



# **RELATIONSHIP DISCLOSURE INFORMATION**

## **INCLUDING CONFLICTS OF INTEREST**

**Important information for our clients**

## TABLE OF CONTENTS

WHY WE ARE PROVIDING THIS DOCUMENT TO YOU .....	2
ABOUT US AND THE PRODUCTS AND SERVICES WE OFFER .....	2
CONFLICTS OF INTEREST .....	3
ACCOUNT TYPES AND CUSTODY OF ASSETS .....	8
OUR OBLIGATION TO KNOW OUR CLIENTS AND ASSESS TRADE SUITABILITY .....	9
OPERATING AND TRANSACTION CHARGES .....	10
FEES AND COMPENSATION RECEIVED BY US .....	10
FEES AND COMPENSATION RECEIVED BY OTHER PARTIES .....	11
REPORTING YOU WILL RECEIVE .....	11
TYPES OF RISKS WITH EXEMPT MARKET SECURITIES .....	12
USING BORROWED MONEY (LEVERAGE) TO INVEST .....	13
BENCHMARKS NOT PROVIDED .....	13
REFERRAL ARRANGEMENTS .....	13
COMPLAINT PROCESS AND DISPUTE RESOLUTION .....	13
OUR PRIVACY POLICY .....	14
PROVIDING TRUSTED CONTACT PERSON INFORMATION .....	14
TEMPORARY HOLDS ON YOUR ACCOUNT .....	15
SHARED SERVICES AND PREMISES .....	15
CONTACT US .....	15
CLIENT ACKNOWLEDGMENT .....	15

### Why we are providing this document to you

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

### About us and the products and services we offer

TPCWM is an exempt market dealer (“**EMD**”) registered in BC and Alberta with the BC Securities Commission as our primary regulator. We provide investment opportunities in certain exempt market securities to qualified investors.

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

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

## Conflicts of interest

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

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

In the section below, we describe the nature and extent of the material conflicts we have identified, the potential impact that the conflict could pose to our clients, and how that conflict has been or will be addressed.

Conflict 1: We are related or connected to certain entities.	
<b>Description of conflict:</b>	TPCWM has a relationship (including common control) with the following related or connected parties, which receive fees for the services that they perform. These entities share office space and administrative resources with TPCWM (see further section “Shared services and premises”).
<b>Three Point Capital Corp. (“the MIC” or “the Issuer”)</b> , a company that is carrying on a business of a Mortgage Investment Corporation (“MIC”) as defined in the Income Tax Act. The MIC is related to the Firm through two common officers, one common director, and management personnel. The MIC is a licensed mortgage broker in B.C. and was incorporated under the BCBCA on February 22, 2017 and is extra provincially registered to carry on business in AB, SK, MB and Ontario. The MIC’s business involves investing in mortgages through lending secured on real estate in Canada with the purpose of generating returns for Shareholders. The MIC’s mortgage loans typically serve a niche market of individual, builder and corporate borrowers requiring quick response times and flexible and often short term (generally one year) financing terms that do not typically meet the standard financing criteria of banks and other traditional lenders. The MIC currently lends in BC, AB and Ontario. The Offering Memorandum for the MIC contains additional disclosure of the entities and their controlling individuals who are shareholders of the Manager, which Manager wholly owns TPCWM.	

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

<p><b>Client impact:</b></p>	<p>We are engaged in multiple activities for both TPCWM and the above related entities, and we may have competing demands on our time and business priorities between the entities. Clients should understand that directors or management of TPCWM as the EMD may have conflicting duties owed to the related Issuer or Manager which could potentially bias the actions or inactions we take with TPCWM clients. Similarly, our Dealing Representatives may have conflicting duties if they act in other capacities. (See Conflict 5: Outside Activities).</p> <p>Though not paid directly by clients, or paid to the Firm, the MIC pays an ongoing Management fee to TPCMC (the related Manager) based on the value of the mortgage balances at the end of each month. The MIC also pays a Transfer Agent fee to the Manager for the maintenance of the MIC securities registry. (See details in "Fees and Compensation received by other parties".) The more share capital that is raised though sales of the MIC, the greater the opportunity for investment in mortgages which increases the Management fee earned by entities related to us. Thus, in order to raise funds for mortgage investing, our Dealing Representatives could be influenced by this conflict to recommend that a client purchase the MIC despite the purchase not being suitable for the client.</p> <p>For the impact related to the Dealer Service fees we receive, please see Conflict 4: Compensation Arrangements.</p>
<p><b>How we address this conflict:</b></p>	<p>We address these conflicts by having policies regarding trade suitability, director's and management's outside activities, adherence to regulatory requirements that apply to TPCWM and its related entities, and providing this disclosure. Please see the conflicts below for more details on ways we resolve these conflicts as the conflicts listed in this item are further detailed in the those listed below due to their interconnected nature.</p>

