



Client Agreement and Relationship Disclosure Brochure

Introduction

This client agreement and relationship disclosure brochure (the “Agreement”) contains the terms and conditions of your client account with Kilgour Williams Capital Incorporated (“KWC”). Please read this document carefully. This Agreement also contains important regulatory disclosures, definitions and explanations of aspects of your client account. If you have any questions, please contact your KWC representative. You agree to be bound by this Agreement in respect of your account with KWC and services performed by KWC relating thereto.

KWC is registered as Restricted Portfolio Manager, Investment Fund Manager and an Exempt Market Dealer (“EMD”) in accordance with applicable Canadian securities laws in Ontario. As an EMD, KWC sells securities that are exempt from the prospectus requirement pursuant to applicable securities laws in Canada and are not reviewed by a regulator such as a securities commission prior to their sale. These are referred to as “Exempt Securities”. Among the Exempt Securities it sells, KWC also sells Exempt Securities comprised of the securities offerings of Kilgour Williams Capital Incorporated, which are related entities (see “Related Party Disclosure”, below). KWC reviews any investment that it sells prior to it being offered to ensure that it meets prescribed regulatory requirements and reviews each purchase to ensure it is suitable for its investor clients.

About Your Account

Your KWC account allows you to purchase Exempt Securities approved by KWC.

As an EMD, we have an obligation to assess whether a purchase of an Exempt Security is suitable for you. The Know-Your-Client and Client Application Form (the “Application Form”) provided to you documents your willingness and ability to assume risk and helps us establish your identity and review your investment needs and objectives, your financial circumstances and your risk tolerance. You confirm that the information you provide us in the Application Form and all other information you provide us verbally, in writing, electronically or by any other means is true and complete. You agree to notify us of any change in your financial affairs, including any change in your needs, experience and investment objectives.

Clients with accounts held by one or more persons acknowledge and agree that the account(s) are joint accounts and every clause of this Agreement applies to each co-applicant jointly and severally.

In this Agreement and in the Application Form, the term “spouse” means any person who resides in the same house as you and to whom you are married, or any person who resides in the same home as you and with whom you are living in a conjugal relationship outside marriage.

Risks of Investing

As you are investing in Exempt Securities, they may have a greater level of risk than other investments and an investment in an Exempt Security is not guaranteed in any way. Only investors who do not require liquidity of their investments and who can afford a substantial impairment or loss of their entire investment should consider purchasing Exempt Securities.

Please also note that there is no market for the Exempt Securities offered by KWC and such Exempt Securities are subject to certain restrictions on re-sale. You may be unable to dispose of such Exempt Securities.

You have a responsibility to carefully consider the information contained in the applicable offering memorandum, subscription agreement and related documents which outline the characteristics and risks of the Exempt Security before deciding to invest. Specifically, without minimizing the importance of any section of the offering memorandum, you have the responsibility to review the section entitled "Risk Factors". You have the responsibility to discuss with your KWC representative any aspect of the offering memorandum and related materials if it does not accord with your own investment objectives or tolerance for risk.

Investor's Responsibility

Exempt Securities are sold according to the specific information contained in the offering memorandum and related documents associated with the offering. Certain additional disclosures may also be required. You agree to carefully review and consider the information and disclosures contained in the offering memorandum and related documents provided to you pertaining to each investment offered by KWC on behalf of its affiliates. You should pay particular attention to the investment objectives and risk characteristics for each investment you agree to make.

Risk of Borrowing Money to Buy Investments

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 remain the same even if the value of the securities purchased declines.

To what extent a leveraged purchase involves undue risk is a determination to be made by each purchaser on an individual case-by-case basis, and will vary depending on the circumstances of the purchaser and the securities purchased.

Money is, of course, also required to pay interest on the loan. Under these circumstances, investors who leverage 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.

Related Party Disclosure

KWC occasionally brokers the distribution of Exempt Securities of certain affiliates of KWC, which are related and connected issuers to KWC. Please review the applicable offering memorandum for more information about the relationship between KWC and such related and connected issuers. We have not evaluated the securities offered by Kilgour Williams Capital Incorporated relative to other similar offerings from arm's length parties.

