

# Relationship Disclosure

Ventum Financial Corp. (“**Ventum**”) believes that the best way to help you meet your financial goals, and for us to serve you as a valued client, is to provide you with the account type(s) and access to investments in a way that best suits your needs. Ventum’s goal is to help you save and invest, in a manner which makes you most comfortable, and which is appropriate for a dynamic investment environment. We believe we can do this most successfully if you and Ventum both know what to expect from each other. For this reason, this RD describes the products and services we offer; the features of your account(s), how your Ventum account operates, your responsibilities to Ventum, and Ventum’s responsibilities to you.

Ventum is registered to advise and trade in securities, futures contracts, and futures contract options, in all provinces and territories of Canada. Ventum is a member of the Canadian Investment Regulatory Organization (“**CIRO**”) and the Canadian Investor Protection Fund (“**CIPF**”). Ventum is a participating organization of the Toronto Stock Exchange, TSX Venture Exchange, Canadian Securities Exchange, and the Montreal Exchange.

Ventum is committed to putting your interests first when making determinations about the suitability of investment products for you. In addition, we are committed to addressing material conflicts of interests we may have with you in your best interest – this principle is explained in more detail in our **Conflicts of Interest Disclosure** brochure.

We also wish you to understand how your input through the Client Information Form (“**CIF**”) form you complete is critical to our meeting your expectations. Through the CIF, we collect information which permits us to meet our Know Your Client (“**KYC**”) obligations, and ensure that we provide services to you that are suitable, and meet your investment needs and objectives.

**Securities regulators have recommended that we promote active client participation for a mutually successful relationship. Regulatory guidance** (*National Instrument 31-103: Registration Requirements, Exemptions and Ongoing Registrant Obligations*) **encourages us to ask you to:**

- **Keep us up to date.** “Provide full and accurate information to the firm and the registered individuals acting for the firm. Clients should promptly inform the firm of any change to information that could reasonably result in a change to the types of investments appropriate for them, such as a change to their income, investment objectives, risk tolerance, time horizon or net worth.”
- **Remain informed.** “Understand the potential risks and returns on investments. They should carefully review sales literature provided by the firm. Where appropriate, clients should consult professionals, such as a lawyer or an accountant, for legal or tax advice.”
- **Ask us questions.** “Ask questions and request information from the firm to resolve questions about their account, transactions or investments, or their relationship with the firm or a registered individual acting for the firm.”
- **Stay on top of your investments.** “Pay for securities purchases by the settlement date. They should review all account documentation provided by the firm and regularly review portfolio holdings and performance.”

We will update this Relationship Disclosure (“**RD**”) when there are material changes to it and you may receive a hard copy upon request. If you later have any questions related to the contents of this document, or need to change your CIF information, please contact your investment advisor. You will be provided with a copy of the CIF that we receive from you at the time of account-opening and when there are material changes to the information.

## The services and products we offer

Here is a brief summary of the services and products we offer you:

### *Services*

Ventum provides two types of accounts discussed further in the next section. The accounts are:

- Managed Accounts
- Advisory Accounts
- Other Services

We offer, for an additional charge, other services related to the main products and services you use, including financial planning

### *Products*

We offer the following investment products:

- Cash and cash equivalents
- Fixed income or debt securities
- Equities including warrants
- Investment funds such as mutual funds
- Alternative investments such as options, income trusts, etc.
- Commodity futures, and commodity futures options
- Life, disability, and critical illness insurance, and segregated funds, through our subsidiary Ventum Financial Services Corp.

Ventum does not offer proprietary products, and certain other types of products (such as over-the-counter derivatives).

Generally, most investment products recommended to you or purchased in your account can be readily liquidated or resold. However, depending on the security, there may be restrictions to your ability to liquidate or resell a security. Any exceptions will be explained to you by your advisor or portfolio manager prior to purchase, and either noted in your account statement or in the applicable disclosure document that is provided to you.

Your advisor can explain the investment products we offer to you, as well as how they work, their risks and possible returns, and whether they are appropriate for you. For more information, you can also read plain-language investment explanations in [Investments at a Glance](#), a booklet prepared by the Canadian Securities Administrators for financial consumers like you.

### *New services and products*

We may offer additional services and products as they are developed. You can find out about new offerings and whether they are appropriate for you by visiting our website, speaking with your advisor or reading information included with your statements or in other communications.

