

## **Account Agreement and Other Disclosures**

Edward Jones Account Agreement

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# Edward Jones Account Agreement

## Terms and Conditions

This Agreement is incorporated into and is part of the Account Authorization Form (collectively “the Agreement”) signed by one or more persons or entities (collectively “the Client,” “me,” “my,” “I,” “we” or “our”) and constitutes a binding contract between Edward Jones, an Ontario limited partnership (“Edward Jones”), and me. I represent that I have read and understand the Agreement and agree to be bound by its terms as well as the separate disclosures and notices referenced in and/or provided with this Agreement.

## I. Client Representations and Agreements

- a. *Client Representation and Warranties.* I am a natural person of legal age with the ability to enter into this Agreement or the representative of an entity with the authority to enter into this Agreement. The information I have provided to Edward Jones in connection with my account(s) is current, accurate, truthful and complete. Unless I have notified Edward Jones to the contrary, I am not an employee of any member firm of the Investment Industry Regulatory Organization of Canada (“IIROC”) or any registered broker or dealer. If I become so employed, I agree to notify Edward Jones of that employment promptly after becoming so employed. Unless I have notified Edward Jones to the contrary, I am not an insider or significant shareholder of a publicly traded company. If I become an insider or significant shareholder of a publicly traded company, I agree to notify Edward Jones promptly after attaining that status.
- b. *Identity Verification.* I understand that federal law requires all securities dealers to obtain, verify, and record information that identifies each person who opens an account. In connection with opening my account, I have supplied Edward Jones with truthful information to allow Edward Jones to identify me and will supply additional information reasonably requested by Edward Jones. I (in my individual or representative capacity) authorize Edward Jones to obtain consumer credit reports and other information, as necessary, to determine whether to establish my account or, after the account is opened, whether to maintain that account or decline, restrict or discontinue certain services.
- c. *Beneficial Owner and Authority to Act.* No persons other than those I have identified to Edward Jones in connection with the opening of this account have an interest in the Account. No persons other than those signing this Agreement are authorized to act on behalf of this account unless a separate trading authorization, power of attorney or other instrument granting legal authority has been provided to and accepted by Edward Jones. I will not assign or otherwise encumber assets held in my account as security for any obligation, other than as provided in this Agreement.
- d. *Restricted Securities.* It is my obligation to ensure that any transaction I effect complies with all applicable laws and regulations. I agree to notify Edward Jones if my account contains restricted or encumbered securities and understand that transactions involving restricted securities may take longer to process than transactions involving freely tradable and/or unrestricted securities. I agree that Edward Jones will have no responsibility for any losses I may incur due to such processing delays.

## II. Type of Account

- a. *Joint Accounts.* If this is a joint account, Edward Jones is authorized to follow the instructions of any owner of this account. Each owner has authority to instruct Edward Jones, without notice to the other account owner(s) to: (i) buy and sell securities (including short sales) and otherwise deal in securities or other financial instruments; (ii) incur a debt in the account (if approval for loan transactions has been approved); (iii) receive on behalf of the account confirmations, statements and communications of every kind; (iv) receive and to dispose of money, securities and other property on behalf of the account, including withdrawing all or any part of the account funds; (v) make, terminate or modify agreements relating to these matters or waive any of the provisions relating to these matters or such agreements; and (vi) generally deal with Edward Jones as if each owner alone were the account owner. Each account owner agrees to be jointly and severally (in Québec, solidarily) liable for obligations of the account. Edward Jones shall be under no obligation to inquire into the purpose of any account owner's direction or demand for delivery of securities or payment of monies. To the extent our province(s) of domicile require(s) additional documentation for the account ownership designation we have selected, we acknowledge the responsibility for obtaining adequate documentation rests with us. We have not relied upon any advice from Edward Jones or its agents in selecting the account designation and hereby hold Edward Jones and its agents harmless from any liability relating to or resulting from our selection of the form of joint ownership or provision of documentation required for such designation and/or Edward Jones' distribution of assets in accordance with that designation.
  1. *Direction from Joint Account Owners.* Edward Jones in its sole discretion may require direction, written or otherwise, from all joint owners before taking any action requested by an owner.
  2. *Dispute among Joint Account Owners.* If there is a dispute between or conflicting instructions from joint account owners, Edward Jones may (but is not required to) place restrictions on the account until it receives satisfactory documentation that the dispute has been resolved or until it receives joint instructions from the owners of this account. Any notice Edward Jones sends to one joint account holder shall be deemed notice to all joint account holders.
- b. *Fiduciary Account.* If I am or a third party is a fiduciary to this account, I understand that the fiduciary is the person or entity authorized to make decisions with respect to this account. Fiduciaries may include, but are not limited to, a trustee, a guardian, a committee, an executor, an administrator, or any other person to whom I have granted authority over this account. I understand that Edward Jones has no obligation to review the actions or inactions of or by a fiduciary in connection with my account and is not responsible for determining whether a fiduciary's action or inaction meets the standard of care applicable to the fiduciary's handling of the account. I further understand and agree that Edward Jones is not a fiduciary in connection with my account and does not accept any delegation of fiduciary authority in connection with my account. I agree to hold Edward Jones, its partners, directors, officers, employees, agents and affiliates harmless from any liability, claim or expense for the actions or inactions of any fiduciary to my account.