Client Reporting

You will receive the following reporting from KWC:

- A confirmation statement after making any investment; and
- A quarterly statement summarizing your investments in Exempt Securities of our affiliates during the period. Such statement may be supplemented by a statement from an affiliated issuer or any trustee duly appointed by such issuer, confirming your holdings of securities of such issuer.

You have a responsibility to promptly review every confirmation, statement or other communication sent by KWC for accuracy and to ensure they reflect your investment instructions. Every confirmation, statement or other communication sent by KWC to you shall be deemed to have been acknowledged as correct, approved and consented to by you unless KWC shall have received written notice to the contrary within thirty days after it is sent to you.

Fees and Other Charges

There are no fees for opening or maintaining your account with KWC. There are also no fees or transactional charges applicable to your investment in Exempt Securities distributed by our affiliates. KWC may earn revenue by executing transactions that you request.

KWC may be paid a selling agent's fee by the affiliated issuer in respect of the offering as described in the applicable offering memorandum.

Operation of the Account

KWC has the right, solely for its own protection, to determine at its discretion whether or not any order for a transaction is acceptable and whether to execute said order. KWC will maintain a record of your investments in Exempt Securities.

Collection and Use of Personal Information

KWC may from time to time collect financial and other information about you. This information includes information provided in the Application Form and transaction-related details resulting from your investment in Exempt Securities through us. KWC is required to obtain your consent to collect, use and disclose your personal information, all in accordance with KWC's Privacy Policy and Principles.

AUTHORIZATION/CONSENT

You authorize and consent to KWC obtaining, verifying, giving, sharing and exchanging personal information about you, now and in the future in accordance with all sections below.

COLLECTING, USING AND DISCLOSING YOUR PERSONAL INFORMATION

The personal information you provide to KWC (or KWC collects with your consent) in your Application Form, Exempt Securities subscriptions and other forms will be protected and maintained in a client file with KWC.

KWC may collect, use and disclose your personal information to:

- a) confirm your identity and the accuracy of the information provided by you, or collected with your consent;
- b) conduct searches to locate you and update your contact information in your file;
- c) determine your eligibility and suitability for Exempt Securities which you have wish to subscribe for or which KWC offers to you, now or in the future;
- d) affect purchases and sales of Exempt Securities on your behalf;
- e) keep records of instructions given by you;
- f) maintain quality service levels;
- g) help KWC understand the current and future needs of its clients;
- h) provide you with details of offerings of Exempt Securities by KWC's affiliates; and
- i) comply with legal and regulatory requirements.

Prior to a decision being made on your account application or any subsequent subscription, you may withdraw your application and this consent. Once the investment has been settled, if you withdraw your

consent for KWC to use and disclose your personal information, KWC will have the right to close your account. Notwithstanding such withdrawal of consent by you, KWC may be required by law or regulation to maintain and use your personal information for record keeping, tax and financial reporting.

Before KWC collects, uses, and discloses your personal information for any other purpose, KWC will explain the purpose to you and seek your consent.

WHO MAY ACCESS YOUR PERSONAL INFORMATION

Access to your personal information, which includes any details of the denial of your application, will be limited to:

- a) KWC's employees and representatives and their delegates, in the performance of their duties for KWC;
- b) KWC's affiliates;
- c) service providers used by KWC, in the performance of their duties for KWC; KWC will require them to protect the personal information in a manner that is consistent with KWC's Privacy Policies and Principles;
- d) those to whom you gave permission; and
- e) those authorized by law.

WITHDRAWING YOUR CONSENT

Subject to any legal and contractual restrictions described above, you may withdraw your consent to KWC's collection, use and disclosure of your personal information, at any time.