Conflict 2: We offer ONLY securities of a related / connected issuer	
<p><b>Description of conflict:</b></p>	<p>TPCWM only offers securities of a related/connected issuer which is managed by related parties, and which the Manager receives a Management fee for its services. There is common ownership and common directors between these parties and TPCWM.</p>
<p><b>List of products offered by us:</b></p>	<p><b>List of “related or connected issuer” products offered by us:</b></p> <ul style="list-style-type: none"> <li>• <b>Three Point Capital Corp., (“the MIC” or “TPCC”)</b> offering shares of the MIC to qualified investors by way of an Offering Memorandum and subscription document <b>(the “MIC Shares”)</b></li> <li>• <b>Three Point Capital Corp.,</b> offering promissory notes to Accredited Investors and Friends/Family/Close Business Associates, by way of a subscription document <b>(the “MIC Notes”)</b>. Should we offer this private placement from time to time, it will only be offered to residents of B.C.</li> </ul>
<p><b>Client impact:</b></p>	<p>Clients will not receive advice on any other securities and may not therefore benefit from advice about other alternative securities or may receive advice that could be affected by this close relationship.</p> <p>Our relationship with the Issuer and the Manager may cause TPCWM to perform due diligence on the products that we offer with a less independent view than that of an arm’s length party.</p> <p>We may also be considered to have an added incentive to sell these securities, including that the judgement of our DRs, management and supervisory staff may be affected by this close relationship.</p>
<p><b>How we address this conflict:</b></p>	<p>We address this conflict by providing this disclosure, having policies and procedures in place to assess a purchase as suitable (or not) for a particular client based on their unique personal circumstances, and having internal trade supervision policies and procedures. As the EMD, we conduct our own robust review of the MIC so that we and our DRs have a thorough understanding of the security including its features and risks and we monitor the security on an ongoing basis. We also periodically conduct a review of other similar products available to evaluate whether TPCC is competitive with other MICs in the market.</p> <p><b>Despite these procedures, you may wish to get independent advice from a trusted professional before you consider purchasing these related/ connected issuer securities through TPCWM.</b></p>

Conflict 3: We offer access to a limited number of products	
<p><b>Description of conflict:</b></p>	<p>We do not offer a wide range of products from variety of issuers or sectors. Rather, we offer a <b>very limited number of products</b> from a related/connected issuer.</p>

<b>Client impact:</b>	The products that we offer may not be suitable for everyone. <b>Our Dealing Representatives can only provide advice regarding the products that we offer and cannot provide you with advice on other investments</b> or asset classes that may be beneficial for you to invest in. Should you wish for advice about other securities, you will need to seek out a different registered firm.
<b>How we address this conflict:</b>	We provide this disclosure so that you understand the limitations of our services and have no expectations of broader services or product choice. We have developed a detailed Know Your Client process and train our DRs to assess the suitability of trades. As a firm, we monitor the suitability of purchases and conduct ongoing training of our DRs to address issues that we find. We have developed client profiles to help determine the type of investor for whom the products we offer is best suited and, with limited exceptions, our DRs turn away potential clients for whom our products are not suitable. We also consult external compliance professionals from time to time to assist us in evaluating whether our policies are adequate to address this material conflict.

<b>Conflict 4: Compensation arrangements</b>	
<b>Description of conflict:</b>	<p><b>Dealer Service fee:</b> We receive a monthly Dealer Service fee from the MIC, in order to compensate us for our activities as an exempt market dealer. This fee is a percentage based on the amount of the MIC capital, and therefore will increase or decrease over time based on changes in the MIC capital. This is the sole source of revenue for TPCWM and is fully described in this document in the section "Fees and compensation paid to us".</p> <p><b>Management fee:</b> The MIC pays the Manager a Management fee for its services equal to a percentage of net assets under management. A detailed schedule is in the section "Fees and compensation paid to us".</p> <p><b>Transfer Agent fee:</b> The related MIC pays the Manager a Transfer Agent fee for the administration of shareholder records. More details are in the section "Fees and compensation paid to us".</p>
<b>Client impact:</b>	<p>Though not a commission, the higher the amount of MIC share capital, the higher the Dealer Service fee paid to the Firm. Generally, the higher the share capital, the better the lending opportunities the MIC will have, which could increase the mortgage portfolio size, and therefore increase the Management fee paid to the Manager. These fees could influence our DRs to recommend MIC shares to clients, regardless of suitability, in order to raise funds to increase the MIC's share capital and net mortgage base for increased fees.</p> <p>While clients purchasing the MIC do not pay a commission or a trailer fee or any kind of fee for making a purchase, the Dealer Services fee, Management fee and Transfer Agent fee paid are ultimately a cost to all MIC holders and therefore impact each client. Although none of the fees above are charged to clients directly, but are deducted from the returns of the MIC, the payment of these fees will lower the rate of return on the MIC by the amount of the fees.</p>

