

# RELATIONSHIP AND CONFLICT OF INTEREST INFORMATION DISCLOSURE

The purpose of the *Relationship Disclosure* is to provide you with all the information that a reasonable investor would consider important regarding your relationship with Kaleido Growth Inc. We encourage you to review the information presented herein. Please note that we have included a conflict of interest disclosure statement on pages 3 and 4.

# ROLE OF KALEIDO GROWTH INC. AND THE KALEIDO FOUNDATION

Kaleido Growth Inc. ("KGI") is registered as an investment fund manager and a scholarship plan dealer with the Autorité des marchés financiers ("AMF") in Quebec, and with the Financial and Consumer Services Commission (FNCB) in New Brunswick. KGI acts as the distributor of the scholarship plans promoted by the Kaleido Foundation (the "Foundation").

KGI is a wholly-owned subsidiary of the Foundation.

The Foundation is a non-profit organization founded in 1964 under Part III of the *Companies Act* (Quebec). It is one of the largest providers of scholarship plans eligible for registration as RESPs in Canada. The Foundation's mission statement is: "Help each child achieve their full potential by accompanying them on their journey towards imagining a brighter future."

The Foundation acts as the promoter of the following scholarship plans (collectively the "Plans" or separately a "Plan"):

- REFLEX Plan
- INDIVIDUAL Plan
- UNIVERSITAS Plan

Each of the Plans is a trust established under a trust agreement, restated and signed on December 23, 2010, which holds assets separate from those of the Foundation and KGI. Eterna Trust Inc. acts as trustee for the three Plans. The structure of the trust offers transparency and security for the safekeeping, conservation, and use of your contributions, government grants, and the income earned on these amounts.

CIBC Mellon Trust Company ("CIBC Mellon") acts as custodian of the assets held in the accounts opened by KGI's clients. CIBC Mellon is a Canadian custodian, as defined under securities regulations, headquartered in Toronto, Ontario, and operates independently from KGI and the Foundation. CIBC Mellon is required to exercise its duties with the degree of care that it would exercise toward its own assets of similar nature for which it acts as custodian

KGI representatives are registered as scholarship plan representatives under securities legislation and meet the prescribed requirements in terms of education, training, and expertise. Accordingly, they are qualified to recommend an investment in one or other of the scholarship plans promoted by the Foundation. KGI and its representatives offer only the scholarship plans promoted by the Foundation. As a scholarship plan dealer, KGI has an obligation to ensure that any action it takes or recommends for a client in connection with an investment is appropriate for the client and puts the client's interests first.

KGI and the Foundation's governance is essentially composed of the same members. The Foundation has an independent board of directors that oversees the direction and management of each Plan by KGI.

In its capacity as investment fund manager, KGI is responsible for managing the activity, operations, and business pertaining to the Plans. KGI, under the Foundation's supervision, is the organization that selects and retains the services of most of the other parties involved in the operational structure of the Plans, i.e., the trustee, the custodian, the portfolio managers, the external actuary, and the auditors.

## **SCHOLARSHIP PLANS**

A scholarship plan is issued by a trust in the form of a contract named "Scholarship Plan Agreement." This contract is entered into by the Foundation, acting on behalf of the plan, and you, the subscriber. The scholarship plan issued is a security under securities legislation.

A scholarship plan allows you to save with a view to encouraging the child you name as beneficiary to pursue a postsecondary education, which would entitle said child to receive educational assistance payments ("EAPs") if applicable and under certain conditions. EAPs are paid, on instructions from KGI, by the financial institution acting as custodian.

Opening an account in a scholarship plan also enables you to participate in or establish a registered education savings plan (RESP) as defined under tax laws. Pursuant to the contract to which you subscribe, you make a single payment or undertake to make several regular payments that constitute your contributions.

