk of loss, Forstrong has strict operational controls and is required under securities laws to maintain bonding or insurance with certain prescribed clauses.

## Fees and Operating Expenses

In consideration for managing the investments in your Account, we will receive the management fee as established in the Investment Management Agreement you have entered into with us and as calculated in accordance with the terms thereof. This fee is subject to all applicable sales and other taxes. Subject to any additional requirements under securities legislation, we will not impose any new operating charges in respect of your Account or increase the amount of any existing operating charge unless written notice is provided to you at least 60 days before the date on which the imposition or increase becomes effective. Aside from that ongoing management fee, unless otherwise established in writing between us, we do not charge additional fees to open, operate or maintain an Account.

However, if your Account holds individual securities (i.e., a segregated portfolio) or your Account is held at a custodian, you may also be charged certain fees or expenses by third parties who provide services in relation to your Account, including by the custodian that holds securities for the Account and the brokers or dealers who execute securities transactions for your Account. The fees and expenses charged to you by these parties will vary from time to time and will be deducted from your Account. Additionally, if you are working with a financial planner or investment counselor to manage your wealth, you may be charged a fee for these services in relation to your Account. The fees and expenses charged by your financial planner or investment counselor, as the case may be, will vary from time to time and will be deducted from your Account if authorized by you.

If we invest some or all of the assets of your Account in Forstrong Funds, you will receive a “no fee” class of units. Accordingly, you will continue to only pay the management fee set in your Investment Management Agreement, and the firm will not collect a management fee at the Fund level in respect of the units held in your Account. We note that certain actions in relation to the purchase and redemption of your investment in an individual Forstrong Fund may be subject to a short-term trading fee, a full description of which can be found in the offering document for each Forstrong Fund.

Unless otherwise established with you in your IPS, segregated portfolios are constructed exclusively with ETFs. To the extent you hold ETF units (or other types of third-party funds) in your Account, you should be aware that the third-party manager of the relevant ETF (or other fund) is typically paid an investment management fee by the ETF (or other fund), and you will indirectly bear a portion of this fee as a unitholder of the ETF (or other fund). As a unit holder of a Forstrong Fund or a third-party fund, you will also indirectly bear a portion of the fund expenses chargeable and paid by the relevant fund.

The payment of fees and expenses from your Account assets effects the return that could otherwise be earned on your Account due to compounding interest. Compound interest is a process by which interest



is earned on the principal balance in an account. If this interest earned is retained and reinvested into the principal balance of the account, it thereby generates incremental interest on the prior interest generated in the account. That is, compounding refers to generating earnings on previous earnings. The effect of paying fees or expenses out of your Account assets is to reduce the principal balance of the Account. Therefore, the effect of paying fees and expenses is the cost of the fees and expenses themselves in addition to the fact that there is less principal in the Account subject to the effects of compounding returns in the future.

Forstrong does not receive, or expect to receive, benefits from any third-party in connection with a client's purchase or ownership of a security through the firm.

## **Account Statements and Electronic Delivery**

You will receive quarterly account statements, which include a performance report, from us. Additionally, we will provide you with a Report on Charges and Other Compensation and an Investment Performance Report on an annual or more frequent basis in our discretion.

The Report on Charges and Other Compensation shows the amount of fees and compensation we have received from you during the relevant period. The Investment Performance Report will provide rate of return information in respect each of your Account (s). The Investment Performance Report is designed to help you see how your portfolio with us is performing and how that performance relates to your long-term financial goals.

Additionally, to the extent a transaction has been made for your Account in the relevant month (other than a transaction made under an automatic withdrawal plan or an automatic payment plan, including a dividend reinvestment plan), you will receive a monthly statement from the custodian. You will also receive quarterly account statements from the custodian in respect of each Account.

**AS SET OUT IN SCHEDULE B, UNLESS YOU PROVIDE EXPRESS WRITTEN NOTIFICATION THAT YOU WISH TO RECEIVE ACCOUNT STATEMENTS, OTHER REPORTING AND FINANCIAL INFORMATION IN HARD COPY, DOCUMENTS TO BE DELIVERED BY US TO YOU WILL BE DELIVERED ELECTRONICALLY.**

## Use of Benchmarks

An investment performance benchmark is a standard against which the performance of investments may be compared. By comparing your investment to an appropriate benchmark, you can see how your investment performed compared to the market or industry sector in general. An appropriate benchmark should reflect a similar asset class, industry sector and/or risk level in order to be comparable to the investment of which you are assessing the performance.

Forstrong provides composite performance benchmark details for each of the Forstrong Funds and the firm's portfolio models. The composite performance benchmarks for each of the Forstrong Funds and portfolio models are those that we believe to be the most reasonable basis of comparison to evaluate each fund's performance. The list of benchmarks used for Forstrong Fund portfolios can be found on our website at [www.Forstrong.com](http://www.Forstrong.com).

Forstrong does not generally provide performance benchmarks on an individual or consolidated account basis. However, certain of the firm's clients may be provided with a blended performance benchmark constructed with a number of indices which is reasonably reflective of the composition of their investment portfolio.

When comparing returns to the returns of an investment performance benchmark, you should note that:

- the composition of your investment portfolio reflects the investment strategy you have agreed upon and may result in the composition of the investment performance benchmark differing; and
- investment performance benchmarks do not generally include charges and other expenses

## Using Borrowed Money to Make an Investment

Using borrowed money to finance the purchase of securities involves greater risk than a purchase using cash resources only. If cash is used to pay for the security in full, the percentage gain or loss will equal the percentage increase or decrease in value of the security. 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. The purchase of a security using borrowed money magnifies the gain or loss on the cash invested. This effect is called leveraging.

