

Relationship Disclosure Information



1. Introduction

In this relationship disclosure information document (the “RDI”) we provide important information concerning the relationship between Wickham Investment Counsel Inc. (“Wickham”, the “Firm”, “we”, “our” or “us”) and our clients (“clients” or “you”).

Other important information you need to know about your relationship with us and the operation of your account is contained in your account opening documentation, which includes your investment management agreement with us.

This information is current as of the date provided to you. Please note that we will post our most current version of this document at <https://wickhaminvestments.com/RDI> and inform you when a new update has been posted.

If you have any questions about this document, please contact us at:

Client Support
201 Portage Ave.
Suite 300
Winnipeg, Manitoba R3B 3K6
Client.support@wellington-altus.ca

Alternatively, please contact your Wickham advisor.

2. Who We Are

Wickham is registered as a Portfolio Manager in the provinces of Alberta and Ontario. Wickham provides independent investment management services to individuals, institutions and other organizations.

3. Our Products and Services

If you enter into an investment management agreement with us, we will manage your account in our sole discretion using the full discretionary authority that you will have granted us in the investment management agreement. This means that we will be able to make all investment decisions in your account, including purchases and sales, without obtaining your express consent for each such purchase and sale. We will however be required to operate the account in accordance with the investment management agreement and the contents of the investment policy statement that we develop for you based on the information you provide us.

4. Suitability Assessment

As a portfolio manager, Wickham has an obligation to take reasonable steps to ensure that, before it makes a recommendation to or accepts an instruction from you to buy or sell a security or takes any investment action, as applicable, the investment action is suitable for you. Wickham must put the client’s interest first when it takes an investment action for the client.

To meet this suitability obligation, we collect KYC information from you at the time you open an account with us, such as: information about your personal circumstances, financial situation, investment goals and objectives, investment horizon, investment knowledge and experience, and make a determination regarding your risk profile, which includes your willingness to accept risk (risk tolerance) and ability to endure financial loss (risk capacity). In order to satisfy our obligation to assess suitability on an ongoing basis after you open your account, as applicable, we update your KYC information on a periodic basis.

To meet our suitability obligation, we must also “know” and understand each investment we place you in. Through our “know-your-product” (“KYP”) due diligence process, the firm analyzes every investment we place you in or recommend to you. Our KYP process is coordinated by the firm’s advising representative(s), as applicable. Without limitation, as part of the firm’s KYP process, we generally consider such things as the reputation and track record

of the investment product, the potential for profit and loss, the associated risk level and potential for conflicts of interest, the investment's time horizon and complexity and the specific features of any investment, including costs and fees, liquidity, redemption rights and the frequency, completeness and accuracy of an issuer's disclosure.

Once we have collected your KYC information and we have conducted our KYP process, we can then use all of that information to determine whether or not an investment is suitable for you. Should there be any changes to your KYC information during the year, it is your responsibility to let us know as quickly as possible. All personal, confidential information we receive from you will be treated in accordance with our Privacy Policy, a copy of which is contained at Appendix A to this document.

5. Fees and Operating Expenses

Wickham charges an annual management fee for the services provided under the investment management agreement as a percentage of the market value of the assets under management. Please see Schedule A of your investment management agreement for more information. The annual management fee may be negotiable with your advisor.

Fees are expressed in annual rates and are generally charged on the greater of (i) the total market value or (ii) in the event that the Account is leveraged, the total asset value of the Account. All fees are collected on a monthly basis, in arrears; however, Wickham reserves the right to collect accrued fees at any time. All foreign assets will be converted to Canadian dollars for fee calculation purposes. All fees payable above are calculated before the inclusion of applicable taxes. No increase in the management fee shall be effective without prior written notification to you.

You direct and authorize Wickham to invoice your custodian(s) for the management fee and direct and authorize the custodian to deduct the amount stated in the fee from your account. You also direct, and authorize us to instruct, your custodian to send a statement to you, at least quarterly, indicating all amounts disbursed from the account including the management fee paid from the account. You acknowledge that it is your responsibility to verify the accuracy of the calculation of the management Fee and that your custodian will not determine whether the management fee is accurate or properly calculated.

In addition to our management fee, you may also incur certain charges imposed by unaffiliated third parties. Such charges may include, but are not limited to, fees charged by independent managers, custodial fees, brokerage commissions, transaction fees, charges imposed directly by a mutual fund, index fund, or exchange traded fund purchased for the account which will be disclosed in the fund's prospectus (e.g., fund management fees and other fund expenses), certain deferred sales charges, odd-lot differentials, transfer taxes, wire transfer and electronic fund fees, and other fees and taxes on brokerage accounts and securities transactions.

6. Related and Connected Entities

The word “connected” is intended to involve a state of indebtedness to, or other relationship with, Wickham or those “related” to Wickham that, in connection with a distribution of securities, would be material to a purchaser of the securities; and (ii) the word “related” is intended to involve positions permitting, through ownership or otherwise, a controlling influence, and would include all companies under a common controlling influence.

Wickham is a wholly owned indirect subsidiary of Wellington-Altus Financial Inc. Wickham’s related entities include:

1. Wellington-Altus Financial Inc.;
2. Wellington-Altus Private Counsel Inc.;
3. Wellington-Altus ICPM Inc.;
4. Wellington-Altus USA Inc.;
5. Wellington-Altus Insurance Inc.;
6. Wellington-Altus Group Solutions Inc.; and
7. Wellington-Altus Asset Management Inc.

List of Related and Connected Issuers as at July 1, 2024:

Independent Advisor Solutions
Emerge Capital Management Inc.
Emerge Canada Inc.

List of Related and Connected Securities to WAPW as at July 1, 2024:

Global Systematic Active Equities
Global Fixed Income Opportunities
Global Tactical ETF Asset Allocation
Global Liquid Alternatives
Global Balanced Portfolio
Emerge Canada ETFs

7. Custody of Your Assets

Wickham will not have physical custody of securities in your account. In opening your account with us, you will be required to open an account at a qualified custodian, who will hold your assets. The custodian will provide certain services to you including: (i) establishing and servicing your account; (ii) acting as custodian for the assets in your account; (iii) providing certain administrative services in connection with your account; and (iv) executing trades for your account based on instructions from Wickham. Under our agreement with the custodian, we are responsible for providing the custodian with all instructions related to securities transactions to be executed for the account, ensuring such transactions are suitable for you and for complying with all applicable “know your client” and “know your product” obligations.

The arrangement with the custodian is intended to enhance the protection of client assets since the custodian is a qualified custodian that is functionally independent from Wickham. Although Wickham will monitor the services performed by the custodian, in the event of the bankruptcy or insolvency of the custodian, there is no certainty that you will not incur losses due to your assets being unavailable for a period of time, the ultimate receipt of less than full recovery of your assets, or both. The custodian will hold the assets of your account in book-based form or at its head office in Toronto or at any other office or location where it is customary for the custodian to keep like cash and securities, and the custodian may hold same through a sub-custodian, agent or nominee if necessary or usual for it to do so in respect of like securities. The custodian will take all reasonable steps to receive and collect all proceeds, income or other revenue or distributions from the securities held, as well as enter into and settle foreign exchange transactions, notify Wickham of matters affecting the securities, such as corporate action notices, and ensure that all property is kept separate and distinct from its own assets and those of other clients and keep a separate record for each account.

Unless you instruct us otherwise, the custodian of your account will be NBIN or Fidelity Clearing Canada ULC, which are regulated by the Canadian Investment Regulatory Organization (CIRO) and are members of the Canada Investor Protection Fund, which provides limited protection for property held by a member firm if the member firm becomes insolvent.

8. Your Account Statements and Reports

Every quarter Wickham will provide you with a statement that includes details about each transaction or activity that occurred in your account during the previous quarter and information about each security, including its cost, and the cash balance, if any, in your account at the end of the quarter. If you wish, Wickham will provide you with such statements on a monthly basis.

Wickham will provide you with an annual report on any charges that you paid to Wickham as well as any other compensation that Wickham received in connection with operating your account. Wickham will also provide you with an annual report on the investment performance of each of your Wickham accounts. or, with your consent, all of your accounts on a consolidated basis. Wickham may not, and is not obligated, to provide such a report to any client who is a “permitted client” as defined in Canadian securities regulations and who is not an individual.

9. Risks Associated with Investing

All investments, apart from certain “guaranteed” investment products, are subject to fluctuations in value and risk of loss and, unlike bank accounts or guaranteed investment certificates, the value of stocks, bonds, money market securities and investment funds is not covered by the Canada Deposit Insurance Corporation or other government deposit insurer.

