



## 3iQ Corp. Relationship Disclosure Information – PM Clients

### **Background**

National Instrument 31-103 – *Registration Requirements, Exemptions and Ongoing Registrant Obligations* (“NI 31-103”) imposes on registered advisers and dealers (collectively a “Registrant”) the obligation to disclose information that a reasonable investor would expect to know about its relationship with the Registrant, including any material conflicts of interest the Registrant or its representatives may have with a client. These regulations require the Registrant to provide this disclosure to clients before purchasing or selling securities or advising the client to purchase, sell or hold a security.

This document contains important information about your relationship with 3iQ Corp. (“3iQ”, the “Firm”, “us” or “we”). If there is a significant change to the information contained in this document, we will provide you with an updated version as soon as possible. The information provided in this document should be reviewed in conjunction with the Offering Documents and all other documents provided to you, by us.

It is important that you, as an investor, actively participate in the relationship. We encourage you to:

- Keep us fully and accurately informed of your personal circumstances, and promptly advise us of any changes to information that would reasonably result in a change in our assessment as to the suitability of an investment in any of the funds managed by 3iQ (the “3iQ Funds”). Such changes include, but are not limited to changes in income, investment needs and objectives, risk profile, time horizon or net worth.
- Review the documentation and other information provided regarding the Funds or other products offered by us at the time of account opening and regular account documentation (holdings and performance) provided to you by us and ask any questions you may have.

### **The Firm’s Registration**

3iQ Corp. is registered with the Ontario Securities Commission (“OSC”) as an investment fund manager (“IFM”), portfolio manager (“PM”), exempt market dealer (“EMD”) and commodity trading manager (“CTM”). The Firm is also registered as an IFM, EMD & PM with the Alberta Securities Commission and the Autorité des marchés financiers (AMF) in Quebec. The firm is registered with the British Columbia Securities Commission as an EMD and PM. The OSC is the principal regulator of the Firm as its head office is located in the province of Ontario. 3iQ’s registration is also subject to certain terms and conditions which can be reviewed at the Canadian Securities Administrator’s site at <https://info.securities-administrators.ca/nrsmobile/nrssearch.aspx>.

### **The Firm’s Business Activities**

3iQ is an investment fund manager focused on providing investors with exposure to digital assets, disruptive technologies and the blockchain space. The Firm offers its services to accredited investors, institutional investors and investment funds. The Firm acts as investment fund manager and portfolio adviser for certain investment funds (the “3iQ Funds”). 3iQ may implement your investment strategies by investing your assets in the 3iQ Funds or in other investment funds. Units of certain 3iQ Funds are offered through prospectus and through prospectus exemptions. 3iQ uses sophisticated and complex processes and structures in the management of the 3iQ Funds. The Firm combines traditional and strategies that may involve cryptoassets in the management of certain of the 3iQ Funds. The Firm also manages balanced mandates for private clients to which we may add Exchange Traded Funds (“ETF”) to provide an efficient asset allocation.

Certain 3iQ Funds are listed on the Toronto Stock Exchange, Gibraltar Stock Exchange and the Nasdaq Dubai.

### **About Your Account with 3iQ**

If you enter into a portfolio 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 Portfolio Management Agreement (“PMA”). 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 PMA and the contents of the investment policy statement that we develop for you based on the information you provide us.



### **Custodian Relationships**

We generally enter into a discretionary investment management agreement with our clients. Your assets, unless otherwise indicated below, are held in Canada in a fully disclosed, segregated account at National Bank Financial (“NBF”) acting through its National Bank Independent Network division (“NBIN”), which is an indirect, wholly owned subsidiary of National Bank of Canada (“NBC”). NBIN’s offices are located at Suite 3000, 130 King Street West, Toronto, Ontario. NBC is a federally regulated Schedule A bank and a public company listed on the TSX. NBF is a member of and regulated by the Investment Industry Regulatory Organization of Canada (“IIROC”). NBF is a qualified Canadian Custodian under applicable securities laws. NBF is independent of 3iQ. The assets in your NBIN account are never co-mingled with other clients’ assets. NBF is a member Canadian Investor protection Fund (“CIPF”). CIPF, subject to condition and limits, safeguards your assets from the insolvency or bankruptcy of an IIROC member firm. You can find more information regarding CIPF at <https://www.cipf.ca>.