If you are considering borrowing money to make investments or considering providing us with borrowed money to make investments on your behalf, you should be aware that a leveraged purchase involves greater risk than a purchase using available cash resources only. To what extent a leveraged purchase involves undue risk is a decision that needs to be made by you and will vary depending on your personal circumstances, your risk and return objectives, and the securities or other investments purchased. The use of leverage may not be suitable for all investors and generally, Forstrong does not encourage the use of leverage.

## Investment Risks

Securities laws require us to disclose the types of risks that a client should consider when making an investment decision. You should carefully consider whether an investment is appropriate for you in light of your investment experience, objectives, financial resources, risk profile (including both risk tolerance and risk capacity) and other relevant circumstances. You should understand the nature of your investments and the extent of your exposure to risk. Depending on the nature of your investment, the type of investment risk will vary. Your risk profile is one of the factors that Forstrong must take into account when assessing the suitability of an investment for you. We monitor the risk of the investment portfolios of our portfolio management clients to verify that they are meeting their objectives and remain within their risk constraints.

The value of investments in your Account will fluctuate daily, reflecting changes in various factors, including interest rates, economic conditions, and capital markets. The net equity of your Account will rise and fall, which means that the value you receive when and as you withdraw all or part of your funds may be more or less than its value when you originally invested. In short, the value of the investments in your Account are not guaranteed. As such, the greatest risk to you is that you could lose all or part of the value of your investments.

The following is a list of certain risks that should be considered when making an investment decision. This list may not cover all the risk factors that exist. In addition to the investment risks described below, a description of the risks associated with an investment in a specific Forstrong Fund is set out in the relevant fund's offering or subscription document.

### *Risk-return trade off*

Risk and return are closely related. This means that to target a higher return over a given period, you generally must accept a higher level of risk.

A higher-risk portfolio will fluctuate in value more than a lower-risk portfolio. It is therefore important

to understand what we mean by “fluctuation.” Within a given period of time, a security’s market value may fluctuate, that is, it may go up or down. High-risk investments generally fluctuate more in market value than low-risk ones, which means that high risk investments may fluctuate negatively (i.e., lose market value) more often and to a greater degree than lower-risk investments.

### *Risks relating to concentration*

If an account invests a large proportion of its assets in securities issued by one issuer, in a single asset class or in a single sector, it will have risk relating to concentration. When an account is not diversified, it could experience greater volatility and will be strongly affected by changes in the market value of these securities. Forstrong strives to mitigate concentration risk by investing clients in broadly diversified portfolios.

### *Risks relating to credit*

An account can lose money if the issuer of a bond or other fixed income security cannot pay interest or repay principal when it comes due. This risk will generally be higher if the fixed income security has a low credit rating or no rating at all. Fixed income securities with a low credit rating usually offer a higher yield than securities with a high credit rating, but they also have the potential for substantial loss. These are known as “high yield securities”. Forstrong limits high-yield investment exposure through diversified ETFs.

### *Risks relating to listed equities*

The value of an account will increase or decrease with the market value of the securities in it. If an account holds equity securities, its value will fluctuate with the market value of the equities it holds. The market value of an equity security will fluctuate according to the performance of the issuing company, as well as due to other factors such as general economic conditions, interest rates and equity market sentiment. Historically, equity securities are more volatile (i.e., tend to fluctuate more often and to a greater extent) than fixed income securities. Risks relating to interest rate fluctuations – Investments are affected by interest rate fluctuations. Falling interest rates may reduce the return of short-term fixed income securities. An increase in interest rates may reduce the market value, and thus the potential return, of accounts holding long-term debt or fixed income securities.

### *Risks relating to currency*

Whenever an asset is purchased in a currency other than an account’s base currency (for Canadians this is generally Canadian dollars), there are risks relating to currency exchange rates. As the value of the base currency changes against other currencies, the value of the portfolio securities purchased in those other currencies will fluctuate.

### *Risk relating to liquidity*

Liquidity refers to the speed and ease with which an asset may be sold and converted into cash. Liquid securities held by an account are typically sold relatively easily at their market price at the relevant time. However, an account may invest in certain securities which are not liquid, i.e., securities which may not be sold quickly or easily. Some securities may not be liquid because of legal restrictions, the nature of the investment or certain characteristics of the security. The lack of purchasers interested in a given security or market could also explain why a security may be less liquid. The difficulty of selling illiquid securities may result in a loss or a reduced return for an account. Forstrong only invests in listed ETFs.

### *Risk relating to global investment markets*

Accounts that invest in global markets may face increased risk because the standards of accounting, auditing and financial reporting in these markets are not as stringent as in Canada and the United States. In addition, global markets may be subject to specific risk factors including but not limited to political instability, economic concentration, and currency devaluation.

### *Risk relating to general economic and market conditions*

There is a general risk that the economy and markets may become impaired, leading to volatility, illiquidity, or investment losses.

## **Conflicts of Interest**

In the course of Forstrong providing its services and interacting with clients, conflicts of interest will arise from time to time. A conflict of interest can include any circumstance where:

- the interests of different parties, such as the interests of the firm and those of a client, are inconsistent or divergent;
- the firm or one of its registered representatives may be influenced to put their interests ahead of a client's interests; or
- monetary or non-monetary benefits available to the firm or a registered representative, or potential detriments to which they may be subject, may compromise the trust that a reasonable client has in the firm or the representative.

Pursuant to applicable securities legislation, Forstrong and its registered representatives must address material conflicts of interest in the best interest of a client.

Whether a conflict is “material” or not depends on the circumstances. In determining whether a conflict is material, we will typically consider whether the conflict may be reasonably expected to affect the decisions of the client and/or the recommendations or decisions of the firm or its registered representatives in the circumstances.

In general, we deal with and manage relevant conflicts as follows:

**Avoidance:** This includes avoiding conflicts that are prohibited by law as well as conflicts that cannot effectively be addressed in the best interests of the client.

**Control:** We manage acceptable conflicts through means such as separating different business functions and limiting the internal exchange of information.

**Disclose:** By providing you with information about conflicts, you can assess independently their significance when evaluating our recommendations and any actions we take.

Forstrong has policies and procedures in place to identify and respond to conflicts of interest that may arise in our business and that we believe are sufficient to protect the interests of, and fulfill our obligations to, our clients. Part of managing conflicts includes providing clients with disclosure explaining those conflicts. The following are some conflicts of interest that may affect the products or services we provide to you.

**Forstrong Funds – proprietary products and connected issuers:**

We are the portfolio manager and investment fund manager of the Forstrong Funds and may, in the future, act in those capacities for future pooled funds, unit trusts or investment funds to be established, managed and promoted by us. The Forstrong Funds are proprietary products and connected issuers, as such terms are defined under applicable Canadian securities laws. We may from time to time exercise our discretion to purchase and redeem units of these Forstrong Funds for your Account. The Canadian Securities Administrators (the “CSA”) have noted in respect to proprietary products that a material conflict of interest exists between a registered firm’s (such as Forstrong) incentive to distribute securities of its proprietary products (e.g., securities of the Forstrong Funds) to its clients and the firm’s general obligations to its clients, including its KYC, know-your-product and suitability obligations, as well as its fair dealing duty.

The CSA have also noted that this specific conflict of interest gives rise to inconsistent, competing or divergent interests, which may make it difficult for a registered firm to fulfil its duties to investors objectively, and which may lead a firm, for example, to:

- fail to disclose or provide inadequate disclosure to investors about proprietary products where there is negative information, resulting in investors taking on more risk than they could bear or more risk than they wish to bear;
- be financially dependent on the proprietary product, creating an incentive to distribute an unsuitable product;
- inadequately disclose significant fees and charges paid to connected issuers, in some instances for little or no apparent services performed, resulting in investors not understanding the costs associated with their investment; an
- not adequately monitor whether connected issuers are using the proceeds raised from their distributions for purposes other than those stated in their offering or marketing materials.

We note that the suitability determination conducted by us will not generally consider the larger market of non-proprietary investment funds or whether those non-proprietary investment funds would be better, worse or equal than the Forstrong Funds in meeting your investment needs and objectives.

In addition to disclosing this conflict of interest to you, we complete a KYC and suitability process to ensure that the level of investment made by a client in a Forstrong Fund or portfolio model is suitable for the client. The Forstrong Funds offer a series of income, balanced and growth portfolios, all of which are balanced and diversified mandates. Additionally, our policies and procedures require us to monitor our funds on an ongoing basis in respect to various metrics, including actual versus expected performance, risk / volatility and continued client suitability.

We would highlight that we do not receive additional fees when we place client assets into a Forstrong Fund as we ensure that the management fees paid to us by you do not duplicate any similar fees received by us from any Forstrong Fund. Rather, the inherent motivation of the firm in placing assets in a Forstrong Fund is to serve its clients' best interests. Reasons for investments in a Forstrong Fund include that such investments can allow for better diversification (particularly for smaller investment amounts) and can result in lower trading/brokerage costs than would otherwise be payable individually.

**Valuation of the Forstrong Funds:**

As we are the investment fund manager for the Forstrong Funds, we may have a potential conflict of interest when determining the valuation of the units of these funds or how to deal with a pricing error, should it occur. In addition to disclosing this conflict of interest to you, we note that we use independent, third-party service providers to calculate the net asset value of the units of each Forstrong Fund and to record unitholder transactions. Our policies and procedures establish standards for any correction to the calculation of a net asset value in a consistent manner for all Forstrong Funds and in accordance with industry guidelines.

**Pricing and Account Errors:**

We may have a potential conflict of interest when determining when and how to deal with a pricing error or other type of client account error. We use third-party service providers to calculate net asset values of and to record client transactions. We have a written policy that establishes standards for the correction of discrepancies in the calculation of net asset value in a consistent manner across clients and which is in accordance with industry guidelines.

**Management Fees:**

Fees for our discretionary managed accounts, subadvisor services and portfolio model recommendations consist of management fees. Forstrong does not collect performance fees. We do not charge sales fees or receive trailing commissions in respect to any discretionary investment decision we make to distribute units of a Forstrong Fund to our clients.

The CSA have noted that it is an inherent conflict of interest for a firm or registered representative to receive third-party compensation in respect to the securities it may distribute to its clients on a discretionary basis. They have also noted that they consider circumstances where a firm or a registered representative receives greater third-party compensation for the sale or recommendation of certain securities relative to others to be an inherent conflict of interest.