### III. Terms of Account Maintenance

- a. *Payment for Transactions.* I agree to pay for all transactions and any applicable taxes no later than the settlement date. Edward Jones may require me to prepay for any order. Edward Jones shall have a general lien on all assets I may have in any Edward Jones accounts, either singly or in which I have a beneficial interest, and may without notice to me or any co-owners liquidate or transfer any such assets in order to satisfy any indebtedness I may have to Edward Jones or to relieve Edward Jones of any risk of a deficit existing in any of my accounts. I shall be liable for any remaining deficiency in any of my accounts. Edward Jones may conduct all transactions for me in accordance with reasonable commercial practices.
- b. *Instructions on Account Transactions.* I acknowledge that Edward Jones does not generally accept trade instructions sent via electronic mail, text message or any other electronic medium, or provided as a recording such as voice mail, and agree not to give instructions in this manner. I agree that Edward Jones may at any time, in its sole and absolute discretion, restrict trading, disbursements, deposits or transfers, or refuse to take an action in my account.
- c. *Form of Account Ownership.* Edward Jones is instructed to maintain the account in the form of ownership and survivorship I have indicated on the Account Authorization Form. Such action may result in a different distribution of the assets in the account upon the death of the owners than would be prescribed by the law of intestacy. My signature on the Account Authorization Form acknowledges my understanding of and intention to make such a designation. This selection is legally binding upon the survivorship rights of the owners of this account.
- d. *Death of an Account Owner.* In the event of the death of any account owner, the Successors, as defined below, to the account owner shall immediately give Edward Jones written notice of the death of any of the owners. The estate of any or each deceased account owner, as well as each surviving account owner, shall be liable, jointly and severally (in Québec, solidarily), to Edward Jones for any debt or loss in this account resulting from the completion of transactions initiated prior to Edward Jones' receipt of such a written notice of death, incurred in the liquidation of the account, or taxes or other expenses becoming a lien or charge against the account as the result of the death of any owner (or through the exercise by his or her estate or other representatives of any rights in the account). This provision shall not release the decedent's estate from any liability provided for in this Agreement. Edward Jones may, before or after receiving written notice of the death of an account owner, initiate proceedings, require documents, retain assets and/or restrict transactions in the account as it may deem advisable to protect Edward Jones against any tax, liability, penalty or loss under any present or future laws, regulations or business practices.
- e. *Account Statements and Confirmations.* I will receive an account statement from Edward Jones after the end of each month when there has been any activity in my account (other than interest or dividend entries) during the month. I will receive an account statement after the end of each quarter, whether or not there has been any activity in my account, if I have held any cash or investments in my account during the quarter. My monthly or quarterly statement will show the adjusted cost base of securities held in my account. If the securities were purchased elsewhere and transferred into my account, the cost base shown will be based on the information, if any, provided when the securities were received by Edward Jones, and Edward Jones does not guarantee the accuracy of such information. I will consult my advisor if I wish to obtain performance reporting information regarding the investments held in my account. I will also receive a trade confirmation each time I purchase or sell a security, other than transactions resulting from systematic plans such as dividend reinvestment or pre-authorized purchases or sales of securities on a systematic basis. If I enroll in Edward Jones' electronic account access, I may view my account statements, trade confirmations and tax documents on Edward Jones' website at [www.edwardjones.ca](http://www.edwardjones.ca). If I enroll in electronic account access, I may also elect to receive monthly statements, trade confirmations and tax reporting documents through electronic delivery. Edward Jones reserves the right to withhold posting credit to my account or paying me dividends, interest or other payments until such time as payment has been received by Edward Jones.
- f. *Assets Held Elsewhere.* Edward Jones may also, as I may request, permit information or financial instruments not held in custody by Edward Jones to be reflected on certain reports of or related to my account. I acknowledge the information provided by Edward Jones for such securities or financial instruments is based solely upon information provided by me or third parties, and Edward Jones is not responsible for its completeness or accuracy. The reflection of such securities or financial instruments on such reports in no way represents an affirmation by Edward Jones that I in fact own such securities or financial instruments.
- g. *Ratification.* I agree that I shall have ratified and be bound by information contained on confirmations and statements unless I object to such information in writing to Edward Jones at 90 Burnhamthorpe Rd. West, Suite 902, Mississauga, Ontario, L5B 3C3, within ten (10) days of a confirmation or forty-five (45) days of a statement. All dates are to be measured from mailing or other transmission to me at my address of record, including any electronic address designated by me as acceptable for delivery of such information for the account. Communications sent to my address of record, or sent to the electronic address I have designated for receipt of such communication, shall be deemed to have been personally delivered to me, and Edward Jones shall have no responsibility for my failure to receive such communication.
- h. *Uninvested Funds.* Any monies held by Edward Jones in my account to my credit are payable on demand, need not be segregated, and may be used by Edward Jones in the ordinary conduct of its business. I acknowledge that the relationship of Edward Jones and me with respect to such monies is one of debtor and creditor only.
- i. *Short Sales.* I agree that I must inform Edward Jones if I place any sell orders for securities that I do not own at the time of the order (a "Short Sale"). I agree that Edward Jones may close out any Short Sale at any time, for any reason.
- j. *Use of Electronic Systems and Third-party Data.* Use of any electronic systems to access my account information is at my sole risk. Neither Edward Jones nor its vendors providing data, information or other services including, but not limited to, any exchange (collectively, "Service Providers") warrant that the service will be uninterrupted, error-free or free from viruses or other harmful effects. Edward Jones does not make any warranty as to the accuracy of information obtained from any of these systems. Edward Jones will not be liable in any way to me or to any other person for any loss or damage arising from failure, inaccuracy, error or delay in transmission or delivery or omission of any data, information or message; or nonperformance, interruption in data due to neglect or omission by it or any Service Provider or any "Force Majeure" event, as defined below. Edward Jones will from time to time provide me with

market data as well as periodic valuations of securities held in my account. Such data is obtained from third-party service providers Edward Jones has selected. I understand and agree that Edward Jones has no liability to me for errors, delay, omissions in or interruption of such data.

k. *Additional Services.* While Edward Jones may from time to time provide generalized tax or legal information, I understand and agree that such information does not constitute tax or legal advice, and I must rely on my own independent tax adviser or attorney for such advice. Certain additional services are authorized by this Agreement and may be activated upon request, including, but not limited to, bank-related services (mortgage referral, credit card, cash management account), electronic delivery of statements, trade confirmations and tax documents, insurance services, and certain systematic transactions ("Additional Services"). The availability of these Additional Services is subject to Edward Jones' approval and may vary by account type or investment. Additional Services may be subject to separate terms and conditions and the applicable Schedule of Fees in effect from time to time, which are available on Edward Jones' website at [www.edwardjones.ca/disclosures](http://www.edwardjones.ca/disclosures).

l. *Compensation to Edward Jones.* In addition to its other forms of compensation, Edward Jones may also charge me account fees and/or service fees. Those fees are disclosed in Edward Jones' Schedule of Fees. Edward Jones may also receive additional compensation as is reflected in prospectuses, product agreements or through arrangements with third parties. Edward Jones' Schedule of Fees and information concerning additional compensation Edward Jones may receive in connection with my account(s) can be found on Edward Jones' website at [www.edwardjones.ca/disclosures](http://www.edwardjones.ca/disclosures). I acknowledge that I have access to and have had the opportunity to review such disclosures. I agree to pay all fees when due. If I do not pay a fee when due, I authorize Edward Jones (without otherwise limiting Edward Jones' rights) to deduct the fee amount from any cash balance in my account or by liquidating any securities held in my account in an amount sufficient to satisfy the amount of the fee due and owing.

m. *Foreign Exchange Conversions.* When any transaction occurs in a multi-currency account, a currency conversion may be required. This may include purchases and sales of securities, receipt of dividends or interest, cash transfers requested by me, payment of fees, and similar events. In such cases, Edward Jones will earn transaction revenue on the conversion of the currency.

n. *Conditions Beyond Edward Jones' Control ("Force Majeure").*

I agree not to hold Edward Jones liable for any loss to me caused directly or indirectly by war, terrorism, civil unrest, natural disaster, extraordinary weather conditions, government restrictions, interruptions of communications, exchange or market rulings, labour unrest or strikes, or other conditions beyond the control of Edward Jones.

o. *Grouping my Account for Planning Purposes.* I may direct Edward Jones to group my account with accounts owned by me or others for planning purposes, and in so doing hereby consent to information about me and my account being shared with and accessible by each owner and authorized party of the grouped accounts. If I have previously grouped accounts for planning purposes, my account shall be added unless I direct Edward Jones otherwise.

#### IV. Customer Loans (Margin Accounts)

- a. *Margin Loans.* If I apply for a margin facility, Edward Jones may, in its sole discretion, grant the facility upon condition that Edward Jones may, without notice, at any time: (a) reduce or cancel any margin facility made available to me or refuse to grant any additional margin facility to me; and/or (b) require me to provide margin in addition to the margin required by applicable rules and regulations. I will provide Edward Jones with any margin that is requested by Edward Jones and will promptly pay any indebtedness due as a result of any reduction or cancellation of any margin facility. I acknowledge that Edward Jones may operate its margin business on a trade date basis.
- b. *Pledge and Use of Collateral.* As continuing collateral security for the payment of any indebtedness, which is now or which may in the future be owing by me to Edward Jones, I hereby pledge to Edward Jones all of my securities and cash, including any free credit balances, which may now or in the future be in any of my accounts with Edward Jones (collectively, the "Collateral"), whether held in my account or in any other account in which I have an interest and whether or not any amount owing is related to the Collateral pledged. If any indebtedness remains unpaid, I authorize Edward Jones, without notice, to use at any time the Collateral in the conduct of Edward Jones' business, including the right to: (a) combine any of the Collateral with property of Edward Jones or other clients or both; (b) pledge any of the Collateral which is held in Edward Jones' possession as security for its own indebtedness; (c) lend any of the Collateral to Edward Jones for its own purposes; and/or (d) use any of the Collateral for making delivery against a sale, whether a short sale or otherwise and whether such sale is for my account or for the account of any other client of Edward Jones.
- c. *Elimination or Reduction of Indebtedness.* If: (a) I fail to pay any indebtedness when due, (b) Edward Jones deems the margin held by it to be insufficient for its protection, and/or (c) on or before any settlement date I fail to comply with any other requirement contained in this Agreement, then, in addition to any other right or remedy to which Edward Jones is entitled, Edward Jones may at any time and from time without notice or demand to me: (A) apply monies held to the credit of me in any other account with Edward Jones to eliminate or reduce indebtedness; (B) sell, contract to sell or otherwise dispose of any or all of the Securities held by Edward Jones for me and apply the net proceeds therefrom to eliminate or reduce indebtedness; (C) purchase or borrow any Securities necessary to cover short sales or any other sale made on my behalf in respect of which delivery of certificates in an acceptable delivery form has not been made; and/or (D) cancel any outstanding orders. Such rights may be exercised separately, successively or concurrently. Edward Jones shall not be required by this Agreement to exercise any such rights nor shall it be required to exercise any right prior to exercising any other right. The failure to exercise any or all of such rights or the granting of any indulgence shall not in any way limit, restrict or prevent Edward Jones from exercising such rights at any subsequent time and shall not limit, reduce or discharge any indebtedness or part thereof. Any such sales or purchases for my account may be made upon any exchange or market or at a public or private sale upon such terms and in such manner as Edward Jones deems advisable. If demand is made or notice given to me by Edward Jones, it shall not constitute a waiver of any of Edward Jones' rights to act hereunder without demand or notice. Any and all expenses (including any legal expenses) reasonably incurred by Edward Jones in connection with exercising any right pursuant to this section may be charged to my account. I shall remain liable to Edward Jones



