



Relationship Disclosure and Conflict of Interest Disclosure Document

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Privest and our Products and Services

Privest Wealth Management Inc. (“**Privest**”, “we” or “us”) is an exempt market dealer (“**EMD**”) registered with the Alberta Securities Commission as its primary regulator and registered in all provinces in Canada (*excluding Prince Edward Island*), providing investment opportunities in private issuers (“**Issuers**”) to qualified investors. Privest commenced operations on November 25, 2010 and is a corporation incorporated under the *Business Corporations Act* (Alberta). All of the products offered by Privest are prospectus-exempt securities, which means they are offered without the Issuer having to file a prospectus or having the material reviewed by a securities regulator, and which securities are commonly called “**exempt market securities**”. Investors must qualify under specific exemptions in order to qualify to purchase exempt market securities, which exemptions might be based on an investor’s financial net worth or net assets, income, or other qualifications. Our Dealing Representatives are individuals who are registered with one or more securities commissions of various provinces in which we offer services. Privest may offer a range of exempt market securities to clients but has no obligation to offer or continue offering any particular exempt market product to any client, as we are required to conduct separate due diligence for initial and any subsequent purchases. Privest also offers access, through referral relationships, to registered Portfolio Managers and their managed account offerings; please ask your Dealing Representative. All EMD accounts with Privest are “non-discretionary”, which means your DR cannot execute any transactions other than with your express written instruction via subscription agreements or similar documents.

Suitability and Know Your Client

We provide investment services through our Dealing Representatives (“**DRs**”) by: (i) first performing a due diligence review of an investment product to determine eligibility as a product to be sold by Privest (ii) having a DR meet with clients to obtain information to determine the client’s eligibility to invest in exempt market securities, and the extent to which it may be suitable for the client to invest in exempt market securities; and (iii) the DR working with their client to select suitable exempt market securities from our approved product listing. Privest will collect personal information by having the Dealing Representative work with you to complete a Know Your Client (“**KYC**”) Form, which contains information including, but not limited to, your address, date of birth, Social Insurance Number (SIN) or other tax identification number occupation, income, detailed financial position and specific investment objectives, risk tolerance, time horizon, and investment knowledge. To comply with the Proceeds of Crime (Money Laundering) and Terrorist Financing Act and other relevant legislation, reasonable and appropriate measures are taken to establish the identities of clients, persons authorized to give instructions, beneficial owners and others, and we do not permit any transaction until the identity of a client is verified. Your DR will make an

assessment about whether you are **eligible** to purchase exempt product and whether a purchase of exempt product is **suitable** for you based upon this information. We encourage you to provide full and accurate information, as we will rely on it for determining suitability. We may be unable to facilitate purchases for clients who do not provide the necessary information as securities regulators require that we collect this information and use it to conduct our eligibility and suitability assessments. As an EMD, Privest is obligated to make a suitability assessment for each purchase you make through us, prior to executing the transaction or at any other time. We reserve the right to refuse to execute any purchase which we believe to be unsuitable, in which case you may locate another dealer to provide those services to you if you wish. We will provide you with a copy of the KYC Form, as signed by you for your records, along with other disclosure documents that apply to your account.

Your Privest Dealing Representative will review with you and update your KYC information, if required, for subsequent purchases you make through us and a new KYC form will be completed if the KYC form was completed more than 24 months earlier or if there has been a material change in your information that could result in a change to the types of investments appropriate for you, (such as a change in your income, investment objectives, risk tolerance, time horizon, or net worth). It is important for you to keep your information current with us. We encourage you to contact your Dealing Representative if any of your information has changed, or if you have questions about any transactions or investments that you have made through Privest. Please review all account documentation copies we provide to you, along with your confirmations or statements, in order that you are well-informed.

How to pay for your Investments

You can purchase exempt securities by cheque, bank draft, or money order. Neither Privest nor your DR can accept cash for any investment. Your DR cannot accept a cheque payable to him or her personally nor made out to Privest. Refer to the **Issuer's subscription documents** regarding to whom cheques should be made payable. Your investment is either held in your name directly with the Issuer of the exempt securities, or is held with a Trustee if in a registered plan.