Your assets are subject to a risk of loss: (i) if NBF becomes bankrupt or insolvent and CIPF coverage is insufficient to safeguard all your assets held by NBF; (ii) if there is a prolonged and/or unrecoverable breakdown in NBF’s information technology systems; and, (iii) due to the fraud, willful or reckless misconduct, negligence or error of NBF. 3iQ has reviewed NBF’s reputation, financial stability, relevant internal controls and ability to deliver custodial services and has concluded that NBF’s system of controls and supervision is sufficient to manage risks of loss to your assets in accordance with prudent business practice.

3iQ Fund assets are held in Canada in a fully disclosed, segregated account at Cidel Trust Company (“Cidel”). Cidel is based in Calgary, Alberta and provides services to the Fund from its office in Toronto, Ontario. Cidel is a wholly-owned subsidiary of Cidel Bank Canada, a Schedule II Bank regulated by the Office of the Superintendent of Financial Institutions (“OSFI”). Cidel is independent of 3iQ. Cidel is a qualified Canadian Custodian under applicable securities laws governing investment funds. The Custodian will be responsible for safekeeping of all the investments and other assets of 3iQ Funds delivered to it (but not those assets of the 3iQ Funds not directly controlled or held by the Custodian, as the case may be). The Custodian has appointed Gemini as a sub-custodian in accordance with National Instrument 81-102 – Investment Funds.

Funds are never co-mingled with other clients’ assets. Cidel is a member Canadian Deposit Insurance Corp. (“CDIC”). CDIC, subject to condition and limits, safeguards your assets from the insolvency or bankruptcy of each of their member financial institutions. You can find more information regarding CDIC at <https://www.cdic.ca>.

Your assets are subject to a risk of loss: (i) if Cidel becomes bankrupt or insolvent and CDIC coverage is insufficient to safeguard all your assets held by Cidel; (ii) if there is a prolonged and/or unrecoverable breakdown in Cidel’s information technology systems; and, (iii) due to the fraud, willful or reckless misconduct, negligence or error of Cidel. 3iQ has reviewed Cidel’s reputation, financial stability, relevant internal controls and ability to deliver custodial services and has concluded that NBF’s system of controls and supervision is sufficient to manage risks of loss to your assets in accordance with prudent business practice.

### **Sub-Custodian**

Gemini is a trust company licensed by the New York State Department of Financial Services and is qualified to act as a sub-custodian of the Fund for assets held outside of Canada in accordance with National Instrument 81-102 – Investment Funds. Gemini operates in 49 U.S. states, Canada and certain other international jurisdictions.

As a fiduciary under Section 100 of the New York Banking Law, Gemini is held to specific capital reserve requirements and banking compliance standards. Gemini is also subject to the laws, regulations and rules of applicable governmental or regulatory authorities, including: money service business regulations under the Financial Crimes Enforcement Network (“FinCEN”); U.S. state money transmission laws; laws, regulations, and rules of relevant tax authorities; applicable regulations and guidance set forth by FinCEN; the Bank Secrecy Act of 1970; the USA PATRIOT Act of 2001; AML Regulations as mandated by U.S. federal law and any other rules and regulations regarding anti-money laundering/counter-terrorist financing; issuances from the Office of Foreign Assets Control; the New York Banking Law; regulations promulgated by the New York Department of Financial Services from time to time; the National Futures Association; the Financial Industry Regulatory Authority; and the Commodity Exchange Act.

Gemini uses segregated cold storage wallet addresses for the Fund which are separate from the wallet addresses that Gemini uses for its other customers and which are directly verifiable via the blockchain networks. Gemini will at



all times record and identify in its books and records that such bitcoins constitute the property of the 3iQ Funds. Gemini will not loan, hypothecate, pledge or otherwise encumber the 3iQ Fund's digital assets without the 3iQ Fund's instruction, from 3iQ, acting in its capacity of Manager of the 3iQ Funds. Gemini, in carrying out its duties concerning the safekeeping of, and dealing with, the 3iQ Fund's digital assets, is required to take reasonable care and use commercially reasonable efforts in executing its responsibilities under the Sub-Custodian Agreement and has agreed to adhere to the standard of care required by law, including National Instrument 81-102 – Investment Funds.