## The account(s) you have and how they operate

We offer our clients one or both of two basic account types and your advisor will work with you to determine the right account(s) and best services for you.

- **Managed accounts.** These are also referred to as “*non-advisory*” or “*discretionary accounts*” where your advisor independently exercises his or her authority (uses his or her discretion) to make investment decisions within the framework of your overall directions. In managed accounts, your advisor will make no recommendations to you and you make no decisions, as he or she invests on your behalf.
- **Advisory accounts.** In advisory accounts, your investment advisor is responsible for providing suitable and unbiased investment recommendations to you that meet the standard of care expected of a trained investment professional based on the KYC information that you provide to us. You (and/or your authorized representative) direct(s) all trading and is (are) responsible for all investment decisions in your account(s).

## The fees you will be paying and how they are calculated

All fees are disclosed as required by regulation and vary depending on the accounts and services you use. In many cases, for example commissions, the fees are split between Ventum and your advisor.

We offer you a choice of commission-based and fee-based accounts. Commissions are based on a percentage of transaction value negotiated between you and Ventum, whereas fees on fee-based accounts are based on a percentage of the value of your account assets. We will recommend the one that is appropriate for you based on how you expect to use the account (for example, if you expect to buy and hold securities for a long time or intend to be buying and selling more frequently), as well as your personal preferences.

**Some charges are fixed.** A list of these is provided in our Client Fee Schedule when you open your account and are updated from time to time.

Other charges are negotiable and depend on the business you have built up over time with us or bring to us. In the case of negotiable charges, we need your consent.

Commissions or fees on fee-based accounts will both have a negative effect on your account returns and portfolio value.

**The fees you will pay for services we provide.** These will vary depending on whether you have chosen a commission-based or a fee-based model – encompass:

### Fees and charges for Managed Accounts (fee-based)

- Managed account fees are typically calculated based on a negotiated percentage of the value of assets in your account and are charged to your account monthly. When you open a managed account, you will sign a fee agreement which will detail the agreed upon fee percentage and the method of calculation.
- In some cases, managed account fees are based on a fixed charge for each transaction (which is not split between Ventum and your advisor) and a negotiated percentage of the profits generated by the account (which is split between Ventum and your advisor.)

For more details relating to the fees payable on your Managed account, please refer to your Managed account, and Fee agreement(s).

### Fees and charges for commission-based Advisory Accounts

- We will charge a commission on every trade we make for you. The method of calculating commissions will vary depending on the type of product involved.
- **Non-Exchange Traded Fixed Income Securities.** The security is either “*marked up*” in the case of a purchase order or “*marked down*” in the case of a sell order. In either case, your confirmation slip will show the net price, and in the case of purchase orders will show the yield to maturity you will receive on the security. The amount of the mark up or mark down is available on request.
- **Equity Securities, Exchange-Traded Fixed Income Securities, Equities Options, Commodities Futures, and Commodities Futures Options.** Each transaction will be charged a negotiated commission plus certain costs of the transaction, including ticket charges or exchange fees) at the time of the transaction. The commission payable will either be a flat dollar value or a percentage of the dollar value of the transaction.
- **Mutual Funds.** You will pay commissions on mutual funds according to the product and options selected by you at the time of purchase. Mutual fund transactions will fall into no load, low load, front-end load, and back-end load (also called deferred sales charge or DSC funds) types. Mutual fund sales charge options, and fees are described in more detail as follows:
  - **No load.** You will pay no commission to either the fund company, or Ventum, at the time of purchase.
  - **Low load.** You will be charged a lower commission at the time of purchase. If the fund is sold within a stipulated amount of time (redemption), you will be charged a fee by the fund company which will be deducted from the total proceeds of your redemption. The amount of time the fund must be held and the fee payable on redemption are specified in the prospectus for the fund and your investment advisor will be able to provide you with more detail.
  - **Front-end load.** You will be charged a negotiated commission at the time of the purchase, and will either be a flat dollar value or a percentage of the dollar value of the transaction. No commission is charged at the time of sale of these funds.