for any deficiency remaining following the exercise by Edward Jones of any or all of the foregoing rights and agree that the rights which Edward Jones is entitled to exercise pursuant to this section are reasonable and necessary for its protection due to the nature of securities markets including, in particular, their volatility.

- d. *Acknowledgement.* I acknowledge and understand that borrowing against securities involves greater risks than using cash resources only, and is not appropriate for everyone. My responsibility to repay the loan and interest continues, even if the value of the securities purchased declines. If the value of my securities declines, I may be required to deposit cash or additional securities or the securities in my account may be sold to meet the margin. I understand that by electing to open a margin account, I am not obligated to purchase securities on margin.

## V. Other Important Contract Terms

- a. *Amendments and Modifications to Agreement.* I acknowledge this Agreement, as amended from time to time, constitutes the full and entire understanding between the parties. I agree that Edward Jones may amend terms and conditions or services related to this account at any time, including fees and charges for this account. Edward Jones will notify me of such changes by mail, email, by posting such changes online or by any other means permitted by law, including a notification on my statement directing me to the Edward Jones website to review details of a change. Any use of this account after the effective date of any amendment will constitute my acceptance of such amendment.
- b. *Binding Effect, Death, Incompetence, Disability, Succession.* This Agreement supersedes any prior agreement of the parties, and its terms shall be binding upon my heirs, beneficiaries, personal representatives, agents, estate, executors, successors, administrators, assigns and trustees ("Successors") as to all matters involving my account with Edward Jones. I agree that in the event of my death, incompetency or disability, I and/or my Successors hold Edward Jones harmless from any and all liability it may incur for continuing to operate as though I were alive and competent until Edward Jones is notified in writing by Successors of such death or incompetency. Notwithstanding the foregoing, in the event of my death, incompetency or disability, Edward Jones may liquidate, restrict or terminate services to my account without prior notice to or demand upon my Successors.
- c. *Assignability.* This Agreement is freely assignable by Edward Jones and shall inure to the benefit of Edward Jones' assigns and successors by merger, consolidation or otherwise. Edward Jones may transfer my accounts to any such successors and assigns. Any transfer or assignment by Edward Jones shall terminate any and all liability or responsibility Edward Jones may have under this Agreement.
- d. *Termination of Account.* Edward Jones has the right to terminate any account (including multiple owner accounts) for any reason at any time. Edward Jones may liquidate all holdings within said account(s) and mail me a cheque for any proceeds, less any fees or other obligations owed to Edward Jones.
- e. *Notices and Disclosures.* Any notices may be (a) mailed first class or sent by commercial express courier service to me at the last address set forth in Edward Jones' records, and to Edward Jones at 90 Burnhamthorpe Rd. West, Suite 902,

Mississauga, Ontario, L5B 3C3; (b) sent to me at the last email address set forth in Edward Jones' records, if I have elected to receive statements and/or other matters via email; (c) personally delivered to me; or (d) posted on Edward Jones' public website if allowed by applicable law. Any such notice mailed (i) to me shall be effective when mailed, and (ii) to Edward Jones shall be effective when actually received. Notice sent by email is effective when sent; notice by personal delivery is effective when delivered; and notice by posting to Edward Jones' website is effective on the date posted. Edward Jones may, in its sole discretion and to the extent permitted by applicable law, provide or accept notice in any other form, such as orally or by telephonic or electronic media. There are important disclosures and policies of Edward Jones that apply to my account. These disclosures and policies are subject to change without notice to me at any time and can be obtained from my Edward Jones advisor or at [www.edwardjones.ca/disclosures](http://www.edwardjones.ca/disclosures).

- f. *Telephone Communications.* Federal regulations administered by the Canadian Radio-television and Telecommunications Commission ("the CRTC rules") govern when businesses can call clients. For the purposes of the CRTC rules I authorize Edward Jones and my advisor to contact me by telephone outside of the hours of 9:00 a.m. to 9:30 p.m. on weekdays and 10:00 a.m. to 6:00 p.m. on weekends with information about important developments or changes in the markets, particular securities, investment funds or other investment products relevant to my account. I understand that this authorization does not change, add to or alter the scope of investment services Edward Jones will provide me under this Agreement. I understand that I can withdraw this authorization at any time by giving notice as set out in this Agreement.
- g. *Indemnification.* I agree to indemnify and hold Edward Jones harmless from any causes of action, claims, expenses or liabilities that might be asserted by me or any third party against Edward Jones by reason of my actions or omissions related to this Agreement.
- h. *No Waiver.* Edward Jones' failure to insist at any time upon strict compliance with this Agreement or with any of its terms or any continued course of such conduct on Edward Jones' part shall not constitute or be considered a waiver by Edward Jones of any of its rights hereunder.
- i. *Governing Law.* I agree that this Agreement and all amendments to this Agreement, their validity, effect, construction, administration and application, and the parties' respective rights and duties, shall be governed by the laws of the province or territory where the Edward Jones branch office that services my account is located, and the federal laws of Canada applicable therein.
- j. *Severability.* If any provision of this Agreement is or becomes invalid or unenforceable for any reason, this shall not affect the validity or enforceability of any other provision of this Agreement.
- k. *Language.* It is the express wish of the parties that this Agreement and all documents, notices and other communications relating to the operation of the Account be in English. Il est de la volonté expresse des parties que ce contrat et tous les documents, avis et autres communications qui concernent l'opération du Compte soient rédigés en langue anglaise.

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## Schedule of Fees

### REGISTERED ACCOUNTS

#### Annual Administration Fees <sup>1 2 3</sup>

Annual administration fees are capped at \$150 per client (based on social insurance number, based on a calendar year).

RSP/RIF/Locked-in accounts (holding Equities, Units, ETFs, GICs or Debt Instruments)	\$125
RSP/RIF/Locked-In Accounts (holding Mutual Funds only and/or Cash Balances)	\$50
Tax-Free Savings Account	\$50
Any second or subsequent registered account in the same name	\$50

#### Deregistration Fees <sup>3</sup>

Full plan deregistration	\$100
Partial deregistration	\$25
TFSA withdrawal	NO CHARGE
<b>Swap of assets (per security)</b>	\$25

### OTHER FEES

<b>Certificate registration charge (per certificate)</b>	\$75
<b>Full external transfer of account</b>	\$135
<b>Partial external transfer</b>	\$50

#### Cash Management Fees

Wire transfer	\$25
Electronic funds transfer (48-72 hour processing)	NO CHARGE
Couriered cheque (minimum charge)	\$10
Returned cheque	\$25
Stop payment request	\$25

<sup>1</sup> Annual administration fees are calculated based on the holdings in the account on the last day of each month prior to the charge. If changes in the securities holdings within the account are made after the fee has been calculated, the fee will not be reduced. Your Edward Jones advisor can explain the details of how and when your accounts are billed.

