



RELATIONSHIP DISCLOSURE INFORMATION
INCLUDING CONFLICTS OF INTEREST

Important information for our clients

TABLE OF CONTENTS

| | |
|---|----|
| WHY WE ARE PROVIDING THIS DOCUMENT TO YOU..... | 2 |
| ABOUT US AND THE PRODUCTS AND SERVICES WE OFFER..... | 2 |
| **CONFLICTS OF INTEREST** | 3 |
| CUSTODY OF ASSETS..... | 7 |
| OUR OBLIGATION TO KNOW OUR CLIENTS AND ASSESS TRADE SUITABILITY | 7 |
| UNDERSTANDING FEES AND COMPENSATION PAID TO US..... | 8 |
| UNDERSTANDING FEES AND COMPENSATION PAID TO OTHERS..... | 8 |
| REPORTING YOU WILL RECEIVE | 9 |
| TYPES OF RISKS WITH EXEMPT MARKET SECURITIES | 10 |
| USING BORROWED MONEY (LEVERAGE) TO INVEST..... | 11 |
| BENCHMARKS NOT PROVIDED | 11 |
| REFERRAL ARRANGEMENTS | 11 |
| COMPLAINT PROCESS AND DISPUTE RESOLUTION | 12 |
| OUR PRIVACY POLICY | 12 |
| PROVIDING TRUSTED CONTACT PERSON INFORMATION | 13 |
| TEMPORARY HOLDS ON YOUR ACCOUNT | 13 |
| SHARED SERVICES AND PREMISES..... | 13 |
| CONTACT US | 14 |
| CLIENT ACKNOWLEDGMENT | 14 |

Why we are providing this document to you

This document contains information about Three Point Capital Wealth Management Inc. (“**TPCWM**” or “**we/us**” or “**the Firm**”) and about information that concerns our relationship with you, our client. This document is directed to “you” (which can mean a single individual and can also mean joint spouses or partners). Please read this document carefully, retain it for future reference and let us know if you have questions. We will provide you with updates to the information in this document when required.

About us and the products and services we offer

TPCWM is an exempt market dealer (“**EMD**”) registered in BC and Alberta with the BC Securities Commission as our primary regulator.

We provide investment opportunities in certain exempt market securities to qualified investors. Exempt market securities (also referred to as “**exempt securities**”) are offered without the issuer having to file a prospectus or having the material reviewed by a securities regulator. Investors must qualify under specific exemptions in order to be eligible to purchase exempt market securities. Exemptions may be based on an investor’s financial net worth or net assets, income, or other factors,

such as province of residence.

As a client, you will deal with one or more of our Dealing Representatives (“DRs”), individuals who are appropriately registered to provide advice on the securities that we offer.

All EMD accounts with TPCWM are “non-discretionary”, which means a DR cannot execute any transactions other than with your express written instruction via subscription agreements or similar documents.

****Conflicts of interest****

We have a duty to deal fairly, honestly and in good faith with our clients. We must take steps to identify material conflicts of interest which exist, or are reasonably foreseeable, between TPCWM, our Dealing Representatives and our clients. We and our representatives always seek to resolve all material conflicts of interest in your best interest. Where it is determined that we cannot address a material conflict of interest in your best interest, we and our representatives will avoid that conflict.

We are therefore providing you with this disclosure information to help you better understand material conflict issues which we have identified as existing or foreseeable in your dealings with us as an exempt market dealer. A conflict of interest may arise and be considered material when our interests or those of our representatives and your interests as our client may be inconsistent or different, or where we or our representatives may be influenced to put our or their interests ahead of yours, or where monetary or non-monetary benefits available to us may influence other actions or inactions we take with our clients. We address these conflicts by either controlling the conflict, and disclosing the conflict to you, or avoiding the conflict if it is prohibited by law or where we cannot address it in the best interest of the client. **We rely that you are able to independently assess the significance of these material conflicts when evaluating our recommendations and other actions we take, and we encourage you to discuss these disclosures with your Dealing Representative.**

We have identified the following are material conflicts that we want clients to be aware of, and we describe the nature and extent of the conflict, the potential impact that the conflict could pose to the client, and how that conflict has been or will be addressed.