- **Deferred Sales Charge (“DSC”) or back-end load.** You will be charged no commission at the time of purchase, however a commissions is paid directly by the fund company to your investment advisor. If the fund is sold within a stipulated amount of time (“**redemption**”), you will be charged a fee, designed to discourage early withdrawals. The amount of time the fund must be held and the fee payable by you on redemption are specified in the prospectus for the fund and your investment advisor will be able to provide you with more detail.
- **Management expense ratio.** Mutual fund managers also charge a percentage fee (“**MER**”) by deducting charges from fund performance. From the MER, fund managers pay us trailing fees for ongoing services we provide to you. The exception to this is “*F-Class*” mutual funds that do not pay trailer fees. Managed accounts are required by Ventum to purchase “*F-Class*” mutual funds.
- **Short-term trading fees and switch fees.** Are charged by the fund company if you sell or switch your mutual fund within a certain period of time, as set out in the prospectus. You may be charged a short-term trading fee or switch fee of up to 2% of the amount you sell or switch. These fees are paid directly to the fund company, not to Ventum. In some cases, you may be permitted to transfer your mutual funds to another within the same fund family at no cost. Please speak with your advisor for more details.
- For commission-based advisory accounts, we may also charge other account operation fees, which can include exchange fees, account transfer fees, account inactivity fees, wire transfer fees, third-party custodian fees, costs of account closing, registered plan account administration fees, etc. These fees are listed on the Client Fee Schedule that you will receive with your account opening package and will change from time-to-time. Most clients will be unaffected by these fees as they are mainly for non-standard transactions. Your investment advisor will be able to provide you with the most recent version of the Fee Schedule upon request.

#### **Fees and charges for fee-based advisory accounts**

- Fee-based advisory account fees are calculated based on a negotiated percentage of the value of assets in your account and are charged to your account monthly. When you open a fee-based account, you will sign a fee agreement which will detail the agreed upon fee percentage and the method of calculation.
- In addition to the periodic fee, your fee agreement will also specify the maximum number of trades. If this number is exceeded, commissions will be charged for any additional trades.
- For fee-based advisory and discretionary accounts, we may also charge other account operation fees, which can include exchange fees, account transfer fees, wire transfer fees, costs of account closing, registered plan account administration fees, etc. These fees are listed on the Fee Schedule that you will receive with your account opening package and will change from time-to-time. Most clients will be unaffected by these fees as they are mainly for non-standard transactions. Your investment advisor will be able to provide you with the most recent version of the Fee Schedule upon request.

#### **Other fees and charges**

- You will pay fees for products or services you buy through us (for example, insurance-related companies can provide products that complement the investments or services we provide directly).
- You also may be subject to other costs relating to services that you use that are not our service offerings. For example, there may be charges levied by third parties for services that help you save more quickly and securely such as for pre-authorized transfers. There may be penalties related to the early withdrawal from, or encashment of, certain instruments. Also, if you own shares of small emerging companies, you may be required to pay for valuations of these holdings to satisfy Canada Revenue Agency requirements. Knowing about and planning for these costs are your responsibility.
- **Currency conversions.** If you make a trade involving a security or make a transfer, withdrawal or deposit of funds which is denominated in a currency other than the currency of the account in which the trade, transfer, withdrawal or deposit is to settle, a conversion of currency might be required. In all such transaction and at any time of conversion of funds is made, Ventum and the parties we conduct business with will earn revenue based on the applicable market bid and ask rates for the currency. If a currency conversion is required, it will take place at the rate established by Ventum. Contact your investment advisor for more information.

- **Notice of price changes.** We will provide you with at least 60 days' written notice of any new fee or changes to charges. Interest charged on accounts and commissions for executing trades are excluded from notice – interest will be reflected on your client account statements and commissions will be reflected on your trade confirmation slips.
- **Pricing reminders.** In addition to providing you with advance notice of the prices of the services you use, for non-managed accounts the charges specific to your transactions be disclosed to you prior to any transaction we conduct for you. This may take place in a discussion regarding establishing a practice for all transaction charges or in a discussion regarding an individual transaction.
- **Fees we may receive from others.** We will advise you in the event that we receive, or expect to receive, a fee or benefit from a person other than you in connection with the purchase, or sale, or your ownership of securities through us.