YOUR RIGHT TO ACCESS YOUR PERSONAL INFORMATION OR RECEIVE ADDITIONAL INFORMATION

You understand that you may review KWC's Privacy Policy and Principles upon request from KWC. You may request additional information or request access to your personal information in your file at any time, subject to the restrictions provided by law, and ask that any inaccurate or incomplete information be corrected.

COMPLAINTS AND SUGGESTIONS

Any person can address any question, concern or complaint about any of these principles with our Privacy Officer

NOTICES

To withdraw your consent, to access your personal information or receive additional information or to make a complaint or suggestion, you may call KWC at (604) 587 6500 or write to the following address:

Kilgour Williams Capital Incorporated

Attn: Privacy Officer
400-49 Front Street E.
Toronto, ON M5E 1B3

Copies of our Privacy Policy and Principles are available through our designated Privacy Officer, at address above or via email at privacyofficer@kilgourwilliams.com.

Dispute Resolution

A client who is not satisfied with our service has 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 representative. The representative will be able to solve most problems quickly.

You may contact the Chief Compliance Officer by telephone at (647) 977-5803 or fax at (416) 315-4884 or by mail at 400-49 Front Street E., Toronto, ON M5E 1B3. KWC is responsible to you, the client, for monitoring the actions of our representatives to ensure they are in compliance with the legislation, rules and guidelines governing their activities. Upon receipt of your complaint, you will receive a written acknowledgement of your complaint.

The Chief Compliance Officer or its designate will investigate any complaint that you initiate in writing and respond back to you within one month of the receipt of your complaint.

An independent dispute resolution or mediation service will be made available to you, at KWC's expense, to mediate any unresolved dispute that might arise regarding the provision of KWC's services.

Notices to You

Any notice, statement or communication to you may be given by prepaid mail or facsimile to your address of record, may be delivered personally to any such address, or may be delivered by electronic transmission if so requested in your Application Form, and shall be deemed to have been received, if mailed, on the third business day after mailing or, if sent by facsimile, on the day sent, if personally delivered, when delivered, or if emailed, when emailed.

Other Agreements

The terms of this Agreement constitute the entire agreement with respect to your account and supersede any oral and other written agreements. None of the terms and conditions of this Agreement may be waived or changed by you without agreement in writing signed by you and a director or officer of KWC. This Agreement may be amended at any time by KWC provided KWC gives you written notice of the amendment.

Capacity

If a corporation, trust, partnership or other legal entity opens the account, it hereby confirms that: (i) it has the right and ability to enter into this Agreement and carry out the transactions described in it; and (ii) the execution and delivery of this Agreement have been properly authorized.

Severability

In the event any term or provision of this Agreement, as amended from time to time, shall be deemed invalid, in whole or in part, by a court of competent jurisdiction, the remaining terms and provisions of this Agreement shall remain in full force and effect.

Successors and Assigns

This Agreement shall enure to the benefit of and shall be binding upon the parties and their respective heirs, executors, administrators, successors and permitted assigns, as the case may be. You agree that you will not assign this Agreement without KWC's written approval. If we merge or amalgamate with another company or companies, the new company will take over our rights and duties under this Agreement.

Governing Law

Notwithstanding your country of residence, incorporation, location of registered and records office, or usual place of business, as the case may be, this Agreement and all services and matters relating to the operation of your account will be governed exclusively by the laws of the Province of Ontario and the federal laws of Canada applicable therein. You hereby agree to exclusively attorn to and be bound by the courts of the Province of Ontario. You agree that the courts of the Province of Ontario are presumed to be the most convenient forum in which to litigate any dispute in relation to this Agreement

Termination

This Agreement will end and your account will be closed when you give us 30 days notice in writing, or we end it without giving you notice.

The undersigned hereby applies to open an account at Kilgour Williams Capital Incorporated and agrees that the information provided in this Know Your Client and Client Application Form and Client Agreement is true, correct and complete in every respect. The undersigned agrees to update Kilgour Williams Capital Incorporated if any of the information provided in this form is no longer true, correct or complete in every respect at any time.

Date: _____

Signature: _____

Name:

Signed by:
