



**NATIONAL
BANK**

SAVINGS AND INVESTMENTS



LBC FINANCIAL SERVICES

Reference Documents

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**A Comittment
You Can Trust**

Welcome! We are very pleased to have you as a client of National Bank Savings and Investments Inc. ("NBSI", "we" or "our"), a mutual fund dealer and subsidiary of National Bank of Canada ("NBC").

We invite you to read this document which is intended to inform you about the nature of your relationship with us.

A relationship of trust

We offer you a process at the center of which is your mutual fund representative. Specifically, your representative undertakes to:

- Know your personal and professional financial situation and investment objectives.
- Recommend products and services that are suitable for you based on the information you have provided.
- Protect the privacy of your personal information.

However, you are responsible for making decisions concerning your investments.

Products and services offered

Whether you're starting your working life or are ready to retire, we have the investment solution for you. We offer you advisory services as well as a range of products and services that will enable you to benefit from multiple benefits such as turnkey solutions, optimal diversification, and the expertise of portfolio managers at National Bank Investments Inc. (NBI). Your mutual fund representative will exclusively offer you products and services from NBC and its subsidiaries.

- **Different types of accounts offered:**

We offer the Registered Retirement Savings Plan (RRSP), Registered Retirement Income Fund (RRIF), Tax-Free Savings Account (TFSA), tax-free First Home Savings Account (FHSA), Registered Education Savings Plan (RESP), Locked-in Retirement Account (ERP), Locked-in Retirement Savings Plan (REP), RESTRICTED Income Plan (ERS), Life Income Fund (LRIF), Restricted Life Income Fund (RVRF), Prescribed Retirement Income Fund (PRRIF), Regulatory Retirement Income Fund (RRIF), Locked Retirement Income Fund (FRRIF) and non-registered account in CAD and USD currencies.

- **Products offered:**

- **NBI Investment Funds:** These investment funds are those offered by NBI and sold by authorized dealers, including NBSI. They pool the money of several investors like you. The pooled amounts are then invested in different asset classes managed by reputable portfolio managers.
- **NBI Portfolios and NBI Sustainable Portfolios:** These portfolios include investment funds offered by NBI and sold by NBSI. They are managed by some of the best portfolio managers in the world. The portfolios are well diversified and designed to reduce risk while maximizing returns. NBI Sustainable Portfolios are designed to meet the needs of those who want to gain exposure to companies or issuers that apply the best sustainability practices in their sector or that seize opportunities created by the transition to a fairer economy.
- **Guaranteed Investment Certificates (GICs):** These are deposit products with a specific term and maturity date with the goal of preserving your invested capital. The capital is 100% protected if it is held until maturity.
- **Market-Linked GICs (ML GICs):** These ML GICs offer a variety of investment options that take advantage of the growth potential of equity markets and offer a higher return opportunity than a conventional fixed-rate GIC. The capital is 100% protected if it is held until maturity. The market value obtained may be less than the invested capital if the ML GIC is sold before maturity.

The investment products mentioned above may be managed or distributed by third parties or by our affiliates. NBSI does allow the transfer and possession of third-party products but does not sell them. Investments held in the holder's NBSI account are registered in the name of NBSI or another intermediary as a nominee. For more details, please visit our website at: www.nbc.ca/savings.

- **Services offered:**

- **Asset allocation service:** In order to meet your investment objectives, a variety of asset allocation services are available, including NBI Private Wealth Management, where a portfolio manager selects and tracks investments selected on a discretionary basis.
- **Systematic investment or systematic withdrawal plans:** These plans allow you to systematically invest or withdraw (depending on the period chosen) amounts from your bank account or investment account as appropriate.

Benchmarks used

An investment performance benchmark is a standard used to measure or compare the performance of a specific investment. By comparing the rate of return on your funds to an appropriate benchmark (typically a general stock or bond market index, or combination of them), you can assess how your funds have performed relative to the market. Benchmarks are also useful in developing realistic expectations about the returns that can be generated by your longer-term funds.

Investment performance benchmark information is included in management's annual report on the fund's performance for each mutual fund for which you hold securities in your account. They are available on our website www.nbc.ca/investment for NBI funds or on the www.sedar.com website for third-party funds.

The advantage of a rigorous approach

As a mutual fund dealer, we must determine that any measures we take or recommendations we make regarding an investment are in your best interests. We are committed to assessing the suitability of your investments whenever there is a significant change in your personal or financial situation, the evolution of one of your investments, or the transfer of assets into an NBSI account. To evaluate your needs, investment objectives, and suitability, your personal and financial information is required and must be updated every 36 months. We must also assess the suitability of your investments during this periodic update. It is important to inform your mutual fund representative of any changes in your personal or financial situation. We also need to make sure that the recommendations we make are right for you and are consistent with your situation and investment objectives. We

also check for consistency between each of the elements used to establish your investor profile, i.e., your investment objectives, your personal and financial situation, your investment horizon, your investment knowledge and your risk profile. The suitability obligation also applies to transactions you propose but which may not be suited to your investor profile. If so, we must notify you since these are unsolicited transactions.

Advice adapted to your personal situation

To properly assess the suitability of your investments, we need some essential facts about you. To do this, we use the Personalized Investment Guide, which is used to determine your investor profile based on your investment objectives and risk profile. Your mutual fund representative must consider this information when developing an investment strategy adapted to your needs and recommending investment solutions that are right for you. We perform a suitability analysis of your investments for each of your accounts. Following the opening of your account and whenever we are informed of a significant change, you will receive a copy of the documents containing the information collected about you.

In addition to your personal and financial situation, you will be asked for other information when opening an account, including:

- **Gross annual income:** your income from all relevant sources.
- **Approximate net worth:** the sum of your assets minus your liabilities.
- **Approximate liquid value:** the sum of your liquid assets.
- **Investment knowledge:** your understanding of investments, investment products and related risks.
- **Investment objectives:** the result you want from your investments.
- **Investment horizon:** the period from the time you invest money to the time you need to withdraw a significant portion (one third or more) of the money invested in the account.
- **Risk profile:** your attitude toward risk (risk tolerance) and your ability to assume risks during a market downturn when the value of your portfolio declines (risk capacity).

For more information about the meaning of the terms used above, please refer to *Appendix 1 - Definition of Terms Used*, of the Account Agreement of which you have received a copy.

The risks related to an investment

Each investment has a different potential for risk and return. For example, NBI Investment Funds are not guaranteed and their value may fluctuate. You should not agree to invest if you do not know the nature and extent of the risks to which an investment exposes you. Please review the risk information in the fund facts and simplified prospectus and discuss it with your mutual fund representative before investing.

Investing with borrowed money carries more risk than doing so with cash. If you borrow money to invest, you have an obligation to pay the interest due, even if the value of the investments you purchased declines. Please refer to the Account Agreement to learn more about the risks associated with borrowing money to invest.

Simple transactions and regular communications

You can carry out transactions in your account through your bank account or by electronic funds transfer and, exceptionally, by cheque, bank draft or mail order (certain conditions may apply). Your bank account may or may not be held at NBC as we also accept transfers from other financial institutions when applicable. Cash transactions are not accepted. Once a client, you can make your transactions through our website at www.nbc.ca. Keep in mind that cheques must be made out to *National Bank Savings and Investments Inc.* Transactions carried out in registered accounts may be subject to withholding tax, which will be deducted at source upon redemption. You will receive several important documents on a regular basis, such as confirmations of your transactions, portfolio statements, the annual performance report, the annual fees and compensation report, and tax slips.

- **Confirmation of your transactions:** A confirmation notice will be issued as soon as possible after each transaction carried out. For systematic investment plans for an investment fund with monthly or more frequent investments, a confirmation notice will only be issued for the first transaction carried out. The confirmation includes the following information regarding each transaction: the type of account in which the transaction was carried out, a description of the securities, the number of securities, the price for each security, the transaction date, the amount deducted for sales charges and other expenses, as well as the name of the mutual fund representative who carried out the transaction.
- **Portfolio statement:** We also send you a portfolio statement each quarter to provide you with an overall picture of your investment portfolio with NBSI. You can also request to receive your portfolio statement monthly rather than quarterly. The portfolio statement indicates, among other things, the type of account, the account number, the value of your investments, the composition of your portfolio, a description of the securities, the number of securities purchased, sold or transferred, and the dates of each transaction in your account, including transactions carried out under a systematic investment plan during the reporting period, your personalized returns, additional information for your income tax returns, and the address and telephone number of NBSI.
- **Annual Reports – Performance Report and Fees and Compensation Report:**
Annually, these two reports will be sent to you with your December 31 portfolio statement.
 - The performance report shows the activity and performance of the account (including the rate(s) of return) over the past year and since the account was opened, which allows us to assess progress in achieving the objectives.
 - The fees and compensation report shows the amounts received directly or indirectly by NBSI for services and advice rendered over the past year, including amounts paid by you.

A transparent compensation

There are no fees associated with opening an NBSI account. However, federal, provincial or territorial fees and sales taxes may apply for the transfer out of any registered NBSI investment account.

- **Management fees and operating expenses**
Management fees and operating expenses vary from one fund and series to another and are charged to the fund, generally based on a percentage of the daily average of the net asset value of each series. This percentage is disclosed in the fund facts and prospectus. These fees may vary depending on the category of underlying assets; fees for equity funds are generally higher than bond or money market funds. These fees are deducted directly from the fund's assets and are used to pay the fund's costs (portfolio management, record keeping, securities custody, reporting, etc.) and to generate the investment fund manager's profit margin. A portion of the management fees, called a trailing commission, is paid to the distributor on an ongoing basis as long as you hold these funds.
- **Trailing commissions**
The portion of the management fees attributable to a trailing commission is intended to compensate NBSI and its mutual fund representatives for the advice and services provided to clients in connection with the sale of the funds and the costs incurred for these purposes (maintaining the

position in its books, issuing statements, etc.).