The scholarship plan can be (i) a group plan; in this case, you are participating in the plan with other subscribers (the REFLEX Plan), or it can be (ii) an individual plan (the INDIVIDUAL Plan), in which case you are the only subscriber. In a group plan, contrary to an individual plan, you (the subscriber) agree in advance to waive the income accumulated on your contributions in favor of the group plan.

In addition, if you participate in a group plan, the contributions you are required to make depend on the number of units or fractional units to which you subscribe under the terms of your contract.

The terms and conditions of the various scholarship plans promoted by the Foundation are described in the prospectus given to you when you subscribe to a Plan or, at the latest, within two days. Once your contract has been registered with the Canada Revenue Agency as an RESP, KGI can request government grants on your behalf for the exclusive use of your beneficiary, and draw additional investment income thereon.

Your contributions and government grants, as well as the investment income earned and paid on such contributions and grants, are invested and managed in accordance with the investment policies adopted by KGI. KGI's investment policies are designed to preserve the contributions you invest and to generate a high return on them over the long term. To implement these policies and manage the investment portfolio established accordingly, KGI retains the services of reputable portfolio managers registered with the securities regulatory authorities.

Our representatives can provide you with the information you need to make informed decisions about the right scholarship plan for you.

## Sustainable investing

KGI believes that organizations that factor environmental, social, and governance (ESG) criteria and ESG-related risks into their management decisions are generally better positioned to generate long-term value and are more resilient in times of crisis. As a long-term investor, KGI believes that a sustainable investment approach is consistent with its objectives and investment horizon. Sustainable investing is a key pillar of KGI's asset management strategy to ensure that risks are well managed and that the focus remains on performance.

In December 2020, the board of directors of Kaleido Growth Inc. adopted a sustainable investment policy to formalize KGI's commitment to include sustainable investment considerations in investment practices applied to all assets under management and in the portfolio manager selection process. The intended effect of implementing this policy is a better assessment of the ESG risks and opportunities of the securities to be selected and, ultimately, better investment decisions for clients.

KGI deals only with portfolio managers who are signatories to the Principles for Responsible Investment (PRI), an initiative launched in partnership with the United Nations. ESG factors are considered throughout the investment strategies implemented by the portfolio managers.

# THE ADVANTAGES OF INVESTING IN AN RESP

An RESP, whether group or individual, offers you the following advantages:

- The income generated by the contributions to your contract grows taxfree while you are contributing.
- No tax is payable by the Plans on the income and contributions received.
- Payment of applicable taxes on the EAP amounts is deferred and transferred to the beneficiary, who generally has a lower tax rate.
- The Income Tax Act (Canada) lets you save up to \$50,000 per beneficiary, excluding the government grants.
- The federal government contributes to your RESP through the Canada Education Savings Grant (CESG), which is equal to 20% (or more, depending on the adjusted family net income of the beneficiary's primary caregiver) of your annual contributions for an eligible beneficiary (the CESG annual limit is set at \$600 and the lifetime limit is set at \$7,200).
- The federal government also offers low-income families the Canada Learning Bond (CLB), which can reach \$2,000 per beneficiary under certain conditions.

- Beneficiaries who reside in Quebec are also entitled to the Quebec Education Savings Incentive (QESI), an amount equal to 10% (or more depending on the adjusted family net income of the beneficiary's primary caregiver) of your annual contributions for an eligible beneficiary (the QESI annual limit is set at \$300 and the lifetime limit is set at \$3,600).
- In Quebec, when a beneficiary applies for student financial aid, the amounts received from an RESP are not considered when assessing the need for student loans and grants.
- You can, at your discretion, make additional contributions to your contract, the amount and date of which you determine based on your investment objectives and financial situation.

More specifically, you can change your beneficiary under the REFLEX Plan and UNIVERSITAS Plan (the "collective plans") subject to certain conditions.

When the group plans reach maturity, you are entitled to the full refund of your contributions and a sum equal to the sales charges paid under your plan.

