

Checklist Non-Registered Account

Please ensure the following items are completed and attached in order to prevent delays in processing your application.

- A completed **Application Form**
- Sign **Leverage Disclosure** on Application Form
- Enclose a **Void Cheque** and a photocopy of one of the following forms of Identification:
 - **Driver's License**
 - **Passport**
- Provide fund allocation
- Please make cheque payable to our custodian, CIBC Mellon Trust Company
- If applicable, please sign a transfer form to transfer funds from a non-registered investment account to a TFSA account and provide a copy of a recent statement to help coordinate the transfer.

Type of Account: Section 1 Section 1&2 Section 1&3
 Individual Joint Informal Trust (ITF)

Section 1 - Individual Account/Primary Account Holder/ ITF * If applicable, also complete Schedule A

<input type="checkbox"/> Dr.	<input type="checkbox"/> Mrs.	Applicant Surname	Given Names	Initial	
<input type="checkbox"/> Mr.	<input type="checkbox"/> Ms.	Address			Suite
City		Province	Postal Code	E-Mail	
Date of Birth (mm/dd/yyyy)		Social Insurance Number	Citizenship	Home Phone Number	
Occupation		Employer	Type of Business	Business Phone Number	
Identification Method		License or Passport Number	<input type="checkbox"/> Other (provide details)		
		<input type="checkbox"/> Driver's License			
		<input type="checkbox"/> Passport			
		<input type="checkbox"/> Other			

Spousal Information (if married or living common law, please complete the following)

Full Name of Spouse or Partner

Occupation	Employer	Type of Business
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Section 2 – Secondary Joint Account Holder * If applicable, also complete Schedule A

<input type="checkbox"/> Dr.	<input type="checkbox"/> Mrs.	Applicant Surname	Given Names	Initial	
<input type="checkbox"/> Mr.	<input type="checkbox"/> Ms.	Address			Suite
City		Province	Postal Code	E-Mail	
Date of Birth (mm/dd/yyyy)		Social Insurance Number	Citizenship	Home Phone Number	
Occupation		Employer	Type of Business	Business Phone Number	
Identification Method		License or Passport Number	<input type="checkbox"/> Other (provide details)		
		<input type="checkbox"/> Driver's License			
		<input type="checkbox"/> Passport			
		<input type="checkbox"/> Other			

Spousal Information (if married or living common law, please complete the following)

Full Name of Spouse or Partner

Occupation	Employer	Type of Business
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Section 3 – Informal Trust * If applicable, also complete Schedule A
** Please attach a copy of one of the following: birth certificate or social insurance card

In Trust For	Date of Birth (mm/dd/yyyy)	Social Insurance Number
Identification Method	License or Passport Number	<input type="checkbox"/> Other (provide details)
<input type="checkbox"/> Driver's License		
<input type="checkbox"/> Passport		
<input type="checkbox"/> Other		

Check box if any of the individuals listed above or a family member¹ thereof is a “Politically Exposed Foreign Individual” - see Note below.

Note: A “Politically Exposed Foreign Individual” is an individual who holds or has held one of the following offices or positions in or on behalf of a foreign state: (A) head of state or head of government; (B) member of the executive council of government or member of a legislature; (C) deputy minister or equivalent rank; (D) ambassador or attaché or counselor of an ambassador; (E) military officer with a rank of general or above; (F) president of a state-owned company or a state-owned bank; (G) head of a government agency; (H) judge; or (I) leader or president of a political party represented in a legislature.

¹ “family member” means (a) the individual’s spouse or common-law partner; (b) a child of the individual; (c) the individual’s mother or father; (d) the mother or father of the individual’s spouse or common-law partner; and (e) a child of the individual’s mother or father.

Investment and Financial Information

Investment Objective Growth Income Growth & Income
Investment Time Horizon Under 3 Years 3-10 Years Over 10 Years
Risk Tolerance Low Low-Medium Medium Medium-High High
Investment Knowledge Minimal Fair Good Excellent
Approximate Personal Income Under \$35,000 \$35,000 - \$49,999 \$50,000 - \$99,999 \$100,000+
Approximate Financial Assets Under \$100,000 \$100,000 - \$499,000 \$500,000 - \$1,999,999 \$2,000,000+
Intended Use of Account (e.g. retirement savings, investment, education, etc.)