These fees reduce the value of your investments, which will affect your capital appreciation throughout the holding period of a fund and will have a cumulative effect on the return of your investments over time. When you receive information about the value of your investment in a fund, these fees have already been taken into account. The percentage used to calculate the amount of the fees is disclosed in the fund facts and prospectus.

- **Short-term trading fees**

Fees representing a percentage of the value of your units in an NBI fund that you redeem or substitute within 90 days of purchase may be charged to you by National Bank Investments. These fees go to the fund.

For more information on the compensation paid to our mutual fund representatives or our fees, please refer to the Account Agreement, fund facts or simplified prospectus, or contact us.

Protection of vulnerable people

A regulatory framework governs the protection of vulnerable people as investors. Therefore, to protect your interests, NBSI asks you to designate a trusted contact person with whom we can communicate in specific situations, in particular, if NBSI:

- Has concerns about your ability to make financial decisions in your best interests, understand information, or measure the foreseeable consequences of a financial decision you may or may not make.
- Has concerns about possible financial abuse concerning you.
- Attempts to obtain your current contact information if you cannot be reached after several attempts.
- Attempts to obtain the name and contact information of a legal representative, if applicable.

In addition, if we have reason to believe that you are the victim of financial abuse, NBSI may need to temporarily suspend your account (s) to protect your interests.

Trusted contact person

Your consent makes it possible for us to inform your trusted contact person about:

- The purpose and reasons for communicating with them.
- Obtaining confirmation or information depending on the following specific situations:
 - Observations regarding your physical or psychological health when it appears to have deteriorated to the point where you appear to have difficulty in making free and informed decisions and/or in managing your assets held with NBSI.
 - The overall situation to discuss the possibility of taking the necessary steps to ensure the protection of your interests and to ask him or her to take these steps (opening of a protection regime, approval of the mandate in case of incapacity, power of attorney, etc.), if necessary.

Important: This is not a power of attorney. Therefore, NBSI cannot receive transaction instructions from this person for your NBSI account(s). Your consent remains valid and in effect until you update or revoke it by verbal or written notice to NBSI.

Temporary holds:

- When a temporary hold is applied, your account is monitored and must comply with our obligations to act with honesty, good faith, and loyalty towards our clients. This consists of protecting your interests by preventing any transactions in your account(s) while we analyze and investigate the situation and take any necessary measures.
- You will be informed in writing of the reasons for a temporary hold during the process and whether it will be extended past 30 days.
- During a temporary hold process, precautionary measures may be put in place to allow the payment of your bills and to meet your financial needs, as applicable. Therefore, before allowing any redemptions and/or withdrawals from your NBSI account(s), evidence demonstrating that these expenses have been incurred for you (e.g., original invoices, etc.) will be required.

Important: NBSI may apply a temporary hold on your NBSI account(s) only in specific circumstances, including if we have reasonable doubts to believe that you are or have been the victim of financial abuse or attempted financial abuse, you are in a situation of vulnerability, or you are experiencing reduced mental faculties that do not allow you to make financial decisions.

Conflict of interest

Introduction

Securities regulations in Canada require NBSI to comply with rules about conflicts of interest. It is important that we disclose material conflicts of interest that we have identified and how we are managing them, as well as how we are trying to reduce their impact.

Thus, you will find below the existing and reasonably foreseeable material conflicts of interest that may affect you as our client, including how we address these conflicts in the best interest of our clients. We will update you in a timely manner if any additional material conflicts of interest are identified.

What is a conflict of interest?

We consider a conflict of interest or potential conflict of interest to be any circumstance in which our interests or the interests of our representatives or employees could be inconsistent or divergent with the interests of the clients using our services. We take reasonable steps to identify, disclose and address all existing material conflicts of interest, as well as those that are reasonably foreseeable, in your best interests. We avoid any situation that would create a material conflict of interest which cannot be addressed in your best interest.

A conflict of interest is considered material when it can be reasonably expected that either or both of the following will occur: 1) it could impact a client's investment decision or their decision to use our services; or 2) it has an impact on the recommendations or decisions of NBSI or its representatives. To ensure we always put you, our client, first in any situation where a conflict of interest may hinder our relationship, our representatives must comply with (i) NBC's Code of Conduct, which establishes the basic principles which guide their conduct, and (ii) the regulatory requirements summarized in NBSI's policies and procedures. A description of the material conflicts of interest that we have identified is provided below.

NBSI's conflicts of interest

- **Proprietary products:** NBSI's product offering is limited to proprietary products and services that are manufactured and offered by NBC and its subsidiaries, such as NBI Funds and Guaranteed Investment Certificates including Market-Linked GICs.
- As a result, products offered by competing firms cannot be purchased through NBSI, and NBSI's suitability assessment will not take into

account non-proprietary products or the fact that these products might be better, worse or equal in meeting our clients' investment objectives.

- We manage this conflict by offering a wide range of products that can meet the needs of each investor profile and by conducting periodic due diligence on comparable products available from our competitors and by assessing the competitiveness of our products and their capacity to meet our client's financial needs.
- **Revenues, employees' compensation and personal interests:** We, as well as NBC and its subsidiaries, generate revenue from the products and services we sell to you, including through the management fees embedded in some of our products. NBSI and its representatives are also paid for the services provided. As a result, we may be incentivized to sell certain products and services that help us maximize our revenues. We may also be incentivized to have our clients acquire more products and services offered by NBC and its subsidiaries, since individual and collective compensation of our employees may be based, in part, on sales volume.
- These conflicts are managed by robust and effective risk-based account surveillance and compliance systems monitoring, and by disclosing the fees that may be charged on you while avoiding duplication. In addition, our compensation programs are validated and approved by a number of sectors to ensure that representatives do not recommend products that are not in clients' interests. As indicated in our policies and procedures, representatives must not, under any circumstances, force a client or exert undue pressure on a client to acquire a product or service. Lastly, we offer our representatives training programs on conflicts of interest.
- **Services provided by related entities:** NBC and its subsidiaries may receive various forms of compensation related to your doing business with us. As part of NBSI's offering to clients, NBC and its subsidiaries may be compensated for management, administrative and other services rendered or provided to one another. This could include income such as: income and/or spreads on cash balance held in your account, interest margins on deposits, interest on investment loans, foreign exchange margins at the time of currency conversion as well as trust and custodial fees. We may also suggest using the services of NBC or one of its subsidiaries as your needs change over time. For example, this may be appropriate depending on the complexity of your situation or the size of your assets. Your information may also be shared with NBC and its subsidiaries, to manage our relationship with you and offer you additional products and services.
- You can read the "Statement of Principles on Conflicts of Interest" document to access to the list of NBSI related entities and related or connected issuers. This document is available in the "Regulatory Documents" section on our website on the following link: <https://www.bnc.ca/particuliers/epargne-placements/investissements.html>.
- We address these conflicts by assessing the services provided to you by our affiliates and ensuring that they remain competitive. We disclose the fees that may be charged to you by us and/or our affiliates, in compliance with applicable securities law and we obtain your consent for the collection, use or sharing of your personal information and restricting the internal sharing of information in accordance with our Privacy Policy.
- **Transactional errors:** It is possible that, despite the good faith of a representative, an error could occur during the processing of a transaction for a client. For example, by failing to meet the cut-off time to enter a trade or by entering a transaction incorrectly, resulting in a loss for the client. A reasonable person might believe that NBSI has an interest in minimizing its costs in correcting such errors.
- We manage this conflict by complying with Canadian securities laws, industry guidelines and our error correction policy, which has been reviewed by the Independent Review Committee (IRC) of our Funds. The IRC is comprised of individuals who are independent from NBSI.
- **Conduct of NBSI and its representatives:** In the ordinary course of performing our duties, we, our directors, officers, employees and representatives may find our personal or commercial interests to be in potential conflict with those of a client. For example, we or our employees may be offered gifts that could compromise our impartiality or give the impression that our impartiality is compromised.
- We address such conflict of interest by ensuring compliance with NBC's Code of Conduct and NBSI's policies and procedures, which apply to us and prohibit: (i) using confidential information acquired in the course of our work or as a result of our position; (ii) taking advantage of a situation to derive any kind of benefit; and (iii) accepting or giving gifts, invitations or compensation that could influence decisions to be made in the course of our duties.
- In addition, we require our representatives to disclose all material conflicts of interest. In compliance with NBSI's policies and procedures, our representatives must avoid all material conflicts of interest or use controls for addressing conflicts in clients' best interests.
- We also provide our representatives with training programs on conflict of interest in order to help them to identify, escalate, address and disclose conflicts of interest. We have an effective risk-based compliance system, which monitors for items such as powers of attorney and incapacity mandates, where clients may be more vulnerable.
- **Redemption of third-party products:** When third-party products are contained in accounts transferred from a competitor to NBSI, NBSI may recommend redeeming these securities and re-investing the proceeds in securities offered by NBSI, since compensation for these products could be more profitable for NBSI. If these third party securities are not redeemed and held instead in the client's investment account, NBSI may receive compensation, such as a trailing commission, from the issuer of the securities.
- We manage this conflict by having policies and procedures in place, as well as robust and effective risk-based account surveillance and compliance systems that allow us to validate the suitability of transactions.
- **Dual occupation and outside activities:** Our registered representatives act both as representatives for NBSI and as banking advisors for NBC. In addition, some may also serve on a board of directors or take up other duties.
- We address these conflicts of interest by complying with legal and regulatory requirements and restrictions on individuals who act for more than one regulated entity. We also require our representatives to disclose their outside activities and review the potential risks and conflicts of interest associated with them. We do not allow participation in outside activities that involve a risk or a material conflict of interest, unless approved by NBSI.
- **Other conflicts of interest situations:** Other situations which create potential or real conflicts of interest may arise from time to time. NBSI is committed to continuing to do whatever is necessary to identify and address these situations fairly, reasonably, and in the best interest of our clients.