Privest will not act for you in connection with any securities other than exempt securities and **will not act for you respecting any sale of your exempt securities (including on a redemption or retraction) as you will be required to deal with the Issuer directly regarding any sale or redemptions.**

Third-Party Self-Directed Registered Plans (RSP, RIF, TFSA, etc.)

If you choose to purchase an exempt market security in a registered plan, Privest will introduce you to a third-party Trustee who has agreed to hold such securities in a self-directed registered plan, which Trustees include Olympia Trust, Canadian Western Trust, Computershare, Questrade, or Western Pacific Trust or others. Some Trustees may not handle certain exempt products in certain plans. Privest will make Trustee applications

and forms available for you to complete and sign and Privest will be listed as the Dealer that sold you investments in your third-party self-directed registered plan, and those forms will include instructions on how to make any cheques payable. These are forms of the Trustees and are not Privest forms.

Understanding Fees and Compensation to Privest

Privest wants you to be an informed investor and understand any fees you pay or compensation we receive from your investments purchased through us. Prior to any purchase you make through Privest, your Dealing Representative will provide you with the Offering Memorandum or other offering documents which contains a description of the direct and indirect fees and costs associated with your particular investment, and will explain how we will be compensated from your investment.

Generally, the fees associated with your investment holdings, **where Privest receives compensation**, include the following:

1. Transaction fees, which are paid by the Issuer to Privest (and we, in turn, pay a portion to the Dealing Representative) at the time the transaction settles (meaning when the purchase is cleared), and which is generally described as the “commission”;
2. Trailer fees (sometimes called “service fees”), which are paid by the Issuer to Privest (and we, in turn, pay a portion to the Dealing Representative) for ongoing service and advice provided to you, generally received from the Issuer quarterly but sometimes annually;
3. Due diligence fees, which are paid by the Issuer to Privest to review the product for KYP (Know Your Product) due diligence purposes, which may be a one-time fee up to \$7500 and/or an ongoing fee equivalent of up to 0.375% of all purchase volume in that product, received by Privest at closing dates of a product issue (to a maximum of \$7500 per year);
4. Incentive shares, which are paid by some Issuers to Privest, which can be shares of a partnership or other equity interest and are based on the amount of units purchased by a client. If we are receiving Incentive shares, this means this is a connected Issuer to Privest. All details of this form of compensation are in the Offering Memorandum of that Issuer.

There are other fees associated with your investment holdings, **where Privest does not receive any compensation**, and include the following:

5. Deferred Sales Charges (DSC) or other redemption fees, which are charged and retained by the Issuer and are not shared with us. Any Deferred Sales Charges will be detailed in the Offering Memorandum or other offering document; If you purchase a security with a DSC that will apply, there will be a notation describing that on both the transaction confirmation and your client statement;
6. Trustee Account fees, which are charged to you by the Trustee for registered accounts or other account fees for non-registered accounts, where accounts are

held at a Trustee. These Trustee fees are charged and retained by the Trustee and are not shared with us; and

7. Fund or Product Management fees, which are the fees associated with each individual investment and may include portfolio management services, investment research, and fund administration, and which fees are disclosed in the Offering Memorandum or other offering document, which fees are not shared with us

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

Transaction fees are unique to each investment product and vary accordingly. Trustee fees are also specific to the Trustee or the account custodian where the securities are being held and will be described in their documents. Management fees are also unique to each investment product and are disclosed in the offering documents. Your DR can discuss these various fees with you.

Reporting you will Receive

While you continue to be a client of Privest, we will send you the following client reporting:

- 1. Trade Confirmations** - We will provide you with a trade confirmation promptly following a transaction for which we have acted for you, including the name of the product (and if applicable whether it is a security of a related/connected issuer and whether any deferred sales charge might apply to that product), number and type of securities purchased, purchase price per security, the security's annual yield (in the case of a purchase of a debt security), the name of the Dealing Representative and our contact information, and the settlement date.