Anticipated Level of Activity (how frequent will account be transaction on, i.e. "buy & hold", standard model, etc.)

Source of Funds (e.g. other investment firm, brokerage, bank, family, sale of property, etc.)

Fund Selection

* Please attach a void cheque

I/We hereby subscribe for units of the following Funds:

	AMOUNT (\$)	or	PERCENTAGE (%)
Leith Wheeler Balanced Fund	_____		_____
Leith Wheeler Canadian Equity Fund Series B	_____		_____
Leith Wheeler U.S. Equity Fund Series B	_____		_____
Leith Wheeler Fixed Income Fund Series B	_____		_____
Leith Wheeler Money Market Fund Series B	_____		_____
Leith Wheeler International Equity Plus Fund Series B	_____		_____
Leith Wheeler Canadian Dividend Fund Series B	_____		_____
Leith Wheeler Income Advantage Fund Series B	_____		_____
TOTAL	_____		100%

Note: The minimum initial investment is \$25,000, which may be invested in one or a combination of the Funds. The minimum subsequent investment is \$1,000.

Cheque enclosed payable to CIBC MELLON TRUST COMPANY

Direct transfer (transfer documents attached)

I/We acknowledge receipt of a copy of the current Simplified Prospectus, if any, of the Funds (there is no Simplified Prospectus for the Leith Wheeler Unrestricted Diversified Fund). This subscription is made on the terms and conditions described in the Simplified Prospectus, if any. I/we understand that this subscription is subject to acceptance by the respective Funds.

I/We acknowledge receipt of the Leith Wheeler Privacy Policy. I/We consent to the collection, use and disclosure of my/our personal information by you and your affiliates, Leith Wheeler Investment Management Ltd. in accordance with the Leith Wheeler Privacy Policy to establish and service the Account as required, or as otherwise permitted by law.

Leveraging

I/We have been provided with a leveraging disclosure document in compliance with MFDA Rules
 (please initial)

_____ Applicant

Banking Information

*** Please attach a void cheque**

Institution Name and Number _____ Transit Number _____

Institution Address _____ Account Number _____

Applicant Signature

Applicant Name _____

Date _____

Fund Representative _____

Date _____

Joint Applicant Signature

Joint Applicant Name _____

Date _____

Compliance Officer _____

Date _____

Administrative Use Only

Account Number _____

Entered By _____

Date Entered _____

Schedule A – Anti-Money Laundering Documentation

Note: This Schedule does not need to be completed in the following situations:

1. A securities dealer (which includes both a dealer and adviser registered in Canada), financial entity² or insurance corporation is not the Applicant but is placing the order for Units of the Fund on behalf of the Applicant.
2. The Applicant is (a) securities dealer, (b) investment fund manager, (c) financial entity, (d) life insurance company, (e) investment fund regulated under provincial securities laws, (f) pension fund regulated under federal or provincial laws, (g) registered plan account (including RRSP, LIRA, etc.), (h) public body³, (i) publicly listed company with assets of at least C\$75 million, or (j) subsidiary of an entity referred to in (h) or (i), if the financial statements of the subsidiary are consolidated with those of the entity referred to in (h) or (i)

Identification Of Individual Investors

For individuals physically present when opening an account, the Applicant must:

- Provide a current and valid ORIGINAL government -issued identification document, document must be examined in person and copies made (must show the individual's name, address, date of birth, reference number and where the document was issued).

For individuals not physically present when opening an account, the Applicant must

- (A) provide to us a copy of a cleared cheque drawn by the individual on an account of a Canadian financial entity (record of the name of the financial institution and account number must be kept), or
- (B) we must be able to confirm that the individual holds an account with a Canadian financial entity (record of the name of the financial institution and account number must be kept), and we must be able to confirm identity through a credit bureau file, commercial identification product, or an attestation by a guarantor (see checklist below):
- Identification Product Method -- This method of ascertaining a person's identity consists of referring to an independent and reliable identification product that is based on personal information in respect of the person and a Canadian credit history of the person of at least six month's duration, or
- Credit File Method -- This method of ascertaining a person's identity consists of confirming, after obtaining authorization from the person, their name, address and date of birth by referring to a credit file in respect of that person in Canada that has been in existence for at least six months, or
- Attestation Method -- (1) This method of ascertaining a person's identity consists of obtaining an attestation from a commissioner of oaths in Canada, or a guarantor in Canada, that they have seen an original government -issued identification document. A guarantor is a person engaged in one of the following professions in Canada: dentist; medical doctor; chiropractor; judge; magistrate; lawyer; notary (in Quebec); notary public; optometrist; pharmacist; professional accountant (APA, CA, CGA, CMA, PA or RPA); professional engineer (P.Eng. or Eng.); or veterinarian.