### How we will assess the suitability of an investment when making recommendations to you

We conduct suitability assessment on an account-by-account basis. The suitability factors that guide us in our decision as to an investment's suitability include what we understand to be your current:

1. **Financial situation.** What financial assets (*deposits, investments*) and liabilities (*debt, mortgage*) you have and the sources and amount of your income – we will consider the size of any transaction compared to the overall value of your net financial assets (*assets minus liabilities*).
2. **Investment knowledge.** Whether you consider yourself, or we understand you, to be a novice at investing, have some knowledge or feel you understand some of the new more complex financial products.
3. **Investment objectives.** What you tell us are your specific financial goals; this will help us determine how to balance the desire to keep your money safe (not lose principal), earn income, and increase your capital through growth in the market value of your holdings/account.
4. **Time horizon.** When you expect to need your financial assets, for example, to buy a house, pay for education or enter retirement – in retirement, this may also include consideration of tax requirements to withdraw minimum amounts.
5. **Risk profile.** Your ability to withstand possible losses (risk capacity) and your willingness to accept risk (*risk tolerance*).

These factors make up our knowledge of your situation and goals and are also called Know Your Client (“**KYC**”) information. Our understanding of your KYC profile is critical. Some of the above factors are relatively easily answered with a “yes” or “no” or a number, however, some are more complex, particularly your investment knowledge, investment objectives, time horizon, and risk profile.

One of your most important responsibilities is to ensure that the KYC information you provide to Ventum on your CIF is accurate and complete. We rely on the CIF document to ensure that your investments are suitable and errors or incomplete information will affect our decision making.

For specific types of accounts:

- **Managed accounts.** Managed accounts are subject to continuous suitability assessments throughout the duration of the managed relationship. Your advisor is responsible for ensuring the investment mandate you selected is suitable based upon the KYC information on your CIF and Investment Policy Statement you provide.
- **Advisory accounts.** Before we provide you with recommendations as to which investments to purchase, or if you ask us to buy or sell a security, we will first determine if we believe that investment is suitable for you according to our understanding of the KYC information you have given us when you completed the CIF. That is why keeping your CIF up-to-date and accurate is very important. We know many people are concerned about sharing some of this information, even with their investment advisors, however, without all the necessary information, we may not be able to determine whether a transaction for your account is suitable for you in the context of your overall portfolio. Even in cases where you provide us with unsolicited instructions, we may advise against proceeding with the order or refuse to execute the instructions.



Below we provide a summary of the procedures we use to help you understand how we bring all the information you provide to us into decisions as to what investments to recommend to you.

### *Suitability process*

We use a number of factors to determine if our investment recommendations are suitable for you.

1. We are required to gather information from you on your personal circumstances, investment knowledge, risk profile, and investment time horizon, etc. as described above. We will have you confirm the accuracy of that information. Note that we are required to update your KYC information no less than once every 3 years for advisory accounts and every 1 year for managed accounts.
2. Based on discussion with you and your answers on the CIF, determine whether you are a risk-averse client, somewhat risk-tolerant or can accept higher losses in the search for higher gains.
3. We will take reasonable steps to understand the securities that are offered or recommended to you.
4. We rate investments as low, medium or high risk. For example, a GIC is generally low risk whereas investing in junior mining or oil and gas equities are generally high risk.

At the time of making a recommendation we will consider: the concentration of securities in your account and the liquidity of those securities; the potential and actual impact of costs on your return on investments, and: a reasonable range of alternative actions available to you.

5. We may, or you may wish us to, consider other relevant factors, for example:
  - a) **Managed accounts.** If you want predominantly socially responsible investments or wish to avoid investment in firms whose products are alcohol, tobacco, pornography, gambling, or weapons.
  - b) **Advisory accounts.** If you are risk-averse, but have a reasonable amount of financial assets and you want to invest a small amount of your overall account in a new issue of a start-up company run by someone you know and whose business acumen you respect, we would tell you that while the specific investment may not be suitable for you, it might be acceptable if you can “afford” to lose some money, even that entire investment.

**If you place an unsolicited order that appears unsuitable and not consistent with what your profile suggests to us, we will advise against proceeding with the order, or may ask you to provide more information in order for us to proceed.**

The suitability requirement also applies to clients who trade in commodity futures and commodity futures options, however it applies in the context of the “*risk capital*” for those accounts which are designated by their holders as “*speculative*” (meaning those accounts which are not held by bona fide hedgers). Because of the inherent high risk associated with trading in commodity futures and commodity futures options, suitability for these accounts is assessed almost exclusively in terms of your stated “*risk capital available for futures trading*” which refers to the absolute dollar amount threshold a client is prepared to place at risk with trading commodity futures and commodity futures options. Your age, financial circumstances, investment experience and knowledge, and risk tolerance will, however, be factors Ventum will take into account whether your risk capital available for futures trading is a suitable amount.