### **Fund Securities**

Securities of investment funds or other issuers held by the client (each "Fund") that are recorded on the books of the Fund or its transfer agent only in the name of the client are not held by the Custodian. Fund securities are subject to the custody and recordkeeping arrangements applicable to the Fund and disclosed in the offering documents of the Fund. Client assets are subject to risk of loss if the Fund or its custodian becomes bankrupt or insolvent, or if

the Fund, its custodian or transfer agent experiences a breakdown in its information systems. The Firm has reviewed the system of controls and supervision maintained by each Fund and has concluded that its system is sufficient to manage the risk to a client of loss in accordance with prudent business practice.

### **Access to Client Assets**

Although client assets are generally held by a Custodian, the Firm may have access to client assets in the following circumstances:

- the Firm may accept delivery of securities or cash from or to a client on a temporary basis to facilitate a deposit or the settlement of a trade;
- the Firm may accept a cheque payable to the Firm of other funds from clients;
- the Firm may have authority to transfer cash from the client's account at the Custodian to the client's bank account;
- the Firm may have authority to debit client accounts to pay bills on behalf of clients, other than its own management fees; or
- the Firm or its personnel may act as trustees of trusts which are clients or are beneficially owned by clients.

In these cases, the client has granted the Firm or specific personnel at the Firm access to client assets to facilitate certain transactions and provide convenience and efficiency for the Firm in the management of the client's assets.

Granting the Firm access to client assets, even in the limited circumstances set out above, exposes the client assets to risk of loss: (i) if there is a breakdown in the Firm's information technology systems; or (ii) due to the fraud, willful or reckless misconduct, negligence or error of the Firm or its personnel.

In addition, the Firm is required under applicable securities laws to insure against the additional risk of loss which arises due to its access to client assets.

### **Restrictions on Liquidating a 3iQ Fund**

There may be restrictions on your ability to redeem or liquidate a Fund you are invested in.

3iQ Funds are available for purchase or sale at the end of a week or end of the month; with settlement of the trade occurring in two business days. You should carefully consider these restrictions. Please read the *Redemption of Units* description contained in any offering documents provided by a 3iQ Fund

### **3iQ Fund Expense Fees or other Ongoing Fees**

Fees may also be charged within ETFs and other products invested within the client's account, which fees will vary based upon the constituent ETFs or other products invested within the account

### **Impact of Fees on Investment Returns**

Ongoing fees can reduce the value of your investment portfolio. This is particularly true over time, because not only is your investment balance reduced by the fee, but you also lose any return you would have earned on that fee. Over time, even ongoing fees that are small can have an impact on the value of your investment portfolio.

### **Risks of Investing**

In connection with an investment in a 3iQ Fund, you should carefully consider the risks of your investment. Please read the *Risk Factors* description contained in any offering documents provided by a 3iQ Fund.



### **General Risks Associated with Making an Investment**

Before making any investment decision, it is important to consider your investment goals, your level of risk profile and the risks associated with the investment you are considering. The following is a summary of the risks of investing in general and in the Fund(s). This list is not exhaustive and has been provided to investors as an indication of the factors that can affect the value of your investment.

- **Market fluctuation risk** – the risk that the market value of an investment will rise or fall based on overall stock market conditions rather than the performance of the entity or entities underlying the securities invested in.
- **Liquidity risk** – the risk that an investment may have a limited resale market and may not be liquidated quickly.
- **Commodity risk** – the risk that exposure to certain commodities, or to companies whose business is dependent on certain commodities, may be directly affected by movements in the price of the commodities.
- **Concentration risk** – the risk that concentration in any particular investment or sector results in higher volatility of the investments' or sector's performance than would a more diversified portfolio.
- **Specialization risk** – investing primarily in one industry or market capitalization range, may cause the investments' performance to be more volatile and strongly affected by the overall economic performance of the area of specialization.
- **Risk of Loss** – investing, in general, has risk associated with it, including the risk that the investor may lose a portion or all of an investment made.
- **Cryptoassets Risk** – 3iQ Funds and Cryptoassets are generally exposed, but not limited to the following risks, see the offering documents for complete descriptions; No Assurance in Achieving Investment Objectives; Trading Price of Units; Loss of Investment; Fluctuation in Value of Bitcoin; Fluctuation in Value of Cryptoassets; Concentration Risk; Use of Leverage; Reliance on the Manager; Reliance on the Cryptoasset Consultant; Limited Liquidity in the Units; Exchange Rate Risk; Use of Derivatives; No Ownership Interest in the Portfolio; Changes in Legislation; Conflicts of Interest; Status of the Fund; Status of the Fund; Valuation of the Fund; Significant Redemptions; Manager, Custodian and Sub-Custodian Standard of Care; Lack of Operating History; No Active Trading Market; Not a Trust Company; U.S. Currency Exposure; Cyber Security Risk; Tax Risk; Risks Associated with Investing in Cryptotassets; COVID-19 Outbreak Risks; Risks Associated with Digital Asset Platforms and Cybersecurity; Exchange Rate Risk; Risks Associated with Blockchain Networks and Fork.

### **Risk of Using Leverage**

Using borrowed money to finance the purchase of securities involves greater risk than a purchase using cash resources only. If the Client chooses to borrow money to purchase securities, it is the Client's responsibility to repay the loan with interest, as required by the terms of the loan, even if the value of the securities purchased declines.

### **Disclosure Concerning Potential Conflicts of Interest**

As a registered portfolio manager, investment fund manager and exempt market dealer, we have a fiduciary duty to act honestly, in good faith and in the best interests of our clients and to exercise the degree of care, diligence and skill that a reasonably prudent portfolio manager would exercise in similar circumstance. In order to effectively discharge our duties of loyalty and care to our clients, we have adopted policies regarding conflicts of interest.

You will find below a description of various relationships involving the Firm from which potential conflict of interest may arise.

### **Procedures for Minimizing Potential Conflicts of Interest**

The Firm ensures that fair and reasonable policies exist and are implemented for the management of conflicts of interest specific to portfolio management activities, such as fair allocation of securities, soft-dollar payments, proxy voting, compensation and expense allocation practices, error correction, and confidentiality of information, trade allocation and best execution.



Firm does not directly use client commissions or enter into soft dollar arrangements. In the event the Firm enters into a soft dollar arrangement in the future, the Firm's policy is in the best interests of its clients. Although the brokers involved in soft dollar arrangements do not necessarily charge the lowest brokerage commissions, 3iQ may nonetheless enter into such arrangements when it is of the view that our clients receive reasonable benefit considering both the use of the goods and services and the amount of client brokerage commissions paid.

The Firm's representatives may, in the normal course of their duties, find themselves in situations where their personal interests' conflict with those of one or more clients of 3iQ.

Under the Compliance Manual of the Firm, the interests of clients take precedence over those of 3iQ and its representatives as a matter of basic principle. 3iQ's representatives must disclose to the clients concerned any conflict of interest and any personal interest in a security or other investment that may be expected to impact their capacity to advise them objectively and impartially. 3iQ's representatives must also disclose to the Firm any situation that may be reasonably expected to adversely affect them in the performance of their duties or interfere with their capacity to give objective and impartial advice.

In addition, the Firm established the following policies aimed at avoiding any conflicts of interest that may arise as a result of the Firm's relationship with Associated Issuers or Advised Issuers and ensuring that all investment decisions and their implementation are made in the best interest of the clients of the Firm:

- All investment decisions relating to purchases and sales of client portfolio securities will be made in the ordinary course of business without involvement of 3iQ, Connected or Related Issuers. The Firm will maintain operational and decision-making autonomy in the management of clients' funds and the selection of investments constituting their portfolios.
- Investment decisions will be made on the basis of the business judgment of responsible portfolio managers uninfluenced by considerations other than the best interest of the clients.
- The Firm may, from time to time, advise you with respect to the purchase and sale of any securities of any Connected or Related Issuers. However, the Firm will only do so if it considers a purchase or sale to be in your best interests; and any purchase of securities of the Connected or Related Issuer or the 3iQ Funds will not give rise to any duplication of management fees.

### ***Connected and Related Issuers***

An issuer is related to us, means, in respect of 3iQ, an issuer of securities over which 3iQ exercises a controlling interest (for example, through the ownership, discretion or control over voting securities) or an issuer of securities that exercises a controlling influence over 3iQ. In this context, the term "influence" means having the power, directly or indirectly, to exercise a controlling influence over the management and policies of the issuer, whether alone or in combination with one or more persons or entities. Related Issuers to 3iQ include CoinShares International Limited.

An issuer is connected to us, means, in respect of 3iQ, an issuer that has, or any related issuer that has, any indebtedness to or other relationship with: (i) 3iQ, (ii) any related issuer of 3iQ, (iii) any director, officer or partner of 3iQ, or (iv) any director, officer or partner of a related issuer of 3iQ, that, in connection with a distribution of securities of the issuer, is material to a prospective purchaser of securities of the issuer. Accordingly, an issuer is "connected" to 3iQ if, due to indebtedness or other relationships, a prospective purchaser of securities of such issuer might question 3iQ's independence from the issuer. Connected Issuers to 3iQ include ARK Investment Management, LLC and Van Eck Associates Corporation.

Should the Firm decide to invest a portion of your portfolio in ETFs or mutual funds managed or distributed by a related or connected party, it is done independently and decisions regarding the selection of investment products are made in accordance with the suitability with your investment policy statement.

Funds managed by 3iQ are considered Related Issuers of 3iQ. Because, in our capacity as investment fund manager and/or portfolio manager, we earn fees from the ongoing management of the Funds' investment portfolio, the Funds are considered connected issuers of 3iQ.



Should your investment strategy render it appropriate for your assets to be invested in any of the Firm's Related or Connected Issuers, we would require your written consent. As such, we ask you to sign the Consent Form attached as Appendix A. 3iQ, as Manager of the 3iQ Funds, and the Funds are subject to the Inter-fund self-dealing investment prohibitions which prohibit the Manager or the Fund from buying or selling securities from or to a related entity or responsible person.

Minority shareholders of 3iQ Corp. and independent advisors of 3iQ Corp. and/or investment funds managed by 3iQ Corp. (collectively, the "3iQ Funds" and each a "3iQ Fund") may be shareholders, directors, officers or employees of bitcoin trading platforms or counterparties which trade cryptoassets with 3iQ Corp. on behalf of the 3iQ Funds. Trade execution on behalf of the 3iQ Funds is conducted by 3iQ Corp. and is a function of accuracy, timeliness and value of advise and trade execution services provided to 3iQ Corp. and no preference is given to bitcoin trading platforms or counterparties in respect of which minority shareholders or independent advisors of 3iQ Corp. are shareholders, directors, officers or employees.

As a Manager, the Firm maintains policies and procedures to meet its obligations as an IFM, and adviser in the category of portfolio manager in respect of managing its conflicts of interest between the Manager and the Funds. 3iQ manages its investment funds in the best interest of the funds and in compliance with the requirements of National Instrument 81-107 Independent Review Committee for Investment Funds, by setting out the Manager's policies and procedures for dealing with conflict of interest matters and providing guidance to the Manager on managing these conflicts.

Pursuant to the Instrument, the 3iQ Funds have appointed the 3iQ Independent Review Committee (the "IRC") on behalf of each Fund as its independent review committee.

Under NI 81-107, the Manager is bound to refer all conflict of interest matters other than inconsequential matters to the IRC either for its approval, or its recommendation, depending on the nature of the matter.

#### **Fair Allocation of Investment Opportunities**

The investment needs and objectives, strategies and restrictions of 3iQ's clients may vary. In order for us to provide a fair allocation of investment opportunities for all clients' accounts, 3iQ shall ensure that each client account is supervised separately and distinctly from its other clients' accounts. We owe a duty to each client and, therefore, we have an obligation to treat each client fairly. It may be determined, however, that the purchase or sale of a particular security is appropriate for more than one client account, i.e. that particular client orders should be aggregated or "bunched". Simultaneously placing a number of separate, competing orders may adversely affect the price of a security. Therefore, where appropriate, when bunching orders, and allocating block purchases and block sales, it is 3iQ's policy to treat all clients fairly and to achieve an equitable distribution of bunched orders. The Firm does not engage in cross-trades or inter-fund trades.

To fairly allocate investment opportunities among our clients, we will attempt to allocate such purchases or sales on a pro-rata basis in proportion to the proposed transactions, taking into consideration a minimum-security transaction size necessary to justify the efforts and costs of the allocation. There may be times, however, where strict application of this rule does not lead to a fair and reasonable allocation. In such circumstances, allocation by a method other than this rule will be permitted where such allocation produces a fairer and more reasonable result.

#### **Fees and Commissions**

When you appoint us as portfolio manager of your assets, you pay us a management fee corresponding to a percentage of your assets under management with us. There are no products sold to clients for investment purposes that include embedded compensation. Disclosure of all fees and charges are disclosed in the Portfolio Management Agreement at the time of account opening.

We also receive management fees from the 3iQ Funds and the Connected or Related Issuers for managing and/or advising these investment funds. These fees are based on assets under management, fund appreciation, and consequently, performance fees may be paid. The details of the fees are clearly outlined in the offering documents of each of mutual fund, ETF or product.

Should we decide to invest your assets in one of the 3iQ Funds or the Connected or Related Issuers for which we





receive management fee, we will make sure the aggregate management fees received by us from your assets will not exceed the agreed upon management Fee.

As the manager of the 3iQ Funds, 3iQ may pay commissions to third parties from time to time. You may have to pay other operating charges when you open an account with 3iQ, such as custodian's fees and dealer's commissions. Further information regarding the fees and charges related to your engagement with 3iQ can be found in Article 19 of the Portfolio Management Agreement ('PMA') you entered into with the Firm.

3iQ will provide you with at least 60 days' written notice of any new fees or changes in charges. Interest charged on accounts and commissions for executing trades are excluded from notice - interest will be reflected on your client account statements and commissions will be reflected on your trade confirmation slips.

### **Outside Business Activities**

Employees are expected to devote their full time and attention during regular business hours to their duties at 3iQ. Individuals registered with 3iQ, including directors & officers, may serve as a director of another entity or engage in outside activities which puts a representative in contact with or places them in a position of power or influence over clients.

3iQ has adopted internal policies and procedures to manage these conflicts of interest and provides training to all employees on an annual basis, at a minimum. All outside business activities, paid or unpaid must be approved by the Firm and is supervised on an ongoing basis.

### **Proprietary Products**

3iQ Funds are offered through prospectus and through prospectus exemptions. Offering proprietary products is considered a material conflict of interest. However, 3iQ, as an exempt market dealer, does not recommend any products to clients. Registrants are required to conduct a suitability assessment at the time of purchase. When dealing in proprietary products through the Firm's exempt market dealer, suitability is based on the factors outlined in the *Suitability of Investments* section below, and the registered individual dealing in the product and conducting the suitability assessment must ensure the client's interests are put first. The registrant will inform the client of the fact the product is proprietary during the course of discussing this document and the offering documents. Registrants are required to complete know-your-product ("KYP") training annually, at a minimum, or one there is a material change to the product.

In addition, as a dealer selling products that are not offered by prospectus (exempt market securities), we are responsible for determining whether an investor meets the definition of an Accredited Investor, as defined by securities legislation and is therefore eligible to purchase this type of investment.

### **Trade & Pricing Errors**

A Firm may have an interest in downplaying or otherwise not adequately correcting a portfolio pricing error that has a significant impact on profitability or reputation. We have mitigated this potential conflict of interest by outsourcing the pricing of securities. If a security is not regularly traded, is illiquid or subject to a special pricing situation, the fair value shall be determined by the valuation agent.

### **Referral Arrangements**

We do not currently have any referral arrangements; however, in the future we may enter into referral arrangements from time to time with third parties pursuant to which another entity refers investors to us for which we pay referral fees. The details of these referral arrangements, including the parties to the referral arrangement, the services offered by each party, the amount of the fee and the manner in which the referral fee is calculated and the party to whom it is paid, will be provided to investors in a separate document if such fee is implemented. Any referral fees paid in the future will be paid by us and will not be deducted from the net asset value of the Funds.

### **Personal Trading**

Any individual working for 3iQ who has access to non-public information concerning portfolio holdings, trading activities, trading strategies, investment decisions or the ongoing investment programs of 3iQ Funds are required to



comply with an Access Persons & Personal Trading Code. We review employee personal trading on a regular basis.

### **Gifts & Entertainment**

3iQ's directors, officer and employees are strictly forbidden to give any major payments or gifts in an attempt to get business. The Firm maintains strict guidelines and limits with respect to gifts and entertainment. Monetary reward, regardless of amount, are not permitted.

### **Reporting to You**

#### *Account statements:*

We must deliver to you an account statement at least once every three months, or on a monthly basis upon request, for each one-month period. The statements that we provide to you will contain: (i) information about each transaction conducted for you during the time period covered by the statement, and (ii) information about each security held, and any cash balance, in your account at the end of the time period covered by the statement.

*Confirmations:* We will promptly deliver to you, or if directed by you in writing, to a registered adviser acting on your behalf, a written confirmation of each transaction in your accounts. If you hold a discretionary managed account, you will not receive confirmations.

*Annual Performance Report:* We are required to provide you with an annual performance report. The report will help you assess the performance of your investment decisions. The report will show you how the value of your account changed throughout the year, as well as the impact of changes in the value your investment. The reporting period for your annual performance report is the calendar year and the report will be sent to you annually within the month of January.

The inception date for performance calculations in your account is the date of your account transfer-in or initial deposit. Each year, annualized returns and changes in market value will be calculated back to the beginning date or your account opening date adding another year to your overall performance report.

*Annual Fees and Compensation Report:* The beginning date for this annual reporting period is January 1st of each year, ending on December 31st of each year and includes the annual fees and operating charges paid in each calendar year.

### **Suitability of Investments**

In order to provide our clients with the best investment management services, we must obtain and maintain up-to-date information about our clients. The Firm must have an accurate understanding of your complete financial circumstances to provide you with the best advice and help to achieve your investment goals prior to you making a purchase of a 3iQ Fund. Before the Firm purchases, sells, withdraws, exchanges or transfers out securities for your account, take any other investment action for you, or exercise discretion to take any such action (an "investment action"), the Firm will determine on a reasonable basis that such action is suitable and puts your interests first. We must make sure the investment is suitable for you.

To assess the suitability of the proposed investments, 3iQ will obtain information from you relating to your investment needs and objectives, risk profile, investment knowledge, financial and personal circumstances, investment time horizon and other relevant factors before taking an investment action. Under its KYC obligations, the Firm will collect, use, and distribute client information only to meet its obligations to clients, to better serve the client's investment needs and objectives, and to satisfy regulatory requirements under securities legislation and anti-money laundering legislation.

Investments in the 3iQ Funds may not be suitable for all clients. 3iQ will make a determination to ensure the proposed investments are suitable for you, and in your best interests.

### **Risk Profile**

3iQ is required to establish your risk profile. Your risk profile involves understanding your willingness to accept risk





(your risk tolerance) and your ability to withstand potential financial loss (your risk capacity). Through gathering your KYC information and the creation of 3iQ's Investment Policy Statement for you, we gather information concerning your risk tolerance and we assess your risk capacity by gaining an understanding of your personal and financial circumstances, investment needs and objectives and investment time horizon. Combined together, your risk tolerance and risk capacity make up your overall risk profile that is then established for you.

### **Account Documentation**

At the time of account opening, you will be provided with this Relationship Disclosure, along with signed copies of your Investment Policy Statement and Portfolio Management Agreement and Know-Your -Client ("KYC") forms (for managed accounts).

### **Benchmarks**

Benchmarks provide you with a means of measuring the relative performance of your portfolio against a standardized or "benchmark" portfolio over a prescribed period of time. Although a singular benchmark may be used (i.e., a broad stock market or bond index), a blend of benchmarks may be appropriate for portfolios which include different asset classes and/or investments. There are many different benchmarks. When choosing a benchmark, we pick one that corresponds to the investments made by the applicable portfolio.

See your statement of account for more specific information about each benchmark used to evaluate the performance of your portfolio. Keep in mind that benchmarks are only used as a guide and that past performance is not necessarily an indicator of future performance.

### **Trusted Contact Person**

By choosing to provide information about a trusted contact person, you authorize 3iQ Corp. to contact the trusted contact person and disclose information about your accounts to that person in the following circumstances:

- (a) possible financial exploitation of yourself;
- (b) concerns about your mental capacity as it relates to your financial decision making or lack of decision making;
- (c) the name and contact information of any of the following:
  - a. a legal guardian of yourself,
  - b. an executor of an estate under which you are a beneficiary;
  - c. a trustee of a trust under which you are a beneficiary, or
  - d. any other personal or legal representative of yourself; or
- (d) your current contact information.

### **Temporary Holds**

A temporary hold means a hold that is placed by [insert name of firm] on the purchase or sale of a security on your behalf or on the withdrawal or transfer of cash or securities from your account.

3iQ Corp. will not place a temporary hold on your accounts unless we reasonably believe that:

- (a) you are a vulnerable client;
- (b) you have been financially exploited, financial exploitation is occurring, has been attempted or will be attempted; or
- (c) we reasonably believe that you do not have the mental capacity to make decisions involving financial matters.



Should a temporary hold be placed on your accounts we will provide you notice of the temporary hold and the reasons for the temporary hold as soon as possible. We will continue to review the relevant facts on an ongoing basis in order to determine if continuing the hold is appropriate. Within 30 days of placing the temporary hold and, until the hold is revoked, we will update you on a monthly basis to inform you if we have revoked the temporary hold or provide you with notice of our decision to continue the hold, and the reasons for that decision.

### **Complaint Resolution**

We have certain obligations if we receive a complaint from you relating to trading or advising activities provided by us or a representative of our firm. Our complaints process and independent dispute resolution service available to you are as follows:

(a) The Chief Compliance Officer should be immediately informed of any complaint or possible complaint received by staff, whether oral or in writing.

(b) Upon receipt of a complaint, the Chief Compliance Officer will respond to the client within five business days acknowledging receipt of the complaint, advising the client that 3iQ will investigate and seek to resolve the complaint

and that if the client is unsatisfied, it has access to independent dispute resolution at no cost to the client and providing the client with the name and contact information of OBSI or in Québec, the Autorité des Marchés Financiers (AMF).

(c) The client will be encouraged, but not required, to submit the complaint in writing.

(d) The Chief Compliance Officer will investigate the complaint by obtaining relevant information from the client and all relevant 3iQ employees and third parties involved in the activity that is the subject of the complaint.

(e) By no later than 90 days following receipt of the complaint, 3iQ will provide the client with its written decision regarding the complaint.

(f) The client may escalate the complaint to Ombudsman for Banking Services and Investments (OBSI) dispute resolution services. (i) if 3iQ does not provide a decision within 90 days; or (ii) within 180 days after receipt of 3iQ's decision, if the client is unsatisfied. When electing to use OBSI, the client must agree to a maximum amount of monetary compensation of \$350,000. For more information on the OBSI's resolution services, you can contact the OBSI at Toll-Free 1.888.451.4519 or visit their website at [ombudsman@obsi.ca](mailto:ombudsman@obsi.ca).

If this internal process does not help you to reach a satisfactory settlement and if you reside in Quebec, the AMF also offers mediation services. In this context, you can ask the Firm to send your written complaint directly to the AMF so that it can analyze your case and recommend recourse to the mediation where appropriate. For more information on mediation services you can contact the AMF at Toll-Free 1.877.525.0337 or visit their website at [www.lautorite.qc.ca](http://www.lautorite.qc.ca).

We will advise you that you may be eligible for the independent dispute resolution service offered by the Ombudsman for Banking Services and Investments (OBSI) and the steps that you must take in order for OBSI to be made available to you.



## Appendix A

### Consent Form

#### 3iQ Corp. Relationship Disclosure Information

**CONSIDERING THAT** National Instrument 31-103 – Registration Requirements, Exemptions and Ongoing Registrant Obligations requires that 3iQ Corp. (the Firm) provide certain information to its clients relating to existing and potential material conflicts of interest and, in certain circumstances, obtain the consent of clients;

**CONSIDERING THAT** a copy of the Firm’s Relationship Disclosure Information (the “Disclosure”) has been provided to the undersigned;

**THEREFORE**, the undersigned hereby:

- confirms having read the Disclosure;
- confirms having had the opportunity to ask all relevant questions in connection therewith;
- gives the Firm the authority to exercise its discretionary authority over its account to purchase or sell securities of the Connected and Related Issuers of the Firm and/or 3iQ Funds, when such purchase or sale is in accordance with the undersigned’s investment needs and objective or is unsolicited and considered separate from your overall portfolio; and
- acknowledges that the Connected and Related Issuers disclosed in the Disclosure will vary from time to time and that the consent provided herein will be deemed to apply to such further Connected and Related Issuers, unless the undersigned otherwise advises the Firm within ten days of receiving an amended Disclosure.

Client Signature: \_\_\_\_\_

3iQ Authorized Signature: \_\_\_\_\_

Account Name: \_\_\_\_\_