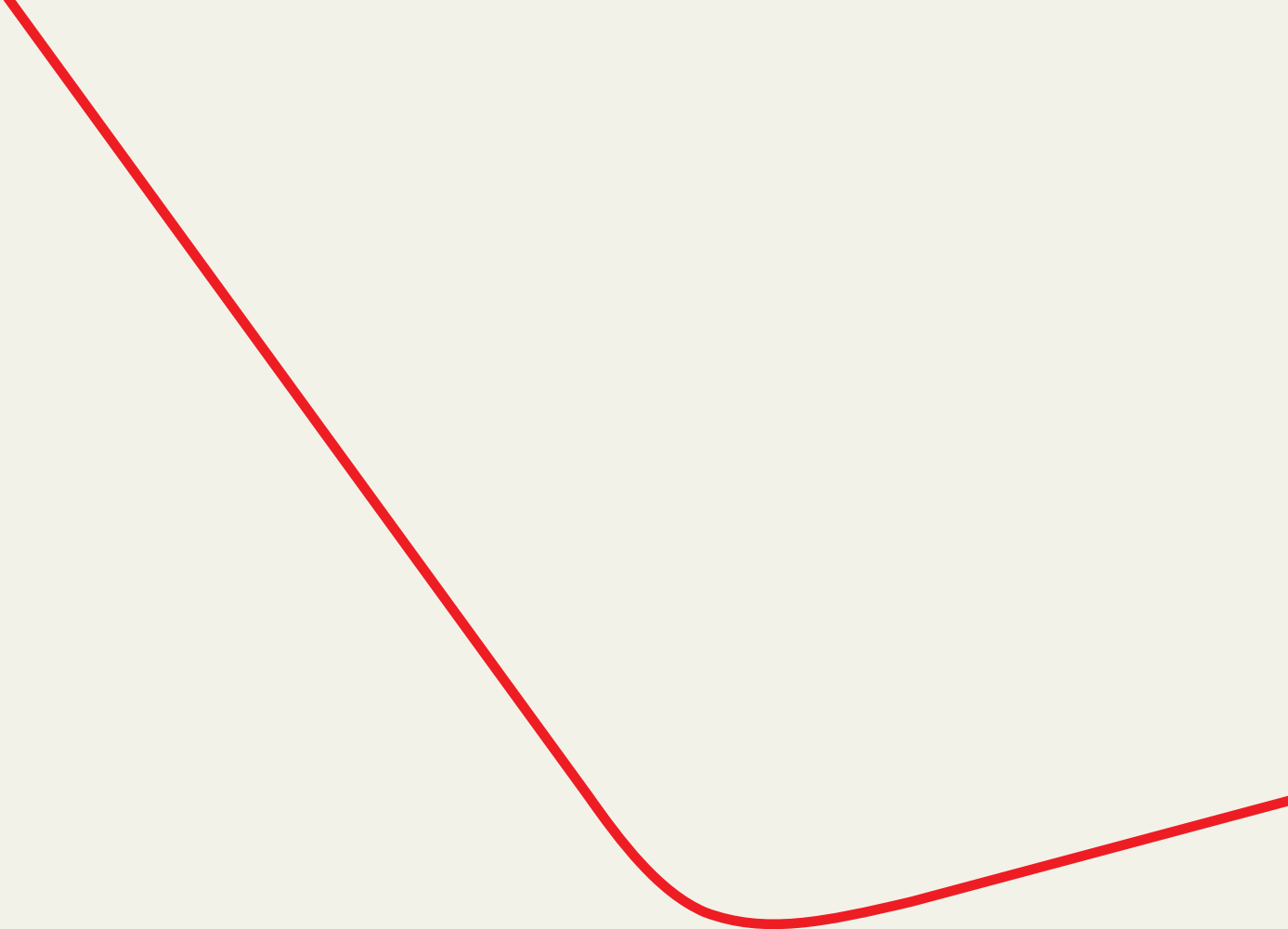
Document "Statement of Principles on Conflicts of Interest"

You can read the "Statement of Principles on Conflict of Interest" document, which is updated regularly to reflect any significant changes that may occur. This document is available in the "Regulatory Documents" section on our website on the following link:

<https://www.NBC.ca/particuliers/epargne-placements/investissements.html>

To reach us

You can go to a branch or contact your mutual fund representative whose contact information appears on your portfolio statement. You can also contact Customer Service Monday to Thursday from 8 a.m. to 6 p.m. (ET) and Friday from 8 a.m. to 5 p.m. (ET) at 514-871-2082 or toll-free at 1-888-270-3941.



Investment Complaint Settlement – Quebec

For a trust-based relationship

At National Bank Savings and Investments, your satisfaction is a priority. That's why we've developed a simple and efficient process for settling complaints.

Do you have a complaint about our products and services?

Here's how to contact us:

First step

Contact your branch or service centre

In the vast majority of cases, your complaint can be resolved quickly by contacting one of the complaint-handling officers directly at your branch, by phone or in writing.

What to expect

Upon receipt of your complaint, regardless of the channel you used to contact us, we will send you an acknowledgment of receipt confirming the date we began examining your complaint.

At your request, we will provide complete, up-to-date information about your complaint. We will notify you when we have completed our analysis of your complaint.

Second step

Client Complaint Appeal Office

If the person or department you submitted your complaint to is unable to resolve it within 14 calendar days,¹ it will be automatically forwarded to our Client Complaint Appeal Office without any action required on your part.

If you received a response within the specified timeframe but your complaint was not resolved to your satisfaction, please call or email the Client Complaint Appeal Office:

Phone: 1-888-300-9004 or 514-394-8655

Website: nbc.ca

Email: complaintappeal@nbc.ca

At your request, the Client Complaint Appeal Office will provide complete, up-to-date information about your complaint. It will communicate its decision in writing within 56 calendar days of the receipt of your original complaint (first step).

¹ Calendar day: Any day in the calendar year running from January 1 to December 31, including holidays.



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Other avenues of recourse

External complaint body

If you are not satisfied with the decision of the Client Complaint Appeal Office or if it was unable to resolve your complaint within 56 calendar days, you can submit your complaint to the external complaint body affiliated with National Bank Savings and Investments:

Ombudsman for Banking Services and Investments (OBSI)

20 Queen Street West, Suite 2400
P.O. Box 8
Toronto, ON M5H 3R3
Phone: 1-888-451-4519
Fax: 1-888-422-2865
Website: obsi.ca
Email: ombudsman@obsi.ca

Autorité des marchés financiers

If you are not satisfied with the handling of your complaint or the decision of the Client Complaint Appeal Office, you can request a review of your complaint file by the Autorité des marchés financiers:

Autorité des marchés financiers (AMF)

Place de la Cité, Cominar Tower
2640 Laurier Blvd., 4th Floor
Québec City, Quebec G1V 5C1
Phone: 514-395-0337 or 877-525-0337
Fax: 1-877-285-4378
Website: lautorite.qc.ca

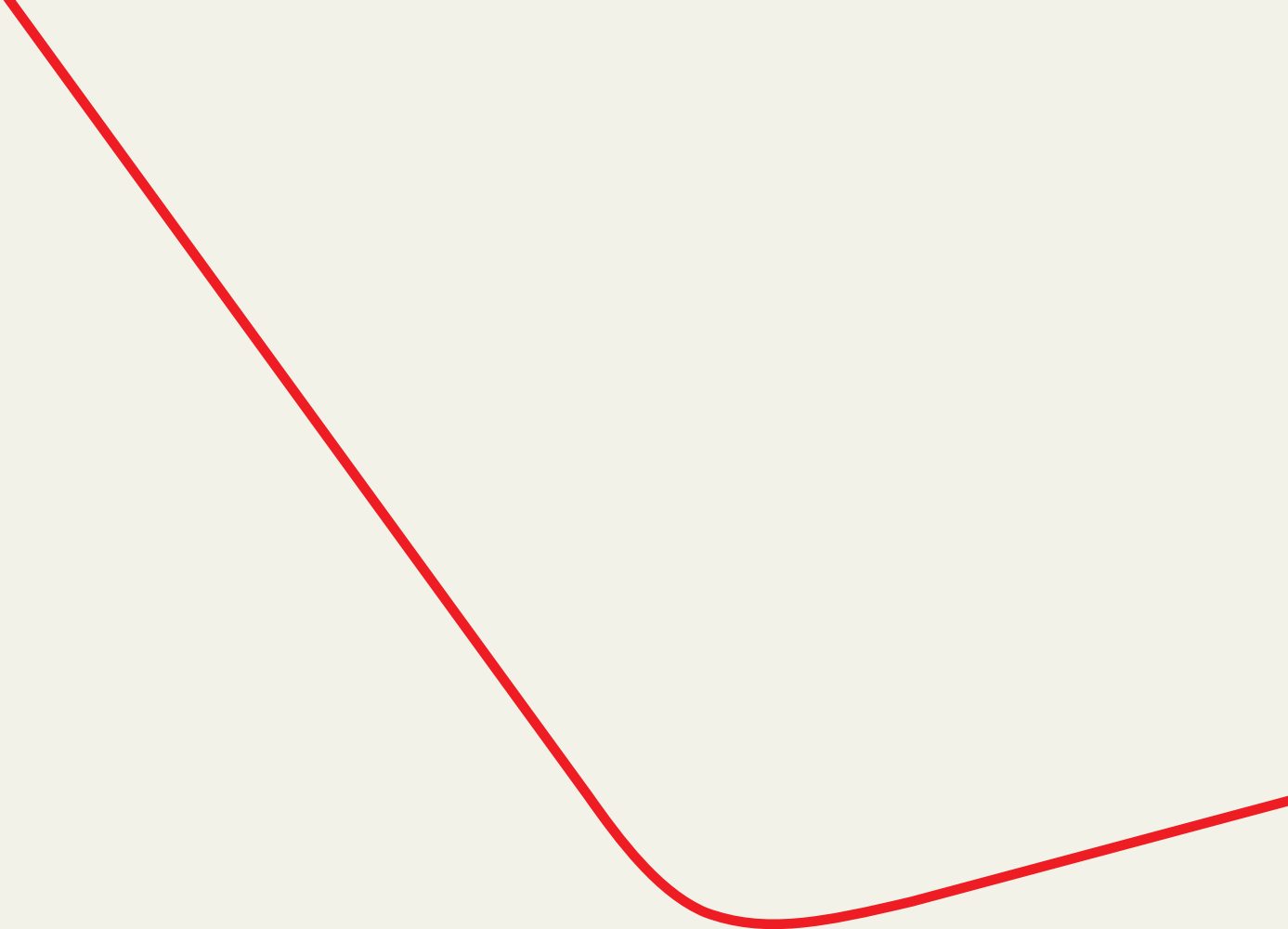
→ For more information on National Bank Savings and Investments' complaint settlement process, go to nbc.ca and scroll down to the "[Complaint settlement](#)" section at the bottom of the page.