We offer only securities of a related/connected issuer

TPCWM only offers securities of a related/connected issuer which is owned and managed by related parties, and which the manager receives a management fee for its services. There is common ownership and common directors between these parties and TPCWM. Our relationship with the Issuer and the manager may cause TPCWM to perform due diligence on the products that we offer with a less independent view than that of an arm’s length party. We may also be considered to have an added incentive to sell these securities, including that the judgement of our Dealing Representatives, management and supervisory staff may be affected by this close relationship. The impact on our clients is that they will not receive advice on any other securities and may not therefore benefit from advice about other alternative securities, or may receive advice that could be affected by this close relationship. We address this conflict by having policies and procedures in place to assess a purchase as suitable (or not) for a particular client based on their unique personal circumstances (unless you are a “permitted client” and have requested that we not make suitability determinations), having internal trade supervision policies and procedures, having policies about periodic product review, and by providing this disclosure. **You may wish to get independent advice from a trusted professional before you consider purchasing these related/ connected issuer securities through TPCWM.**

Listing of “related or connected issuer” products offered by us:

- **Three Point Capital Corp., (“the MIC” or “TPCC”) offering shares of the MIC to qualified investors by way of an Offering Memorandum and subscription document (the “MIC Shares”); and/or**
- **Three Point Capital Corp., offering promissory notes to Accredited Investors and Friends/Family/Close Business Associates, by way of a subscription document (the “MIC Notes”). Should we offer this private placement from time to time, it will only be offered in BC.**

We are related or connected to certain entities

TPCWM has a relationship (including common control) with the following related or connected parties, which receive fees for the services that they perform. These entities share office space and administrative resources with TPCWM (see further section “[Shared services and premises](#)”). The impact on our clients is that we are engaged in multiple activities for both TPCWM and these related entities, and we might have competing demands on our time and business priorities between the entities. Clients should understand that directors or management may have conflicting duties owed to the related issuer and to the EMD or to the client which could potentially bias the actions or inactions we take with TPCWM clients. We address these conflicts by having policies regarding client service levels at TPCWM, directors and management’s activities, adherence to regulatory requirements that apply to TPCWM and these related entities respectively, and providing this disclosure:

Three Point Capital Corp. (“the MIC” or “the Issuer”), a company that is carrying on a business of a Mortgage Investment Corporation (“MIC”) as defined in the Income Tax Act. The MIC is related to the Firm through two common Officers, one common director, and management personnel. The MIC is a licensed mortgage broker in B.C. and was incorporated under the BCBCA on February 22, 2017 and is extra provincially registered to carry on business in AB, SK, MB and Ontario. The MIC business involves investing in mortgages through lending secured on real estate in Canada with the purpose of generating returns for Shareholders. The MIC’s mortgage loans typically serve a niche market of individual, builder and corporate borrowers requiring quick response times and flexible and often short term (generally one year) financing terms that do not typically meet the standard financing criteria of banks and other traditional lenders. The MIC currently lends in BC, AB, MB and Ontario. The Offering Memorandum for the MIC contains additional disclosure of the entities and their controlling individuals who are shareholders of the Manager, which Manager wholly owns TPCWM.

Three Point Capital Management Corp., the sole shareholder of the Firm. It shares the same Board of Directors as the Firm. Three Point Capital Management Corp. (“the Manager”), is a British Columbia incorporated company and registered mortgage broker under the *Mortgage Brokers Act* (British Columbia) and licenced through the BC Financial Services Authority. The Manager entered a Mortgage Services and Management Agreement dated June 1, 2017, effective June 27, 2017, with Three Point Capital Corp. (the MIC). The Manager is not registered with any securities commission in any capacity. This Management Agreement has been extended for an additional 5-year term ending June 27, 2027, with an option to renew for a further 5-year term at the same or similar terms. Pursuant to the Management Agreement, the Manager is solely responsible for managing the MIC’s day-to-day operations, including transfer agency and registrar services, in accordance with its Articles and Lending Policies.

Paradigm Mortgage Investment Corporation (“PMIC”), a company incorporated under the laws of BC and a Company related to the Firm through common officers and one common director and common management personnel. PMIC is a mortgage investment corporation that was incorporated in 1994. In 2017, PMIC entered into an agreement with Three Point Capital Corp MIC which saw the sale of its performing mortgages to Three Point Capital Corp. This company is in a controlled wind down of operations and accordingly does not issue shares to new purchasers; no PMIC shares are offered by TPCWM.