<sup>2</sup> For example, if you have a RSP/RIF/Locked-in account (holding Equities, Units, ETFs, GICs or Debt Instruments) and any other registered account(s) in the same name, you will be charged an administration fee of either \$125 or \$100 for that account, plus either \$25 or \$50 for each other registered account in the same name, depending on which of your registered accounts is charged first, until you reach the cap of \$150.

<sup>3</sup> Fees and applicable taxes (GST, HST, QST) are charged in Canadian dollars.

If you do not have a RSP/RIF/Locked-in account (holding Equities, Units, ETFs, GICs or Debt Instruments) and hold only other types of registered accounts, you will be charged \$50 for each registered account in your name until you reach the cap of \$150 per client.

Taxes, where applicable, will be added to all fees. You will be notified in advance of any service fee change where applicable. Our GST/HST No. is 137188488RT0001.

Unless stated otherwise, in single currency accounts, fees are charged in the currency of the account. In multi-currency accounts, fees are charged in Canadian dollars. **All fees are subject to change without notice. The current version of the Schedule of Fees can be found at [www.edwardjones.ca/disclosures](http://www.edwardjones.ca/disclosures)**

Some of these fees may not apply to Guided Portfolios accounts.



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## Privacy Notice

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### A Unique Understanding of Your Financial Needs

At Edward Jones, we believe our ability to offer sound investment recommendations and advice depends on our ability to know and understand the needs of each investor. Your Edward Jones advisor plays a key role in developing that understanding. However, as a firm, Edward Jones also uses technology to manage, maintain, and report timely and accurate information about your investments.

We understand that confidentiality is the key to any strong financial relationship. We are very serious about our responsibility to protect your privacy by keeping information secure and confidential. We are providing this notice in accordance with the Personal Information Protection and Electronic Documents Act, which requires that we make all clients aware of our processes for collecting, using, disclosing, transferring, and protecting information.

### For Your Protection

It is important that you know one thing upfront: Edward Jones does not sell information about our clients to anyone. In addition, we take steps to protect the personal information we do collect and maintain. Among our branch and home-office associates, access to personal information is granted to individuals only to provide investments and services to clients, or to serve another legitimate business need. We have implemented physical, electronic, and organizational measures to help protect your personal information from unauthorized access, unlawful processing, and accidental loss, destruction, or alteration. The next two sections of this notice detail our processes for collecting and using information, as well as the steps taken to limit the ways in which that information is shared or communicated.

### Information Collection and Use

To better understand your financial needs and make you aware of new investments and services that could help you reach your goals, we collect personal information from a variety of sources. The kinds of personal information we collect, and some of the reasons we collect this information, include:

1. Information we receive from you via applications, surveys, or other forms. This information could include, but is not limited to: (a) data about who you are and how to contact you, such as your name and address; (b) unique identifiers such as your social insurance number, which we use to fulfill regulatory and other governmental obligations, and to distinguish you from other clients with similar names; and (c) data to help us serve you better, such as your income, employment, age, net worth, investment objectives, and banking information (which we need

to know in order to complete transactions with you and/or on your behalf, and to transfer funds as you may request).

2. Information about your transactions and account experience with Edward Jones or our affiliates. This information may include your account balance, account activity, and usage of various services. We collect this information in order to provide the services you have requested, and to help us determine how we or other nonaffiliated companies may be of additional service to you.
3. Information about your transactions and account experience with nonaffiliated third parties, such as providers of mutual funds, annuities, insurance, and other investments and services offered through Edward Jones. This information also helps us determine how we, our affiliates, or other nonaffiliated companies may be of additional service to you.
4. Information we collect from other nonaffiliated third parties, such as marketing research firms. This information frequently includes demographic information, as well as preferences and opinions regarding various financial topics. Edward Jones uses this information to ensure that we are offering the services that investors desire.
5. Information we receive from a consumer reporting agency or other source, which may include account information and/or information about your creditworthiness. We use this information to help us determine the terms of credit (such as with respect to margin accounts) that would be appropriate to offer you, and for other regulatory purposes.

### Guidelines for Information Disclosure

We do not disclose personal information about our clients or former clients to anyone, except as required or permitted by law. We are occasionally asked or required to provide information to credit reference agencies; to governmental and/or government regulatory authorities, law enforcement, ombudsmen and/or self-regulatory organizations; or to third parties in response to court orders. For example, securities regulators and self-regulatory organizations require access to personal information of our clients for regulatory purposes. These regulatory authorities may collect, use, or disclose such information for purposes which may include the following: (a) surveillance of trading-related activity; (b) sales, financial compliance, trade desk review, and other regulatory audits; (c) investigation of potential regulatory and statutory violations; (d) regulatory databases; (e) enforcement or disciplinary proceedings; or (f) reporting to and sharing information with other securities regulators and self-regulatory

organizations, regulated marketplaces, or law enforcement agencies, in any jurisdiction. We may also use this information to establish or exercise our legal rights or to defend against legal claims.

We share customer information with other companies, including our affiliates, that assist us with a variety of business activities, including: account administration, customer service, transaction processing, processing and delivery of account statements, research and analysis, and delivery of investments and services. For example, we may disclose certain information to a mutual fund company, insurance company, or transfer agent in order to complete a transaction you initiated. We may make these disclosures in any country, as required or permitted by law.

### **Transfer outside Canada**

Some Edward Jones account administration functions, for example, processing and settlement of certain trades, reconciliation of accounts, regulatory financial reporting, and providing for business continuity, may be performed at the facilities of its affiliate or service providers in the United States. As a result, in order to provide the products and services you request and to fulfill our obligations to you, your personal information may be transferred to and processed and stored in the United States. To the extent that your personal information is processed in the United States, agencies of federal, state, or local governments, including courts, law enforcement, or regulatory agencies, may be able to obtain disclosure of such information pursuant to applicable laws of the United States.

Edward Jones maintains a process for the vetting of service providers and engages service providers that have appropriate experience and competencies. Service providers that process personal information must agree by contract to use the information for permitted purposes only, to protect it, and not to disclose it unless

required by law to do so. Edward Jones monitors the performance of such service providers. For more information, contact, Edward Jones, Attention: Privacy Officer, Suite 902, 90 Burnhamthorpe Road West, Mississauga, ON L5B 3C3.

We may also transfer your personal information internationally when necessary: to conclude a contract between Edward Jones and a third party on your behalf or in your interest; in connection with the disclosures described above; to obtain legal advice or to establish, exercise, or defend our legal rights, as required by law and regulation; or for reasons of substantial public interest. By opening and maintaining an account with us, you consent to the collection, use and disclosure of your personal information as explained above.

### **An Ongoing Commitment**

This privacy statement is always available on our website, [www.edwardjones.com/canadadisclosures](http://www.edwardjones.com/canadadisclosures). Former clients can rest assured that although we may retain their personal information as required to fulfill our legitimate business purposes, we will continue to safeguard it as described in this privacy statement. We hope this information is useful to you. Confidentiality is the key to a strong relationship between you and your Edward Jones advisor, and we are committed to protecting your privacy. If you need clarification regarding this policy, please contact your Edward Jones advisor, or call our customer service team at 877-370-2627. If you would prefer not to receive information about products and services offered by Edward Jones, its affiliates, or our marketing partners, please write to:

Edward Jones  
Attention: Privacy Officer  
Suite 902  
90 Burnhamthorpe Rd. West  
Mississauga, ON L5B 3C3

## Securityholder Information – Explanation to Clients Communications with Beneficial Owners of Securities – Form 54-101F1

The securities held in your account with us are not registered in your name but in our name or the name of another person or company holding your securities on our behalf. The issuers of the securities in your account may not know the identity of the beneficial owner of these securities. We are required under securities law to obtain your instructions concerning various matters relating to your holding of securities in your account.

