



# **IMPORTANT CLIENT INFORMATION**

**AUGUST 2023**

## Welcome to Integral Wealth Securities Limited

As Chief Executive Officer, I welcome you to **Integral Wealth Securities Limited** and thank you for placing your trust in our firm. We are a national, full-service Investment Dealer with over 20 years of experience. Our firm is independently owned and operated and here to serve the needs of you, our client. We are also an entrepreneurial firm, which is reflected in the products and services we offer through our wealth management, investment banking and institutional trading businesses. Our wealth management unit reflects our independent, entrepreneurial spirit with each of our Advisor teams operating businesses that reflect the needs of their clients and their communities.

We are here to assist you at every step through your investment journey. From digital onboarding, reporting and account access, to a wide range of investment products and solutions, we will work diligently with you to achieving your investment goals, all supported by our experienced team of industry professionals at our Head Office.

The important information contained in this booklet sets out what we offer and how we will support you through your journey. Please take the time to review it carefully and if you have any questions, please contact your Investment Advisor or Head Office at (416) 203-2000, or by email at [info@integralwealth.com](mailto:info@integralwealth.com).

Once again, thank you for placing your trust in Integral Wealth Securities Limited.

A handwritten signature in blue ink, appearing to read 'J. Gibson', with a stylized loop at the end.

**John F. Gibson**  
**Chief Executive Officer**

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## I. Relationship Disclosure Document

This Relationship Disclosure document contains important information about the products and services we offer, the nature of your account(s), the manner in which it operates, and our responsibilities to you. You will receive a copy of this Relationship Disclosure when you open your account(s) with us or before we begin providing advice or trading services to you. If any significant change is made to this Relationship Disclosure, we will provide you with an update.

### A. Who We Are

**Integral Wealth Securities Limited** (referred to as “IWSL”, “us” or “we”) is a full-service investment Dealer with our Head Office located in Toronto, Ontario, and independently owned business locations across Canada. As an investment dealer, we operate in the highly regulated Canadian securities industry. IWSL is registered in and conducts business under the securities laws and regulations of British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, Quebec, New Brunswick, Prince Edward Island, Nova Scotia and Yukon. We have a corporate branch office in Calgary, Alberta and independently owned business locations in B.C., Ontario, and Quebec. To view our record as a registered investment dealer, please visit the Canadian Securities Administrators National Registration Search at [info.securities-administrators.ca/nrsmobile/nrssearch.aspx](http://info.securities-administrators.ca/nrsmobile/nrssearch.aspx).

As an Investment Dealer, we also a member of the **Canadian Investment Regulatory Organization (“CIRO”)**, the national self-regulatory organization, which oversees all Investment Dealers and trading activity on debt and equity marketplaces in Canada. CIRO carries out its regulatory responsibilities through setting and enforcing rules regarding the proficiency, business and financial conduct of its member firms, and individuals who conduct business on behalf of those firms, and through setting and enforcing market integrity rules regarding trading activity on Canadian equity marketplaces. For more information about CIRO, please visit their website at [www.ciro.ca](http://www.ciro.ca). If you would like to review the regulatory standing of any of our Investment Advisors, please visit The Investment Industry Regulatory Organization of Canada’s (“IIROC”, CIRO’s predecessor) ‘Know Your Advisor: IIROC Advisor Report’ at [Know Your Advisor: IIROC Advisor Report | IIROC](#).

Like all CIRO Member firms, IWSL is a member of the **Canadian Investor Protection Fund (“CIPF”)**. The CIPF provides insurance for clients of member firms in the highly unlikely event of a firm bankruptcy. Coverage of up to \$1 million of cash and securities held by the firm is available for various account types and groups of accounts. For more information, please visit CIPF’s website at [Canadian Investor Protection Fund \(cipf.ca\)](http://CanadianInvestorProtectionFund(cipf.ca)). At their website, you can also confirm our standing as a CIPF member. In addition, when you open an account with us, you will receive a copy of a CIPF brochure that also provides a summary of CIPF and their coverage limits.

### IWSL Investment Advisors

IWSL Investment Advisors operate either as employees of the firm or independent contractors. If your Investment Advisor operates as an independent contractor, you will receive a disclosure statement when you open your account, describing the relationship between IWSL and your Advisor as a Principal and Agent Relationship. If you have any questions regarding your Investment Advisor’s relationship with IWSL, please contact our Head Office at (416) 203-2000 or by email at [info@integralwealth.com](mailto:info@integralwealth.com).

## B. Relationships with Service Providers

### Carrying Broker - Fidelity Clearing Canada ULC

IWSL operates as a Type 2 Introducing Broker under CIRO rules. This means that we have contracted with another party, known as a Carrying Broker, to provide us with back-office services. IWSL’s Carrying Broker is Fidelity Clearing Canada ULC (“FCC”). FCC is an indirect, wholly owned subsidiary of 483A Bay Street Holdings LP, which is a joint venture between FIL Limited and Fidelity Canada Investors LLC. FIL Limited is a private, employee-owned company providing investment management services including mutual funds, pension management and fund platforms to private and institutional investors worldwide.

FCC and its registered affiliate, Fidelity Investments Canada ULC, conduct business under the “Fidelity Investments” brand which is a trademark of Fidelity Investments Canada ULC and a registered business name of

Fidelity Canada. Each of Fidelity Canada and FCC are separate legal entities and conduct business independently of each other.

FCC, a CIO and CIPF member firm, is a leader in the Canadian financial services industry with knowledgeable professionals experienced in providing core services, including brokerage processing, clearing and custody services, transfer of assets, retirement distributions, margin, and tax reporting, all uniquely tailored to the Canadian market. Through its uniFide™ digital services platform, FCC provides IWSL with full-service investment dealer back-office capabilities, enabling us to focus our time and energies on collaborating with our customers to deliver maximum relationship value. Please review the [Introducing Broker / Carrying Broker Disclosure Statement](#) for more information on FCC and the responsibilities of each firm.

### **Registered Plan Trustee - TSX Trust Company**

FCC has partnered with TSX Trust Company ("**TSX Trust**") to provide trustee services for our registered plans. TSX Trust is a federally regulated Trust Company and the largest Canadian-owned transfer agent and provider of corporate trust services. Assets you hold in registered plans, such as RSP, RIF, RESP or TFSA accounts are in the safe custody of TSX Trust. Registered accounts are also separately eligible for CIPF coverage. Details of how this affects your accounts can be found in the various Declarations of Trust which are provided to you by FCC when you open a registered account.

## **C. Investment Products We Offer**

IWSL offers the following suite of investment products:

- Common and Preferred shares
- Government and Corporate Bonds and other types of Fixed Income securities
- Options, Rights and Warrants
- Investment funds such as Mutual Funds and Exchange-Traded Funds
- Alternative Investments such as Real Estate Investment Trusts and Mortgage Investment Corporations and Flow-Through Shares
- New and Secondary Issues of Equity securities
- Private Placements
- Principal Protected Notes
- Cash Equivalent Instruments.

Your Investment Advisor can explain the features of these products to you including their structure, how they are traded and on what marketplaces, their risk and return profiles, and whether they are suitable for you.

Generally, most investment products recommended to you or purchased in your account can be readily liquidated or resold. Depending on the security, there may be restrictions on your ability to liquidate or resell a security, or there may be no organized market in which to sell the security.

### **Investment Risk**

When you purchase investment products from IWSL, it is important to consider the risks associated with investing. 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, settlement terms, a shortage of buyers, or other reasons. Generally speaking, 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.

Your Investment Advisor will explain the applicable risks to you prior to investing and how the risks relate to your personal and financial circumstances and the recommended investment strategy. Please ask your Advisor questions if you do not understand any of the risks explained to you.

## D. Types of Accounts We Offer

All of IWSL's account types are **Advisory Accounts**. This means that your Investment Advisor will work with you in establishing your investment objectives and parameters when you open your account, following which your Advisor will recommend suitable investments for your account. In an Advisory Account, you are responsible for making the investment decisions in your account. Further, you must authorize each transaction in your account before it proceeds. Neither IWSL nor your Advisor can initiate a transaction in your account without your approval. The only exceptions to this are if you fail to fulfill the legal terms of your Account agreement. These legal terms appear in [APPENDIX 1 - LEGAL TERMS OF ACCOUNT AGREEMENTS](#), with the exception of the terms of the Margin Account, which is provided to you by FCC if you open this type of account.

IWSL offers the following types of **Advisory Accounts**:

**Cash Account:** In a Cash Account, you must ensure that the full amount cash or securities of sufficient value are deposited in your account no later than two business days after the day you place an order to purchase a security (known as "**Trade Date**"). A Cash Account can be opened by an individual person or legal entity, or by two or more persons, jointly.

We offer a variety of Cash Account types to meet your financial needs including Retirement Savings Plan ("**RSP**"), Retirement Income Fund ("**RIF**"), Locked-In RSP, Spousal RSP, Tax-Free Savings ("**TFSA**"), Registered Education Savings ("**RESP**") and others. Please check with your Investment Advisor if you are interested in a particular type of Cash Account to see if we offer it.

Cash Accounts can also be operated in different currencies, including Canadian Dollar, U.S. Dollar, and others. If you transact in a currency other than the currency of your account, a foreign exchange transaction may be required. See the [Fee Schedule](#) for more information. Foreign exchange transactions add an additional degree of risk to your account and are only suitable for clients with a sufficient level of investment knowledge, experience and risk tolerance/capacity.

**Margin Account:** In a Margin Account, you can purchase securities on margin, and are only required to have sufficient cash or securities of value on deposit in your account to meet the margin rate. The margin rate, or amount of cash or securities you are required to have on deposit varies, depending on the type of security purchased. A Margin Account can only be opened by an individual person or legal entity.

When you transact in a Margin Account, you are borrowing against the value of the securities that you purchase. We charge you interest on your borrowing, depending on the size of your loan. See the [Fee Schedule](#) for our debit balance margin interest rates.

Margin Accounts can be used to trade securities on a long (owned) or short (borrowed) basis, depending on the type of security traded. **Short selling can be highly volatile and expose you to potentially unlimited risk of loss.** This strategy is only suitable for clients with a sufficient level of investment knowledge, experience, and risk tolerance/capacity.

Margin Accounts can be operated in Canadian Dollars or U.S. Dollars only.

**Options Trading:** You can trade in the following types of options and option strategies:

- Purchase Options
- Sell Covered Options
- Spread Option strategies
- Sell Uncovered Options.

Depending on the types of options and option strategies you wish to trade in, you will open either an Options Trading Account or Options Margin Account.

1. **Options Trading Account:** In an Options Trading Account, you can Purchase Options and Sell Covered Options on stocks, bonds, and other investments. If you wish to trade in Spread Option strategies or Sell Uncovered Options, you need to open an Options Margin Account.

The settlement terms of an Options Trading Account are the same as a Cash Account – you must have the full amount of cash or securities of sufficient value deposited in your account no later than two business days after the Trade Date.

2. **Options Margin Account:** In an Options Margin Account, you can Purchase Options, Sell Covered Options, trade in Spread Options strategies or Sell Uncovered Options. Similar to our regular Margin Account, we charge you interest on the borrowing in your account, at the interest rates set out in our [Fee Schedule](#).

**As options can be highly volatile, trading in options is only suitable for clients with a sufficient level of investment knowledge, experience, and risk tolerance/capacity.** Please review the [RISK DISCLOSURE STATEMENT FOR FUTURES AND OPTIONS](#) and the [DISCLOSURE STATEMENT FOR RECOGNIZED MARKET OPTIONS](#). Please note IWSL is not registered with regulatory authorities to trade in futures.

An Options Trading Account or Options Margin Account can only be opened by an individual person or legal entity. An Options Trading Account and Options Margin Accounts can be operated in Canadian Dollars or U.S. Dollars only.

**Leveraged Account:** In a Leveraged Account, you are also borrowing to purchase securities, but in a different way from a Margin Account. In a Leveraged Account, your Investment Advisor will either

- assist you in arranging an investment loan or home equity line of credit from a third-party financial institution, that you are responsible to make interest and/or principal repayments on, or
- assist you in re-arranging your existing mortgage debt and the equity in your home, converting your mortgage interest from non-tax-deductible to tax-deductible, a strategy known as *The Smith Maneuver*.

**Only certain IWSL Investment Advisors are approved to offer Leveraged Accounts.** Leveraged Accounts involve a higher degree of risk than Cash or Margin Accounts and is only suitable for clients with a sufficient level of investment knowledge, experience and risk tolerance/capacity. Please contact our Head Office to inquire about Leveraged Accounts.

A Leveraged Account can be opened by an individual person, or by two or more people, jointly. Leveraged Accounts can only be operated in Canadian Dollars.

Your Investment Advisor will work with you to determine the type of account best suited to your needs.

## **E. Trading & Other Fees**

IWSL is compensated by you for the trading activity that occurs in your account. You can choose from one of two different account types depending on how you want to pay for your trading activity:

**Commission-Based Account:** In a Commission-Based Account, you pay IWSL a commission on each purchase or sale of a security in your account, that is calculated as either a percentage of the value of trade or a flat fee. Your Investment Advisor will describe our base commission rate and you can further negotiate this rate with your

Advisor. For mutual funds, there may be additional fees, depending on the type of mutual fund series you purchase. See the mutual fund's prospectus for this information.

Cash Accounts, both registered (RSP, RIF, TFSA, etc.) and non-registered, Margin Accounts, Options Trading Accounts and Options Margin Accounts can all be set up as Commission-Based.

**Fee-Based (Integrity Plan) Account:** In a Fee-Based Account, you are charged a fee, calculated and deducted from your account on a monthly or quarterly basis, subject to an annual minimum amount. The fee is either a percentage of the value of the assets in your account or a fixed fee, depending on which option you choose. [You are not charged a commission or fee for individual trades within your Fee-Based Account, provided you do not exceed 25 trades per year. If you exceed the maximum of 25 trades per year, you will be charged an additional commission per trade].

Cash Accounts, both registered and non-registered, Margin Accounts, Options Trading Accounts, Options Margin Accounts and Leveraged Accounts can be set up as Fee-Based.

In addition to trading related fees, there are fees related to the operation of your account including RSP/RIF fees, account transfer fees, fees for certificate withdrawals, and others. A full listing of the account operation fees can be found in the Fee Schedule. We will provide you with at least 60 days' written notice of any new fee or changes to an existing fee in the Fee Schedule. Interest and commission rates may vary, please contact your Investment Advisor for a listing of current rates.

## F. Other Services We Offer

In addition to our wealth management business, IWSL operates in two other Lines of Business ("**LOB**"):

- Investment Banking, including underwriting and advisory services, and
- Market Making and Institutional Trading.

If you or your organization is a client of IWSL in one of these LOBs, you may also receive a recommendation to open an account with our firm to facilitate some portion of the services provided by these LOBs.

Certain IWSL Investment Advisors offer financial planning services. Your Investment Advisor will work with you to develop comprehensive and personalized financial plans based upon your unique needs. Financial plans are constructed with an emphasis on tax minimization strategies, retirement capital preservation, individual pension plans, philanthropic solutions, and efficient estate asset distribution.

Some of IWSL's Investment Advisors are also dually licensed to provide insurance products and related insurance planning solutions. Of those who are dually licensed, certain of these Advisors conduct their insurance activities through our affiliate company, **Integral Wealth Insurance Agents Limited** ("IWIAL"). If your Advisor does not offer insurance products and services and you are interested in speaking to an Advisor who does, please contact our Head Office and we will connect you with a dually licensed Advisor who can assist you.

IWSL's U.S. affiliate, **Amera Securities, LLC**, is a Broker-Dealer, registered with the Securities & Exchange Commission ("SEC") and member of the Financial Industry Regulatory Authority ("FINRA"), operating in the following lines of business in the United States only:

- Private placement of securities (on a best-efforts basis)
- Mutual Fund wholesaler
- Corporate Advisory services.

Neither IWSL nor any of its Investment Advisors are registered to conduct business in the United States.

## G. Leverage Disclosure Statement

Mutual Fund units and other securities may be purchased using available cash, or a combination of cash and borrowed money. If cash is used to pay for the purchase in full, the percentage gain or loss will equal the percentage increase or decrease in the value of the securities. The purchase of the securities using borrowed money magnifies the gain or loss on the cash invested. This effect is called leveraging.



For example, if \$100,000 of mutual fund units are purchased and paid for with \$25,000 from available cash and \$75,000 from borrowings, and the value of the fund units declines by 10% to \$90,000, your equity interest (the difference between the value of the securities and the amount borrowed) has declined by 40%, i.e. from \$25,000 to \$15,000.

It is important that an investor proposing to borrow for the purchase of securities be aware that a leveraged purchase involves greater risk than a purchase using cash resources only.

To what extent a leveraged purchase involves undue risk is a determination to be made by each purchase and will vary depending on the circumstances of the purchase and the securities purchased.

### **Financial Resources Required for Leveraged Investments**

It is also important that you be aware of the terms of a loan secured by securities. The lender may require that the amount outstanding on the loan not rise above an agreed percentage of the market value of the securities. Should this occur, the borrower must pay down the loan or sell the securities so as to return the loan to the agreed percentage relationship. In our example above, the lender may require that the loan not exceed 75% of the market value of the mutual fund units. On a decline in value of the units to \$90,000 the borrower must reduce the loan to \$67,500 (75% of \$90,000). If the borrower does not have cash available, the borrower must sell units at a loss to provide money to reduce the loan.

Money is, of course, also required to pay interest on the loan. Under these circumstances, investors who leverage their investment are advised to have adequate financial resources available both to pay interest and also to reduce the loan if the borrowing arrangements require such a payment.

## **H. Suitability Assessment**

In compliance with securities laws and regulations, we are required to collect certain information from you when you open an account with us. This information includes details of your personal and financial circumstances, investment needs and objectives, time horizon, risk profile, investment knowledge, and is referred to as Know Your Client ("KYC") Information. We will use this KYC information to conduct suitability assessments for transactions that occur within your account.

You will be provided with a copy of the KYC information that we collect from you at the time of account-opening and whenever there are material changes to the information.

The suitability assessment that we conduct using your KYC information applies to both Commission-Based and Fee-Based Accounts.

### **Commission-Based Accounts**

Before we provide you with recommendations as to which investments to purchase, or if you ask us to buy or sell a security, your Investment Advisor will review the transaction to determine if it is suitable for you according to our understanding of your KYC Information on file. This is why keeping your KYC Information up to date and accurate is very important. While you may be concerned about sharing some of this information, we can assure you your information will remain confidential and only used for its intended purposes, which is to allow us to determine if the proposed transaction is suitable for you in the context of your overall portfolio. If we do not believe the transaction is suitable, we will advise against proceeding with it.