514-871-2082 (Montreal area)
1-888-270-3941 (toll-free)



Less paper, same information.

Our documents are evolving to make your daily life easier and reduce our paper consumption.



Information on Handling Client Complaints – Outside Quebec

National Bank Savings and Investments Inc. ("NBSI") has adopted a procedure to treat all complaints received in an impartial and fair manner. Complaints are handled in accordance with regulations and standards applicable to NBSI.

How to file your complaint

If you wish to file a complaint with NBSI, or obtain detailed information on the complaint process, you can contact our head office Customer Service by calling at 514-871-2082 or 1-888-270-3941 or contact the complaints handling officer of a branch of the National Bank. Whenever possible, we invite you to submit your complaint in writing. If necessary, do not hesitate to inform us and we can help you.

Summary of the complaints procedure

When required, an acknowledgment will be sent to you in writing, generally within five business days of receipt of your complaint. We will analyze the complaint considering the information and documents on file. During the process, we will contact you if clarification or additional information is required. At any time, you can send us the information and documents that you deem necessary for our analysis.

Subsequently, we will notify you in writing the results of our analysis and our decision, no later than 90 days after receipt of the complaint. If the delay cannot be met due to a particular situation, you will be informed. The final decision will also include a reminder of the complaint, the next steps in case of dissatisfaction as well as an offer of a financial settlement, where appropriate. If necessary, we may ask you to sign a settlement agreement or a release.

In case of dissatisfaction

If you are dissatisfied with the processing of your complaint or our decision or if we have not been able to respond to your complaint within the required time, you can contact:

Client Complaint Appeal Office

Phone: 514-394-8655 or 1-888-300-9004

www.nbc.ca

Email: complaintappeal@nbc.ca

Other avenues of recourse

Ombudsman for Banking Services and Investments (OBSI)

If you do not receive a response from NBSI within 90 days of receiving your complaint or if you are not satisfied with NBSI's response, you can submit your complaint to OBSI:

20 Queen Street West, Suite 2400

P.O. Box 8

Toronto, Ontario M5H 3R3

Phone: 1-888-451-4519

Fax: 1-888-422-2865

www.obsi.ca

Email: ombudsman@obsi.ca

Canadian Investment Regulatory Organization (CIRO)

At any time, you can also file a complaint directly with CIRO:

40 Temperance Street, Suite 2600

Toronto, Ontario M5H 0B4

Phone: 416-364-6133 or 1-877-442-4322

Fax: 1-888-497-6172

www.ciro.ca

In addition, please note that the time limit for taking legal action in civil courts continues to run while the Client Complaint Appeal Office, the OBSI or the CIRO analyzes your complaint, which could affect your rights to initiate a civil lawsuit.



CIRO · OCRI

Canadian Investment
Regulatory
Organization

Organisme canadien
de réglementation
des investissements

How to Make A Complaint





About CIRO

CIRO regulates the activities of Canadian investment dealers and mutual fund dealers and the advisors they employ. CIRO sets rules for the firms and advisors we regulate and monitors the trading activity on all Canadian marketplaces. We can take disciplinary action if firms or their advisors break our rules. CIRO is overseen by the provincial and territorial securities regulators.

Here is what you need to know if you have a complaint about your advisor or investment firm regulated by CIRO.

You Can Make a Complaint to Your Investment Firm

Clients of a firm regulated by CIRO who are not satisfied with a financial product or service can make a complaint to the firm and seek resolution of the problem. The firm must follow our rules for handling client complaints and address your complaint promptly and fairly. You can find your firm's contact information on your account statement and your firm's complaint handling procedures on their website.

Learn more at [ciro.ca](https://www.ciro.ca) about how to make a complaint, where you can get help and your options for seeking compensation.

You Can Also Complain Directly to CIRO

If you feel there has been misconduct in the handling of your account we want to hear from you. You can complain to CIRO directly and we can investigate to determine if your advisor or firm has broken our rules and, if necessary, take disciplinary action. Disciplinary action can include fines or suspensions for firms or advisors that have broken our rules. You can make a complaint to CIRO, at any time, whether or not you have complained to your firm. However, CIRO does not order compensation to investors. If you are seeking compensation, the first step is to make a complaint to your investment firm. You can also consider the options described on the pages that follow.

We can be contacted by:

- 1 Completing the easy and convenient online complaint form at ciro.ca
- 2 By email at info@ciro.ca
- 3 By telephone at 1-877-442-4322
- 4 Fax at 1-888-497-6172
- 5 40 Temperance Street, Suite 2600
Toronto, ON M5H 0B4

Examples of Complaints We Investigate

Your firm or advisor:

-  Recommended investments that were too risky for you;
-  Made trades in your account without your permission or used your funds in ways that you were unaware of;
-  Charged you fees that were not explained to you;
-  Signed forms on your behalf without your knowledge.

Learn more at ciro.ca about how to make a complaint, where you can get help and your options for seeking compensation.

If You Are Seeking Compensation You Have Options

The Ombudsman for Banking Services and Investments (OBSI)

If you do not receive a response from your investment firm within 90 days or you are not satisfied with the firm's response you can go directly to OBSI. OBSI is Canada's free, independent and impartial service for resolving investment and banking disputes with participating firms. CIRO requires all the investment firms it regulates to take part in the OBSI process. OBSI can recommend compensation up to \$350,000, but currently its decisions are not legally binding. **You have 180 days to bring your complaint to OBSI after receiving a response from your investment firm. If your firm has not responded within 90 days, then you can take your complaint to OBSI without your firm's response.**

You can contact OBSI at:

- 1 1-888-451-4519
- 2 ombudsman@obsi.ca
- 3 obsi.ca
- 4 20 Queen Street West, Suite 2400
P.O. Box 8
Toronto, ON M5H 3R3



Other Options

Going to Court

You can hire a lawyer to take legal action or to assist you with your complaint, however this can be an expensive option. There are also time limits on legal action, which vary by province or territory. Once the time limit expires you may not be able to pursue your claim.

Arbitration

Arbitration is a process where a qualified arbitrator, chosen in consultation with both you and the investment firm, hears both sides and makes a final, legally binding decision about your complaint. This option is available if your CIRO firm is an investment dealer. There are costs to using arbitration, though often less than going to court. The arbitrator acts like a judge and reviews facts presented by each side of the dispute. Either side can choose to be represented by a lawyer, though this is not required. Arbitrators in the CIRO arbitration program can award up to \$500,000.

Learn more at [ciro.ca](https://www.ciro.ca) about how to make a complaint, where you can get help and your options for seeking compensation.

Provincial and Territorial Securities Regulators

Quebec

If you live in Quebec, in addition to the options previously described, you can use the free services of the **Autorité des marchés financiers** (AMF). If you are dissatisfied with the firm's handling of the complaint or the outcome, you can request to have the complaint examined by the AMF. The AMF will assess the complaint and may offer conciliation and mediation services, though firms are not required to participate.

If you think you are a victim of fraud, fraudulent tactics or embezzlement, you can contact the AMF to see if you meet the eligibility to submit a claim to the Fonds d'indemnisation des services financiers ("Financial Services Compensation Fund"). Up to \$200,000 can be payable for an eligible claim.

For more information on the AMF:

- 1 1-877-525-0337
- 2 lautorite.qc.ca/en



Other Provinces or Territories

Some provincial or territorial securities regulators can, *in certain cases*, seek an order that a person or company that has broken securities law pay compensation to harmed investors who make a claim. These orders are enforced similar to court judgments.

Access the link to your provincial or territorial securities regulator by visiting the following Canadian Securities Administrators page: securities-administrators.ca/about/contact-us

Learn more at cira.ca about how to make a complaint, where you can get help and your options for seeking compensation.



