

Corporate/Other Entity Investment Account

Your Corporate/Non-Personal Investment Account Application

Before you send us your Application, please ensure you complete the following:

- Complete all applicable fields in the application
- Attach a photocopy of each ID
- Attach a VOID cheque providing correct banking information
- Provide instructions for your initial deposit
- If paying for funds by cheque, please make your cheque payable to:
CIBC MELLON TRUST COMPANY
- If transferring in from another institution, please provide a current statement to facilitate the transfer
- Ensure Fund selection is filled out
- Sign documents by all required parties
- Mail completed form to:
Leith Wheeler Investment Funds
1500 - 400 Burrard Street
Vancouver, BC V6C 3A6

1. Account Type (Choose one)

Corporation Partnership Trust Foundation/Charity

2. Account Information

Corporation/Entity Legal Name _____ CRA Business Number/Charity Number _____

Address (may not be a P.O. box or c/o address) _____ Suite _____

City _____ Province _____ Country _____ Postal Code _____

Telephone Number _____ Fax Number _____ Email Address _____

Nature of Business _____

Entity Documentation (you must also complete the attached A. Certified Copy of Directors' Resolution and B. Certificate of Authorized Signing Officers)

Please provide one of the following documents:

Corporation

- A Certificate of Corporate Status
- A record that has to be filed annually under provincial securities legislation
- A published annual report signed by an independent audit firm
- A letter or notice of assessment from a government body

Entities other than a Corporation

- Partnership Agreement (most recently amended version)
- Trust Indenture (obtain for all trusts)
- Articles of Association
- Other (Specify): _____

Not-For-Profit Entities

If you are a not-for-profit entity that is not a registered charity, do you solicit charitable financial donations from the public? Yes No

3. Account Profile and Information (please see the definitions of the following terms on page Error! Bookmark not defined.)

Investment Objective^{1,2} _____ % Growth _____ % Income **100 %**

¹ Please indicate what percent of your account you want in growth oriented securities and what percent you want in income oriented securities. **They must total 100%.**

² You must indicate at least 60% Growth to invest in the Balanced, Income Advantage and Canadian Dividend Funds.

Risk Tolerance^{3,4} Low Low-Medium Medium Medium-High High

³ You may not own a fund with a higher risk rating than you indicate as your Risk Tolerance
⁴ See Page 6 of this application for a description of the risk categories to help in determining your risk tolerance.

Investment Time Horizon Under 3 Years 3-10 Years Over 10 Years

Minimum Investment Knowledge of Authorized Signing Officers Minimal Fair Good Excellent

Approximate Annual Income Under \$35,000 \$35,000 - \$49,999 \$50,000 - \$99,999 \$100,000+

Approximate Net Financial Assets Under \$100,000 \$100,000 - \$499,000 \$500,000 - \$1,999,999 \$2,000,000+

Intended Use of Account

Investment of business proceeds Saving for retirement Private equity funds management

Liquidity management Surplus management Saving for education Other (describe): _____

Source of Funds

Business Proceeds Sale of property Estate Proceeds Other (describe): _____

Third Party Determination

Are you opening this account on behalf of a third party? Yes No

Will there be any person (or corporation) other than the account holders or authorized individuals directing the activity for this account? Yes No

Please provide the follow information regarding the third party if you have answered "yes" to either of the questions above:

Name of third party _____ Address of third party _____ Date of Birth (mm/dd/yyyy) (if individual) _____

Occupation (if individual) _____ Relationship between account holder and third party _____ Incorporation number (if corporation) _____

4. Initial Deposit and Banking Information

- Cheque enclosed payable to **CIBC MELLON TRUST COMPANY**
- Direct transfer (Please fill out a Transfer Form found on our website)
- Electronic Fund Transfer from Bank Account (please follow instructions below):

Please provide a **VOID** cheque and/or complete below. This account will be used in all **subsequent** Electronic Fund Transfers.

Institution Name and Number _____ Transit Number _____

Institution Address _____ Account Number _____

5. Fund Selection

Please select Fund(s) in which you will be investing. Your minimum total initial investment is **\$25,000** (minimum of \$1,000 per fund).