The attestation must be produced on a legible photocopy of the document (if such use of the document is not prohibited by the applicable provincial law) and must include

- (a) the name, profession and address of the person providing the attestation;
- (b) the signature of the person providing the attestation; and
- (c) the type and number of the identifying document provided by the person.

Joint Accounts

If this Agreement is signed by more than one Applicant than the Securities in the Account are owned by each of the Applicants ("Accountholders") as joint tenants and not as tenants in common, and Leith Wheeler Investment Funds Ltd. ("LWIC") and Leith Wheeler Investment Counsel Ltd. ("LWIC"), the Manager of the Funds, (LWIF and LWIC are collectively, "Leith Wheeler") are hereby authorized to take instructions from any of the Accountholders alone regarding the Account. Therefore, each Accountholder acting alone, is authorized and empowered on behalf of the other Accountholder(s) to transact for the Account (i.e. buy, sell in part or in entirety) without notice to any other Accountholder(s). Leith Wheeler may deliver securities, money or property to any Accountholder or a third party at the direction of the Accountholder, including paying any account proceeds to any Accountholder or third party, without giving notice to the other Accountholder(s). Each Accountholder signing this Agreement hereby confirms that they have the same investment objectives.

If this is a joint account, the Accountholders declare that their interests in the joint account are joint tenants with full rights of survivorship and not as tenants-in-common or resulting trust, unless written notice is provided to the Leith Wheeler on a timely basis. This means that the following special rules apply:

- a) The death of one Accountholder shall not terminate this Agreement nor affect the right of the survivor(s) to such party; rather, in the event of the death of one Accountholder, all proceeds of and rights to the Account pass automatically, without any additional instructions to the Trustee, to the survivor or the survivors jointly;
- b) The death of one Accountholder means that the Custodian may accept instructions from the survivor or any one of the survivors, as the case may be;
- c) The Custodian may credit the Account with the proceeds of any cheque or other instrument payable to, or any security in the name of, any Accountholder; and

Each Accountholder will be jointly and severally liable with the others for all liabilities with respect to any obligations arising in the Account or under this Agreement, including the payment of fees, charges and, if applicable, overdraft charges.

² "financial entity" means an authorized foreign bank as defined in section 2 of the Bank Act in respect of its business in Canada or a bank to which that Act applies, a cooperative credit society, savings and credit union or caisse populaire that is regulated by a provincial Act, an association that is regulated by the Cooperative Credit Associations Act, a company to which the Trust and Loan Companies Act applies and a trust company or loan company regulated by a provincial Act.

³ "public body" means (a) any department or agent of Her Majesty in right of Canada or of a province; (b) an incorporated city, town, village, metropolitan authority, township, district, county, rural municipality or other incorporated municipal body or an agent of any of them; and (c) an organization that operates a public hospital and that is designated by the Minister of National Revenue as a hospital authority under the Excise Tax Act, or any agent of such an organization.

Definitions of Objectives

Investment Objective

Your investment objective is the primary consideration or goal of your account. Your objective is specific to each account and can be different for different accounts. Your objective may be defined as one of the following: “growth” or “income” or “growth and income”. Each of these categories is defined below.

Growth - the primary purpose of a growth oriented portfolio is to see the holdings in the portfolio increase over time (i.e. capital gains). You are not concerned with income generation (i.e. interest and dividends), but want the holdings to appreciate in value over time. You may hold a relatively high portion of your account in equities if you also have a higher risk tolerance and long time horizon.

Income - the primary purpose of your account is to generate an income stream in the form of interest and dividends. You are less concerned about growth of the underlying assets (i.e. capital gains). An income generating portfolio should hold a relatively high weighting of bonds through the Fixed Income Fund or Balanced Fund and/or short term notes through the Money Market Fund.

Growth and Income - you are looking to both generate current income and grow the assets over time. An investor looking for both growth and income will hold both equities and bonds in the account. Depending on your risk tolerance and time horizon, the amount of equities and bonds you hold will vary. A low risk investor, for example, may hold 70% of the portfolio in bonds and the remaining 30% in equities. A high risk investor, for example, may hold up to 80% of the portfolio in equities and 20% in bonds.