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Canadian Investment
Regulatory
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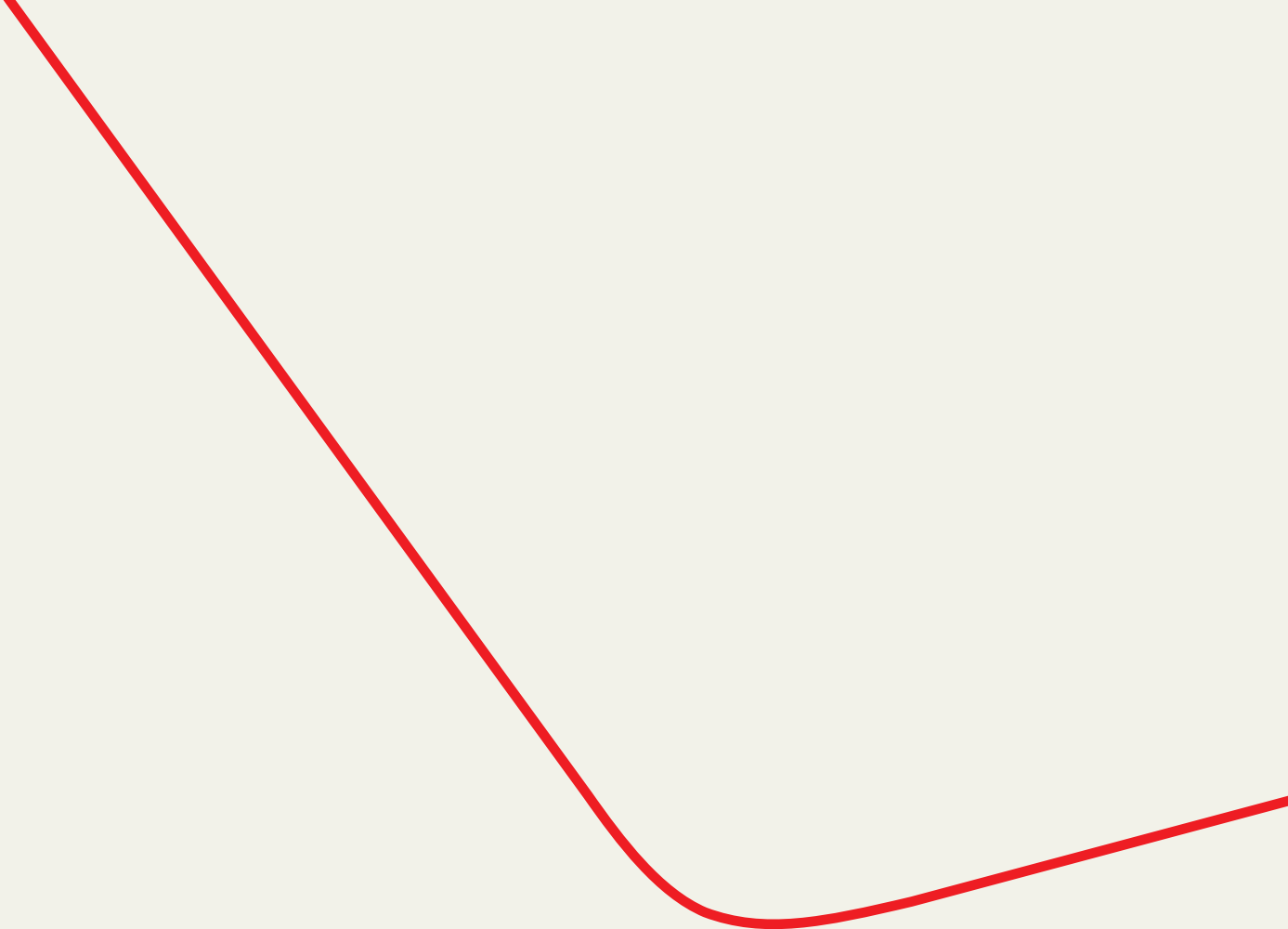
Organisme canadien
de réglementation
des investissements

Your complaint matters. It helps
to ensure you are treated fairly
and can help CIRO better protect
investors now and in the future.

Learn more about how
to make a complaint,
where you can get help
and your options for
seeking compensation.



ciro.ca



NBSI Investment Account Agreement

NBSI INVESTMENT ACCOUNT AGREEMENT

(ALL TYPES OF ACCOUNTS)

In consideration of the acceptance by National Bank Savings and Investments Inc. ("NBSI"), as evidenced by the first execution of transactions hereunder, to act as agent or mandatory of the holders (including the "annuitant") designated in the application form to which this agreement is attached, the parties agree as follows:

1. **Legal capacity and identification.** The holder, if an individual, declares that he/she is of full age of majority and legally able to be a party to this Account Agreement.

The holder, if a legal person or other entity, declares that it has the power and capacity to enter into this Account Agreement and conduct the transactions mentioned herein, and that the execution of this Account Agreement was duly authorized.

2. **Multiple accounts or holders.** If the account is opened in the name of several individuals or entities, the term "holder" shall also refer to each individual or entity, and each shall then be jointly and severally (solidarity in Quebec) liable with each other for all of the obligations set forth herein. If the holder has several accounts, the Agreement shall apply to each of that holder's accounts.

3. **Role of NBSI and registration of securities.** The holder hereby designates NBSI as agent for the purposes of engaging in the trade of mutual fund securities as well as other securities and deposit instruments distributed by NBSI (the "investments"); without limiting the generality of the foregoing, the holder hereby grants NBSI the power to purchase or request the redemption, exchange or sale of investments and to make deposits and withdrawals (on the cash/cash equivalent portion of the account) on behalf and as per the instructions of the holder. Such investments as may be held in the holder's NBSI account may be registered in the name of NBSI or another intermediary as nominee, and the holder specifically authorizes NBSI to do so. NBSI may at any time cease offering a product or service without notice. The holder acknowledges that certain personal information regarding the holder may be shared with the issuer or sponsor of investments held in the holder's account as a condition of holding such investments, and the holder may receive certain documentation directly from the issuer or sponsor of such investments, despite instructions to the contrary.

4. **Information of the holder.** The holder understands that any investment involves risk, and that the level of risk will depend, in part, on the holder's investment objectives. The holder understands that NBSI relies on the information provided by the holder and certifies that such information is up to date, accurate and complete unless the holder should indicate otherwise. The holder understands that NBSI may not be able to make appropriate recommendations if the information provided by the holder is not up to date. The holder agrees that NBSI shall not be held liable for an erroneous representation on the part of the holder, for the holder's information or for a failure on the part of the holder to provide important information.

The holder undertakes to promptly inform NBSI, and in any case within thirty (30) days, of any material change in the information previously provided to NBSI regarding, among other things, the holder's citizenship, residence, investment objectives, risk tolerance and financial situation. The holder shall fill out and sign any document required by NBSI in a timely manner following any such changes.

5. **Mutual funds.** NBSI mainly distributes the securities of mutual funds for which National Bank Investments Inc. ("NBI") acts as investment fund manager (the "NBI Funds"). Under some circumstances, certain mutual fund securities may be held in an NBSI account that are not managed by NBI or an affiliate as an investment fund manager and that were previously acquired through another dealer (the "Third Party Funds"). The holder understands, however, that new Third Party Fund securities cannot be purchased through NBSI. Only redemption transactions (sales) of Third Party Funds may be conducted through NBSI.

6. **Fees.** Fees shall be charged by NBSI under the circumstances detailed in this section, and NBSI shall be free to increase these fees or charge new ones. NBSI shall give the holder written notice of no less than sixty (60) days prior to implementing or modifying account fees. If dissatisfied with the modification, the holder may withdraw his/her investments and proceed with an account closure within ninety (90) days following the date of the modifications, otherwise the holder is deemed to have accepted the new or changed fees.

Fees payable

Fees of one hundred and fifty dollars (\$150) shall be payable for the transfer out of any registered NBSI investment account.

NBSI may sell any investment held in an account and debit such account to off-set any amount the holder may owe to NBSI under this Agreement.

7. **Cash transactions.** NBSI will generally accept and credit to an account any cheque, transfer or assignment that meets legal requirements. NBSI shall not accept the deposit of a cheque payable to another person. Funds deposited into the account by means of a cheque or otherwise shall only be made available to the holder once the clearing process is completed and NBSI has received the funds.
8. **Interest on account balance.** No interest shall be payable on positive balances recorded in the account. To receive interest on cash amounts, the holder must deposit such amounts in a cash solution product offered by NBSI.
9. **Currency.** NBSI may offer multicurrency accounts (Canadian and U.S. dollars). If such an account is offered, the holder may hold cash and securities denominated in Canadian and/or U.S. dollars. For reporting purposes (statements of account, etc.), the cash and securities denominated in U.S. dollars shall, in addition to being reported in U.S. dollars, be reported in Canadian dollars using the exchange rate posted by the National Bank of Canada on the relevant date of the report.

Transactions in a currency other than that held in the account may require a currency exchange transaction. National Bank of Canada, acting as principal, may earn revenues on any currency exchange transaction carried out in the account.

Unless stipulated otherwise, the currency exchange transaction shall take place at the National Bank of Canada's applicable bid and ask spread, based on the exchange rates in force at the time of the transaction.

10. **Minimum investments and holdings.** If the account balance falls below the minimum balance requirement disclosed in the prospectus relating to the NBI Fund securities held by the holder (usually \$500) or falls below \$500 if the holder holds investments other than NBI Funds, NBSI may ask the holder to increase the value of his/her investment or redeem the holder's investments. In such a case, the holder will be notified, in accordance with section 18 (Confirmations, statements and other communications) below, that his/her account balance falls below the required minimum. The holder shall then have thirty (30) days to pay the required amounts or request the redemption of his/her securities. Upon expiry of the thirty (30) day period, NBSI may redeem the holder's securities and close the account without further notice to the holder.

In the case of a tax-free savings account ("TFSA"), an initial minimum investment of \$1,000 is required when opening an account. Every withdrawal from a TFSA shall be a minimum of \$500, with the exception of a withdrawal of an amount lower than this amount performed at the time the TFSA account is closed.

11. **Instructions.** NBSI is authorized to act on the basis of any order or instruction which it in good faith believes comes from the holder or an authorized representative of the holder. The holder shall be responsible for all of the instructions that the holder or his/her authorized representative gives to NBSI, and the holder undertakes to indemnify and hold harmless NBSI against any and all liabilities, obligations or expenses (including reasonable legal costs) NBSI may incur for having acted on the instructions of the holder or his/her authorized representative.