Fund	Minimum risk tolerance required to purchase fund	Amount	OR	Percentage
Leith Wheeler Money Market Fund Series B	(low)	\$ _____	_____	%
Leith Wheeler Short Term Income Fund Series B	(low)	\$ _____	_____	%
Leith Wheeler Core Bond Fund Series B	(low)	\$ _____	_____	%
Leith Wheeler Corporate Advantage Fund Series B	(low – medium)	\$ _____	_____	%
Leith Wheeler High Yield Bond Fund Series B	(low – medium)	\$ _____	_____	%
Leith Wheeler High Yield Bond Fund Series B (CAD Hedged)	(low – medium)	\$ _____	_____	%
Leith Wheeler Multi Credit Fund Series B	(low – medium)	\$ _____	_____	%
Leith Wheeler Balanced Fund Series B	(low – medium)	\$ _____	_____	%
Leith Wheeler Income Advantage Fund Series B	(low – medium)	\$ _____	_____	%
Leith Wheeler Preferred Share Fund Series B	(low – medium)	\$ _____	_____	%
Leith Wheeler Canadian Dividend Fund Series B	(medium)	\$ _____	_____	%
Leith Wheeler Canadian Equity Fund Series B	(medium)	\$ _____	_____	%
Leith Wheeler International Equity Plus Fund Series B	(medium)	\$ _____	_____	%
Leith Wheeler Carbon Constrained Canadian Equity Fund Series B	(medium)	\$ _____	_____	%
Leith Wheeler U.S. Equity Fund Series B	(medium)	\$ _____	_____	%
Leith Wheeler U.S. Small-Mid/Cap Equity Fund Series B	(medium - high)	\$ _____	_____	%
Leith Wheeler Emerging Markets Equity Fund Series B	(high)	\$ _____	_____	%
Total Investment		\$ _____		100%
US\$ Denominated Fund (Subscription must be paid for separately in US\$)				
Leith Wheeler U.S. Dividend Fund Series B	(medium)	US\$ _____		

6. Beneficial Ownership (complete for all corporations and other entities)

Please list all individuals who own or control (**directly or indirectly**) 25% or more of the corporation, or non-Trust entities.

For Trusts: list the settlor and all trustees and known beneficiaries (do not complete % ownership). Please attach a separate list if space below is insufficient.

Name	Address	Percent (%) Owned or Controlled

7. List of Directors (complete for corporations only)

Please list the names of all individuals who are directors of the corporation.

Name	Name
1.	6.
2.	7.
3.	8.
4.	9.
5.	10.

8. Identification of Authorized Signing Officer (A)

If you have three (3) or more Authorized Signing Officers at least three (3) of them are required to complete an identification form.

<input type="checkbox"/> Dr.	<input type="checkbox"/> Mrs.	Applicant Surname	Given Names	Date of Birth (mm/dd/yyyy)
<input type="checkbox"/> Mr.	<input type="checkbox"/> Ms.			

Residential Address (may not be a P.O. box or c/o address)

City	Province	Country	Postal Code
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Home Number	Cell Number	Email Address
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Client Identification – Authorized Signing Officer

The Proceeds of Crime (Money Laundering) and Terrorist Financing Act requires us to obtain certain information regarding the identity of each individual who opens an account, or who is authorized to transact on the account. All documents and information must be provided before Leith Wheeler will open any accounts.

When meeting with a Leith Wheeler representative at the time of account opening (to be completed by Leith Wheeler representative)

Identification Document: (Provide one of the following)	<input type="checkbox"/> Driver's License <input type="checkbox"/> Passport <input type="checkbox"/> Other (please specify):	ID reference number, expiry date, country/province of origin:
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OR

When NOT meeting with a Leith Wheeler representative at the time of account opening

By signing this application form, you authorize and consent to Leith Wheeler obtaining information about you from a credit bureau solely so we can verify your identity under applicable anti-money laundering and proceeds of crime legislation. You understand and agree we will not use this information for any other purpose.

AND

Attach a photocopy of a valid piece of photo ID, including Driver's License, Passport, or Other (please specify):

Politically Exposed Persons

Do you hold or have you held or are you an "immediate family member" to an individual who holds or held any of the following positions in Canada or a foreign country?

"Immediate family member" includes: spouse, common-law partner, mother, father, child, brother, sister, half-brother, half-sister, and the mother or father of a spouse or common-law partner.

No Yes

Positions: Head of state or government / member of executive council of government / member of a legislature / deputy minister (or equivalent) / ambassador or an ambassador's attaché or counsellor / military general (or higher rank) / president of a state-owned company or bank / head of a government agency / judge / leader or president of a political party in a legislature/ mayor

No Canada
 Foreign

Signature of Authorized Signing Officer

Signature

Date (mm/dd/yyyy)

8. Identification of Authorized Signing Officer (B)

If you have three (3) or more Authorized Signing Officers at least three (3) of them are required to complete an identification form.

<input type="checkbox"/> Dr.	<input type="checkbox"/> Mrs.	Applicant Surname	Given Names	Date of Birth (mm/dd/yyyy)
<input type="checkbox"/> Mr.	<input type="checkbox"/> Ms.			

Residential Address (may not be a P.O. box or c/o address)

City	Province	Country	Postal Code
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Home Number	Cell Number	Email Address
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Client Identification – Authorized Signing Officer

The Proceeds of Crime (Money Laundering) and Terrorist Financing Act requires us to obtain certain information regarding the identity of each individual who opens an account, or who is authorized to transact on the account. All documents and information must be provided before Leith Wheeler will open any accounts.

