

Relationship Disclosure Information



1. Introduction

In this relationship disclosure information document (the “RDI”) we provide important information concerning the relationship between Focus Asset Management Ltd. (“Focus”, the “Firm”, “we”, “our” or “us”) and our clients (“clients” or “you”).

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

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

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

200 King Street West
Suite 610
Toronto ON M5H 3T4 CAN
Phone: (416)815-1800

Alternatively, please contact your Focus adviser.

2. Who We Are

Focus is registered as a Portfolio Manager in the provinces of Quebec, Alberta, British Columbia, Manitoba, Nova Scotia, Saskatchewan, and Ontario. Focus is also registered as an investment fund manager in the provinces of Ontario and Quebec. Focus provides independent investment management services to individuals, institutions, and other organizations.

3. Our Products and Services

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

Proprietary Funds: If you enter into an investment management agreement with us, we may create an investment policy statement that will have some of your assets invested in certain Focus proprietary pooled funds including the FAM Balanced Fund, FAM Registered Balanced Fund, Focus Dividend Equity Fund, Focus Core Equity Fund, Focus Fixed Income Fund, Focus Credit Opportunities Fund, Focus Private Debt Fund Limited Partnership and the Focus Infrastructure & Real Assets Fund Limited Partnership (the “**Focus Funds**”). Focus utilizes these proprietary funds to provide certain access and economies of scale to its clients. Any investment in our proprietary funds is done in accordance with: i) our suitability

obligations – to ensure each investment is suitable and placing your interest first; and ii) our conflict of interest obligations, please see below for our conflict of interest disclosure.

4. Suitability Assessment

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

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

To meet our suitability obligation, we must also "know" and understand each investment we place you in. Through our "know-your-product" ("KYP") due diligence process, the firm analyzes every investment we place you in or recommend to you. Our KYP process is coordinated by the firm's advising representative(s), as applicable. Without limitation, as part of the firm's KYP process, we generally consider such things as the reputation and track record of the investment product, the potential for profit and loss, the associated risk level and potential for conflicts of interest, the investment's time horizon and complexity and the specific features of any investment, including costs and fees, liquidity, redemption rights and the frequency, completeness and accuracy of an issuer's disclosure.

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

5. Fees and Operating Expenses

Focus charges an annual management fee for the services provided under the investment management agreement as a percentage of the market value of the assets under management. Please see Schedule C of your investment management agreement for more information.

Fees are expressed in annual rates. All fees are collected on a quarterly basis based on the market value of your portfolio as at the end of the relevant calendar quarter. No increase in the management fee shall be effective without prior written notification to you.

In addition to our management fee, you may also incur certain charges imposed by unaffiliated third parties. Such charges may include, but are not limited to, fees charged by independent managers, custodial fees, brokerage commissions, transaction fees.

6. Related and Connected Entities

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

7. Custody of Your Assets

We will only act as your portfolio manager if you have established a custodian account for the safekeeping of your investment portfolio. Focus has an agreement with National Bank Independent Network (“NBIN”) as the preferred custodian for our clients, although you may use a different custodian if you choose. If you have granted us discretionary authority to act as your portfolio manager of assets on your account with NBIN pursuant to an investment management agreement the following applies to you:

Focus Asset Management Ltd. (the “Focus”) and National Bank Independent Network (“NBIN”), a division of National Bank Financial (“NBF”) have entered into a Portfolio Manager Services Agreement (the “PM Services Agreement”) pursuant to which NBIN has agreed to provide certain services including: (i) establishing and servicing an account in your name (the “account”); and (ii) providing certain administrative services in connection with the account; and (iii) executing trades for your account. NBF holds your assets in the account as custodian. Under the PM Services Agreement, Focus is responsible for providing NBIN with all instructions related to securities transactions to be executed for the account, ensuring such transactions are suitable for you and for complying with all applicable “know your client”, “know your product” and anti-money laundering obligations (the “Arrangement”).

The Arrangement with NBIN is intended to enhance the protection of client assets since NBIN is a qualified custodian that is functionally independent from the Focus. Although Focus will monitor the services performed by NBIN and believes that they are an appropriate custodian, in the event of the bankruptcy or insolvency of NBIN, there is no certainty that you will not incur losses due to your assets being unavailable for a period of time, the ultimate receipt of less than full recovery of your assets, or both. You will only pay custody fees on assets held in an account at NBIN that are not directly invested in either one of the Focus Funds or any other exempt investment as detailed by NBIN in the PM Services Agreement.