- 2. Client Statements**- If we have determined we are in a **transactional relationship with you** (which means we and you do not expect to conduct other transactions and where we do not receive any ongoing compensation from the Issuer relating to your holding), then we will provide one transaction statement at the end of the quarter in which you do a purchase. Where we have determined we are in an **ongoing relationship with you** (which means we and you have or expect to conduct other transactions or where we do receive ongoing compensation from the Issuer relating to your holding), then we will provide account statements for your account(s) on a quarterly basis (unless you have requested monthly statements). The account statements will include the client details, date issued, and period covered by the statement, the name(s) of the product purchased through Privest (and, if applicable, whether it is a security of a related/connected issuer and whether any deferred sales charge might

apply to that product), number and type of securities held, the book value or position cost, the market value, the security's annual yield (in the case of a purchase of a debt security), and the name of the Dealing Representative and the firm's contact information. **It may not always be possible to determine a market value for exempt market securities** (because they do not trade on a marketplace), and it may not always be possible for us to know whether you still actually own the security (as you might transfer it to another dealer without informing us and redeem without informing us, as your exempt market securities are not held by us but are held by the Issuer or a Trustee, although we make efforts to balance our records with those parties). We will show on any statement what market value we have used. Should you be holding exempt market securities which are denominated in US dollars, then the "market value", if provided, will be adjusted to reflect a Canadian dollar equivalent and the exchange rate used will be described. Should we reasonably believe that we cannot determine market value on a security, we will describe this on your statement.

3. Annual Compensation and Charges Report – Privest will provide you with a Compensation and Charges Report for your account(s) following the end of each calendar year during which Privest acts as your dealer, even if we acted as your dealer for less than 12 months. **Privest will not send you a "nil" report** (meaning we did not receive any compensation related to providing services to you in that calendar year); **you will receive this report only if we received some form of compensation in relation to providing services to you.** This report will summarize all of the compensation Privest received directly and indirectly for acting as your dealer, including but not limited to, any operating charges, transaction charges, trading commissions, trailing commissions, referral fees we received, and any payments Privest receives from issuers or other registrants in relation to provide services to you or any mark-ups, mark-downs or service charges on the purchase or sale of debt securities.

3. Annual Investment Performance Report – If we have determined we are in a **transactional relationship with you**, then we will not provide such a report. Where we have determined we are in an **ongoing relationship with you**, then we are required to provide such a report, unless market value is not calculable.

Conflicts of Interest Disclosure

Privest has a general duty to deal fairly, honestly and in good faith with its clients. We recognize that conflicts may arise between Privest, our Dealing Representatives and our clients and we are therefore providing you with this information to help you better understand conflict issues that may arise in your dealings with Privest as an exempt market dealer.

A conflict of interest is any circumstance where the interests of different parties are inconsistent, competing or divergent. Actual, potential and perceived conflicts of

interest may exist, and Privest will manage these conflicts by either controlling the conflict, disclosing the conflict to you, or avoiding the conflict if it is prohibited by law or where the risk of harm is too high.

Privest has identified some conflicts of interest to make you aware of below, and explained how we manage them so that you can independently assess the significance of these conflicts when making your investment decision. Other conflicts of interest may arise from time to time, and Privest will inform you of the nature and extent of any additional conflicts of interest prior to any subsequent transaction through Privest through a revised version of this document.

1. Privest may sell Securities of Related and/or Connected Issuers

Related issuers generally share common ownership or control over more than 20% of the voting securities, and **connected issuers** have relationships that may lead a reasonable prospective purchaser to question their independence.

Prior to any purchase you make in a security of a related or connected issuer, Privest will provide you with a current ***Conflicts of Interest Disclosure (being this section of this document)*** describing the nature and extent of the conflict of interest. There may be additional conflicts of interest between Privest and our DRs, issuers, affiliates or third parties, all of which will be disclosed in applicable offering documents which you are encouraged to read in their entirety.

While a number of exempt market Issuers have no connection with Privest other than in our normal course (as one of any number of EMD firms who offer their product), we do have some relationships which are **related and/or connected**. If you wish to read the full regulatory definitions of the terms “related issuer” and “connected issuer”, please refer to National Instrument 33-105 – *Underwriting Conflicts*.

