



Client Name:	Advisor Name:
Client Name:	Advisor Name:
Client Name:	
Client Name:	

**Thank You** for engaging us to provide you Financial Advisory Services. RGF Integrated Wealth Management is committed to helping you achieve your financial and lifestyle goals through a planning-based approach. This includes providing advice and implementing your financial plan in a way that best suits your needs. We believe we can do this most successfully if we both know what to expect from each other. For this reason, we would like you to have a good understanding of the products and services we offer, the features of your account(s), how the account(s) operate(s), the terms of your relationship with RGF Integrated Wealth Management and our responsibilities to you.

From time to time, we update the Relationship Disclosure & Agreement (“RDA”) to reflect new products & services, new regulations, or other changes. You can find the most up-to-date versions of important documents related to your account, including the RDA, at [www.rgfwealth.com/our-relationship](http://www.rgfwealth.com/our-relationship). You can always visit this link, or go to [www.rgfwealth.com](http://www.rgfwealth.com), click on Client Centre and ‘Our Relationship’.

**If you later have any questions related to the contents of this Agreement, please contact your financial advisor.**

CONTENTS:

1. Financial Planning Approach
2. Your Relationship with Our Firm
3. RGF Wealth Management Ltd. (RGFWM) Accounts
4. RGFWM Client Account Agreement Terms & Conditions
5. RGF Integrated Wealth Management Ltd. (RGFIWM) Accounts
6. Standard Disclosures & Policies
7. Information Specific to You
8. Signature Section

## 1. FINANCIAL PLANNING APPROACH

A financial plan takes a snapshot of your situation and gives recommendations on how to meet your financial goals and objectives. Your financial plan or “road map” is the cornerstone of our relationship with you and is what drives our advice and recommendations. It ensures that you know what you need to do and will point you in the right direction.

If you have already engaged RGF for planning services, you may have already received a financial plan from us under a previous financial planning agreement. If this Agreement is the start of your relationship with our firm, we will provide you with a written plan to guide you in achieving your objectives.

The following Financial Advisory Services may be addressed in your financial plan:

- **Investment Planning** – We will analyze your existing investments and recommend ways your portfolio can be structured to best meet your needs. If you implement your plan with us, we will develop a personalized Investment Policy Statement (IPS) that identifies your unique goals and objectives along with your personal risk.
- **Retirement Planning** – We will analyze your retirement income goals and make recommendations with respect to specific strategies and possibly arrange financial products on your behalf in order to implement this strategy.
- **Education Planning** – We will analyze your objectives for education funding, identify a suitable strategy and possibly arrange financial products on your behalf in order to implement this strategy.
- **Needs in the Event of Death and Estate Planning** – We will review your objectives for the desired amount of your estate and the final distribution of your assets at death. We shall recommend strategies and possibly implement financial products on your behalf in order to help you attain your objectives.
- **Needs in the Event of Your Sickness, Illness or an Accident** – We will recommend strategies to mitigate these risks and possibly implement financial products on your behalf in order to implement this strategy.
- **Other Items of Importance to You** (for example: *debt management, charitable giving, etc.*)

### ACCURACY OF INFORMATION

We will prepare projections, advice, and recommendations based on the information that you have provided to us.

You acknowledge that these will be projections that are based on reasonable assumptions and that actual results can, and will, vary.

### PROVIDING YOU WITH ONGOING SERVICE AND ADVICE

Financial planning is an ongoing process that requires implementation, ongoing monitoring and regular review. In order for you to achieve the objectives outlined in this Agreement, it is important that the advice and recommendations be implemented. It is also important for us to meet on a regular basis to review the strategies and financial products we have put in place and to make modifications, where appropriate.

### MY RESPONSIBILITIES, AS YOUR ADVISOR, ARE TO:

- Tell you what information is required to complete the work that you are asking us to undertake on your behalf, and to provide you with ongoing service.
- Periodically review your financial affairs and personal circumstances and provide professional advice in the areas covered by this Agreement.
- Exercise reasonable professional judgment and act in your best interest at all times.
- Provide you with information about suitable financial products and services that may be of interest to you.

### YOUR ROLE, AS A CLIENT IN THE ADVISORY PROCESS IS TO:

- Provide us with the information required to complete the work identified in this Agreement.
- Keep us apprised of any relevant information concerning your personal financial affairs or changes in your personal circumstances that may have an impact on your plan (e.g., a change to income, investment objectives, risk tolerance, time horizon or net worth).
- Give full consideration to the recommendations we make and proceed with those items when you are comfortable in doing so. If you are not happy with any recommendation, you should ask for additional or alternative strategies to consider.
- Complete and return required applications, forms, and documentation in a timely fashion.
- Understand the potential risks and returns on investments, and carefully review sales literature provided by the firm. Where appropriate, consult professionals, such as a lawyer or an accountant, for legal or tax advice.
- Ask questions and request information from us to resolve questions about your account, transactions, investments, your relationship with us, or a registered individual acting for our firm.
- Review all account documentation provided by us and regularly review portfolio holdings.

## 2. YOUR RELATIONSHIP WITH OUR FIRM

### RGF INTEGRATED WEALTH MANAGEMENT (RGF)

For administrative reasons RGF is made up of two separate companies: RGF Integrated Wealth Management Ltd. ("RGFIWM") and its wholly owned subsidiary, RGF Wealth Management Ltd. ("RGFWM"). As a client of RGF, you may be a client of RGFIWM, RGFWM or both, depending upon the investments or other financial instruments selected to meet your objectives. You may enter into additional agreements with one or both RGF companies. RGFIWM and RGFWM are located in the same physical office.

For the purposes of this Agreement, RGF will collectively refer to RGFIWM, RGFWM, your advisor's financial service corporation and the staff of these firms.

Investments governed by securities legislation such as mutual funds, stocks, bonds, linked notes, alternative products and some Guaranteed Investment Certificates, are distributed through RGFWM and RGFWM is responsible for these products. RGFWM is a regulated investment dealer member of the Canadian Investment Regulatory Organization ("CIRO").

Insurance and investments exempt from securities legislation such as segregated funds and annuities and some Guaranteed Investment Certificates, are distributed through RGFIWM and RGFIWM is responsible for these products.

Your RGF Financial Advisor as an insurance broker may carry on his or her advisory business as a proprietorship or as an incorporated financial services company under RGFIWM.

RGF is contracted/authorized by various financial institutions to distribute their financial products. Neither these institutions, nor RGF, nor your financial advisor require, as a condition of any individual transaction, that you transact additional business with them.

### LICENSING

In order to implement your financial plan, appropriate licensing is required. Your advisor is licensed and registered in the province of British Columbia, and additional jurisdictions if applicable, as disclosed to you later in this Agreement.

### ENGAGEMENT FOR ADDITIONAL SERVICES

This Agreement covers the specific services identified herein. You may engage us to provide additional services to you, in which case an amendment to this Agreement will be completed.

### 3. RGF WEALTH MANAGEMENT LTD. (RGFWM) ACCOUNTS

#### SERVICES AND PRODUCTS OFFERED

##### Account Types and How They Operate:

- **Managed Accounts:** Your advisor independently exercises his or her authority (uses his or her discretion) to make investment decisions within the framework of your overall directions. He or she makes no recommendations to you, and you make no decisions, as he or she invests on your behalf. Your stated investment objectives, risk tolerance and other personal considerations determine the parameters within which your account manager may trade in your account. Only financial advisors who are also qualified Portfolio Managers or Associate Portfolio Managers may recommend this account type.
- **Advisory Accounts:** Your advisor is responsible for providing suitable and unbiased investment recommendations to you that meet the standard of care expected of a trained investment professional based on the Know Your Client (“KYC”) information that you provide to us. You, or your authorized representatives, direct all trading and are responsible for all investment decisions in your account. RGF has three types of advisory accounts:
  - **Fee-Only**
  - **Fee & Trailer**
  - **Commission**

##### Investment products:

- Cash and cash equivalents
- Guaranteed Investment Certificates
- Fixed income or debt securities
- Equities, including warrants and exchange-traded funds
- Investment funds, such as mutual funds
- Alternative investments, such as hedge funds

Certain investment products may have limitations on your ability to liquidate or resell a security:

- GICs must be held until the end of the term unless a GIC is cashable.
- The issuer of mutual funds may limit redemption in unusual circumstances.
- Alternative investments may have long hold periods and predetermined maximum amounts and dates for redemptions.

Other limits on investment products within our firm include:

- Deferred sales charges and low load mutual funds will be made available only by compliance approved exceptions, such as for transferred-in proprietary product where a client will incur a DSC charge at the transferring firm.

- Liquid alternative mutual funds are available from financial advisors who have completed a specific required course.

Your advisor can explain these investment accounts and products to you, as well as how they work, their risks and possible returns (if applicable), and whether they are appropriate for you.

#### DOCUMENTATION

##### Documents Provided at Account Opening

###### Required:

- Client Account Agreement
- RGFWM Client Account Agreement Terms & Conditions (see Section 4 of this Agreement)
- RGFWM Account Administration & Service Charges
- CIRO – Opening an Investment Account
- CIRO – How CIRO Protects Investors
- CIRO – How to Make a Complaint
- CIPF – Canadian Investors Protection Fund
- OBSI – We’re Here to Help

###### If applicable:

- Managed Account Agreement
- Fee-Only Account Agreement
- Fee & Trailer Account Agreement
- Fee for Service Agreement
- Registered Account Application(s)

##### Client Account Agreement:

For all clients, the Client Account Agreement contains KYC information about your financial circumstances and investment knowledge. For Advised accounts your objectives, risk tolerance, investment time horizon and other personal preferences are included in your Client Account Agreement. For Managed accounts, these items are documented in your household’s Managed Account Investment Policy Statement. You will be provided with a copy of the KYC information that we receive from you at the time of account opening and when there are significant changes to the information.

##### Confirmations:

For Advised accounts, you will receive a written confirmation directly from our carrying dealer, Raymond James Correspondent Services (“RJCS”), regarding the details of every purchase, sale, transfer, or other relevant transaction. Confirmations are mailed or electronically delivered no later than 2 business days after the transaction date. Please review your confirmation carefully as soon as you receive it.

##### Securities Account Statements:

You will receive account statements directly from RJCS for months with transaction activity, or at a minimum quarterly. Your account statement confirms all account activity, including purchases and sales of securities, contributions and

withdrawals, dividends, interest earned and paid, transfers, and any other transactions that occurred in your account since the previous reporting period. **Note:** These statements also list your current holdings and the net value of your portfolio as if you had closed all positions as of the date on the statement. The value of most securities you hold is calculated daily. In the case of securities that have ceased trading, where the company is bankrupt, in the instance of thinly traded securities and of Canadian Controlled Private Corporations (“CCPCs”), security valuation may be less frequent, or upon client request, and at client expense.

### **Performance Report**

An annual performance report will be sent to you in January showing you how the investments in your account have performed. If your account was opened prior to January 1, 2016, the inception date will show as January 1, 2016; otherwise, your inception date is the date of your account’s first transaction.

### **Charges and Compensation Report**

This report will be sent to you on an annual basis in January. It will summarize the charges paid by you, and compensation received directly from you, or indirectly from third parties associated with the services we provide in the operation of your account and for the transactions we execute for you.

### **Performance:**

Your advisor may provide performance rate of return information to you using the Internal Rate of Return (IRR) methodology.

Managed Accounts will receive quarterly portfolio reports.

### **Tax Slips/Reports:**

Tax receipts produced by RJCS, will be:

- Sent to the primary mailing address on record for taxable accounts; or
- Posted online if you have elected for paperless delivery through the secure client access website.

Likewise, all tax receipts for registered plan accounts, with the exception of RESP accounts, will be sent in this manner. Income receipts for RESPs are sent to the beneficiaries directly.

All applicable tax disclosures are sent to the Canada Revenue Agency, Revenue Quebec, and Saskatchewan Energy and Resources. In certain circumstances we may be required to provide reports to the Internal Revenue Service. If you are registered for the secure client access website, all tax receipts are posted online.

### **Benchmarks:**

Comparing your portfolio’s performance to an appropriate benchmark may be useful for monitoring purposes. Benchmark comparisons may help you determine if your investment

approach is delivering the desired results over time, or whether changes might be called for. Investment benchmarks may also be helpful for developing realistic expectations about returns your portfolio may generate over the long term.

Investment benchmarks usually provide a broad measure of the return generated by specific asset classes over a given period. For a portfolio composed of securities from several different asset classes, an appropriate benchmark may be a blend of indices weighted according to the portfolio’s asset mix.

Benchmarks may represent “nominal” or “real” rates of return. A nominal rate of return is the actual compound annual return. A real rate of return is the difference between the nominal rate and the inflation rate. For example, if the inflation rate is assumed to be 3%, a 7% nominal rate of return will net a 4% real rate of return.

RGF uses two different styles of benchmarks:

- Composite benchmarks, which combine two or more standard industry benchmarks to obtain a blended rate
- ‘FTSE +’ benchmarks, which begin with the standard FTSE TMX Canada 91 Day T-bill rate as a base, and add a notional rate to represent the performance of a variety of portfolio objectives

Benchmark reporting is provided to our clients on the following basis:

- Managed accounts receive benchmark reporting quarterly
- Advised accounts receive benchmark reporting annually, or upon request

If you receive reporting which includes a benchmark comparison, the benchmark selected for your report will depend on your stated portfolio objectives.

## **HOW WE ARE PAID**

Your relationship with our firm may commence with a planning fee. On an ongoing basis, for implementation, or for continued service, the fee structure may vary. This is dependent on the accounts and services implemented, as well as your personal preferences. The fee structure may be made up of one or more of asset-based fees or commissions paid by you, asset-based fees or commissions paid by the investment or financial product supplier, referral fees, or fee-for-service billing. Administrative charges will apply per RGFWM's standard Account Administration & Service Charges schedule. Your advisor may also be entitled to other non-monetary benefits from financial suppliers from time to time.

Accounts are grouped together into 'households'. Households include, at a minimum, the individual, joint and corporate accounts owned by you and your spouse. For households with multiple compensation methods, accounts are grouped by compensation method for the purposes of fee calculation and for the purposes of asset tiering.

The compensation method(s) applicable to your accounts is/are noted later in this Agreement.

- **Fee-For-Service:** Depending upon the scope of work that will be undertaken on your behalf, there may be an initial or ongoing Financial Planning and Implementation Fee. You will be provided with a separate Fee for Service Agreement outlining the arrangement, if applicable.
- **Managed Accounts:** We charge a fee monthly against your Managed accounts. The fee is calculated based on the total value of the assets held in your household's Managed accounts, and charged at the rate outlined on your Managed Account Agreement. Managed accounts are charged an additional fee to cover operating and custody costs. The Managed Account Agreement provides the details of these charges and other considerations for your Managed accounts.
- **Advised Fee-Only Accounts:** We charge a fee that will be applied either monthly or quarterly to your Advised Fee-Only accounts. The fee is calculated based on the total value of the assets held in your household's Advised Fee-Only accounts, and charged at the rate outlined on your Advised Fee Schedule. A separate Advised Fee-Only Account Agreement, along with the Fee Schedule, provide the details of the fees and other considerations for your Advised Fee-Only accounts.
- **Advised Fee & Trailer Accounts:** We charge a fee that will be applied monthly to your Advised Fee & Trailer accounts. The fee is calculated based on the total value of billable assets held in your household's Advised Fee & Trailer accounts, and charged at the rate outlined on your Advised Fee Schedule. Non F-Class Mutual Funds and other trailer paying assets are considered non-billable assets and are excluded from the market value for fee calculation purposes. A trailer commission will be paid to the firm on the other assets in the account. A separate Advised Fee & Trailer Account Agreement, along with the Fee Schedule, provide the details of the fees and other

considerations for your Advised Fee & Trailer accounts.

- **Advised Commission Accounts:**
  - **Trading Commissions:** Your advisor may charge a commission for each equity or debt trade made for you, based on a percentage of the value of the securities being purchased or sold.
    - Equity commissions will be a maximum of the greater of \$75 or 2% of the trade value for each equity trade.
    - For Bonds with a maturity of up to 4 years, commissions of 0.25-0.5% of the principal value of the bond per year (to a maximum of 2.0%) are standard. Commissions of 1.0-3.0% are standard on securities over 4 years. Bond commissions may vary depending on the specifics of the transaction.
  - **Embedded Commissions:** The security issuer pays the firm a commission based on a percentage of the face value of the securities purchased. Securities in this category include GICs, some mutual funds (see mutual funds below) and some new issues.
  - **Mutual Funds – Commissions, Trailers, and Load Fees:**
    - Front-End Load ("FE") funds are sold with an up-front commission charged to you. RGFWM may charge up to a maximum of 2% of the value of the FE trade, although higher fees are permitted in the prospectus. The percentage is discussed with you in advance. Trailer commissions on FE funds are 1%.
    - Trailers paid on No Load ("NL") funds are typically 0.5-1%.
    - Deferred Sales Charge ("DSC") and Low Load ("LL") fund fees are charged to investors when they redeem, or sell back, their units of a mutual fund. A commission is paid by the fund company to the advisor, through RGFWM, at the time of purchase and is not deducted from the money being invested or included in the investment fund expense described below.
      - Generally, the redemption schedule for a DSC funds starts at 5-6% in the early years, and declines to 0% after 7 years (maturity). The typical commission for a DSC fund is 4-5%. The trailer is generally 0.5-1%.
      - The redemption schedule for a LL fund generally starts at 3%, and declines to 0% after 3 years (maturity). The typical commission for a LL fund is 2-3%. Generally, the trailer for LL funds is 0.5%-1%.
      - DSC and LL redemption fees are deducted from money being redeemed prior to maturity. The amount of the DSC or LL charge and the terms of the redemption schedule will be fully disclosed to you.
- **Referral Fees:** Remuneration may be received by, or paid to, a third party (individual or firm) as compensation for the referral of your business from or to that third party. If your relationship with RGFWM results in the payment or receipt of referral fees, details of this referral will be provided to you in a separate document.

- **Administration Fees:** We may charge fees for account administration and operations, including the administration of Advised registered accounts, processing transfers out, wire transfers, returned payments (NSF), etc. (*please refer to the RGFWM Account Administration & Service Charges schedule*).

If other RGFWM fees, charges or methods of advisor compensation apply to your account, they will be clearly documented and discussed with you in advance. 60 days' notice will be given for fee increases.

## OTHER COSTS AND CHARGES & THE IMPACT OF COSTS

We have summarized in the HOW WE ARE PAID section above the types of fees and expenses that are directly paid by you to the firm.

The fees and costs you pay to the firm reduce the investment return you receive on your investments.

If you hold certain types of investments in your portfolio, you will also indirectly incur Investment Fund Expenses. The managers of mutual funds, exchange traded funds, and some other investments structured as funds usually charge fees and expenses against the fund. The expenses include investment management fees, operating and administrative expenses such as legal and accounting costs, custody fees, interest, and taxes paid by the fund, and if applicable, may include the trailing commissions paid to the firm. In mutual funds, these expenses are commonly referred to as Management Expense Ratios ("MER") and are expressed as a percentage of the assets of the fund. Funds that invest in equities may have additional portfolio transaction costs such as brokerage commissions and related taxes. In mutual funds these expenses are referred to as Trading Expense Ratios.

Investment fund expenses are deducted from the returns of the fund; they will affect your returns on the specific investment. When you receive information about the value of the investment and returns, the investment fund expenses have already been taken into consideration.

Some investments may have short term trading fees applicable to buying and selling within 60 days. Many mutual funds charge these fees. These costs will reduce the return you receive on your investment.

## SUITABILITY OF INVESTMENTS

Before your advisor or portfolio manager purchases, sells, withdraws, or exchanges securities for your accounts, takes any other investment actions, makes a recommendation, or exercises discretion to take any such action, they will determine that the action is suitable for your accounts in accordance with the following factors listed below, and that the action puts your interests first.

Factors that will be considered in the suitability determination include:

- Your "Know Your Client" ("KYC") information as outlined below

- Impact of the action on your account, including concentration of securities and liquidity of those securities
- The potential and actual impact of costs on your returns
- Consideration of a reasonable range of alternative actions available at the time the suitability determination is made

**Know Your Client Information:** Our reliance on your KYC information is why keeping KYC data accurate is very important. We know many people are concerned about sharing some of this information, however, without all relevant details, we may determine that a trade is not suitable for you in the context of your overall portfolio.

The KYC factors that guide us in our decision as to an investment's suitability include what we understand to be your current:

1. **Personal Circumstances:** Personal information (family, employment), legal entity details for non-individual clients such as corporations/trusts (owners, beneficiaries).
2. **Financial Circumstances:** What financial assets (deposits, investments) and liabilities (debt, mortgage) you have and the sources and amount of your income, any liquidity needs (immediate or short-term access to funds), and any use of debt to finance the purchase of securities. We will consider strategies and/or the size of any transaction compared to the overall value of your net financial assets (assets minus liabilities).
3. **Investment Knowledge:** Whether you consider yourself, or we understand you to be, a novice at investing, have some knowledge, or feel you understand some of the new, more complex financial products.
4. **Investment Needs and Objectives:** What you tell us are your specific financial goals; this will help us determine how to balance the desire to keep your money safe (not lose principal), earn income, and increase your capital through growth in the market value of your holdings/account.
5. **Time Horizon:** When you expect to need your financial assets, for example, to buy a house, pay for education or fund your retirement.
6. **Risk Profile:** Your risk profile is composed of two aspects which, taken together, indicate what level of market risk is appropriate for you:
  - **Risk Tolerance:** Whether, even if you have many years to earn and save, you feel comfortable with the possibility of losing money in some years.
  - **Risk Capacity:** What your ability is to absorb market declines.

Our understanding of your profile is critical. Some of the above factors are relatively easily answered with a "yes," "no" or number, however, some are more complex – in particular, risk tolerance and risk capacity.

The combination of these factors that make up your profile will help us suggest the allocation of your holdings between, for example:

- Registered (tax-advantaged) and non-registered accounts,
- Debt, equity, mutual fund and other instruments,
- Canadian and foreign investments,
- Whether to borrow to invest rather than paying in cash only,
- Terms of specific instruments, and
- The riskiness of both individual securities and the combination of securities in your portfolio.

#### **Suitability process:**

This section provides a summary of our procedures to help you understand how we use the information you provide to us in making investment recommendations to you.

**Managed Accounts:** Suitability review is conducted at a household level for accounts administered under the Managed account program in accordance with your KYC information and Investment Policy Statement ("IPS").

**Advised Accounts:** Suitability review is conducted at the account level in accordance with your KYC information.

We use a multi-step approach to determine if an investment is suitable for you.

1. Based on discussions with you and your answers gathered during the KYC process, we determine whether you are a risk-averse client, somewhat risk-tolerant or have high risk tolerance. We also consider your risk capacity to withstand market losses. For example, you may have high risk tolerance but for the account holding money for a home purchase within a year or two, you cannot withstand market risk.
2. We rate investments as low, medium or high risk. For example, a GIC is low risk, whereas stock in a small company or in a developing country is very high risk.
3. We review how the purchase or sale of particular securities affects the holdings in your overall accounts in terms of allocation between debt, equity and other classes, the riskiness of the assets held, the concentration of securities in your accounts and the liquidity of the securities. We also review the diversification of your investments overall to reduce risk by allocating investments among various financial instruments.
4. We consider other relevant factors, for example:
  - If you are risk-averse but have a reasonable amount of financial assets, and you want to invest a small

amount of your overall account in a new issue of a start-up company run by someone you know and whose business acumen you respect. We would tell you that, while the specific investment is not suitable for you, it might be acceptable if you can "afford" to lose some money, even that entire investment. An investment that is small in proportion to the total portfolio is not unsuitable.

- If you want predominantly socially responsible investments, or at least to avoid investment in firms whose products are alcohol, tobacco, pornography, gambling, guns, and chemical, biological or nuclear weapons.
- If we receive an instruction from you that is not consistent with what your profile suggests, we will advise you against proceeding with the order and suggest an alternative action that would be consistent. If you wish to proceed, we will need written confirmation. Depending on the materiality of the order, and if the reason for proceeding is revised KYC information such as revised objectives or risk tolerance, we may request a signed update to applicable documents.

#### **Suitability review timing:**

***In addition to when individual transactions are done in your account to ensure that the positions held in your accounts are suitable for you as time passes, we will also review the suitability of the investments in your accounts:***

1. When securities are received into or delivered out your accounts by way of a deposit, withdrawal or transfer
2. When there is a change in a security in your account(s) that could result in your portfolio no longer being suitable
3. For Managed accounts, on an annual basis
4. For Advised accounts, on a triennial basis
5. When the advisor or portfolio manager responsible for the account changes.

Unless specifically arranged with your advisor, your accounts will not be assessed for suitability in other circumstances, such as during periods of significant market fluctuations.

***During the suitability determination we may identify concerns in your account. We will make changes in your Managed accounts. Issues found in your Advised accounts will be discussed with you and we may recommend changes to your account.***

## 4. RGFWM CLIENT ACCOUNT AGREEMENT TERMS AND CONDITIONS

RGF Wealth Management Ltd. ("RGFWM") (the "introducing broker") is the introducing broker for your account, and Raymond James Ltd., acting through its division Raymond James Correspondent Services ("carrying broker") is the carrying broker for your account.

You ("you", including you as a co-applicant if it is a joint account) appoint the introducing broker and the carrying broker (individually a "broker" and collectively "we", "us" or "our") as your agents to execute securities transactions on your behalf. We will act as described in this agreement and in the introducing and carrying broker disclosure in your client account application. You understand that the carrying broker and the introducing broker fulfill different obligations with respect to your account. You authorize the introducing broker to act as introducing broker, and you authorize the carrying broker to act in a limited capacity as carrying broker, for your account.

In consideration of the introducing broker and the carrying broker opening or continuing your account, you and we agree that all transactions in your account between you and us will be subject to the terms and conditions that follow. This agreement applies to all transactions in your account, no matter when it was opened.

### PART I: TERMS AND CONDITIONS FOR ALL ACCOUNT HOLDERS

**The following paragraphs define terms used in this agreement and explain which laws apply to it.**

#### 1. Definitions of these words when used:

"account" or "accounts" means all present, future and previous accounts with us including accounts that are closed and later reopened or accounts that are renumbered;

"administrative fee(s)" means fees related to the administration of your account, including, but not limited to, fees for account transfers, dishonoured cheques or stop payments, electronic fund transfers and wire transfers, registered plan account trustee and administrator fees, interest or financing charges and foreign currency conversion spreads;

"agreement" means these *client account agreement terms and conditions*, the Relationship Disclosure and Agreement ("RDA"), your client account application. In this agreement, all words implying the singular number include the plural and vice-versa;

"collateral" means property used to secure any money you owe us, whether your "debt" is conditional or unconditional, and includes all present and future credit balances, securities, contracts relating to securities and other property held or carried through your account for any purpose, including any property in which you have an interest at any time, your property we hold for safekeeping, dividends, or other income or proceeds derived from any of the above;

"hypothec" means a security interest or charge on your property or securities that allows us to enforce payment of a debt you owe us under the laws of Quebec;

"jointly and severally" means "solidarily" in Quebec;

"margin" buying refers to the purchase of securities with cash borrowed from us, using other securities as collateral (or margin) for the loan or margin facility;

"margin account" means an account with a margin facility to which Part III additional terms of this agreement applies;

"margin facility" means a loan or credit facility provided to you as borrower by us as lender dealt with in Part III of this agreement;

"securities" means all things generally called securities, including, without limitation, investment property, shares, share certificates, installment receipts, deposit receipts, securities entitlements, financial assets, securities accounts, portfolio accounts, futures accounts, bonds, debentures, notes, options, warrants, rights, and any other securities or financial instruments and legal rights of any kind, and all property customarily dealt in by brokers.

#### 2. Law that applies to this agreement:

This agreement and every transaction carried out for your account are subject exclusively to the laws of the province of Canada where the branch of the introducing broker where you maintain your account is located

They are also subject to the constitution, by-laws, rules, regulations, customs and usages (together, "governing rules") of the exchange (and its clearing corporation, if any) where a transaction is executed.

If a transaction is not executed on an exchange, this agreement is subject to the governing rules of the Canadian Investment Regulatory Organization ("CIRO") or any market associations of brokers or dealers to which we belong.

If any statute, regulation, or governing rule invalidates any part of this agreement, that part of the agreement will be amended or superseded to comply with the statute, regulation, or governing rule.

#### 3. Jurisdiction over disputes:

Any dispute between you and us over this agreement will be within the exclusive jurisdiction of the courts of the province where the branch you maintain your account at is located.

**The following paragraphs contain information about the execution of orders and the delivery of securities.**

**4. Refusing to take orders without liability to you:**

We have the right, in our sole discretion, to refuse to accept buy or sale instructions from you or your agent whenever we consider it necessary for our protection or otherwise.

You waive all claims against us for any loss or damage arising from or related to such refusal.

**5. How we deal with accepted orders:**

All orders that we accept are valid until either executed or cancelled on the day of entry, unless you specify a longer time.

All orders that we accept are binding on you from the moment of execution.

You must settle a transaction on the settlement date even if you have not received a trade confirmation.

In purchasing or selling any securities for your account, we can execute orders either for your account alone, as part of larger transactions involving other clients, or by purchasing from or selling to another of our principals, in any way we decide.

**6. Requirement to deliver securities:**

When you give us instructions to sell securities, you warrant that you actually hold those securities, unless you tell us otherwise when you enter the order.

You must always deliver the securities you ask us to sell for you. You represent and warrant that it is a long sale unless specified otherwise at the time the order is entered.

If you do not immediately deliver the securities to us in proper form, then we may buy or borrow any securities necessary to deliver them for you, without notice to you. You must pay us all losses or expenses resulting from us borrowing or purchasing the securities, delivering them late, or being unable to borrow or purchase the securities.

**7. Share certificates:**

We are not obligated to deliver the same certificates, securities or other assets that are deposited with us or that we receive for your account. We may deliver certificates, securities or other assets of an equivalent amount and of the same nature and kind.

**The following paragraphs contain information about the fees you pay us that we receive from third parties.**

**8. Our commission and other fees:**

You must pay our commission, administrative fees and other transaction charges, if any, for all purchases and sales of securities in your account at the rates we establish from time to time, or as you and we otherwise agree. We will deduct from your account all commissions, administrative fees and transaction charges applicable to your account. You authorize us, in our sole discretion, to sell or dispose of sufficient securities in your account(s) to pay any outstanding administrative fees or other charges owing to us and to deduct any and all of the fees when due to us from your account(s). We will not withdraw fees owing to us on non-registered accounts from registered plan accounts.

We may earn revenue in addition to commission or fees, from the following sources: currency conversion charges on certain trades and mutual fund transactions, fees paid by issuers and others in connection with corporate actions and new issues, the sale of fixed income products and trailer fees paid by mutual fund companies. Additional commissions may be charged above those disclosed in a mutual fund prospectus or fund facts document.

For transactions involving fixed income securities, we may earn remuneration which is added to the price you pay in the case of a purchase and is deducted from the price you receive in the case of a sale.

**The following paragraphs contain information about your and our rights and your responsibilities if you are indebted to us and our ability to deal with your securities.**

**9. Indebtedness to us:**

You must promptly pay us, on demand, any money you owe us arising from transactions we have carried out for your account and any debit balance on any account you have guaranteed (together, "indebtedness" or "debt").

