

## RELATONSHIP DISCLOSURE INFORMATION

This document provides you with important information concerning your relationship with ReSolve Asset Management Inc. (“**ReSolve**”, the “**Firm**”, “**we**”, “**our**”, “**us**”). The document describes the products and services that we offer, the costs to operate an account with us, the types of risks that you should consider when making an investment decision and other important information.

This document also describes conflicts of interest that arise or may arise between us, individuals acting on our behalf and our clients, or between the differing interests of two or more of our clients to whom we owe a duty. The conflicts described are those that a reasonable investor would expect to be informed of or that we believe are necessary to disclose to our clients to ensure they are adequately informed of matters that may affect the services we provide to them.

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, as applicable, account opening forms, the Discretionary Investment Management Agreement entered into between you and us, any offering memorandums and subscription documentation provided to you, and is also contained in the periodic account statements and reports that will be provided to you.

If there is a significant change to any of the information contained in this document, we will provide you with an update as soon as possible.

### **ABOUT US**

ReSolve is incorporated under the laws of Canada and its head office is located at 1 Adelaide Street East, Toronto, Ontario M5C 2V9. ReSolve is registered as an investment fund manager in Ontario and Newfoundland and Labrador, and as a portfolio manager and exempt market dealer (“**EMD**”) in Ontario, Alberta, British Columbia and Newfoundland and Labrador. ReSolve is also registered as a commodity trading manager in Ontario. ReSolve may also apply to be registered in additional jurisdictions as its business dictates. The Firm’s principal Canadian regulator is the Ontario Securities Commission.

In the U.S., ReSolve is registered with the United States Securities and Exchange Commission as a non-resident investment advisor, and with the Commodity Futures Trading Commission as a commodity trading advisor. This latter registration is administered through the National Futures Association.

As a registrant under securities laws, ReSolve must deal fairly, honestly and in good faith with its clients. The Firm is also required to devote such time and attention and exercise such degree of care, diligence and skill as a prudent and experienced investment adviser would exercise in comparable circumstances.

ReSolve provides investment management services to individual and institutional clients, and acts as the portfolio and/or investment fund manager and/or sub-advisor to several investment funds which are further described herein. The investment funds for which we provide these services are mostly funds that were established by ReSolve (collectively, the “**ReSolve Funds**”) as opposed to being third-party funds. We generally use our discretionary authority over your managed account with us to invest some or all of the assets of your portfolio in such ReSolve Funds in accordance with our suitability assessment and, as the case may be, your Investment Policy Statement with us.

A copy of the offering memorandums for the ReSolve Funds and subscription documents can be found on our website at [www.investresolve.com](http://www.investresolve.com) and will be provided on request.

ReSolve also acts as an EMD in connection with distributions of securities, including securities of the ReSolve Funds, to individuals and institutional clients that qualify as “accredited investors” under securities laws or that otherwise qualify for an exemption from the prospectus requirement. In order to distribute securities of the ReSolve Funds to you using ReSolve’s EMD registration, you would be required to enter into the subscription documents used by the Firm and the ReSolve Funds.

ReSolve may offer additional products and services in the future.

As further detailed herein, investing the money in your discretionary managed account into one or more ReSolve Funds or us recommending that you subscribe for units of one or more ReSolve Funds presents a conflict of interest given that the ReSolve Funds are related to and connected to the Firm. This conflict of interest is further detailed herein under the caption "Conflicts of Interest".

## **INFORMATION ABOUT YOUR ACCOUNT**

By entering into a Discretionary Investment Management Agreement with us, you will effectively engage us to act as your portfolio manager. More specifically, you will have established one or more accounts with us with respect to which we have been granted full discretionary authority to purchase and sell securities held in the account without obtaining your express consent for each such purchase and sale, including units of the various ReSolve Funds.

In the above instance, investments will be made by ReSolve for your account based on and in accordance with the account opening documentation and other documentation, including the Discretionary Investment Management Agreement that you enter into with us and, as the case may be, the Investment Policy Statement that is developed to govern the management of your account. As an advisory client of ours, you will also open an account at a custodian where your assets will be held.