<p><b>How we address this conflict:</b></p>	<p>We address the conflict of all compensation arrangements by having controls about such arrangements and providing this disclosure.</p> <p>Compliance and supervisory staff at TPCWM do not receive compensation or bonuses from TPCWM based on sales volume or based on the amount of Dealer Service fee, Management fee or Transfer Agent fee received by us or our related parties. Dealing Representative compensation at TPCWM is not variable based on sales volume, and does not include any commission, trailer fee, or sales bonus based on the amount of sales of securities they make, or Dealer Service fee received by us.</p> <p>The Management contract, Transfer Agent contract and the Dealer Services fee contract are all reviewed and approved by the independent Board of Directors of the Issuer.</p> <p>The Firm (through its product review committee and where information is available) conducts due diligence on comparable MICs and their EMD Firms to help ensure that Firm and Manager compensation models are competitive.</p>
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<p><b>Conflict 5: Outside activities (multiple employers)</b></p>	
<p><b>Description of conflict:</b></p>	<p>Our Dealing Representatives, supervisory staff and directors are engaged in other activities outside of their duties with TPCWM, which may include being a director, officer, licensed mortgage broker or employee of a related entity or related issuer. This includes one registrant who is in a position at the Manager who is able to approve specific loans for the MIC.</p> <p>Outside activities also include volunteer activities with charitable organizations, industry associations, etc.</p>
<p><b>Client impact:</b></p>	<p>Registered individuals with multiple employers are considered to be exposed to certain conflicts of interest, including the potential for biased judgement and added incentive to sell the securities offered by TPCWM when they are also directors, officers, or employees of a related entity or issuer.</p>
<p><b>How we address this conflict:</b></p>	<p>We address this conflict by having controls in place for reviewing any outside activities of our DRs, including a process for initial approval and ongoing monitoring of the outside activities. We also provide the appropriate disclosure of outside activities. We will not allow a director, officer, employee or representative to proceed with an outside activity if we determine that it will interfere with the proper discharge of the individual's duties to us or our clients or will otherwise give rise to a material conflict of interest that cannot be addressed in our clients' best interest.</p> <p>The common Director of the EMD and the Issuer (the MIC) does not receive compensation for his director duties, whereas the 7 independent Directors each receive a yearly stipend. The common director recuses himself from discussions regarding compensation contracts between the Issuer and the Firm or related entities. Directors and Officers of the Issuer are disclosed in the Issuer's Offering Memorandum.</p>

	<p>The 7 independent Directors of the Issuer approve the Lending Guidelines for the MIC annually. TPCMC staff perform internal audit procedures on 30% of new mortgages on a quarterly basis to ensure that the Lending guidelines are being followed. A summary report of the internal audit is emailed to the Board of Directors of the Issuer on a quarterly basis.</p> <p>It is also a requirement that, at all times, our DRs make it clear to clients when they are acting on our behalf and when they are acting in any other capacity.</p>
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Conflict 6: Complaint handling	
<b>Description of conflict:</b>	Addressing a complaint by a client can create a potential conflict if the Firm has a choice between addressing the complaint in a manner that is beneficial to TPCWM or addressing the complaint in the best interests of the client.
<b>Client impact:</b>	The potential risk to you is that we act in our own business interests and do not treat you fairly and in good faith.
<b>How we address this conflict:</b>	To control this potential conflict, the firm has adopted policies and procedures for the handling of client complaints, described further in this document in the section "Complaint process and dispute resolution".

#### Other conflicts of Interest matters

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

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

### Account types and custody of assets

As further described below, you may open either non-registered or registered account(s) through which the securities we offer may be purchased, subject to any restrictions on either the security or the account type.