Before finalizing an investment policy statement for your Wickham account, carefully consider your investment goals, your level of risk tolerance and the risks associated with the type of securities that Wickham might recommend to you or purchased for your account. Following are risks that might affect your investments.

- **General market risk** – the risk that the performance of or outlook for an industry, sector, region, or country or the general economic, social or political climate might negatively impact securities in general.
- **Interest rate risk** – the risk that a change in interest rates will have a negative effect on the value of fixed income securities or the securities of entities highly affected by interest rate levels.
- **Currency risk** – the risk that a security denominated in a currency other than Canadian dollars will be adversely impacted by changes in the value of the Canadian dollar in relation to the value of the currency in which the security is denominated.
- **Inflation risk** - risk of decline in the purchasing power of the client’s savings due to a general rise in prices.
- **Security risk** – the risk that the issuer of a security will not meet its business, financial and other goals and that this will have a negative effect on the value of the issuer’s securities.
- **Default risk** – the risk that the issuer of a security will be unable to pay the interest, dividends or other payments owed to you and the associated risk that the market value of the security will be negatively affected as the possibility of a default increases.
- **Foreign market risk** – the risk of heightened volatility in the price of a security and/or a heightened possibility of financial loss as a result of the security being issued in or subject to the laws of a foreign jurisdiction.
- **Concentration risk** – the risk that focussing security holdings in a particular issuer, group of issuers, industry, sector, country or region or to produce a particular impact will entail more market value volatility and a great risk of financial loss than if security holdings were more diversified.
- **Derivative risk** – the risk that the counterparty to a derivative contract will not meet its obligations.
- **Liquidity risk** – the risk that a security can not readily be converted into cash when required.

10. Using Borrowed Money to Purchase Securities

Securities may be purchased using available cash or a combination of available cash and borrowed money. If available cash is used to pay for the securities in full, the percentage gain or loss will equal the percentage increase or decrease in the value of the securities purchased. However, using borrowed money to purchase securities can magnify the gain or loss on the cash invested. This is called leveraging.

The use of leverage is not suitable for all investors. If you are considering borrowing money to make investments or considering providing us with borrowed money to make investments on your behalf, please be advised that a leveraged purchase involves greater risk than a purchase using available cash resources only. You need to consider carefully to what extent a leveraged purchase may create undue risk based on your personal circumstances, your risk tolerance and return objectives before borrowing money.

11. Use of Benchmarks

When evaluating the performance of any investment, it may be useful to compare the performance against an appropriate benchmark in order to make an informed assessment of a Wickham account's performance based on its investment strategy.

Generally, broad market and market-segment stock and bond indices are best used for this purpose as they are well-known by investors, however, it is important to note that some of these indices may be poor comparisons to a well-managed, diversified portfolio. For instance, the S&P/TSX Composite Index is typically dominated by three sectors – energy, materials and financials, which can account for more than two-thirds of the index. It is also important to note that most benchmarks do not include the management fee or transaction costs, and do not account for cash drag on the portfolio.

Any benchmark indices that are used should be suitable comparisons to the markets that the portfolio is actually invested in. Your Portfolio Manager may choose to provide specific benchmarks for comparison to the performance of the Account, a weighted average of particular indices, may rely on his or her own metrics, or may not provide any benchmarks at all.

12. Your Privacy

Wickham has established protocols to prevent the loss of, unauthorized access to or disclosure of personal and/or confidential information that Wickham collects about its clients. "Personal information" is defined in Canadian law as information about an identifiable individual and includes, but is not limited to, race, national or ethnic origin, religion, age, marital status, medical, education or employment history, financial information, DNA, social insurance number and driver's license number. Please see Appendix A for Wickham's privacy disclosure.

13. Conflicts of Interest

Under applicable Canadian securities laws, we are required to address and manage existing, as well as reasonably foreseeable, material conflicts in the best interests of our clients. A conflict of interest can include any circumstance where:

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

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

- a) Avoidance: This includes avoiding conflicts that are prohibited by law as well as conflicts that cannot effectively be addressed.
- b) Control: We manage acceptable conflicts through means such as separating different business functions and limiting the internal exchange of information.
- c) Disclose: By providing you with information about conflicts, you can assess independently their significance when evaluating our recommendations and any actions we take.