### Disclosure of Beneficial Ownership Information

Securities law permits reporting issuers and other persons and companies to send materials related to the affairs of the reporting issuer directly to beneficial owners of the reporting issuer's securities if the beneficial owner does not object to having information about it disclosed to the reporting issuer or other persons and companies. Part 1 of the client response form allows you to tell us if you **OBJECT** to the disclosure by us to the reporting issuer or other persons or companies of your beneficial ownership information, consisting of your name, address, electronic mail address, securities holdings and preferred language of communication. Securities legislation restricts the use of your beneficial ownership information to matters relating to the affairs of the reporting issuer.

If you **DO NOT OBJECT** to the disclosure of your beneficial ownership information, please check the corresponding box in Part 1 of the form. In those circumstances, you will not be charged with any costs associated with sending securityholder materials to you.

If you **OBJECT** to the disclosure of your beneficial ownership information by us, please check the corresponding box in Part 1 of the form. If you do this, all materials to be delivered to you as a beneficial owner of securities will be delivered by us. Edward Jones is permitted to charge the reasonable costs incurred in making those deliveries.

### Receiving Securityholder Materials

For securities that you hold through your account, you have the right to receive proxy-related materials sent by reporting issuers to registered holders of their securities in connection with meetings of such securityholders. Among other things, this permits you to receive the necessary information to allow you to have your securities voted in accordance with your instructions at a securityholder meeting. In addition, reporting issuers may choose to send other securityholder materials to beneficial owners, although they are not obliged to do so. Securities law permits you to decline to receive securityholder materials. The three types of materials that you may decline to receive are:

- (a) Proxy-related materials, including annual reports and financial statements that are sent in connection with a securityholder meeting;
- (b) Annual reports and financial statements that are not part of proxy-related materials; and
- (c) Materials that a reporting issuer or other person or company sends to securityholders that are not required by corporate or securities law to be sent to registered holders.

Part 2 of the client response form allows you to receive all materials sent to beneficial owners of securities or to decline to receive the three types of materials referred to above.

If you want to receive ALL materials that are sent to beneficial owners of securities, please check the corresponding box on Part 2 of the client response form. If you want to **DECLINE** to receive the three types of materials referred to above, please check the corresponding box in Part 2 of the form.

*(Note: Even if you decline to receive the three types of materials referred to above, a reporting issuer or other person or company is entitled to deliver these materials to you, provided that the reporting issuer or other person or company pays all costs associated with the sending of these materials. These materials would be delivered to you through your intermediary if you have objected to the disclosure of your beneficial ownership information to reporting issuers.)*

### Preferred Language of Communication

Part 3 of the client response form allows you to tell us your preferred language of communication (English or French). You will receive materials in your preferred language of communication if the materials are available in that language.

### Electronic Delivery of Documents

Securities law permits us to deliver some documents by electronic means if the consent of the recipient to the means of delivery has been obtained. Please provide your electronic mail address if you have one.

**CONTACT** If you have any questions or want to change your instructions in the future, please contact your Edward Jones advisor or our Client Relations Department at 877-370-2627.

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# Systematic Transactions Terms and Conditions

## Reinvestment Program

If I have authorized and instructed Edward Jones to begin and to continue until further notice from me the reinvestment of distributions (dividends and/or interest payments) on certain securities that are presently held on my behalf at Edward Jones (the “owned securities”) into an equity security designated by me (the “reinvestment security”) to be purchased as outlined below, I accept the terms of the reinvestment program that are set forth below:

1. Only those securities on Edward Jones’ list of approved reinvestment securities are eligible for participation in this service.
2. Distributions received on the owned security will be reinvested into shares of the reinvestment security.
3. Edward Jones, acting as my agent, will purchase shares of the reinvestment security in the open market and the price I pay will be the weighted average price, which will include the applicable foreign exchange rate paid by Edward Jones in any such market transaction or transactions.
4. Subsequent to my initial authorization, I may orally authorize Edward Jones, by communication with my Edward Jones advisor or other authorized representative of Edward Jones, to designate additional equity securities for reinvestment or to discontinue reinvestment on any equity security.
5. Reinvestment purchases will be made in advance of the distribution payment date of an owned security so that the settlement of the purchase will coincide with the distribution date of the owned security. The reinvestment security will be credited to my account on the distribution payment date. In the event the distribution payment amount on the owned security is not known in advance of the distribution payment date, the purchase and reinvestment will be made as soon thereafter as the amount of the distribution payment can be calculated with certainty, including currency conversion and withholdings, when necessary. When any purchase involves a foreign exchange transaction, the exchange rate applied will be the exchange rate received at the time the transaction is completed.
6. A transaction fee of 2% of the distribution amount will be charged and deducted by Edward Jones from the distribution funds used to acquire the reinvestment security. (For example, if a distribution is \$30.00, the fee will be \$0.60 ( $\$30.00 \times 2\% = \$0.60$ ) and will be deducted from the \$30.00 distribution. The remaining \$29.40 will be used to acquire shares of the reinvestment security.) Edward Jones reserves the right to modify such fee from time to time and will notify clients at least 30 days in advance of any such modification.
7. I will receive no immediate confirmation of the above reinvestment transactions, and information concerning such transactions will appear on the client statement I will receive from Edward Jones. Such information will include the date of the reinvestment transaction, the amount and cost of the reinvestment security purchased on my behalf, the fee charged and the amount of the reinvestment security currently held in my account. The time and other details of any reinvestment transactions will be provided to me by Edward Jones if such information is requested in writing.
8. Whole and fractional shares will be purchased under this service. If, after discontinuing participation, I request that shares be sold, transferred or delivered to me, any fractional shares remaining will be sold at the same price at which my whole shares were sold or at the adjusted closing price of the whole shares that were transferred. If the whole shares were previously delivered and the share balance in my account falls below one share, Edward Jones may liquidate the fractional share at the prevailing market price.
9. Edward Jones will at all times act as my agent in connection with the reinvestment transactions.
10. I may cancel my participation at any time by expressing my desire and intention to do so either in writing, by telephone or orally to my Edward Jones advisor or other authorized representative of Edward Jones.
11. Edward Jones, in its sole discretion, may choose to terminate this arrangement or may discontinue this service at any time.

## Periodic Transactions Program – Dollar Cost Averaging

If I have authorized and instructed Edward Jones to begin and to continue until further notice from me the monthly purchases of the securities indicated by me, I accept the terms of the program that are set forth below:

1. Only those securities on Edward Jones’ list of approved Dollar Cost Averaging (DCA) stocks are eligible for DCA. The minimum for each stock purchase is \$100.00 per month for 12 months on Canadian and U.S. dollar denominated accounts.
2. Transactions will be executed once each month on a date determined by Edward Jones. The transactions will settle on the same date each month. If the settlement date is not a business day (when the securities markets are open), then the transactions will settle on the next business day.
3. I must have a signed authorization on file to electronically transfer funds from my bank account to Edward Jones before the settlement date. I understand my account may also be funded by cheque or cash transfer. Funds must be in the account five (5) business days prior to trade date. If the funds are not available or are insufficient to cover the purchase, the purchase will not be made by Edward Jones.
4. A transaction fee of 2% of the amount to be invested, or a minimum of \$5.00 on Canadian and U.S. dollar denominated accounts, will be charged and deducted by Edward Jones from the funds used to acquire each security. (For example, if the investment amount is \$500.00, the fee will be \$10.00 ( $\$500.00 \times 2\% = \$10.00$ ) and will be deducted from the \$500.00. The remaining \$490.00 will be used to purchase shares in the specified security.) Edward Jones reserves the right to modify such fees from time to time and will notify me at least 30 days in advance of any such fee modification.
5. Edward Jones, acting as the agent, will purchase shares of the security in the open market and the price paid by me will be the price paid by Edward Jones. In the event Edward Jones receives more than one execution price on a purchase, the price paid by me will be the weighted average price paid by Edward Jones. When any purchase involves a foreign exchange transaction, the exchange rate applied will be the exchange rate received at the time the transaction is completed.