Forstrong and its registered investment advisers are not incentivized by the firm or any third-party to invest you in one type of portfolio or security over another type and must ensure that investment decisions are always based on what is suitable for you. Our policies and procedures are designed to prevent our firm and investment advisers from being financially motivated to make investment decisions for clients based on the potential receipt of better firm-wide or personal compensation.



*Best Execution and Soft Dollar Arrangements:*

Best execution represents a registered firm’s obligation to make reasonable efforts to obtain the most advantageous execution terms reasonably available under the circumstances when executing a transaction on your behalf. A conflict of interest would exist if Forstrong were to select a broker to execute trades on behalf of client accounts or the Forstrong Funds based on certain other considerations, including, for example, a pre-existing relationship between Forstrong and the broker or a benefit that the broker may provide Forstrong or any of its representatives.

Our policies and procedures require us to select only those brokers from whom we may expect to receive proper qualitative execution at the most advantageous terms reasonably available for the level and scope of services required. In selecting brokers to effect portfolio transactions, we take into account various factors deemed relevant, including, without limitation, speed of execution, certainty of execution, transaction size, the liquidity of the security, market conditions, and commission costs/spreads relative to the transaction.

Commissions paid by us to executing brokers are negotiated and we are not under any contractual obligation to allocate brokerage business to any specific firm.

Soft dollar arrangements are generally defined as arrangements to use commissions on brokerage transactions as payment for goods and services other than order execution or services directly related to order execution. The use of soft dollar arrangements is regulated under National Instrument 23-102 Use of Client Brokerage Commissions (“NI 23-102”). Under NI 23-102, we are prohibited from directing trades to a broker in return for any goods or services other than order execution goods and services or research goods and services as defined in the rule. The requirement to deal with clients honestly, fairly and in good faith, and to obtain best execution are directly connected with soft dollar arrangements. Forstrong ensures that any goods or services received from brokers using soft dollars are to assist with investment or trading decisions, or with effecting securities transactions, on behalf of clients. The firm may enter into such arrangements when it is of the view that such brokers provide best execution and/or the value of the research or other services which benefit its clients exceeds any incremental commission costs.

When selecting brokers to provide order execution goods and services or research goods and services, we make a good faith determination that reasonable benefit has been received when considering both the use of the goods and services and the amount of brokerage commission paid. We currently make use of one soft dollar arrangement whereby up to 15% of all commissions paid on underlying trading in the Forstrong Funds are allocated to receiving proprietary investment research from the brokerage firm.

### *Fairness in the Allocation of Investment Opportunities:*

Allocating investment opportunities can present a conflict of interest, for example, when a security is unusually attractive at the time of purchase, and/or difficult to obtain, or it is unattractive, or difficult to dispose of, at the time of sale. As we are the discretionary investment manager for multiple clients, as well as the portfolio manager of the Forstrong Funds, the potential exists for us to favour one client and/or fund over another in the allocation of an attractive investment opportunity or a sale. Forstrong allocates investment opportunities in a manner that ensures all clients are treated fairly. No individual client is given preferential treatment in the execution of trades made for more than one client. Client orders, including those of the Funds, will always be filled before those of employees of Forstrong. To ensure fairness in the allocation of opportunities among its clients, Forstrong has established the following policy:

- If it is determined that the purchase or sale of a particular security is appropriate for more than one client account, i.e., that particular client orders should be aggregated or “blocked”, in placing orders for the purchase or sale of securities Forstrong may pool the Funds’ order with that of another client or clients. Simultaneously placing several separate, competing orders may adversely affect the price of a security. Therefore, where appropriate, when blocking orders and allocating block purchases and block sales, it is Forstrong’s policy to treat all clients fairly and to achieve an equitable distribution of blocked orders. All new issues of securities and block trades of securities will be purchased for, or allocated amongst, all applicable client accounts in a manner that Forstrong considers to be fair and equitable.
- While managing several discretionary accounts, there may arise occasions when the quantity of a security available at the same price is insufficient to satisfy the requirements of every client or the quantity of a security to be sold is too large to be completed at the same price. Similarly, new issues of a security may be insufficient to satisfy the total requirements of all clients. Under such conditions, as a general policy, and to the extent that no client will receive preferential treatment, Forstrong will ensure:
  - o where orders are entered simultaneously for execution at the same price or where a block trade is entered and partially filled, fills are allocated proportionately and equally on the amount of equity of each client’s account;
  - o where a block trade is filled at varying prices for a group of clients, fills are allocated on an average price basis;

- o When bulk trades are filled and allocated at the same brokerage/custodian in which the accounts are held, the fixed rate per share at the brokerage/custodian will apply to each account's allocation. If the allocations are only partial fills, the fixed rate per share will apply.
- Whichever method is chosen, it must be followed in the future where similar conditions exist. Where it is impossible to achieve uniform treatment, every effort shall be made by Forstrong and its employees to compensate at the next opportunity in order that every client, large or small, over time, receives equitable treatment in the filling of orders.
- In allocating blocked orders, Forstrong uses several criteria to determine the order in which participating client accounts will receive an allocation thereof. Criteria for allocating blocked orders include the current concentration of holdings of the industry in question in the account and, with respect to fixed income accounts, the mix of corporate and/or government securities in an account and the duration of such securities.
- Forstrong may purchase or sell securities from or to other managed accounts provided that the transaction is effected through an independent broker at the current market price of the security or at the mid-point of the current market bid/ask price, unless a deviation is permitted in writing by the Chief Compliance Officer of Forstrong.