What follows below are details regarding the specific material conflicts of interest that we have identified to date. In case other material conflicts of interest arise, which may happen from time to time, we will inform you of the nature and extent of any such other conflicts of interest prior to any of your subsequent transactions with us or our advice to you.

Conflict of Interest	How this Conflict is Addressed
<p><i>Third Party Compensation</i></p> <p>Wickham does not seek to nor does it generally collect compensation from funds or securities that it recommends. In less than a handful of situations, certain securities were transferred into a Wickham managed account at account opening that provides commission-based compensation. Generally speaking, absent appropriate controls, clients may perceive a Wickham recommendation as being driven by third party compensation as opposed to what is appropriate for the client.</p>	<p>Wickham either directly rebates any third party commission directly to the client or reduces its own fees such that any commission collected by Wickham does not enrich Wickham.</p>
<p><i>Referral Arrangements</i></p> <p>Wickham does not actively seek out referral arrangements. However, from time to time, Wickham may enter into referral arrangements where another party refers clients to us for a fee, or where we refer clients to a third party.</p> <p>When referring a client to a third party, or accepting a referred client, Wickham must ensure that such a relationship is in the best interest of the client. Wickham should not enter into a referral arrangement solely because of the referral fee that they will receive from that party. Furthermore, if a client pays more for the same, or substantially similar, products or services as a result of a referral arrangement, Wickham would not be seen as appropriately discharging its obligations to its clients.</p>	<p>In order to mitigate any actual or potential conflicts, Wickham will bring the referral relationship and the terms of that referral relationship to the attention of the referred client. In addition to client disclosure, Wickham has adopted several procedures to ensure it determines that accepting a referral is in a referred client’s best interest. These procedures include: (i) requiring Chief Compliance Officer approval of any referral arrangement; (ii) conducting due diligence on potential third-party referrers; (iii) ensuring that the referred client does not pay additional fees or compensation for the same service or product provided to other Wickham clients as a result of the referral arrangement; and (iv) keeping a record of all payments related to Wickham’s referral arrangements.</p>

<p>Purchasing Assets from Clients</p> <p>Purchasing assets from a client outside the normal course of Wickham’s business may impact the ordinary course relationship the client has with Wickham. Specifically, as Wickham is in a relationship of trust with the client, outside parties may perceive Wickham as leveraging knowledge or the client relationship to make a commercial deal.</p>	<p>Generally, outside family members, Wickham will not permit staff to purchase assets from clients. The exceptions to this approach are:</p> <ul style="list-style-type: none"> • Wickham staff may occasionally purchase goods and services from clients for less than \$1000.00 on a good will basis. • Portfolio Managers may purchase personal use goods and services (e.g. accounting services) from clients. These goods and services will not exceed \$5000 on an annual basis and Portfolio Managers will pay the approximate market rate for these services.
<p>Full Financial Authority over Clients</p> <p>When Wickham exercises full authority (e.g. executor in a client’s estate or power of attorney) over a client’s financial affairs, Wickham may be put into a position where it is both providing and receiving instructions in respect of the client’s managed account.</p>	<p>Outside of family members, Wickham generally does not exercise full authority over a client’s financial affairs.</p>
<p>Borrowing From Clients</p> <p>Borrowing from clients impacts the fiduciary relationship with that client in that Wickham’s position of trust could become conflicted by any outstanding amounts owing or owed.</p>	<p>Outside of family members, Wickham does not borrow from its clients. Wickham employees clear any transactions through the Chief Compliance Officer.</p>
<p>Outside Activities</p> <p>Wickham employees may become involved in other activities outside of its employment with Wickham (e.g. sitting on a board of directors or providing volunteer services for a charity). Absent the Wickham controls, these outside activities could impact the amount of time a Wickham employee spends managing your account or may impact an Wickham employee’s focus on managing your account in your best interest.</p>	<p>Wickham has specified policies and procedures to ensure that all outside activities are reported and considered by its compliance department. The organizations that Wickham employees volunteer at are not current or prospective clients at Wickham. The organizations that Wickham employees volunteer at do not intersect or overlap with any of Wickham’s investment management activities.</p> <p>Wickham pays particular attention to outside activities where Wickham employees may provide additional financial services to Wickham clients. Specifically, Wickham employees may offer a number of insurance and financial planning products and services to clients.</p> <p>In each instance where an insurance or financial planning product or service is discussed, Wickham employees will identify themselves as acting outside the purview of their Wickham employment. Wickham employees will further explain that different regulatory obligations may apply depending on the nature of the product or service being discussed. Wickham employees are expressly prohibited from bundling Wickham products or services with these outside products or services.</p>