NBSI reserves the right to set a cut-off time for receiving instructions from the holder for the purposes of carrying out the transaction on the same business day. Any instruction received from the holder after that time or on a day that is not a business day will be carried out on the next business day.

NBSI reserves the right to refuse to accept or carry out an order, instruction or other request of the holder or authorized representative in its sole discretion, particularly if the order, instruction or other request is not transmitted in accordance with NBSI's usual methods. NBSI will generally not act on instructions that are sent solely by email, fax, SMS or voicemail.

12. **Withdrawal.** In the event of insufficient assets or in the absence of instructions, the withdrawal is made on a pro rata basis, based on the other investments available in the account all while respecting the investor profile and the risk tolerance of the holder.
13. **Power of attorney and liability of legal representative.** The holder may designate an agent or mandatory to represent him/her by means of a power of attorney, which shall indicate the specific powers of that mandatory or agent.

Any power of attorney that meets the legal requirements of the province or territory in which the holder resides may be used. NBSI recommends that the holder obtain independent legal advice on the subject. NBSI reserves the right to accept or refuse the power of attorney presented by the holder. A legal representative (curator, tutor, estate liquidator) may also be designated to manage the account.

The mandatory or agent designated by the holder shall be required to honour all of the conditions set forth in this Account Agreement. The holder shall be responsible for the transactions carried out by his/her mandatory, agent or legal representative, even those with which the holder disagrees and believes to be contrary to his/her interests. NBSI shall not be responsible for these transactions.

14. **Designation of successor annuitant, surviving holder and/or beneficiary in respect of a registered retirement savings plan ("RRSP"), a retirement income fund ("RRIF"), a TFSA, a Tax-Free First Home Savings Account ("FHSA") or a locked-in plan (only in those provinces and territories where permitted by law)** (See also the sections on this subject in the account opening form, declarations of trust and locked-in plan contracts).

Only the spouse may be designated as the successor annuitant of the RRIF or surviving holder of the TFSA or the FHSA. Such a designation shall only take effect if the spouse is alive and still the holder's spouse upon the holder's death. In the case of the FHSA, the spouse must also be a qualifying individual at the time of death.

The designation of one or several beneficiaries of an RRIF, TFSA or FHSA shall only take effect if the successor annuitant or surviving holder, respectively, is not designated or, where such a designation exists, if the designated successor annuitant or surviving holder is no longer alive or no longer the spouse of the holder upon the holder's death or, in the case of a FHSA, if he or she is also not a qualifying individual at that time.

If the designated beneficiaries are still alive upon the holder's death, all proceeds payable under the RRSP, RRIF, TFSA or FHSA shall be paid to them in equal parts, unless a different proportion has been specified. If no share is attributed to the beneficiaries or the sum of the shares does not equal 100%, the proceeds shall, upon the holder's death, be allocated equally among the surviving beneficiaries. It is understood that the share of a deceased beneficiary will be shared equally among the surviving beneficiaries.

If a beneficiary is a minor, it shall be incumbent on the holder to ensure that a trustee or tutor to the minor's property is validly appointed in accordance with the applicable provincial legislation.

If no successor annuitant, surviving holder or beneficiary survives the holder, the proceeds of the RRSP, RRIF, TFSA or FHSA, as the case may be, shall be paid to the holder's estate upon his/her death.

In certain provinces and territories, retirement plan legislation provides that any rights to the proceeds of a locked-in plan are to be vested in the surviving spouse. In such cases, a beneficiary designation in favour of a person other than the spouse shall be valid only if the holder has no surviving spouse at the time of death, as defined under applicable legislation. If the designation of beneficiary is valid, the rules mentioned above, in particular concerning the distribution between beneficiaries, apply.

- 15. Property, joint accounts and survivorship provisions.** The investment account may be established in a single name, in which case NBSI will generally only accept the holder's instructions. Following the holder's death, investments held in the account, including cash, shall be paid to the holder's estate, subject to the provisions of section 16.

More than one person may be the holder of a non-registered NBSI account. For all joint accounts, NBSI must be informed of the survivorship option selected by the account's holders as well as of the name of the account's authorized signatories.

The survivorship provisions shall determine what will become of the investments held in the account in the event of one of these holders' death. Outside Quebec, holders must choose whether they will avail themselves of the option with right of survivorship. No such right of survivorship is available in Quebec. NBSI shall bear no liability for any claim stemming from the survivorship provisions selected.

If the joint account with right of survivorship is selected, the death of one or more holders shall not have the effect of preventing the survivors from withdrawing cash amounts or securities deposited in the accounts, and full ownership of the accounts shall be transferred to the surviving holder(s) on the same conditions. Upon receipt of an appropriate death certificate, NBSI shall ensure that the investments in the account are held in the name of the surviving holder(s).

In the case of a joint account where the joint account with right of survivorship option is not selected, upon the death of one of the holders, the survivors will not necessarily inherit the decedent's full share.

- 16. Authorized signatories (joint accounts).** For all joint accounts (whether or not the joint account with right of survivorship is selected), the holders may choose either an "or" or "and" account. If the "or" account is selected, NBSI shall accept the instructions of any of the account's holders. If the "and" account is selected, NBSI shall only accept the instructions of all holders together.

If the "or" account is selected, the holders agree that each of them shall, without being required to inform another person, be authorized to send instructions or information to NBSI pertaining to the account's management as though he/she were the account's only holder, unless the holders have given instructions to the contrary regarding the authorized signatories. Each holder shall then have the power to:

- give instructions for any buy, sale or other transactions, or actions relating to the joint account, including deposits into or withdrawals from that account; and
- take all steps and sign all documents relating to the joint account, including generally everything that may be required to open, maintain and close the joint account.

The holders also give each other a reciprocal and irrevocable power of attorney, with power of substitution, for the purposes of endorsing, depositing to the credit of the joint account and cashing any cheque, note, money order, bank draft or other negotiable instrument payable to the order of any of the holders. The holders authorize NBSI to pay all or part of any amount of principal or interest that is or may be credited to the joint account, to any of the holders or to the lawful attorney of any of them. If the holders select the "and" account, the transactions mentioned above shall be carried out once the holders have jointly affixed their respective signatures (or have otherwise signified their consent, depending on the nature of the request) to authorize the transactions. The account holders agree to jointly sign any endorsement for the purposes of depositing to the credit of the joint account and for the purpose of cashing any cheque, note, money order, bank draft or other negotiable instrument payable to the order of all of the holders. The holders further authorize NBSI to pay, to the order to the holders or to a bank account designated by them, all or part of any amount, in principal or interest, that is or may be credited to the joint account. NBSI does not verify the number of signatures required for each systematic withdrawal. The holder shall be responsible for informing NBSI of any irregular withdrawal.

The instructions given by the account's holders shall remain in force and NBSI may rely thereon until written notice is received confirming the cancellation of these instructions issued by one of the holders (in the case of an "or" joint account) or by each of the holders (in the case of an "and" joint account).

Regardless what type of joint account is selected, access to the account may be restricted in the event of the bankruptcy or disability of one of the holders. Moreover, the funds deposited into the account may be subject to the rights of any one of the holders' creditors or to claims brought against any one of the holders.

- 17. "In trust for" account.** If an "in trust for" (in-trust) account is opened, NBSI shall only accept the instructions of the designated trustee. In the event of death, it is the legal representative of the designated trustee, not the person for whom the account was opened, who shall exercise the rights in respect of the account. The legal representative shall then be the only person authorized to give NBSI instructions regarding this account. The holder undertakes to complete any formality that a relevant authority or agency may require so as to benefit from certain regulatory protections. If the account is subject to a contestation, challenge, seizure, request of a regulatory authority or judicial application, the holder shall intervene and bear the legal costs incurred by NBSI, where applicable.

- 18. Confirmations, statements and other communications.** Unless otherwise provided for herein, the principal holder of the account shall be the person who receives the trade confirmations and statements associated with the account, and the transmission to such holder shall be presumed to have been received by all other holders. NBSI may communicate with the holder by mail, email and telephone, as well as by any other means that may from time to time be authorized by the holder. Any notice, document or communication may be sent to the holder at the address set out herein or to the last address on file. The holder shall be responsible for informing NBSI (in writing, by telephone, by email or over the Internet, using the contact information available on National Bank of Canada (NBC) website) of any change in his/her contact information, more specifically his/her email address, telephone number and street address.

When NBSI mails the holder confirmation of the execution of an order, the holder shall inform NBSI of any error or omission in the contents thereof within three (3) days of its receipt. Upon expiry of such period, NBSI may consider the contents of the confirmation to be accurate. When NBSI mails the holder a statement of account, the holder agrees to verify its accuracy and notify NBSI of any error or omission within thirty (30) days of its receipt. Upon expiry of that period, NBSI may consider the contents of the statement to be accurate, and the holder hereby waives the right to contest any mention or omission whatsoever in the statement upon expiry of that timeframe. The holder shall not be entitled to claim any amount whatsoever from NBSI that may have been debited from or credited to the account, or contest a transaction.

If the holder chooses to receive notices, documents and other communications electronically (including trade confirmations and statements of account, where that option is available), these may be consulted on NBC's Personal Internet Banking Services. Each time the holder accesses his/her account using the services provided for in the schedule entitled "Electronic and Telephone Services", NBSI's Personal Internet Banking Services shall deem the holder to have examined and verified the entries and statements pertaining to his/her account. In such a case, the holder shall report any irregular entry as soon as possible so as to limit his/her losses.