We offer access to a limited number of products

We do not offer a wide range of products from variety of issuers or sectors. **Rather, we offer a very limited number of products from a related/connected issuer – one that we have a relationship with and are not independent from.** The products that we offer may not be suitable for everyone. **Our Dealing Representatives can only provide advice regarding the products that we offer and cannot provide you with advice on other investments** or asset classes that may be beneficial for you to invest in. The impact to clients is also that, should you wish for advice about other securities, you will need to seek out a different registered firm. We address this conflict by providing this disclosure so that you understand the limitations of our services and have no expectations of broader services.

Outside business activities (multiple employers)

Our Dealing Representatives, supervisory staff and directors are engaged in other business activities outside of their duties with TPCWM, which may include being a director, officer, licensed mortgage broker or employee of a related entity or related issuer. Registered individuals with multiple employers are considered to be exposed to certain conflicts of interest, including the potential for biased judgement and added incentive to sell the securities offered by TPCWM when they are also directors, officers, or employees of a related entity or issuer. While we have policies and procedures in place to mitigate these conflicts, it is impossible for these conflicts of interest to be completely eliminated. Outside business activities also include volunteer activities with charitable organizations, industry associations, etc.

We address this conflict by having controls in place for reviewing (including initial approval of and ongoing monitoring of) the outside business activities of our Dealing Representatives and providing this disclosure. We will not allow a director, officer, employee or representative to proceed with an outside activity if we determine that the outside activity will interfere with the proper discharge of the individual’s duties to us and our clients or will otherwise give rise to a material conflict of interest that cannot be addressed in our clients’ best interest. It is also a requirement that our dealing representatives must at all times ensure that they make it clear to clients when they are acting on our behalf and when they are acting in any other capacity.

Compensation Arrangements

The sole source of revenue for TPCWM is a dealer services fee, which is fully described in this document in the section [“Understanding fees and compensation paid to us”](#). While clients purchasing the MIC do not pay a commission or a trailer fee or any kind of fee for making a purchase, this dealer services fee to TPCWM is ultimately a cost to all MIC holders and therefore impacts a client. No compliance or supervisory staff at TPCWM receive compensation or bonussing from TPCWM based on sales volume. Dealing Representatives compensation at TPCWM is not variable based on sales volume, and does not include any commission, trailer fee, or sales bonus based on the amount of sales of securities they make. One Dealing Representative has a small administrative bonus, paid by a related entity and not TPCWM, which is capped at 5%

of total personal compensation within the combined entities, which calculation is based on various factors. We address the conflict of all compensation arrangements by having controls about such arrangements (including cap limits) and providing this disclosure.

Referral arrangements

We may enter into referral arrangements whereby we pay or provide a fee or other benefit for the referral of a client to us, or whereby we receive a fee or other benefit for the referral of a client to another entity. Referral arrangements may be entered into both with other registrants and with non-registrants. Because we may receive monetary or other benefits in connection with referrals, this is a material conflict of interest with that referred client. To control this potential conflict, we have policies and procedures to ensure that fees or benefits are appropriate and do not provide inappropriate incentives, and that any referral by us is in the client's best interest. **We do not currently have any referral arrangements**; see further in this document in the section "[Referral Arrangements](#)".

Use of leverage with related party

We also have an internal policy that a DR cannot make a recommendation to a client to borrow to invest by use of a mortgage obtained through any entity related to us, including TPCM, secured by the client's home or other property, and then use those borrowed monies to buy securities available for purchase through us as the Exempt Market Dealer. We prohibit this type of transaction as this is an unacceptable conflict of interest.

Complaint handling

Addressing a complaint by a client can create a potential conflict if the firm has a choice between addressing the complaint in a manner that is beneficial to TPCWM or addressing the complaint in the best interests of the client. The potential risk to you is that we act in our own business interests. To control this potential conflict, the firm has adopted policies and procedures for the handling of client complaints, described further in this document in the section "[Complaint process and dispute resolution](#)".

Other conflicts of Interest matters

We have policies in place to avoid certain conflicts entirely, or we will engage in certain conflicts only when it can be addressed in the best interest of the client and specifically disclosed with that particular client at the time of that conflict. This is meant to capture conflicts which have unique fact circumstances, and which do not inherently apply to all clients of TPCWM. Should we become aware of a conflict of interest between TPCWM or its registered persons and you as a client that has not been addressed in this document, then we will communicate with you if we determine that conflict can be addressed in your best interest and would, at that time, include written disclosure to you if we make that determination. This may require your signature of acknowledgement on a separate document at that future time. We alternatively may avoid that unique conflict at that future time if we cannot address it in your best interest.