We use the following components of your KYC Information in assessing the suitability if a proposed transaction in your account:

- **Annual or Periodic Income:** The amount, source and frequency of your annual or periodic income is an important factor in determining not only your ability to afford the purchase of your investment, but also the likelihood of you having to access the income or principal of your investment to support your financial needs.
- **Financial Situation:** What financial assets (deposits, investments) and liabilities (debt, mortgage) you have and the sources and amount of your income – we will consider the size of any transaction compared to the overall value of your net financial assets (assets minus liabilities).

- **Investment Knowledge:** Whether you consider yourself, or we understand you, to be a novice at investing, have some investment knowledge or feel you understand some of the new more complex financial products.
- **Investment Objectives:** What you tell us are your specific financial goals; this will help us determine how to balance the desire to keep your money safe (not lose principal), earn income, increase your capital through growth in the market value of your holdings/account and/or to speculate in the markets.
- **Time Horizon:** When you expect to need your financial assets, for example, to buy a house, pay for education or enter retirement – in retirement, this may also include consideration of tax requirements to withdraw minimum amounts.
- **Risk Tolerance & Risk Capacity:** The degree to which you feel comfortable, or uncomfortable, with the possibility of your investments losing value over your stated time horizon is your risk tolerance. Regardless of how you feel, your ability to withstand such losses as measured by your financial resources, is your risk capacity. Your Investment Advisor will ask you a series of questions at account opening to help you determine your risk tolerance and risk capacity. We will assign a score to each and use the lower of the two scores as part of the suitability assessment process. If we believe the risk profile of your proposed transaction exceeds the lower of your risk tolerance and risk capacity, we will advise you against proceeding with that investment.

**Many of the investment products we offer are considered speculative with a high degree of investment risk. You will require a high level of risk tolerance and risk capacity to invest in these products and to withstand and absorb the potential losses that may occur from these investments.**

In addition to your KYC Information, we will also consider how the proposed transaction affects your overall portfolio. If a proposed transaction puts your portfolio outside of your stated investment objectives, your stated asset mix or your portfolio's overall risk tolerance/risk capacity, we will advise you against proceeding with that investment.

In addition to analyzing the suitability of each proposed transaction in your account, your Investment Advisor will also complete a suitability assessment if any of the following events occur:

- you advise us of a material change in your KYC Information;
- you deposit or transfer into your account investments or assets from another financial institution;
- there is a change in the Investment Advisor who is servicing your account;
- you or we become aware of a significant change in a security in your account that could result in your account not meeting suitability requirements; or
- We undertake a review of your KYC Information, as we do from time to time.

If any of these suitability assessments results in your Investment Advisor or us having concerns with the ongoing suitability of your account holdings, you will be contacted to discuss these concerns and that discussion may be documented for our mutual benefit. If your Investment Advisor or we have strong concerns, this may result in your Advisor or us refusing to accept an order from you and/or terminating your account relationship.

Your Investment Advisor is not required to conduct a suitability assessment whenever significant market events occur. However, your Investment Advisor may review your accounts if such an event causes a considerable deterioration of your financial condition or if you request a review.

IWSL will ensure that any investment action that it takes, recommends, or decides on, for your account is suitable for you and puts your interest first, including when any of the above-noted events occur.

### **Fee-Based Accounts**

In addition to analyzing the suitability of your investment transactions in the way we do for a Commission-Based Accounts, we perform a further assessment of suitability for a Fee-Based Account monthly. In a Fee-Based Account, you are charged a regular, ongoing fee, whether you complete any new transactions in the account. As a result, we review your ongoing participation in the Fee-Based Account to determine if this account type is suitable for you. One element of that assessment is the nature and extent of transactions in the account in each period. Other elements of the assessment include other services provided by your Investment Advisor, which

include portfolio monitoring and reporting, and which may also include financial and tax planning, depending on whether your Advisor offers these services. If we have a concern with the suitability of your ongoing participation in your Fee-Based Account, we will contact you to discuss this concern and alternatives available to you to address it.

## **I. Your Responsibilities to Us**

### **Keeping KYC Information Up to Date**

Due to the significance of how your KYC Information affects the ongoing suitability of your investments and your portfolio, it is essential that you keep your KYC Information up to date. When any element of your KYC information changes, including any changes to your personal or financial circumstances, please contact your Investment Advisor with this new information. If the Investment Advisor or someone from our Head Office contacts you to ask about updates to your KYC Information, please be prepared to share any new information. Only by keeping your KYC Information up to date can we best serve your investment needs and fulfill our regulatory obligations.

### **Unsolicited Transactions**

If you contact us or your Investment Advisor wishing to purchase an investment or complete a transaction that has not been discussed with or recommended to you, this is considered an unsolicited transaction. In those circumstances, we are still required to complete a suitability assessment of the transaction. If we determine that the unsolicited transaction is not suitable for you, we have no obligation to accept this order or instruction. If you insist on proceeding with the unsolicited transaction, we will explain to you why we believe it is unsuitable, instruct you against proceeding, mark the order or instruction as “unsolicited” and document our discussions with you, including your decision to proceed contrary to our advice.

## **J. Our Other Responsibilities to You**

In addition to assessing suitability of your transactions and accounts, and supervising your Investment Advisor, IWSL is also responsible for the following:

### **1. Account Documentation**

Upon opening an account with IWSL, you will receive a copy of your completed New Account Application Form. Please review it carefully as it contains your KYC Information that was gathered from discussions with your Investment Advisor. It also identifies all of the owners and any other parties with interest in your account and includes important disclosures and legal terms that you commit to by agreeing to open your account.

The operation of your account is governed by legal agreements depending upon the type of account you have opened. All accounts are governed by the Client Account Agreement. In addition, depending on the type of account you open, you will receive:

- Margin Account Agreement
- Integrity Plan (Fee-Based) Account Agreement
- Options Trading Agreement, or
- Options Margin Agreement.

If you purchased securities or mutual funds when you open your account, you will also receive a copy of the applicable securities prospectus, offering memorandum, or in the case of mutual funds, fund prospectus and fund facts document, where required by securities legislation.

We are also responsible for providing you with additional account documentation, depending on the account type you have chosen. Examples of this additional documentation can include:

- Registered Account forms, for an RSP, RIF, LIRA, RESP or TFSA account, as well as various provincial and federal addendum and attestation forms pertaining to various registered accounts.

- Additional forms for accounts opened by non-individual legal entities, including Beneficial Ownership Information Form, Trading Authorization and Corporate Resolution.
- Third Party Identification & Verification Request when additional persons, beyond the primary account owner, have a beneficial interest in the account.
- Power of Attorney Forms if you wish to grant someone other than yourself authorization to transact in your account.
- Electronic Funds Transfer Set-Up or Wire Transfer Forms, to assist you in funding your account.
- Various taxation forms required by the Canada Revenue Agency ("**CRA**") and/or the United States Internal Revenue Service ("**IRS**"), pertaining to the identification and certification of your country of income tax residency, such as CRA Form RC518 or IRS W-8BEN or W-9 Forms.

Please contact your Investment Advisor or our Head Office if you have any questions on any forms you receive from us.

In addition, when you open an account with us, you will receive copies of three important IIROC brochures:

- How IIROC Protects Investors
- Making a Complaint – A Guide for Investors
- How Can I Get My Money Back – A Guide for Investors.

You will also receive at account opening a copy of the CIPF brochure explaining how CIPF operates and the coverages they provide, as well as a copy of IIROC's 'Strip Bonds and Strip Bond Packages – Information Statement'. If you purchase a Strip Bond from us, it is important that you review this Information Statement and let us know if you have any questions.

## **2. Trade Confirmations**

FCC is responsible for sending you a trade confirmation for each trade in your Advisory Account, whether Commission-Based or Fee-Based. Trade confirmations are sent to you on the first business day after the trade is executed or contracted to your account. If your Investment Advisor does not hear from you within ten (10) days of the settlement date shown on the trade confirmation, IWSL will consider the trade correct, complete, and authorized by you.

## **3. Account Statements**

FCC is responsible for sending you an account statement quarterly for each of your accounts, and monthly if you transacted in your accounts in the prior month. Account statements will, at a minimum, include details on all trades in securities (the name of the security, and the price and quantity at which it traded); open and closing cash balances; and the cost and market value of your holdings as of the end of the statement period. The value of most securities you hold is calculated as of the previous month end.

In the case of securities that have ceased trading, no longer trading, due to a financial reorganization or bankruptcy, trade on a very limited basis or, in the case of Canadian Controlled Private Corporations and other private companies, do not trade on any active marketplace, pricing of such securities may be reported as not determinable on the statement.

### **Performance Information**

We can provide you with a rate of return performance on your investments over various periods. This information does not appear in the monthly client statements; however, you may request it at any time from your Investment Advisor.

### **Statement Errors**

We do our best to avoid errors, however misunderstandings and mistakes can happen. If you identify an error or a concern with your account statement, please contact your Investment Advisor. If we or your

Investment Advisor do not hear from you within 30 days of the statement date, IWSL will consider all content within the statement to be correct, complete, and approved by you.

#### 4. Annual Account Reports

FCC is responsible for sending you an Annual Account Report for the previous calendar year. This report contains two sections: 1) Performance, and 2) Charges and Payments. The Performance section, which includes annual total percentage information, gives you a clearer picture of how your investments have performed over the last year. The Charges and Payments section lists the charges you paid over the same time-period, along with any third-party payments associated with your accounts.

#### 5. Investment Performance Benchmarks

When properly selected, investment performance benchmarks are an effective way to assess the relative performance of your investment strategy and represent a good starting point when evaluating the overall success of your investment choices. They can also help you form realistic expectations about the returns your portfolio can generate over the long term.

For example, an annual return of 5% on a diversified equity portfolio may not seem strong. However, if the portfolio's benchmark return is 3% over the same holding period, the equity portfolio has outperformed its benchmark on a relative basis.

Many investors choose a broad market index to serve as an investment performance benchmark. For example, the S&P 500 is an index of 500 leading companies in the large-cap segment of the U.S. equities market and would be an appropriate benchmark for a client invested in large-cap U.S. equities. Similarly, the FTSE TMX Canada Bond Universe Index would be an appropriate benchmark for a portfolio comprised of Canadian bonds since this index tracks the performance of investment-grade fixed income in the Canadian market. For a portfolio composed of securities from several different asset classes, the appropriate benchmark might be a combination of indices weighted according to the portfolio's asset mix.

Due to the vast number of benchmarks from which to choose, and because investment strategies will vary from one client to the next, benchmark comparisons are not provided as part of our standard account reporting. Please speak with your Investment Advisor to discuss what benchmarks might be appropriate for you.

#### 6. Conflicts of Interest

Actual, potential, and perceived conflicts of interest arise where an action or decision by someone has the effect of benefiting others at that person's expense. Such conflicts exist in almost all human interactions and, as we are an intermediary, acting for both buyers and seller of securities and investment products, conflicts will arise from time to time:

- between you and our firm, as well as between you and your Investment Advisor
- between you and our other clients: we act for many clients and must allocate investment opportunities among all of them fairly, so as not to favor intentionally one client over another; and
- between us and our related or associated companies.

We have policies and procedures in place to address the handling of conflicts of interest. The key features of these policies and procedures are:

- **We avoid conflicts** prohibited by law as well as conflicts that we cannot effectively control.

In situations that we do not or cannot avoid the conflict, and where our interests may compete with yours, your interest is always given priority by our acting in one of two ways:

- **We control or manage acceptable conflicts** by physically separating different business functions, restricting the internal exchange of information in person or through systems, reducing the possibility of one part of our organization unsuitably influencing another, removing

the financial incentive of an employee to favor a particular product or service over another that may be more suitable, and setting up and testing our operational review and approval processes.

- **We disclose information about any remaining conflicts** to you so that, when you evaluate our recommendations and actions, you can assess independently if conflicts are significant for you.

To help you understand and assess material potential and actual conflicts of interest, we strongly encourage you to read our [APPENDIX 2 – CONFLICT OF INTEREST DISCLOSURE STATEMENT](#). A copy of the Disclosure Statement can also be found on our website. The Conflict of Interest Disclosure Statement highlights the most common conflicts of interest encountered by your Investment Advisor and/or IWSL in delivering our products and services to you and will assist you in understanding how these common conflicts will be managed. Any conflicts of interest not already disclosed to you within the Conflict of Interest Disclosure Statement or that emerge during the course of your relationship with your Investment Advisor or IWSL will be disclosed to you as they arise.

Included in the Conflict of Interest Disclosure Statement is reference to securities issuers who are related and connected to IWSL See [APPENDIX 3 – STATEMENT OF RELATED AND CONNECTED ISSUERS](#) for a copy of our most recent Statement of Related & Connected Issuers.

If you have any questions or concerns regarding conflicts of interest, please contact your Investment Advisor or our Head Office.

## **7. Trusted Contact Person & Temporary Holds**

A Trusted Contact Person (“TCP”) is a new role introduced by Canadian securities regulators on December 31, 2021. Designed to help enhance the protection of elderly and vulnerable clients, it applies to all clients of investment firms across Canada that are registered with the regulators. Here is a list of frequently asked questions regarding what a TCP is and their role with your account:

### **A. What is a Trusted Contact Person?**

A TCP is a person you authorize your financial firm to contact in limited circumstances, such as if there is a concern about activity in your account and they have been unable to get in touch with you. We recommend an individual who should not be connected to your estate and would have no current future interests in your accounts. A TCP may be a family member, attorney, accountant or another third party who you believe would respect your privacy and know how to handle the responsibility. You may establish more than one TCP for your account.

### **B. Who Should Have a Trusted Contact Person?**

We suggest a TCP for anyone who has an investment account.

### **C. Why Should I Add a Trusted Contact Person to my Account?**

Among other things, having one or more TCPs provides another layer of safety on your account and puts your financial firm in a better position to help keep your account safe.

### **D. How Does Having a Trusted Contact Person Help Me?**

Maybe you are traveling. Maybe you have been displaced by an event. Maybe there is a concern about fraud. Or maybe you are having a health issue. A TCP can help your firm connect with you. A TCP may be asked to confirm your current contact information, health status or the identity of any legal guardian, executor, trustee, or holder of a power of attorney.

### **E. What Authority Does a Trusted Contact Person Have Over My Account?**

Being named as a TCP does not provide that person with any authority to make transactions in your account and does not make that person a power of attorney, legal guardian, trustee or executor.

By designating a TCP, you are authorizing the firm to contact someone you trust and disclose information about your account only in limited circumstances. A firm may only disclose reasonable

categories of information to a TCP, including information that will assist the firm in administering the customer's account. No financial detail will be required to be disclosed.

Unless separately authorized, a TCP:

- cannot make trades in your account,
- cannot make decisions about your account; and
- will not be provided with financial details.

A TCP is simply someone who can help your financial firm help you, if needed.

#### **F. How do You Add a Trusted Contact Person to Your Account?**

You can contact your Investment Advisor and advise them of your desire to add a TCP. Your Advisor will send you a Trusted Contact Person Authorization Form to complete, sign, and return to us.

#### **G. What is a Temporary Hold?**

A temporary hold is a halt or cessation in the processing of a transaction for your account that we initiate, due to concerns we have regarding your knowledge or authorization of the transaction. If we place a temporary hold on a particular transaction, we will provide you with written notice explaining our reasons for the temporary hold for a period of 30 days or until the temporary hold has been revoked.

### **8. Complaint Handling**

We are responsible for responding to your feedback effectively and efficiently, and for resolving any complaint you may have regarding your IWSL accounts and/or your Investment Advisor. In most cases, a complaint can be resolved by your Investment Advisor or their designated supervisor. However, should you feel your complaint cannot be resolved by your Investment Advisor or their designated supervisor, please contact our Designated Complaints Officer ("**DCO**") directly at:

Integral Wealth Securities Limited  
181 University Avenue, Suite 1600  
Toronto, Ontario M5H 3M7  
Tel: (416) 203-2000 | Toll Free 1 (877) 589-2020  
Email: [info@integralwealth.com](mailto:info@integralwealth.com)

The DCO is responsible for acknowledging your complaint within five (5) days of its receipt. The acknowledgement letter will include the contact information of the person handling your complaint, a summary of our complaint handling procedures, the timeframe in which you can expect to receive a substantive response to your complaint, and the escalation steps available to you should you remain dissatisfied with our complaint examination findings. Submitted with the letter will also be a copy of IIROC's "An Investor's Guide to Making a Complaint" pamphlet.

The substantive response letter we send to you will include a summary of your complaint, an explanation of our investigation, our final decision, and your available options should you be dissatisfied with that decision. You may submit your complaint to the Ombudsman for Banking Services and Investments ("**OBSI**") if you have not received a written notice of decision after 90 days from the date you submitted your complaint. For more information about OBSI, please visit their website at [www.obsi.ca](http://www.obsi.ca). Also, if you are not satisfied with the outcome of the review of the complaint by the DCO, you may escalate your concerns directly to the OBSI within 180 days from the date of our response letter to you. The services of OBSI are free of charge.



## II. Introducing Broker / Carrying Broker Disclosure Statement

**Required by the Canadian Investment Regulatory Organization ("CIRO"). This statement contains important information. Please read it carefully and retain it for future reference.**

Fidelity Clearing Canada ULC ("**FCC**") is the Carrying Broker for the financial institution with whom you opened your securities account. Your financial institution (**Integral Wealth Securities Limited**) is independent of FCC and has retained FCC to provide certain recordkeeping and support services which will include some or all of the following:

- Custody of securities and cash
- Extension of credit on margin transactions
- Execution of trading
- Settlement of Securities transactions.

An Introducing/Carrying Broker Agreement has been established between FCC and your financial institution. The responsibilities of each of your financial institutions and FCC are outlined below. This brochure is not meant to be a complete summary of responsibilities but is meant to be a general disclosure.

### **Your Financial Institution's Responsibilities**

- Your financial institution has specific responsibility for the supervision and service of our securities account. It has its own personnel and has established its own policies and procedures and is responsible for abiding by all applicable laws and regulations.
- Your financial institution is solely responsible for obtaining the necessary documentation and subsequently approving the opening of your securities account(s). It is also solely responsible for knowing and understanding your investment objectives.
- Your financial institution is solely responsible for the acceptance, and in most cases, the execution of your securities transactions. It is also solely responsible for knowing all the necessary facts about any orders for securities for your account.
- Your financial institution is solely responsible for any investment advice, recommendations or management services provided to you. It is also solely responsible for deciding if certain types of transactions, which it may recommend, are appropriate for you.
- Your financial institution is solely responsible for supervising the activities of any person or persons involved with you and your account, for the continued relationship with you and for promptly resolving any complaints you may have regarding the handling of your account.
- Your financial institution is solely responsible for correctly identifying and promptly forwarding to FCC any cash or securities it may come into possession of, on your behalf. FCC assumes no responsibility and has no involvement in any of the above matters.