When meeting with a Leith Wheeler representative at the time of account opening (to be completed by Leith Wheeler representative)

Identification Document: (Provide one of the following)	<input type="checkbox"/> Driver's License <input type="checkbox"/> Passport <input type="checkbox"/> Other (please specify):	ID reference number, expiry date, country/province of origin:
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OR

When NOT meeting with a Leith Wheeler representative at the time of account opening

By signing this application form, you authorize and consent to Leith Wheeler obtaining information about you from a credit bureau solely so we can verify your identity under applicable anti-money laundering and proceeds of crime legislation. You understand and agree we will not use this information for any other purpose.

AND

Attach a photocopy of a valid piece of photo ID, including Driver's License, Passport, or Other (please specify):

Politically Exposed Persons

Do you hold or have you held or are you an "immediate family member" to an individual who holds or held any of the following positions in Canada or a foreign country?

"Immediate family member" includes: spouse, common-law partner, mother, father, child, brother, sister, half-brother, half-sister, and the mother or father of a spouse or common-law partner.

No Yes

Positions: Head of state or government / member of executive council of government / member of a legislature / deputy minister (or equivalent) / ambassador or an ambassador's attaché or counsellor / military general (or higher rank) / president of a state-owned company or bank / head of a government agency / judge / leader or president of a political party in a legislature/ mayor

No Canada
 Foreign

Signature of Authorized Signing Officer

Signature

Date (mm/dd/yyyy)

8. Identification of Authorized Signing Officer (C)

If you have three (3) or more Authorized Signing Officers at least three (3) of them are required to complete an identification form.

<input type="checkbox"/> Dr.	<input type="checkbox"/> Mrs.	Applicant Surname	Given Names	Date of Birth (mm/dd/yyyy)
<input type="checkbox"/> Mr.	<input type="checkbox"/> Ms.			

Residential Address (may not be a P.O. box or c/o address)

City	Province	Country	Postal Code
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Home Number	Cell Number	Email Address
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Client Identification – Authorized Signing Officer

The Proceeds of Crime (Money Laundering) and Terrorist Financing Act requires us to obtain certain information regarding the identity of each individual who opens an account, or who is authorized to transact on the account. All documents and information must be provided before Leith Wheeler will open any accounts.

When meeting with a Leith Wheeler representative at the time of account opening (to be completed by Leith Wheeler representative)

Identification Document: (Provide one of the following)	<input type="checkbox"/> Driver's License <input type="checkbox"/> Passport <input type="checkbox"/> Other (please specify):	ID reference number, expiry date, country/province of origin:
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OR

When NOT meeting with a Leith Wheeler representative at the time of account opening

By signing this application form, you authorize and consent to Leith Wheeler obtaining information about you from a credit bureau solely so we can verify your identity under applicable anti-money laundering and proceeds of crime legislation. You understand and agree we will not use this information for any other purpose.

AND

Attach a photocopy of a valid piece of photo ID, including Driver's License, Passport, or Other (please specify):

Politically Exposed Persons

Do you hold or have you held or are you an "immediate family member" to an individual who holds or held any of the following positions in Canada or a foreign country?

"Immediate family member" includes: spouse, common-law partner, mother, father, child, brother, sister, half-brother, half-sister, and the mother or father of a spouse or common-law partner.

No Yes

Positions: Head of state or government / member of executive council of government / member of a legislature / deputy minister (or equivalent) / ambassador or an ambassador's attaché or counsellor / military general (or higher rank) / president of a state-owned company or bank / head of a government agency / judge / leader or president of a political party in a legislature/ mayor

No Canada
 Foreign

Signature of Authorized Signing Officer

Signature

Date (mm/dd/yyyy)

9. Automatic Purchases

Please fill out this section if you would like to set up Automatic Purchases (Business Pre-Authorized Debit) for your account. The minimum total investment for each automatic purchase is **\$100**

Start Date (mm/dd/yyyy): _____	Name of Fund(s) to purchase	Amount
Frequency:	1. _____	\$ _____
<input type="checkbox"/> Monthly on the 3 rd of the month	2. _____	\$ _____
<input type="checkbox"/> Monthly on the 15 th of the month	3. _____	\$ _____
<input type="checkbox"/> Semi-Monthly on the 3 rd & 15 th of the month	4. _____	\$ _____
	Total Investment	\$ _____

The Corporation/Other Entity authorizes Leith Wheeler Investment Funds Ltd. to withdraw the above amount from its bank account for the purchases of the above listed fund(s). If the 3rd or the 15th of the month is not a business day, the said amount will be withdrawn on the next business day. **The Corporation/Other Entity waives the ten (10) day pre-notification period for the first trade. The Corporation/Other Entity acknowledges it may change or revoke its authorization at any time, subject to providing five (5) business day's written notice to Leith Wheeler Investment Funds Ltd.** (Please see Pre-Authorized Debit Terms and Conditions on page 13)

Signature(s) for Automatic Purchases only:

Bank Account Holder: _____	Date (mm/dd/yyyy): _____
Bank Account Holder: _____ (if joint bank account)	Date (mm/dd/yyyy): _____

10. Applicant Signature

Agreement:

I acknowledge that the information that provided in this application is accurate, true and complete.