ReSolve may also act as an EMD in connection with distributions of securities to you, including securities of the ReSolve Funds as well as securities of investment products managed by a third party. In this instance, ReSolve will only distribute securities to you where you qualify as an "accredited investor" under securities laws or otherwise qualify to purchase exempt market securities.

Specific information about the account(s) you have with ReSolve, including information referred to as know-your-client ("**KYC**") information (described below), which ReSolve is required to collect under securities laws, is contained in the account opening documentation and applicable agreements and disclosure documents. The operation of your account with ReSolve is governed by the terms of the applicable documents and agreements between you and us, including, as the case may be, your Discretionary Investment Management Agreement with us.

### ***Account statements***

Please be aware that account statements and information may be delivered to you in hard copy to your mailing address or may be delivered to you electronically. You may specifically request to receive these statements and information in hard copy.

For clients for whom we act as a portfolio manager, we will provide statements to you about your account every three months, unless you advise us that you would like the statements provided on a monthly basis, in which case they will be provided to you on such basis.

For clients for whom we act as an EMD on an ongoing basis and as required by securities laws, we will provide statements to you about your account every three months unless: (i) there has been a transaction in your account during a month, in which case you will be provided with a statement for that month, or (ii) you advise us that you would like the statements provided on a monthly basis, in which case they will be provided to you on such basis.

Among other information, the statements that we will provide to you will contain:

- information about each transaction conducted for you during the time period covered by the statement (including the date of the transaction, whether the transaction was a purchase, sale or transfer, the name of the security, the number of securities, the price per security and the total value of the transaction), and

- information about each security held, and the cash balance, in your account at the end of the time period covered by the statement (including the name and quantity of each security in the account, the market value of each security in the account, the total market value of each security position in the account, and the total market value of all cash and securities in the account).

On an annual basis, you will also receive: (i) a report on charges and other compensation, and (ii) an investment performance report.

The report on charges and other compensation shows the amount of fees and compensation ReSolve has received from you during the relevant period. The investment performance report will provide rate of return information in respect of your accounts.

### ***Trade confirmations***

For clients for whom we act as EMD in connection with a purchase or sale of a security, we will promptly deliver to you (or to a registered adviser acting on your behalf, if you so request) a written confirmation setting out the particulars of the transaction, including, among other information, the quantity and description of the security purchased or sold, the price per security paid or received, and any commission, sales charge, service charge or other amount charged by us in respect of the transaction.

### ***Suitability assessment***

As a portfolio manager and EMD, ReSolve has an obligation to assess whether a purchase of a security is suitable for you, having regard to your particular circumstances, prior to making a recommendation to or accepting instructions from you. 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 risk tolerance. In addition, we are required to be knowledgeable about the products that we buy and sell for, or recommend to, you. 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.

As the KYC information we collect from you will be relied upon by us to assist in making suitability determinations for your account, we would ask that you please promptly notify your ReSolve representative of any change to your KYC information.

We also collect other KYC information about each of our clients, including general information about each client and whether a client is an insider of a reporting issuer or any other issuer whose securities are publicly traded.

### ***Custodian***

In the event we serve as your portfolio manager, unless you arrange otherwise, we may direct or arrange for the assets of your account(s) to be held by Fidelity Clearing Canada ULC ("Fidelity"), in which case you will also open an account and enter into a written custodial agreement with them. In accordance with applicable securities laws, we have determined that Fidelity is a qualified custodian that is functionally independent from us.

In such cases, pursuant to its role as custodian, Fidelity will hold the assets of your account in book-based form or at its head office or at any other office or location where it is customary for Fidelity to keep like cash and securities, and Fidelity may hold same through a sub-custodian, agent or nominee if necessary or usual for it to do so in respect of like securities. Fidelity 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 ReSolve 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.