### **FCC's Responsibilities**

- FCC is only responsible for those services it has been contracted to provide to your financial institution, as outlined in the Introducing/Carrying Broker Agreement.
- FCC will process orders to purchase, sell and/or transfer securities to or from your account with your financial institution as it directs FCC. FCC is never obliged to accept orders directly from you, and will do so only in exceptional circumstances, and only once it has been specifically requested to do so by your financial institution. It also reserves the right to refuse any order or account at its sole discretion.
- FCC will receive and deliver cash and securities for your account and will record this receipt or delivery on its books and records using the information provided to it by yourself or your financial institution.
- FCC is responsible for the custody of your cash and securities only once they come into its physical control. It will provide custody services for your securities and cash, and will perform any voting, reorganization or collection or disbursement of dividends and interest necessary in relation to the securities we hold in custody for you.
- If, in discussion with your financial institution, you choose to open a margin account, FCC or your financial institution will loan you money for the purpose of purchasing, or selling short, securities in your



account, in accordance with the terms of your New Account Application (KYC), your financial institution's margin account agreement, regulatory margin requirements and FCC or your financial institution's margin policies, which may be more restrictive than regulatory requirements.

- FCC will provide your financial institution with reports summarizing all transactions processed on your behalf to enable it to fulfill its responsibilities under the Introducing Carrying Broker Agreement. In addition, FCC will assist you and your financial institution in resolving any discrepancies and errors that may occur in the day-to-day operation of your account.
- FCC will prepare, and in most cases transmit to you, any trade confirmations for transactions undertaken in your account. In addition, it will provide periodic (at least quarterly if securities or cash are maintained in the account) account statements which will summarize transactions processed for or by you for your account.

In providing the services to your financial institution, FCC may use the services of certain third-party service providers for such services as automatic data processing, clearing, settlement and custody, transfer, proxy voting services, and other similar services.

FCC does not control, audit, or otherwise supervise the activities of your financial institution or its employees.

### Disclosure Statement

The safety and protection of your assets are of the utmost importance to FCC. FCC is a member of the CIPF. Customers' accounts are protected for losses arising from the insolvency of a member firm for up to \$1 million. An explanatory brochure is available upon request from your financial institution or directly from the CIPF website at [www.cipf.ca](http://www.cipf.ca).

## III. Fee Schedule

IWSL charges various fees for the products, services, and types of accounts the firm offers. We will not make any significant changes to this fee schedule without first providing you, our customer, with at least sixty (60) days' notice.

Product Fee Schedule	
Product	Fee
Canadian & U.S. Equities	Commissions on trades in Canadian and U.S. equities are negotiated between the client and the Investment Advisor and are payable in the currency of the executing market
Mutual Funds	See the mutual fund's prospectus to determine which commission or trailer fees are applicable to the funds you are purchasing. Any front load commissions may be negotiated with your Investment Advisor.
Bonds	All bonds and fixed income securities, including Government of Canada, corporate and provincial bonds, corporate bonds, U.S. and foreign traded bonds, T-Bills and other money market instruments, are traded on a net-to-client basis. In these transactions, IWSL will act as Principal, and any revenue earned by the firm is included in the quoted price, which is based on the applicable Bid/Ask spread.  Commissions on exchange traded bonds may be negotiated with your Investment Advisor.
Foreign Exchange Conversions	For any transaction in a currency other than that of the currency of the account, a foreign exchange conversion may be required. IWSL will earn a transaction fee on this conversion, based on the applicable Bid/Ask spread for the currency. This commission or currency transaction fee is in addition to the commission that is charged on the securities trade. Unless otherwise specified or agreed to, foreign currency conversions take place on Trade Date.

<b>Account &amp; Transaction Fees Schedule</b>		
<b>Account or Transaction</b>		<b>Fee (plus applicable taxes)</b>
<b>Registered Accounts - Annual Fees</b>		
• Registered Retirement Savings Plan		\$125.00
• Registered Retirement Income Fund		\$125.00
• Locked-In Retirement Income Fund		\$125.00
• Second registered account with same SIN		\$62.50
• Group Registered Retirement Savings Plan		\$62.50
• Registered Education Savings Plan		\$25.00
• Tax Free Savings Account		\$25.00
<b>Other Registered Account Fees</b>		
• Plan Deregistration - Full		\$125.00
• Plan Deregistration - Partial (per asset)		\$50.00
• Registered Account Transfer - Full		\$150.00
• Registered Account Transfer - Partial		\$75.00
<b>Transaction &amp; Other Fees</b>		
• Non-Registered Account Transfer - Full		\$150.00
• Non-Registered Account Transfer - Partial		\$75.00
• Stop Payment Request		\$30.00
• Returned Cheque (NSF)		\$30.00
• Wire Transfer Out (in account currency)		\$50.00
• Wire Transfer In (in account currency)		\$10.00
• Certified Cheque Withdrawal		\$25.00
• Non-certified Cheque Withdrawal		\$10.00
• Electronic Funds Transfer		No charge
• Certificate Deposit		\$70.00, plus 3 <sup>rd</sup> party costs
• Certificate Registration - normal		\$90.00
• Certificate Registration - rush		\$200.00
• Removal of Legend or 144 on Certificate		\$500.00
• Replacement of Lost Certificate		\$50.00, plus 3 <sup>rd</sup> party costs
• Warrant or Rights Exercise		\$20.00
• Account Research		\$50.00 per hour
• Unclaimed Accounts		\$125.00
• Inactive Account Maintenance		\$15.00 per quarter
• Estate Processing		\$150.00 per client
<b>Debit Interest Charged on Margin Accounts</b>		
	<b>Canadian</b>	<b>U.S.</b>
Debit over \$100,000	Prime + 1.25%	Prime + 2.00%
Debit between \$50,000 and \$100,000	Prime + 2.00%	Prime + 2.50%
Debit less than \$50,000	Prime + 3.00%	Prime + 3.25%

### **Impact of Fees, Service Charges and Other Costs on Investment Returns**

The costs associated with maintaining your account, as well as expenses charged within investment products or third-party charges 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.

## **IV. Account Agreements**

Copies of the legal terms of the following account types are located in [APPENDIX 1 - LEGAL TERMS OF ACCOUNT AGREEMENTS](#):

- Client (Commission-Based) Account - Individual
- Client (Commission-Based) Account - Joint

- Online Account Access Terms and Conditions
- Options Trading Account
- Integrity Plan (Fee-Based) Account

## **V. Consent to Electronic Delivery of Documents**

When you open an account with us or when you update the KYC information on your existing account, we may ask you to provide us with consent to the electronic delivery of certain regulatory documents. Before you provide that consent, please carefully review our 'Consent to Electronic Delivery of Documents' policy, which is located on our website. The key features of this policy are:

- which documents are covered by your consent,
- how you can access these documents electronically,
- your responsibilities and IWSL's responsibilities in the delivery of electronic documents, and
- the fact you can withdraw your consent at any time, by notifying us.

## **VI. Privacy Policy**

Your privacy and the privacy and confidentiality of the information that you provide us is extremely important to us at IWSL. Please review a copy of our Privacy Statement that is located on our website. The Policy describes how we store and protect the privacy of your information and how you can contact us with any privacy concerns.

## **VII. Information on our Website**

In addition to the information contained in this booklet, the following documents and information are available on our website, [www.integralwealth.com](http://www.integralwealth.com):

- Legal Disclaimers (Terms & Conditions of Website Use)
- Conflict of Interest Disclosure Statement
- Privacy Statement
- Securities Trading on Multiple Marketplaces
- Shared Premises & Outside Business Activities Disclosure
- Best Execution Policies
- National Instrument 24-101 – Institutional Trade Matching Policy.

## APPENDIX 1 - LEGAL TERMS OF ACCOUNT AGREEMENTS

### CLIENT ACCOUNT AGREEMENT

In this agreement,

- i. the words “we”, “us” and “our” means Integral Wealth Securities Limited (“Integral”);
- ii. the words “you”, “your” and “accountholder” mean the holder or holders of an account with us or anyone you authorize to trade in your account;
- iii. the term “securities” includes stocks, mutual funds, bonds, debentures, warrants, rights, options, investment certificates and any other rights to property of any nature or kind;
- iv. the phrase “business day” means any Monday to Friday, inclusive, on which our head office in Toronto is open for business;
- v. the word “account” includes any account with us in which you have an interest, whether jointly or otherwise, and any account which you have guaranteed;
- vi. the word “indebtedness” includes liabilities; and
- vii. the word “spouse” means any person who resides in the same home as you to whom you are married, or any person of the opposite sex or the same sex who resides in the same home as you and with whom you are living in a conjugal relationship outside marriage.

In consideration for us buying, selling and generally dealing with and trading in securities for your account, you agree that this agreement will govern all matters pertaining to all of your accounts with us, including any future accounts, and all transactions relating thereto:

1. **Legal Capacity:** You have reached the age of majority. Unless disclosed to us, you are not a partner, director, officer, employee or contract staff member or otherwise associated or affiliated with a member of any stock exchange, or a member of the Investment Industry Regulatory Organization of Canada, including any similar organizations or a spouse or relative of any such individual living in the same household. If you become associated with such an entity in any of the above capacities, you will notify us immediately and provide us with written approval from your employer to open or maintain your account with us.

Unless disclosed to us, neither you nor your spouse or any relative living in the same household as you are an insider of a publicly traded company, or hold, either individually or as part of a group, a control position of a publicly traded company. If you or your spouse or any relative living in the same household as you become an insider or acquire a control position of a publicly traded company, you will notify us immediately.

If you or a security you hold in your account with us is or becomes subject to a cease trade order, you will comply with the terms of the cease trade order until such time that it is revoked or varied to permit trading.

If you are a corporation, trust, partnership, investment club or other legal entity, you confirm that you have the right and ability to enter into this agreement and carry out the transactions described in it and the execution and delivery of this agreement has been properly authorized.

2. **Right to Refuse to Accept Any Instruction:** We have the right, in our sole discretion, to refuse to accept or execute any instructions with respect to your account, including, without limitation, any order for the purchase or sale of a security or for the deposit or withdrawal of securities or money from your account, whenever we consider it necessary for our own legal protection. We are not liable for any loss, expense or damage you suffer arising from or relating to such refusal.
3. **Trading Authorization:** By completing a trading authorization form, you can give another person authorization to trade securities in your account, including buying and selling on margin or short selling (where applicable), to transfer money to, from or between your accounts (subject to reasonable restrictions imposed by us from time to time for registered plans), or to take any other action in connection with the accounts on your behalf. We will act on this person's instructions without conducting any inquiries or investigations into the propriety of such instructions. If you give authorization to more than one person, each person can deal independently with us on your behalf without the consent of the others. This person may withdraw money or securities from your account if the money is payable to you or the securities are registered or beneficially held in your name. If you want to discontinue another person's trading authorization on your account, you must send us a notice in writing to this effect. The notice will be effective once we acknowledge in writing that we have received the notice. We may act on any instructions that we received from a person with trading authorization before the notice became effective. You assume the risk on all transactions involving a trading authorization on your account. You agree to indemnify us from all debts, costs, damages and losses, including legal costs, we may incur from a transaction involving a trading authorization on your account.
4. **Trading Rules:** The rules of the Investment Industry Regulatory Organization of Canada apply to all transactions carried out for you. If a transaction is carried out on an exchange or other marketplace, the constitution, by-laws, rules, regulations, customs and usages of that exchange or marketplace and its clearing house apply. If the trade is not carried out on an exchange or marketplace, the rules, usages and customs that investment dealers use for similar trades, including settlement procedures, will apply.

5. **Buying and Selling Securities:** You will pay for all securities on the settlement date or on any other day we may indicate in writing. We will credit to your account any dividends, interest, other money received for your securities and the proceeds from a sale or disposition, after deducting any charges, fees or commissions. We may register ownership of your securities in a nominee account held by us 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 keep a record of all receipts, deliveries of securities and account positions.
6. **Fees, Charges and Commissions:** We will deduct from your account any applicable administrative fees, costs, charges, commissions and transaction charges for operating your account and placing trades for you, registered account trustee and administrator fees, interest or financing charges, exchange fees, electronic fund transfer fees and wire transfer fees. Commissions for most fixed income securities including, but not limited to, treasury bills, bonds, strip bonds, non-exchange listed debentures, investment certificates, money market instruments or other similar securities may, at our discretion, be included in the purchase or sale price of such securities. 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, tax shelter securities, Canada and provincial savings bonds, guaranteed investment certificates and farm credit notes. Our fee charges and commissions are listed in the Commission and Fee Schedule provided to you at the time you commenced your relationship with us. We may change our fee charges or the Commission and Fee Schedule by giving you notice in writing. You irrevocably appoint us as your attorney for the purposes of making any withdrawals from any segregated funds held in your account required to pay fees or expenses owing for that account.
7. **Interest:** We will deduct from your account any interest you owe us (including interest on interest). Interest will accrue daily on any debit balance in your account at a variable rate in accordance with our interest charge policies. Our rate of interest will be the rate shown on your monthly or quarterly statement although we may change the interest rate at any time without notice to you. We do not pay interest on credit balances below certain amounts. Our current interest rates and the minimum credit balance required to earn interest is available upon request.
8. **Foreign Exchange:** 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. In all such transactions and at any time a conversion of currency is made, we will act as principal with you in converting the currency at rates established or determined by us. We may earn revenue, 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, or in the market. The charge to you and the revenue earned by us may be higher when a transaction requires more than one currency conversion or when the currency is not commonly traded. Conversion of currency, if required, will take place at the trade date unless otherwise agreed.

Where a transaction with a mutual fund company involves a currency conversion, the mutual fund company may charge you for the conversion. In such situation, we do not earn any foreign exchange revenue in connection with such conversions. We may transfer and convert currency between any Canadian and United States dollar accounts you may have with us as we consider necessary or advisable to meet your obligations in either of those currencies, which are not covered by your payment to us.

9. **Credit Balance:** Any cash you hold in your account is your "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. This means we may use such credit balances for our business.
10. **Security Interest:** You hereby pledge and charge to us and grant us a security interest in all present and future credit balances, securities and contracts relating to securities and other property held or carried in your account for any purpose, including any property in which you have an interest at any time, dividends or other income derived therefrom (the "Collateral"), as continuing security for all your indebtedness and obligations, present or future, matured or contingent to you, however arising, whether individual or joint, including by reason of your guarantee of account of others.
11. **Indebtedness:** Whenever you have more than one account with us, or have guaranteed any indebtedness arising in connection with any other account, we may at any time, without notice to you, transfer any credit or debit balances between the accounts you hold with us (other than registered accounts) in order to offset any indebtedness.

We may pledge or sell any or all of the Collateral if

- a. you do not comply with your obligations under this agreement,
- b. you are indebted to us,
- c. we consider there to be inadequate security for your obligations,
- d. a petition in bankruptcy is filed against you or a receiver is appointed for you,
- e. in the event of your death, or
- f. for any other reason if we, in our sole discretion, believe it to be reasonable to protect our interests.

We may, without limiting the generality of the foregoing, pledge or sell any or all the Collateral at public or private sales or otherwise realize on any or all of the Collateral for such price and on such terms as we deem reasonable, without advertisement or notice to you or others and without prior tender, demand or call of any kind upon you or others.

If any sale of the 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 waiver or to not exercise our rights over the Collateral, we do not in any way limit, reduce or discharge any indebtedness or part thereof. Any waiver by us of any provision in this section shall not be deemed a waiver of any other provision of this section or this agreement, nor shall any waiver by us of any breach of this agreement by you be construed as a continuing waiver of other breaches of the same or other provisions of this agreement. Neither failure nor delay on the part of us to exercise any right, remedy, power or privilege hereunder shall operate as a waiver thereof, or of the exercise of any other right, remedy, power or privilege. If we consider 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.

With respect to any accounts opened in Quebec, you hereby grant to us (and upon each delivery thereof) a hypothec in the amount of one million dollars, plus interest at the rate of interest described to you in your monthly or quarterly account statements, on the Collateral, as security for all of your indebtedness and obligations, present or future, matured or contingent to you up to a maximum of one million dollars. This amount may differ pursuant to a written agreement between you and Integral which has been approved in writing by an officer of Integral. Nevertheless, we are not obligated to grant credit to the extent of such or any other amount. This means we may treat the Collateral as security for any or all of your indebtedness and obligations, present or future, matured or contingent, to us. Our nominees and us have full ownership rights over the Collateral and may perform all acts of ownership with respect to the Collateral to the same extent as you. This paragraph shall not be applicable to Collateral while held in registered plans.

This section creates rights in our favour which are in addition to and not in substitution of any other right or security held by us and shall be interpreted in order that any part of the Collateral located in any other jurisdiction than the jurisdiction governing this agreement shall be charged by a valid lien or security according to the applicable laws of such other jurisdiction.

12. **Collection Costs:** You will reimburse us for the reasonable costs of collection of payments owed to us, including legal fees.
13. **Securities Lending:** If your securities are not fully paid for we may lend any of your securities or any part of them either separately or together with other securities we are holding 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, including a short sale. 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 your securities to you pursuant to the terms of this agreement.
14. **Security Receipt and Delivery Obligations:** We may accept or reject securities submitted for your account in our sole discretion. Our responsibilities in holding securities for you in safekeeping are limited to exercising the earnest degree of care exercised by us in the custody of our own securities and no more. We will not be responsible as a guarantor for any loss. Securities held for your account may, at our discretion, be kept at our head office or any of our branch offices or at the office of a correspondent broker or at any institutional depository. You may direct us in writing to hold the securities in another location. We may fulfill our obligation to deliver your securities to you by delivering certificates or securities of the same kind or amount, although not the same certificates or securities deposited or delivered to us,

We cannot guarantee delivery of certificates or securities in any circumstances where a transfer agent or registrar of the securities is unable to provide a certificate or securities.

In case of the sale of any security, asset or other property by us for your account and our inability to deliver the same to the purchaser by reason of your failure to supply it to us in transferable or negotiable form, you authorize us to borrow any security, asset or other property necessary to make delivery. You agree to be responsible for any loss which we may sustain thereby and for any premiums, dividends costs, fees or charges which we may be required to pay thereof. You agree to be responsible for any loss which we may sustain by reason of your failure to supply us with the security, asset or other property in transferable or negotiable form.

We are under no obligation to accept securities that are restricted in any way as to trading or transfer, but may do so in our sole discretion but at your sole risk. You agree that we are not liable to you in any way with respect to the processing of the restricted securities, including any market value movement that may occur during the processing period regardless of any delays, whether caused by our negligence or otherwise. You warrant that any securities delivered to us by you or on your

behalf are free of any encumbrances including constructive liens or hypothecs.

15. **Communications.** Except as expressly stated herein, all notices, demands, requests, statements, confirmations or other communications (collectively, "Communications") required or permitted by this agreement shall be in writing. Communications may be sent to you at the address given in your application as a mailing address, or at such other address as you may hereafter give us at our branch of account, in writing. All Communications sent to you, whether sent by mail, electronic mail, facsimile, telegraph, messenger or otherwise shall be effective, and treated as having been given by us to and received by you, on the date of mailing or other sending, whether or not actually received.