#### Non-registered accounts:

Also referred to as "cash accounts", non-registered accounts can be opened directly through us. The Manager, acting under a management agreement with the Issuer, maintains the central securities register and updates this register to reflect the shares that you purchased. For the securities of the



Issuer that you purchase, while you will not receive a physical share certificate, you will receive a Trade Confirmation containing a written acknowledgement of your entitlement to a share certificate should you wish to request one. For payment instructions, refer to the subscription documents.

### **Registered Accounts:**

If you wish to purchase MIC shares in a third-party self-directed registered plan (e.g. RRSP, SRRSP, RRIF, SRRIF, TFSA, LIRA, LIF, RESP, FHSA), TPCWM will provide documentation for a third-party Trustee who has agreed to hold such securities in a self-directed registered plan, which Trustees may include Olympia Trust or others. For MIC Shares purchases where Olympia Trust is the Trustee, the Manager sends the Trustee a Global Certificate in lieu of physical certificates. The Manager updates the share registry to reflect the Trustee's ownership of the shares on behalf of your registered plan. Some Trustees may not handle certain exempt securities in certain plans. We will make Trustee applications and forms available for you to complete and sign and TPCWM will be listed as the dealer that sold you those investments. These are forms of the Trustee and are not TPCWM forms. Refer to the Trustee forms for payment instructions.

**For registered plans held at a Trustee, the Trustee will charge certain fees and have their own fee schedule detailing these fees.** Their fees can include annual administration fees, fees for partial or full deregistration of certain registered plans, transfer fees, etc. Fees differ by Trustee and will be itemized on the Trustee's fee schedule. The Trustee charges these fees to your account directly. **They are not shared with us.** Upon account opening, the Trustee will ask you to choose to have the Trustee fees paid directly by your bank account, credit card or deducted from cash balances held by the Trustee. All Trustee fees are retained by the Trustee. You will receive a copy of the Trustee fee schedule from this Firm at the time of account opening and you will be made aware of any changes to this schedule directly from the Trustee by email or posted in your Trustee portal.

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

TPCWM does not keep custody of assets such as client cash or securities. However, in the view of provincial regulators, we have access to client assets due to our close relationship with the Issuer, Three Point Capital Corp., and the Manager, Three Point Capital Management Corp. Some or all staff members employed by TPCWM are also employed by the Manager and have varying degrees of access to Manager and Issuer records depending on their role. It is conceivable that this access could result in the loss of some or all of your investment in the MIC including, but not limited to, due to fraud, negligence, or misconduct carried out by a TPCWM staff member or service provider or due to a threat entering through shared information technology systems or shared premises. See further information in the section called "Shared services and premises".

### **Our obligation to know our clients and assess trade suitability**

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

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

A TPCWM Dealing Representative will make an assessment about whether you are **eligible** to purchase an exempt security we offer and whether a purchase of a particular exempt security is **suitable** for you based upon the KYC information we collected. We encourage you to provide full and accurate KYC information, as we will rely on it for determining suitability. We reserve the right to refuse to execute any purchase which we believe to be unsuitable. We may be unable to facilitate purchases for clients who do not provide the necessary information as securities regulators require that we collect this information and use it to conduct our eligibility and suitability assessments. We will provide you with a copy of the completed KYC form, along with other disclosure documents that apply to your account.

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

## Operating and transaction charges

**TPCWM does not charge you a fee to operate an account**, meaning there are no fees directly payable by you to us as the exempt market dealer to open, maintain, transfer, or close your account. Similarly, **we do not charge any transaction fees**, such as a fee to make a purchase. **No redemption fees are charged on redemptions of MIC Shares or the MIC Notes.**

Should we determine in the future to impose any such fees, you will receive at least 60 days advance written notice.

## Fees and compensation received by us

**While the following charge is not paid directly by you, it is important as it reduces the investment return on the MIC Shares.**

**Dealer Service fee:** TPCWM receives a monthly Dealer Service fee from the MIC, in order to compensate us for our activities as a dealer. This fee is a percentage based on the amount of the MIC capital, and therefore will increase or decrease over time based on changes in the MIC capital. This is not a “commission” as it does not apply to a particular purchase, or whether there are any purchases, and is a fee meant to provide reasonable operating revenue to the EMD for providing dealer services. This fee is meant to compensate the EMD for its time for processing documents such as KYC, suitability analysis, as well as establishing and maintaining compliance programmes, such as FINTRAC’s anti-money laundering and terrorist financing. Each month the MIC pays TPCWM an amount totalling 1/12 of 0.3% of the value of the MIC’s share capital as a Dealer Service fee.