You agree to reimburse us for any losses or charges we incur in connection with any cheques provided in relation to your account.

You must always secure your debt to us in any way we require.

Your debt will bear interest at rates we establish from time to time for our customers generally. We do not need to notify you of any changes in those rates.

**10. Use of free credit balances:**

We do not need to segregate or hold any credit balances in your account separately. We may commingle them with our general funds or deposit them in trust and use them for the general purposes of our business, or our affiliates' business, including for the purpose of earning an interest rate spread.

A credit balance will be considered to be an item in a debtor-and-creditor account between you and us and need not be segregated and may be used by us in the ordinary course of our business. You will rely only on our liability in respect of the credit balance, and our relationship with respect to such cash held is one of debtor and creditor only. Alternatively, if deposited in a trust, you will be identified as a beneficiary of that trust.

#### 11. Pledge, lien and continuing security:

You pledge and grant to us a security interest in all present or future securities and credit balances that we hold (or that the carrying broker carries) for your accounts, including securities in our safekeeping, as a continuing security for the debt you owe us now or in future, whether individual or joint, including any liability arising due to any guarantee by you of any other person.

You authorize us to sell, buy, transfer, pledge, or re-pledge those securities, without notice or advertisement to pay your indebtedness to us.

If you have more than one account with us (including joint accounts), we may at any time, without notice, transfer the debit or credit balance in one account to another account, in money or securities, and adjust the balances in those accounts as we, in our sole discretion, consider appropriate.

We may keep any securities we hold for your account at any of the places where we have an office, unless you instruct us otherwise in writing. Any reference to your account in this section shall include any account at the carrying broker in which you have an interest, whether jointly or otherwise.

Sections 11(a) and (b) below create rights in our favour which are in addition to our other rights or security held by us. We may exercise our rights separately, in combination, consecutively or concurrently. If any part of the collateral is located in any jurisdiction other than the jurisdiction governing this agreement, these sub- paragraphs are intended to create a valid general lien or security according to the laws of that other jurisdiction:

- a) We have a security interest in all of your collateral, except securities held in a registered plan. You consent to us having control of the collateral and your accounts for this purpose.

Regardless of any other agreements relating to the collateral, our jurisdiction is British Columbia for purposes of the *Securities Transfer Act* (BC) or similar legislation in other relevant jurisdictions.

- b) *Additional provisions applicable to accounts opened in Quebec:* For accounts open in Quebec, on each delivery, you grant us a hypothec of one million dollars, plus interest at the rate described in your monthly or quarterly account statements, on all collateral, as security for all of your indebtedness and obligations, present or future, mature or contingent, up to a maximum of one million dollars. This amount may differ under a written agreement between you

and us which has been approved by our authorized signatories.

Despite this section 11(b), we are not obligated to grant you credit in any amount. This means that the collateral is a security for any or all of your indebtedness and obligations to us, present or future, mature or contingent.

We and our nominees have full and exclusive ownership rights over the collateral and may perform all acts of ownership with respect to it. The collateral must be registered under our name. You may not modify or instruct anyone to modify the collateral without our consent or the consent of our nominees.

This section 11(b) does not apply to collateral held in a registered plan. It is in addition to and does not operate as a substituted contract or novation with respect to any other security or charge we hold with respect to such collateral.

#### 12. Debt repayment:

Whenever we, in our sole discretion consider it necessary to pay outstanding fees or protect our interests (because we hold insufficient collateral or otherwise), we may do any of the following:

- a) sell any securities held or carried for your account (either individually or jointly with others).
- b) buy any securities necessary to cover a sale of securities that you do not hold (a "short sale") for your account.
- c) cancel any outstanding order.

We may take these actions without giving you prior notice, tender, demand or call. We may buy or sell securities on any exchange or other market or by public or private purchase or sale, on the terms and in the manner we decide. If we advertise or give you notice or demand when we take these actions, it will not constitute a waiver of our right to take any other action authorized under this agreement without advertisement, notice or demand.

We will apply the net proceeds of any sale of your collateral against your indebtedness to us in the following order:

- a) pay our costs and expenses related to the sale;
- b) repay your debt to us; and
- c) transfer any remaining balance to your account.

You will still be obligated to pay any remaining deficiency.

### 13. Use of pledged securities and lending:

Whenever you owe us money, or have a short position with us, all securities we hold (or the carrying broker carries in your account), or that are deposited to secure the debt, may at any time and without notice to you be carried in our general loans.

We may pledge, re-pledge, hypothecate, re- hypothecate or loan those securities, either to ourselves as brokers or to others, separately or together with other securities, whether for more or less than the amount you owe. We do not need to keep in our possession or control a similar amount of similar securities for delivery.

We may, without notice to you, lend or use securities in your account, either separately or together with other securities, to make delivery against a sale, even if the sale is for the account of another one of our customers.

**The following paragraphs contain information about account statements and other notices we will send you and your obligation to advise us of any errors.**

### 14. Statements, confirmations and notices:

We will send you confirmations, statements, notices, and other communications electronically, by fax, or by mail at the most recent electronic address, fax number, or mailing address you have given us. If you have requested paperless statements for viewing on our website, you will receive monthly electronic notices when your statement is ready to view online. It is your responsibility to access and review them. After we send these notices or statements to you, we will treat them as having been received and reviewed by you.

We will treat every transaction referred to in any confirmation, statement, notice, or other communication we provide you to be authorized, correct and confirmed by you, unless you tell us otherwise in writing within 30 days of the date of our communication.

In certain instances, the current market value of a security held in your account is not available and/or no market exists for the security. In such instances, your account statements will show the market value of the security based on either the last available market value/net asset value for the security, the book value for the security, or zero. In such instances, the market values may not reflect the current value of the security. All market prices and book values shown on your account statements are obtained from sources that we believe to be reliable but we do not guarantee their accuracy.

**The following paragraphs contain information about foreign exchange transactions.**

### 15. Foreign exchange transactions and currency conversions:

We may perform foreign currency transactions when you ask us directly or indirectly. An example of an indirect request is when you request a trade in securities denominated in a currency other than the currency of your account or you have received certain corporate entitlements (including dividends, interest etc.) from an issuer of securities denominated in a currency other than the currency in your account. ("foreign trade"). For registered plan accounts held in Canadian dollar denominated accounts, we will always convert purchases and sales of foreign securities for a registered plan account to Canadian currency. We may, at our discretion, reject a foreign currency transaction request.

In performing foreign currency transactions we may act as agent or principal. The rate that appears on your trade confirmation or account statement includes an amount that is the difference between the buying and selling price of the currency ("spread") that we earn as revenue for performing this service in addition to any commissions or fees related to the foreign trade for your account. The foreign currency conversion rate and our spread will depend on market fluctuations as well as the amount, date and type of the foreign currency transaction.

We convert foreign currencies into Canadian dollars and U.S. dollars on the day we carry out your transaction unless otherwise agreed.

**The following paragraphs contain representations by you about your involvement with other investment dealers and other matters.**

### 16. Representations about client information:

If you are an individual, you represent to us that you are of legal age and that you are not a partner, director, officer, or employee of any other member firm or any exchange, or of any non-member broker or investment dealer, unless you have disclosed it on your application form. You confirm that you have advised us of any trading restrictions that apply to you and to any of your accounts. If we agree in writing, we will invest your accounts in accordance with those restrictions.

You will notify us immediately of any change to your personal or financial circumstances, any information in any account opening documentation (including changes in your objectives), and any trading restrictions or changes in trading restrictions that apply to you. You will also notify us immediately if you become a partner, director, officer or employee of a member firm or any exchange, or any non-member broker or investment dealer.

You acknowledge that changes in information provided may result in changes to your investment objectives or investment policies.

You understand and accept that we rely on the financial and other personal information you provide us in your account application form and updates, including in any risk tolerance questionnaire, to carry out our Know Your Client and other regulatory obligations.

If you are a married woman, you represent that you were married after 1970 under the regime of separation as to property under the laws of Quebec. Otherwise, your husband must co-sign this agreement and any applicable account forms with you.

**The following paragraphs contain information about how we handle your personal information and protect your privacy.**

#### 17. Personal information and credit checks:

You agree and consent to the introducing broker, the carrying broker and your advisor collecting your personal information and using it for the purposes described in our Privacy Policies and for other purposes required or permitted by law. The introducing broker privacy policy is posted at and the carrying broker privacy policy is posted at [www.rgfwealth.com](http://www.rgfwealth.com) or refer to section 6 of the RDA. You give us and your advisor your consent and permission to collect and use your personal information for:

- a) *Regulatory oversight, audit or compliance purposes.* We may be required to permit access or disclose your personal information to any of the following:
  - i) securities regulatory organizations and exchanges to which we are a member or are otherwise subject ("SROs").
  - ii) our auditors or other professional third-party advisors that may need to access or collect personal information for audit purposes and may be required to disclose that information to their professional regulatory oversight organizations.

You consent to the use and disclosure of your personal information by SROs, successor firms and auditors, for the purpose of an investigation, account transfer or audit relating to either your account or for our business in general.

- b) *Account transfer purposes or the departure of your advisor.* We may be required to permit access to or disclose your personal information to another investment dealer if:
  - i) you decide to transfer your account to another investment dealer; or
  - ii) your advisor leaves to join another investment dealer.
- c) *Credit and margin purposes.* We may use your personal information, including your social insurance

number, and disclose it to lenders or credit reporting agencies to conduct a credit check or to determine your creditworthiness for account opening, administration or margin purposes. Credit checks will appear on your credit report, which can be obtained through credit reporting agencies, such as Equifax. If you withdraw your consent to a credit check, we may not be able to open a margin account or extend credit to you.

- d) *Account administration and reporting purposes.* We and our service providers may use your personal information to process and deliver trade confirmations, account statements, proxy-related materials or other documents electronically (such as by facsimile, email, text messaging, internet access or any other means of electronic messaging). This may include providing access to or disclosure of your personal information to our agents or third-party service providers. You consent to us and your advisor communicating with you by electronic messaging for these purposes. You acknowledge that we may, but are not required to, record telephone calls by which your orders are placed or confirmed. We may do so whether those telephone calls are between you and us or between us and any broker or dealer or market to whom an order is directed.

- e) *Specialized service provider purposes.* We may disclose your personal information to our service providers so they can provide specialized services on our behalf. These services include, but are not limited to, mail distribution, data processing, compliance monitoring, cheque-printing, research, newsletters and marketing.

Service providers may be responsible for processing or handling personal information. We will give them only the personal information they need to perform their services and on the condition that they protect it in a manner consistent with our privacy policies. If a service provider is located in a foreign jurisdiction, it is bound by the laws of that jurisdiction and may disclose your personal information under those laws.