- An issuer is **related** to us if they are an influential securityholder of Privest, if Privest is an influential securityholder of theirs, or if we have a common influential securityholder. “Influential” means ownership generally in excess of 20% of voting control.
- An issuer is **connected** to us if the relationship is such that a reasonable prospective purchaser of the issuer’s securities might question the independence of the parties for purposes of the distribution. As an example, Principals of Privest may accept officer positions and/or directorships from companies unrelated to Privest; doing so, that company would then be considered to be a “connected issuer” to Privest under relevant securities law.

Listing of “related and/or connected issuers” where product currently offered by Privest:

Gravitas Ventures Inc.

Relationship Disclosure and Conflict of Interest Disclosure Document

Gravitas Ventures Inc. (“GVI”) is a publicly-traded company and part of the Gravitas Group. Privest issued a convertible debenture dated July 7, 2015, as amended, in the principal amount of \$800,000 (the “**Debenture**”) to Gravitas Ventures Inc. Under the terms of the Debenture, the holder may convert all or a part of the principal amount outstanding under the Debenture into Class A common shares in the capital of Privest (“**Privest Shares**”). Gravitas will need to provide a notice to Privest irrevocably electing to convert the amount of the principal amount of the Debenture into Privest Shares (the “**Conversion**”) which will be subject to approval by the Alberta Securities Commission (“**ASC**”) and any other applicable regulatory authorities. At this date, GVI has not delivered a notice to Privest irrevocably electing to convert any portion of the Debenture into shares. In the event that GVI elects to convert a portion or the total amount of the Debenture, GVI could own over 50.1% of the issued and outstanding Privest Shares. This means that GVI is a related issuer to Privest. Additionally, Gravitas International Corp. (part of the Gravitas Group) owns 40% of the voting shares of Portfolio Analysts Inc., which owns over 10% but less than 20% of the voting shares of Privest. Additionally, per the terms of the convertible debenture as amended, Gravitas has the ability to appoint one or two members to the Board of Privest.

GVI issues the following exempt market products, and these would therefore be related issuers to Privest: **Gravitas Select Flow-Through LP 2016, Gravitas Slow Duration Flowthrough 2017 (Classes B and F)**, and any future issues from them containing the name “Gravitas” until this list is revised

foreGrowth Inc.

foreGrowth Inc. is controlled by Gravitas Ilium Corporation, a financial services holding company jointly owned by Gravitas Financial Inc. and Ilium Capital Corp. Because of GVI’s relationship to Privest (see above), Foregrowth, as a subsidiary of the related company Gravitas Financial Inc., is therefore a connected issuer to Privest.

foreGrowth issues the following exempt market products, and these would therefore be connected issuers to Privest: **Foregrowth Grenville Royalty 1 LP, Foregrowth Liquid Credit Fund LP, Foregrowth US Liquid Credit Fund LP, Foregrowth Meriti Alternative Portfolio Fund LP**, and any future issues from them containing the name “Foregrowth” until this list is revised

Prime Funds Group

An immediate family member of the CEO of the Prime Funds Group owns over 10% but less than 20% of Privest’s voting shares, which shares were transferred from Prime Funds Realty Inc. (where the CEO of the Prime Funds Group is one of two sole directors of Prime Funds Realty Inc.), and Prime is therefore a connected issuer to Privest.

Prime Funds Realty Inc. has common directors and control parties with other exempt market Issuers, and these therefore would be connected issuers to Privest: **Prime Income Trust and Prime Texan REIT (Cdn or US Funds)**, and any future issues from them containing the name “Prime” until this list is revised.

Intelife Income Trust

Exempt market dealers, including Privest, receive compensation in addition to the commission fee, in the form of class B units of the Capital Partnership, when an investor

purchases Class A units, in a ratio of 1 class B unit as compensation for each 100 Class A units purchased by a client. This means that Intelife is a connected issuer, as Privest has an ownership interest in Intelife's Capital Partnership due to this compensation arrangement. This compensation to dealers is fully described in the Intelife Offering Memorandum.