If you opt for the INDIVIDUAL Plan, you can determine the amount of your contributions yourself, as long as they are at least \$25. Unlike group plans, where clients can follow a set contribution schedule, the INDIVIDUAL Plan's lack of a mandatory contribution schedule might require more discipline on your part if you want to achieve your investment objectives. You can change your beneficiary and end your contract at any time, and you retain the right to withdraw your contributions (excluding the sales charges) and the income earned on those contributions under certain conditions.

#### **TO AVOID ANY LOSS**

Under a group plan, a loss may ensue in the following five situations:

- 1. You leave the Plan before the maturity date. People leave the Plan for various reasons. For example, if their financial situation changes and they no longer have the means to make contributions. If your contract is cancelled more than 60 days after signing your contract, you will lose part of your contributions to sales charges. You will also lose the earnings on your investment in favor of the Plan, as previously mentioned. The grants accumulated in your account will also be returned to the government, unless the contract is transferred to another RESP.
- **2. You miss contributions.** If you want to continue participating in the Plan, you will have to make up the missed contributions. You will also have to pay interest at the annual rate of 4% on all late contributions. This can be costly.

If you have difficulty making contributions, you have options. You can defer, reduce, or suspend your contributions, cease your contributions and reduce your financial commitment to the amount already accumulated in your contract, transfer to another RESP or an RESP offered by a different provider, or cancel your contract. Restrictions apply and fees may apply. Some options could result in the loss of some or all of your contributions, the income earned, and the government grants received. If you miss a contribution and do not take any action within 60 days, we may cancel your contract.

**3. You or your beneficiary misses a deadline.** This can limit your options later on. You could also lose the earnings on your investment. Two key deadlines for group plans are:

# - The maturity date

You have until the maturity date to make changes to your contract, and in some cases, even after this date. You may, for example, change your beneficiary, change the maturity date, or transfer to another RESP. Restrictions apply and fees may apply.

# - The EAP application deadline (cut-off date)

If your beneficiary qualifies for EAPs, you can apply for these until December 31 of the  $35^{\rm th}$  year following the year the contract took effect. Under the law, the RESP expires after this date and no EAPs may be issued from the plan afterwards. If you do not claim the EAPs to which your beneficiary is entitled, a monetary loss will ensue. Once your beneficiary is deemed eligible, you can apply for EAPs at any time after the eligibility date via the Client Space or by contacting us so that we can send you the appropriate form.

4. Your beneficiary does not enrol in an eligible educational institution or program. Programs that qualify under the government's rules for RESPs will qualify for EAPs. For further information, see our prospectus. If your beneficiary is not enrolled in an eligible educational institution or program, you have the options of naming another child as beneficiary, transferring to another of our Plans or to an RESP offered by a different provider, or cancelling your contract. Restrictions apply and fees may apply. Some options could result in the loss of earnings,

the loss of the right to the refund of a sum matching the sales charges, and the loss of government grants.

5. Your beneficiary didn't receive all their EAPs before the cut-off date. If you do not claim all the EAPs for your beneficiary while it is still possible to do so, or if your beneficiary ceases to pursue eligible studies and does not undertake other studies before the RESP expires (35 years), your beneficiary could lose the right to claim other EAPs they may be entitled to under the Plan, which have not yet been withdrawn.

In the case of an INDIVIDUAL Plan, you need to know that you could suffer a loss if your beneficiary does not enrol in an eligible program of study under the Plan. EAPs are paid only to beneficiaries who qualify for these. If your beneficiary does not enrol in an educational institution program that qualifies under the Income Tax Act (Canada), they will not receive EAPs and could lose the government grants and their earnings. You could, however, be able to receive accumulated income payments under certain conditions described in the prospectus.

If any of these situations arise, contact us or speak with your sales representative to better understand your options to reduce your risk of loss.

#### THE PLAN'S RISK FACTORS

As with any investment, saving in a scholarship plan involves certain risks. It is advisable to consider the following risk factors before making the decision to save in one of the Plans promoted by the Foundation.