- f) *Communication purposes.* We may use your personal information to communicate with you in any manner including, but not limited to, any form of electronic messaging or telephone. We will contact you using the most recent electronic address or telephone, cell phone or facsimile numbers you give us.

We may contact you at any time of the morning or evening without restriction. We will not be required to place calls to you solely within the permitted time periods set out in "do not call" legislation.

You may ask for access to your personal and financial information we hold in Quebec. You or your authorized representative may ask us during normal business hours to rectify any incorrect personal or financial information.

You may withdraw your consent at any time by providing notice to:

- (i) the introducing broker in writing at:

RGF Integrated Wealth Management  
Attn: Privacy Officer  
1701 West Broadway  
Vancouver, BC V6J 1Y3  
[privacyofficer@rgfwealth.com](mailto:privacyofficer@rgfwealth.com)

- (ii) the carrying broker in writing at:

Raymond James Ltd.  
Suite 2100 – 925 West Georgia Street  
Vancouver, BC V6C 3L2  
[compliancehelp@raymondjames.ca](mailto:compliancehelp@raymondjames.ca)

**The following paragraphs contain information about limits on our liability to you.**

#### 18. Limitation of liability:

You acknowledge that all investments involve financial risk (the amount of which may vary significantly) and that the value of assets in your account(s) may fluctuate due to market conditions and other factors.

You further acknowledge that you are responsible for any losses realized on your investments and that neither we nor your advisors are responsible for any decrease in the value of your account or any losses (direct, indirect or consequential) that are realized on your investments, however caused, unless such loss is caused by our negligence or misconduct. We do not guarantee investment results.

We are not liable for any losses, claims, damages or liabilities on your account, however caused, which result from any of the following:

- a) trading in securities;
- b) delays in receiving or processing transaction instructions;
- c) delays in transferring securities or account balances to a third party;
- d) any action we take or do not take because of an error in your instructions to us or if we do not receive your instructions;
- e) government, regulatory or self-regulatory restrictions or regulations, exchange or market rules, suspension of trading, unusual market activity, cease trading orders, war, strikes, equipment malfunction or other conditions or events which are beyond our control;

- f) errors or omissions caused by persons, or by conditions, over which we have no control. We will adjust errors or omissions with respect to any transaction for your account that we have caused; or
- g) not offering a specific investment opportunity or excluding a specific security from any managed account.

We accept no responsibility under this agreement other than to act honestly and in good faith and without misconduct or negligence. In particular, unless you and we agree in writing, we will have no obligation to recommend an investment program to you, monitor the securities in your account, communicate trading limits, margin calls or changes in the market, advise you of pending record dates or the pending expiry of rights or warrants, use our discretion in the purchase or sale of securities for you, or give you any material information about any securities we or any of our employees or representatives learns. We do not offer tax advice to you. We recommend you obtain advice from a qualified tax professional.

This limitation of liability will survive termination of this agreement.

#### 19. Indemnity regarding agents and attorneys:

You will indemnify and hold us harmless from any and all losses, liabilities, costs and expenses (including legal fees) resulting from us acting in accordance with any authority granted by you to an agent under a trading authorization or an attorney under a power of attorney to transact on your accounts. Without in any way limiting the authority granted to us, and without requiring us to take action with respect to any past, present or future circumstances, we may, in our absolute discretion, require joint action by all of your agents or attorneys (as the case may be) with respect to any matter concerning your accounts, including but not limited to giving or cancelling orders or withdrawing money, securities or other property.

**The following paragraphs contain information about proceeds of crime legislation we must comply with and how that may affect you.**

#### **20. Proceeds of crime legislation:**

You acknowledge that proceeds of crime (money laundering) legislation imposes obligations on us and our employees and representatives to verify client identity and to report and record some of our clients' transactions. We are required to report "suspicious transactions" to an agency of the federal government known as FINTRAC. "Suspicious transactions" include financial transactions or activity we reasonably suspect are related to the commission of a money laundering offence. The legislation prohibits us and our employees and representatives from informing a client that a report has been made, or from disclosing to a client the contents of a report.

FINTRAC has the power to seize mail or enter our premises without a search warrant to determine whether we are complying with the legislation. The legislation may require us to disclose confidential or personal information about you. By signing the application form and entering into this agreement, you acknowledge that you have been made aware of these obligations.

#### **21. Death or incapacity:**

Subject to the terms governing a joint account and when you have not otherwise provided instruction or direction to us, upon receiving notice of your death or incapacity, we will cease to accept instructions provided in accordance with this agreement for your account (other than from your attorney acting under a valid enduring power of attorney when you lack capacity), and we will not dispose of any securities in the account, until we receive instructions from a representative of your estate or other court appointed or otherwise recognized representative. We reserve the right to refuse to act upon any instructions of such a representative without being provided with letters of administration, letters probate, notarial will or any other document or evidence of, or in connection with, the authorizations or transmission as we may deem necessary. We may continue to debit your account in respect of any applicable administrative or other fees, charges or commissions payable to us, without prior notice to or demand on, your successors.

You indemnify and save us and our directors, officers, employees, agents, and any portfolio manager or investment manager harmless from and against any loss, liabilities, claims, demands, costs and expenses (including legal and accounting fees) resulting from either our actions or inaction following your death or incapacity, or resulting from us following any directions given by you during your lifetime, or as a result of your failure to observe the terms of this agreement. This indemnity will survive the termination of this agreement and will be binding upon your heirs, executors and personal representatives.

## PART II: ADDITIONAL TERMS FOR JOINT ACCOUNTS

**The following paragraphs contain additional terms that apply to you if you have a joint account with someone else. It contains important information about how your joint account will operate and each account holder's rights.**

#### **22. Authority:**

The provisions of this Part II are additional provisions applying to joint accounts with us and must be read and construed together with all the other applicable sections of this agreement.

By signing our agreement at the end of the application form, in your capacity as either joint tenants or tenants-in-common as noted on your application form (together, the "tenants"), you authorize and request us to open a joint account with us in both your names.

Each tenant jointly and severally agrees with us that:

- a) all transactions for the joint account are subject to the terms and conditions of this agreement and all other existing agreements, declarations or statements of intention between you and us, all of which form part of this agreement, as well as the terms and conditions of any existing agreement between the brokers; and
- b) each of you as a tenant, acting alone (unless requested to act jointly), is authorized and empowered to do any or all of the following for the joint account:
  - i. buy and sell (including short sale) and otherwise deal in, through us as brokers, stocks, bonds and other securities and commodities on margin or otherwise, even if you sell property that is not in your joint account.
  - ii. receive demands, notices, confirmations, reports, statements of account and all communications from us.
  - iii. sign and dispose of money, securities and property of every kind for the joint account, without recourse to us.
  - iv. sign agreements relating to any of the actions referred to above.
  - v. generally to act and deal with us in respect of the joint account as fully and with the same authority as though the account were yours alone, without notice to any other tenant.

Without in any way limiting the authority granted to us under this agreement, and without requiring us to take action with respect to any past, present or future circumstances, we may, in our absolute discretion, require all joint account holders to act together for any matter relating to the joint account, including giving or cancelling orders or withdrawing money, securities or other property from the joint account.

**23. Indemnification:**

As tenants you jointly and severally (in Quebec solidarily) agree to indemnify and hold us harmless from any and all losses, liabilities, costs and expenses (including legal and accounting fees) resulting from our acting in accordance with the authority referred to in section 22.

**24. Liability:**

As tenants you are jointly and severally (in Quebec solidarily) liable to us for any debts, obligations or liabilities arising in connection with the joint account.

For the purpose of securing the payment of such debts, obligations or liabilities, we will have a general lien on all money, securities, credits, contracts, equities, commodities or other property belonging to you, jointly or individually, which may at any time be in our possession or under our control for any purpose, including safekeeping, whether in the joint account or otherwise. This lien is in addition to and not instead of the rights and remedies we otherwise would have.

**25. Death of a tenant:**

If a tenant dies while you own the joint account:

- a) the surviving tenants must immediately give us written notice of the death by delivering it to our office where the joint account is kept;
- b) until we receive written notice of the death, we may continue to exercise orders and deal with the joint account as if the deceased tenant were alive;
- c) before or after we receive written notice of the death, we may require acknowledgements, directions or other documents, restrict transactions in the joint account, or take any other actions or

proceedings that we consider necessary or advisable to protect us against any tax, liability, penalty or loss;

- d) the estate of the deceased tenant and each surviving tenant will continue to be liable to us, jointly and severally, for any debts, obligations, liabilities or losses resulting from the completion of transactions initiated before we received written notice of the death, or incurred in the liquidation of the joint account or adjusting the interests of the surviving tenants; and
- e) for accounts opened in Quebec, the Civil Code of Quebec and other laws of Quebec will apply.

**26. For joint tenants with right of survivorship (Canadian residents other than Quebec residents):**

If you have indicated on your account application form that the joint account is held in joint tenancy with right of survivorship, and provided that all gratuitous transfers made to the joint account were intended as a gift to the joint tenants, then if a tenant dies, the entire interest in the joint account will vest in the surviving tenants. That interest will vest as of the close of business on the date of death (or on the next business day if the date of death is not a business day). This does not in any way release the deceased tenant's estate from its obligations under section 25(d) above.

As far as practical, we will deduct any taxes, costs, expenses or other charges that become a lien against or payable out of the joint account as a result of a tenant's death, or the exercise by his or her estate or representative of any rights in the joint account, from the interest of the deceased tenant's estate in the joint account.

**27. For joint tenants without right of survivorship or tenants-in-common (all Canadian residents):**

If you have indicated on your account application form that the joint account is held as tenants- in-common without right of survivorship, then when we receive

notice of death of any tenant, we will separate the account into equal accounts, as closely as we can, in the names of the tenants or their legal representatives.

Each tenant or their legal representative will continue to be liable, jointly and severally, for any indebtedness at the time the joint account is separated. In no event will we be liable to any tenant, or any tenant's legal representative, for accepting orders or instructions from any tenant or any tenant's legal representative for the joint account, until we receive written notice of the death of a tenant or written notice of the termination of the joint account.

**The following paragraphs contain additional terms that apply to you if we approve you to trade on margin.**

**28. Margin facility:**

The provisions of this Part III are additional provisions applying to margin accounts with us and must be read and construed together with all the other applicable sections of this agreement.

If you apply for a margin facility, you acknowledge that the introducing broker is solely responsible for granting margin privileges and for determining the suitability of the use of margin. If requested by the introducing broker, and approved by the carrying broker, margin will be provided to you by the carrying broker, subject to the terms and conditions of this Part III.