Changes

Our conflict of interest disclosures may change from time to time, for example, if we later consider we have another material conflict that we have not previously disclosed to you or we significantly change how we address a conflict in our client's best interest. Any changes will be communicated to you from time to time by revision of this document.

Custody of assets

While TPCWM does not have custody of assets such as client cash or securities, in the view of provincial regulators, we have access to client assets due to our close relationship with the Issuer, Three Point Capital Corp., and the Manager, Three Point Capital Management Corp. Some or all staff members employed by TPCWM are also employed by the Manager and/or Issuer.

Cheques received by TPCWM for a client purchase of Three Point Capital Corp. MIC Shares or MIC Notes are passed on to the Manager and staff of the Manager deposit these cheques into the TPCC MIC General Account held at a Canadian financial institution. TPCWM does not accept cash. All cheques must be made payable to Three Point Capital Corp. and cannot be made payable to a DR or to TPCWM.

Non-registered accounts (also referred to as “cash accounts”) can be opened directly through us. The Manager, acting under a management agreement with the Issuer, maintains the central securities register and will provide you with one or more physical share certificates for shares of the Issuer’s securities that you purchased. The Manager will not maintain custody of your shares. For payment instructions, refer to the subscription documents.

If you wish to purchase MIC shares in a **third-party self-directed registered plan** (e.g. RRSP, RRIF, TFSA, etc.), TPCWM will provide documentation for a third-party Trustee who has agreed to hold such securities in a self-directed registered plan, which Trustees may include Olympia Trust or others. For MIC Shares purchases, the Manager sends the share certificates to the Trustee. Some Trustees may not handle certain exempt securities in certain plans. We will make Trustee applications and forms available for you to complete and sign and TPCWM will be listed as the dealer that sold you those investments. These are forms of the Trustee and are not TPCWM forms. Refer to the Trustee forms for payment instructions.

Our obligation to know our clients and assess trade suitability

TPCWM must determine that any investment action we take on your behalf or recommend is suitable for you and puts your interest first. To meet this obligation, we need to know certain things about you (“**KYC information**”). We will collect information on our Know Your Client (“**KYC**”) form and any supplementary forms including, but not limited to, your address, date of birth, Social Insurance Number (SIN) or other tax identification number, tax residency, occupation, income, detailed financial position, specific investment objectives, risk tolerance, risk capacity, time horizon, and investment knowledge.

To comply with the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* and other relevant legislation, we take reasonable and appropriate measures to establish the identities of clients, persons authorized to give instructions, beneficial owners, and others, and we do not permit any trade until the identity of these persons is verified.

A TPCWM Dealing Representative will make an assessment about whether you are **eligible** to purchase an exempt security we offer and whether a purchase of a particular exempt security is **suitable** for you based upon the KYC information we collected. We encourage you to provide full and accurate KYC information, as we will rely on it for determining suitability. We reserve the right to refuse to execute any purchase which we believe to be unsuitable. We may be unable to facilitate purchases for clients who do not provide the necessary information as securities regulators require

that we collect this information and use it to conduct our eligibility and suitability assessments. We will provide you with a copy of the completed KYC form, along with other disclosure documents that apply to your account.

For any subsequent purchases, we will ensure that the information on your KYC form is updated if the form was completed more than 12 months earlier or if we become aware of a material change in your information that could affect what type of investments are suitable for you (e.g. a change in your income, investment objectives, risk tolerance, risk capacity, time horizon, net worth, etc.).

Understanding fees and compensation paid to us

We want you to be an informed investor and understand any fees you pay or compensation we receive from investments you purchase through us.

TPCWM receives a monthly dealer service fee from the MIC, in order to compensate us for our activities as a dealer. This percentage fee is based on the amount of the MIC capital, and therefore will increase or decrease over time based on changes in the MIC capital. This is not a “commission” as it does not apply to a particular purchase, or whether there are any purchases, and is a fee meant to provide reasonable operating revenue to the EMD for providing dealer services. **TPCWM will not receive commission or trailer fees on any purchases or ongoing holding of products you purchase through us.** Each month the MIC pays TPCWM an amount totalling 1/12 of 0.3% of the MIC’s share capital for Dealer Services.

Although the Dealer Services fees are not charged to you directly, but are deducted from the returns of the MIC, the payment of Dealer Fees will lower the rate of return on your investment, because paying the Dealer Services fees increases the MIC’s expenses.

TPCWM does not charge you a fee to operate an account, meaning there are no fees payable by you to us as the exempt market dealer to open, maintain, transfer or close your account. Should we determine in the future to impose such fees, you will receive at least 60 days advance written notice.

Understanding fees and compensation paid to others

There are other fees that may be associated with your accounts or investment holdings, where TPCWM does not receive this compensation, which can include the following:

Trustee account fees: As indicated above, while we do not charge operational fees for accounts held directly with us, if you have an account open at a Trustee, such as for a registered plan, the Trustee will have their own fee schedule. These Trustee fees can include annual administration fees, fees for partial or full deregistration of certain registered plans, transfer fees, etc. These Trustee fees differ by Trustee, and will be itemized on the Trustee’s fee schedule. These Trustee fees are charged and retained by the Trustee and are not shared with TPCWM as the EMD;

Fees associated with a particular security: There following are fees and costs associated with the MIC Shares:

- The MIC pays the Manager a Management fee for its services equal to a percentage of net assets under management based on the following schedule:
 - o 1.95% up to \$100 Million;
 - o 1.75% from \$100 Million to \$150 Million; and
 - o 1.50% over \$150 Million;

- The MIC pays Transfer Agent Fees to the Manager of \$85 per share transaction;
- The MIC pays commissions and trailer fees to third party exempt market dealers (under terms of dealer engagements); and
- Various costs and expenses paid to unrelated parties for the administration of the security such as legal and administrative costs.

While these charges are not paid directly by you, they are important as they reduce the investment return on the MIC shares. Please see the Offering Memorandum or other offering document for a full description of the costs and fees associated with the MIC Shares and discuss these with your Dealing Representative. There are no fees associated with the MIC Notes, as these securities as offered by TPCC pay a fixed interest rate (based on an external reference rate). The MIC Notes are available only to a limited number of purchasers and may not be available at all times and which offering is subject to change.

Redemption fees are not charged on redemptions of MIC Shares when those were purchased by you through us. Please see the Offering Memorandum for details of when these charges apply in other situations. There are no redemption fees charged on the MIC Notes. These fees, when applicable, are paid to the MIC, for the benefit of all MIC shareholders.

Reporting you will receive

We will send you the following client reporting (when and if applicable as described):

Trade Confirmations:

TPCWM will provide you with a trade confirmation promptly following a transaction for which we have acted for you. The trade confirmation will include the details of the transaction (security name, quantity, price, etc.) and any transaction charge or redemption charge paid with respect to the transaction;

Account Statements:

Where we have determined we are in a **transactional relationship with you** (*which means we and you do not expect to conduct further transactions and where we do not receive any ongoing compensation from the issuer relating to your holding*), then we will provide one transaction statement at the end of the quarter in which your purchase was made. The account statement will include the transaction details for all transactions which occurred within the three months covered by the statement. The MIC, as Issuer, will provide ongoing account statements on a quarterly basis;

Where we have determined we are in an **ongoing relationship with you** (*which means we and you have or expect to conduct other transactions or where we do receive ongoing compensation from the issuer relating to your holding*), then the Manager will provide an account statement for your account on a quarterly basis. The account statement will include the transaction details for all transactions which occurred within the three months covered by the statement as well as the market value for any security on the statement. **It may not always be possible to determine a market value for exempt market securities** (because they do not trade on a marketplace). The Manager will show on any statement any market value used;

Annual Compensation and Charges Report:

Because TPCWM does not anticipate receiving any direct compensation related to your account or imposing any direct charges to your account, you will not receive this report; and

Annual Investment Performance Report:

Because TPCWM is not able to determine a market value for the shares, you will not receive this report, as the formula used to calculate money-weighted rate of return may result in an incorrect or misleading number.

Types of Risks with Exempt Market Securities

Investment products sold in the prospectus-exempt market are only suitable for investors who are qualified to purchase the securities, and who have the ability and willingness to accept the risks associated with exempt market securities. The types of risks that you should consider when deciding to purchase an exempt security include:

Lack of liquidity: There is generally **no public market** for exempt market securities and you may not be able to sell your MIC Shares. **You should understand that the MIC is not publicly traded on a stock exchange** and is subject to certain limitations as outlined in the Offering Memorandum.

Redemption restrictions: While the MIC provides for the ability to request a redemption of the MIC Shares by a shareholder, such requests may be subject to maximum aggregate redemption limits or other restrictions or limits. These limitations on redemptions, which are at the sole discretion of the directors of the MIC, may restrict your ability to sell or liquidate your investment at will. Please see the MIC's **Offering Memorandum** for full details.

Before purchasing an exempt market security, you should carefully consider the following scenarios:

- If you need to access cash (for an emergency or otherwise), it may be difficult or impossible to sell your exempt market security in a timely fashion. Therefore, it is prudent for you to have access to cash or securities which can be quickly sold for when you need cash; and
- If you are unhappy with the performance of an exempt market security, it will likely be very difficult or impossible to sell your exempt market security for the purpose of re-allocating your investment dollars to something else. **You must therefore be prepared to hold your exempt securities for extended periods of time through potentially adverse performance periods or events.**

No guarantees: There is no guarantee of payment of distributions. See the Offering Memorandum or other offering document for a fuller discussion of these risks.

Concentration risk: Exempt market securities, such as the MIC securities, are often concentrated in certain industries (e.g. real estate) and geographic areas. These are not broadly diversified investments and might be suitable as a portion of your overall investment holdings but may not be suitable to make up the entirety of your investment holdings.

Reliance on management: Investors must rely on the skill, judgment, and good faith of the manager of an investment. Investors will not have control over management decisions.

Conflicts of interest: The majority of the directors of the MIC and of the Manager are employed by or act in other capacities for other companies and investors involved in mortgage and lending activities.

It may be difficult for some of the directors or the manager to exercise independent judgement about certain matters.

Prospectus-exempt security risk: Exempt products are sold under certain statutory prospectus exemptions which relieve the issuer from having to file a prospectus. Investing in securities for which there is no prospectus may be riskier than investing in those offered under a prospectus as they lack certain protections provided to securities offered under a prospectus and, furthermore, do not have the same requirements for providing information to you.

The above is a limited list of risks to consider when investing. Please see the list of risks described in detail in the product's Offering Memorandum ("OM") or disclosure document as applicable. The OM contains important information about a security, including a description of the security's investment strategies, fees, expenses and risks. If we are relying on the Offering Memorandum exemption to qualify you for a purchase, we are required to provide you with an electronic or paper copy of the security's OM prior to placing a purchase for you. **We encourage you to read the Offering Memorandum or disclosure document carefully before making an investment decision.**

If the Issuer is relying on the Accredited Investor exemption or Friends/Family/Close Business Associates exemption for the purchase of the MIC Notes, there is no offering memorandum, and you will be provided only a subscription document.

Using borrowed money (leverage) to invest

Using borrowed money to finance the purchase of securities involves greater risk than using cash resources only. The purchase of securities using borrowed money magnifies the gain or loss on the cash invested and this effect is called leveraging. If you borrow money to purchase securities, your responsibility to repay the loan and pay interest on the loan as required by its terms remains the same even if the value of the securities purchased with the borrowed money declines.

We also have an internal policy that a DR cannot make a recommendation to a client to borrow to invest by use of a mortgage obtained through any entity related to us, including TPCM, secured by the client's home or other property, and then use those borrowed monies to buy securities available for purchase through us as the Exempt Market Dealer. We prohibit this type of transaction as this is an unacceptable conflict of interest.

Benchmarks not provided

An investment performance benchmark is a market or industry sector index against which you can measure the relative performance of your investment. By comparing your investment to an appropriate benchmark, you can see how your investment performed compared to the market or industry sector in general. An appropriate benchmark should reflect a similar asset class, industry sector and/or risk level in order to be comparable to the investment you are assessing the performance of. TPCWM does not currently provide benchmark comparisons in our account reporting to our clients.

Referral arrangements

We may enter into arrangements where we pay a third party a referral fee for them having referred a client to us, or where we receive, from a third party, a referral fee. Referral fees can also include non-monetary benefits. In situations where TPCWM is paying out a referral fee with

respect to your account, before any referral fee is paid out by us, we will provide you with the details regarding the referral arrangement and the referral fee amount or calculation, which referral disclosure form you must acknowledge and sign before we proceed. If we are receiving a referral fee, it is the third party who would be providing a referral disclosure form to you. **We do not currently have any referral arrangements.**

Complaint process and dispute resolution

We encourage you to direct any complaint you have about TPCWM to our Chief Compliance Officer so we may have the opportunity to resolve your complaint, telling us what went wrong, when it happened, and what you expect to happen as a resolution. We will acknowledge receipt of your complaint in writing as soon as possible, typically within five business days of receiving your complaint, and will provide you with more detailed information about our complaint handling process. In most cases, you can expect to receive a final response and decision from us (after our investigation of the matter) within 90 days of receiving your complaint. If we cannot resolve the complaint to your satisfaction, you are entitled to the services of the Ombudsman for Banking Services and Investments (“OBSI”). OBSI is the required independent dispute resolution service provider (outside of Quebec) and provides services at no cost to you.

If we do not provide you with our final response within 90 days of receiving your complaint, you have the right to contact OBSI for a further review of any complaint relating to trading or advising activity. You also have the right to contact OBSI within 180 days of receiving our final response if your complaint is not resolved to your satisfaction. OBSI can recommend compensation of up to \$350,000. Time limits apply. OBSI can be reached by telephone at 1-888-451-4519, by e-mail at ombudsman@obsi.ca or at www.obsi.ca.

Our privacy policy

At the time of account opening and on an ongoing basis, clients disclose personal and confidential information to TPCWM, including personal identification and financial information. We retain this information in a secure manner for extended periods as required by industry regulations, in paper and/or electronic form. Our staff (whether employees, agents, directors, or officers) will comply with all legislation and our privacy policy in connection with the collection, use, and protection of such information. **TPCWM has adopted the Privacy Policy of the Three Point group of companies, which Privacy Policy is available on the website (www.threepointcapital.ca).**

In certain circumstances, TPCWM may be required to disclose your personal information, including as the result of judicial or other government or regulatory requests or orders. We may also be required to disclose your account information to the Canada Revenue Agency or to international tax authorities. For example, as a result of FATCA (Foreign Account Tax Compliance Act) and CRS (Common Reporting Standard), information related to U.S. Persons and tax residents of countries outside Canada may be transmitted to the CRA who, in turn, shares this information with the IRS (for the U.S.) or other country’s tax authority.

Should TPCWM become aware or suspect that an account is engaged in money laundering or terrorist financing, it is our duty to report to the Financial Transactions and Reports Analysis Centre of Canada (“FINTRAC”) and law enforcement. This reporting will not be deemed a breach of our privacy policy or any other prohibition that is imposed by law or otherwise.

TPCWM has entered into agreements with related entities and third-party service providers to

provide services or access to systems that are needed for us to offer exempt market dealer services to you. These agreements contain confidentiality clauses covering the use of your personal information.

Providing Trusted Contact Person Information

In order to help protect you from financial exploitation, abuse and fraud, we will request that you provide us with the name and contact information of a trusted contact, and authorize us to contact this person and to release confidential information about you or your account(s) to the trusted contact if we believe that financial exploitation, abuse or fraud has occurred, is occurring or may be attempted, or we have concerns about your decision-making capacity. Although you are not required to provide us with a trusted contact, by providing us with a trusted contact you are enabling us to help protect your interests.

A trusted contact is typically a reliable friend, family member or other individual of your choosing who you believe has your best interest in mind and who can speak to us about your health, mental capacity, and your financial circumstances where we suspect financial exploitation, abuse or fraud or we have concerns about your decision-making capacity.

You may provide us at any time with the contact information of a trusted contact. We will provide you with a form for this purpose which contains additional information about trusted contacts.

We will only contact the trusted contact if financial exploitation, abuse, or fraud is suspected, or we have reason to believe that you have diminished or loss of mental capacity. We may also reach out to your trusted contact if we are unable to reach you and are seeking your current contact information. It is up to our discretion whether or not a trusted contact is contacted.

Temporary holds on your account

If we have reasonable belief that financial exploitation or fraud has occurred, is occurring, or will be attempted on your account; or have a reasonable belief that your judgement may be impaired, we may place a temporary hold onto your account. A temporary hold is not intended to be a hold on your entire account, but rather, over a specific purchase or sale of a security or transfer of cash from your account. Transactions unrelated to the suspected financial exploitation or lack of mental capacity will not be subject to the temporary hold. If a temporary hold has been placed on any part of your account, you will be notified by us as soon as possible after placing the hold. Holds can be placed up to 30 days, after which the period can be extended for subsequent 30 day periods and if so, you will be provided notice on our decision as to the reasons to continue the hold.