6. I will receive no immediate confirmation of the above described transactions, and information concerning such transactions will appear on the client statement issued by Edward Jones. Such information will include the date of the investment transaction(s), the amount and cost of the security purchased on my behalf, the fee charged and the quantity of the security purchased. The time and other details of any transaction will be provided to me upon written request.
7. Whole and fractional shares will be purchased under this service. If, after discontinuing participation, I request that shares be sold, transferred or delivered to me, any fractional shares remaining will be sold at the same price at which my whole shares were sold or at the adjusted closing price of the whole shares that were transferred. If the whole shares were previously delivered and the share balance in my account falls below one share, Edward Jones may liquidate the fractional share at the prevailing market price.
8. I may cancel my participation at any time by expressing my desire and intention to do so either in writing, by telephone or orally to my Edward Jones advisor or other authorized representative of Edward Jones.
9. Edward Jones, in its sole discretion, may choose to terminate this arrangement or may discontinue this service at any time.

## Disclosures Related to Insurance Products

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### **If I reside in a province other than Québec, I acknowledge the following:**

- All insurance products and services purchased through Edward Jones branch offices and Edward Jones advisors are placed by Edward Jones Insurance Agency, a subsidiary of the investment dealer, Edward Jones;
- Our branches are shared premises between Edward Jones Insurance Agency and the investment dealer Edward Jones;
- Edward Jones Insurance Agency and Edward Jones are separate legal entities that deal in insurance products and securities, respectively;
- Funds intended for payment of insurance premiums may be handled by Edward Jones on behalf of Edward Jones Insurance Agency.

### **If I reside in the province of Québec, I acknowledge the following:**

- All insurance products and services purchased through Edward Jones branch offices and Edward Jones advisors are placed by Edward Jones Insurance Agency (Québec) Inc., a subsidiary of the investment dealer, Edward Jones;
- Our branches are shared premises between Edward Jones Insurance Agency (Québec) Inc. and the investment dealer Edward Jones;
- Edward Jones Insurance Agency (Québec) Inc. and Edward Jones are separate legal entities that deal in insurance products and securities, respectively;
- Funds intended for payment of insurance premiums may be handled by Edward Jones on behalf of Edward Jones Insurance Agency (Québec) Inc.

### **Applicable to all provinces:**

- My Edward Jones advisor is acting on behalf of the investment dealer when dealing in securities (e.g., stocks, bonds and mutual funds) and on behalf of the insurance agency when dealing in insurance products;
- When selling insurance products, my Edward Jones advisor acts as an agent of the insurance company and receives a commission from the insurance company; the insurance companies that Edward Jones currently represents are Canada Life Financial, Manulife Financial and Sun Life Assurance Company of Canada;
- The remuneration that my Edward Jones advisor receives will vary according to the type of product or service purchased;
- Insurance legislation in some provinces prohibits the practice of “tied selling.” For example, a person may not be required, as a condition of doing business, to transact additional or other business.
- Any confidential client information gathered in the course of opening a securities account or applying for an insurance policy will be used only to the extent necessary for the provision of the respective product or service and will not be transmitted to any third party except as may be required for the provision of the product or service purchased.

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# How IIROC protects investors

Protecting Investors and Supporting  
Healthy Capital Markets Across Canada



You're discussing your investment needs with a financial advisor registered with the Investment Industry Regulatory Organization of Canada (IIROC).

Smart move. Here's why:

**IIROC Works to Protect Investors** throughout your experience with a Registered Investment Advisor

Your advisor is providing you with this brochure so that you understand the advantages and protections offered by investing through an IIROC-regulated advisor and firm.

IIROC regulates the activities of all Canadian investment dealer firms and the advisors they employ.

These companies and their investment advisors must meet IIROC's high ethical and professional standards.

We conduct regular reviews of all firms to make sure they comply with our rules and we take disciplinary action if our rules and standards are broken by firms or their advisors.

IROC Registration  
Means **Your Advisor  
Meets Our High  
Standards**



To become registered with IROC, your investment advisor passed a series of background checks and tests to ensure he or she meets our experience requirements and professional standards.

IROC-registered advisors must also complete mandatory continuing education courses to stay up to date on our rules, financial products and industry trends.

You can make sure your investment advisor is registered with IROC and find out if he or she has ever been disciplined for breaking our rules by searching the **AdvisorReport** on our website.



Your IROC-Registered  
Advisor **Must Understand  
and Address Your  
Financial Needs**



Before your advisor can open an account and provide you with financial services, he or she will ask you a series of questions to understand how to best meet your particular needs.

This “Know Your Client” process is an IROC requirement that ensures your advisor is familiar with your financial situation, investment knowledge and objectives, tolerance for risk and the time horizon for your investment objectives, before making investment recommendations.

This may take more than one meeting, but please provide the information your advisor requests. This will help ensure that your advisor offers you investment account types, strategies and products that are suitable for your individual financial needs and circumstances.

Your Advisor  
**Must Keep You  
Informed** about  
Your Investments



IIROC requires your advisor to share information with you about the products, services and account types you are offered and any associated fees and charges.

Most of this information will be included in a Relationship Disclosure Document, which you should read carefully.

Your advisor must also keep you updated with regular account statements and periodic reports on the fees and charges you pay and on the performance of your investments.

As an investor, you can protect yourself by reading and understanding the information IIROC requires your advisor to provide.

Ask your advisor about any information you do not understand.

You also Benefit  
from **other**  
**Protections**




All IIROC member firms must maintain an adequate cushion of capital, which reduces the risk of them becoming insolvent.

Firms must also keep your investments separate from their own assets.

Your account is also eligible for protection by the Canadian Investor Protection Fund, which covers up to

**\$1,000,000**

per account if an IIROC-regulated firm becomes insolvent. You can learn more at [www.cipf.ca](http://www.cipf.ca).




## Your Complaints Must be Addressed

If you have a concern about your advisor or investment firm, you can complain directly to them and they must address your complaint in accordance with IIROC standards. The firm must also report your complaint to IIROC so we can ensure it has been dealt with appropriately.

IIROC can also investigate your complaint and, if necessary, take disciplinary action.

**You can contact IIROC directly  
at 1-877-442-4322 or email us  
at [InvestorInquiries@iroc.ca](mailto:InvestorInquiries@iroc.ca).**



## Need More Information?

**Please visit [www.iroc.ca](http://www.iroc.ca) to:**

Make sure your investment advisor is registered and the firm that employs your advisor is regulated

Find out if your advisor has ever been disciplined by IIROC for breaking our rules

Get more information about opening an account and understand the importance of providing complete information to your advisor

Learn more about how IIROC protects investors and supports healthy capital markets

## CALGARY

Bow Valley Square 3  
255-5th Avenue S.W.  
Suite 800  
Calgary, Alberta  
T2P 3G6

## MONTRÉAL

5 Place Ville Marie  
Suite 1550  
Montréal, Québec  
H3B 2G2

## TORONTO (HEAD OFFICE)

121 King Street West  
Suite 2000  
Toronto, Ontario  
M5H 3T9

## VANCOUVER

Royal Centre  
1055 West Georgia Street  
Suite 2800  
P.O. Box 11164  
Vancouver, British Columbia  
V6E 3R5

1-877-442-4322

[www.iiroc.ca](http://www.iiroc.ca)

# Making a Complaint A Guide for Investors

PART 1 OF 2



Investment Industry Regulatory Organization of  
Canada

Protecting Investors and Supporting Healthy  
Capital Markets Across Canada





## The Investment Industry Regulatory Organization of Canada (IIROC) **Protects Investors and Supports Healthy Capital Markets**

- **All** Canadian investment firms and individual investment advisors dealing in Canada's stock and bond markets **must** be registered with IIROC
- IIROC-regulated companies and their investment advisors **must** meet our high ethical and professional standards
- IIROC conducts regular reviews of registered investment firms to make sure they comply with our rules
- IIROC takes action if our rules are broken or our standards are not met

Do you have concerns about the conduct or behaviour of your **IIROC-regulated investment firm or advisor?**



**You can make a complaint to any and/or all of the following:**

- Your investment advisor
- The supervisor/branch manager who oversees your investment advisor
- The firm where your advisor works
- Directly to IIROC

Account losses are not necessarily an indication that your advisor has engaged in misconduct, as most investments carry a degree of risk, with no guarantee of profitability. When you complain to IIROC, we will review your complaint to determine whether our rules have been broken.