- 19. Liability.** NBSI shall not be responsible for any damages, whether direct or indirect, consequential or special, or for any losses, costs or injury suffered by a holder or by others relating to the use of NBSI's services under this Account Agreement resulting, among others, from force majeure, a cybercrime or cyberthreat, technical error, non-availability of systems or any other event beyond the control of NBSI, unless the said damages result from negligence on the part of NBSI.

NBSI also disclaims any liability for losses in the account that are attributable to (i) the fact that NBSI relied on the representations made by the holder or given on his/her behalf, or (ii) any default or delay regarding receipt of the instructions or communications from the holder or the processing of his/her transactions or the transfer of his/her cash or securities to another entity.

The holder shall be liable for any damage, loss or expense (including reasonable legal costs) that NBSI may suffer or incur should the holder fail to comply with this Account Agreement.

- 20. Termination of the Account Agreement.** This Agreement shall remain in force until such time as it is terminated by means of a written notice from the holder, sent to and duly accepted by NBSI, or by means of a written notice from NBSI to the holder.

The holder may terminate this Account Agreement at any time. NBSI may also terminate this Agreement on thirty (30) days' prior notice, including for failure to comply with the conditions of this Account Agreement.

NBSI may also terminate this Agreement without notice or delay if the holder uses an account or the NBSI online services in an unusual, illegal or abusive manner. Unless the holder stipulates otherwise, NBSI may redeem the securities and remit the account balance to the holder, minus any fees or other costs that may be owing to NBSI.

- 21. Amendment to the Agreement.** NBSI may amend the terms and conditions of this Agreement on thirty (30) days' prior notice to the holder, and such amendment shall be deemed to have been accepted by the holder if he/she continues to place trades with NBSI thereafter.

The holder explicitly authorizes NBSI to notify him/her of any amendment to this Account Agreement by sending a prior written notice, including a notice entered on or included with his/her statement of account, and by publishing the amended agreement on NBSI's website.

- 22. Miscellaneous.** This Agreement shall enure to the benefit of and be binding upon NBSI, the holder and his/her heirs, as well as their testamentary executors, administrators, legatees, successors, liquidators and assigns, as the case may be. The holder may not assign this Agreement and his/her rights and obligations hereunder. NBSI may, at its discretion, assign to an affiliate of the National Bank of Canada its rights and obligations hereunder, retain the services of other service providers, including any affiliate of the National Bank of Canada, and generally take any action and execute any document or instrument that may be necessary or useful to implement this Agreement.

The invalidity or unenforceability of a provision shall not affect the other provisions of this Agreement, which shall be applied as if such invalid or unenforceable provision had not been written. This Agreement shall be governed by and interpreted in accordance with the laws in force in the province or territory in which the application is made.

The parties confirm they have requested that this Agreement and all related documents be drafted in the English language. Les parties confirment avoir exigé que la présente convention et tous les documents connexes soient rédigés en anglais.

COMMUNICATING WITH BENEFICIAL OWNERS OF SECURITIES

Explanation to clients

Generally speaking, the securities held in the client's (the "client" or "you") account(s) are not registered in your name but in National Bank Savings and Investments Inc. name ("NBSI", "us" or "our") or in the name of a person holding your securities on our behalf. You understand that the issuers of the securities held in your account(s) may not know the identity of the beneficial owners of these securities. This presents many benefits: the securities can be sold promptly, without you having to sign a power of attorney or endorse a certificate, and the dividends or interest payments can be deposited into your account for reinvestment, rather than you having to receive them in the form of a cheque, which would then have to be forwarded to us for deposit. This also allows us to issue consolidated tax slips, which is a great convenience when it comes time to file your income tax return.

In addition, the choice to consent to the disclosure of your information (as proposed in point 1 below) allows a reporting issuer to send you directly the documents relating to its internal affairs.

Under securities law, NBSI is obliged to obtain your instructions on various matters pertaining to the securities held in your account(s). What follows is a summary of the rules pertaining to the communications with the beneficial owners of securities.

1. **Disclosure of beneficial ownership information.** Under securities law, reporting issuers, as well as other persons and companies, are allowed to send material pertaining to the affairs of the reporting issuer directly to the beneficial owners of their securities, provided these beneficial owners consent to the disclosure of their contact information to the reporting issuer or other persons and companies. Part 1 of Section 9 of your Account Opening Form allows you to inform NBSI if you OBJECT to NBSI disclosing beneficial ownership information (i.e., your name, postal and email addresses, the securities you hold and your preferred language of communication). Securities law limits the use of beneficial ownership information to matters pertaining to the affairs of the reporting issuer.

If you DO NOT OBJECT to the disclosure of such information, please check the appropriate box in Part 9 of your Account Opening Form. You will not be charged for the delivery of securityholder material.

If you OBJECT to the disclosure of such information, please check the appropriate box in Part 9 of your Account Opening Form. If you check this box, all materials you will receive as a beneficial owner of securities will be sent to you through NBSI. Note that if you do not consent to the disclosure of your contact information but still wish to receive securityholder material, you may be charged a handling fee.

2. **Receiving securityholder material.** With regard to the securities you hold in your account(s), you are entitled to receive proxy-related material sent by reporting issuers to registered owners of their securities to allow you to receive information required to have your securities voted in accordance with your instructions at meetings.

Furthermore, although not required, reporting issuers are permitted to send beneficial owners other securityholder material. Under securities legislation, you are allowed to refuse to receive three types of shareholder material, as listed below:

- Proxy-related material, including annual reports and financial statements sent in connection with a securityholder meeting;
- Annual reports and financial statements that are not part of proxy-related material;
- Material that a reporting issuer or other person sends to securityholders and which is not required under corporate or securities law.

Part 2 of Section 9 of your Account Opening Form allows you to receive all material sent to beneficial owners, or to refuse to receive the three types of material listed in this section.

If you wish to receive ALL of the material sent to beneficial owners of securities, please check the first box in Part 2 of Section 9 of the Account Opening Form. If you DO NOT WISH to receive any of the three types of material listed above, please check the second box in Part 2 of Section 9 of the Account Opening Form.

Note: Even if you do not wish to receive the material listed above, the reporting issuer or other person may send it to you, provided that the reporting issuer or other person pays all costs associated with the sending of this material. This material will be sent to you through NBSI if you do not wish your contact information as a beneficial owner to be disclosed to reporting issuers.

3. **Preferred language of communication.** The Account Opening Form allows you to inform NBSI of your preferred language of communication (English or French). You will receive material in your preferred language when available in that language.

4. **Electronic delivery of securityholder material.** Securities law permits us to deliver some documents by electronic means if the client consents. Please provide your electronic address in the Account Opening Form if you have one.

If you CONSENT to the electronic delivery of these documents, please select the appropriate box in Part 4 of Section 9 of the Account Opening Form.

If you DO NOT CONSENT to the electronic delivery of these documents, please select the appropriate box in the Account Opening Form.

If you consent to the electronic delivery of these documents, the client certifies that it has the technical capacity and resources (computer, telephone line and other necessary equipment) to receive from NBSI the above documents by electronic delivery, including via the Internet, to access and read such documents.

If you consent to communication by electronic means, we will communicate with you via our online services. As soon as a document leaves our systems, including a notice, account statement, document or any communication, you are deemed to have received it. If electronic communication fails, we will communicate with you by mail.

You agree not to receive paper documentation. You understand that you must review the electronic account opening documentation on our website and are responsible for retaining the documentation for future reference. You acknowledge that you are not obliged to use electronic communication as part of the account opening process and have voluntarily made this choice.

We will inform you when a document is available on the online system.

NBSI will not be liable for any loss that the client may suffer, directly or indirectly, in connection with any transmission of documents by electronic means. In particular and without limiting the generality of the foregoing, NBSI cannot be held responsible for the malfunctioning of the client's equipment or the malfunctioning of any transmission by electronic means.

Also, NBSI will not be held liable for any damage that the client may suffer in the event that an unauthorized third party succeeds in breaking through the security and computer protection systems set up by NBSI, by the client's computer system or equipment. The client accepts all risks inherent in the communication and transmission of documents by electronic means, including, but not limited to, via the Internet.

5. **Modification of instructions.** If you wish to change your instructions, please communicate in writing by registered mail to the following address 800 St-Jacques Street, Suite 66031, Montreal, Quebec, H3C 1A3.
6. **Questions.** If you have any additional questions regarding these explanations on communication with beneficial owners of securities, contact your investment advisor.

LEVERAGE

(RISK OF BORROWING TO INVEST)

Here are some risks and factors that you should consider before borrowing to invest.

Is this strategy right for you?

- Borrowing money to invest is risky. You should only consider borrowing to invest if:
 - you are comfortable with taking risk;
 - you are comfortable taking on debt to buy investments that may go up or down in value;
 - you are investing for the long term;
 - you have a stable income.
- You should not borrow to invest if:
 - you have a low tolerance for risk;
 - you are investing for a short period of time;
 - you intend to rely on income from the investments to pay your living expenses;
 - you intend to rely on income from the investments to repay the loan. If this income stops or decreases, you may not be able to pay back the loan.

You can end up losing money

- If the investments go down in value and you have borrowed money, your losses would be larger than had you invested using your own money.
- Regardless of whether your investments show a gain or a loss, you will still have to pay back the loan with interest. You may have to sell other assets or use money you had set aside for other purposes to pay back the loan.
- If you used your home as security for the loan, you may lose your home.
- Even if the investments go up in value, you may still not make enough money to cover the costs of borrowing.

Tax consequences

- You should not borrow to invest just to receive a tax deduction.
- Interest costs are not always tax deductible. You may not be entitled to a tax deduction and past deductions may be restated. You should consult a tax professional to determine whether your interest costs will be deductible before borrowing to invest.
- An advisor should discuss with you the risks of borrowing to invest.

ELECTRONIC AND TELEPHONE SERVICES

In this section, “we” means “National Bank Savings and Investments Inc.” and “you” means “holder.”