Risk Tolerance

This section outlines your ability and willingness to assume risk in your portfolio. All investments have risk. Prior to investing in any fund, each investor should read the simplified prospectus for the fund, with specific attention to the section entitled “What are the Risks of Investing in the Fund?”

Every investor has his/her own tolerance for risk or comfort with volatility. An investor’s risk tolerance is directly related to his/her investment objectives, investment time horizon and comfort with volatility. An investor with a ‘low’ risk tolerance is less willing to accept volatility in portfolio value and/or may have a shorter investment time horizon. An investor with a ‘high’ risk tolerance must be willing to accept larger variations in portfolio value and has a longer investment time horizon.

Low - Low risk investments demonstrate a low level volatility and are for investors who are willing to accept lower returns for greater safety of capital. They include investment in Money Market Fund and Fixed Income Funds.

Low to Medium - Low to Medium risk investments demonstrate more volatility than Low risk investments and are for investors that are looking for some growth over a longer period of time and may include Balanced and Income Advantage Funds.

Medium - Medium risk investments demonstrate a moderate volatility and are for investors that are looking for moderate growth over a longer period of time and may include Canadian Equity, U.S. Equity and International Equity Funds.

Medium to High - Medium to High risk investments demonstrate a greater level of volatility than Medium risk investments and are for investors who are growth-oriented and are willing to accept higher levels of short term fluctuations in portfolio value in exchange for potentially higher long-term returns.

High - High risk investments demonstrate a high level of volatility and are for investors who are growth-oriented and are willing to accept significant short term fluctuations in portfolio value in exchange for potentially higher long-term returns.

Risks of Leveraging Disclosure

Mutual fund units and other securities may be purchased using available cash or a combination of cash and borrowed money. If cash is used to pay for the purchase in full, the percentage gain or loss will equal the percentage increase or decrease in the value of the securities. The purchase of securities using borrowed money magnifies the gain or loss on the cash invested. This effect is called leveraging.

For example, if \$100,000 of mutual fund units are purchased and paid for with \$25,000 from available cash and \$75,000 from borrowings, and the value of the fund units declines by 10% to \$90,000, your equity interest (the difference between the value of the securities and the amount borrowed) has declined by 40%, i.e. from \$25,000 to \$15,000.

It is important that an investor proposing to borrow for the purchase of securities be aware that a purchase with borrowed monies involves greater risk than a purchase using cash resources only. To what extent a purchase using borrowed monies involves undue risk is a determination to be made by each purchaser and will vary depending on the circumstances of the purchaser and the securities purchased.

It is also important that the investor be aware of the terms of a loan secured by securities. The lender may require that the amount outstanding on the loan not rise above an agreed percentage of the market value of the securities. Should this occur, the borrower must pay down the loan or sell the securities so as to return the loan to the agreed percentage relationship. In our example above, the lender may require that the loan not exceed 75% of the market value of the mutual fund units. On a decline of value of the units to \$90,000 the borrower must reduce the loan to \$67,500 (75% of \$90,000). If the borrower does not have the cash available, the borrower must sell units at a loss to provide money to reduce the loan.

Money is, of course, also required to pay interest on the loan. Under these circumstances, investors who use borrowed funds to purchase their investment are advised to have adequate financial resources available both to pay interest and also to reduce the loan if the borrowing arrangements require such a payment.

Client Complaint Disclosure

Clients of a mutual fund dealer who are not satisfied with a financial product or service have a right to make a complaint and to seek resolution of the problem. If you have a complaint, these are some of the steps you can take.

- Your complaint should first be explained to your financial advisor. The person who sold you the product or service will solve most problems quickly.
- Contact your mutual fund dealer. Member firms are responsible to you, the investor, for monitoring the actions of their representatives to ensure that they are in compliance with the legislation, rules and guidelines governing their activities.

Some problems are easily solved by a phone call. Some matters can be resolved through the Branch Manager. The dealer's Compliance Department will investigate any complaint that you initiate in writing and respond back to you with the results of their investigation.