First – check to ensure  
**your investment advisor  
is regulated by IIROC**



Make sure you are dealing with an IIROC-regulated investment firm and that your advisor is registered with us.

[www.iiroc.ca](http://www.iiroc.ca) provides a list of all the firms we regulate and a database of the advisors they employ.

**Our online database can help you find out more about**

- the background, qualifications and employment history of your advisor
- any record of IIROC disciplinary action.



Do you believe  
**your investment firm or  
advisor may have acted  
improperly or unethically?**

**For example by:**

- Buying or selling investments without your approval
- Making excessive trades in your investment account
- Recommending investments that are not suitable for you (such as too risky)

If you believe your investment firm or advisor may have broken IIROC's rules or failed to meet our professional standards, **we want to hear from you.**

If our investigation concludes that an investment firm and/or individuals working for the firm have broken our rules, we may take disciplinary action to hold them accountable. This could result in warnings, reprimands, fines, suspensions and/or permanent bans for advisors and firms.

Please note that IIROC discipline **cannot provide compensation** to investors or force firms or individual advisors to do so.

## Don't Delay!



Please make your complaint as quickly as possible. If too much time passes between the issue arising and your complaint, it might not be possible to investigate properly. As well, if you are seeking compensation through other channels (see page 9), there are time limits for taking action.

### How to file a complaint with IIROC

IIROC has a dedicated Complaints & Inquiries department, which you can contact in four ways:

**Use our secure downloadable form:**

[www.iiroc.ca/investors/makingacomplaint/Documents/ComplaintForm\\_en.pdf](http://www.iiroc.ca/investors/makingacomplaint/Documents/ComplaintForm_en.pdf)

**Send us an email:**

[investorinquiries@iiroc.ca](mailto:investorinquiries@iiroc.ca)

**Call us toll free:**

1-877-442-4322

**Fax us at:**

1-888-497-6172

## What we need to follow up on your complaint



- **Please provide IIROC with as much information as possible**, including your name and contact information, as well as the name and contact information for any individual or firm mentioned in your complaint.
- **Keep a file of all documents that relate to your account and your specific issue.** Include copies of letters and email messages. Keep records of conversations – dates, times and details of what was said, as well as any other information you feel is important.
- **You don't need to "prove" your case.** Just provide IIROC with the facts and your supporting documents. You can talk to IIROC staff to help you determine what information is important for our review.
- **Please be prepared to cooperate.** If we decide to take disciplinary action, you may be asked to participate as a witness.


## What happens when you file a complaint?



### When you file a complaint with IIROC:

1. We will let you know we have received it.
2. We will update you after we have reviewed your complaint and decided whether we will proceed with an investigation.

We carefully review all the information we receive to see if IIROC's rules have been broken and if we need to take further action.



IIROC helps protect you by ensuring **your complaints are investigated appropriately**

If you complain to the investment firm directly, IIROC requires that the firm abide by our rules for handling client complaints. IIROC-regulated firms must report all written client complaints about possible breaches of our rules so we can determine **whether to conduct our own investigation**.

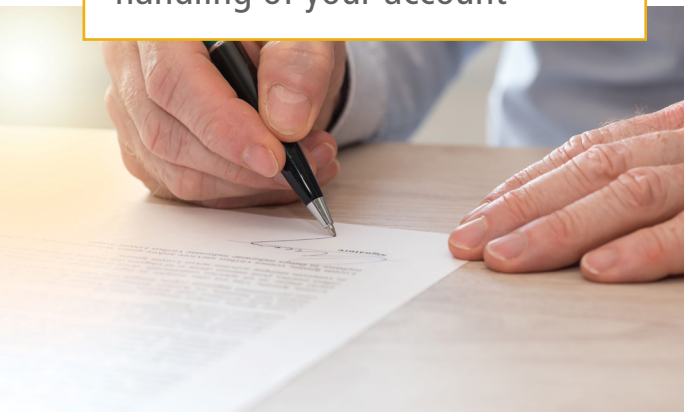
While IIROC does not review customer service issues, we ensure that the firms we regulate respond to such complaints.

If you have a **customer service** complaint, for example:

- Difficulty getting in touch with your advisor
- Being asked to move your account to another firm

and you put your complaint in writing, the firm must provide you with a written response.

**If you complain to the firm or someone at the firm about their handling of your account**



**The firm is required to:**

1. Acknowledge your complaint within five business days
2. Provide you with their final response within 90 calendar days, including:
  - a summary of your complaint
  - results of their investigation
  - an explanation of their final decision and
  - options available to you for seeking compensation if you are not satisfied with the firm's response.

**What if I'm not satisfied with the investment firm's response?**

**If your complaint is not resolved with the firm, you have several options:**

- The **Ombudsman for Banking Services and Investments** resolves disputes between participating investment firms and investors. Visit [www.obsi.ca](http://www.obsi.ca) or call 1-888-451-4519.
- Québec residents can contact the **Autorité des marchés financiers**. Visit <http://lautorite.qc.ca/en/general-public/> or call 1-877-525-0337.
- Arbitration is available through **ADR Chambers** ([adrchambers.com/ca](http://adrchambers.com/ca) or 1-800-856-5154) and in Québec through the **Canadian Commercial Arbitration Centre** ([www.ccac-adr.org/en/](http://www.ccac-adr.org/en/) or 1-800-207-0685).
- You also have the option of going to court, but you should first get advice from a lawyer.

**How can I get money back?**

See our brochure online **How Can I Get My Money Back?** for more information.

# Questions?

## **CONTACT US:**

Tel: 1-877-442-4322

Fax: 1-888-497-6172

Email: [investorinquiries@iiroc.ca](mailto:investorinquiries@iiroc.ca)

## **TORONTO (HEAD OFFICE)**

121 King Street West

Suite 2000

Toronto, Ontario

M5H 3T9

## **MONTRÉAL**

525 Viger Avenue West

Suite 601

Montréal, Québec

H2Z 0B2

## **CALGARY**

Bow Valley Square 3

255-5th Ave S.W.

Suite 800

Calgary, Alberta

T2P 3G6

## **VANCOUVER**

Royal Centre

1055 West Georgia Street

Suite 2800

P.O. Box 11164

Vancouver, British Columbia

V6E 3R5

[www.iiroc.ca](http://www.iiroc.ca)



# How Can I Get My Money Back? A Guide for Investors

PART 2 OF 2

Investment Industry Regulatory  
Organization of Canada

Protecting Investors and Supporting  
Healthy Capital Markets Across Canada

### Seeking Financial Compensation



If you've suffered a financial loss because your investment advisor or firm acted improperly, you will likely ask, "How can I get my money back?"

First of all, it's important you act promptly. There are **time limits** attached to all of the options available to you.

The first step in seeking compensation is to make a **written complaint** directly to your investment advisor and his/her firm. They must provide you with a substantive response to your claim **within 90 days**.

#### Still not satisfied?

Please go directly to OBSI or consider the other options outlined in this brochure.

**You can contact OBSI at:**  
1-888-451-4519  
[ombudsman@obsi.ca](mailto:ombudsman@obsi.ca)  
[www.obsi.ca](http://www.obsi.ca)

OBSI is Canada's free, independent service for resolving investment and banking disputes with participating firms.

IIROC requires all the investment firms it regulates to take part in the OBSI process.

Some firms may suggest you use their own internal ombudsman first, but it is your choice whether or not to participate in that process. It is voluntary.

If you've already formally complained to your investment firm and feel your complaint wasn't resolved to your satisfaction, you have **up to 180 days** from the time you receive the firm's written response to submit a complaint to OBSI.