In addition to providing you with this disclosure, Privest will also identify "related/connected" issuer securities on both trade confirmations and client statements. We will revise these disclosures when we identify any additional disclosures that are required.

2. Outside Business Activities

Certain Dealing Representatives of Privest engage in other business activities outside of their duties with Privest, which includes volunteer activities from time to time with charitable organizations, industry associations, etc. These conflicts are controlled because Privest's Dealing Representatives are subject to Privest's review and advance approval of these outside activities, which also must be disclosed to our regulator(s). Internal review and approval policies and procedures regarding outside business activities may curtail or restrict any outside business activities that would create unacceptable confusion or conflict with a Dealing Representative's ability to effectively serve our clients.

Some of our DRs hold multiple licenses or designations and may act both as a Dealing Representative with Privest and as a licensed insurance agent to provide life insurance and related insurance products, or provide financial planning services, etc. In such instances, your DR will provide you with a **Dual Occupation Disclosure**, noting which firm is providing these other services of a financial nature, to ensure you understand which firm is providing these services as these are not service offerings of Privest.

3. Compensation

Dealing Representatives of Privest are compensated on a commission basis, and different products have different compensation structures and may involve commissions based on sales volume or other incentives. The amount of compensation received by Privest on any transaction is detailed in the offering documents and you can discuss this with your Dealing Representative.

Types of Risks with Exempt Market Securities

Investment products sold in the prospectus-exempt market are only suitable for investors who are qualified to purchase the securities, and who have the ability and willingness to accept the risks associated with private investments. The types of risks that you should consider when deciding to purchase an exempt product include, without limitation: illiquidity (*private issuers are not publicly traded on a stock exchange, are subject to resale restrictions, and may have limitations on redemptions or retractions that restrict your ability to sell or liquidate your investment at will*), no guarantee of

return or payment of distributions, speculative nature of the investment, reliance on management, conflicts of interest, absence of voting rights (if applicable) and limited ongoing disclosure from issuers that are not reporting issuers, etc. There are a number of specific risks that should also be considered and will be described in detail in each product's Offering Memorandum or disclosure document.

In addition, exempt products are sold under certain statutory prospectus exemptions, which exemptions relieve the products from having to file a prospectus. As such, you will not receive the benefits associated with purchasing products pursuant to a filed prospectus, including the review of the material by the securities commission or similar regulatory authority.

All applicable risks are described in detail in each product's Offering Memorandum or disclosure document and we encourage you to read the Offering Memorandum or disclosure document carefully before making an investment decision.

The Liquidity Risk of Exempt Market Securities

It is important that investors be aware of the risks associated with exempt market securities. While exempt market securities can be quite diverse (different industries, different investment features, etc.), they all generally share one characteristic, and that is that there is generally **no public market** for these securities. **You should understand that exempt market securities may not be easily sold, or may never be able to be sold when desired**, and therefore they must be considered "illiquid", and each investor must carefully assess the liquidity risk for each investment. While some exempt market securities may contain redemption privileges, some redemptions are restricted as to when those occur, there may be maximum redemption limits, there may be penalty fees for redemptions, etc., and all such features will be detailed in the Offering Memorandum or offering documents.

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

- If any investor needs to access cash (for an emergency or otherwise), it will likely be very difficult or impossible to sell their exempt market security in a timely fashion. Therefore, part of an investor's investible assets should always be in cash or liquid securities (meaning cash or securities which trade readily), in case they need to convert investments to cash.
- If an investor is unhappy with the performance of an exempt market security, it will likely be very difficult or impossible to sell their exempt market security for the purpose of re-allocating their investment dollars to something else. Exempt securities investors must therefore be prepared to hold for extended periods through adverse performance periods or events.

Using Borrowed Money to Invest (Leverage)

Using borrowed money to finance the purchase of securities involves greater risk than using cash resources only. The purchase of securities using borrowed money magnifies the gain or loss on the cash invested and this effect is called leveraging. If you borrow

money to purchase securities, your responsibility to repay the loan and pay interest on the loan as required by its terms remains the same even if the value of the securities purchased with the borrowed money declines.