I confirm that I have read and understood the simplified prospectus and/or Fund Facts for the Leith Wheeler Investment Funds Ltd. ("LWIF") Funds and the Client Account Disclosures document, including the Relationship Disclosure Information, Privacy Policy, Risks of Leveraging Disclosure, Client Complaint disclosures, Dual Occupancy Disclosure and Pre-Authorized Debit Terms and Conditions, and agree to the terms and conditions set out therein.

I consent to the collection, use and disclosure of personal information by LWIF and its affiliate, Leith Wheeler Investment Counsel Ltd., in accordance with the Leith Wheeler Privacy Policy, in order to establish and service my Account as required or as otherwise permitted by law.

_____ Authorized Signing Officer Name (print)	_____ Signature	_____ Date (mm/dd/yyyy)
_____ Authorized Signing Officer Name (print)	_____ Signature	_____ Date (mm/dd/yyyy)
_____ Authorized Signing Officer Name (print)	_____ Signature	_____ Date (mm/dd/yyyy)

Administrative Use Only

Leith Wheeler Fund Representative

Date

Compliance Officer Approval

Date

Account Number

Administrator

Date Entered

B. Authorized Signing Officers

Full Corporation/Entity Legal Name

Signing Authority Designation (Check and complete one of the options below)

Any one of the following,

OR

Any _____ (specify number of signatures required) of the following, signing together,

has/have and is/are hereby given full power and authority by the Company/Entity to deal with all decisions with respect to the Company's/Entity's portfolio and to execute any documents in connection therewith and all such documents executed by such Authorized Signing Officer(s) on behalf of the Company/Entity are hereby ratified and confirmed and Leith Wheeler Investment Funds Ltd. shall be entitled to rely upon this authority without the need to make further inquiries of the Company/Entity.

_____	_____	_____
Name (print)	Title	Signature
_____	_____	_____
Name (print)	Title	Signature
_____	_____	_____
Name (print)	Title	Signature
_____	_____	_____
Name (print)	Title	Signature
_____	_____	_____
Name (print)	Title	Signature
_____	_____	_____
Name (print)	Title	Signature
_____	_____	_____
Name (print)	Title	Signature
_____	_____	_____
Name (print)	Title	Signature

Certification

This certificate replaces any previous certificate.

Dated at _____ this _____
City, Province Date (mm/dd/yyyy)

Name of Secretary or other Authorized Officer (print) Signature

Client Account Disclosures

Please read and retain a copy of the following as it contains important information regarding your account and the investments in your account with Leith Wheeler Investment Funds Ltd. (“LWIF”).

- A. Relationship Disclosure Information
- B. Privacy Policy
- C. Risks of Leveraging Disclosure
- D. Leith Wheeler Investment Fund Complaint Handling Summary
- E. Mutual Fund Dealers Association Client Complaint Information Form
- F. Dual Occupancy Disclosure
- G. Pre-Authorized Debit Terms and Conditions
- H. Joint Account Statement
- I. Beneficiary Designation Terms and Conditions

A. Relationship Disclosure Information

Introduction

This Relationship Disclosure Information aims to provide all the information a client would consider important about its relationship with LWIF including the nature of the advisory relationship, products and services offered, what are the obligations with respect to reporting and the costs associated with the service levels.

Nature of the Advisory Relationship

LWIF is registered as a Mutual Funds Dealer. Our Investment Funds Advisors provide investment advice to our clients, to assist them in determining their investment objectives and help develop a strategy to meet their objectives. As a client, you have access to the Leith Wheeler Investment Funds (see below under “Nature of the Products and Services”), but you make your own investment decisions as to which fund(s) to invest in and how much to allocate to the chosen fund(s). Our Investment Funds Advisors are available to assist with any questions about your investment strategy and which of our products may be suitable for you.

Nature of the Products and Services and “Know-Your-Client” Information

All LWIF clients have access to Series B of the full range of Leith Wheeler Investment Funds, all of which have been qualified by prospectus filed with securities regulators.

Our Investment Advisors will provide you with information on the Leith Wheeler Investment Funds, portfolio construction, a periodic portfolio review and assist you in ensuring that the Fund(s) you select are suitable given your investment objectives.

As members of the Mutual Funds Dealers Association, LWIF is required to ensure that each transaction in your account is suitable based on our due diligence in learning about the essential facts relative to your investment strategy and objectives. These essential facts, commonly referred to as “Know-Your-Client” information, are included on new account application forms and defined as follows:

Know Your Client and Suitability

We are required under securities law to collect and document sufficient and appropriate Know-Your-Client information to ensure that trades are suitable for certain clients.

