



Relationship Disclosure

1.1 Our products and services

We are registered in British Columbia, Alberta, Manitoba, Québec, and Ontario as an investment dealer, and we are a member of The Investment Industry Regulatory Organization of Canada. We provide investment management and advisory services. We must ensure investments are suitable and meet your investment objectives.

We offer a wide range of investment products, including stocks, bonds, money market and mutual funds. Your investment advisor can explain these investment products to you, as well as how they work, their risks and possible returns, and whether they are appropriate for you.

We offer an advisory account. With an advisory account, you approve all investment decisions, whether you have relied on the advice of your investment advisor. Advisory accounts may be either commission or fee-based accounts.

A commission-based account is an account in which you will be charged a commission for each transaction made for your account (buy or sell). Sometimes investments purchased on your behalf may also pay us fees, such as trailer fees in the case of mutual funds and agent's fees in respect of new issue business. In such cases, it is uncommon that you would incur any other additional charges in connection with the purchase of these investments or, in the case of a mutual fund or similar products, their sale.

A fee-based account is an account in which you will be charged a monthly fee (plus any applicable taxes like GST) based on a percentage of the value of the securities held in the account. This fee may be a flat fee based on the aggregate value of your account assets; a tiered fee based on the aggregate value of your assets; or different percentages depending on the type of investments held in your account (cash, bonds, stocks).

Commission and fee-based account rates are established by you and your investment advisor in accordance with industry standards and our firm's policies. For non-discretionary advisory accounts, we require our investment advisors to inform you of the charges (or reasonable estimate of the charges) you will incur prior to executing any trade for your account.

With your advisory account, whether commission or fee-based, you may open one or more of the following account types:

- Cash Account (CDN or USD);
- Margin Account (CDN or USD);
- Registered Retirement Savings Plan Account (including Locked-In and Spousal);
- Registered Retirement Income Fund Account (including Locked-In and Spousal);
- Registered Education Savings Plan Account; and
- Tax Free Savings Account.



Please consult your investment advisor about how each of these accounts operate and which one(s) best meet your investment objectives.

2.0 Our relationship with our carrying broker

We are an introducing broker and have a carrying arrangement with National Bank Correspondent Network. That means, while we take trading instructions from you or manage your portfolio, the actual execution is done through our carrying broker, National Bank Correspondent Network.

Introducing/Carrying arrangements are entered into to allow a Member (the "introducing" broker) to use the back-office facilities of another Member (the "carrying" broker). The services provided may include any combination of: the execution of trades, the clearing and settlement of trades, the custody of client funds and securities, the maintenance of books and records of client transactions and the financing of client positions. These arrangements allow the introducing broker to rationalize its own operations while retaining its relationships with its clients.

3.1 How we assess suitability

We have an obligation to assess whether buying or selling an investment in one of our products is suitable for you. To do so, we must obtain personal information that will help us make that assessment. The New Client Application Form is the document we use to obtain that personal information. We update the information on that form on a regular basis, so we may require you to sign a new form from time to time and also annually. We will give you a copy of the Know New Client Application Form every time you sign one.

We use your age, net worth, investment objectives, time horizon, risk tolerance, willingness and ability to withstand risk, and value and type of your whole investment portfolio to assess whether an investment is suitable for you. We will tell you if we consider that an investment is not suitable for you.

We perform the suitability assessment every time you instruct us to make a trade for you, we make a recommendation to you, or a transfer or deposit into your account takes place. We will also assess suitability if your registered representative changes, and whenever there is a material change to your New Client Application Form.

The main factors that guide us in determining whether an investment is suitable for you are:

- **Your Financial Situation:** We learn about your fixed and financial assets, current and long-term liabilities and the sources and amount of your income;
- **Your Investment Knowledge:** We assess the level of your investment knowledge;
- **Your Investment Objectives:** We learn about your financial goals to help us determine your need to keep your money safe, earn income, or increase your capital through growth in the market value of your investments;



- **Your Time Horizon:** We ask when you expect to need funds from your financial assets (for example, to buy a house, pay for education or enter retirement) and how important it is for you to have the ability to quickly and easily convert to cash all or a portion of your investments without experiencing a significant loss in their value;
- **Your Risk Tolerance:** We assess your ability to tolerate fluctuations in the value of your account and the potential for the temporary and permanent loss of your principal; and
- **Your Investment Portfolio Composition and Risk Level:** We assess how the purchase or sale of particular securities affects the holdings in your overall account(s) in terms of allocation of holdings between debt, equity and other investment classes, the risk of the assets held, and the overall diversification of your investments.