### *Suitability review timing*

When (1) accepting each of your orders, or (2) recommending a security or strategy to you, we will review each order or strategy in the context of the suitability process described above.

We will also conduct a suitability determination when:

- The advisor or portfolio manager responsible for the account changes; and/or
- There are changes in the securities in your account that could result in the changes being unsuitable; and/or
- Securities positions are received or delivered into our account by way of deposit or transfer; and/or
- We become aware of change in your personal or financial circumstances which could result in your account or a security in your account, being unsuitable;
- There is a change in our advisor; and/or
- We review your information under our obligation to periodically update your KYC information.

**If, during the suitability determination, we identify any concerns, we will discuss them with you and may be required by our regulators or good business practice to document our discussions. If we are strongly concerned, we may refuse to execute a transaction or may terminate an account relationship.**

To ensure that the position(s) held in your account or accounts is/are suitable for you as time passes, we will review the suitability of the investments in your account(s) and your holdings when required due to one of the reasons described above.

Given the long-term nature of investing for most clients, we do not automatically review the suitability of the investments in your account(s) when there are market fluctuations, even large fluctuations. Your advisor is ready to discuss the effect of market fluctuations on your portfolio with you upon request. We encourage you to speak with your advisor, especially if you expect to need to convert your assets to cash in the near future (for example, for a major purchase such as a house), if you wish to retire, and in the case of other major changes to your KYC profile.

### **The ways we will avoid, manage or disclose conflicts of interest that may arise as we serve your and others' interests**

Actual, potential and perceived conflicts of interest arise where an action or decision by someone has the effect of benefiting others at that person's expense. Such conflicts exist in almost all human interactions and, as we are an intermediary, acting for both buyers and sellers, conflicts will arise from time to time:

- Between you and our firm, as well as between you and your advisor.
- Between you and our other clients: we act for many clients and must allocate investment opportunities among all of them fairly, so as not to favour intentionally one client over another
- Between us and our related or associated companies.

The types of conflicts of interest that may exist can differ between account types. To help you understand and assess material potential and actual conflicts of interest, we have prepared a more detailed explanation of typical conflicts, with examples of what we do in the case of material conflicts. A Conflicts of Interest Disclosure brochure is included in your new client package and can be obtained from your investment advisor upon request.

In general, we have policies and procedures in place to address the handling of conflicts of interest, for example:

- **We avoid** conflicts prohibited by law as well as conflicts that cannot be resolved in your best interest.

In situations that we do not or cannot avoid, where our interests may compete with yours, your interest is always given priority by our acting in one of two ways:

- **We control or manage** acceptable conflicts by physically separating different business functions, restricting the internal exchange of information in person or through systems, reducing the possibility of one part of our organization unsuitably influencing another, removing the financial incentive of an employee to favour a particular product or service over another that may be more suitable, and setting up and testing our operational review and approval processes.
- **We disclose** information about any remaining conflicts to you so that, when you evaluate our recommendations and actions, you can assess independently if conflicts are significant for you.

If you ever have any questions or concerns, whether they involve conflicts of interest or anything else, please ask your advisor for an explanation and more information.

### **The reports we will provide to help you monitor your financial assets and their performance, as well as the fees and charges you pay**

**Confirmation slips.** We provide you with written confirmation, by mail (or by other means such as email notification), sent no more than two days after the transaction, of the details of every purchase, or sale transaction or other relevant transaction details. Please look for and review your confirmation as soon as you receive it or it is available online.

**Account statements.** You will receive brokerage statements directly from us on a monthly or quarterly basis, which provide your official statement of account. You may also sign up to receive electronic account statements on our website [www.ventumfinancial.com](http://www.ventumfinancial.com). Your account statement confirms all account activity, including purchases and sales of securities or commodities, contributions and withdrawals,

dividends, interest earned and paid, transfers, and any other transactions that occurred in your account over the previous period. It will not include percentage returns.

**Note:** These statements also list your current holdings and the net value of your portfolio as of the date on the statement. The value of most securities you hold is calculated based on the last quoted bid price of the security. In the case of securities that have ceased trading, or where the company is bankrupt, the price will be listed as having nil value. Commodities futures contract valuation is based on the daily exchange closing price.