Your Dealing Representative will provide a **Long Form Leverage Disclosure** if the DR recommends leveraging, or becomes aware that you have or you intend to purchase securities, in whole or in part, with borrowed money. The document will provide greater detail on the risks associated with using borrowed money to purchase securities.

Benchmarks Not Provided

An investment performance benchmark is a market or industry sector index against which you can measure the relative performance of your investment. By comparing your investment to an appropriate benchmark, you can see how your investment performed compared to the market or industry sector in general. Benchmarks should reflect a similar asset class, industry sector and/or risk level so they are comparable to the investment you are comparing the performance to. Due to the nature of exempt market securities, Privest does not currently provide benchmark comparisons.

Referral Arrangements

Privest may enter into arrangements where we pay, to a third party, a referral fee for them having referred a client to us, or where we receive, from a third party, a referral fee. In situations where Privest is paying out a referral fee, your Dealing Representative will provide a **Referral Arrangement and Fee Disclosure** if such arrangements apply to your account(s). If we are receiving a referral fee, it is the third party who would be providing a disclosure form to you.

Complaint Process

Privest is required by securities regulation to disclose its obligations to all clients in the handling of a client complaint and to identify the steps that the client must take in order for a complaint to be resolved. We encourage you to direct any complaints you have about Privest to our Chief Compliance Officer so we may have the opportunity to resolve your complaint, telling us what went wrong, when, and what you expect to happen. Privest will acknowledge receipt of your complaint as soon as possible, typically within five business days of receiving your complaint, and we will provide you with more detailed information about our compliant handling process. In most cases you can expect to receive a final response and decision from us (after our investigation of the matter) within 90 days of receiving your complaint. If the firm cannot resolve the complaint to the client's satisfaction, the client is entitled to the services of the Ombudsman for Banking Services and Investments ("**OBSI**"). OBSI is the required dispute resolution service provider outside of Quebec.

If Privest does not provide you with a final response within 90 days of receiving your complaint, you have the right to contact OBSI for a further review of any complaint

relating to trading or advising activity. You also have the right to contact OBSI within 180 days of receiving our final response if your complaint is not resolved to your satisfaction. OBSI provides its services at no cost to you. OBSI can be reached by telephone at 1-888-451-4519, by e-mail at ombudsman@obsi.ca or visit its website at www.obsi.ca. If you are a Quebec resident, you may consider the free mediation service offered by the Autorité des Marchés Financiers.

Privest Privacy Policy

Privest Wealth Management ("Privest") earns your trust by adhering to privacy principles in protecting your personal information. This notice is provided on behalf of Privest Wealth Management and its related service providers.

Definition of Personal Information

The term "personal information" refers to information that specifically identifies you as an individual and is provided to or collected by us. It includes, for example, your name and address, age and gender, personal information records, identification numbers such as your social insurance number (SIN), and your employment information. For business clients, "information" includes the above data plus names of officers, directors, owners, shareholders, jurisdiction of incorporation, financial information, and ownership structure.

Why We Ask for your Personal Information

From time to time, Privest may collect financial and other information about you. This information includes transaction-related details arising from your relationship with us and with third parties with whom you negotiate through us. We may obtain this information from a variety of sources, including from you, from our records, and from references you provide to us. Finally, we may also collect information from credit reporting agencies, other financial institutions or service providers. When you open an account with us, you authorize us to collect this information during the course of our relationship.

Sharing Your Personal Information

The only occasions when we are permitted to disclose client information is when it is authorized by the client or required or permitted by law. We may use and share your personal information with our employees, third party service providers and other financial institutions, but they will not share this information with others. The information will only be used for the following purposes:

- to verify your identity and conduct background verification;
- to operate your account and provide you with products and services you may request;
- to better understand your financial situation;
- to set up, manage and offer products and services;

- if you provide us your social insurance number, we may share it with government authorities for tax purposes. We may share it with credit reporting agencies to ensure the accurate matching of credit history files; or
- if you select to disclose or specifically direct us to disclose your personal information to a third party (as in the case where you request a product, such as an exempt market security or a service from a third party, after receiving information or to securities issuers under National Instrument 54-101).