Appointing Fidelity to hold the assets of your accounts as custodian is intended to enhance the protection of your assets. However, because of the range of possible factual scenarios involving the insolvency of Fidelity, or any of its material affiliates, it is impossible to generalize about the effect of its insolvency on your account and your assets. You should assume that the bankruptcy or insolvency of Fidelity, a sub-custodian or any of their respective material affiliates, may result in the loss of all or a portion of your assets held by or through Fidelity and/or cause a delay in the payment of withdrawal proceeds. Additional risk factors include, without limitation, the risk of potential loss in the event of a breakdown in Fidelity's information technology systems or if Fidelity is involved in a material cybersecurity incident, including the unauthorized access of its information technology systems by a malicious third party, or if Fidelity or any of its representatives are involved in fraudulent acts, acts of willful misconduct or are grossly negligent. ReSolve has considered Fidelity's reputation, financial stability and ability to deliver custodial services and has concluded that Fidelity conducts its services and has developed safeguards in accordance with prudent business practices.

ReSolve is responsible for providing Fidelity with all instructions related to securities transactions to be executed for your account, ensuring that such transactions are suitable for you and for complying with all applicable KYC and "know-your-product" obligations.

### ***Fees and costs associated with your account***

For clients that enter into a Discretionary Investment Management Agreement with us, we charge a wealth management fee calculated as a percentage of the market value of your account. This fee is based on an annual percentage of your account's assets under management, and is agreed to with you at the time of account opening. This fee is set out in your Discretionary Investment Management Agreement with us. Each month you pay to us 1/12 of the wealth management fee that has been agreed upon and set out in your Discretionary Investment Management Agreement with us based on the net asset value of your investment account with us on the last day of the previous month. These fees are subject to HST and any other taxes which may be applicable in your province of residency.

As stated above, we generally use our discretionary authority over your managed account with us to invest some or all of the assets in your account in securities of the ReSolve Funds. **In this regard, we would also highlight to you that we also provide portfolio and/or investment fund manager and/or sub-advisor services to the ReSolve Funds for which we also receive a management fee of approximately 0.3% - 0.95% of the assets under management of the relevant fund. Depending on the class of security of the ReSolve Fund, we may also be entitled to a performance fee from the relevant fund in the event the fund exceeds its high-water mark during the relevant time-period; the high-water mark being the highest value that your investment fund had ever previously reached. Full details are available in the offering memorandum or prospectus, as the case may be, for the relevant ReSolve Fund and we would be glad to provide you with a copy of these documents at your request. These fees, which are in addition to the wealth management fee described above, effectively reduce the potential return on investment of the ReSolve Funds.**

ReSolve absorbs all custody and transactional charges in connection with the operation of your managed account with us, with few exceptions such as wire transfer and account transfer fees.

ReSolve will not impose any new operating charges in respect of your account or increase the amount of any existing operating charge unless written notice of the new or increased operating charge is provided to you at least 60 days before the date on which the imposition or increase becomes effective.

### **RISK FACTORS TO CONSIDER**

In the event you wish to enter into a Discretionary Investment Management Agreement with us, you should carefully consider whether our proposed investment strategy for you is appropriate in light of your experience, objectives, financial resources and other relevant circumstances. You should understand the nature of your investment strategy with us and the extent of your exposure to risk. In the event, you engage us to act as an EMD in connection with a distribution of securities to you, you should understand the potential return and the risks associated with that distribution.

Depending on the nature of your investment, the type of investment risk will vary. As noted above, risk tolerance is one of the factors that ReSolve must take into account when assessing the suitability of an investment for you. ReSolve monitors the risk of the investment portfolios of its portfolio management clients to verify that they are meeting their objectives and remain within their risk constraints.

Generally, all or a substantial portion of the assets of your account with ReSolve will be invested in one or more investment funds, including the ReSolve Funds. There are certain general risks associated with an investment in a fund, including the risks set out below. More specific risk factors are contained in the offering documents of the ReSolve Funds and the offering documents of the other funds or issuers in which the assets of your account may be invested. At your request, we would be pleased to provide you with any offering documents you may wish to review.

#### *No Assurance of Achieving Investment Objective*

There can be no assurance that a fund will achieve its investment objectives or that an investment in units of a fund will earn any positive return in the short or long term. The value of fund units may increase or decrease depending on market, economic, political, regulatory and other conditions affecting the fund's portfolio. All potential investors in a fund should understand the investment approaches and techniques that the fund's portfolio manager expects to use in the management of the fund and the particular risks associated with those approaches and techniques.

#### *Liquidity of Units*

The redemption of units of a particular fund may be generally restricted or may, under certain circumstances, be temporarily restricted or suspended. An investment in fund units is often suitable only for sophisticated investors who do not need full liquidity with respect to their investment in a fund.

#### *Reliance on the fund's portfolio manager*

A fund will be relying on the skill, judgment and expertise of its portfolio manager. The loss of key personnel of the portfolio manager could affect a fund. Unitholders of a fund generally have no right to take part in the management or in the decisions of the portfolio manager of a fund.

Fund portfolio managers are generally registered to perform such services under applicable securities laws. However, these registrations do not imply any endorsement of the portfolio manager's abilities under such registrations or its ability to generate positive results for a fund.

#### *Liquidity of Investments*

Underlying positions in a fund cannot always be liquidated at the desired price. In certain circumstances it may not be possible to initiate or liquidate a position promptly.

#### *Credit Risk*

A fund will generally be subject to credit risk with respect to any assets that it places on deposit with financial institutions or its investments in money market instruments, as the case may be.

#### *Foreign Markets/Currency*

A fund may invest in securities denominated or traded in foreign currencies. Changes in foreign exchange rates may affect the value of securities in a fund.

#### *Fees and Expenses*

Regardless of whether a fund realizes a profit, it may be obligated to pay management fees, trading costs and other expenses. Under certain circumstances, a fund may be subject to indemnification obligations payable out of its assets in respect of its portfolio manager and/or certain parties related to it.

### *Electronic Trading*

Trades for a fund may be placed using an electronic order routing system. Electronic trading, while more efficient than traditional order placement methods, exposes a fund to the risks associated with the system including the failure of hardware or software components. The result of such failure can lead to order execution problems that can result in losses. Portfolio managers typically have procedures and backups in place to mitigate the effect of any system outage. However, provided a portfolio manager has adhered to its standard of care, the portfolio manager will typically not be responsible for any losses that may be incurred due to failures of the electronic trading system or the failure of any other technology.

### *Changes in Applicable Law*

Legal, tax and regulatory changes may occur that may adversely affect a fund and its unitholders.

### *Effect of Redemptions and Termination*

A significant redemption of units by any unitholder may cause a temporary imbalance in a fund's portfolio / assets that may adversely affect the remaining unitholders. In addition, a fund may be wound up at any time. In the event of termination, a fund will typically distribute to each unitholder their pro rata interest in the assets of the applicable series of units of the fund held by such unitholders. A significant redemption of units or the termination of a fund may also create adverse tax and/or economic consequences to unitholders depending on the timing of such redemption or termination.

### ***Risks of using borrowed money to finance an investment***

ReSolve does not lend money, extend credit or provide margin to its clients. If at any time you use borrowed money to finance any part of a purchase of a security it is important to know that using borrowed money to finance the purchase of securities involves greater risk than a purchase using cash resources only. If you borrow money to purchase securities, your responsibility to repay the loan and pay interest as required by its terms remains the same even if the value of the securities purchased declines.

## **CONFLICTS OF INTEREST**

Below we describe potential conflicts of interest that may arise in the ordinary course of ReSolve's business. We seek to avoid or minimize conflicts where reasonably possible. However, some conflicts cannot be avoided and we have chosen to manage these conflicts rather than avoid them. ReSolve has policies and procedures in place to identify and respond to conflicts of interest that may arise in our business that we believe are sufficient to protect the interests of, and fulfill our obligations to, our clients.

### ***Related and connected issuers; proprietary products***

As aforementioned, ReSolve acts as the portfolio and/or investment fund manager and/or sub-advisor to the ReSolve Funds. The Firm also generally uses its discretionary authority over its managed account clients' assets to invest some or all of these assets in ReSolve Funds. **In addition to the wealth management fee clients pay directly in respect of their account with us, we also receive fees from the ReSolve Funds, namely a management fee of approximately 0.3% to 0.95% of the assets under management of the relevant fund. Depending on the class of security of the ReSolve Fund, we may also be entitled to a performance fee from the relevant fund in the event the fund exceeds its high-water mark during the relevant time-period; the high-water mark being the highest value that your investment fund had ever previously reached. Full details are available in the offering memorandum or prospectus, as the case may be, for the relevant ReSolve Fund and we would be glad to provide you with a copy of these documents at your request. These fees effectively reduce the potential return on investment of the ReSolve Funds.**

ReSolve also may act as an EMD in connection with distributions of securities, including securities of the ReSolve Funds, to individuals and institutional clients that qualify as "accredited investors" under securities laws or that otherwise qualify for an exemption from the prospectus requirement. Recommending a client subscribe for units of one or more ReSolve Funds also presents a conflict of interest even though, in these instances, ReSolve does not charge a sales commission or earn any trade-based compensation for placing units of the ReSolve Funds to its clients.

The Canadian Securities Administrators (the "CSA") have noted that in the above fact scenarios, a material conflict of interest exists between a registered firm's (such as ReSolve) incentive to distribute securities of its related or connected proprietary products (e.g., securities of the ReSolve Funds) to its clients and the firm's general obligations to its clients, including its KYC, know-your-product and suitability obligations, as well as its fair dealing duty.

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

- fail in its suitability obligations to investors because the dealer has poor product knowledge;
- fail to disclose or provide inadequate disclosure to investors about related or connected issuers in cases where there is negative information (for example, where the issuer is experiencing financial difficulty), resulting in investors taking on more risk than they could bear or more risk than they wish to bear;
- rely on related or connected issuers' product reviews and assessments to satisfy their know-your-product obligation, instead of providing a review or assessment independent of the related or connected issuer;
- be financially dependent on the related or connected issuer, creating an incentive to distribute an unsuitable product;
- inadequately disclose significant fees and charges paid to related or connected issuers, in some instances for little or no apparent services performed, resulting in investors not understanding the costs associated with their investment; and
- not monitor whether related or connected issuers are using the proceeds raised from their distributions for purposes other than those stated in their offering or marketing materials.

In addition to disclosing this conflict of interest to you and highlighting the risks that it presents, ReSolve further addresses this conflict by permitting a client's money to be invested in securities of the ReSolve Funds only following ReSolve's: (A) collection and analysis of client KYC information, and (B) suitability analysis and determination.

### ***Fairness in Allocating Investment Opportunities***

ReSolve is required to maintain standards that are directed toward ensuring fairness in the allocation of investment opportunities among its clients and affiliated entities. ReSolve may not, for example, unfairly favour trading for the ReSolve Funds over its other client accounts for which it has discretionary authority, and vice versa.

This concern is heightened when a security is unusually attractive at the time of purchase, and/or difficult to obtain, or it is unattractive, or difficult to dispose of, at the time of sale.

ReSolve and its registered representatives are responsible to ensure that the Firm's fairness policy in regards to the allocation of investment opportunities is adhered to for each of the Firm's clients that may have an interest in trading the same securities. The Firm's fairness policy provides:

"Subscriptions or orders for multiple accounts are grouped and submitted together. Each account receives its pro rata share and the same blended price of each fill wherever practicable. Partial fills are allocated equitably on a pro-rata basis across all accounts except on the rare occasion that minimum transaction charges will make this uneconomic for the client (i.e. transaction expenses are too high compared with the value of the

transaction). Brokers are asked to hold uneconomic partial fills until such time as the transaction becomes large enough to be allocated fairly amongst all relevant accounts in a cost-effective manner. Each account receives its pro rata amount, rounded to a board lot. This process is repeated until the entire position is purchased. If the broker is not able to hold the partial fill until it is economic for all accounts, then fills are allocated to those accounts for which it is economic. This applies equally to orders for initial public offerings that are only partially filled”

## **PERFORMANCE BENCHMARKS**

An investment performance benchmark is a standard or index against which the performance of your investment portfolio may be measured. Comparing your investment strategy with ReSolve to indices such as the S&P TSX index, S&P 500 Index or bond indices is difficult because:

- many of the strategies we employ have allocations that dynamically adapt to market environments whereas benchmark portfolio allocations are typically static;
- the composition of your investment portfolio reflects the investment strategy you have agreed upon, which will, to a varying extent, be different than the composition of the investment performance benchmark;
- for the comparison to be meaningful, a benchmark must replicate the portfolio you are monitoring, including its general composition and risk profile, as closely as possible;
- investment performance benchmarks do not generally include charges and other expenses.

However, you may nonetheless wish to use published investment performance benchmark information to measure the performance of your investment portfolio with us. You should contact your portfolio manager at ReSolve in the event you wish to discuss how to assess the performance of your investments with us against a performance benchmark.

## **PRIVACY POLICY**

ReSolve values the privacy of its clients’ personal information. ReSolve’s privacy policy has been enclosed as Schedule A to this document and it describes how ReSolve collects, uses and discloses personal information about its clients.

## **COMPLAINTS AND DISPUTE RESOLUTION**

ReSolve has a written complaints policy and will document and respond to each complaint made about any product or service offered by ReSolve or its representatives.

For more information in respect of how we handle complaints and your potential right to have an independent dispute resolution service made available to you at our expense, please refer to the document entitled “What to Do If You Have a Complaint” that we have enclosed as Schedule B to this document.

## **OTHER INFORMATION ABOUT YOUR RELATIONSHIP WITH US**

ReSolve encourages you to actively participate in your relationship with us by doing the following:

**Keep us up to date.** You should provide full and accurate information to ReSolve and the registered individuals acting for us. You should promptly inform us of any change to information that could reasonably result in a change to the types of investments appropriate for you, such as a change to your personal or financial circumstances, investment needs and objectives, risk tolerance or investment horizon.

**Stay informed.** You should understand the potential risks and returns on investments. You should carefully review literature provided to you by us. Where appropriate, you should consult professionals, such as a lawyer or an accountant for legal or tax advice.

**Ask questions.** You should ask questions and request information from ReSolve to resolve questions about your account, transactions or investments, or your relationship with ReSolve or a registered individual acting for us.

**Stay on top of your investments.** You should review all account documentation provided to you by ReSolve and regularly review portfolio holdings and performance.

If you have any questions about dealing with ReSolve, please do not hesitate to contact us at:

**ReSolve Asset Management Inc.**  
2000 – 1 Adelaide Street East  
Toronto, Ontario, Canada M5C 2V9  
T: 1 855 446-4170 or (416) 572-5474  
contact@investresolve.com  
www.investresolve.com

## **Schedule A - Privacy Policy**

ReSolve Asset Management Inc. (“**ReSolve**”) 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 circumstances enables us to ensure that all investment recommendations are suitable. This is both a regulatory requirement and good business. ReSolve is committed to protecting our clients’ privacy and the confidentiality of their personal information in our possession. This document 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 client’s personal information.**

We record client’s 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 client’s 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 client’s 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 client’s personal information.**

We train our employees to keep client’s personal information strictly private and confidential. We require all of our staff to sign our privacy document that obliges them to respect and protect client’s personal information. We ensure that departing staff understands they remain contractually obliged to respect the privacy of client’s personal information. We shred paper documents containing client’s 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 take privacy seriously.**

ReSolve’s Chief Compliance Officer is responsible for ensuring that ReSolve adheres to its privacy policy. The Chief Compliance 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 him 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 ReSolve’s Chief Compliance Officer.

## **Schedule B - What to Do If You Have a Complaint**

### **Filing a complaint with us:**

If you have a complaint about our services or a product, contact us at:  
2000 – 1 Adelaide Street East, Toronto, Ontario, Canada M5C 2V9, 1 855 446-4170,  
[contact@investresolve.com](mailto:contact@investresolve.com)

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

### **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.

### **We will acknowledge your complaint:**

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

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

### **Help us resolve your complaint sooner:**

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

### **We will provide our decision:**

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

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

### **If our decision is delayed:**

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

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

### **If you are not satisfied with our decision:**

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

### **If you are a Québec resident**

You may consider the free mediation service offered by the Autorité des marchés financiers (Québec).

## **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.

### **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

### **Filing a complaint with OBSI:**

#### **Contact OBSI**

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

#### **OBSI will provide its recommendations**

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

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

If you have other questions, please feel free to contact us at 1-855-446-4170 or [contact@investresolve.com](mailto:contact@investresolve.com).

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