With the exception of certain standing instructions we may collect from you, we do not hold or have access to your assets. Any agreed upon management fees charged by us are payable directly from your account.

Client Reporting

NBIN will provide you with monthly reports in respect of your account. The reports will contain transaction information covering each transaction that was made in the account during the relevant period and a description of the assets held in the account, as required by applicable law. Both Focus and NBIN are responsible for ensuring that the information in the statements you receive from NBIN is complete and accurate. Please contact us at the email address set out in this agreement. Focus will provide you with an

annual report on charges and other compensation and an annual investment performance report, as applicable. The assets in the account will be held by NBF at its office in Toronto.

8. Your account Statements and Reports

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

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

9. Risks Associated with Investing

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

Before finalizing an investment policy statement for your Focus-managed account(s), carefully consider your investment goals, your level of risk tolerance and the risks associated with the type of securities that Focus might recommend to you or purchase for your account. The following are risks that might affect your investments.

- **General market risk** – the risk that the performance of or outlook for an industry, sector, region, or country or the general economic, social or political climate might negatively impact securities in general.
- **Interest rate risk** – the risk that a change in interest rates will have a negative effect on the value of fixed income securities or the securities of entities highly affected by interest rate levels.
- **Currency risk** – the risk that a security denominated in a currency other than Canadian dollars will be adversely impacted by changes in the value of the Canadian dollar in relation to the value of the currency in which the security is denominated.
- **Inflation risk** - risk of decline in the purchasing power of the client’s savings due to a general rise in prices.
- **Security risk** – the risk that the issuer of a security will not meet its business, financial and other goals and that this will have a negative effect on the value of the issuer’s securities.
- **Default risk** – the risk that the issuer of a security will be unable to pay the interest, dividends or other payments owed to you and the associated risk that the market value of the security will be negatively affected as the possibility of a default increases.

- **Foreign market risk** – the risk of heightened volatility in the price of a security and/or a heightened possibility of financial loss as a result of the security being issued in or subject to the laws of a foreign jurisdiction.
- **Concentration risk** – the risk that focussing security holdings in a particular issuer, group of issuers, industry, sector, country or region or to produce a particular impact will entail more market value volatility and a greater risk of financial loss than if security holdings were more diversified.
- **Derivative risk** – the risk that the counterparty to a derivative contract will not meet its obligations.
- **Liquidity risk** – the risk that a security can not readily be converted into cash when required.

10. Using Borrowed Money to Purchase Securities

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

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

11. Use of Benchmarks

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

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

The following benchmarks may be provided to clients as part of their review package for information purposes only.

- The RBC Broad Bond Index is a broad measure of the Canadian investment-grade fixed income market, weighted by market capitalization.
- The S&P/TSX Composite Index is a widely known equity index of Canadian publicly traded, large-capitalization companies.
- The S&P 500 Index is a widely known equity index of the 500 leading publicly traded, large-capitalization companies in the US stock market.

- The Canadian and United States Consumer Price Index are measures for each respective country that examines the weighted average of prices of a basket of consumer goods and services to assess price changes associated with the cost of living.

12. Your Privacy

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

13. Conflicts of Interest

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

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

Whether a conflict is “material” or not depends on the circumstances. In determining whether a conflict is material, we will typically consider whether the conflict may be reasonably expected to affect the decisions of our clients in the circumstances, and/or the recommendations or decisions of the Firm or its registered representatives in the circumstances.

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

1. Proprietary Products and Connected Issuers

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

Focus’s business model includes managing certain proprietary funds including the FAM Balanced Fund, FAM Registered Balanced Fund, Focus Dividend Equity Fund, Focus Core Equity Fund, Focus Fixed Income Fund, Focus Credit Opportunities Fund, Focus Private Debt Fund Limited Partnership and the Focus Infrastructure & Real Assets Fund Limited Partnership (the “**Focus Funds**”). The Focus Funds are connected/related to Focus because the Firm established the Focus Funds and acts as their portfolio

manager and investment fund manager.