## No guarantee of achieving the investment objectives

There is no guarantee that KGI will be able to achieve its investment objectives. The EAPs available for distribution to beneficiaries may vary depending on, essentially, the interest and dividends earned by portfolio securities and the gain or loss in market value of those securities. Even if the portfolio managers use conservative investment strategies, the portfolio's performance may be less than what you expect when you subscribe.

#### **EAP** unit values

KGI cannot predict the amount of the EAPs that may be payable by the Plan. KGI has no discretionary power in determining the EAP amounts; these depend, essentially, on investment performance and the amount of your contributions. Past performance is not a guarantee of future returns.

## Failure to meet the qualification criteria

It is important that you know the options available to you at Plan maturity in the event that your beneficiary does not pursue eligible postsecondary studies.

#### Cut-off dates or deadlines

You should be aware of the Plan's various set deadlines to make changes to your Plan and the timeframe your beneficiary has to request their EAPs. Restrictions and fees may apply if these cut-off dates are not respected.

#### Cancellation of the contract prior to the maturity date

Under securities legislation, the cancellation of your contract before the maturity date will generally have negative financial impacts on your participation in the contract, except if you cancel within 60 days following the contract signature date. In the event of cancellation, you may lose any sales charges already paid as well as any government grants received. A scholarship plan is not designed to meet a short- or medium-term need for cash.

## Failure to make contributions

Upon formal request, KGI may allow you to suspend your contributions for a maximum period of 24 months. During that period, the government grants received do not have to be returned. The suspended contributions may be brought current by paying the arrears and an interest charge at an annual rate of 4% before the end of the 24-month period. You can also agree on other solutions with KGI in the best interest of your beneficiary, and if your situation justifies it.

## Obligation to provide a Social Insurance Number ("SIN")

You must provide the Foundation with your SIN and your beneficiary's SIN for your contract to be registered as an RESP and to receive the government grants for your beneficiary. If you don't provide your SIN and your beneficiary's SIN within 24 months following the signature date, your contract will be cancelled and your contributions will be refunded, less the sales charges already paid

#### Financial leverage

Contributing to an RESP with borrowed funds is riskier than contributing with cash. If you borrow funds to make a contribution, you must repay the loan and pay the interest required by the terms of the loan. You should consider borrowing to make a contribution only if you are comfortable with risk, have no concerns about borrowing to make a contribution, and have a stable income.

#### **BENCHMARKS**

Under the terms of the REFLEX, INDIVIDUAL, and UNIVERSITAS Plans, the contributions received from subscribers and the government grants are grouped into investment portfolios and managed by reputable portfolio advisors.

Investment policies set fundamental investment objectives focused on capital preservation and an attractive return over a long-term horizon. A benchmark index monitors the performance of an asset category over a long-term period. Portfolio managers that use value or factor investment strategies are evaluated on their capacity to outperform market benchmarks, whereas portfolio managers with a passive strategy are evaluated on their capacity to meet market benchmarks.

KGI's management team releases a Management Report of Fund Performance every year (as at December 31) for each Plan, in which the performance of each Plan is compared to the market benchmarks.

#### **OPERATING CHARGES**

When you invest in one of the Plans, you pay sales charges to KGI. For the group plans, the sales charges correspond to \$200 per whole unit and therefore depend on the number of units to which you subscribe. For the INDIVIDUAL Plan, the total sales charge cannot exceed \$200.

For the group plans, the first contributions you make are used solely to pay up to 50% of the sales charges. The balance is taken at a 50% rate from subsequent contributions. For the INDIVIDUAL Plan, a 40% ratio of each contribution will be used to pay off sales charges, up to a maximum of \$200. A portion of the sales charges is paid to your representative as a sales commission.

You cannot subscribe to an INDIVIDUAL Plan with no sales charges for a beneficiary whose family qualifies for the Canada Learning Bond (CLB). In this situation, the requirement to make an initial \$25 contribution and pay the sales charges as described above does not apply. The sales charges will be collected only on additional contributions made on the contract, if any, and will be applied as described above.