We may provide you with electronic and telephone services giving you access to your account and to information and other services. If you use our electronic and telephone services, you agree to the terms and conditions indicated below. These terms and conditions are in addition to, and not in substitution for, the other terms and conditions of this Agreement. In addition, if you choose to use our electronic services, we remind you that the *Online Banking Services Contract* and the general conditions of the *National Bank of Canada Internet Banking Solutions* apply to your transactions.

In this section, the expression “electronic and telephone services” means services that give you access to your account and to information and other services that we provide by telephone, fax, computer or other similar devices. The expression “information” means information that you receive or that you provide through an electronic or telephone service, including orders that you place.

The conditions, rules, procedures, fees and commissions indicated in the written instructions or those produced by computer or software or appearing on any fee schedule or other document that we provide concerning our electronic or telephone services are part of this section.

- 1. Identification.** When you use our telephone services, our representatives will ask you certain questions to confirm your identity. In doing so, you will have access to your account and will receive information through our electronic and telephone services.

When you use our electronic services, the password you use constitutes your electronic signature and confirms any instructions that you sent to us. It has the same legal effect as a written instruction on paper signed by you and we may rely on it even if it is used by another person acting without your consent. You are responsible for notifying us if this is the case.

We may rely on any electronic communication from you or that appears to be from you and that, in good faith, we believe is authentic. You accept the risks associated with communication and with the exchange of an instruction sent electronically. We are not required to ask for additional information to authenticate you. We are not responsible for a loss arising from the execution of such instruction except in the case of negligence or misconduct on our part. We are not responsible for the unauthorized use of an electronic or telephone service by another person.

- 2. Access to our services.** *You are not entitled:*

- to enter restricted areas of one of our telecommunications or computer systems or of one of our affiliates’ systems;
- to perform functions that are not permitted by this Agreement.

We are entitled:

- to suspend your access to an electronic or telephone service without notice, if we believe that you are using it to obtain unauthorized access to systems or information or that you are using it inappropriately. We can re-establish your access after assessing the situation;
- to terminate your access without notice if we believe that you are using an electronic or telephone service or information in an unauthorized or improper manner or if we notice any unusual activity in or relating to your account;

Your security duties:

- follow our security advice and our user instructions;
- use a secure password and other safeguards;
- contact us if someone uses your account without your consent or if you believe that your device is no longer secure;
- do not use our services in an unlawful manner or in a manner that may cause us or others damage.

- 3. Additional instructions and restrictions on the use of the account and services.**

Instructions on security and on how to use our services, including our online services, may occasionally be available.

If these instructions are not complied with, you may not have access to our services or your account.

The services available with your account could also be restricted. For example, access to our online services could be limited or transactions may have to be performed in branch only.

- 4. Placing orders.** You authorize us to act on the instructions given by you or on your behalf regarding all orders placed in respect of the account through electronic or telephone services. This includes instructions that are presented as given by you or on your behalf.

It is your responsibility to ensure that:

- we have received your orders;
- the instructions given for the account or related to an electronic or telephone service are accurate.

We will verify and approve all orders. We will process an order only if the following conditions are met:

- your account is in good standing;
- the balance in your account is sufficient to carry out the order;
- the order is appropriate given the objectives that you have indicated and your trading practices. We may need to confirm the order with you. We may establish a database or use another method to record all your instructions given through the electronic and telephone services.

- 5. Recording telephone conversations.**

You agree that all telephone conversations between you, our agents or mandataries and us will be recorded. We may use the recordings in particular to confirm and/or prove your instructions. Please refer to the Bank’s Privacy Policy for more information on this subject.

- 6. Information from providers.** An information provider is a legal or natural person who provides us, directly or indirectly, with information. This information includes securities and market data from stock exchanges and other securities markets.

The information that we provide through our electronic and telephone services:

- have been obtained independently from information providers through sources we deem reliable;
- belong to those providing the information. You may only use the information for your own personal purposes. You may not reproduce, sell, distribute, disseminate or commercially exploit the information in any way, or provide it to any other person without our written consent;

The information may include opinions, advice and recommendations from individuals or organizations that may be of interest to account holders.

We and the information providers:

- do not endorse any of this advice or opinions;
- do not give tax, accounting or legal advice;
- do not guarantee that the information is accurate, complete, current or in the correct order.

- 7. Modification and interruption of services.** We may amend the terms and conditions of this electronic and telephone service Agreement by giving thirty (30) days’ prior notice to the holder and such an amendment is considered to have been agreed to by the holder if he/she continues to use the electronic and telephone services thereafter. You may refuse amendments at any time by terminating the electronic services.

We may also change all or part of our electronic and telephone services by informing the holder in an appropriate manner under the circumstances. Each of our electronic and telephone services may be temporarily unavailable for maintenance, updating or other reasonable purposes, particularly during periods of increased market activity.

We may, at any time, without notice, without limitation, suspend, cancel or block an online service for any reason, including blocking your access or refusing to follow your instructions if we suspect that they are not from you, are inaccurate, unprecise, irregular or we suspect illegal or fraudulent activity, including cybercrime, cyberthreats, financial exploitation, or if the terms of the account Agreement are not complied with.

- 8. Liability.** We and our affiliates and the information providers are not liable to you or any other person for damages, whether consecutive or special, direct or indirect, or losses, fees or failure to achieve expected profits or savings from the use of our electronic and telephone services or from using equipment or from the use of equipment allowing access to our electronic and telephone services, including:

- any action or omission on our part resulting from an error in an order that you gave us;
- any decision or measure that you take based on the information provided by our electronic and telephone services;
- disruption of data, information or failure to receive an order, inaccuracy, delay, error or any other aspect of the electronic and telephone services that is caused by an unanticipated event reasonably beyond our control or by that of the information provider, including communication breakdowns and power outages as well as computer and software failures;
- an incident of fraud or an unauthorized activity committed by you or, if applicable, by another registered holder of the account.

We and our affiliates are not liable for losses, damages or personal injury suffered by a person as a result of your use of the equipment to access electronic and telephone services.

- 9. Force majeure.** Note that we are not liable for any losses resulting from circumstances beyond our control that you may incur in connection with the use of our electronic and telephone services.

- 10. Termination of electronic and telephone services.** You may terminate an electronic or telephone service by notifying us 30 days in advance. We may terminate our electronic and telephone services by giving you reasonable notice. At the end of this Agreement, the electronic and telephone services provided to you will also end.

COLLECTION, USE AND DISCLOSURE OF YOUR PERSONAL INFORMATION

NBSI and the other members and divisions of the National Bank of Canada group (individually or collectively in this section, the “**Bank**”) collect, use and disclose your personal information, in particular to:

- Verify your identity;
- Establish and administer your account: for these purposes, certain personal information will be disclosed to the tax authorities if your account is registered and may need to be disclosed to other authorities, persons or entities, such as issuers or sponsors of investments held in your account, intermediaries or to an estate representative or beneficiary in the event of death;
- Understand your financial needs, to select products and services that suit you and to improve your interactions with the Bank, unless you refuse;
- Prevent fraud, manage risks and comply with laws;
- Enable the Bank to improve and develop its products and services and better understand its customers;
- Enable the Bank to present offers and other promotional communications or those of its business partners, unless you refuse;
- For any other purpose set out in the Bank’s *Privacy Policy* available on [nbc.ca](https://www.nbc.ca).

Your personal information will be kept for a reasonable period of time following the end of the business relationship in order for the Bank to comply with its legal obligations.

The Policy describes among others:

- What information the Bank collects, to whom it discloses it and how it uses and stores it;
- Your options and rights;
- How to manage your consents.

If you have any questions, you can contact a representative of NBSI or the Bank’s Chief Privacy Officer at confidentiality@nbc.ca.

APPENDIX 1 - DEFINITION OF THE TERMS USED

Investment knowledge

Limited: Little investment knowledge and experience. This client will require detailed explanations on how financial instruments work and should be assisted in choosing their investments.

Moderate: Reasonably experienced investor who has purchased various types of investments in the past. This client understands how different financial instruments work but, from time to time, requires explanations and assistance in choosing their investments.

Extensive: Informed investor who needs few or no explanations regarding financial instruments.

Gross annual income: Gross income corresponds to the total sums received before any deduction of mandatory contributions.

Estimated net worth: Equals to the total assets minus total liabilities.

All liquid and fixed assets are to be considered such as bank accounts, investments, houses, land, etc. Similarly, all liabilities such as short, medium and long term borrowings, such as loans, line of credit, credit cards, mortgages, etc., are to be considered.

Investment objectives

Cash: The client wants to save their money to use it on a project in the very near future, i.e., less than one year. Their overall return comes solely from secure investments that focus on preserving capital.

Income: The client views preserving their initial capital as the main priority. Their overall return comes primarily from investments that generate dividends and interest income.

Balanced: The client places as much importance on growth in the net value of their capital as on preserving their initial capital. Their overall return comes in equal parts from high quality investments that generate dividends and interest income, and investments that offer potential capital gains.

Growth: The client is seeking capital appreciation. Their overall return comes primarily from investments that offer potential capital gains.

Investment horizon

Indicate the period from the current moment until the moment when you will need to withdraw a substantial portion (a third or more) of the money that you have invested in the account.

Risk profile

This section indicates the client's capacity and willingness to take risks.

Risk capacity: Risk capacity is the client's objective capacity to absorb a drop in the value of their investments without it affecting their lifestyle. Risk capacity depends on client-specific factors, such as family, income, savings, employment status, age, debt level, health status, etc.

Risk tolerance: Risk tolerance reflects the client's willingness to take risks, absorb fluctuations in the value of their investments and to deal with uncertainty before it becomes uncomfortable. The attitude to risk is subjective and specific to each investor based on their preferences and comfort level.



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