Regulators have noted that where a registered firm distributes securities of connected/related issuers, a material conflict of interest exists because Focus may have an incentive to recommend the Focus Funds to its clients over other third party funds that do not provide similar incentives. Focus may also be incented to fail to disclose or provide inadequate disclosure to investors about the Focus Funds in cases where there is negative information (for example, where a company owned by one of the Focus Funds is experiencing financial difficulty), resulting in investors taking on more risk than they could, or wish to, bear.

Focus takes the following steps to mitigate the actual and potential conflicts of interest described above:

- Advisers and Dealers at Focus are not directly compensated for recommending any specific products to their clients including the Focus Funds.
- On an annual basis, Focus conducts an analysis of similar funds available to a similar client base. Focus is comfortable that the Focus Funds compare favorably to these similar funds.
- Focus has policies and procedures in place to ensure that its representatives conduct a suitability analysis before purchasing the Focus Funds in a managed account. This suitability analysis ensures that the Focus Funds are appropriate for that client. Certain types of clients may be able to waive this suitability.
- In conducting its suitability analysis for a client, each representative of Focus will have a thorough understanding of: (i) the structure and features of the Focus funds; and (ii) amongst other client information, the personal and financial circumstances of that relevant client.
- Focus has retained independent legal and regulatory counsel to provide ongoing training regarding a representative's suitability obligations when investing client assets into the Focus Funds.

2. Internal Compensation Arrangements

Focus's employees may be perceived as incentivized to recommend certain products or services over others. Specifically, Focus employees could be perceived as motivated by the Firm to encourage the purchase of any of the Focus Funds.

Focus takes the following steps to mitigate the actual and potential conflicts of interest described above:

- Employees are not compensated based on the sale of certain products or services. Compensation is based on a fixed annual salary with bonuses that relate to the overall success of the firm. Registered individuals are not offered any incentives to recommend any product or service over other alternatives.

- The Chief Compliance Officer reviews client files and suitability recommendations of registered Focus employees from time to time. Focus employees understand that any variable bonus compensation could be affected if suitability issues are found during these reviews.

3. Conflicts at the Supervisory Level

One of the mitigation tools that Focus uses to control for the compensation conflicts of its employees (see Item 2 above) is a Chief Compliance Officer review of suitability recommendations. However, it may be perceived that the Chief Compliance Officer himself could be conflicted during these reviews in that he also may receive variable bonus compensation. To address this conflict, Focus has structured the compensation of its Chief Compliance Officer such that no portion is tied to the sales or revenue generation of the firm or of an individual staff member that is supervised.

4. Fee Based Accounts

Focus could be conflicted where it holds commissioned based securities in fee-based accounts. Specifically, it could be perceived that Focus is obtaining dual compensation in that it is earning any fees associated with the management of the account while also recommending securities that drive additional compensation to Focus. This is sometimes referred as “double charging” the client. However, as Focus does not charge a fund management fee for any of its Focus Funds invested through a fee-based account, Focus will never “double charge” a client.

5. Outside Activities

Focus’s registered individuals may become involved in other activities outside of their employment with Focus (e.g., sitting on boards of directors or providing volunteer services for a charity). These outside activities could: (i) impact the amount of time a Focus registered individual spends on Focus employment or registration obligations; and (ii) create a conflicting interest as to how a Focus registered individual discharges its obligations to Focus or its clients.

Focus has policies and procedures to ensure that all outside activities are reported to and considered by its Chief Compliance Officer. The Chief Compliance Officer will only approve such outside activities that do not conflict with Focus operations or obligations.

6. Best Execution

Focus may hire a brokerage firm to execute trades on behalf of the Focus Funds, or segregated client accounts, based on a pre-existing relationship, rather than objective qualitative or quantitative considerations. This is considered a best execution conflict of interest.

Focus has policies and procedures to ensure that when Focus directs brokerage transactions to brokers, the service is comparable to that which Focus may obtain from other brokers and the commission rates are equivalent to or better than those that would have been normally charged by the broker. Focus monitors the level of service provided by any broker retained to execute trades on behalf of Focus-managed accounts with respect to the cost and execution of trades.

7. Fair Allocation of Investment Opportunities

Focus manages both pooled funds and segregated client accounts (collectively referred to as “Accounts” or individually as an “Account”). It is Focus’ policy to ensure that it deals fairly, honestly and in good faith when allocating investment opportunities (which includes securities traded on public exchanges, private

equity issues or participation in an initial public offering) across all Accounts so that no single Account or type of Account will receive preference in the allocation of investment opportunities.