If you subscribe to the life and disability insurance policy (offered with our group plan) to cover the balance of your contributions in the event of your death or disability, the premiums are indicated in your insurance contract and payable to the Foundation. The premiums are added to your contributions and paid at the same time as these under the terms of your scholarship plan.

You will have to pay an administrative fee, which is collected by KGI (as the investment fund manager) from the income on the contributions made to the Plan so as to cover the costs associated with the administration and management of the Plans. The administrative fee is 1.35% (excluding applicable taxes) of the assets under management. Any proportion of this fee that is not required to maintain and develop KGI is deducted from excess revenues over the company's expenditures in order to return any surplus to the Plans by reducing the rate of the administration fee, if applicable.

In addition to the administrative fee, there are management fees that include the fees for the trustee, the custodian, and the portfolio managers. Compensation for the members of the Independent Review Committee is billed directly to the different Plans in proportion to the value of assets under management.

KGI publishes the returns of the Plans for the past fiscal year annually in the Management Report of Fund Performance. Gross returns and returns net of administration and management fees are shown. These fees are deducted from your investment returns. Management and administration fees have the cumulative effect over time of reducing the cumulative net return on your investments. Sales charges have the cumulative effect over time of reducing your gross investment return because they are deducted from the contributions you save.

KGI is compensated on the basis of the number or the value of the education savings plans opened. The sales charges paid by the subscriber pursuant to the Plan subscribed are paid to KGI in order to pay the commissions of the representatives and other distribution costs. Representatives are compensated through commissions calculated according to the number of units sold and, in some cases, the contributions under management. They may also receive, as applicable, additional compensation based on the number of net units sold in the previous 12 months, a commission on the sale of group life and disability insurance, and a bonus for opening an INDIVIDUAL Plan for a beneficiary whose family is eligible for the Canada Learning Bond (CLB). As applicable, the representatives' compensation is paid by KGI primarily from the sales charges received from the Foundation, and partly from the administration fee.

As compensation, representatives may also win prizes, participate in contests, or receive awards during the annual convention. All the expenses paid by KGI for these incentives are taken from its own funds and are not charged to subscribers, beneficiaries, or Plans.

Following subscription to your Plan, certain fees may be charged if you make any changes to it. Please refer to the fees set out in the prospectus for the Plan you have subscribed to.

#### CONTACT PERSON IN SPECIAL SITUATIONS

KGI or the Foundation may contact the person listed as the "Non-resident contact" on the account application if we lose contact with you or suspect that you are being financially abused or are not capable of/are not making financial decisions. We urge you to designate someone you trust who is of legal age. This contact person has no authority to use your account. You authorize KGI and the Foundation to communicate with this contact person under the circumstances described above. You may withdraw this consent at any time by notifying us in writing.

#### YOUR ANNUAL ACCOUNT STATEMENT

Each year, around the end of the first quarter, KGI will send you an account statement for the previous year ended December 31 by mail or through your Client Space.

In addition, the Management Report of Fund Performance, the Audited Financial Statements for the year ended December 31, and the Unaudited Interim Condensed Financial Statements as at June 30 are sent to every subscriber upon written request. These financial statements and other documents are also available on our website at <a href="kaleido.ca">kaleido.ca</a> and on SEDAR, the electronic filing system developed by the Canadian Securities Administrators at sedar.com.

#### LIFE AND DISABILITY INSURANCE

KGI has entered into an agreement with Humania Assurance Inc. to provide group life and disability insurance to subscribers. Under this agreement, KGI and its representatives are authorized by regulation to act as a distributor of this insurance. For its insurance administration services, KGI receives a fee that may exceed 30% of the cost of the premium.

