

Relationship Disclosure for all Solium Financial Investors

The purpose of this Relationship Disclosure is to provide investors with a clear understanding of Solium Financial as a firm, the types of services and products we offer and our responsibilities to you.

Account Relationship - Solium Financial Inc. (“Solium”, “we” or “us”) is a suitability exempt investment dealer regulated by the Investment Industry Regulatory Organization of Canada (IIROC) and is a member of the Canadian Investor Protection Fund (CIPF). As a regulated investment dealer we have obligations to IIROC, provincial securities regulators and federal regulators such as the Financial Transactions Reports Analysis Centre of Canada (FINTRAC)

We offer investors an order-execution account relationship. This is a “suitability exempt” account relationship. Investors who open accounts with Solium have; by opening an account; consented to the terms and conditions of this relationship and are solely responsible for choosing and authorizing their investment choices.

Solium and our registered Investment Representatives do not offer investment advice to investors and do not solicit investment orders from investors. Solium is not responsible for assessing the suitability of the investment(s) for investors. At no time and under no circumstances does Solium review the suitability of your investment(s). We do not assess ongoing suitability, timing of investment decisions, holding of investments, or recommend changes to investments due to market fluctuations. We do not assess investments for quality, risk tolerance, risk type or investment objectives.

By opening an account with us, the investor assumes all responsibility for investment decisions including, but not limited to suitability, risk level and risk assessment, quality, complexity, or holding period of any investment.

Introducing Broker – Solium is an Introducing Broker and Canaccord Genuity Corp. is our Carrying Broker. With respect to any transactions you may enter into with Solium, Canaccord Genuity Corp., in its capacity as Carrying Broker, will be responsible for trade execution and settlement, custody of cash and securities, the preparation of confirmations and account statements, and the financing of any account positions. Solium is responsible for ensuring appropriate supervision is performed for account opening and trading activity in client accounts.

Affiliated and Parent Company – Solium Financial Inc. is a wholly-owned subsidiary of Solium Capital Inc. Solium Capital Inc. is a multinational public corporation listed on the Toronto Stock Exchange (TSX: SUM) providing a number of cloud enabled services for global equity administration, financial reporting and compliance. Solium Capital offers innovative software as a service technology and plan administration. Solium Capital has offices in Canada, the United States, United Kingdom and Australia serving over 3000 corporate clients in 150 countries. More information on Solium Capital is available at www.solium.com.

Client Relationship Model

Disclosure of Transaction Related Fees Pre-Trade for Equity and Fixed Income Transactions – We are required under regulation to provide you with information regarding transaction costs and how they are calculated, prior to your execution of a trade or transaction. At the time you enter an order you will receive a ‘pop-up message’ for online trades or transactions or be provided with information when placing a telephone trade or transaction.

Book Value and Market Value – We are required to provide you with the book value, which is the total amount paid for a security, including any transaction charges related to the purchase, adjusted for reinvested distributions, returns of capital and corporate actions. For short positions the Book Value is the total amount received for the security, net of any transaction charges related to the sale, adjusted for any distributions (other than dividends), returns of capital and corporate reorganizations. Adjusted Average Cost is the Book Value on a per unit or share basis. The market value provided to you will be the last bid, for long positions and buys, and the last ask for short positions and sells. This information will be provided to you on your account statement, as well as upon login to your account online.

Account Opening, Transactions and Placing Orders – We will ask you to complete documentation (see “Account Documentation”) and provide information, as required by our policies and procedures, and regulation in order to open an account. By opening an account with us, the investor assumes all responsibility for investment decisions including, but not limited to suitability, risk level and risk assessment, quality, complexity, or holding period of any investment.

Account Documentation – The following documents are provided to you at account opening in your *Welcome Package*:

- New Account Application Form (NAAF) – the legally binding contract between you and us.
- Account Agreements & Disclosure Documents – outlines the relationship between you and us. The document also includes legal and regulatory disclosures.
- Regulator brochures – Canadian Investor Protection Fund & IIROC’s “An Investor’s Guide to Making a Complaint”

Anti-Money Laundering/Anti-Terrorism Regulatory Requirements – Obtaining Verification of Your Identity – Under FINTRAC’s requirements for securities dealers we are obligated to verify your identity prior to opening an account.

Products, Services and Account Types – Solium offers investors a range of investment products including equities, mutual funds, stock purchase plan liquidations, fixed income and money market products. We offer a range of various account types including self-directed registered plans, self-directed cash trading accounts and Tax-Free Savings Accounts. Product offerings may change from time to time; kindly contact us, or visit our www.soliumfinancial.com for a current list of product offerings.

Mutual Fund Investments – Solium offers a wide range of Mutual Fund investments. You are required to receive a Fund Fact document when you purchase a mutual fund; this document will be provided to you at the time of purchase. Trailing fees, performance, management and other fees may be associated with mutual fund investments and these fees will vary depending on the mutual fund. Investors should read the Fund Fact or prospectus documents to understand the fees associated with a specific fund.