We may grant a margin (credit) facility to you provided we may, without prior notice, at any time and from time to time:

- a) reduce or cancel any margin facility we make available to you or refuse to grant any additional margin facility to you; or
- b) require you to provide collateral (margin) in addition to the margin requirements of the applicable regulatory authorities.

You acknowledge that for certain option strategies producing a credit, regulatory authorities may require significant additional margin.

You must promptly pay any money you owe us as a result of any reduction or cancellation of your margin facility.

**29. Margin requirements and lien:**

You must maintain the margin (collateral) we require from time to time in your account and you must promptly deposit additional money or securities as margin (collateral) when we demand (a "margin call").

You acknowledge that any calls for additional margin will be made by the carrying broker to the introducing broker, and the introducing broker shall be responsible for notifying you of the details of the call for margin, and for ensuring that the call for margin is satisfied by you. You acknowledge that the carrying broker will not transmit calls for margin directly to you.

You specifically acknowledge that the pledge and lien referred to in section 11 applies to your margin facility indebtedness. We may hold securities in all your accounts, including securities we hold in safekeeping, to discharge all your debt or obligations to us and any contingent liability arising from your guaranteeing the obligations of others.

You agree that you will:

- a) pay us on our demand (whether verbal or in writing), any money you owe us relating to your account;
- b) discharge all of your obligations and pay in full all of your indebtedness to us, together with interest;
- c) maintain the margin we require; and
- d) promptly sell securities when we require it.

You agree that we may:

- a) refuse to increase the margin facility;
- b) reduce or cancel the margin facility;
- c) require you to provide more margin (collateral) than is required by applicable regulatory authorities;
- d) change our margin rates at any time without giving you notice; and
- e) sell the securities in your account without notice to meet our margin requirements but we are under no requirement to do so.

**30. Default and put/call transactions:**

If you do not meet margin calls promptly, we may, in our sole discretion and without notice to you, take any steps we consider necessary to protect ourselves in connection with put or call transactions made for your accounts.

We may, without limitation, buy or sell short for your accounts and at your risk, or buy for your accounts and at your risk any puts or calls. You must reimburse us for any expenses we incur in this connection.

**31. Interest:**

You must pay interest on your borrowing in margin accounts with us at our prevailing rates for margin accounts, including any increases in rates caused by money market conditions. You must also pay us the usual charges to cover our credit services and facilities. We are not obligated to notify you of any rate changes.

**32. Risks of borrowing money to invest:**

Margin accounts can be very risky and they are not suitable for everyone. Before opening a margin account, you should fully understand that:

- a) you can lose more money than you have invested;
- b) if the value of your account declines, you may be required to deposit additional cash or securities to your account on short notice (this is referred to as a margin call);

- c) you may be forced to sell some or all of your securities if the value of your account declines; and
- d) We may sell some or all of your securities without consulting you in order to settle a margin call.

You acknowledge that using borrowed money to purchase securities involves greater risk than using cash resources only, including if you buy on margin. If you borrow money to purchase securities, you must still repay the loan and any required interest even if the value of the securities you purchased declines.

#### PART IV: GENERAL TERMS FOR ALL ACCOUNTS

**The following paragraphs contain information about the relationship between your advisor and us and our affiliates.**

#### 33. Non-securities activity:

Non-securities activity with your advisor, including insurance products, is described in the RDA (section 2 and 5 in particular).

Raymond James Ltd. and Raymond James Correspondent Services will not be liable to you for non-securities activity.

**The following paragraphs contain information about the risks associated with granting trading authority if you have a registered plan and holding securities “off-book”.**

#### 34. Trading authorization for registered plan accounts:

You acknowledge that taxes may become payable as a result of transactions involving assets you hold in a registered plan (including withdrawals). If you appoint or authorize a person to act or trade on your behalf for your registered plan account, you will be responsible for all taxes, interest or penalties resulting from transactions that person authorizes. Any instructions that person gives will be subject to the terms of the registered plan, including any transfer terms or withdrawal restrictions. Any funds withdrawn from your registered plan account will be paid to you as annuitant of the registered plan.

In addition to any other indemnity you may provide to the plan trustee, you will indemnify and hold harmless the trustee and us and our respective associates and affiliates, and each of our respective directors, officers, custodians, employees, agents and assigns from and against all claims, demands, actions, suits or other proceedings, and from all losses, costs, damages, expenses, taxes, interest, penalties and other liabilities whatsoever (including, without limitation, legal fees and expenses), directly or indirectly arising out of or relating to acting in accordance with any power of attorney or trading authorization governing your registered plan account.

This indemnity will survive the termination of the registered plan, the withdrawal or transfer out of the assets you hold under the registered plan, the resignation or revocation of the trusteeship by the trustee, or the termination of the authority under a power of attorney or trading authorization governing your registered plan account. This indemnity will be binding on your heirs, executors, personal representatives and assigns.

#### 35. Canadian Investor Protection Fund coverage:

When securities are held “on-book” they are eligible for Canadian Investor Protection Fund coverage. In most cases, our clients hold their securities “on-book”. If you hold your securities “on-book” they will show up on your statements as being held in your account for you.

Clients may on occasion hold certain securities “off-book”, meaning the securities are not shown as being held in your account with us. Instead, they are held in an account with a third-party (e.g. mutual fund units held by a mutual fund company or guaranteed investment certificates or savings accounts or products held by a bank or trust company) in your name.

You acknowledge that securities held “off-book” are not held in your account with us and **are not eligible for Canadian Investor Protection Fund coverage.**

**The following paragraphs contain general terms of this agreement such as how it will be interpreted, when it becomes effective and how it can be modified.**

#### 36. Headings:

The headings used in this agreement are for convenience only and they do not affect the interpretation of this agreement.

#### 37. Enurement:

This agreement benefits and binds you as well as your heirs, executors, administrators, successors, agents and any party to whom this agreement has been properly assigned. This agreement will continue in the event of your death, bankruptcy or mental incompetency. This agreement is a continuing agreement and consent and applies to all past, present and future transactions. It replaces all prior agreements if they contain terms or provisions that are inconsistent with this agreement.

**38. Terms of agreement:**

This agreement remains in force until we notify you otherwise in writing.

You may terminate this agreement by giving us at least 10 days advance written notice of termination.

Upon our receipt of your notice of termination:

- a) you will still be liable for any transactions that we entered for your account before we received your termination notice;
- b) any unbilled fees, and any other obligations you owe us in respect of fee-based billing account(s), including all proportionate accrued fees from the last billing date to termination date, will be due and payable by you;
- c) in the event of termination only as to a particular account(s), this agreement will remain in full force and effect as to all other outstanding account(s); and
- d) this agreement does not automatically terminate, in whole or in part, upon your death, disability or incompetence.

**39. Modifications:**

We may amend this agreement at any time by giving you sixty (60) days' notice in writing, whether provided by mail, email, or through any electronic service. Unless you provide us written notice otherwise before an amendment takes effect, we will consider the amendment to have been automatically accepted by you. If an amendment is made under deemed variance provisions such as referred to in Part 1, section 2 of this agreement, we do not need to give you any notice.

**40. English language:**

You have expressly required that this agreement and all notices, statements of account and other documents relating to it be in the English language only. Les parties reconnaissent avoir expressément demandé que la présente convention ainsi que tout avis, état de compte et autre document devant ou pouvant être produit ou faire l'objet d'une entente en vertu des présentes soient rédigés en langue anglaise seulement.

**41. Client copy and effective time:**

You acknowledge receipt of a copy of this agreement. This agreement is subject to our approval of your account application and the opening of your account. This agreement will become effective and binding from the time we first act on your instructions.

**42. Qualified intermediary:**

You acknowledge that the carrying broker has entered into a qualified intermediary withholding agreement with the United States Internal Revenue Service to benefit from simplified withholding and reporting rules, and as such, we have US withholding responsibilities. You agree that we may, to the extent we are required as a Qualified Intermediary or by any laws, rules, regulations, or orders of any US governmental authority, withhold from US sources any sum from payments to or from your account and report as required. If we do so, we will provide you with statements of any deductions, remittances or disbursements.

**43. Assignment:**

You cannot assign this agreement to any other party without our consent in writing. If either of us merge or amalgamate with another company or companies, or if another company takes over our retail brokerage business, the new company will take over our rights and duties under this agreement.

**44. Time of essence:**

It is important that both we and you perform all our obligations under this agreement in the required time.

**45. Severability:**

If any provision of this agreement is held to be invalid or unenforceable in whole or in part, the validity of all other provisions (and, if applicable, the remainder of the provision in question) will not be affected.

**46. Force majeure:**

Notwithstanding any other term of this agreement, neither you nor we will be obligated to perform our obligations under this agreement (except for obligations to make payments and regulatory obligations) if prevented or hindered from doing so by any circumstance that is found to be beyond our control.

**47. No waiver:**

Nothing that we, our employees or our agents do or fail to do about any right, remedy or power available to us under this agreement or otherwise will mean we waive or modify any of our rights, remedies, or powers. To be effective and binding on us, a waiver must be in writing and signed by our authorized signatories.

**48. Cooperation and further actions:**

Both you and we will do all things necessary or desirable to give effect to this agreement, including signing and delivering documents.

**49. Explanation to Clients for Shareholder Communication Client Response Form (“NI 54-101”):**

**(Explanation to Clients of Communication with Beneficial Owners of Securities of a Canadian Reporting Issuer)**

Based on your instructions, the securities in your account with us are not registered in your name but in our name or the name of another person or company holding your securities on our behalf. The issuers of the securities in your account may not know the identity of the beneficial owner of these securities.

We are required under securities law to obtain your instructions concerning various matters relating to your holding of securities in your account.

**Disclosure of Beneficial Ownership Information**

Securities law permits reporting issuers and other persons and companies to send materials related to the affairs of the reporting issuer directly to beneficial owners of the reporting issuer's securities if the beneficial owner does not object to having information about it disclosed to the reporting issuer or other persons and companies.

Part 1 of the Shareholder Communication NI 54-101 Client Response Form allows you to tell us if you **OBJECT** to the disclosure by us to the reporting issuer or other persons or companies of your beneficial ownership information, consisting of your name, address, electronic mail address, securities holdings and preferred language of communication. Securities legislation restricts the use of your beneficial ownership information to matters relating to the affairs of the reporting issuer.

If you **DO NOT OBJECT** to the disclosure of your beneficial ownership information, please mark the first box on Part 1 of the form. In those circumstances, you will not be charged with any costs associated with sending security holder materials to you.