We may also use or share your personal information in order to meet the requirements of legal and securities regulatory authorities and self-regulatory organizations including Securities Commissions, who may collect, use or disclose such personal information obtained from registrants for regulatory purposes, including:

- surveillance of trading-related activity;
- sales, financial compliance, trade desk review and other regulatory audits;
- investigation of potential regulatory and statutory violations;
- regulatory databases;
- enforcement or disciplinary proceeding; and
- reporting to securities regulators.

Privest has summarized the ten principles, which have been built upon the values set by the Canadian Standards Association's Model Code for the Protection of Personal Information and Canada's Personal Information Protection and Electronic Documents Act (PIPEDA).

ACCOUNTABILITY

Privest is responsible for maintaining and protecting client information under its control.

IDENTIFYING PURPOSES

The purposes for which customer information is collected shall be identified before or at the time the information is collected.

CONSENT

The knowledge and consent of the customer are required for the collection, use or disclosure of customer information except where required or permitted by law.

LIMITS TO THE COLLECTION OF PERSONAL INFORMATION

Privest will limit the amount and type of personal information collected to which is necessary for its purpose. Personal information will be collected by fair and lawful means.

LIMITS TO THE USE AND DISCLOSURE OF PERSONAL INFORMATION

PRIVEST Wealth Management will not use or disclose personal information for purposes other than those for which it was collected except with the consent of the individual or as required or permitted by law. Personal information will be retained only as long as necessary for the fulfillment of those purposes.

ACCURACY

Privest will keep personal information as accurate, complete and up-to-date as necessary for its purposes.

SAFEGUARDING CUSTOMER INFORMATION

Customer information is protected by security safeguards that are appropriate to the sensitivity level of the information. Every Privest employee, as a condition of employment, takes responsibility for protecting customer privacy, confidentiality and security. This obligation remains in effect even after an employee leaves Privest. Suppliers of services to Privest, such as data processing firms, are required to sign contracts obligating them to protect the privacy and confidentiality of personal information provided to them, to enable them to perform their function. Appropriate controls are in place over computer systems and these controls are reviewed on an ongoing basis to ensure compliance with our security and privacy policies.

OPENNESS

Privest will make available its review policies and procedures regarding management of personal information. Privest will ensure individuals are reasonably able to acquire information regarding our policies and procedures and will make this information available in a form that is generally understandable.

INDIVIDUAL ACCESS

Upon request in writing, clients shall be informed of the existence, use and disclosure of their information and shall be given access to it. Clients may verify the accuracy and completeness of their information, and may request that it be amended if appropriate.

HANDLING PRIVACY COMPLAINTS AND SUGGESTIONS

Questions and concerns regarding personal information held by Privest or about its compliance with the Privest Privacy Code can be answered by the Privacy Officer at Privest. For further information, please contact us as below.

Privest Documents you will Receive

In addition to this *Relationship Disclosure and Conflict of Interest Disclosure Document*, your Dealing Representative will provide you with a copy of the following documents you have signed:

- Your Client **KYC Form**, including when it is **updated**

If following additional disclosure documents apply in your situation, your Dealing Representative will provide you with a copy of these documents you have signed:

- **Dual Occupation Disclosure** (if your Dealing Representative is insurance-licensed or otherwise has a dual occupation of a financial services nature)
- **Referral Arrangement Disclosure** (if your account is part of such an arrangement)
- **Long Form Leverage Disclosure** (if your Dealing Representative has recommended you borrow to invest or is aware that you have borrowed to invest where they have not made that recommendation)

Your Dealing Representative will also provide you with other documents from Issuers or Trustees regarding your exempt securities transaction(s).

Updates to this Document

We will send you revised versions of this document when there are material changes.

Contact Us

If you wish to obtain further information concerning your relationship with Privest, please contact your Dealing Representative or the Chief Compliance Officer at:

Privest Wealth Management Inc.
Attention: Chief Compliance Officer
Suite 404, 2303 4th Street SW
Calgary, AB T2S 2S7
Tel: 403-767-9176
Email: compliance@privest.ca