In satisfying this Know-Your-Client requirement, we will do the following:

- Establish your identity as client and, if there is any concern, make reasonable inquiries as to your reputation. For the purposes of establishing the identity of a client that is a corporation, partnership, trust, or other entity we will determine the nature of your business and the identity of any individual who own or control (directly or indirectly) 25% or more of the corporation, partnership, or trust, or other entity.
- Ensure that we have sufficient information to meet our Know-Your-Client obligations and suitability requirements regarding your investment needs and objectives, and risk tolerance. In addition to the Know-Your-Client requirements, we must satisfy the suitability requirement as required by applicable securities law.

Keeping Us Informed

It is very important that you are an active participant in our relationship. Please:

- Keep us fully and accurately informed about your personal circumstances, and promptly advise us of any change that could reasonably result in a change to the

types of investments appropriate for you, such as a change to your income, investment objectives, risk tolerance, time horizon, net worth or a major life event.

- Review all documentation and other information we send to you regarding your Account, particularly the transactions conducted on your behalf and the holdings in your portfolio
- Ask us any questions you have about what we send you or your relationship with us.

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 one or a combination of the following objectives: “income” and “growth”. Each of these categories is defined below.

- **Income:** The primary purpose of an income oriented portfolio is to generate an income stream in the form of interest and dividends. Income oriented investors are less concerned about growth of the underlying assets (i.e. capital gains). An income generating portfolio will hold a relatively higher portion of the account in bonds and preferred shares.
- **Growth:** The primary purpose of a growth oriented portfolio is to see the holdings in the portfolio increase over time (i.e. earn capital gains). Growth oriented investors are not as concerned with income generation (i.e. interest and dividends) but want the holdings to appreciate in value over time. A growth oriented investor will hold a relatively high portion of the portfolio in equities, especially if the investor also has a higher risk tolerance and longer time horizon.

Risk Tolerance

Your risk tolerance is a gauge of your ability and willingness to assume risk in your account. Every investor has their own tolerance for risk. An investor’s risk tolerance is based on their 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 is willing to accept larger variations in portfolio value and has a longer investment time horizon.

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?”

The differing levels of risk tolerance are defined below:

- **Low:** Low risk investments demonstrate a low level of volatility in returns and are for investors who are willing to accept lower returns for greater safety of capital.
- **Low - Medium:** Low - Medium risk investments demonstrate more volatility in returns than Low risk investments and are for investors who are looking for some growth over a longer period of time.
- **Medium:** Medium risk investments demonstrate a moderate volatility in returns and are for investors who are looking for moderate growth over a longer period of time.
- **Medium - High:** Medium - High risk investments demonstrate a greater level of volatility in returns than Medium risk investments and are for investors who are growth-oriented and 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 in returns 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

We will ensure that each investment we recommend for you or accept from you is suitable for you in relation to your investment objective, time horizon, risk tolerance and other financial information you provide to us during your account opening and periodically during our account updates. Our obligation to make a suitability determination applies to trades you propose, whether or not we have recommended the trade. To ensure the suitability of your investments our Investment Advisor will assess your account:

- When you transfer assets into a LWIF account;
- Whenever we become aware of a material change in your client information;

- Whenever the Investment Advisor is changed on your account at LWIF.

Our Investment Funds Advisors are available through our toll-free telephone number, 1-888-292-1122, or in person when you make an appointment in our Vancouver office (1500-400 Burrard Street, Vancouver, BC) or our Calgary office (570-1100 1st Street SE, Calgary, AB).

Cash and Cheque Handling Procedures

To purchase units of the Leith Wheeler Investment Funds you can: 1) write a cheque payable to CIBC Mellon Trust Company, as trustees for the Leith Wheeler Investment Funds; or 2) use an Electronic Funds Transfer from an applicable financial institution. We do not accept cash for the purchase of securities. Cheques should not be made payable to your Investment Advisor or to LWIF directly, only makes cheques payable to CIBC Mellon Trust Company. CIBC Mellon Trust Company is both custodian and trustee for the Leith Wheeler Investment Funds and as such, they ensure the safekeeping of the assets of the funds.

Content and Frequency of Reporting

Leith Wheeler Investment Funds clients are mailed a confirmation notice after every transaction. Each quarter you will receive a quarterly statement detailing your account activities, asset mix, and the valuation of each Fund and your total portfolio. If you participate in an Automatic Payment Plan, which provides systematic trading in the securities of a mutual fund on a monthly or more frequent basis, LWIF will send a trade confirmation for the initial trade but not for subsequent transactions, unless you arrange otherwise. Each confirmation of trades sent to you will include the quantity and description of the Fund, price per unit of the trade, the consideration, the breakdown of any cost, and the date of the trade. Annually, you will receive charges and performance report, which tells you how your investments have performed and lists the fees you paid to us for advice and service during the year. The report on your account includes annual change in the market value; cumulative change in the market value, since opening; annualized money-weighted total percentage returns, calculated net of charges, for 1, 3, 5 and 10-year periods and since account inception.