We use these six factors to establish your investment profile. Our understanding of your profile is critical because it will help us suggest the allocation of your financial assets.

Your profile will also enable us to determine (for each account you wish to open with us) whether you have a low, medium, or high tolerance for risk. We will then recommend an appropriate risk rated account that best corresponds with your risk profile and the type of investing you want to undertake (A=Income/Low Risk; B=Balance/Medium Risk; C=Growth/Medium to High Risk; D=Aggressive Growth/High to Very High Risk).

We will also re-assess the investments in your account when there are significant market fluctuations or an event occurs that we believe may impact your investment objectives.

4.1 How we report on your account activity

The reports we will provide to help you monitor your financial assets and their performance, as well as the fees and charges you pay us or to third parties through us are:

Confirmation of transactions: We will promptly after each trade or the next business day, provide you with written confirmation of the details of every purchase and sale made for your account(s) either electronically or by mail in the manner you elect when you open your account(s).

Account statements: For your account(s), a statement will be provided for each month there is any account activity and in any event, on a quarterly basis. 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(s) over the previous period. Account statements also list your current holdings and the value of your portfolio. The value of most securities you hold is calculated with reference to the closing price of the last day of the month in the reporting period of the statement. In the case of securities that have ceased trading, where the company is bankrupt, or in other circumstances where a reliable market value cannot be ascertained, no valuation is given.



If there were transactions during the month, the statement will set out the following:

- Date of the transaction;
- Whether it was a purchase, sale or transfer;
- Name and number of the securities; and
- Price and total value, if it was a purchase or sale.

The statement will also set out position cost information, that is, the average cost per unit or share for securities or, for securities in the account at July 15, 2016, either the average cost per unit or share or the market value at a date and value we determine for all our clients holding the same security.

Our carrying broker may give you the option to ask for account percentage return information. We will give you that information on an aggregate portfolio basis, not account by account.

5.0 Annual investment performance report

We will send you (or make available online) an annual investment performance report. The report will show the performance of your investments for the last 12 months, 3 years, 5 years and 10 years, and since the account was opened.

6.0 Performance benchmarks

We may provide options for you to compare the performance of your investments with us against other benchmarks. If we do, we will let you know how you can use those benchmarks to assess the performance of your investments.

Performance benchmarks and how to use them: You may assess the performance of your investments by comparing them to an investment performance benchmark. Benchmarks show the performance over time of a select group of securities. There are many different benchmarks. When choosing a benchmark, pick one that reflects your investments. For example, the S&P/TSX Composite Index follows the share prices of the largest companies listed on the Toronto Stock Exchange. This index would be a good benchmark for assessing performance of a Canadian equity fund that invests only in large Canadian companies. It would be a poor benchmark if your investments are diversified in other products, sectors or geographic areas.

We do not provide benchmark comparisons in our monthly account reporting. However, comparisons to the major North American composite indices are available upon request and may be periodically provided to you by your investment advisor. Please speak to your investment advisor if you have questions about the performance of your portfolio.

7.1 Operating and transaction charges

Our commission charges for the purchase and sale of securities for your account are recorded on the trade confirmations. Securities not traded on a public marketplace, such as treasury bills, banker's acceptance and corporate bonds are purchased or sold for you net of any applicable commission or fee. For fee-based accounts,



our fees are recorded on your account statement in accordance with rates you established with your investment advisor.

If you make a trade involving a security in a currency other than the currency of the account in which the trade is to settle, we will convert the currency at rates we establish. As we will be acting as principal, we may earn revenue in addition to the commission applicable to the trade based on the difference between the bid and ask rates for the currency and the rate at which it is offset in the market. Currency conversion will take place on the trade date unless otherwise agreed.

If you purchase a security using margin or if you do not timely settle a trade for your account, you will be charged interest until the trade is fully paid for. Interest will be at rates established by us in accordance with industry standards.

If your transaction involves a mutual fund, you will incur management fees and expenses for the period the mutual fund is held for your account. You may also incur costs for the purchase or sale of the mutual fund. Some of these fees for the purchase and sale of mutual funds include:

- Front-load—You pay the fees upfront when you purchase the mutual fund;
- Low-load—You pay a smaller fee upfront when you purchase the mutual fund, but you also pay a smaller fee when you sell the mutual fund within a certain period;
- No-load—you pay no fees when you purchase or sell the mutual fund (but the management fees and expenses may be higher); or
- DSC (deferred sales charge) (also called back-end load)—You pay the fees when you sell the mutual fund, but the fees reduce the longer you own the mutual fund.