- Contact the Mutual Fund Dealers Associations of Canada (MFDA), which is the self-regulatory organization in Canada to which your mutual fund dealer belongs. The MFDA investigates complaints about mutual fund dealers and their representatives, and takes enforcement action where appropriate. There is no cost to clients for referring a complaint to the MFDA. The MFDA can be contacted:
 - By telephone in Toronto at (416) 361-6332, or toll free at 1-888-466-6332,
 - By e-mail at complaints@mfda.ca, or
 - In writing, using the complaint form which is available on the MFDA website at www.mfda.ca
- Contact the Ombudsman for Banking Services and Investments (OBSI), an organization independent of the MFDA, government, and the financial services industry. OBSI provides an independent and impartial process for the investigation and resolution of complaints about the provision of financial services to clients. OBSI will investigate your complaint only if you have first exhausted your firm's internal complaint-handling processes. OBSI can make a non-binding recommendation that your firm compensate you (up to \$350,000) if it determines that you have been treated unfairly, taking into account the criteria of good financial services and business practice, relevant codes of practice or conduct, industry regulation and the law. The OBSI process is free of charge and is confidential. OBSI can be contacted:
 - by telephone in Toronto at (416) 287-2877, or toll free at 1-888-451-4519; or
 - by e-mail at ombudsman@obsi.ca
- Retaining a lawyer to assist with the complaint.

Privacy Policy

At Leith Wheeler, maintaining your privacy and your personal information within a safe and secure environment is very important to us. We limit the collection, use and disclosure of personal information to data that will enable us to provide our service and to meet regulatory requirements. We do not sell or distribute any client information to any third parties for the purpose of selling, marketing or soliciting any products or services. To formalize our conduct governing the collection, use and disclosure of our client's personal information, we have adopted the following Privacy Principles that will enable us to comply with the legislation passed by both the provincial and federal governments. We are committed to providing a quality service in a manner that fosters trust and confidence between Leith Wheeler and our clients.

1. Accountability

Leith Wheeler will be responsible for ensuring that any personal information we collect, retain and use about a client will be maintained within our control. We will not distribute, sell or issue personal information. If, at any time, there are questions or concerns regarding the use of your personal information, please feel free to call our Chief Operating Officer at 604-683-3391.

2. Consent

Before we collect, use or disclose any personal information about our clients, we require their consent. We will only collect the personal information necessary for us to perform our service to the best of our ability. Personal information already in our possession is 'grandfathered' for collection under the Act, but the use and disclosure of it is governed by it.

3. Identifying Purposes

We will provide our clients with a full and complete description of the reasons why we require certain personal information and the purposes for which it will be used.

4. Limiting Collection of Personal Information

We will collect only personal information necessary for us to provide our service.

5. Limiting the Use Disclosure and Retention of Personal Information

Personal information will only be used or disclosed for the purposes identified when collected. We will only disclose personal information with our client's consent or when required by law. Personal information will only be retained for the period of time required to fulfill the purposes for which it was collected.

6. Accuracy

We will endeavour to maintain personal information in as accurate, complete and up-to-date manner as is necessary to fulfill the purposes for which it is to be used.

7. Safeguarding Client Information

We will maintain the information within a safe and secure environment, as appropriate, due to its sensitive nature.

8. Openness

Our clients can request written information about our policies and practices relating to the management of their personal information.

9. Client Access

Upon request, clients will be informed of the existence, use and disclosure of their personal information, and shall be given access to it. Clients may verify the accuracy and completeness of their personal information, and request any appropriate amendments to it.

10. Challenging Our Compliance

If, at any time, a client has reason to question our compliance under the Act, or wish a better clarification and understanding of the principles outlined above, they can contact our Chief Operating Officer who will serve as the Privacy Officer.

Dual Occupation Disclosure

Leith Wheeler Investment Funds Ltd. ("LWIF") is a wholly-owned subsidiary of Leith Wheeler Investment Counsel Ltd. ("LWIC"). Periodically, LWIF may disclose client information to LWIC and vice versa in order to provide services to our clients. LWIF is a mutual fund dealer and member of the Mutual Fund Dealers Association of Canada, and is a distributor of units of the Leith Wheeler Investment Funds. LWIC is the manager of the Leith Wheeler Investment Funds. Certain directors, officers and salespersons of LWIF are also directors, officers or employees of LWIC. In the event that a conflict of interest were to occur, the situation would be resolved by the common directors, officers and staff in accordance with their applicable fiduciary and statutory duties.