On the LWIF website (www.leithwheeler.com) we provide information on our Quarterly Investment Outlook, Periodic Newsletters and a variety of investment articles and the Funds' Performance reviews. The most recent versions of the Simplified Prospectus, Fund Facts and Fund Financial Statements are also available. All publications are also available in hard copy upon request.

Operating Charges

Operating charges are defined as any amount we charge you in respect of the operation, transfer or termination of your account and includes any federal, provincial or territorial sales taxes paid on that amount. Some examples of these charges include service charges, administration fees, safekeeping fees and management fees. The only fees that currently apply to each of these services are the management expense ratios (MERs) of the mutual funds. LWIF will provide written notice of new or increased operating charge 60 days before the date on which the imposition or increase becomes effective.

Transaction Charges

Transaction charges are defined as any amount we charge you in respect of a purchase or sale of a security and includes any federal, provincial or territorial sales taxes paid on that amount. Some examples of these charges include commissions, transaction fees, switch or changes fees and performance fees. LWIF's Investment Funds are "no load" and LWIF does not directly or indirectly pay fees, sales commission or trailing commission, nor do we provide any non-monetary benefits to registered dealers for distribution of our Investment Funds. If a dealer charges you a commission for fee, that is a matter between you and the dealer. There is no charge for buying or redeeming units of the Funds through LWIF and in addition, there are no account set up fees when you transfer your assets through LWIF. If you have any questions on fees charged in relation to your account with us, please speak with your Investment Advisor.

How to use Investment Performance Benchmarks

You can use investment performance benchmarks to assess the relative performance of your portfolio versus, most commonly, a published index (or a hybrid of several indices). It is important to choose a benchmark that has similar (or identical) risk and return characteristics and asset classes. If there is no single benchmark that matches your portfolio you may be able to construct a hybrid benchmark. The closer a benchmark matches your portfolio, the more meaningful the comparison.

Benchmarks can help you determine if your portfolio is achieving your investing goals, and help you develop realistic expectations for the long-term return on your portfolio. Benchmarks usually do not include fees in their return calculations, so their returns are overstated versus a real portfolio. A portfolio manager is generally considered to be doing very well if your portfolio matches the benchmark after taking fees into account.

We may use investment performance benchmarks to assess the performance of your investments and to allow you to assess their performance against an index of securities reasonably reflective of the composition of your investment portfolio. When comparing your investment returns to the returns of an investment performance benchmark comparisons in our account reporting, keep in mind that: (i) the composition of your investment portfolio reflects the investment strategy you have agreed upon, resulting in the composition of the investment performance benchmark differing; and (ii) investment performance benchmarks do not generally include charges and other expenses.. Please speak to your Investment Fund Advisor if you have questions about the performance of your portfolio or what benchmarks might be appropriate for you.

B. Privacy Policy

Maintaining your privacy and your personal information within a safe and secure environment is very important to us. Personal information is any information that can be used to identify you as an individual, including your name, age, address, financial details and any other identifying information that you choose to provide. Personal information does not include so-called "business card information" such as your business telephone number and address in your capacity as an employee of an organization.

We are committed to providing a quality service in a manner that fosters trust and confidence between LWIF and our clients. We limit the collection, use and disclosure of personal information to data that will enable us to provide our products and services and to meet regulatory requirements. We do not sell or distribute any client information to any third parties for the purpose of marketing or soliciting any products or services. To formalize our conduct governing the collection, use and disclosure of our clients' 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.

Our Privacy Principles

1. Accountability

LWIF 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 trade, rent or sell personal information. If, at any time, there are questions or concerns regarding the use of your personal information, please feel free to contact our Chief Financial Officer.

2. Consent

Before we collect, use or disclose any personal information about our clients, we require their consent. We will only collect personal information necessary for us to provide the products and perform the services requested to the best of our ability. You may refuse to provide personal information and may, subject to legal or contractual restrictions and reasonable notice, withdraw consent at any time to the continued use and disclosure of personal information previously collected. Please note that refusing or withdrawing your consent may result in us being unable to provide you with certain products or services. You can withdraw your consent at any time by writing to our Chief Financial Officer.

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 the products and services you request. We will not collect any personal information beyond what is allowed by law. Our website collects log files to measure usage statistics. This information is not used to identify or contact individuals.

5. Limiting the Use Disclosure and Retention of Personal Information

Personal information may be used to provide clients with information about requested products or services, or in the provision of those products or services.

Personal information will only be used or disclosed for the purposes identified when collected and identified in these Principles or later consented to. We will only use or disclose personal information for other purposes with our clients' consent or when permitted or required by law. Personal information will only be retained for the period of time required to fulfill the purposes for which it was collected or as otherwise permitted or required by law.