<p>Fair Allocation</p> <p>Wickham may be incentivized to provide certain trade opportunities to one client account over another. This is considered a fair allocation conflict of interest.</p>	<p>Whenever Wickham proposes to make an investment, the investment opportunity will be allocated on an equitable basis, generally <i>pro rata</i> based on available capital, between each client's account.</p> <p>Trades for Accounts that are acquiring or liquidating the identical security may be entered and executed as a "block trade". All accounts that are participating in the block trade will be given to the trader and generally entered as market or limit orders to achieve unbiased and similar execution prices. If the order takes several days to complete, and as a result there are several transactions and prices, the securities are held in the custodian's inventory until the trade is completed and the average price of the entire order is used so that all participating accounts receive the same price. At other times, trades in client accounts may be entered and executed separately at the time the individual portfolio is being reviewed.</p> <p>For initial public offerings or block trades that are only partially filled, the securities are allocated equitably across all applicable accounts for the security, depending on each account's needs. In determining how the partial fill will be allocated, Wickham will consider a number of factors, including, but not limited to, the client's investment needs and objectives current asset allocation mix in the account, the concentration of holdings of the industry in question in the account, and, the size of the account. On rare occasion, some clients may not be allocated any securities from a transaction if the securities available for distribution are determined by Wickham to be too limited to be in the client's best interest.</p>
<p>Best Execution</p> <p>Wickham may hire a brokerage firm to execute trades on behalf of your accounts based on a pre-existing relationship rather than objective qualitative or quantitative considerations. This is considered a best execution conflict of interest.</p>	<p>When executing trades for a Wickham account, Wickham employees will consider the price, quality and reliability of brokerage services, as well as research and investment information and certain other services provided by the executing brokerage. While one brokerage may give Wickham a better overall price (price plus commissions) than another, Wickham may also take into consideration the relative value of research and investment information and other services, to determine the brokerage with which to place the trade. Wickham will consider its brokerage service providers annually in accordance with its general obligation to review its service providers.</p>

14. Our Complaint Handling Process

If you have a complaint we will make every reasonable effort to deal with it to your satisfaction. You may make your complaint orally or in writing. However, we request that you make your complaint in writing and provide as many relevant details as possible. Please see Appendix B for our complaint process.

15. Your Protection as an Investor

Wickham carries financial institution bond insurance in the amounts prescribed under *National Instrument 31-103 Registration Requirements, Exemptions and Ongoing Registrant Obligations* against various losses including but not limited to employee dishonesty, forgery, theft and other fraudulent means.

If your assets are held by a custodian, there may be additional coverage protecting your assets. Please consult your custodian(s) directly for additional information.

16. Your Role in Our Relationship

It is important that you participate actively in our relationship. We encourage you to:

- provide us with full and accurate information about your financial situation, investment objectives, risk profile, time horizon and other information relevant to assisting you to meet your investment goals and promptly inform us of any material changes to that information that could result in a change in our assessment of the types of investments suitable for you
- carefully review the information in your account opening documentation and any other information provided to you in relation to your account and ask us any question you have about the information
- carefully review all account statements and reports you receive from Wickham and your custodian(s) and promptly contact us to discuss and resolve any discrepancies between them and your own records
- consult professionals, such as a lawyer or an accountant for legal or tax advice where appropriate and
- ensure that you understand the information contained in this document by reading it carefully and asking questions of Wickham or your Wickham advisor if you need any clarification of your relationship with Wickham or any individual acting on Wickham's behalf.

Appendix A Privacy Policy

Wickham Investment Counsel Inc. needs to collect private information from our clients and prospective clients in order to properly fulfill our duties. Understanding a client's needs and wants, financial position and family issues enables us to ensure that all investment recommendations are suitable. This is both a regulatory requirement and good business. Wickham is committed to protecting our clients' privacy and the confidentiality of their personal information in our possession. This memorandum explains the measures we take to fulfill these commitments.

We ask our clients for no more personal information than necessary.