It is important to know that if you choose to use a firm's internal ombudsman, you will have less than 180 days to complain to OBSI as the 180 time limit begins to apply **after** the firm's written response to you. **You do not need to appeal the firm's decision to the internal ombudsman before going to OBSI.**

OBSI can recommend compensation up to \$350,000 but its decisions are not legally binding. Many firms will compensate the complainant but some choose not to.

## Going to Court



There is no limit to the amount of compensation you can claim. It is a good idea to get advice from a lawyer before pursuing legal action, as this can be an expensive option.

There is also a statute of limitations on legal action. This means there are legal time limits and you could run out of time to pursue some of your claims in court.

If you choose legal action, your provincial law society can help you find a lawyer. For a list of provincial law societies, go to [www.flsc.ca](http://www.flsc.ca).

## Arbitration

Arbitration is a process where a qualified arbitrator – chosen in consultation with both you and the investment firm – hears both sides and makes a final, **legally binding decision** about your complaint.

IIROC requires all the investment firms it regulates to take part in this option if you choose to go to arbitration.

The arbitrator acts as the judge in the proceedings and reviews facts presented by each side of the dispute. Either side can choose to be represented by a lawyer, though this is not required. Arbitrators can award up to \$500,000.

There are **costs** to using arbitration, often less than the cost of going to court. The arbitration fees themselves are usually divided between the two parties. When you file your case, you can decide whether to give the arbitrator the added power to award legal costs on top of any other award, in which case the unsuccessful party would pay the other party's legal costs.

**IIROC has designated two independent arbitration organizations:**

### **ADR Chambers**

1-800-865-5154

[www.adrchambers.com](http://www.adrchambers.com)

**In Québec:** Canadian Commercial Arbitration Centre

1-800-207-0685

[www.ccac-adr.org/en/](http://www.ccac-adr.org/en/)

# Compensation Options



CHANNEL	TIME LIMIT* TO COMPLAIN	AWARD LIMIT	COST	DECISION BINDING
OBSI	Yes	Up to \$350,000	No	No
Court	Yes	None	Yes	Yes
Arbitration	Yes	Up to \$500,000	Yes	Yes
Québec / AMF	Yes	Up to \$200,000	No	No

\*It is important to understand the time limits of each option.

## In Québec: AMF Mediation Services

If you live in Québec you can use the free services of the **Autorité des marchés financiers** (AMF). You must first make a formal complaint to your investment firm. If you are not satisfied with its response, you can ask the firm to transfer your complaint to the AMF.

The AMF will assess the complaint and may offer mediation services, though firms are not required to participate.

### For more information on the AMF:

1-877-525-0337

[renseignementsconsommateur@lautorite.qc.ca](mailto:renseignementsconsommateur@lautorite.qc.ca)

[www.lautorite.qc.ca/en/](http://www.lautorite.qc.ca/en/)

## Other options if you live in Manitoba, New Brunswick or Saskatchewan

Securities regulators in these provinces can order a person or company that has broken provincial securities law to pay compensation. These orders are enforced similar to court judgements.

### For more information, contact:

Manitoba Securities Commission:

[www.msc.gov.mb.ca](http://www.msc.gov.mb.ca)

New Brunswick Financial and Consumer Services Commission: [FCNB.ca](http://FCNB.ca)

Financial and Consumer Affairs Authority of Saskatchewan: [www.fcaa.gov.sk.ca](http://www.fcaa.gov.sk.ca)

## Understanding IIROC's Role



As an investor you can complain to IIROC and we will review your complaint to determine whether or not your advisor and/or firm has broken our rules. If we find that our rules have been broken, we may take disciplinary action including fines, suspensions or permanent bans. However, IIROC cannot provide compensation to you or force an investment firm or individual advisor to reimburse you.

**If you have questions, please contact  
IIROC at:**

Tel: 1-877-442-4322

Fax: 1-888-497-6172

Email: [investorinquiries@iroc.ca](mailto:investorinquiries@iroc.ca)

# Questions?

## CONTACT US:

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Fax: 1-888-497-6172

Email: [investorinquiries@iiroc.ca](mailto:investorinquiries@iiroc.ca)

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**CIPF**  
Canadian Investor Protection Fund

# Canadian Investor Protection Fund





## WHAT DOES THE CANADIAN INVESTOR PROTECTION FUND DO FOR INVESTORS?

If you have an account with a member firm, and that firm fails, CIPF works to ensure that any property being held for you by the firm at that time is given back to you, within certain limits. Property can include cash and securities.

To help you get started, a list of the initial steps that you may wish to take if your firm fails is available on CIPF's website at [www.cipf.ca](http://www.cipf.ca).

## What does CIPF cover?

### CIPF COVERS:

Missing property – This is property held by a member firm on your behalf that is not returned to you following the firm's insolvency. Missing property can include:

- cash
- securities
- other property described in CIPF's Coverage Policy

A "security" is a type of financial instrument. Some examples of securities are: bonds, GICs (guaranteed investment certificates) and shares or stock of a company. A share or stock is an ownership interest in a company issued by that company. The company or other legal entity that issues the securities is often called the "issuer" of the securities.

### CIPF DOES NOT COVER:

Not all losses that may arise are covered by CIPF. For example, CIPF does not cover losses resulting from any of the following:

- a drop in the value of your investments for any reason
- investments that were not suitable for you
- fraudulent or other misrepresentations that were made to you
- misleading information that was given to you
- important information that was not disclosed to you
- poor investment advice
- the insolvency or default of the company or organization that issued your security (the entity that you invested in)
- other exclusions identified in the CIPF Coverage Policy

## DOES CIPF GUARANTEE THE VALUE OF YOUR INVESTMENT?

No. CIPF does not guarantee the value of your property.

## EXAMPLE OF HOW CIPF COVERAGE WORKS

If you bought one hundred shares of Company X at \$50 per share through a member firm, and the share value on the day of the member firm's insolvency was \$30, CIPF's objective would be to ensure the return of the one hundred shares to you because that's the property in your account at the date of insolvency. If the one hundred shares are not returned to you, CIPF would provide compensation based on the value of the missing shares on the day of the member firm's insolvency. In this example, that's \$30 per share.

## WHO PAYS FOR THIS COVERAGE AND HOW DO I GET IT?

You're automatically eligible for coverage if you have an account with a member firm that is used solely for investing in securities or in futures contracts. And because CIPF is funded by its member firms, you do not pay a fee for CIPF protection. Non-residents and non-citizens are eligible for coverage.

## WHO ARE CIPF MEMBER FIRMS?

Member firms are investment dealers that are members of IIROC (Investment Industry Regulatory Organization of Canada). Approximately 170 investment dealers across Canada are CIPF members. Please see CIPF's website for a list.

## WHAT ARE THE COVERAGE LIMITS?

CIPF will provide compensation for the value of the missing property as at the date of insolvency, up to the limits prescribed in the CIPF Coverage Policy.

For an individual holding one or more accounts with a member firm, the limits on CIPF protection are as follows:

- \$1 million for all general accounts combined, plus
- \$1 million for all registered retirement accounts combined, plus
- \$1 million for all registered education savings plans (RESPs) combined.

The limits of coverage for other types of clients are outlined on CIPF's website.

All coverage by CIPF is subject to the terms and conditions of the CIPF Coverage Policy and Claims Procedures.

**Get CIPF  
Protection –  
Invest with  
an IIROC  
Regulated  
Member**

# Edward Jones

Check the Member Directory on CIPF's website to confirm you are dealing with a member of the Canadian Investor Protection Fund.

# CIPF

Canadian Investor Protection Fund

Canadian Investor Protection Fund  
100 King Street West, Suite 2610, Box 481  
Toronto, Ontario, Canada M5X 1E5

For more information on CIPF, please visit [www.cipf.ca](http://www.cipf.ca) or call toll-free at 1.866.243.6981 or 416.866.8366 or e-mail: [info@cipf.ca](mailto:info@cipf.ca).

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