#### Proxy Voting:

We have the ability to cast votes in respect of the issuers of securities held in client accounts, including the Forstrong Funds. A conflict of interest can arise because of the opportunity for us to vote securities or to agree to certain corporate actions in our own interest. A conflict may also exist if one of our registered representatives has a personal or business interest in the outcome of a particular matter before shareholders, or where we have a business or financial relationship with the issuer soliciting proxies. Our policies and procedures provide guidance on voting recommendations, and we maintain records on how securities were voted. Such conflicts of interest are not frequent given that we mainly use ETFs to construct portfolios.

#### Referral Arrangements:

Referral arrangements can present a conflict of interest as there may be an incentive for the firm or its registered representatives to refer a client or receive a referral in consideration of a fee or other

benefit. Forstrong may enter into referral arrangements from time to time pursuant to which another party may refer clients to us for which we pay a referral fee, or we may refer clients to another party and receive a referral fee. We will enter into a written agreement with any referral party, and we will provide clients with the details of any such arrangement when applicable to their relationship with us, including the parties to the referral arrangement, the manner in which the referral fee is calculated and the party to whom it is paid. We will also do appropriate due diligence on any referral party prior to entering into a referral arrangement with them. We are also required to determine that any referral of a client from or to us would serve the best interest of that client.

#### *Personal Trading:*

The purpose of monitoring and restricting employee personal trading is to ensure that employees do not take advantage of their knowledge of confidential client trading information or their position with Forstrong to unfairly profit through their personal trading activities. Personal trading policies and procedures help prevent and detect self-dealing, front-running, conflicts and other potential abusive practices.

We have personal trading policies and procedures in place that sets forth standards to which our personnel are held and that is intended to appropriately manage this potential conflict of interest. Amongst other restrictions, our representatives are prohibited from using non-public information about our clients or securities for their personal trading. Additionally, we prohibit our portfolio managers and analysts from investing in individual ETF securities should Forstrong be active in these securities in order to prevent any potential conflicts and to ensure that client interests take priority. Also, if any proposed trade could potentially conflict with the interests of our clients, our clients' interests will take priority.

In addition to our policies and procedures in these regards, the firm and its personnel must comply with applicable Canadian securities laws which, without limitation, prohibit activities such as insider trading, tipping and front running.

#### *Personal Financial Dealings with Clients:*

A conflict of interest can arise when a registered representative has personal financial dealings with a client, including when they are granted a power of attorney or appointed as a trustee and have control or authority over a client's financial affairs or acquire assets from a client outside of the normal course of the client's business. These types of dealings could cause a representative to put its interests ahead of a client's in taking any investment action. As such, we have policies and procedures in place which generally prohibit these personal financial dealings with clients who are not family members.

### Outside Activities:

When employees engage in certain activities, interests or associations outside of Forstrong, a conflict of interest may arise between the employee's personal interests and those of the firm and its clients. The CSA have noted this may arise, for example, because of the compensation they receive for these activities or because of the nature of the relationship between the employee and the outside entity. In limited circumstances, a Forstrong employee's outside activities may including serving on the board of directors or other governing body of a publicly traded company.

We have developed policies and procedures that govern employees' outside activities and to which all employees must adhere. This includes a pre-approval process to restrict any outside activity of a registered representative of the firm that would interfere or give the appearance of interfering with the representative's ability to act in the best interests of, or perform work for, the firm and its clients.

### Gifts and Business Entertainment:

Our representatives may receive offers of gifts and/or entertainment from business relationships and/or clients. There may be a perception that we may be financially motivated to put our interests ahead of our clients', or ahead of certain client's, interests because of gifts and entertainment. Our policies require Representatives not to accept any gifts or entertainment, above a minimum threshold, intended to improperly influence a business decision.

## **Your Role in Our Relationship**

It is important that you actively participate in our relationship. In particular, we encourage you to:

- Keep us fully and accurately informed regarding your personal circumstances, and promptly advise us of any change to your information that could reasonably result in a change to the types of investments appropriate for you, such as a change to your job status, income, investment objectives, risk tolerance, time horizon or net worth
- Review the documentation and other information we provide to you regarding your Account, transactions conducted on your behalf and the holdings in your portfolio and ask us any questions you have about this information or your relationship with us.
- Please compare the records you receive from us with your custodian's periodic statements for consistency, where applicable. However, please note that possible temporal differences may occur due to differing definitions and timing differences.

## Designating a Trusted Contact Person

In accordance with applicable securities laws, each individual client of Forstrong, regardless of age, is required to complete a Designation of a Trusted Contact Person Form (the “TCP Form”). This is required in order for Forstrong to comply with its obligation to take reasonable steps to obtain the name and contact information of a client’s trusted contact person (“TCP”), as well as the client’s written consent for Forstrong and its representatives to contact the TCP in prescribed circumstances.

While we would strongly encourage you to appoint a TCP, as provided by the TCP Form, you can choose to refuse to provide us with a designated TCP.

### *Why appoint a TCP and when will Forstrong contact them?*

We cannot share private information about you without your permission. By making this appointment you allow Forstrong to contact and share information with TCP (or your alternate TCP if we are unable to contact your primary TCP) in the following circumstances:

- we are concerned about your mental capacity as it relates to financial decision making;
- we need to know or confirm the identity and contact information of your legal representative (if any);
- we need to confirm your current contact information; or
- we are concerned that you might be subject to financial exploitation, which could include fraud, coercion or unauthorized transactions.