The "Know Your Client" information forms we ask clients to complete elicit only the information we need for contractual, regulatory and income tax requirements including: name, address, phone and fax numbers, email addresses, birth date, social insurance numbers, asset holdings and values, investment knowledge and objectives, spouse's name and occupation, and children's and dependents' names and ages. Our application forms for registered retirement accounts elicit only the information needed to register these accounts with the government including: social insurance number, spouse's or designated beneficiary's name and birth date. We do not disclose any non-public personal information to any third party except as required by law or as outlined in this Policy.

We limit access to clients' personal information.

We record clients' personal information electronically on computer servers to which only authorized persons have access, and only by means of secure passwords. We authorize employees to have access to clients' personal information only on a "need to know" basis. We have installed hardware and software security to keep our servers clean and secure. We maintain a duplicate copy of our data at an offsite location for disaster recovery purposes. This data is password protected. We keep paper copies of clients' personal information in filing cabinets. We keep the computers and filing cabinets in which such information is stored in areas of our business premises that are kept locked when not in use.

We prevent unauthorized disclosure of clients' personal information.

We train our employees to keep clients' personal information strictly private and confidential. We require all of our staff to sign our privacy document that obliges them to respect and protect clients' personal information. We ensure that departing staff understands they remain contractually obliged to respect the privacy of clients' personal information. We shred paper documents containing clients' personal information before discarding such documents.

We expect similar safeguards from our service providers.

We may use service providers to provide us with various services such as technology, administration, printing, marketing, legal and accounting. We will require them to have a similar privacy policy or to agree to acknowledge and abide by ours.

We have a Privacy Officer.

The Privacy Officer is responsible for training our employees in our privacy policies and for monitoring the fulfillment of our privacy commitments. We invite any client or prospective client to contact us for any additional clarification desired. A client wishing to review his or her personal information in our possession should send a written request to this effect to chiefprivacyofficer@wellington-altus.ca

What To Do If You Have A Complaint

Our complaint process

Filing a complaint with us

If you have a complaint about our services or a product, contact us at

Kim Shilton
Senior Vice-President, Compliance & Chief Compliance Officer
Office: 647.977.0422
Toll-Free: 1.888.585.1962
Fax: 416.369.6216
Email: kim.shilton@wellington-altus.ca
Web: wellington-altus.ca
Address: 150 King St. West Suite 1501, Toronto ON M5H 1J9

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

Tell us:

- what went wrong
- when it happened
- what you expect, for example, money back, an apology, account correction

We will acknowledge your complaint

We will acknowledge your complaint in writing, as soon as possible, typically within 5 business days of receiving your complaint.

We may ask you to provide clarification or more information to help us resolve your complaint.

We will provide our decision

We normally provide our decision in writing, within 90 days of receiving a complaint.

It will include:

- a summary of the complaint
- the results of our investigation
- our decision to make an offer to resolve the complaint or deny it, and an explanation of our decision

If our decision is delayed

If we cannot provide you with our decision within 90 days, we will:

- inform you of the delay
- explain why our decision is delayed, and
- give you a new date for our decision

You may be eligible for the independent dispute resolution service offered by the Ombudsman for Banking Services and Investments (OBSI).

If you are not satisfied with our decision

You may be eligible for OBSI's dispute resolution service.

Help us resolve your complaint sooner

- Make your complaint as soon as possible.
- Reply promptly if we ask you for more information.
- Keep copies of all relevant documents, such as letters, emails and notes of conversations with us.

A word about legal advice

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

Taking your complaint to OBSI

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

- we do not provide our decision within 90 days after you made your complaint, or
- you are not satisfied with our decision

OBSI can recommend compensation of up to \$350,000. OBSI's service is available to clients of our firm. This does not restrict your ability to take a complaint to a dispute resolution service of your choosing at your own expense, or to bring an action in court. Keep in mind there are time limits for taking legal action.

Who can use OBSI

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

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

Time limits apply

- If we do not provide you with our decision within 90 days, you can take your complaint to OBSI any time after the 90-day period has ended.
- If you are not satisfied with our decision, you have up to 180 days after we provide you with our decision to take your complaint to OBSI.

Filing a complaint with OBSI

Contact OBSI

Email: ombudsman@obsi.ca

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

OBSI will investigate

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

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

Information OBSI needs to help you

OBSI can help you best if you promptly provide all relevant information, including:

- your name and contact information
- our firm's name and contact information
- the names and contact information of any of our representatives who have been involved in your complaint
- details of your complaint
- all relevant documents, including any correspondence and notes of discussions with us