**Ventum does its utmost to avoid errors, however, misunderstandings and mistakes can happen. Ventum is responsible for properly processing your transactions and for safeguarding your assets under our control.**

**You are responsible for reading all documents provided to you by Ventum, such as confirmation slips and account statements, and are responsible for notifying us of any errors, omissions or unauthorized transactions. Failure to notify us may affect any legal claim you have and will make resolution of any problems more difficult.**

**For securities in your accounts, clients must notify Ventum within 45 days if you see any transactions that you do not recall or identify any errors.**

**Due to the high degree of volatility of commodities futures contracts clients must notify Ventum within 48 hours if you see any transactions that you do not recall or identify any errors.**

In the instance of some non-trading securities and securities of private corporations, we may value the securities at the original purchase price or require an opinion as to valuation. We will generally not change the valuation of these securities over time, unless we are provided with evidence that the valuation has changed. Ventum does its utmost to avoid errors, however, misunderstandings and mistakes can happen. Ventum is responsible for properly processing your transactions and for safeguarding your assets under our control.

**Account performance.** Your investment advisor has the ability to provide you, on request, with reports indicating account performance and percentage returns. Please note that you may earn more or less than others may have made on the same investments or that you may read in market commentary due to differences in when you buy and sell securities.

**Performance benchmarks.** Investment performance benchmarks are a standard against which the performance of an individual security or a group of securities is measured. For example, the average annual performance of a class of securities over time is a benchmark against which current performance of members of that class and the class itself is measured.

A benchmark is usually an index of securities of the same or similar class. For example, small-cap or mid-cap securities may be benchmarked against indexes of small-cap or mid-cap securities. Stocks Account Performance: Your investment advisor has the ability to provide you, on request, with reports indicating account performance and percentage returns. Please note that you may earn more or less than others may have made on the same investments or that you may read in market commentary due to differences in when you buy and sell securities.

Ventum will make performance benchmark information available to clients on request.

In addition, you will receive an Annual Report on Charges and Other Compensation and an Annual Investment Performance Report, which includes annual account percentage return information.

## Trusted contact person

We encourage you to provide us with the name and contact information of a trusted contact person and your consent to contact the trusted contact person in certain circumstances. A Trusted Contact Person is an individual identified by you whom your advisor may contact:

- If we are concerned that you are being exploited financially;
- If we are concerned about your mental capacity as it relates to your ability to make decisions involving financial matters;
- To obtain the name and contact information of your legal representative, if any; and
- To obtain your contact information if we cannot get in touch with you.



You confirm that you have the consent of the Trusted Contact Person to provide us with their name and contact information, and that individual knows you are naming them as your trusted contact. You may revoke or change your Trusted Contact Person at any time.

## Temporary hold

If we reasonably believe that you are in a vulnerable position, are being financially exploited or that you are experiencing diminished mental capacity, we may place a temporary hold on a particular transaction. A “*vulnerable position*” includes where an illness, impairment, disability or aging-process limitation places you at risk of financial exploitation. If we place a temporary hold on a transaction, we will provide you with notice, either written or verbal, explaining our reasons for the temporary hold, and at least every 30 days thereafter until the temporary hold is revoked. We may also contact your Trusted Contact person about a temporary hold.

## How we handle client complaints

We hope to enjoy a long and mutually successful relationship with you and look forward to serving you, your family and any people you may refer to us.

We believe that open communication is the best way to achieve this, however, misunderstandings can arise and mistakes can occur. If you have complaints (or compliments), please let us know. You will be provided with a copy of the *CIRO Brochure – an Investors Guide to Making a Complaint* at the time of account opening, but it is useful to provide a general description of how we handle complaints.

Complaint-handling procedures: Ventum strives to provide the best possible service levels to our clients and we will strive to deal with every complaint fully, objectively, and professionally. When a review of a client complaint reveals that our firm, or one of our representatives, is at fault, we will deal fairly and honestly with you in our efforts to reach a mutually acceptable conclusion.

In order to assist you in bringing any complaint to our attention, you may wish to first consider the nature of the complaint.