Forstrong is not obligated in any circumstance to contact your TCP. Your TCP has no authority to instruct Forstrong unless he or she is also your legal representative – that is, unless the TCP is also your guardian or attorney for property.

*Who should I designate as my TCP?* - You should designate someone who you trust, is mature and has the ability to communicate and engage with us in conversations about your personal circumstances if we call them in the circumstances described above. We encourage you to select an individual who is not involved in making decisions about your Account(s) (i.e., someone who is not already your legal representative).

*Can I change my mind?* - If you want to replace your TCP and appoint a new one, please contact us and we will send you a new form to allow you to identify your new TCP. By designating a new TCP, you will revoke all prior designations. We will rely on the most recent appointment in our files.

*What if I choose not to designate a TCP?* - You are not obligated to designate a TCP. In making your decision, please consider that the purpose of the TCP is to allow us to release confidential information to someone you have selected if we have concerns about your welfare. Without your permission, if a situation arises where Forstrong has concerns about your welfare, we will not have the option of trying to resolve these concerns by communicating them to the TCP. In the worst case, this could lead to a situation where Forstrong is obligated to stop or refuse transactions in, or place a hold on, your Account(s) while we take the steps necessary to meet and address our concerns.

## Temporary Holds

Under applicable securities laws, we are permitted to place a temporary hold on all or a portion of the assets in your Account with us in certain circumstances as described below. In these circumstances, we may place a temporary hold regardless of whether or not you have designated a TCP. The decision to place a temporary hold will be made by our Chief Compliance Officer.

A temporary hold on the basis of financial exploitation may be appropriate in instances where our Chief Compliance Officer reasonably believes a client has become a vulnerable client and financial exploitation in respect of its Account has occurred, is occurring, has been attempted or may be attempted. A “vulnerable client” is a client who might have an illness, impairment, disability or aging-process limitation that places the client at risk of financial exploitation.

A temporary hold on the basis of a lack of mental capacity may be appropriate in instances where our Chief Compliance Officer reasonably believes that a client no longer has the mental capacity to make decisions involving financial matters. There may be other circumstances under which a temporary hold can be placed on an Account.

If a temporary hold is placed on your Account, we will promptly provide you with written notice of the temporary hold and the reasons for such hold being placed on some or all of the assets of your Account with us. We will then notify you when the temporary hold has been terminated. Within 30 days of placing a temporary hold, and unless the hold has been previously terminated, within every subsequent 30-day period, we will be required to terminate the temporary hold or to provide you with notice of our decision to not terminate the hold and the reasons for that decision.

## Complaint Reporting

If you have an issue in respect of our services or a product, contact your portfolio manager. If your issue is not resolved to your satisfaction, please report any complaints to:

**Forstrong Global Asset Management Inc.**

**Address:** 56 Temperance Street, Ste. 400, Toronto, Ontario M5H 3V5

**Toll Free:** 1-888-419-6715

**Email:** [compliance@forstrong.com](mailto:compliance@forstrong.com)\*

**Attention:** Chief Compliance Officer

**Tell us:** what went wrong; when it happened; what you expect, for example, money back, an apology, account correction.

*\*You may want to consider using a method other than email for sensitive information.*

***We will acknowledge your complaint:*** We will acknowledge your complaint in writing, as soon as possible, typically within 5 business days of receiving your complaint. We may ask you to provide clarification or more information to help us resolve your complaint.

***Help us resolve your complaint sooner:*** Make your complaint as soon as possible and reply promptly if we ask you for more information. Keep copies of all relevant documents, such as letters, emails and notes of conversations with us.

***We will provide our decision:*** We normally provide our decision in writing, within 90 days of receiving a complaint. It will include: a summary of the complaint, the results of our investigation, our decision to make an offer to resolve the complaint or deny it, and an explanation of our decision.

***If our decision is delayed:*** If we cannot provide you with our decision within 90 days, we will inform you of the delay and explain why our decision is delayed and give you a new date for our decision.

***If you are not satisfied with our decision:*** You may be eligible for the independent dispute resolution service offered by the Ombudsman for Banking Services and Investments (OBSI).



If we do not provide our decision within 90 days after you made your complaint, or you are not satisfied with our decision OBSI can recommend compensation of up to \$350,000.

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 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 its 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 Contact OBSI**

**Email:** [ombudsman@obsi.ca](mailto:ombudsman@obsi.ca)

**Phone:** 1-888-451-4519 or 416-287-2877 in Toronto

***OBSI will investigate:*** OBSI works confidentially and in an informal manner. It is not like going to court, and you do not need a lawyer.

During its investigation, OBSI may interview you and representatives of our firm. We are required to cooperate in OBSI's investigations.

#### **Information OBSI needs to help you**

OBSI can help you best if you promptly provide all relevant information, including: your name and contact information, our firm's name and contact information, the names and contact information of any of our representatives who have been involved in your complaint, details of your complaint, and all relevant documents, including any correspondence and notes of discussions with us.

**OBSI will provide its recommendations.**

Once OBSI has completed its investigation, it will provide its recommendations to you and us. OBSI's recommendations are not binding on you or us. OBSI can recommend compensation of up to \$350,000. If your claim is higher, you will have to agree to that limit on any compensation you seek through OBSI. If you want to recover more than \$350,000, you may want to consider another option, such as legal action, to resolve your complaint.