Your personal information may be used to: establish your identity, open and process transactions in your account, protect against fraud, provide you with investment services, satisfy know-your-client requirements and determine suitability of investments for you, communicate with you about your account and other products and services. It may also be used for internal audit, statistical, and record-keeping purposes, and as otherwise required or permitted by law

6. Disclosure to Others

Your personal information may be disclosed to agents, third-party service providers, intermediaries and regulatory organizations – but only for the purpose of providing our services to you. We may outsource data for storage and processing to third parties in foreign jurisdictions. Your Personal Information may be accessed under the laws of such other countries to which the information has been transferred. We will use contractual or other means to safeguard your transferred personal information from improper use or disclosure.

7. Accuracy

We will endeavor to maintain personal information in as accurate, complete and up-to-date a manner as is necessary to fulfill the purposes for which it was collected.

8. Safeguarding Client Information

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

9. Openness

Our clients can request written information about our policies and practices relating to the management of their personal information by contacting our Chief Financial Officer.

10. 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, except where a legislative exception applies. Clients may verify the accuracy and completeness of their personal information, and request any appropriate amendments to it by request to our Chief Financial Officer.

11. Challenging Our Compliance

If, at any time, a client has reason to question our compliance with applicable privacy legislation, or wishes to have a better clarification and understanding of the principles outlined above, they can contact our Chief Financial Officer who serves as the Privacy Officer.

C. Risks of Leveraging Disclosure

Using borrowed money to finance the purchase of securities involves greater risk than a purchase using cash resources only. If you borrow money to purchase securities, your responsibility to repay the loan and pay interest as required by its terms remains the same even if the value of the securities purchased declines.

D. Leith Wheeler Investment Fund Complaint Handling Summary

LWIF has procedures in place to handle any written or verbal complaints received from clients in a fair and prompt manner. This is a summary of those procedures.

How to File a Complaint with LWIF

Clients wishing to complain to LWIF may make their complaint to our head office by contacting any LWIF representative. All complaints are forwarded to qualified compliance or supervisory personnel to be handled. We encourage clients to make their complaint in writing or by email where possible. Where clients have difficulty putting their complaint in writing, they should advise us so that we can provide assistance. For confidentiality reasons, we will only deal with the client or another individual who has the client's express written authorization to deal with us.

Complaint Handling Procedures

1. All client complaints will be acknowledged by LWIF within 5 business day of receipt.
2. All complaints will be reviewed fairly taking into account all relevant documents and statements obtained from the client, our records, our representatives, other staff members and any other relevant source.
3. LWIF will generally provide its response within ninety days, unless we are waiting for additional information from you, or the case is novel or very complicated. Our response will summarize the client complaint, our findings, and your options at the Ombudsman for Banking Services and Investments (OBSI) and the Mutual Fund Dealers Association of Canada (MFDA). Our response may be an offer to resolve your complaint, a denial of the complaint with reasons or another appropriate response.
4. Where the complaint relates to certain serious allegations, our initial response will include a copy of this summary and a copy of the MFDA Client Complaint Information Form (CCIF), which is set out in the following section. The CCIF is also available under the Forms & Documents section on our website (www.leithwheeler.com).

Contacting Leith Wheeler Investment Funds Ltd.

Clients may contact us at any time to provide further information or to inquire as to the status of their complaint, by contacting the individual handling their complaint or by contacting the Compliance department at:

- Mail: 1500-400 Burrard Street Vancouver, BC V6C 3A6
- Telephone: (604) 683-3391 or Toll free at 1-888-292-1122
- Email: compliance@leithwheeler.com

E. Mutual Fund Dealers Association Client Complaint Information Form

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. MFDA Member dealers have a responsibility to their clients to ensure that all complaints are dealt with fairly and promptly. If you have a complaint, these are some of the steps you can take.

- 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 by-laws, rules and guidelines governing their activities. The firm will investigate any complaint that you initiate and respond back to you with the results of their investigation within the time period expected of a Member acting diligently in the circumstances, in most cases within three months of receipt of the complaint. It is helpful if your complaint is in writing.
- 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. You may make a complaint to the MFDA at any time, whether or not you have complained to your mutual fund dealer. The MFDA can be contacted:
 - by completing the on-line complaint form at www.mfda.ca
 - 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 by mail to 121 King Street West, Suite 1000, Toronto, ON M5H 3T9 or by fax at (416) 361-9073

Compensation

The MFDA does not order compensation or restitution to clients of Members. The MFDA exists to regulate the operations, standards of practice and business conduct of its Members and their representatives with a mandate to enhance investor protection and strengthen public confidence in the Canadian mutual fund industry. If you are seeking compensation, you may consider the following:

Ombudsman for Banking Services and Investments (OBSI): You may make a complaint to OBSI after you have complained to the dealer, at either of the following times:

- If the dealer's Compliance Department has not responded to your complaint within 90 days of the date you complained, or;
- After the dealer's Compliance Department has responded to your complaint and you are not satisfied with the response. **Please note that you have 180 calendar days to bring your complaint to OBSI after receiving the dealer's response.**
- OBSI provides an independent and impartial process for the investigation and resolution of complaints about the provision of financial services to clients. 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
- Legal Assistance: You may consider retaining a lawyer to assist with the complaint. You should be aware that there are legal time limits for taking civil action. A lawyer can advise you of your options and recourses. Once the applicable limitation period expires, you may lose rights to pursue some claims.
- In Manitoba and Saskatchewan: Securities regulatory authorities in these provinces have the power to, in appropriate cases, order that a person or company that has contravened securities laws in their province pay compensation to a claimant. The claimant is then able to enforce such an order as if it were a judgment of the superior court in that province. For more information, please visit:
 - Manitoba: www.msc.gov.mb.ca
 - Saskatchewan: www.fcaa.gov.sk.ca

F. Dual Occupancy Disclosure

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.

G. Pre-Authorized Debit ("PAD") Terms and Conditions

By agreeing to PAD, and in keeping with the rules set out by the Canadian Payments Association, you authorize LWIF's bank to debit your account (the "PAD Account") at the financial institution holding your PAD Account for Pre-Authorized Debit for the ongoing purpose of purchasing mutual fund units on a regular basis, as specified in this application.

You agree to these Terms and Conditions and pre-authorize LWIF's bank to process a debit in the amount of your outstanding payments on the due date(s) set out in your application.

You warrant, on a continuing basis, that all persons whose signatures are required to authorize transactions in the PAD Account have provided authorization(s).

You may change instructions for, or cancel, the PAD at any time, provided that LWIF receives at least five (5) business days' written notice. You acknowledge that cancellation of this pre-authorization does not terminate any part of this Agreement and does not relieve you of your obligations to pay the amounts owing under the Agreement. For more information regarding your right to cancel a PAD agreement, please consult with your financial institution or visit the Canadian Payments Association website at www.cdnpay.ca.

You acknowledge and agree that you are fully liable for any charges incurred if the debits cannot be made due to insufficient funds or any other reason for which you may be held accountable, and we may cancel your future automatic purchases.

You have certain recourse rights if any debit does not comply with this Agreement. For example, you have the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD Agreement. To obtain more information

on your recourse rights, you may contact your financial institution or visit www.cdnpay.ca.

LWIF may be contacted at:

Leith Wheeler Investment Funds Ltd.
1500-400 Burrard Street
Vancouver, B.C. V6C 3A6

Phone: (604) 683-3391 or Toll free at 1-888-292-1122

Fax: (604) 683-0323

Email: info@leithwheeler.com

H. Joint Accounts Statement (not applicable to registered accounts)

If your Non-Registered Account Agreement is signed by more than one Applicant, then the securities in the Account are owned by each of the Applicants ("Accountholders") as joint tenants and not as tenants in common. LWIF and 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:

1. 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;
2. 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;
3. 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
4. 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.

I. Beneficiary Designation Terms and Conditions (for registered accounts)

I understand that if I have appointed a successor annuitant, if applicable, then my beneficiary designation will only be effective if my spouse or common-law partner predeceases me or is not my spouse or common-law partner on the date of my death. I acknowledge that if my appointed successor annuitant survives me then I cannot designate a beneficiary under the Fund.

I hereby revoke all previous beneficiary designations made in respect of my Fund including any such designation made in my will. I designate the person(s) identified as the as the Fund beneficiary(ies) entitled to receive all amounts payable under the Fund upon my death. In the case of my designation of multiple beneficiaries, the beneficiaries are to receive such amounts payable in accordance with the percentages of entitlement set out.

If no percentage of entitlement is set out, or if the percentages do not add up to 100%, then I direct that the proceeds of my Fund be divided equally among the surviving beneficiaries or paid to the surviving beneficiary upon my death, as the case may be. If any of the beneficiaries predeceases me, I direct that their percentage of entitlement be divided equally among the surviving beneficiaries or paid to the surviving beneficiary, as the case may be. If there are no beneficiaries who survive me, I direct that the proceeds of my Fund be paid to my estate upon my death.

My beneficiary designation applies to all property held under the Fund upon my death.

I acknowledge that in certain provinces or territories a beneficiary designation, or any revocation thereof, can only be made by will. In some cases, the rights of my spouse

or common-law partner, as may be defined under applicable law, may override any such beneficiary designation. In addition, a beneficiary designation will not automatically change as a result of a future relationship or relationship breakdown – it may be necessary to beneficiary designation for this purpose.

I acknowledge that I am solely responsible for ensuring that my beneficiary designation is valid under applicable law and that my beneficiary designation is changed when appropriate.

If I am domiciled in Canada when I die, my beneficiary designation will be governed by the laws of the province or territory of my domicile at the time of my death. If I am not domiciled in Canada when I die, the laws of the province or territory where I was domiciled at the time of execution of this form, provided that was in Canada, will apply. Otherwise, the laws of Ontario will apply.