#### **CLIENT REFERRAL ARRANGEMENTS**

A client referral arrangement is an agreement whereby an individual, registered under securities regulations, agrees to pay or receive a referral fee, i.e., any direct or indirect benefit or compensation paid for referring a client to an individual, whether the latter is registered or not.

KGI has policies and procedures in place to govern referral arrangements in accordance with regulatory requirements. When entering into any referral arrangement, the best interests of clients must be paramount.

Any client who is referred to a representative or to KGI becomes their client in terms of the delivery of the services under the client referral arrangement. Accordingly, the representative must meet all the obligations toward this client required under their registration, including the KYC (Know Your Client) and investment suitability obligations.

All our referral arrangements are subject to a written contract between KGI and the party involved, under which all the essential terms within the meaning of the law are set forth, such as the roles and responsibilities of each party, the applicable restrictions, the information that must be provided to clients, and the person responsible for providing such information.

KGI requires that all its representatives notify and submit a written summary of the client referral arrangements in force to which they are party prior to opening an account or concluding a transaction. The summary includes the name of each party involved, the terms of the agreement, any potential conflicts of interest that could stem from the relationship between the parties to the contract, and any other element legally required to be disclosed.

## **CONFLICT OF INTEREST DISCLOSURE**

The Foundation and KGI take reasonable measures to identify all significant conflicts of interest that exist or that they reasonably foresee arising between themselves and their directors and officers, or between the representatives acting on behalf of KGI and the subscribers. KGI has an obligation to address such conflicts of interest in the best interests of the client and to promptly disclose the nature and extent of any identified conflict of interest or potential conflict of interest that a reasonable subscriber would expect to be informed about. The following are potential conflicts of interest that have been identified and for which KGI is taking steps to appropriately manage and mitigate:

KGI is a wholly-owned subsidiary of the Foundation, which acts as Plan promoter and whose mission is to supervise the administration and management of the Plans. It is therefore possible that situations may arise in which conflicts of interest exist in the relations with the Foundation. KGI may have a conflict of interest because, while it is the issuer of the Plans through the Foundation, which is a related company, KGI calculates and attributes returns on the Plans. However, the returns are public information that can be viewed by subscribers.

- KGI is a company related to Kaleido Financial Services Inc., which is a financial services firm that provides insurance through its qualified financial security advisors, who are also KGI representatives. As such, client referral arrangements may be entered into between these two entities
- Where deemed appropriate and permitted by regulation, KGI may authorize a portfolio manager with whom it does business to enter into related party transactions, which could constitute a conflict of interest for the portfolio manager. Such a transaction is possible only if certain performance and transparency conditions are met and the Independent Review Committee for scholarship plans has approved the transaction.
- KGI and its representatives offer only products promoted by the Foundation, which may constitute a conflict of interest. KGI and its representatives have an obligation to put the client's interests first in any recommendation or transaction. However, this suitability assessment will not take into account the market for non-proprietary products or products offered by third parties and the fact that these products could potentially be better, worse, or equivalent in meeting your investment needs and objectives.
- The fees and expenses attributable to the REFLEX Plan and the INDIVIDUAL Plan are not the same, and your choice of Plan will affect the compensation KGI pays its representatives. While this different compensation may potentially create a conflict of interest, representatives have an obligation to put the client's interests first in any recommendation or transaction.
- Representatives earn incentive compensation for recommending Foundation scholarship plans. While such incentive compensation may potentially create a conflict of interest, KGl and the representatives have an obligation to ensure that recommendations made or transactions completed are in the client's best interest and are appropriate for the client.
- Some representatives may engage in other professional incomegenerating activities that are independent from their work with KGI, including as financial security advisors, property managers, and corporate employees. Some representatives may also be involved in their communities by serving on boards of directors. These activities are separate from the activities of a KGI scholarship plan representative and are not the responsibility of KGI. However, representatives are required to disclose this information and obtain prior approval from KGI.
- KGI and representatives can enter into referral arrangements with third parties. As noted above, any referral arrangement must be disclosed to the client before opening an account.