The principal determination when allocating investment opportunities among client Accounts is the suitability of the transaction given each client's particular investment mandate. When transactions are completed that will affect more than one Account they will be bulked together and executed as one block trade. Once the block trade is completed, or partially completed if the order needs to be executed over more than one trading day, each Account will be given its pro-rata share of the order so that all Accounts transact at the same price and pay the same rate of commission. If a block trade is completed using more than one Dealer, which results in materially different prices and/or different commission rates, then Accounts will be allocated their pro-rata share from each of the separate trades.

Where it is not possible to apply a rigid pro-rata formula when allocating a partially filled block order (for example, if the Dealer is only able to complete a very small portion of the total order) then other criteria will be considered in an attempt to ensure the allocations are fair and reasonable. Such considerations may include: the proportion of the portfolio that the traded security represents, the overall weighting of the asset class or industry sector for the traded security in the Account, the cash reserve position of the Account or the target weighting for the security in relation to the total size of the Account. If, for any reason, an investment opportunity cannot be allocated using a pro-rata formula that can be applied to all participating Accounts then every effort will be made to address trading inequities at the next opportunity so that every Account will, over time, receive equitable treatment in the allocation of investment opportunities.

When completing pro-rata allocations, any segregated Accounts that are managed solely for the benefit of an employee of Focus, or an immediate family member, will be filled only after all other Accounts receive their full allocation.

8. Personal Trading

Focus employees trade in the same securities as our clients. While some employees invest directly in the Focus Funds, others hold securities in Accounts that are segregated and therefore trades will be executed in the same individual securities held by our clients. Where this is the case, every attempt is made to have employees trade right alongside clients so that all Accounts are treated fairly.

Focus has created a personal trading policy that employees must adhere to when executing orders for any accounts where they, or an immediate family member, are a beneficial owner or where the employee influences control over the account. The policy has procedures in place that require pre-clearance for all trades and enforce a blackout period where trading is prohibited under certain circumstances. Employees are also obligated to attest on an annual basis to a full and complete list of all accounts that would be subject to this policy.

9. Gifts and Entertainment

While it is recognized that conducting business may involve some modest exchange of gifts and business-related entertainment, the value of such gifts and entertainment must not create a real or perceived conflict of interest and must not impair the independence or objectivity of the recipient.

Focus has policies and procedures in place with respect to the receipt or giving of gifts and/or entertainment. These policies and procedures require employees to contact the Chief Compliance Officer with any concerns about the receipt or giving of a gift or entertainment and whether that may create a

conflict of interest. Further, employees are required to notify the Chief Compliance Officer upon receipt of a gift or entertainment in excess of \$200 (on an individual basis).

14. Our Complaint Handling Process

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

If you are a resident of Quebec: Your independent service will be the Autorité des marchés financiers (the “AMF”). For more information about the AMF, please visit autorite.qc.ca. You can contact the AMF via telephone toll-free at 1-877-525-0337.

15. Your Protection as an Investor

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

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

16. Your Role in Our Relationship

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

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

Appendix A

Privacy Policy

Focus Asset Management Ltd. is committed to providing clients with the highest possible level of service. We understand how important it is to you, as our client, that we protect your privacy and the confidentiality of the personal information that you have entrusted to us.

As part of our commitment to you, we have established policies regarding the collection, use, disclosure and protection of your personal information. The points below outline what information we have, why we need it and how it is used, shared and protected. We also outline what rights you have with respect to your own privacy.

Privacy Policy

What Personal Information Does Focus Asset Management Have and Why do We Need It?

Personal information refers to information that identifies you. It is primarily collected when you first establish your relationship with Focus Asset Management through our account opening process; however, there may be future requests for updated information as circumstances change.

For a personal account this information would include your name, address, contact information, date of birth, occupation, marital status, social insurance number, current financial position, investment experience, risk tolerance and intended use of your account. We are also required to directly examine certain government-issued identification to assist in addressing anti-money laundering requirements.

For corporate, trust, estate and other non-personal accounts, we will need to obtain personal information about all persons authorized to provide directions and for all beneficial owners. We will also request to review original or notarized copies of documentation that confirm the existence of the entity.