If you **OBJECT** to the disclosure of your beneficial ownership information by us, please mark the second box in Part 1 of the form. If you do this, all materials to be delivered to you as a beneficial owner of securities will be delivered by us.

**Receiving Security Holder Materials**

For securities that you hold through your account, you have the right to receive proxy-related materials sent by reporting issuers to registered holders of their securities in conjunction with meetings of such security holders. Among other things, this permits you to receive the necessary information to allow you to have your securities voted in accordance with your instructions at a security holder meeting.

In addition, reporting issuers may choose to send other security holder materials to beneficial owners, although they are not obligated to do so. Securities law permits you to decline to receive security holder materials.

The three types of material that you may decline to receive are:

- a) proxy-related materials, including annual reports and financial statements, that are sent in connection with a security holder meeting;
- b) annual reports and financial statements that are not part of proxy-related materials; and
- c) materials that a reporting issuer or other person or company sends to security holders that are not required by corporate or securities law to be sent to registered holders.

Part 2 of the Shareholder Communication NI 54-101 Client Response Form allows you to receive all materials sent to beneficial owners of securities or to decline to receive the three types of materials referred to above. If you want to receive **ALL** materials that are sent to beneficial owners of securities, please mark the first box on Part 2 of the Shareholder Communication NI 54-101 Client Response Form. If you want to **DECLINE** to receive the three types of materials referred to above, please mark the second box in Part 2 of the form.

(Note: Even if you decline to receive the three types of materials referred to above, a reporting issuer or other person or company is entitled to deliver these materials to you, provided that the reporting issuer or other person or company pays all costs associated with the sending of these materials. These materials would be delivered to you through your intermediary if you have objected to the disclosure of your beneficial ownership information to reporting issuers.)

**Preferred Language of Communication**

Part 3 of the Shareholder Communication NI 54-101 Client Response Form allows you to tell us your preferred language of communication (English or French). You will receive materials in your preferred language of communication if the materials are available in that language.

**Electronic Delivery of Documents**

Securities law permits us to deliver some documents by electronic means if the consent of the recipient to the means of delivery has been obtained. If you wish to receive documents available in electronic delivery form from us, please complete Part 4 of the Shareholder Communication NI 54-101 Form and provide the required email address.

**Contact**

If you have any questions or want to change your instructions in the future, please contact your advisor.

**50. Entire agreement:**

You represent to us that you have the necessary authority to enter into this agreement and that the terms of this agreement do not violate any other obligations you may have. This agreement, together with all account applications provided by you, and client disclosure forms and supplemental account contracts provided to you by us, constitutes the entire agreement between us.

## 5. RGF INTEGRATED WEALTH MANAGEMENT LTD. (RGFIWM) ACCOUNTS

### SERVICES AND PRODUCTS OFFERED

Your advisor is responsible for providing suitable and unbiased investment and insurance recommendations to you that meet the standard of care expected of a trained professional based on the information that you provide to us. You (or your authorized representative) direct all trading and are responsible for all investment decisions in your accounts and products.

#### Investment and risk management products:

- Guaranteed Investment Certificates (“GIC”)
- Pooled funds and segregated funds
- Annuities
- Banking products
- Insurance: life, disability, critical illness, long-term care, health, travel

Certain investment products may have limitations on your ability to liquidate:

- GICs must be held until the end of the term, unless a GIC is cashable.
- The issuer of pooled and segregated funds may limit full or partial redemption in unusual circumstances.
- Segregated funds cannot be transferred in-kind to other institutions. To move non-registered funds to another institution, the funds must be redeemed and there may be tax consequences with the redemption.

Other limits on investment products include:

- Deferred Sales Charges and Low Load segregated funds will be made available only by compliance approved exceptions.

Your advisor can explain these investment and risk management products to you, as well as how they work, their risks and possible returns (if applicable), and whether they are appropriate for you.

### DOCUMENTATION

#### Confirmations:

The financial institution will provide you with a confirmation of every purchase, sale, transfer or other relevant transaction. Please look for and review your confirmation as soon as you receive it.

#### Account statements:

Account statements from other financial institutions, such as insurance companies, are issued periodically to you directly by the institution.

### HOW WE ARE PAID

Your relationship with our firm may commence with a planning fee. On an ongoing basis, for implementation, or for continued service, the fee structure may vary. This is dependent on the accounts and services implemented, as well as your personal preferences. The fee structure may be commissions paid by the financial product supplier, referral fees or fee-for-service billing. Your advisor may also be entitled to other non-monetary benefits from time to time.

The compensation methods applicable to your accounts are noted later in this document.

- **Fee-For-Service:** Depending upon the scope of work that will be undertaken on your behalf, there may be an initial or on-going Financial Planning and Implementation Fee.
- **Commission-based:** A commission is paid to the firm for the placement (and/or renewal) of insurance and investment products purchased by you.
- **Referral Fees:** Referral fees are received by, or paid to, a third party (individual or firm) as compensation for the referral of your business from or to that third party. If your relationship with RGFIWM results in the payment or receipt of referral fees, details of this referral will be provided to you in a separate document.

## 6. STANDARD DISCLOSURES & POLICIES

### CONFLICTS OF INTEREST

To ensure fairness to clients, RGF Integrated Wealth Management has adopted policies and procedures to help identify and manage conflicts of interest that may exist between you the client, RGF companies, and our financial advisors.

RGF advisors recommend products and account types that will be appropriate and best suited to your individual needs. RGF supports the principle of putting the client's best interests first when any recommendations or services are offered to the client.

In general, RGF deals with and manages conflicts by:

- Disclosing and providing you with information regarding any conflicts of interest so you are able to independently assess their significance when evaluating recommendations and other actions taken by our financial advisors and firm.
- Controlling conflicts through internal policies and procedures to ensure that conflicts are addressed in the best interest of our clients.
- Avoiding conflicts that are prohibited by law and conflicts that cannot effectively be addressed in the best interest of our clients.

The following section provides an overview of potential material conflicts of interest and how we address those conflicts in your best interests.

#### **Conflict: Products and services offered may have differing levels of compensation.**

RGF offers products and services which have varying levels of compensation to the advisors. Different levels of compensation could influence the advisor's recommendations of the type of service provided, the type of account used or product recommendations.

RGF works to ensure this conflict is always addressed in the best interests of the client. RGF offers several types of accounts. Your advisor will recommend the type of account, and investment or product recommendations for the account best suited to your needs and circumstances. In some cases, this may mean higher compensation to the advisor and the firm. RGF endeavours to be transparent in disclosing fees, commissions, and other compensation in advance. We also have internal policies and procedures to supervise the amount that is charged to our clients based on account types and products recommended. For securities accounts, please refer to the RGFWM Services and Products Offered section.

#### **Conflict: Compensation, such as trailing commissions or referral fees, may be received from third parties when products or services are recommended by advisors.**

RGF may receive compensation from third parties when products or services are recommended by advisors. Third party

compensation could influence the choice of products or services recommended by advisors.

RGF works to ensure this conflict is always addressed in the best interests of the client. RGF advisors will use appropriate products, services or account types and will only make suitable investment recommendations for the accounts. For securities products, issuers provide specific compensation disclosures in the offering document (for example, a fund fact) that is to be provided to clients prior to the transaction. For other products, disclosures are provided as required by securities or other regulators, as applicable.

RGF addresses the limited situations where referral fees are paid to advisors through our internal policies and procedures. These procedures ensure the recommendations are in the client's best interests. All referral arrangements where the advisor receives compensation from another party are disclosed to the client in writing.

#### **Conflict: Limited securities available in cases of sought-after new issues.**

Limited securities being available in cases of sought-after new issues could result in conflicts, as clients interested in a new issue may not receive a fair distribution of available shares.

RGF addresses this conflict with a "fair allocation" policy for new issues.

#### **Conflict: Advisors partaking in activities outside the firm, including charitable, social, or religious organizations where the advisor is in a position of power or influence.**

Certain outside business activities could lead to insufficient time or attention to client work or having undue influence on clients.

RGF works to address this conflict through internal policies and procedures that require the advisor to disclose and obtain pre-approval prior to participating in these types of activities. Appropriate monitoring and supervision are conducted of any permitted outside activity. If applicable, appropriate disclosure is provided to clients for them to analyze the impact of the activity. If the firm cannot properly control a potential conflict of interest, it does not permit the outside activity.

***If you ever have any questions or concerns regarding potential conflicts of interest, don't hesitate to ask your advisor for more information.***

## HOW TO RESOLVE YOUR PROBLEMS AND CONCERNS

Your confidence and trust are very important to us. We want to ensure that any problems or concerns that you might have regarding your relationship with RGF Integrated Wealth Management are addressed quickly and fairly. Please contact your financial advisory team and they will make every effort to resolve your issue efficiently and professionally.

If your financial advisory team is not able to satisfactorily resolve your concern, and you would like to make a formal complaint, please contact our Chief Compliance Officer in writing at:

RGF Integrated Wealth Management  
Attn: Chief Compliance Officer  
1701 West Broadway  
Vancouver, BC V6J 1Y3

In order for us to address your concern effectively, please include the following information in your correspondence to us:

- Specifics of your concern, including dates and timelines of the issues.
- Names of the advisor or staff person involved.
- Supporting documentation and relevant correspondence.
- How you would like the issue to be resolved.

### Complaint Handling Procedures:

Upon receipt of a written client complaint, the following policies and procedures will be followed by RGF Integrated Wealth Management.

- All written client complaints will be acknowledged in writing by RGF Integrated Wealth Management's Compliance Department within five business days of receipt of the written complaint.
- If the complaint is related to services or investments provided through RGF Wealth Management Ltd., our securities investment firm, we will include a copy of CIRO's brochure *How to Make a Complaint* with the initial written acknowledgement letter.
- The RGF Integrated Wealth Management advisor or staff person involved in the client complaint will receive a copy of the complaint and will be asked to submit a reply to the Compliance Department along with any information or documentation they have with respect to the complaint.
- RGF Integrated Wealth Management will review and investigate all aspects of the complaint and will endeavour to provide a substantive response letter to the individual who made the complaint within 90 days of receipt of the written complaint. If the investigation is taking longer than anticipated, the Compliance Department will communicate the status of the investigation to the client advising them of the delay and will provide a revised timeline for delivery of the response letter.
- The investigation by RGF Integrated Wealth Management will consider all relevant facts, documentation, and available information in assessing the complaint. Each complaint will be looked at objectively and will be considered

individually on its own merits. The client making the complaint may be contacted during the investigation for clarification or additional information required to resolve the complaint.

- Once the investigation is completed, RGF Integrated Wealth Management will respond in writing by regular mail.
- The response letter will include a summary of the complaint, RGF Integrated Wealth Management's decision on the complaint, the reasons for the decision as well as a copy of CIRO's brochure *How to Make a Complaint*.

### Other Options if Not Satisfied:

If you are not satisfied with our response after the complaint process outlined above has been followed, the additional options listed below are available to you.

### For services or investments provided through our securities investment firm, RGF Wealth Management Ltd.:

1. Submit a complaint to the Canadian Investment Regulatory Organization ("CIRO") Enforcement Department – [www.ciro.ca](http://www.ciro.ca)
2. Submit a complaint to the Ombudsman for Banking Services and Investments ("OBSI") – [www.obsi.ca](http://www.obsi.ca)
3. Arbitration as outlined in the brochure entitled *How to Make a Complaint*, a copy of which was provided to you.

### For GICs held directly with the issuing institution, provided through RGF Integrated Wealth Management Ltd.:

1. Submit a complaint to the Ombudsman for Banking Services and Investments ("OBSI") – [www.obsi.ca](http://www.obsi.ca)
2. Submit a complaint to the BC Financial Services Authority ("BCFSA") – [www.bcfsa.ca](http://www.bcfsa.ca)

### For insurance services or investments, including segregated & pooled funds and annuities, provided through RGF Integrated Wealth Management Ltd.:

1. Submit a complaint to the Insurance Council of British Columbia – [www.insurancecouncilofbc.com](http://www.insurancecouncilofbc.com)
2. Submit a complaint to the OmbudService for Life & Health Insurance – [www.olhi.ca](http://www.olhi.ca)
3. Submit a complaint to the BC Financial Services Authority ("BCFSA") – [www.bcfsa.ca](http://www.bcfsa.ca)

## PRIVACY

RGF is committed to ensuring the privacy of all our clients. Staff conduct is bound by strict client confidentiality rules, respecting the private nature of all client data and communications. RGF is committed to handling your personal information in accordance with applicable Canadian privacy laws, including the Personal Information Protection Act (British Columbia), the Personal Information Protection Act (Alberta) and the Personal Information Protection and Electronic Documents Act (Federal) as applicable to each client.

**Purpose:** Our advisors, through their financial services corporations, their staff, and our two RGF companies collect personal information from you for the purposes set out in this Agreement. This includes providing you with financial planning advice, assisting in establishing and implementing your financial plan, and offering you financial products and services in connection therewith.

**Information Collected:** RGF personnel will collect demographic (e.g., name, address, date of birth, social insurance number), financial (e.g., income, investments, assets) and other personal (e.g., goals and objectives) data from you. Additional data, including health information, will be collected should you wish to implement certain financial products. Your personal information will be commingled for record-keeping purposes (both electronically and physically). Spousal information (unless you provide us with a notice to the contrary – see “Disclosure to Third Parties” below) will also be stored in these collective files.

**Disclosure to Third Parties:** Information collected on RGF forms and through personal correspondence or meetings with advisors and staff is made available only to members of our firm, our regulators when required by law or regulation, and to the extent of their implementation requirements, to other financial institutions utilized in your plan.

For regulatory purposes, self-regulatory organizations (“SROs”) including the Canadian Investment Regulatory Organization (“CIRO”) and the Canadian Investor Protection Fund (“CIPF”) require access to collected personal information of current and former clients, employees, agents, directors, officers, and others. SROs collect, disclose and use the personal information obtained from us for the following regulatory purposes: sales, financial compliance, trade desk review and other regulatory audits, investigation of potential regulatory and statutory violations, regulatory databases, enforcement or disciplinary proceedings, surveillance of trading-related activity, reporting to securities regulators, and information-sharing with securities regulatory authorities, regulated marketplaces, other SROs and law enforcement agencies in any jurisdiction in connection with any of the foregoing.

Frequently, the financial planning services we provide to our clients are based on the combined income, assets, and objectives of client spouses. In the absence of a written request to the contrary, we will allow the disclosure of personal information between spouses. We will also provide information, at your written request, to other third parties such as other family members, accountants, and lawyers.

RGF occasionally uses other third-party service providers to process and store data on our behalf, including client

information. Our service providers are given the information they need to perform their designated functions, and we do not authorize them to use or disclose personal information for their own purposes.

Care is taken to reduce the risk that personal information is inappropriately disclosed. However, it is noted that the privacy of any communication, information, document, or material sent to, or received from, RGF cannot be guaranteed.

**Record Retention:** Personal information provided to RGF required for the creation, updating and management of financial plans will not be destroyed in a scheduled manner. However, data deemed unnecessary to provide you with financial planning services and products will be destroyed in a confidential manner. Some client information is retained indefinitely for legal and regulatory purposes.

**Accuracy:** You have the right to correct inaccuracies in any of the personal information we have on file for you.

**Access to Information:** Access to your personal information is available upon your written request, subject to certain exceptions. A fee will be charged for this service. Requests for access to information should be sent in writing to our Privacy Officer at the address noted in the below footer.

**Consent:** By entering into this Agreement, you consent to the collection, use, and disclosure of your personal information as described in the manner above. You have the right to withdraw your consent, in whole or in part.

Please be aware that withdrawing your consent may prevent us from continuing to provide you with some or all of our services. To withdraw your consent, please contact your financial advisory team in writing.

**Privacy Officer:** Our Privacy Officer can be contacted at [privacyofficer@rgfwealth.com](mailto:privacyofficer@rgfwealth.com), or at the address noted in the below footer.

## EMAIL POLICY

Communications between RGF and clients may occur via face-to-face contact, telephone, fax, standard post, courier, email, or other electronic means. In each of these situations, care is taken to reduce the risk that personal information is inappropriately disclosed. However, it is noted that the privacy of any communication, information, document, or material sent to or received from RGF cannot be guaranteed.

Please be advised of our policy that applies when communicating with RGF via email:

1. Email is not a secure medium, and emails sent to and from RGF may be susceptible to data corruption, unauthorized access, interception, delays, and transmission failure. Email may also include incomplete information, inaccuracies, or typographical errors.
2. Clients take full responsibility for the accuracy of all instructions delivered by email and acknowledge that they are the sole and principal sources of instructions delivered by email.

3. RGF is authorized, as agents, to execute instructions based on emails originating from the client's email address, provided the instructions do not require a client signature. The onus is on the client to secure the integrity of their email address, communication channel and to advise of any changes to their email address.
4. If the client does not receive a positive confirmation by return email, phone call or fax that RGF has received email instructions, the client will use other means to convey instructions. An electronic notification for receipt of email is not positive confirmation.

RGF shall be indemnified against any and all actions, liabilities, damages, costs or expenses, including legal fees that may arise as a result of RGF executing any transactions on behalf of a client in reliance on the emails originating from the client's email address.

#### LEVERAGE RISK DISCLOSURE STATEMENT

**Using borrowed money to finance the purchase of securities involves greater risk than 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.

For example, you buy \$100,000 of securities and pay for it with \$25,000 in cash and \$75,000 from borrowings. The value of the securities then falls by 10% to \$90,000. Your equity interest (the difference between the value of the securities and the amount borrowed) has now declined by 40%, i.e., from \$25,000 to \$15,000.

However, if you buy \$100,000 of securities with cash only, and their value drops by 10% to \$90,000, then your equity interest has declined by 10%.

#### ONLINE ACCESS

Where applicable, online access to your investments, insurance and reporting may be available and can be setup by your advisor. To use this service, you must agree to abide by the terms and conditions of the user agreement governing the online access. Online access will be automatically terminated 18 months after you cease to have an active relationship with RGF.

## 7. INFORMATION SPECIFIC TO YOU AND YOUR ADVISOR

### POLITICALLY EXPOSED PERSONS ("PEP/HIO")

Under the Proceeds of Crime (Money Laundering) and Terrorist Financing Act ("The Act") we are required to ascertain if clients, or their related parties, are Politically Exposed Foreign Persons ("PEFP"), Politically Exposed Domestic Persons ("PEDP"), Head of an International Organization ("HIO"), or a close associate of the preceding categories, defined as follows:

#### PEFP:

- A head of state or government
- A member of the executive council of a government or its legislature
- A deputy minister (or equivalent)
- An ambassador, an ambassador's attaché or counsellor
- A military general (or higher rank)
- A president of a state-owned company or bank
- A head of a government agency
- A judge
- A leader or president of a political party in a legislature
- For all above categories, their spouse or common law partner, mother, father, child, brother, sister, half-brother, half-sister, spouse's or common-law partner's mother or father.

#### PEDP:

- Any of the roles defined in PEFP
- A Governor General, lieutenant governor
- A member of the Senate or House of Commons or a member of a legislature
- A president of a corporation that is wholly owned directly by the government of Canada or a province
- A mayor
- For all above categories, any of the relationships defined in the PEFP criteria.

**HIO:** A person who is the head of an international organization established by the governments of more than one state or the head of an institution established by an international organization. For example, United Nations Organizations, Asia Development Bank, etc.

**Close Associate:** An individual who is known to have joint beneficial ownership of a legal entity, a legal arrangement, or any other close relations with a person who is a PEDP, PEFP or HIO.

I, or a related party, meet the definition of a PEP/HIO:

Client 1:  No  Yes  
Client 2:  No  Yes  
Client 3:  No  Yes  
Client 4:  No  Yes

*(If yes, client must complete the RGF PEP/HIO Form)*

### ADVISOR LICENCING

Your financial advisor is licensed by:

#### Canadian Investment Regulatory Organization (CIRO):

Registered Representative (Securities, Retail)  
 BC  ON  AB  MB  NS

Portfolio Manager

BC  ON  AB  MB  NS

Associate Portfolio Manager

BC  ON  AB  MB  NS

#### Insurance Council of BC:

Life Agent

*Your financial advisor may also be licensed and registered in other Canadian provinces and/or US states. As applicable, your advisor will disclose to you any additional license(s) he or she holds.*

Additional Information:

### FINANCIAL PLANNING FEE FOR SERVICE

RGFWM Fee for Service: The terms of fee-for-service planning are disclosed in a separate fee agreement.

RGFWM Fee for Service: The terms of fee-for-service planning are disclosed in a separate fee agreement.

### RGFWM ACCOUNT TYPES

The terms of your managed accounts are disclosed in your Managed Account Agreement.

The terms of your advisory fee-only accounts are disclosed in your Advised Fee-Only Account Agreement.

The terms of your advisory fee & trailer accounts are disclosed in your Advised Fee & Trailer Account Agreement

The terms of your advisory commission accounts are included in this document.

Registered plans in advisory accounts are subject to administration fees. Please refer to the RGFWM Account Administration & Service Charges schedule for more information.