Although the Dealer Service fee is not charged to you directly, but is deducted from the returns of the MIC, this fee will lower the rate of return on your investment by increasing the MIC’s expenses.

Neither TPCWM nor its Dealing Representatives receive commissions or trailer fees on any purchases or ongoing holding of products you purchase through us.

## Fees and compensation received by other parties

While the following charges are **not** paid directly by you, they are important as they reduce the investment return on the MIC Shares.

**Management fee:** The MIC pays the Manager a Management fee for its services equal to a percentage of net assets under management based on the following schedule:

1.95% up to \$100 Million | 1.75% from \$100 Million to \$150 Million | 1.50% over \$150 Million

Keep in mind that while this fee may seem small, over time it can have a significant impact on an investment's returns due to the effect of compounding. Not only is the MIC's return reduced by the Management fee, but it loses any return it would have earned *on* that fee.

**Transfer Agent fee:** The MIC pays the Manager a Transfer Agent fee of \$85 per change in MIC's securities registry. This fee is to compensate the Manager for the administration of shareholder records.

**Commissions and Trailer fees:** The MIC pays commissions and trailer fees to third party exempt market dealers (under specific terms of dealer engagements).

**While the above charges are not paid directly by you, they are important as they reduce the investment return on the MIC shares by increasing the MIC's expenses. Please see the Offering Memorandum or other offering document** for a full description of the costs and fees associated with the MIC Shares and discuss these with your Dealing Representative.

**MIC Notes:** There are no fees associated with the MIC Notes, as these securities as offered by TPCC pay a fixed interest rate (based on an external reference rate). The MIC Notes are available only to a limited number of purchasers and may not be available at all times and which offering is subject to change. The MIC makes a profit from these Notes as the rate of interest paid to Note holders is less than the rate that the MIC pays on its Credit Agreement.

## Reporting you will receive

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

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

**Account Statements:** We will provide one transaction statement at the end of the quarter in which your purchase was made. The account statement will include the transaction details (e.g. date, security name, number of shares transacted, purchase price, total value of the transaction) for all transactions which occurred within the three months covered by the statement. The MIC, as Issuer, will provide ongoing account statements on a quarterly basis.

**Annual Compensation and Charges Report:** You will not receive this report as, due to the nature of our relationship with you, we are not required to send this report to you.

**Annual Investment Performance Report:** You will not receive this report unless, due to the nature of our relationship with you, we are required to send this report to you.

## Types of Risks with Exempt Market Securities

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

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

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

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

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

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

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

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

**Conflicts of interest:** The majority of the directors of the MIC and of the Manager are employed by or act in other capacities for other companies and investors involved in mortgage and lending activities. It may be difficult for some of the directors or the Manager to exercise independent judgement about certain matters. See the Conflict of interest section in this document.

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

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

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

## Using borrowed money (leverage) to invest

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

## Benchmarks not provided

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

## Referral arrangements

We do not currently have any referral arrangements.

## Complaint process and dispute resolution

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

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

## Our privacy policy

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

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

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

TPCWM has entered into agreements with related entities and third-party service providers to provide services or access to systems that are needed for us to offer exempt market dealer services to you. These agreements contain confidentiality clauses covering the use of your personal information.

## Providing Trusted Contact Person information

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

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

You may provide us at any time with the contact information of a trusted contact. We will provide you with a form for this purpose which contains additional information about trusted contacts. We will only contact the trusted contact if financial exploitation, abuse, or fraud is suspected, or we have reason to believe that you have diminished or loss of mental capacity. We may also reach out to your trusted contact if we are unable to reach you and are seeking your current contact information. It is up to our discretion whether or not to contact your trusted contact person. If you have already provided us with



this information, please let us know if you'd like to update the information we have on file.

## Temporary holds on your account

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

## Shared services and premises

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

## Contact us

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

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

## Client Acknowledgment

### Client responsibilities

It is your responsibility to:

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

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

### Consent to electronic delivery of documents

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

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

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

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

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

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

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

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

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

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

☒ **YES, I/we consent to the use of email.** I/we consent to receiving email (also called “commercial electronic messages”) from TPCWM and its representatives, which may include newsletters and occasional updates. I/we understand that I/we can unsubscribe from receiving emails at any time through a link in the email or may do so by contacting TPCWM by mail or



telephone. Electronic messages will be sent to the email address I/we have provided below to TPCWM. I/we understand that TPCWM may continue to send some items by regular mail even having received this consent.

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

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

## Client Signature

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

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

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