These fees, expenses and costs will be explained to you by your investment advisor before accepting an order from you to purchase or sell a mutual fund for your account.

All other fees for our services are published in the **Administration and Service Fee Schedule** which can be found through your online login or in the account opening package mailed to you.

8.1 Conflicts of interest

In the course of our usual activities, we assume a responsibility to act fairly, honestly and in good faith with our clients. Given the nature of our business, conflicts of interest may arise between you and our firm, our employees or our other clients.

Conflicts with other clients may arise if we see a particular investment opportunity that may suit a number of our clients. We will allocate those opportunities fairly among clients, if the opportunity is limited.



We have policies and procedures in place to address the handling of conflicts of interests. In situations when our interest may compete with yours, your interest is always given priority by our acting in one or two ways:

- We control or manage acceptable conflicts by taking actions and instituting procedures that will adequately control or manage the conflict of interest.
- We disclose information about any remaining conflicts to you, so that when you evaluate our recommendations and actions, you can assess independently if those conflicts are significant for you.

9.1 Account documents we must give you

We must give you copies of the following when you open an account with us:

- New Client Application Form;
- Client Agreement;
- Relationship Disclosure;
- Conflict of Interest;
- Schedule of fees and charges;
- Agreement with carrying broker (NBCN);
- Margin agreement, if applicable;
- Registered plan agreement, if applicable;
- “How IIROC Protects Investors” brochure;
- “An Investor’s Guide to Making a Complaint” brochure;
- “How Can I Get My Money Back” brochure.
- “Canadian Investor Protection Fund”.

If you lodge a complaint with us, we must give you a copy of our complaint process at that time.

10.0 Using borrowed money to finance your investment

Using borrowed money to finance the purchase of securities involves greater risk than a purchase using cash resources only. If you borrow money to purchase securities, your responsibility to repay the loan and pay interest as required by its terms remains the same even if the value of the securities purchased declines. In other words, even if the investment fails, you will have to repay the money you borrowed.

11.0 Complaints

If you have a complaint about our service or any of the products, please contact our Chief Compliance Officer immediately. We will try to resolve your complaint fairly and effectively.

12.0 Our privacy policy

We will not collect, use, or disclose your personal information, except as necessary for you to purchase these securities, or if required under law. We do not sell or market your personal information and we will not use your personal information for other business interests we have. If you have any questions about how we collect, use, or disclose your personal information, please contact us. The Chief Compliance Officer is our privacy officer.



We may communicate with you from time to time, and we may use electronic means to do so. We will ask you specifically for your consent to receiving emails and faxes from us. If you consent and subsequently wish to withdraw your consent, please send us a letter, fax or email. We will stop sending you faxes and emails 10 days after we receive your notice of withdrawal.

13.1 What you can do and other helpful information

- **Provide complete information.** We cannot emphasize enough how important it is for you to make sure the information on your New Client Application Form is complete and accurate. As we've explained, that is the document we base our investment recommendations on and use to assess the suitability of the securities in your account as well as your whole portfolio;
- **Keep us up to date.** Please let us know promptly of any change to the information you have previously given us that could reasonably result in a change to the types of investments appropriate for you. For example, a material change in your income, risk tolerance, time horizon, or net worth, or even a change in your household composition; and
- **Ask us questions.** Our business is built on relationships, and we encourage you to contact us whenever you have questions, or if you'd like to find out about other investment opportunities. We're also interested in you – so please let us know whenever something exciting or important is happening or has happened in your life.

Our contact details are:

The Chief Compliance Officer
OmniVita Custom Wealth Management Inc.
Suite 1630, 701 West Georgia Street
Vancouver, B.C. V7Y 1K8
Telephone: 778-373-8086
Email: info@omnivitawealth.com



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; and
- All relevant documents, including any correspondence and notes of discussions with us.

OBSI will provide its recommendations

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

For more information about OBSI, visit www.obsi.ca

Taking your complaint to the Canadian Investment Regulatory Organization (CIRO)

Please see the attached brochure, "How IIROC Protects Investors" for taking your complaint to CIRO .

Client Name: _____ Client Initials: _____ Date: _____

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