For example, if you have a complaint related to service or administrative error, we encourage you to first speak with your investment advisor to see if it can be resolved quickly and easily. If your investment advisor is unable to resolve your concerns, you should contact:

**Hector Sanchez, Vice President, Private Client Services, Eastern Canada**

Ventum Financial Corp.  
2500–181 Bay Street  
Toronto, ON M5J 2T3  
Direct: (416) 775-5155  
Fax: (647) 789-2401  
E-mail: [hector.sanchez@ventumfinancial.com](mailto:hector.sanchez@ventumfinancial.com)

**Anthony Cotroneo, Vice President, Private Client Services, Western Canada**

Ventum Financial Corp.  
2500–733 Seymour Street  
Vancouver, BC V6B 0S6  
Tel: (604) 718-7502  
Fax: (604) 604-664-2666  
E-mail: [anthony.cotroneo@ventumfinancial.com](mailto:anthony.cotroneo@ventumfinancial.com)

On the other hand, if you have concerns about potentially improper activity (such as unauthorized trading, improper or unethical sales practices, unsuitable investment recommendations, or excessive trading activity), that may or may not involve your investment advisor, you should contact our firm’s Designated Complaints Officer immediately:

**Dennis Whincup, Designated Complaints Officer**

Ventum Financial Corp.  
2500–733 Seymour Street  
Vancouver, BC V6B 0S6  
Tel: (604) 664-3622  
Fax: (604) 664-2686  
Email: [complaints@ventumfinancial.com](mailto:complaints@ventumfinancial.com)

In any case, either of the above officers of our firm will be able to make a determination as to who will be the best person in our firm to look into your concerns.

For further details, please see our [Complaint Handling Policy](#) on our website.

## Account documents which will be provided to you

When you open an account at Ventum, you will receive a copy of all of the documents required to open your account, including your *CIF*, your *Client Account Agreement*, *NI54-101 Client Communication Form*, and this *RD*. In addition, every account will be provided with a welcome package containing the following documents immediately after your account(s) are opened with us:

- CIPF Brochure
- Statement of Policies Brochure
- Client Fee Schedule
- CIRO Brochure — How CIRO Protects Investors
- CIRO Brochure – Opening an Investment Account: A Guide for Investors
- CIRO Brochure – Making a Complaint – A Guide for Investors (*part 1 of 2*)
- CIRO Brochure — How Can I get My Money Back? – A Guide for Investors (*part 2 of 2*)
- Privacy Policy Brochure
- Risk Disclosure Statement (*Exchange Contracts*)
- STRIP Bond Information Statement
- Leverage Disclosure Statement
- Conflict of Interest Disclosure Brochure

Depending on the type of account(s) you open, and your jurisdiction of residence, you may receive additional documents either immediately before or after your account is opened. These additional documents include, but are not limited to, the following:

- Margin Agreement (*margin accounts*)
- Managed Account Agreement (*managed accounts*)
- Managed Account Fee Agreement (*managed accounts*)
- Investment Policy Statement (*managed accounts*)
- Option Account Application (*option accounts*)
- Commodity Trading Agreement, Commodity Risk Limit and other forms (*commodities accounts*)
- Commodity Hedging Agreement (*commodities hedging accounts*)
- Fee-Based Account Agreement (*fee-based accounts*)
- Certified Copy of Resolution (*corporate accounts*)
- Personal Information Form (*joint accounts, corporate accounts, partnership accounts, trust accounts*)
- Joint Tenants with Right of Survivorship (*joint accounts*)
- Registered Account Application and other forms (*RRSP, RIF, LIF, RESP, and TFSA accounts*)
- Non-Solicitation Form (*permitted US accounts*)
- Shared Premises Disclosure (*all accounts operated from an office in which a Ventum subsidiary conducts insurance business*)
- Dual Licensing Disclosure (*all accounts held by an investment advisor who is licensed to conduct insurance business*)
- Foreign Account Representation and Acknowledgement Form (*for non-North American accounts*)

When you receive these documents from us, it is important for you to review them carefully to ensure you understand their contents. If you have any questions about any of the information contained in these additional documents, you should consult with your investment advisor. You should also carefully review your client account agreement as it contains the contractual terms which apply to your account(s).

By signing below, you indicate that you have reviewed this *RD*, and that you understand and agree with its contents. Before you sign your *CIF* and *RD*, please direct any questions about the contents of this *RD* to your investment advisor. Please also consult with your investment advisor if you have any questions about the contents of this *RD* after your account is opened.