Shared services and premises

TPCWM operates solely for the purpose of distributing the MIC securities (whether the MIC Shares or MIC Notes), and as such has no revenue independent of this relationship. The MIC provides monetary funding to TPCWM (as described in *“Understanding Fees and Compensation Paid to Us”*). In addition, the Manager has agreed to provide TPCWM with other resources to meet certain TPCWM operational requirements by way of a services agreement. Those operational requirements include, but are not limited to, resources as needed from the human resources, administration, legal, accounting, and information technology areas of the Manager. In addition, TPCWM shares the use of common premises with the Manager and the MIC. We have confidentiality and access policies in place to control access to TPCWM client and business records.

Contact us

If you wish to obtain further information concerning your relationship with TPCWM, or if you have any questions or concerns with respect to the information provided here, please contact:

Marylyn Needham, Chief Compliance Officer
marylyn@threepointcapital.ca
1980 Cooper Road, #210
Kelowna, BC V1Y 8K5
Phone: 1-800-979-2911

Client Acknowledgment

Client responsibilities

It is your responsibility to:

- review all account documentation copies that TPCWM provides to you, including the KYC Form, along with trade confirmations and statements, in order that you remain informed about your account(s);
- contact a Dealing Representative if you have questions about any transactions or investments that you have made through TPCWM; and
- contact a Dealing Representative if any of your KYC information has changed before making a subsequent purchase.

We thank you for staying informed about your investments and keeping us informed about you.

Consent to electronic delivery of documents

By checking the box marked “yes” below, you consent to receive e-mail delivery of any notice that TPCWM is obligated to send including, but not limited to, trade confirmations, account statements and updates to this document, or e-mailed notices or reminders to access these documents through a secure internet portal.

For up to seven years past their issue date, you may request at no cost, a paper copy of any documents that have been delivered electronically to you by contacting the Chief Compliance Officer at the telephone number and e-mail found in this document. At any time, you may revoke your consent to receive such materials through e-mail by notifying the Chief Compliance Officer in writing. Any changes to your authorized email address must be submitted to TPCWM in writing.

We may provide you documents by paper delivery if we are unable to provide electronic delivery. Any paper delivery will be provided to you at the most current mailing address that we have on file for your accounts.

You acknowledge that email is not a secure form of communication; emails we send are not encrypted, and information sent by email may be intercepted by third parties who may be malicious (e.g. hackers). By consenting below to receive electronic delivery of documents, you accept the risks inherent in using email and will not hold TPCWM liable for any damages resulting from the use of email.

Please select **one** of the two options below:

YES, I/we consent to electronic delivery of documents or notices about those documents being available on a secure internet portal. These documents will be sent to the email address I/we have provided below to TPCWM. I/we understand that TPCWM may provide certain items by regular mail even having received this consent. (Please note that CASL consent in the section below is also required even if you choose this “yes” option.)

| | |
|----------------|--|
| Email address: | |
|----------------|--|

(Note: any changes to your authorized email address must be submitted to us in writing.)

NO, I/we do not consent to electronic delivery of documents or notices about those documents but prefer to receive them by regular postal mail.

Request for CASL consent to email (Canadian anti-spam legislation)

Please select **one** of the two options below:

YES, I/we consent to the use of email. I/we consent to receiving email (also called “commercial electronic messages”) from TPCWM and its representatives, which may include newsletters and occasional updates. I/we understand that I/we can unsubscribe from receiving emails at any time through a link in the email or may do so by contacting TPCWM by mail or telephone. Electronic messages will be sent to the email address I/we have provided below to TPCWM. I/we understand that TPCWM may continue to send some items by regular mail even having received this consent.

| | |
|----------------|--|
| Email address: | |
|----------------|--|

(Note: any changes to your authorized email address must be submitted to us in writing.)

NO, I/we do not consent to receiving email (also called “commercial electronic messages”) from TPCWM and its representatives. I/we understand that TPCWM will send correspondence to me/us by regular postal mail.

Client Signature

By signing below, I/we confirm I/we have read and understood the information contained in this document, including the fact that only a very limited number of securities can be purchased through the Firm. I/we have had the opportunity to discuss the contents of this Relationship Disclosure Information document with a Dealing Representative of Three Point Capital Wealth Management Inc.

| FOR INDIVIDUALS | | Joint Party <i>(if applicable)</i> |
|-------------------|--|------------------------------------|
| Client Name: | | |
| Client Signature: | | |
| Date: | | |

| FOR ENTITIES | | |
|--------------|--|--|
| Entity Name: | | |
| | Name and Title of Authorized Signatory #1: | Name and Title of Authorized Signatory #2: |
| | | |
| Signature: | | |
| Date: | | |
| | | |