For more information about OBSI, visit [www.obsi.ca](http://www.obsi.ca).

***If you are a Québec resident*** - You may consider the free mediation service offered by the Autorité des marchés financiers.

***A word about legal advice*** - You always have the right to go to a lawyer or seek other ways of resolving your dispute at any time. A lawyer can advise you of your options. There are time limits for taking legal action. Delays could limit your options and legal rights later on.

# Schedule A

## Privacy Policy

### Introduction

Forstrong Global Asset Management Inc. (“we”, “us”, “our”, the “firm” or “Forstrong”) is committed to protecting your privacy and the confidentiality of personal information that is provided by you to us. This Privacy Policy sets out the information practices of the firm, including what kind of information is collected, how the information is used and with whom this information might be shared.

### Accountability

We are responsible for all personal information provided to us by clients under our control. Employees involved in collecting, disseminating and maintaining personal information are trained in all aspects of this Privacy Policy. Forstrong’s Chief Compliance Officer, in his capacity as the firm’s privacy officer, is responsible for the implementation of this policy. If you have any questions or concerns regarding our Privacy Policy, you may address them to:

**Forstrong Global Asset Management Inc.**

**Address:** 56 Temperance Street, Ste. 400, Toronto, Ontario M5H 3V5

**Toll Free:** 1-888-419-6715

**Email:** [compliance@forstrong.com](mailto:compliance@forstrong.com)

### Accuracy

We take effort to verify that your personal information is as accurate and complete as necessary for the purposes for which it is collected, used and disclosed. From time-to-time, you may be asked to verify the accuracy of the information we have collected in respect to you.

## Personal Information

Personal Information includes factual or subjective information, recorded or not, about an identifiable individual. This includes information such as: age, name, ID numbers, income, financial information, ethnicity, social status, etc. A variety of other personal information pertaining to the operation of an investment account (security purchases and sales, deposits, withdrawals and security transfers) may also develop over time.

For legal entities such as businesses, trusts, partnerships or estates, we will also collect information about the legal structure of the entity and information about those individuals authorized to act on the entity's behalf. Where necessary, we will collect information in regard to the beneficial owners and authorized signatories of these legal entities.

Personal information has to be protected regardless of its characteristics or its form, whether written, graphic, audio, visual, computerized or any other form.

When you apply to open an Account with us, we may collect various personal information about you, including, without limitation:

- (i) your legal name, address, occupation, telephone numbers and e-mail addresses;
- (ii) your date of birth;
- (iii) your Social Insurance Number;
- (iv) your identification in the form of a passport or valid driver's license or a recent utility bill to verify your address;
- (v) details of your financial circumstances, including your income, your assets and liabilities, any legal undertakings and guarantees, your dependents, residency, citizenship and tax status;
- (vi) details of your investment experience, your goals and financial planning objectives;
- (vii) whether you may be a domestic or foreign politically exposed person or the head of an international organization (or fall under any other relevant categorization) for purposes of applicable anti-money laundering and anti-terrorist financing legislation; and
- (viii) your insider status, if any, in respect of publicly listed entities.

## Purpose of Information Collection

We collect personal information for various purposes, including to:

- (i) meet the account opening requirements of the custodian(s) of your Account, as well as any relevant financial institution;
- (ii) establish the basis of developing an investment policy statement with you further to which your designated assets will be managed by the firm;
- (iii) document which other persons, entities or professional advisors, if any, may have access to your Account information and/or may be authorized to provide investment instructions to us on your behalf;
- (iv) provide our services to you, which in addition to investment management, may include the delivery of other services as agreed to between us from time-to-time, as well as preparation and delivery of documentation to you, including account statements and other reporting, as the case may be;
- (v) allow the firm to satisfy itself about the information it reports on to governmental or regulatory agencies, including under securities, tax and/or anti-money laundering and anti-terrorist financing legislation;
- (vi) allow the firm to prepare and distribute any information that may be required to be provided to Canadian federal and other local or foreign tax authorities, as the case may be;
- (vii) report to securities regulators, as may be required, about the investment practices and operating procedures of the firm and to allow such regulatory agencies to conduct periodic compliance audits of the firm; and
- (viii) manage and assess the risks posed to the firm.

## Consent

By retaining our services, you will have consented to our collection of your personal information and to our disclosure of this personal information to certain third parties as outlined in this Privacy Policy and for the purposes set out in it.

You may withdraw your consent at any time, subject to legal or contractual restrictions. We will inform you of the consequences of such withdrawal, including the possibility that we may not be able

to provide a product or continued services to you. If you choose not to consent, we will record the decision in our file.

We will typically collect personal information from you as part of the process by which accounts are opened or investment policy statements are developed and reviewed. We may also collect additional personal information from you throughout the course of our relationship. Information may be collected through personal meetings, telephone discussions, e-mail and/or facsimile transmissions and also from third party service providers involved in supporting our services.

Forstrong may use your e-mail address to communicate with you about privacy issues you raise and may send you information about services it offers or may offer in the future based upon an analysis of the personal information you provided. E-mails we send over the internet are generally not encrypted.

In limited circumstances, we have the right (or obligation) to collect, use or disclose personal information without your knowledge and consent. These circumstances include:

- (i) when we have reasonable grounds to believe the information might be useful when investigating a contravention of a federal, provincial or foreign law,
- (ii) during an emergency which threatens an individual's life, health or security,
- (iii) for a statistical or scholarly study, or
- (iv) when mandated to provide such information by any federal, provincial or foreign law or regulation.