We need your personal information in order to establish your identity, meet regulatory requirements and protect you and us from error and fraud. Most importantly, this information assists us in being able to provide you with the best possible service.

How Do We Obtain Your Personal Information?

Personal information is received directly from you or from your representative with your consent.

You always have the option of not providing the personal information that is requested; however, Focus Asset Management may not be able to open or maintain your account or provide services to you.

How Is Your Personal Information Used?

Your personal information is used to identify you, establish and administer your accounts, execute transactions and to provide you, or your authorized representative, with account statements, tax receipts and any other information that may be requested or needed to service your account.

Your information is also used in our internal business operations and is necessary in fulfilling our legal and regulatory requirements.

With Whom is Your Personal Information Shared?

Client confidentiality and privacy is one of Focus Asset Management's fundamental principles. We will never sell or distribute your personal information to others. However, there are circumstances where we may share your information with others outside of Focus Asset Management including:

- Third party service providers that Focus Asset Management hires to perform services on your behalf. We provide them with a limited amount of information in order that they may provide services including record keeping, document storage and statement preparation and distribution. They are prohibited from using the information provided for any other purposes other than to carry out the specific service they have been engaged to provide and they are not permitted to disclose this information to others.
- Your financial advisors, only where we have your written consent to do so.
- Government Agencies that regulate Focus Asset Management and its business, including (but not limited to) various Provincial Securities Commissions and Canada Revenue Agency.
- As permitted or required by law, Focus Asset Management is compelled to disclose personal information in response to a law, regulation, court order, subpoena, valid demand, search warrant or other legally valid request or enquiry. We may also disclose information to our accountants, auditors, agents and lawyers in connection with the enforcement or protection of our legal rights.

Where is your Personal Information Kept And For How Long?

Your personal information may be kept in electronic or paper format at the offices of Focus Asset Management or its third-party service providers. Your information may also be kept in secure off-site storage facilities.

Record retention laws and industry rules provide that we must keep and update all personal information for as long as an account is open and a service is provided to a client. We are also required to retain information for as long as legally necessary after a relationship ends in order to respond to any issue that may arise at a later date.

How Is Your Information Protected?

Client confidentiality and privacy is fundamental to the way we do business at Focus Asset Management. Our internal code of ethics requires all employees to maintain client confidentiality and each year our employees are required to certify in writing that they will comply with these high standards.

Policies, procedures, guidelines and safeguards have been put in place to ensure your personal information is protected. Our employees and service providers have access to your information to enable them to perform their duties in servicing you. Focus Asset Management maintains the highest standards of information security in order to prevent unauthorized access to your personal information. Most of your personal information is in the form of account documentation and transaction records which are both protected by physical locks, computer passwords and by limiting access to only those that need it to service your needs quickly, completely and accurately.

What Privacy Rights Do You Have?

Upon request, we will provide you with access to your personal information. In addition, we may provide you with a list of third parties to whom your information was provided.

Focus Asset Management encourages you to review any information received from us or our service providers on a regular basis and to contact us to correct inaccurate, incomplete or outdated information.

You may withdraw your consent for the use of your personal information by notifying Focus Asset Management in writing of your intention to do so. Legal and other requirements may prevent you from withdrawing consent. Also, your decision to withdraw consent may mean that Focus Asset Management is no longer able to open or maintain your account or provide any services.

If you have any questions or concerns regarding this Privacy Policy you may contact our Privacy Officer in writing at:

Focus Asset Management Ltd.
200 King Street West, Suite 610
Box 69, Toronto, Ontario
M5H 3T4

Appendix B
What To Do If You Have A Complaint

Our complaint process

Filing a complaint with us

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

200 King Street West
Suite 610
Toronto ON M5H 3T4 CAN
Phone: (416)815-1800

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

Tell us:

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

We will acknowledge your complaint

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

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

We will provide our decision

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

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

If our decision is delayed

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

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

Help us resolve your complaint sooner

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

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

If you are not satisfied with our decision

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

A word about legal advice

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

Taking your complaint to OBSI

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

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

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

Who can use OBSI?

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

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

Time limits apply

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

Filing a complaint with OBSI

Contact OBSI

Email: ombudsman@obsi.ca

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

OBSI will investigate

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

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

Information OBSI needs to help you

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

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