How to Place an Order and Order Execution – You may place an order by one of two methods; either online or by contacting us by telephone.

Investment Representatives – Investment Representatives are registered professionals who have met industry required proficiencies in order to be able to place orders on behalf of investors. Only a registered Investment Representative may take your order by telephone.

Fees, Charges and Costs – We will deduct any applicable administrative fees, costs, charges, commissions and transactional charges from your account, associated with placing trades and the operation of your account. Commissions may vary depending on whether you place your trade online, or via telephone.

Types of charges may include: commissions, mutual fund fees and sales charges, account administration and transactional fees. Please refer to our most current pricing at <http://soliumfinancial.com/pricing/>

Transaction and Account Reporting – Solium investors will receive trade confirmations and account statements. Trade confirmations are generated on the first business day after a trade. You will receive monthly statements when your account(s) have had activity during the month or quarterly regardless of account activity.

Benchmarks and Performance Reporting – Occasionally, Solium may provide Benchmark information to you for information comparison purposes only. This would be done in conjunction with regulation for account statements, mutual fund documents or regarding the performance of your account (anticipated for 2015). As an order execution suitability exempt dealer, Solium has no performance related role in your investments.

Solium will endeavor to advise why a specific Benchmark is being presented and relevant to an investment(s). Investors should bear in mind; benchmarks vary and are not standardized. Comparisons to benchmarks have limitations. Investments comprising the benchmark may be materially different from your investments with Solium or your portfolio as a whole. Benchmarks may not be investable, or reflect fees and other investment expenses. These limitations should be considered by you when comparisons between investments and benchmarks are made. Your investment may perform in a materially different way to any benchmark.

Leveraged Investing- Borrowing to Invest

Investors must be aware that: Borrowing money from any source to purchase investments involves greater risk than the purchase of an investment where non-borrowed funds are used. Investors who borrow money are obligated to repay the principal and interest of these funds regardless of whether an investment increases in value. Borrowing to invest strategies may result in large losses if investments decline in value and/or the client uses margin account strategies with borrowed funds (double borrowing). Solium does not at any time review the suitability of your investments and does not provide advice including advice regarding borrowing to invest. The investor retains all responsibility for these decisions.

Conflict of Interest Management – Solium maintains a series of conflict management policies and procedures which mandate when and how we disclose conflicts of interest to investors. As a guiding principal, we will consider a conflict of interest to be any circumstance where the interests of different parties, such as the interests of a client and those of a registrant, are inconsistent or divergent. When responding to any conflict of interest, we will consider our standard of care for dealing with clients and apply consistent criteria to similar types of conflicts of interest. In determining the appropriate course of action to respond to conflicts of interest, we will determine whether to alleviate the conflict using avoidance, control or disclosure.

Outside Business Activities – We expect Solium employees to devote their employment efforts to the firm and not to engage in dual employment or other business activities (collectively, OBA) with another employer or business venture. Employees are obligated to reveal OBA's at hiring. OBA's that arise must be approved. OBA's should reflect the highest standard of ethics and conduct. No OBA business or practice should be unbecoming or detrimental to the public interest or run the possibility of adversely affecting the character or business reputation of Solium.

Unclaimed Property – In keeping with regulatory requirements, Solium Financial maintains procedures pertaining to Unclaimed Property. Details of our policies may be found on our website.

Privacy Policy – Solium Financial regards the confidentiality and privacy of investors as important. We abide by the collection and dissemination requirements of the Personal Information Protection and Electronic Documents Act (PIPEDA). Further details of our Privacy Policy can be found on our website.

Complaint Handling - Solium Financial is registered as an investment dealer and may open accounts for clients to provide investment services. If you are a retail investor and have an account with Solium, you should feel comfortable contacting us whenever you have a question concerning these services. At account opening, we will provide you with a copy of IIROC's brochure "An Investor's Guide to Making a Complaint."

Please feel free to contact us via telephone (1-888-680-7634) or mail with your questions or comments. We invite you to speak to the Chief Compliance Officer or to submit the details of your complaint in writing at the following address:

Solium Financial Inc. Compliance Department Suite 1500, 800 – 6 Avenue SW Calgary, AB T2P 3G3
--

In order to allow us to analyze your complaint, please include the following details when you contact us:

- Your name, contact information, and account number as well as the particular circumstances and details of your complaint, notably, the date on which the event took place.
- All relevant documentation, including details of meetings and/or discussions following those meetings that might clarify the situation.

We will acknowledge the receipt of your complaint in writing within 5 business days, giving you the name and the contact information of the person analyzing the complaint. Should you have any questions concerning the advancement of the file, we invite you to contact this person directly. At this time, we will also provide you with a copy of IIROC's brochure "An Investor's Guide to Making a Complaint." We will strive to address your concerns and settle your complaint fairly and quickly.

We will contact you in writing at the latest 90 days after our investigation begins detailing the results and conclusions of our inquiry as well as the options available to you if the problem has not been resolved to your satisfaction.

For further information on this Relationship Disclosure, please contact the Chief Compliance Officer.