16. **Verification of Transactions:** Reports and confirmations of the execution of orders will be considered final if not objected to on the date of notification by telephone or within 10 days of electronic or postal mailing. Statements of your account will be considered final if not objected to within 30 days after electronic or postal mailing to you.

It is your obligation as the account holder to review these communications carefully when you receive them and notify us in writing immediately of any errors, omissions, objections, complaints or concerns to the information provided. This written notice must be sent to: Integral Wealth Securities Limited, 1600, 181 University Avenue, Toronto Ontario, M5H 3M7.

If you do not notify us in writing of any errors, omissions, objections, complaints or concerns within 30 days after transmittal by electronic or postal mail of the trade confirmation or account statement to you, you agree that the information and balances shown on the statement are correct and accepted by you as being accurate in all regards including suitability. IF YOU FAIL TO GIVE US THIS NOTICE, WE WILL BE RELEASED BY YOU FROM ANY AND ALL CLAIMS BY YOU IN CONNECTION WITH THE STATEMENT, YOUR ACCOUNT, ANY TRANSACTIONS SHOWN OR NOT SHOWN ON IT AND ANY ACTIONS TAKEN OR NOT TAKEN BY US REGARDING YOUR ACCOUNT.

If you notify us outside the 30 day period of (a) errors or discrepancies in any statement, or (b) any action taken or not taken by us regarding your account, and we undertake an investigation of your claim, we may charge you with an hourly investigation fee. You understand that there is a minimum charge for each employee engaged in the investigation. You agree to pay such fee to us immediately. We may charge the fee to your account.

17. **Limitation of Liability:** We acknowledge that we will act fairly, honestly and in good faith in the operation of your account. You

acknowledge that all investments involve varying degrees of financial risk and that the value of assets in your account may fluctuate due to market conditions and other factors. We are not liable for any losses realized on your investments or any decrease in the value of your investments, unless such loss is caused by our negligence or willful misconduct.

By acting fairly, honestly and in good faith, we are not liable for any losses, claims, damages or liabilities of your account, however caused, as a result of:

- a) trading in securities,
- b) delays in receiving or processing transaction instructions from software or system malfunctions which are outside of our control,
- c) delays in transferring securities or account balances to a third party;
- d) any action we take or do not take because of an error in your instructions to us or if we do not receive your instructions;
- e) accepting, acting upon, or refusing to act upon an electronic or digital signature that has been, or appears to us to have been, submitted by you;
- f) government, regulatory or self-regulatory restrictions or regulations, exchange or market rules, suspension of trading, unusual market activity, cease trading orders, war, strikes, equipment malfunction or other conditions or events which are beyond our control; or
- g) not offering a specific investment opportunity or excluding a specific security from any account unless such loss, claims, damages or liabilities on your account are caused by our negligence or willful misconduct.

We further specify that unless agreed in writing or stipulated within our terms and conditions, we have no obligation to recommend an investment or security to you, monitor the securities in your account, communicate trading limits, margin calls or changes in the market, advise you of pending record dates or the pending expiry of rights or warrants.

These limitations of liability will survive termination of this agreement.

18. **Consent to Collect and Use Your Online Activity Information:** We may collect your online activity information in public and secure websites of Integral, or in Integral advertisements hosted on third party websites, using cookies and other tracking technology. Your online activity information may be used together with other information we have about you to assess the effectiveness of online promotions, to gather data about website functionality, to understand your interests and needs, to provide you with a customized online experience and to communicate to you information about products and services that may be of interest to you. The consent in this section will not change any other consent or preferences you have given or may give regarding the collection, use and disclosure of your

personal information. To request that your online activity information not be collected and used for the purposes noted in this section, please feel free to contact an Integral investment services representative at 1-877-589-2020. For more details please see our online Privacy Policy by visiting our website at [www.integralwealth.com](http://www.integralwealth.com) and selecting the "Privacy Policy" link.

**19. Protecting Your Privacy – Collection and Use of Personal Information:**

We are required to collect the following personal, financial and other information in order to open and operate your account and provide you with the services you request, and to fulfill our legal, regulatory and self-regulatory obligations in Canada and in some cases, abroad, and, if necessary, to protect or enforce our rights under this agreement. This information includes, without limitation: (a) information required to establish your identity (e.g., name, date of birth, citizenship, etc.), (b) information required to establish your financial situation and your personal background (e.g., income, marital status, dependents, etc.), (c) information you provide on an application for any of our products and services, and (d) information for the provision of products and services.

We may collect and confirm this information during the course of our relationship. We may obtain this information from a variety of sources, including from you, from service arrangements you make with or through us, from credit reporting agencies and other financial institutions, from registries, from references you provide to us, from other investment dealers, from other financial institutions, and from other sources, as is necessary for the provision of our products and services.

You acknowledge receipt of notice that from time to time reports about you may be obtained by us from credit reporting agencies.

Use of Your Personal Information: Your information may be used by us for the purposes of opening and operating your account and to provide you with services you request. We may also use your information in any other manner that is required or permitted by law or under the rules of any self-regulatory authority in which we are a member. For greater certainty, the following are additional examples of the manner in which we may need to use your information:

- a) to verify your identity and investigate your personal background,
- b) to better understand your current and future investment needs and your financial situation,
- c) to determine your eligibility for the products and services that we offer,
- d) to help us better understand the current and future needs of our clients,

- e) to communicate to you any benefit, feature and other information about the products and services you have with us,
- f) to help us better manage our business and your relationship with us,
- g) to maintain the accuracy and integrity of information held by a credit reporting agency,
- h) to protect or enforce our rights under this agreement or to comply with applicable law or the rules of any self-regulatory authority in which we are a member, and
- i) as required or permitted by law.

Also, for regulatory purposes, self-regulatory organizations including the Canadian Investment Regulatory Organization, the Toronto Stock Exchange, the TSX Venture Exchange, Bourse de Montreal Inc., and the Canadian Investor Protection Fund (collectively, "SROs") may require access to personal information of current and former clients, employees, agents, directors, officers, partners and others that has been collected or used by us. SROs collect, use or disclose such personal information obtained from us for regulatory purposes, including:

- a. surveillance of trading- related activity,
- b. sales, financial compliance, trade desk review and other regulatory audits,
- c. investigation of potential regulatory and statutory violations,
- d. regulatory databases,
- e. enforcement or disciplinary proceedings,
- f. reporting to securities regulators,
- g. information sharing with securities regulatory authorities, regulated marketplaces, other self-regulatory organizations and law enforcement agencies in any jurisdiction in connection with any of the foregoing.

If we have your social insurance number ("SIN"), we may use it for tax reporting purposes in order to comply with income reporting requirements of the appropriate government agencies. Also, should you apply for a margin account, we may use your SIN in order to ensure an accurate match between your information and your credit bureau information, and to keep your information separate from that of other clients with a similar name. If we do not have your SIN, the matching process may be less accurate and we may have to ask you again for your SIN in order to properly review your application. If you choose not to provide us with your SIN for this purpose, this does not on its own prevent you from obtaining credit but it may mean that it will take longer to review your application.

Disclosure of Your Personal Information: For the purposes described above, we may disclose your information to other financial institutions and our employees, agents and service providers, who are required to maintain the confidentiality of your information, except in limited circumstances where a



service provider (such as a collection agency) may share your information with a credit reporting agency who may share it with others. We may also disclose your information to government, regulatory authorities or SROs as required by any domestic or foreign law or as required or permitted under the by-laws, rules, regulations and notices of any regulatory authority or SRO of which we are a member or as otherwise permitted by law. Such reporting of your information (including trading related activity) to the foregoing authorities and SROs may be made at our discretion without notice, acting reasonably, even in the absence of a specific request or a legal or regulatory requirement to do so.

**Access to Your Personal Information:** You may obtain access to the information we hold about you at any time and review its content and accuracy, and have it amended as appropriate; however, access may be restricted as permitted or required by law. To request access to such information or to ask questions about our privacy policies, you may do so now or at any time in the future by contacting an Integral investment service representative at 1-877-589-2020.

**Our Privacy Policies:** You may obtain more information about our privacy policies by calling us at 1-877-589-2020 or by visiting our website at [www.integralwealth.com](http://www.integralwealth.com) and selecting the "Privacy Policy" link.

20. **Electronic Retention and Destruction of Documents:** This agreement, our account forms and all other agreements, forms and documents relating to your account, whether created or executed prior to or after the date of this agreement (collectively, your "Account Documentation") may at our discretion be retained by us electronically and the original or originals destroyed. You hereby consent, pursuant to applicable electronic commerce legislation and otherwise, to your Account Documentation being retained by us solely in electronic form and to the destruction of the original or originals. You further agree that the electronic record of your Account Documentation is admissible in any legal, administrative, regulatory, self-regulatory or other proceeding as conclusive evidence of the accuracy and completeness of its contents and your agreement to the terms and conditions contained therein in the same manner as the original or originals. In connection with the foregoing, you consent to and waive any right to object to the use, provision, acceptance, enforcement or introduction into evidence in any proceeding of any electronic copy of your Account Documentation.
21. **Change in Financial Affairs or Investment Objectives:** You undertake to advise us in writing of any material change in your financial affairs and of your needs, experience and investment objectives as they may change from time to time.
22. **Voting Privileges:** Unless otherwise instructed by you in writing, we may exercise the voting privileges of the securities

carried in your account in any manner we consider to be in your best interest.

23. **Agent or Principal:** We will act as your agent for buying, selling and generally dealing in securities for you. We may also affect transactions in your account as you may from time to time instruct us, in the securities of a related or connected issuer. At times we may also act as principal meaning that we may buy or sell to you from our own account or the account of a related entity. You acknowledge that we trade for our own accounts as an investor, a block positioner and/or arbitrageur. At the time of any transaction in an account, we may have a long or short position in the same security and our position may be completely or partially hedged. You also acknowledge that the relationship between Integral and any person conducting securities related business on our behalf, such as an investment advisor or portfolio manager assigned to your account, may be that of (a) an employee, or (b) an agent who is not an employee of Integral.
24. **Assigning the Agreement:** You cannot assign this agreement to any other party without our consent in writing.
25. **Account Closing:** You agree that if your account is closed by you or assigned by you in the first year of its operation, we may charge a fee to close or assign your account. The fee will be disclosed by us from time to time. You agree to pay the fee. We may, at our sole discretion, terminate your account agreement(s) with us and require that you close or transfer your account(s) to another broker within a limited time set by us. In the event that you fail to do so, we may, without further notice to you, liquidate your account(s), pay all outstanding payments owed to us and forward the net balance, if any, to you. The liquidation of your account(s) may have significant financial consequences for you, including but not limited to tax consequences, for which you will be solely liable. You agree that we are not liable to you in any way with respect to the termination, closure, transfer or liquidation of your account(s).
26. **Enurement:** This agreement binds you as well as your heirs, executors, administrators, successors and any party to whom this agreement has been properly assigned and shall continue in full force and effect in the event of your death, bankruptcy (whether voluntary or involuntary), mental incompetence, or any attachment of your property. This agreement shall survive any incidental, temporary or intermittent closing out, or re-opening or renumbering of any of your accounts with us. If we merge or amalgamate with another company or companies, or if another company takes over our brokerage business, the new company will take over our rights and duties under this agreement. This agreement is binding upon our successors and assigns.
27. **Invalidity:** If any statute, regulation, by-law, rule, policy or custom of the applicable regulatory authorities is enacted,

made, amended or otherwise changed with the result that any term of this agreement is, in whole or in part, invalid, then such term will be deemed to be varied or superseded to the extent necessary to give effect to such statute, regulation, by-law, rule, policy or custom. If any part of this agreement is held to be invalid or unenforceable by any court, regulatory or self-regulatory agency or body, the rest of the agreement will remain in full force and effect and this agreement shall be carried out as if such invalid or unenforceable provision were not contained.

28. **Waiver:** The waiver of any provision herein by us shall not be deemed to be a waiver of any other provision herein, nor shall any waiver by us of any breach of this agreement be construed as a continuing waiver of other breaches of the same or other provisions of this agreement. Neither failure nor delay on our part to exercise any right, remedy, power or privilege hereunder, nor shall the course of dealings between the parties, shall operate as a waiver thereof, or of the exercise of any other right, remedy, power or privilege.

29. **Amendment:** We may, upon notice to you, amend the terms of this agreement, and each amendment will be effective as of the date specified in such notice.

30. **Entire Agreement:** The terms in this agreement constitute the entire agreement with respect to your account and supersede any oral and other written agreements. The headings in this agreement are for convenience of reference and shall not in any way affect the interpretation of this agreement. Where singular is used it shall include the plural.

31. **Governing Law:** This agreement shall be interpreted in accordance with the laws of the jurisdiction in which your account is maintained. You and Integral have expressly requested that this agreement and any other documents relating to it be in English. Vous et Integral avons expressément demandé que ce contrat et tout document y afférent, y compris tout avis, soient rédigés en langue anglaise.

## JOINT ACCOUNT AGREEMENT

In this agreement,

- i. the words “we”, “us” and “our” means Integral Wealth Securities Limited (“Integral”);
- ii. the words “you” and “your” mean the holder or holders of a joint account with us or anyone you authorize to trade in your joint account;
- iii. the term “securities” includes stocks, mutual funds, bonds, debentures, warrants, rights, options, investment certificates and any other rights to property or investments of any nature or kind; and
- iv. capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to such terms in the Client Account Agreement contained in the “Important Client Information” booklet.

If we are directed to open a joint account for you as an applicant and one or more co-applicant(s), in return for our opening the joint account the applicant and co-applicant(s) (herein collectively referred to as the “Clients”), jointly and severally agree with us as follows:

1. **Other Agreements Apply:** All transactions for the joint account of the Clients shall be subject to the terms and conditions of the Client Account Agreement and all other existing agreements between us and each of the Clients, including but not limited to the Margin Account Agreement and the Options Trading Agreement and such agreements are hereby incorporated herein by reference.
2. **Trading Authorization:** If any Client would like to appoint one or more third persons (including any representative of Integral) to have trading authorization in respect of their joint account, then we must receive a completed trading authorization form executed by each of the Clients of the joint account providing such authorization.
3. **Authority of Each Client:** Each of the Clients, acting alone, is authorized and empowered for, and on behalf of all of the Clients,
  - a. to buy and sell (including short sales) and otherwise deal in stocks, bonds and other securities on margin or otherwise through us,
  - b. to receive every communication with respect to each joint account and transaction,
  - c. to receive and withdraw money, securities or other property without limitation in amount, in the Client’s individual name or in the name of any other person at the Client’s direction, and to dispose of the same without recourse to us by any one or more of the Clients,
  - d. to transfer money, securities or other property without limitation in amount to, from or between any joint accounts held by the Clients or any another account held by any of the Clients (subject to

reasonable restrictions imposed by us from time to time for registered plans);

- e. to execute agreements relating to any of the foregoing matters and to terminate, modify or waive any of the applicable provisions, and
- f. generally to act and deal with us in respect of a joint account as fully and with the same authority as though the Client alone were interested in the joint account,

all without notice to any other Clients. A third person who has been duly authorized to trade in the joint account of the Clients pursuant to section 2 above, is also authorized to do any of the foregoing unless the trading authorization form expressly limits the powers of such third person.

Each applicant and co-applicant specifically acknowledges that we may make deliveries of securities or payments to any one of the Clients or any other person upon, or pursuant to, instructions received from any one of the Clients, or anyone the Clients authorize to trade in their joint account, and in such event we will be under no duty or obligation to inquire into the purpose or propriety of any such instructions. We will not be bound to see to the application or disposition of the securities delivered or payments made.

The Clients jointly and severally agree to indemnify and hold us harmless from any loss, liability or expense resulting from our acting in accordance with the above authority or upon any instructions from you. Without in any way limiting the authority granted, we are authorized, if in our absolute discretion we determine to do so, to require joint action and confirmation of any instructions by all of the Clients with respect to any matter concerning a joint account, including but not limited to the giving or cancellation of orders and the withdrawal of monies, securities or other property.

4. **Liability of Clients:** The Clients are jointly and severally (in Quebec, solidarily) liable to us for any debts, obligations or liabilities arising in connection with the joint account. For the purpose of securing the payment of such debts, obligations or liabilities, we will have a general lien upon all property belonging to the Clients, collectively or individually, which may at any time be in our possession or under our control for any purpose, including safekeeping. This lien is in addition to and not in substitution of the rights and remedies we otherwise would have.
5. **Rights and Obligations of Survivors:** In the event of the death of any of the Clients,
  - a. the surviving Client or Clients will immediately give us written notice thereof,
  - b. we are authorized prior to or after the receipt of the written notice of the deceased Client’s death, to take

such proceedings, require such papers, retain such property or restrict transactions in the joint account as we may consider advisable for any reason whatsoever including to protect us against any tax, liability, penalty or loss under any present or future laws or otherwise, and

- c. the estate of the deceased Client (which estate will be bound to the terms hereof), each surviving Client and the heirs and assigns of the deceased Client (as applicable) will continue to be liable to us, jointly and severally, for any debts, obligations, liabilities or losses in respect of the joint account, including, without limitation, those resulting from the completion of transactions initiated prior to the receipt by us of the written notice of the deceased Client's death or incurred in the liquidation of the joint account.

**6. Right of Survivorship (not applicable to residents of Québec):**

If the Clients have indicated in section 5 of the New Account Application Form that their interests in the joint account are as joint tenants with full rights of survivorship and not as tenants-in-common, in the event of the death of a Client the entire legal and beneficial interest in the joint account shall be vested in the surviving Client or Clients on the same terms and conditions as held, without in any way releasing the deceased Client's estate

from the joint and several liability of the deceased Client provided for in this agreement.

Your direction to open this joint account shall constitute your irrevocable direction to us to pay the balance of the joint account to the surviving joint account holder(s) on your death on request without making any further inquiries as to any claims by any other party, including your heirs, executors, estate trustees, administrators, successors or assigns of the deceased Client or any other third party and without any recognition of such claims.

**7. Tenants-in-Common Without Rights of Survivorship (not applicable to residents of Québec):**

If the Clients have indicated in section 5 of the New Account Application Form that their interests in the joint account are as tenants-in-common without rights of survivorship, their respective legal and beneficial interests in the joint account are in the proportion as set forth in the New Account Application Form but any taxes, cost, expenses or other charges becoming a lien against or payable out of the joint account as the result of the death of any of the Clients shall, so far as possible, be deducted from the interest of the estate of such Client who shall have died without limiting, however, the liability provided for elsewhere in this agreement.

## **ONLINE ACCOUNT ACCESS TERMS & CONDITIONS**

In consideration of Integral Wealth Securities Limited ("Integral" or "our") providing access to one or more of your accounts through the online account service (hereinafter the "Service") You hereby accept and agree to the following terms:

### **1. ACCEPTANCE OF TERMS AND CONDITIONS**

- 1.1. You will be deemed to have accepted and agreed to be bound by the terms and conditions herein upon Your signing of this agreement.
- 1.2. This agreement is in addition to and not in substitution of any other agreement between Integral and You. Any Prior agreements that You may have signed relating to access to accounts, including authorizations or consents, will remain in full force and effect, except to the extent that prior agreements are inconsistent with the provisions of this agreement, in which case the provisions of this agreement shall prevail.

### **2. SECURITY**

- 2.1. You are solely responsible for maintaining the security of Your own username and password and ensuring that the username and password are used only by you.
- 2.2. You agree not to disclose your username or password to any other person. Integral and its officers, directors and employees, shall not be responsible for the unauthorized use of the Service by any other person and are under no obligation to confirm the actual identity of any username or password.
- 2.3. You shall notify Integral immediately upon becoming aware of any known or suspected unauthorized use(s) of Your username and password to gain access to the Service, or any known breach of security, including loss, theft or unauthorized disclosure of Your username and password.
- 2.4. The parties hereto agree that in no event will Integral be liable to You or to others for any damages, direct, indirect, consequential or special, including without limitations, all losses, costs, expenses, loss of profits, or loss of business revenue arising from any unauthorized access to the information disseminated in the course of providing the Service unless caused by our negligence or willful misconduct.
- 2.5. You recognize that the security and privacy of any information exchanged via the Internet between You and Integral cannot be guaranteed and that any such information may be viewed or altered by a third party during transit. As such, You hereto agree not to send instructions, such as buy/sell orders and fund transfers, via the Internet. Integral will not accept or execute these communications.

### **3. PERSONAL CONDUCT**

The Service contains proprietary information including copyrighted material and trademarks. Furthermore, all content within the Service is copyrighted as a whole under the copyright laws of Canada. You may

not alter, publish, transmit, or in any way exploit any of the content of the Service, nor may You participate in any of the above. You may download copyrighted material solely for Your personal use. No copying, redistribution, retransmission, publication or exploitation of this material is permitted without the express written consent of Integral. You acknowledge that You do not receive any ownership rights by downloading copyrighted material.

### **4. ACCURACY OF INFORMATION**

- 4.1. Integral does not guarantee the accuracy, completeness, sequence or timeliness of any information disseminated in the course of providing the Service.
- 4.2. Neither Integral nor any other party shall be liable in any way, contingent or otherwise, for any loss or damage arising from or occasioned from any inaccuracy, error, delay, omission or incorrect sequencing of any information disseminated in the course of providing the Service unless caused by our negligence or willful misconduct.

### **5. AVAILABILITY OF INFORMATION**

- 5.1. Integral does not guarantee the availability of the Service at any particular time.
- 5.2. Neither Integral nor any other party shall be liable in any way, contingent or otherwise, for any loss or damage arising from or occasioned by the unavailability of the Service for any reason whatsoever, including but not limited to, malfunction, cancellation or withdrawal of access to the Service unless caused by our negligence or willful misconduct.

### **6. MODIFICATION OF THE SERVICE AND/OR AGREEMENT**

- 6.1. Integral may modify the Service, or any part of the Service, at any time.
- 6.2. Integral may amend this agreement at any time by giving notice of the amendment, by mail, facsimile or electronic mail, to You. You shall be deemed to have accepted the amendment following 30-days notice of such amendment.

### **7. TERMINATION OF THE SERVICE**

- 7.1. You agree and acknowledge that Integral may terminate or suspend the Service for any reason and at any time without notice to You.
- 7.2. You may terminate the Service at any time by providing notice in writing to Integral or in any manner acceptable to Integral.

### **8. INQUIRIES**

You will be responsible for obtaining and maintaining all equipment necessary to access and use the Service, as well as any related charges. This includes, but is not limited to, telephone, Internet access and computer hardware. Inquiries regarding account information, investment advice or account transactions must be directed to Your Investment Advisor.

## **9. GENERAL**

No waiver by Integral of any breach of any term or condition of this agreement shall be deemed a waiver of any breach of such term or condition or any other term or condition of this agreement.

In the event that any term or condition of this agreement, in whole or in part, is held to be invalid or unenforceable, the remaining terms and conditions of this agreement shall remain in full force and effect.

The rights and obligations of this agreement shall be binding upon the respective successors and assigns of the parties hereto. You agree that they will not assign Your rights and obligations under the agreement without the express written approval of Integral.

The headings of paragraphs of this agreement are inserted for convenience of reference only and shall not affect the construction or interpretation hereof.

This agreement shall be governed by and constructed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

The parties hereto have requested that this agreement be drawn up in the English language only. Les parties aux présentes ont demandé que cette convention soit rédigée en anglais uniquement.

## OPTIONS TRADING AGREEMENT

In this agreement,

- i. the words “we”, “us” and “our” means Integral Wealth Securities Limited (“Integral”);
- ii. the words “you” and “your” mean the holder or holders of a margin account with us or anyone you authorize to trade in your margin account;
- iii. the term “securities” includes stocks, mutual funds, bonds, debentures, warrants, rights, options, investment certificates and any other rights to property of any nature or kind; and;
- iv. capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed to such terms in the Client Account Agreement contained in the “Important Client Information” booklet.

In consideration of Integral acting as agent for you in connection with the purchase, sale or execution of exchange traded put or call options traded on stock or option exchanges or similar marketplaces, you agree to be bound by the following terms and conditions, in addition to the other of the terms and conditions of the Client Account Agreement and Margin Account Agreement, which are hereby incorporated by reference:

### **1. Applicable Rules:**

- a. In addition to the trading rules specified by section 4 of the Client Account Agreement, each transaction will be subject to our internal rules, regulations and policies (collectively, the “Rules, Regulations and Policies”). You acknowledge that such rules, regulations and policies may be enacted, amended or repealed which may effect your outstanding securities positions.
- b. Without limiting the generality of the foregoing, the Rules, Regulations and Policies may provide for position limits, exercise limits, margin requirements and requirements for cash-only trades during certain periods, such as the last ten business days prior to expiry of an option. You will comply with all such rules, limits and requirements which are now in effect or which from time to time may hereafter be passed or adopted by us. Without limiting the generality of the foregoing, you shall not exercise a long position in any options contract if you, acting alone or in concert with others, directly or indirectly, have or will have exercised within any five consecutive trading business days, aggregate long positions in excess of the applicable position/exercise limits.

2. **Effectiveness of Agreement:** Your margin account will become eligible for trading in options and this agreement will be effective and binding upon you and us for options trading only after your margin account has received the initial approval of our Designated Registered Options Principal

(“DROP”) or a Designated Alternative Options Principal (“AROP”).

3. **Notification of Integral:** We have a regulatory obligation to ensure transactions in your account are suitable for you. Accordingly, you will inform us of any option transaction or other applicable or relevant financial transaction or securities position you have entered into, directly or indirectly, with any other broker, dealer or other entity, person or counterparty prior to or concurrently with entering into such transaction. You hereby indemnify us for any loss or liability we suffer, directly or indirectly, as the result of your failure to notify us of such transaction and you hereby waive and release us from any liability related to our suitability obligation if you fail to keep us fully informed of all of your relevant financial information on a timely basis.
4. **Rights of Integral:** We will have sole discretion to determine whether or not to accept any order from you for a trade in an option. You acknowledge that we have no duty or obligation to exercise an option belonging to you without your specific instructions to that effect. As the account holder for a margin account that is eligible for trading in options, you represent and warrant that your investment knowledge is sufficiently sophisticated to trade in options and provide instructions for this account. We agree to act as your agent in the execution of trades and you agree we are your fiduciary. We may execute orders for you acting as principal on the other side of a transaction, pursuant to a margin call, or as part of larger transactions for you and others and may act for other clients on the other side of a transaction as we may deem advisable, subject, however to the rules of the applicable exchange or marketplace. You consent and agree to ratify any transactions in your margin account in which we act as a market maker or principal in the purchase or sale of options. It is also understood that any charge to you expressed as a commission for any purchase or sale of options, where we act as a market maker or principal shall be deemed a sum payable increasing the cost to you of such transactions.
5. **Execution of Orders:** Our office through which you will instruct us as to option transactions will be open during local business hours but an order may be executed at any time when the applicable exchange is open for trading.
6. **Instructions and Absence of Instructions:** You will give us instructions in time for us to complete such instructions as to the sale, close-out or exercise of any options or as to any other action to be taken in connection with such options. With respect to expiring options, you will instruct us by no later than 4:00 p.m. Eastern Time on the business day preceding the expiry date of the option or by such other time as we may advise by notice in writing to you. We may take any action with

respect to an option that we in our sole discretion determine should be taken if you fail to give us timely instructions.

7. **Allocation of Exercise Notices:** We will attempt to reasonably allocate exercise and assignments of exercise notices received by us to accounts of our clients on a first in, first out basis, in accordance with our procedures unless you are notified otherwise by prior written notice.
8. **Liability of Integral:** We will not be liable to you for errors or omissions in connection with or in the handling of orders relating to the purchase, sale, execution or expiration of an option or related security or any matter related thereto, unless caused by our negligence or willful misconduct.
9. **Maintenance of Margin:** You will at all times maintain such margin as we may from time to time require upon or in your margin account and you will promptly meet all margin calls.
10. **Collateral:** While any securities held or carried in any of your options trading accounts are retained by us as security in accordance with the Client Account Agreement, such securities shall form part of the Collateral which may be dealt with by us in the manner specific in the Client Account Agreement.
11. **Actions on Insolvency or Death:** In case of any insolvency, death or attachment of any property, we may, with respect to any open positions, take such steps as we consider necessary to protect us against loss.
12. **Buy-ins:** Whenever we deem it necessary or advisable for our protection to sell any securities in our possession, directly or indirectly, or to buy-in any securities of which your margin account may be short, or to buy or sell short options for your margin account and risk, such sale or purchase may be made in our sole discretion without advertising the same and without prior notice, demand, tender or call to you.
13. **Correction Errors:** We shall be entitled to correct any error in filling an order to buy or sell an option or other security at market by filling such order at the market price in effect at the time such order should have been filled.
14. **Waiver and Modification:** None of the provisions of this agreement shall under any circumstances be deemed to have been waived, modified or otherwise affected except to the extent that some waiver, modification or affect is set forth in writing and signed on our behalf by our DROP or AROP. Our failure to exercise any of our rights in any one or more instances shall not be deemed a waiver of any such rights for the future.
15. **Acknowledgement:** You acknowledge that you have received, read and understood this agreement and the Risk Disclosure Statement for Futures and Options, and are aware of the nature of the risks involved in both the purchase and the writing of options, whether or not undertaken in combination with the purchase or sale of other options or securities. You also acknowledge that you understand the rights and obligations associated with put and call option contracts and are financially able to assume such risks and to sustain any losses resulting from option trading.



## **OPTIONS TRADING MARGIN AGREEMENT**

To: **Introducing Broker**

Fidelity Clearing Canada ULC (hereinafter called "The Broker") In consideration of The Broker opening or maintaining one or more accounts (collectively the "Accounts") for the customer executing this Agreement (the "Customer"), the Customer agrees to abide to the following terms and conditions:

### **APPLICABLE BY-LAWS, CUSTOMS, ETC.**

All transactions executed for the Accounts shall be subject to the constitution, articles, by-laws, regulations, rules, rulings, policies, customs and usages (in force now or in the future) of the Investment Industry Dealers Association Regulatory Organization of Canada, of the Exchange or market, and of its clearing house, if any, where made by The Broker (collectively the "Rules"). These transactions shall also be subject to all applicable federal, provincial or territorial laws or regulations and to the regulations of any applicable governmental or regulatory authorities (now in force or in the future), including securities commissions and any other similar authority. The Customer further recognizes that the Rules constitute a minimum standard in the securities brokerage industry and that The Broker may subject any transaction to more restrictive standards. The Customer is obligated to comply with all applicable Rule and Rulings of IIROC and any exchange, clearing corporation or other organization on or through with the option is traded.

### **SETTLEMENT, COMMISSIONS AND INTEREST**

Full and timely settlement will be made of each transaction. The Customer undertakes to pay to The Broker commissions and other charges in respect of each transaction (including any transaction made pursuant to section 8) and of each option exercised, and any other services charges and interest, calculated daily and compounded monthly, on outstanding Indebtedness in the Accounts. Such commissions, interest and other charges shall be set out by The Broker from time to time. The Customer acknowledges that every debit balance appearing from time to time in its Accounts shall bear interest at the rate set out by The Broker which may be modified from time to time without prior notice to the Customer.

### **OPERATION OF THE ACCOUNT**

- a) The Broker will credit to the Accounts any interest, dividends or other monies received in respect of Securities held in the Accounts and any monies received as proceeds from the sale or other disposition of Securities from the Account (net of all applicable commissions and fees) and will debit from the Account any amounts, including interest, owed by the Customer to The Broker pursuant to this Agreement.
- b) For the purposes of this Agreement "Indebtedness" means, at any time, any indebtedness of the Customer to The Broker represented by the debit balance, if any, in the Accounts at that time.

### **PAYMENT OF INDEBTEDNESS**

The Customer will promptly pay indebtedness when due except to the extent covered by a margin facility, and to maintain adequate margin and security in the Accounts. Notwithstanding the foregoing, the Customer agrees to pay, on demand, to The Broker, the total amount of the Indebtedness.

### **MARGIN**

The Broker will open or maintain the Accounts and grant a margin facility to the Customer provided that The Broker may, without prior notice, at any time and from time to time:

- a) Reduce or cancel any margin facility made available to the Customer or refuse to grant any additional margin facility to the Customer; and
- b) Require the Customer to provide margin in addition to the margin requirement of the Regulatory Authorities or the Rules.

The Customer acknowledges that for certain option strategies producing a credit, the Regulatory Authorities may require significant additional margin. The Customer will provide The Broker with any margin requested by The Broker and will promptly pay any Indebtedness due as a result of any reduction or cancellation of any margin facility.

### **COLLATERAL**

As long as the Customer is indebted to The Broker, all Securities, property and monies, which may now or hereafter be held by The Broker or its agents for or on account of the Customer (including any Securities in which the Customer has an interest and which are shown on the records of any clearing or similar agency in the name of The Broker) (collectively the "Collateral") shall be and are hereby hypothecated, pledged and shall constitute a continuing collateral security in favour of The Broker and the Customer acknowledges that The Broker has a general stockbroker's lien on the Collateral to insure payment of all Indebtedness, whether or not such Indebtedness relates to such Securities, property or monies. Whether the Customer resides in Quebec or in the common law provinces or territories, certain rights conferred hereunder to The Broker by the Customer may not be available to The Broker. The Broker is however authorized to exercise any and all rights available to The Broker in the jurisdiction where the Customer resides. It is also acknowledged that, in the common law provinces or territories of Canada, the stockbroker's lien referred to above is given by a rule of law and is not subject to the terms of any provincial or territorial personal property security statutes, except as specifically provided in such statutes.

### **USE OF COLLATERAL BY THE BROKER**

So long as any Indebtedness remains unpaid, The Broker shall have the right in its discretion and without notice to the Customer, to use at any

time and from time to time the Collateral in the conduct of The Broker's business, including the right to:

- a) Combine any of the Collateral with the property of The Broker or of any other customers or both;
- b) Raise money thereon and to carry them in The Broker's general loans and to pledge and re-pledge any of the Collateral to secure The Broker's own indebtedness;
- c) Loan any of the Collateral either separately or together with The Broker's securities or property or of others and in each manner, for any amount and for such purposes as The Broker may deem advisable;
- d) Use any of the Collateral for making delivery on account of a short sale effected for other accounts without The Broker's retaining in its possession or under its control securities of same kind or amount; and
- e) Use any of the Collateral for delivery on a sale by The Broker or any of its directors, is directly or indirectly interested.

#### **ELIMINATION OR REDUCTION OF INDEBTEDNESS BY THE BROKER**

If:

- a) the Customer fails to pay any Indebtedness when due;
- b) the Broker deems the margin held by it to be insufficient for its protection;
- c) on or before any settlement date, the Customer fails to provide to the Broker any required Securities or certificates in acceptable delivery form;
- d) the Customer fails to comply with any other requirement contained in the Agreement; or if
- e) the Customer dies, becomes bankrupt or insolvent or if any of the Collateral becomes subject to execution, attachment or other process;

then, in addition to any other right or remedy to which the Broker is entitled, the Broker may, whenever and as often as the Broker deems it necessary for its protection, without notice or demand to the Customer and at the customer's expense:

- a) apply monies held to the credit of the Customer in any other account with the Broker to eliminate or reduce such Indebtedness;
- b) sell, contract to sell or otherwise dispose of any or all of the Securities held by the Broker for the Customer and apply the net proceeds there from to eliminate or reduce the Indebtedness;
- c) exercise any other rights which exists as incidents to the general stockbroker's lien;
- d) purchase or borrow any Securities necessary to cover short sales or any other sales made on the Customer's behalf in respect of which delivery of certificates in an acceptable delivery form has not been made;
- e) cancel any outstanding order; and/or
- f) Close the Accounts.

Such rights may be exercised separately, successively or concurrently. The Broker shall not be required by this Agreement to exercise any such

rights nor shall it be required to exercise any right prior to exercising any other right. The failure to exercise any or all of such rights or the granting of any indulgence shall not in any way limit, reduce or discharge any Indebtedness or part thereof. Any such sales or purchase for the Account may be made upon any exchange or market or at a public private sale upon such terms and in such manner as the Broker deems advisable. If demand is made or notice given to the Customer by the Broker, it shall not constitute a waiver of any of the Broker's rights to act hereunder without demand or notice. Any and all expenses (including any legal expenses) reasonably incurred by the Broker in connection with exercising any right pursuant to this Agreement may be charged to the Accounts. The Customer acknowledges that the Customer shall remain liable to the Broker for any deficiency remaining following the exercising by the Broker of any or all of the foregoing rights and that the rights which the Broker is entitled to exercise pursuant to this section are reasonable and necessary for its protection having regard, in particular, to the nature of securities markets and their volatility.

#### **OPTION TRADING**

With respect to any trading for the Account in options:

- a) **Rights of the Broker.** the Broker may from time to time:
  - i. reject any order placed by the Customer;
  - ii. act through its market maker or options attorney as principal on the other side of any transaction executed for the Customer;
  - iii. require any transaction to be on a cash-only basis during the last 10 days prior to expiry of an option and that, without prejudice to any other rules that may be imposed by any Regulatory Authorities affecting existing or subsequent transactions;
  - iv. limit, or restrict the short positions, or short sales by, the Customer;
  - v. limit or restrict the timing by which options orders or exercise instructions must be placed; and
  - vi. Disclose, the Customer's trading and positions to any responsible exchange or clearing corporation.
- b) **Customer Obligations.** The Customer shall:
  - i. whether acting alone or in concert with others, comply with the position and exercise limits set by any relevant exchange or clearing corporation; and
  - ii. instruct the Broker on a timely basis as to the sale, close out or exercise of any option; in connection with the expiry of any option, the Customer shall give instructions to the Broker before the end of the market on the business day immediately preceding the expiry date of an option or before any other time limit the Broker may, from time to time, set.
- c) **Amendments to Rules.** The Customer acknowledges that Rules of any exchange, clearing corporation or other organization on or through which an option is traded or issued, including, without limitation, those respecting

position limits of and exercise limits may be enacted, amended or repealed and that any such Rules may affect existing positions or subsequent transactions.

- d) **Exercise Assignment Notices.** The Customer acknowledges that exercise assignment notices are allocated by the relevant clearing corporation at any time during the day. The Broker will allocate such notices when received on a “first in first out” basis unless the Customer is notified otherwise by prior written notice. The Broker is not responsible for any delay with respect to the assignment by the clearing corporation or the receipt by The Broker of such notices. The Customer confirms that the Customer will accept an allocation on this basis.
- e) **No Liability.** The Broker shall not be liable to the Customer for errors or omissions in connection with the execution, treatment, purchase, exercise or application of any order or other operation in the Accounts or of any option contracts, including the fact that The Broker may not exercise the powers conferred to it by this Agreement or otherwise, or for any suffered loss or missed profit in the Accounts, unless these errors or omissions result from its gross negligence or intentional fault. Without limiting the generality of the foregoing, The Broker shall not be liable for any loss suffered or missed profit caused, whether directly or indirectly, by unusual market activity, government restrictions, by exchange or market rulings, by the suspension of trading due to wars, strikes, epidemics, communication line failures, power failures or for any reason or of any other fact beyond The Broker’s control,
- f) **Absence of instructions.** The Broker may take, but is not obliged to, any action with respect to any option that it in its sole discretion determines should be taken if the Customer fails to give it timely and complete instructions; in no circumstances shall The Broker be liable to the Customer for any damages that may occur in reason of any steps taken by The Broker following such absences of instructions or for any damages that may be incurred in reason of The Broker failing to take any steps. The Customer also agrees to pay all applicable transactions fees, if any.
- g) **Writing Covered Options.** If the Customer is authorized to write (sell) covered Call option, then the Customer must have the underlying securities covered by any such option in the Account, or an acceptable escrow receipt made available to The Broker. Evidence of ownership of such securities and their availability to The Broker, upon exercise the option and the time of writing such option. The Customer will not sell or withdraw from the Account such Securities or any Securities accruing thereto during the term of such options and acknowledges that The Broker may prohibit the withdrawal from the Account of any cash dividends or other cash

distributions accruing thereon during the term of such options.

- h) **Writing Uncovered Options.** If the Customer is authorized to write uncovered (sell short) Put or Call options, then prior to doing so the Customer will have in the Account any margin required by The Broker.

#### **HOLDING AND RETURN OF SECURITIES**

The Broker may hold the Customer’s Securities at any of the places where The Broker has an office. Certificates for Securities of the same issue and for the same aggregate amounts may be delivered to the Customer in lieu of those originally deposited by the Customer or for the Accounts.

#### **FREE CREDIT BALANCES**

Any monies held by The Broker from time to time to the Customer’s credit are payable on demand, need not be segregated and may be used by The Broker in the ordinary conduct of its business. The Customer acknowledges that the relationship between the Customer and The Broker with respect to such monies is one of creditor and debtor only.

#### **TRANSFERS TO OTHER ACCOUNTS**

The Broker may at any time and from time to time take any monies or Securities in the Account and any proceeds from the sale or other disposition of such Securities to pay or cover any obligations of the Customer to The Broker including obligations of the Customer in respect of any other account with The Broker whether such account is a personal account, a joint account or an account guaranteed by the Customer.

#### **DECLARATION OF SHORT SALES**

Whenever the Customer orders a short sale, the Customer will declare it a short sale.

#### **GOOD DELIVERY OF SECURITIES**

Except for any declared short sale, the Customer will not order any sale or other disposition or any Securities not owned by the Customer or of which the Customer will be unable to make delivery in acceptable delivery form on or before the settlement date.

#### **CUSTOMER INFORMATION**

The Customer will from time to time advise The Broker if the Customer acquires a controlling interest in or otherwise becomes an insider of any reporting issuer. The Customer will also advise The Broker of any restrictions in securities trading applicable to the Customer and will advise The Broker of any changes in such restrictions which may become applicable to the Customer. The Customer also undertakes to advise The Broker of any changes to the information that the Customer has given, at the opening of the Accounts, including, but without limitation, information regarding his(her) investment objectives, financial situation and Accounts risk factors.

## ACCOUNT STATEMENTS

Every confirmation statement, monthly report or other communication sent by The Broker to the Customer shall be deemed to have been acknowledged as correct, approved and consented by the Customer unless The Broker shall have received written notice to the contrary within fifteen (15) days after receipt of it by the Customer. The Customer undertakes to review carefully upon receipt any such documents. Notwithstanding the foregoing, The Broker may correct, at any time, any mistake in such documents.

## COMMUNICATIONS TO THE CUSTOMER

Any notice or communication by The Broker to the Customer may be given by prepaid mail, or facsimile transmission to the last address of record of the Customer with The Broker, or may be delivered personally (including by commercial courier) to the Customer or to any such last address of record and shall be deemed to have been received, if mailed, on the second business day after mailing or, if sent by telegraph or facsimile transmission, on the day sent or, if delivered, when delivered. Nothing in the section shall be interpreted as requiring The Broker to give any notice to the Customer, which is not otherwise required to be given by The Broker.

## NOT A BROKER, ETC.

The Customer, if an individual who is not an employee of The Broker, hereby represents that the Customer is not a partner, director or employee of a member, member firm or member corporation of any stock exchange or a non-member broker or investment dealer, and if the Customer should become such a partner, director or employee, the Customer undertakes to specifically inform in writing The Broker of such a fact and to complete all documentation that may be required by The Broker in such a case.

## CURRENCY CONVERSION

If the Customer make a trade involving securities which are denominated in a currency other than the currency of the Account in which the trade is to be settled, a conversion of currency may be required. In any such transactions and in the case of any other conversion of currency, The Broker may act as principal with the Customer in converting the currency at rates established by The Broker or parties related to it. The Broker may, in such circumstances, earn revenue, in addition to the applicable commissions to such a trade.

## GENERAL

- a) None of the terms and conditions of this Agreement may be waived or changed without The Broker Approval. If any term or condition of this Agreement is to be held invalid or unenforceable, such invalidity or unenforceability shall apply only to such provision or condition. The validity of the remainder of the Agreement shall not be affected and the Agreement shall be carried out as if such invalid or unenforceable provision or condition was not contained therein.

- b) This Agreement shall inure to the benefit of and shall be binding upon The Broker and the Customer and their respective legal representatives, heirs, successors and assigns. This Agreement shall survive and remain in effect notwithstanding any incidental, temporary or intermittent closing out, reopening or renumbering of any Account.
- c) In this Agreement where the singular is used, it shall include the plural and vice versa and where the masculine gender is used, it shall include the feminine and neuter gender and vice versa.
- d) The headings used in this Agreement are for convenience of reference only and shall not in any way affect the interpretation of this Agreement.
- e) This Agreement shall be construed in accordance with the laws of the jurisdiction where the Customer resides.

## DEFINED TERMS

For the purposes of this Agreement:

- a) "The Broker's Approval" means the written prior approval given on behalf of The Broker by any one of the following persons: a Branch Manager, the Designated Registered Option Principal of The Broker, or any of his or her alternates, or any designated director of The Broker.
- b) "Regulatory Authorities" means any relevant securities commission, exchange, market, clearing corporation or self-regulatory organizations, including the Investment Industry Regulatory Organization of Canada; and
- c) "Securities" includes shares, share certificates, scrip certificates, options, deposit receipts, warrants, rights, bonds, debentures and notes and any other securities as well as commodities, futures contracts or futures contract options.

## CERTIFICATION BY CUSTOMER

The Customer hereby represents and warrants to the Broker that:

- a) The Customer has read and understood this Agreement and acknowledges receipt of a copy of the Disclosure Statement for Recognized Market Options and of the Risk Disclosure Statement;
- b) The Customer is aware of the nature of the risks involved in both the purchase and the writing of options, whether or not undertaken in combination with the purchase or sale of other option or securities, understands the rights and obligations associated with put and call option contracts and is financially able to assume such risks and to sustain any losses resulting from such operations;
- c) The Customer is aware that using borrowed money to finance the purchase of securities involves greater risk than using cash resources only. If the customer, borrows money to purchase securities he Customer's responsibility to repay the loan and interest as required by its terms remains the same even if the value of the securities purchased has declined; and

- d) It is the express wish of the parties that this Agreement and all documents, notices and other communications relating to the operation of the Account are drawn up in English only. Il est de la volonté expresse des parties que ce contrat et tous les documents avis et autres communications qui concernent l'opération des Comptes soient rédigés en langue anglaise seulement.

The Customer also represents and warrants to The Broker that, if an individual, he or she has reached the age of majority and has the power and capacity to enter this Agreement, and if a person other than an individual, that it has the power and capacity to enter into this Agreement and that the execution and delivery of this Agreement have been duly authorized on its behalf.

## RISK DISCLOSURE STATEMENT FOR FUTURES AND OPTIONS

**Integral Wealth Securities Limited is not registered to trade in futures, therefore, any reference to futures in the following text is not applicable.**

This brief statement does not disclose all of the risks and other significant aspects of trading in futures and 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 your exposure to risk. Trading in futures and 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.

### **Futures:**

#### **1. Effect of "Leverage" or "Gearing"**

Transactions in futures carry a high degree of risk. The amount of initial margin is small relative to the value of the futures contract so that transactions are "leveraged" or "geared". A relatively small market movement will have a proportionately larger impact on the funds you have deposited or will have to deposit: this may work against you as well as for you. You may sustain a total loss of initial margin funds and any additional funds deposited with the firm to maintain your position. If the market moves against your position or margin levels are increased, you may be called upon to pay substantial additional funds on short notice to maintain your position. If you fail to comply with a request for additional funds within the time prescribed, your position may be liquidated at a loss and you will be liable for any resulting deficit.

#### **2. Risk Reducing Orders**

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:**

#### **3. 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 transaction 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 option is on a future, the purchaser will acquire a futures position with associated liabilities for margin (see the section on

Futures above). If the purchased options expire worthless, you will suffer a total loss of your investment which will consist of the option premium plus 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 on a future, the seller will acquire a position in a future with associated liabilities for margin (see the section on Futures above). If the option is "covered" by the seller holding a corresponding position in the underlying interest or a future 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 transaction costs. When the option is exercised or expires, the purchaser is responsible for any unpaid premium outstanding at that time.

### **Additional Risks Common to Futures and Options**

#### **4. Terms and Conditions of Contracts**

You should ask the firm with which you deal about the terms and conditions of the specific futures or options which you are trading and associated obligations (e.g., the circumstances under which you may become obligated to make or take delivery of the underlying interest of a futures contract and, 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 clearinghouse to reflect changes in the underlying interest.

#### **5. 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 effect transactions or liquidate/offset positions. If you have sold options, this may increase the risk of loss.

Further, normal pricing relationships between the underlying interest and the future, and the underlying interest and the option may not exist. This can occur when, for example, the futures contract underlying the option is subject to price limits while the option is not. The absence

of an underlying reference price may make it difficult to judge “fair” value.

#### **6. Deposited Cash and Property**

You should familiarize yourself with the protections accorded 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. 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.

#### **7. 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.

#### **8. 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 enquire about any rules relevant to your particular transactions. 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 effected. 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.

#### **9. 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.

#### **10. 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.

#### **11. 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 recover 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.

#### **12. 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.

## DISCLOSURE STATEMENT FOR RECOGNIZED MARKET OPTIONS

*No securities commission or similar authority in Canada has in any way passed upon the merits of Options referred to herein and any representation to the contrary is an offence. This document contains condensed information respecting the Options referred to herein. Additional information may be obtained from your broker.*

### **Disclosure Statement for Recognized Market Options**

A high degree of risk may be involved in the purchase and sale of Options, depending to a large measure on how and why Options are used. Options may not be suitable for every investor. See "Risks in Options Trading" and "Additional Information".

### **Introduction**

This Disclosure Statement sets forth general information relevant to the purchase and sale of Put and Call Options traded on a recognized market and cleared through a clearing corporation. Information concerning the underlying interests on which Options are traded, the terms and conditions of these Options, the recognized markets on which they trade and the applicable clearing corporations may be obtained from your broker. Information on investment strategies and possible uses of Options may also be obtained from your broker.

This Disclosure Statement refers only to Options and clearing corporations which have been recognized or qualified for purposes of this Disclosure Statement by provincial securities administrators where required. The Options discussed herein trade on markets which, for the purposes of this Disclosure Statement only, are referred to as "recognized markets".

### **Nature of an Option**

An Option is a contract entered into on a recognized market between a seller (sometimes known as a writer) and a purchaser where all the terms and conditions of the contract (called the "specifications"), other than the consideration (called the "premium") for the Option, are standardized and predetermined by the recognized market. The premium, paid by the purchaser to the seller, is determined in the market on the basis of supply and demand, reflecting such factors as the duration of the Option, the difference between the exercise price of the Option and the market price of the underlying interest, the price volatility and other characteristics of the underlying interest.

There are two types of Options: Calls and Puts. A Call gives the purchaser a right to buy, and a Put the right to sell, a specific underlying interest at a stated exercise price and within a specified period of time or on a specific date. An Option subjects the seller to an obligation to honour the right granted to the purchaser if exercised by the purchaser. Underlying interests can be shares of a specific corporation, bonds, notes, bills, certificates of deposit, commodities, foreign currency, the cash value of an interest in a stock index or any other interest provided for in the specifications.

An Option transaction is entered into on a recognized market by a purchaser and a seller represented by their respective brokers. When the transaction is concluded it is cleared by a clearing corporation affiliated with the recognized market on which the Option is traded. When an Option transaction is cleared by the clearing corporation it is divided into two contracts with the clearing corporation becoming the seller to the purchaser in the transaction and the

purchaser to the seller. Thus on every outstanding Option, the purchaser may exercise the Option against the clearing corporation and the seller may be called upon to perform his obligation through exercise of the Option by the clearing corporation.

Options may also be classified according to delivery requirements: actual delivery and cash delivery. An actual delivery Option requires the physical delivery of the underlying interest if the Option is exercised. A cash delivery Option requires a cash payment of the difference between the aggregate exercise price and the value of the underlying interest at a specified time prior or subsequent to the time the Option is exercised.

Options are issued in series designated by an expiration month, an exercise price, an underlying interest and a unit of trading. At the time trading is introduced in Options with a new expiration month, the recognized market on which the Option is traded establishes exercise prices that reflect the current spot prices of the underlying interest. Generally, three series of Options are introduced with exercise prices at, below and above the current spot price. When the spot price of the underlying interest moves, additional Options may be added with different exercise prices. Options having the same underlying interest and expiration month, but having different exercise prices, may trade at the same time.

### **Specifications of Options**

Specifications of Options are fixed by the recognized market on which they are traded. These specifications may include such items as trading units, exercise prices, expiration dates, last day of trading, and the time for determining settlement values.

An Option may be bought or sold only on the recognized market on which the Option is traded. The recognized market and the clearing corporation may each impose restrictions on certain types of transactions, and under certain circumstances may modify the specifications of outstanding Options. In addition, a recognized market or a clearing corporation may limit the number of Options which may be held by an investor, and may limit the exercise of Options under prescribed circumstances.

### **Exercising Options**

An Option may have either an American style exercise or European style exercise irrespective of where the recognized market is located. An American style Option can be exercised by the purchaser at any time before the expiration. To do this, the purchaser notifies the broker through whom the Option was purchased. A purchaser should ascertain



in advance from his broker the latest date on which he may give such notice to his broker. A European style Option may only be exercised by the purchaser on a specified date. Upon receiving an exercise notice from the purchaser's broker, the clearing corporation assigns it to a member which may reassign it to a client on a random or other predetermined selection basis.

Upon assignment, the seller must make delivery of (in the case of a Call) or take delivery of and pay for (in the case of a Put) the underlying interest. In the case of a cash delivery Option, the seller must, in lieu of delivery, pay the positive difference between the aggregate exercise price and the settlement value of the underlying interest (in the case of both a Call and a Put).

A purchaser of an Option which expires loses the premium paid for the Option and his transaction costs. The seller of an Option which expires will have as his gain the premium received for the Option less his transaction costs.

### **Trading of Options**

Each recognized market permits secondary market trading of its Options. This enables purchasers and sellers of Options to close out their positions by offsetting sales and purchases. By selling an Option with the same terms as the one purchased, or buying an Option with the same terms as the one sold, an investor can liquidate his position (called an "offsetting transaction"). Offsetting transactions must be made prior to expiration of an Option or by a specified date prior to expiration. Offsetting transactions must be effected through the broker through whom the Option was initially sold or purchased.

Price movements in the underlying interest of an Option will generally be reflected to some extent in the secondary market value of the Option and the purchaser who wishes to realize a profit will have to sell or exercise his Option during the life of the Option or on the specified date for exercise, as the case may be.

### **Costs of Options Trading Margin Requirements**

Prior to trading Options, a seller must deposit with his broker cash or securities as collateral (called "margin") for the obligation to buy (in the case of a Put) or sell (in the case of a Call) the underlying interest if the Option should be exercised. Minimum margin rates are set by the recognized market on which the Option trades. Higher rates of margin may be required by the seller's broker.

Margin requirements of various recognized markets may differ. In addition, they are subject to change at any time and such changes may apply retroactively to Option positions previously established.

### **Commission Charges**

Commissions are charged by brokers on the purchase or sale of Options as well as on the exercise of Options and the delivery of underlying interests.

### **Risks in Options Trading**

Options can be employed to serve a number of investment strategies including those concerning investments in or related to underlying interests. SOME STRATEGIES FOR BUYING AND SELLING OPTIONS INVOLVE GREATER RISK THAN OTHERS.

The following is a brief summary of some of the risks connected with trading in Options:

- (i) Because an Option has a limited life, the purchaser runs the risk of losing his entire investment in a relatively short period of time. If the price of the underlying interest does not rise above (in the case of a Call) or fall below (in the case of a Put) the exercise price of the Option plus premium and transaction costs during the life of the Option, or by the specified date for exercise, as the case may be, the Option may be of little or no value and if allowed to expire will be worthless.
- (ii) The seller of a Call who does not own the underlying interest is subject to a risk of loss should the price of the underlying interest increase. If the Call is exercised and the seller is required to purchase the underlying interest at a market price above the exercise price in order to make delivery, he will suffer a loss.
- (iii) The seller of a Put who does not have a corresponding short position (that is an obligation to deliver what he does not own) in the underlying interest will suffer a loss if the price of the underlying interest decreases below the exercise price, plus transaction costs minus the premium received. Under such circumstances, the seller of the Put will be required to purchase the underlying interest at a price above the market price, with the result that any immediate sale will give rise to a loss.
- (iv) The seller of a Call who owns the underlying interest is subject to the full risk of his investment position should the market price of the underlying interest decline during the life of the Call, or by the specified date for exercise, as the case may be, but will not share in any gain above the exercise price.
- (v) The seller of a Put who has a corresponding short position in the underlying interest is subject to the full risk of his investment position should the market price of the underlying interest rise during the life of the Put, or by the specified date for exercise, as the case may be, but will not share in any gain resulting from a decrease in price below the exercise price.
- (vi) Transactions for certain Options may be carried out in a foreign currency. Accordingly, purchasers and sellers of these Options using Canadian dollars will be exposed to risks from fluctuations in the foreign exchange market as well as to risks from fluctuations in the price of the underlying interest.

- (vii) There can be no assurance that a liquid market will exist for a particular Option to permit an offsetting transaction. For example, there may be insufficient trading interest in the particular Option; or trading halts, suspensions or other restrictions may be imposed on the Option or the underlying interest; or some event may interrupt normal market operations; or a recognized market could for regulatory or other reasons decide or be compelled to discontinue or restrict trading in the Option. In such circumstances the purchaser of the Option would only have the alternative of exercising his Option in order to realize any profit, and the seller would be unable to terminate his obligation until the Option expired or until he performed his obligation upon being assigned an exercise notice.
- (viii) The seller of an American style Option has no control over when he might be assigned an exercise notice. He should assume that an exercise notice will be assigned to him in circumstances where the seller may incur a loss.
- (ix) In unforeseen circumstances there may be a shortage of underlying interests available for delivery upon exercise of actual delivery Options, which could increase the cost of or make impossible the acquisition of the underlying interests and cause the clearing corporation to impose special exercise settlement procedures.
- (x) In addition to the risks described above which apply generally to the buying and selling of Options, there are timing risks unique to Options that are settled by the payment of cash.

The exercise of Options settled in cash results in a cash payment from the seller to the purchaser based on the difference between the exercise price of the Option and the settlement value. The settlement value is based on the value of the underlying interest at a specified time determined by the rules of the recognized market. This specified time could vary with the Option. For example, the specified time could be the time for establishing the closing value of the underlying interest on the day of exercise or in the case of some Options based on a stock index the time for establishing the value of the underlying interest which is based on the opening prices of constituent stocks on the day following the last day of trading. Options for which the settlement value is based on opening prices may not, unless the applicable recognized market announces a rule change to the contrary, trade on that day.

The settlement value for Options, futures contracts and futures options may not be calculated in the same manner even though each may be based on the same underlying interest.

Where the settlement value of a cash delivery Option is determined after the exercise period, the purchaser who exercises such Option will suffer from any unfavourable change in the value of the underlying interest from the time of his decision to exercise to the time settlement value is determined. With actual delivery Options, this risk can be covered by a complementary transaction in the actual market for the underlying interest.

The seller of a cash delivery Option is not informed that he has been assigned an exercise notice until the business day following exercise, at the earliest, and the seller will suffer from any unfavourable change in the value of the underlying interest from the time of determination of the settlement value to the time he learns that he has been assigned. Unlike the seller of an actual delivery Option, the seller of a cash delivery Option cannot satisfy his assignment obligations by delivery of the lower valued underlying interest, but must pay cash in an amount determined by the settlement value.

The type of risk discussed above makes spreads and other complex option strategies involving cash delivery Options substantially more risky than similar strategies involving actual delivery Options.

### **Tax Consequences**

The income tax consequences of trading in Options are dependent upon the nature of the business activities of the investor and the transaction in question. Investors are urged to consult their own professional advisers to determine the consequences applicable to their particular circumstances.

### **Additional Information**

Before buying or selling an Option an investor should discuss with his broker:

- the investor's investment needs and objectives
- the risks the investor is prepared to take
- the specifications of Options the investor may wish to trade
- Commission rates
- Margin requirements
- Any other matter of possible concern.

Specifications for each Option are available on request from your broker and from the recognized market on which the Option is traded. Should there be any difference in interpretation between this document and the specifications for a given Option, the specifications shall prevail.

## **INTEGRITY PLAN (FEE-BASED) ACCOUNT AGREEMENT**

In consideration for us providing you with access to the Integral Integrity Program, you agree be bound by the following terms and conditions as well as the terms and conditions of the Client Account Agreement (except for Section 7 thereof) which are hereby incorporated by reference:

1. **Definitions:** For the purpose of this agreement “account” includes any account with us in which you have an interest, whether jointly or otherwise:
  - a) **“Applicable Rules and Regulations”** means the constitutions, by-laws, rules, rulings, regulations, customs and usages of the exchanges or markets and the clearing houses on which any Transactions are undertaken and all laws, regulations and orders of any applicable governmental or regulatory authorities or self-regulatory organizations with jurisdiction over us;
  - b) **“Eligible Assets”** means equities, mutual funds (other than deferred sales charge mutual funds or similarly structured products), fixed income instruments, derivative products, trust units and other securities as well as cash and cash equivalents;
  - c) **“Fee-for-Service Group”** means the Lead Account together with the Linked Accounts;
  - d) **“Fee Schedule”** means the fee schedule attached hereto as Schedule “A”;
  - e) **“Integral”** means Integral Wealth Securities Limited;
  - f) **“Integral Integrity Program”** means the alternative fee-for-service program designed for investors interested in a portfolio management approach to the purchase and reinvestment of securities;
  - g) **“IPAF”** means the Integrity Plan Application Form;
  - h) **“Lead Account”** means an account that has been identified by you in the IPAF to be included in the Integral Integrity Program as the main account in the Fee-for-Service Group;
  - i) **“Linkable Account”** means an account, other than the Lead Account or a Stand-Alone Account, that we deem, in our sole discretion, to be acceptable for the purposes of linking to the Lead Account;
  - j) **“Linked Account”** means a Linkable Account that is linked to the Lead Account for the purpose of making up the Fee-for-Service Group;
  - k) **“Permitted Transfer”** has the meaning ascribed to it in section 4 of this agreement;
  - l) **“Securities”** includes stocks, mutual funds, bonds, debentures, warrants, rights, options, investment certificates and any other rights to property of any nature or kind;
  - m) **“Stand-Alone Account”** means an account that has been identified by you in the IPAF to be included in the Integral Integrity Program but which is not to be included in the Fee-for-Service Group;
  - n) **“Trade Request”** means any request that we undertake a Transaction for or on behalf of any Stand-Alone Account or any account in a Fee-for-Service Group, that is created and transmitted to the applicable Integral investment advisor by telephone (not by electronic mail);
  - o) **“Transaction”** means a sale of, a purchase of, or otherwise trading or dealing in securities, whether or not on margin;
  - p) **“we”, “us” and “our”** means Integral; and
  - q) **“you” and “your”** mean the holder or holders of an account with us or anyone you authorize to trade in your account.
2. **Operation of Account:** We have the right to determine in our discretion whether or not any Trade Request is acceptable, including whether it falls within your investment objectives, and whether to execute the Trade Request. Without limiting the generality of the foregoing, we will not permit activities in any Stand-Alone Account or any Fee-for-Service Group which we determine, in our discretion, to be well beyond customary account activity levels or to be in furtherance of a day or short-term trading strategy or other forms of extreme trading strategies such as excessive options trading, or trading in mutual funds based on market timing.
3. **Account Fees and Charges:** You shall pay to us fees in respect of each Stand-Alone Account and/or Fee-for-Service Group as set out in the Fee Schedule. In addition to the foregoing, you shall pay all amounts owing, including interest, to us with respect to each Stand-Alone Account and/or Fee-for-Service Group, including without limitation, account administration charges, transaction charges, service charges, safekeeping fees, registration charges, surcharges, and any taxes payable by you arising in connection with any of the foregoing as determined by Integral. You shall also pay to us all legal fees and disbursements incurred by us with respect to the exercise by us of any right or remedy under this agreement.
4. **Non-Transferability of Eligible Assets:** Eligible Assets (other than cash and cash equivalents) may not be transferred from an account to another account at Integral unless (a) the transfer is to a Lead Account or Linked Account which is part of the same Fee-for-Service Group as the account from which the assets were transferred; (b) the transfer constitutes a gift of Eligible Assets made to one or more of your children; (c) the transfer is made following your death or disability; (d) the transfer constitutes a transfer of Eligible Assets that have been pledged as collateral for a loan or derivative transaction(s) to a pledge where the pledge demands them; (e) the transfer is a transfer into the Integral

Integrity Program; or (f) where we consent to the transfer (each such transfer referred to as a "Permitted Transfer").

In the event that you wish to effect a transfer which does not constitute a Permitted Transfer, you will be required to pay a fee equal to the amount of our full standard brokerage fee, and other transaction-related charges that would have been charged if you were to sell or redeem the Eligible Assets and purchase Eligible Assets of the same or a similar type outside of the Stand-Alone Account or Fee-for-Service Group, as the case may be.

5. **First use:** Any trades that occur in an account prior to Integral accepting the IPAF and designating the account as being subject to the terms of this agreement shall not be considered to be retroactively covered by the terms of this agreement. The first use of a Lead Account shall be deemed to be on the date when Integral accepts the IPAF. The first use of a Linked Account shall be deemed to occur when it is combined with a Lead Account to form a portion of the Fee-for-Service Group.
6. **Other Agreements:** This agreement shall be construed in conjunction with any other agreements between you and us in connection with any Stand-Alone Account and/or Fee-for-Service Group, provided that in the event of any conflict or inconsistency between this agreement and any such other agreement(s), to the extent necessary, the terms and provisions of this agreement shall supersede the terms and provisions of such other agreement(s), whether or not referred to therein. Subject to the foregoing, the provisions of this agreement shall in no way limit or restrict any other right which we may have under any other agreement or agreements with you except as otherwise provided in this agreement, none of the terms and conditions of this agreements may be waived or changed without agreement in writing signed by you and us. If any Applicable Rules and Regulations are enacted, made, amended or otherwise changed with the result that any term or condition of this agreement is, in whole or in part, invalid or contrary to such Applicable Rules and Regulations, then such term or conditions will be deemed to be varied or superseded to the extent necessary to give effect to such Applicable Rules and Regulations. Any term or condition of this agreement which, notwithstanding any such variation, is invalid shall not invalidate the remaining terms of this agreement.
7. **Term:** The agreement is not binding until your completed IPAF is reviewed and authorized by us. This agreement is for a one-year term and will automatically renew for additional one-year terms on each anniversary date of the authorization of the IPAF by us, unless this agreement is terminated in accordance with Section 8 below.
8. **Amendment and Termination:** Unless otherwise expressly provided in writing, no provision of this agreement can be amended or waived except in writing by an officer of Integral. We may amend the terms of this agreement by providing twenty (20) days notice to you, which notice may be sent electronically. We may terminate this agreement, or any of them, at any time with or without notice to you and such termination is effective

immediately. In any such event, this agreement shall terminate provided that the rights and obligations of each party thereto accrued as at the time of termination shall continue in full force and effect. Without limiting the generality of the foregoing, we may terminate this agreement with respect to a Stand-Alone Account and/or a Fee-for-Service Group in the event that we determine, in our sole discretion, that: (i) the number of Transactions in such Stand-Alone Account and/or Fee-for-Service Group in any given period is beyond customary account activity levels or if you engage in day trading or other forms of extreme trading activity, including excessive options trading or trading in mutual funds based on market timing; (ii) the value of the Eligible Assets in such Stand-Alone Account and/or Fee-for-Service Group is less than \$400,000; or (iii) in the case of a Fee-for-Service Group, the value of the Eligible Assets in the Lead Account or one of the Linked Accounts is less than of \$150,000. You agree that we will not be responsible for any damages or costs whatsoever that you may incur arising as a result of such termination.

You may terminate this agreement by providing written notice to us. In any such event, this agreement shall terminate provided that the rights and obligations of each party thereto accrued as at the time of termination shall continue in full force and effect.

#### **FEE SCHEDULE – Schedule "A" to the Integrity Plan Account Agreement**

In connection with the Integrity Plan Account Agreement, you shall not be required to pay the fees specified by Section 7 of the Client Account Agreement and instead will be required to pay the fees specified in this Fee Schedule and elsewhere in the Integrity Plan Account Agreement and Client Account Agreement.

1. **Definitions:** For the purposes of this agreement, the following words and phrases shall have the meanings set out below:
  - a) **"account"** includes any account with us in which you have an interest, whether jointly or otherwise;
  - b) **"Annual Fees"** means the aggregate of the Daily Fees payable in respect of a Billing Year;
  - c) **"Billing Year"** means the twelve month period commencing on the date the account is opened and each succeeding twelve month period thereafter;
  - d) **"Closing Fee"** has the meaning ascribed to it in Section 40 of this Fee Schedule;
  - e) **"Daily Fees"** means the daily fees associated with the fee structure you selected in the IPAF and calculated in accordance with Section 4 of this Fee Schedule;
  - f) **"Eligible Assets"** means equities, mutual funds (other than deferred sales charge mutual funds or similarly structured products), fixed income instruments, derivative products,

trust units and other securities as well as cash and cash equivalents;

- g) **"Fee-for-Service Group"** means the Lead Account together with the Linked Accounts;
  - h) **"Integral"** means Integral Wealth Securities Limited;
  - i) **"Integral Integrity Program"** means the alternative fee-for-service program designed for investors interested in a portfolio management approach to the purchase and reinvestment of securities;
  - j) **"IPAF"** means the Integrity Plan Application Form;
  - k) **"Lead Account"** means an account that has been identified by you in the IPAF to be included in the Integral Integrity Program as the main account in the Fee-for-Service Group;
  - l) **"Linkable Account"** means an account, other than the Lead Account or a Stand-Alone Account, that we deem, in our sole discretion, to be acceptable for the purposes of linking to the Lead Account;
  - m) **"Linked Account"** means a Linkable Account that is linked to the Lead Account for the purpose of making up the Fee-for-Service Group;
  - n) **"Minimum Annual Fee"** means a fee in the amount of \$4,000;
  - o) **"Monthly Fees"** means the aggregate of the Daily Fees payable in respect of a calendar month;
  - p) **"Quarterly Fees"** means the aggregate of the Daily Fees payable in respect of a calendar quarter ending on the last day of each of March, June, September and December;
  - q) **"Securities"** includes stocks, mutual funds, bonds, debentures, warrants, rights, options, investment certificates and any other rights to property of any nature or kind;
  - r) **"Stand-Alone Account"** means an account that has been identified by you in the IPAF to be included in the Integral Integrity Program but which is not to be included in the Fee-for-Service Group;
  - s) **"Termination Date"** means the date on which an account is terminated in accordance with Section 7 of the Integrity Plan Account Agreement;
  - t) **"Transaction"** means a sale of, a purchase of, or otherwise dealing in securities, whether or not on margin;
  - u) **"we", "us" and "our"** means Integral; and
  - v) **"you" and "your"** mean the holder or holders of an account with us or anyone you authorize to trade in your account.
2. **General:** In consideration for the brokerage and investment dealer services provided, including maintenance of an Integral Integrity Program for the purpose of trading securities on your behalf, you

will be charged Monthly Fees or Quarterly Fees, depending on your selection in the IPAF. You hereby acknowledge and agree that we may change this Fee Schedule from time to time upon twenty (20) days' prior written notice to you.

- 3. **Participation on a Combined Basis:** For the purposes of calculating the Daily Fees, the assets in the Lead Account will be linked and combined with those in any Linked Account.
- 4. **Calculation of Daily Fees:** Daily Fees will be determined for each Stand-Alone Account and for each Fee-for-Service Group and charged for each calendar day. The Daily Fees will be calculated in accordance with the fee structure you selected in the IPAF, details of which have been set out below:

**a. Fixed Percentage Amount**

Under the Fixed Percentage Amount fee structure, for any calendar day, for each Stand-Alone Account, the Daily Fees are equal to: (a) the value of the Eligible Assets in the Stand-Alone Account on such calendar day (including the total value of any cash in the Stand-Alone Account), multiplied by; (b) the fixed percentage amount that corresponds with the value of the Eligible Assets in the Stand-Alone Account and that has been agreed upon and recorded in the IPAF, divided by; (c) the number of calendar days in that particular year.

Under the Fixed Percentage Amount fee structure, for any calendar day, for each Fee-for-Service Group, the Daily Fees are equal to: (a) the aggregate value of the Eligible Assets in the Fee-for-Service Group on such calendar day (including the total aggregate value of any cash in the Fee-for-Service Group), multiplied by; (b) the fixed percentage fee that corresponds with the value of the Eligible Assets in the Fee-for-Service Group and that has been agreed upon and recorded in the IPAF, divided by; (c) the number of calendar days in that particular year.

**b. Tiered Percentage by Account Size (Floating)**

Under the Tiered Percentage by Account Size fee structure, for any calendar day, for each Stand-Alone Account, the Daily Fees are equal to: (a) the value of the Eligible Assets in the Stand-Alone Account on such calendar day (including the total value of any cash in the Stand-Alone Account), multiplied by; (b) the tiered percentage fee that corresponds with the value of the Eligible Assets in the Stand-Alone Account and that has been agreed upon and recorded in the IPAF, divided by; (c) the number of calendar days in that particular year.

Under the Tiered Percentage by Account Size fee structure, for any calendar day, for each Fee-for-Service Group, the Daily Fees are equal to: (a) the aggregate value of the Eligible Assets in the Fee-for-Service Group on such calendar day (including the total aggregate value

of any cash in the Fee-for-Service Group), multiplied by; (b) the flat percentage fee that corresponds with the value of the Eligible Assets in the Fee-for-Service Group and that has been agreed upon and recorded in the IPAF, divided by; (c) the number of calendar days in that particular year.

**c. Fixed Dollar Amount**

Under the Fixed Dollar Amount fee structure, for any calendar day, for each Stand-Alone Account, the Daily Fees are equal to: (a) the annual flat dollar fee that corresponds with the value of the Eligible Assets in the Stand-Alone Account at the date the IPAF was authorized and signed by us (including the total value of any cash in the Stand-Alone Account) and that has been agreed upon and recorded in the IPAF, divided by; (b) the number of calendar days in that particular year.

Under the Fixed Dollar Amount fee structure, for any calendar day, for each Fee-for-Service Group, the Daily Fees are equal to: (a) the annual flat dollar fee that corresponds with the value of the Eligible Assets in the Fee-for-Service Group at the date the IPAF was authorized and signed by us (including the total value of any cash in the Fee-for-Service Group) and that has been agreed upon and recorded in the IPAF, divided by; (b) the number of calendar days in that particular year.