As required by law, KGI has established an Independent Review Committee ("IRC") comprised of three members with no significant relationship to the Foundation, KGI, or any of their affiliated entities. The IRC is an independent body that is integrated within the governance structure of the Plans, the action of which is intended to improve the quality of management through the supervision of conflicts of interest that may arise in the administration, asset management, or operations of the plans.

#### **COMPLAINTS AND DISPUTE RESOLUTION**

Subscribers who are not satisfied with a product or financial service have the right to file a complaint and request resolution of the problem. KGI must ensure that all subscriber complaints are handled equitably and promptly.

To file a complaint, subscribers should follow the steps presented hereunder:

## Step 1 - Contact your representative

If you wish to make a complaint or voice a concern, we invite you to contact your representative or their regional manager. You can also contact our Customer Service to submit your complaint or concern so that we can analyze the situation satisfactorily within a reasonable period.

## Step 2 - Contact our Complaints Officer

If you believe that your concern or complaint has not been settled satisfactorily by your representative, their regional manager and/or our Customer Service, please contact KGI's Complaints Officer by mail, fax, or email:

#### **Complaints Officer**

Kaleido Growth Inc.

1035 Wilfrid-Pelletier Avenue, Suite 500

Quebec, QC G1W 0C5

Toll free: 1-877-710-RESP (7377) Fax 418-651-8030

Email: 418-651-8030 info@kaleido.ca

We will work with you and take all necessary measures to resolve your complaints or concerns. You can rest assured that your request will be treated in complete confidentiality.

## Step 3 - Independent mediation service

You must attempt to reach an acceptable resolution to disputes in accordance with the aforesaid process. If you have contacted us as previously described and believe it is impossible to reach an acceptable resolution, you can then request your file be transferred to the *Autorité des marchés financiers* (AMF).

Subscribers who reside in Quebec may contact the AMF directly for file review, and if deemed appropriate, the AMF may offer mediation.

Fax: 1-877-285-4378
Phone: Toll Free: 1-877-525-0337
Quebec City: 418-525-0337
Montreal: 514-395-0337
Website: www.lautorite.gc.ca

Outside Quebec, subscribers must contact the Ombudsman for Banking Services and Investments ("OBSI"). The service is confidential and provided free of charge. You can contact the OBSI as follows:

Email: ombudsman@obsi.ca

Phone: Toll Free: 1-888-451-4519 Toronto: 416-287-2877 Website: www.obsi.ca

#### Step 4 - Services of an attorney

You may consider using the services of an attorney to assist you in filing your complaint. An attorney can explain the options and recourses you have as a subscriber. However, you must take into consideration the prescribed timeframe specific to each province regarding the undertaking of legal action. Once the prescribed period has elapsed, you may lose the right to exercise certain actions.

# YOUR RESPONSIBILITIES AS A SUBSCRIBER

Before recommending an investment in one of our plans, our representative must take reasonable measures to ensure that this investment is appropriate for you and that your best interests are served. They are required to assess the suitability of the investment you wish to make.

The KGI compliance team will also review the assessment made, since it is our responsibility to ensure that the amount you wish to invest and the scholarship plan you choose are right for you.

In order to make this assessment of suitability, KGI and its representative must gather some information about your investment needs and objectives, your financial situation, your level of risk tolerance, as well as personal and employment information. This personal information that we are required to obtain from you is required by securities regulations and is intended to help us get to know you better in order to adequately comply with the basic KYC (Know Your Client) and suitability obligations.

However, you have the responsibility to communicate with your representative or our Customer Service to inform us of any significant change in your personal information, financial situation, investor profile, investment goals, or risk tolerance.

When you open a scholarship plan, you make a commitment to the Foundation to comply with the terms of your contract and the prospectus. We ask that you carefully read the conditions, risks, and obligations pertaining to your contract, which can be found in the prospectus, and that you ask your representative for any information needed to clarify your understanding of these elements.