When information is being collected for the investigation of a potential breach of contract, the prevention or detection of fraud, or for law enforcement purposes, seeking consent might defeat the purpose of the information collection. Similarly, seeking consent may be impossible or inappropriate when you are a minor, seriously ill or otherwise incapacitated.

## **Limits to Collection, Use and Disclosure**

We limit the collection of your personal information to what we need in relation to the purposes identified to you.

We limit the use of your personal information to the purposes we have identified to you. This means that we cannot use your personal information for other purposes without your consent, except as required by law. We cannot disclose your personal information to anyone except with your consent or as required by law.

Your personal information is only accessible to certain authorized persons, and only to the extent necessary to perform their duties. Forstrong does not sell, rent or lease its customer lists to any third party.

Forstrong may disclose and share your personal information with its affiliates, as well as with certain service providers or agents, certain of whom may be located outside of Canada, the whole to ensure the proper administration of your Accounts with us or to provide you with the products or services you require. This may include, without limitation: (i) custodians (including Fidelity Canadian Clearing Inc. and National Bank Financial), our portfolio management systems providers (including Harmony – Infinite Investment Systems), transfer agents and brokers, (ii) financial service providers used to finance or facilitate transactions, including banks, and (iii) other service providers to the firm, such as fund administrators or record-keepers, transfer agents, as well as accounting, audit, account statement, tax and legal service providers.

We also may disclose and share your personal information with governmental or regulatory authorities and/or agencies when so required including under applicable laws or regulation.

If we sell the firm or enter into an acquisition or merger agreement with another company, we may release the information we have about you to prospective purchasers. We will require any prospective purchaser to protect the information provided consistent with the firm's privacy policies and practices.

You have the right to know, on request, to whom your personal information was disclosed. Only in rare instances are we prevented by law from making such disclosure. We maintain accurate records, recording to whom we disclose personal information and in what circumstances it was disclosed.

## **Safeguards**

Your personal information is maintained on our secure computer networks and office files. Your information may also be stored on a secure off-site storage facility. A variety of security measures are in place to reduce the possibility of theft of personal information or accidental disclosure.

## Request for Access to Information and Amendments

You have the right to be informed whether we hold personal information about you and to see that information. You also have the right to enquire as to how we collected your information, how we used it and to whom it may have been disclosed. You also may enquire as to the accuracy and completeness of your personal information. You may also request that we update any personal information we have on file in your regard. You may also express any concerns at no additional cost to you. We will respond to any request made by you within a reasonable time. All client concerns shall be documented and maintained in a written (and electronic) file. We will use commercially reasonable efforts to promptly determine and rectify the problem.

We have the right to refuse access to personal information by you if:

- (i) the information is protected by legal privilege,
- (ii) the information was collected for purposes related to the detection and prevention of fraud,
- (iii) the information was generated in the course of a formal dispute resolution process,
- (iv) granting access might reveal confidential commercial information, or
- (v) it is reasonably expected that such personal information might lead to the threatening of the life or security of another individual.

In cases where we hold medical information about you, we may refuse to provide you with direct access to this information and may instead request that a health care professional be designated to provide the information to you.

Any request for access to information or request for amendment must be sent to the following address:

**Forstrong Global Asset Management Inc.**

**Address:** 56 Temperance Street, Ste. 400, Toronto, Ontario M5H 3V5

**Toll Free:** 1-888-419-6715

**Email:** [compliance@forstrong.com](mailto:compliance@forstrong.com)

**Forstrong reserve the right to revise or amend this Privacy Policy from time-to-time. A current copy of the firm's Privacy Policy is kept available on the firm's website: [www.forstrong.com](http://www.forstrong.com)**



## Schedule B

### Electronic Delivery of Documents

By signing the below, you consent to the following practices of Forstrong Global Asset Management Inc. (“we”, “us”, “our”, the “firm” or “Forstrong”) in regard to the electronic delivery of documents:

1. Forstrong may deliver all documents in respect of its relationship with you electronically, including without limitation: (i) any and all know-your-client and other account opening forms or documents, (ii) the Investment Management Agreement (or any other contractual agreement) you enter into with the firm, (iii) your Investment Policy Statement established with the firm, (iv) this Relationship Disclosure Information document, (v) monthly or quarterly account statements, (vi) annual investment performance reports and annual reports on charges and other compensation, and (vii) any proxy statements, fund (or other) financial statements, tax slips and other records.
2. All documents delivered electronically to you will be delivered: (i) by e-mail to the address you have provided to the firm, or (ii) by posting the document to an electronic portal to which you will have secure access, with notification sent to you by e-mail, text or otherwise electronically when a document has been so posted.
3. You may request and receive a paper copy of any documents delivered electronically to you by contacting us at:

**Forstrong Global Asset Management Inc.**

**Address:** 56 Temperance Street, Ste. 400, Toronto, Ontario M5H 3V5

**Toll Free:** 1-888-419-6715

**Email:** [compliance@forstrong.com](mailto:compliance@forstrong.com)

4. You will be provided with a paper copy of any documents delivered electronically if it comes to our attention that an electronic delivery has failed.
5. Your consent to electronic delivery as signified below may be revoked or changed, including any change in the electronic mail address to which documents are delivered, at any time by notifying the individual identified at item 3. above of such revised or revoked consent
6. There is no requirement for you to consent to the electronic delivery of documents.

Signature - Client

Date