**d. Customized Percentage for each Asset Class Tiered by Account Size**

Under the Customized Percentage for each Asset Class Tiered by Account Size fee structure, for any calendar day, for each Stand-Alone Account, the Daily Fees are equal to the aggregate of: (a) the value of the Eligible Assets in each identified asset class in the Stand-Alone Account on such calendar day, multiplied by; (b) the flat percentage fee that corresponds with the value of the Eligible Assets in each identified asset class in the Stand-Alone Account and that has been agreed upon and recorded in the IPAF, divided by; (c) the number of calendar days in that particular year.

Under the Customized Percentage for each Asset Class Tiered by Account Size fee structure, for any calendar day, for each Fee-for-Service Group, the Daily Fees are equal to the aggregate of: (a) the value of the Eligible Assets in each identified asset class in the Fee-for-Service Group on such calendar day, multiplied by; (b) the flat percentage fee that corresponds with the value of the Eligible Assets in each identified asset class in the Fee-for-Service Group and that has been agreed upon and recorded in the IPAF, divided by; (c) the number of calendar days in that particular year.

5. **Billing Options:** If the monthly billing option is selected by you as indicated in the IPAF, the Monthly Fees in respect of the applicable month is payable in arrears on the last day of each such month.

If the quarterly billing option is selected by you as indicated in the IPAF, the Quarterly Fees in respect of the applicable calendar quarter are payable in arrears on the last calendar day of each of March, June, September and December.

If a Stand-Alone account or an account to be included in the Fee-for-Service Group is opened other than at the beginning of the month (where the monthly billing option is selected) or the calendar quarter (where the quarterly billing option is selected), on the first occasion on which the Monthly Fees or Quarterly Fees are payable, as the case may be, such fees will reflect the number of days during the month or calendar quarter during which there were Eligible Assets in the account. If either the Integrity Plan Account Agreement is terminated during a month or calendar quarter, you will only be charged for the calendar days that you and your applicable accounts are registered under the Integral Integrity Program.

We will be entitled to withdraw the Monthly Fees or Quarterly Fees, as the case may be, as well as any Closing Fees immediately when due, first, from any free credit or cash balance in the Stand-Alone account or any account in the Fee-for-Service Group, second, from the liquidation or withdrawal (which you hereby authorize) by us of the shares or units of any money market funds or balances in any money market deposit account in the Stand-Alone account or any account in the Fee-for-Service Group, if applicable, third, from the sale of any other securities in the Stand-Alone account or any account in the Fee-for-Service Group and finally, from the liquidation (which you hereby authorize) of any other securities or account(s) (whether or not otherwise subject to the Integrity Plan Account Agreement) that are owned by you and maintained by us.

6. **Minimum Annual Fee:** A Stand-Alone Account and/or a Fee-for-Service Group will each be subject to a Minimum Annual Fee requirement of \$4000.00 and in the event that the Annual Fees payable in respect of a Stand-Alone Account and/or a Fee-for-Service as determined on a daily basis is less than the Minimum Annual Fee for the year, then the Annual Fees payable in respect of a Stand-Alone Account and/or a Fee-for-Service Group will be increased by way of a surcharge to be equal to the Minimum Annual Fee amount in the aggregate.

7. **Eligible Asset Valuation:** The value of any Eligible Asset held in an account shall be:

- a. with respect to a security for which there is a published market, an amount equal to the closing price of such security on that date, or if there is no closing price, the closing bid price. Where there is more than one published market for such security, the value shall be determined by reference to the closing price, or if there is no closing price, the closing bid price of such security

on the principal market on which it is traded, as determined by us; or

- b. with respect to a security for which there is not a published market, the value determined by us, in our sole discretion, acting in good faith, to reflect the estimated fair market value thereof.

8. **Closing Fee:** Upon termination of the Integrity Plan Account Agreement with respect to any or all of your accounts (including a Stand Alone Account or an account which forms part of a Fee-for-Service Group), we may, in our discretion, charge a fee (a "Closing Fee"). The timing and amount of any Closing Fee will depend, among other things, on the notice period provided for termination and on the nature and extent of your investment activity. The maximum Closing Fee for an account will be equal to the greater

of: (i) the amount of our full standard brokerage and other transaction-related charges that would have been paid on the Transactions effected in such account to which such termination applies during the then-current Billing Year with respect to Eligible Assets had such account not been subject to the Integrity Plan Account Agreement and fee arrangements discussed herein; or (ii) the expected Annual Fees for each Stand-Alone Account or each Fee-for-Service Group to which such termination applies based on the previous Monthly Fees or Quarterly Fees, as the case may be.

The Closing Fee is payable in full on the Termination Date. The Closing Fee will be reduced by any Monthly Fees or Quarterly Fees, as the case may be, that have been paid by you for the applicable account in the then-current Billing Year. No refund of Monthly Fees or Quarterly Fees, however, will be paid to you.

## APPENDIX 2 – CONFLICT OF INTEREST DISCLOSURE STATEMENT

### General Description

Actual, potential, and perceived conflicts of interest exist in almost all human interactions. Our relationship with you is no different. For instance, Integral Wealth Securities Limited (“**Integral**” or “**the Company**”) is a business and we have a responsibility to maximize economic returns for our shareholders and other stakeholders. We believe the best way to achieve our goal is to provide you with trusted advice and personalized financial solutions that help you achieve your financial goals in order to retain your continued patronage and encourage you to recommend our services and products to others.

### Description of Firm

Integral is what is referred to as an “introducing broker” investment dealer, serving both retail and institutional clients. Your investments are held by our “carrying broker” which executes, settles and reports all your trade activity to you and provides to us (and effectively to you) a contractual indemnity assuring that the investments on their statements are as shown on your statements.

On occasion we will provide corporate finance products and services. We recognize that by definition these are more susceptible to conflicts of interest than many other commercial activities since we may represent both sides to a transaction, namely, the buyer and the seller.

You can learn more about our firm at [www.integralwealth.com](http://www.integralwealth.com). The general types of conflicts of interest which can arise are:

- Conflicts of interest between you and us,
- Conflicts of interest between you and our other clients, and
- Conflicts of interest between us and our related and associated companies.

### Description of Role of an Investment Dealer

As an investment dealer, we are a financial intermediary. As is common practice in the brokerage industry, we may, at times, be the party on the other side of the transaction where we own the security we sell to you or buy from you (referred to as a “principal” trade). On other occasions, we simply facilitate a transaction between you as our client and a third party on the other side of the transaction where we have no ownership interest in the security traded (referred to as an “agency” trade). In still other cases, we advise an issuer of securities on how to best raise funds by selling securities, while contemporaneously could be recommending that our clients buy those same securities.

### Management of Conflicts of Interest

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.

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

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

The following information is intended to assist you in understanding and assessing material, potential and actual conflicts of interest, including how we address them. This is an overview of a complex subject. Despite that, we believe the simplest control is the most effective – your continued satisfaction and patronage. If you ever have any questions or concerns, whether they involve conflicts of interest or anything else, you should never hesitate to say so and ask your advisor for an explanation and more information.

### More Information

Canada has comprehensive and extensive securities regulatory rules and regulations, many of which are directed at protecting client and investor interests, including dealing with conflicts of interest. We suggest that you refer to the websites and publications of the



provincial securities commissions through the Canadian Securities Administrators (CSA) and Investment Industry Regulatory Organization of Canada (IIROC) for more information on how Canadian securities regulations address conflicts of interest in order to safeguard the investing public.

### Possible Conflicts and How They Are Managed

Conflict of Interest	How Conflicts Will Be Addressed
We earn compensation by selling products and services to you for which you pay us.	<ul style="list-style-type: none"> <li>- We will inform you of fees, commissions, and other compensation in advance so that you know what you will be paying.</li> </ul>
Different products and services have differing levels of compensation.	<ul style="list-style-type: none"> <li>- Our compensation is disclosed to you and we offer pricing alternatives intended to reduce the conflicts associated with commission-based pricing.</li> <li>- We are required by industry regulations and firm policy only to make “suitable” investment recommendations.</li> <li>- We may choose not to offer a complex product that carries a high commission.</li> </ul>
We would like you to use more of our services and buy more of our products.	<ul style="list-style-type: none"> <li>- We have policies and procedures prohibiting recommendations solely for the purpose of generating revenue for us without any benefit to you.</li> <li>- Management has put in place compliance programs to monitor investment advisors to help identify and address concerns.</li> </ul>
Our compensation, organizationally and individually, may involve commissions based on sales volume.	<ul style="list-style-type: none"> <li>- We offer fee-based accounts, as well as similar products such as no-load mutual funds, which have pricing structures designed to reduce commission incentives.</li> </ul>
We would like you to use more of the services offered by our referral business partners.	<ul style="list-style-type: none"> <li>- Where we use referral arrangements, we disclose and manage them according to regulatory standards.</li> <li>- We have policies and procedures, against which we monitor our advisors’ activities, prohibiting recommendations solely for the purpose of generating revenue for us without any benefit to you.</li> </ul>
We may receive compensation from securities issuers and other third parties based on their products we sell to you, such as “trailer fees” on mutual funds and commissions and “trailer fees” on segregated funds and insurance policies.	<ul style="list-style-type: none"> <li>- We will disclose to you the situations and type of third - party compensation we may receive.</li> <li>- Securities regulations require issuers to provide specific disclosure in the offering document (e.g., prospectus) of such arrangements and the compensation we will receive.</li> </ul>
We are compensated in other ways as a result of the business you may do with us, including interest spreads on uninvested cash deposits with us and foreign exchange spreads when you convert currencies.	<ul style="list-style-type: none"> <li>- Various forms of other compensation we may receive are disclosed to you.</li> <li>- Please refer to our other disclosures to you in that regard.</li> </ul>
We may sell you securities which we own (called principal trades) and profit by doing so.	<ul style="list-style-type: none"> <li>- We will tell you whether we acted as principal or agent for each transaction on the trade confirmation.</li> </ul>
We may need to select which clients will be offered certain securities if availability is limited.	<ul style="list-style-type: none"> <li>- For non-discretionary accounts, individual advisors make the determination based on individual client relationships.</li> </ul>

Conflict of Interest	How Conflicts Will Be Addressed
We are paid by issuers of securities when we advise on or underwrite a new issue which we may recommend to you.	<ul style="list-style-type: none"> <li>- We have structurally segregated our institutional corporate finance and retail advisory businesses, which prevents the sharing of non-public information by our institutional corporate finance business (with the relationship with the issuer) with our retail advisory businesses (with the relationship with clients like you).</li> <li>- The offering documents provide full disclosure of all relationships we may have with the issuer.</li> </ul>
When we advise on or underwrite a new issue, we are acting for the issuer that wants to obtain the highest price while recommending the investment to purchasers who are interested in obtaining the lowest price.	<ul style="list-style-type: none"> <li>- We operate our corporate finance and retail advisory businesses separately and all relationships and other material facts about our relationship with the issuer are described in the offering documents.</li> </ul>
If you hold an applicable security, we may be paid by issuers, offerors or others to solicit your proxy or vote in their favor with respect to takeover bids, corporate reorganizations, solicitation of proxies and other corporate actions.	<ul style="list-style-type: none"> <li>- Securities regulations require specific disclosure of such arrangements and the compensation we will receive in documents such as information circulars, takeover bid circulars and issuer bid circulars.</li> </ul>
As a result of business relationships with issuers of securities, we may know confidential information that we cannot disclose to you when we recommend the securities to you, even if that information might lead us not to recommend buying the securities.	<ul style="list-style-type: none"> <li>- We operate our corporate finance and retail advisory business separately so that such information is tightly controlled and not shared by corporate finance with our retail advisory businesses.</li> <li>- Our internal information barriers are designed to ensure regulatory requirements are complied with and retail advisory employees do not have access to any non-public information that may be available to our corporate finance businesses.</li> </ul>
We may have access to commercially sensitive or inside information.	<ul style="list-style-type: none"> <li>- We may decline to provide a service to avoid insider trading provision in securities legislation.</li> <li>- We have specific procedures for responding to conflicts of interests that involve inside information and for complying with insider trading provisions.</li> </ul>
<p>We may distribute investment research that is produced by third parties.</p> <p>We provide investment research on securities of companies that may have other business relationships with us.</p>	<ul style="list-style-type: none"> <li>- We have and follow written procedures under IIROC regulations that govern the distribution of third-party research.</li> <li>- Our research and recommendations are subject to extensive and detailed regulatory requirements and internal standards.</li> <li>- You can review the standards our research analysts are required to comply with on the back of each research report.</li> </ul>
We engage in trading of securities for our own account (called proprietary trading).	<ul style="list-style-type: none"> <li>- We maintain information barriers between our corporate trading activities and retail advisory business.</li> <li>- Firm and employee trades are identified as such and client trades are given priority to firm and employee trades in accordance with industry “client priority” regulations.</li> </ul>
Your advisor or representative may make permitted personal investments in private	<ul style="list-style-type: none"> <li>- Your advisor or representative must declare and have approved by us any such private investments before they are made.</li> </ul>

Conflict of Interest	How Conflicts Will Be Addressed
companies that manufacture investment products.	<ul style="list-style-type: none"> <li>- If such personal investments have been approved, your advisor or representative will and we will disclose such an investment to you in writing.</li> </ul>
We may permit certain individuals who are registered with us (including your investment advisor or account representative) to be employed by, participate in, or accept compensation from other persons or firms, outside the scope of his/her relationship with us.	<ul style="list-style-type: none"> <li>- These relationships are subject to legislative and industry regulatory requirements that impose restrictions on dealings between affiliated registered firms and/or individuals that are dually registered with an affiliated registered firm. Such restrictions are intended to minimize the potential for conflicts of interest resulting from these relationships.</li> <li>- We have implemented policies and procedures that supplement these regulatory requirements, including policies on privacy and confidentiality of information.</li> </ul>
Individuals may serve on a board of directors of a charity or take on other community activities that could take time or attention away from your account.	<ul style="list-style-type: none"> <li>- Securities legislation prohibits an individual from serving as a director of another registered firm that is not an affiliate of our firm.</li> <li>- When an advisor or representative sits on a board of directors of a charity or undertakes other community activities in any substantive way, they are subject to regulatory guidance on the disclosure and approval of outside business activities.</li> </ul>
We make available products of related and connected issuers which may give rise to a material conflict of interest. Upon your instructions, we may affect transactions in your account in securities of a related or connected issuer of Integral Wealth Securities Limited.	<ul style="list-style-type: none"> <li>- All related or connected issuers to IWSL are disclosed in at the time of account opening</li> <li>- Trade confirmations have disclosures to indicate when a security sold is that of a related or connected issuer to IWSL</li> <li>- We will notify you if there is a change in IWSL's relationship or connection to any public issuer.</li> </ul>

## APPENDIX 3 - STATEMENT OF RELATED AND CONNECTED ISSUERS

Canadian provincial and territorial securities laws require securities registered firms such as Integral Wealth Securities Limited ("Integral Wealth Securities") when we trade in or advise in securities of certain issuers to which we, or certain other parties related to us, are related or connected, to do so only in accordance with particular disclosure and other rules. Further, these rules require us, prior to trading with or advising our clients, to inform clients of the relevant relationships and connections with the issuer of the securities. Clients should refer to the applicable provisions of the relevant securities laws for the particulars of these rules or consult with a legal advisor. This disclosure is being provided as part of an ongoing effort to keep you, the client, better informed about factors that could potentially impact decisions you make regarding your brokerage account with our firm.

### General

"We" or "us" shall mean Integral Wealth Securities for the purpose of this statement. Under certain circumstances, we may deal with or for you in securities transactions where the issuer of the securities has an overlapping ownership or board level governance relationship with Integral Wealth Securities Inc. Since these transactions may create a potential conflict between our interests and yours, we are required by securities law to disclose to you certain relevant matters relating to these transactions. This statement contains a general description of the required discloser.

### Important Concepts

**Related Issuer** is a person or company related to us if:

- a) the person or company issuing securities is an influential securityholder of us,
- b) we are an influential securityholder of the person or company issuing securities, or
- c) we, and the person or company issuing securities, are each a related issuer of the same third person or company.

**Connected Issuer** means an issuer or selling securityholder distributing securities where the issuer or selling securityholder, or a related issuer of the issuer or selling securityholder, has a relationship with any of the following persons or companies that may lead a reasonable prospective purchaser of the securities to question if we are independent of the issuer or selling securityholder for the distribution:

- a) us;
- b) a related issuer to us;
- c) a director, officer or partner employed by us; or
- d) a director, officer or partner of a related issuer to us.

### Required Disclosure

We must make certain disclosures where we act as your broker, or advise you with respect to securities issued by a Related or Connected Issuer. For a Connected issuer we must make certain disclosures if we act as an underwriter in the course of an initial distribution (i.e. an offering from treasury by prospectus or an offering from a control block). In both of these situations, we must disclose our relationship with the issuer of these securities.

The following lists the manner in which these disclosures must be made:

- Where we underwrite securities, the required disclosure will be contained in the prospectus or other document being used to qualify those securities.
- Where we buy or sell securities for your account, the required discloser will be contained in the confirmation of the trade and in the monthly account statement, which we will prepare and send to you.
- Where we advise you with respect to the purchase or sale of securities, the disclosure must be made prior to our giving the advice. In this regard, the disclosure may be in verbal or written form.

We may, from time to time, be deemed to be related or connected to one or more issuers for purposes of disclosure and other rules of the securities law referred to above. We are prepared to act as an advisor, dealer or underwriter in the ordinary course of our business to, and in respect of securities of, any such Related or Connected Issuer and in connection therewith to provide the full range of service customarily provided by us to and in respect of securities of other issuers. In any such case, such investment dealer

and other services shall be carried on by us in the ordinary course of our business as an advisor, dealer or underwriter in accordance with our usual practices and procedures and in accordance with all applicable disclosure and other regulatory requirements.

Integral Wealth Securities Inc. or its directors, officers, salespeople or other employees may, from time to time, recommend that you trade in, or provide to you advice about a security issued by the companies listed below.

#### **LIST OF RELATED ISSUERS**

The following issuers may be related to us as at July 1, 2023.

#### **LIST OF CONNECTED ISSUERS**

The following issuers may be connected to us, because of common directorships and/or ownership, as of July 1, 2023.

- Argo Opportunity Corporation<sup>1</sup>

Should you have any questions, please contact your Investment Advisor.

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<sup>1</sup>John Gibson, Chief Executive Officer of Integral Wealth Securities Limited ("IWSL"), is a Director of the Issuer and owns 1,200,000 Common Shares of the Issuer through his holding company Anatolia Enterprises Ltd. Three other Dealing Representatives of IWSL collectively own 600,000 Common Shares of the Issuer. In total, Mr. Gibson and the three Dealing Representatives own 60% of the Issuer's outstanding Commons Shares prior to Issuer's Initial Public Offering ("IPO") described in its prospectus dated March 21, 2023. IWSL served as underwriter and agent for the Issuer's IPO.