

## SUBSCRIPTION AGREEMENT

### ROCKLINC PARTNERS FUND

TO: Rocklinc Partners Fund (the “**Fund**”)  
c/o Rocklinc Investment Partners Inc. (the “**Manager**”)  
4200 South Service Road, Suite 102  
Burlington, Ontario  
L7L 4X5

Attention: Jonathan Wellum  
email: jwellum@rocklinc.com

The undersigned (the “**Subscriber**”) hereby irrevocably subscribes for that number of units of the Fund (the “**Units**”) as set forth below at a price per Unit as described in the confidential offering memorandum of the Fund dated January 26, 2023 as it may be amended from time to time, relating to the offering of the Units (the “**Offering Memorandum**”). By submitting this subscription, the Subscriber acknowledges having received and read the Offering Memorandum and that the Manager is relying on the representations and warranties set out below.

All Subscribers must complete **pages 7 and 8**, as well as **Schedules “I” and “J”**.

All Subscribers that are “accredited investors” must complete **Schedule “A”** and, if applicable, **Schedule “A-1”**.

**For a Subscriber purchasing the Units through another registered dealer or through another registered adviser who has full discretionary authority (“Subscriber’s Agent”),** it is the Subscriber’s Agent’s responsibility to fulfill all relevant “know-your-client” obligations and to assess whether the Units are a suitable investment for the Subscriber. The Subscriber’s Agent is also responsible for all identification and investor information collection obligations under any anti-money laundering and anti-terrorist financing legislation. If the Subscriber’s Agent and the Subscriber complete **Schedule “B”**, the Subscriber need not complete Schedule “C”, Schedule “D”, Schedule “E”, Schedule “F”, Schedule “G” or Schedule “H”. The Subscriber’s Agent acknowledges its obligation to conduct due diligence pursuant to the Foreign Account Tax Compliance Act as implemented in Canada by the Canada-United States Enhanced Tax Information Exchange Agreement and Part XVIII of the *Income Tax Act* (Canada) (the “**Tax Act**”) (collectively known as “**FATCA**”) and The Organization for Economic Co-operation and Development’s Common Reporting Standard (“**CRS**”) as implemented in Canada by Part XIX of the Tax Act,

The Subscriber must also attach to this completed Subscription Agreement (as defined below): (i) the appropriate Declaration of Tax Residence Form for purposes of FATCA and CRS compliance by completing either CRA Form RC518 for Subscribers that are individuals or CRA Form RC519 for all other Subscribers (the “**FATCA & CRS Self-Certification**”) and (ii) **Schedule “K”** if the Subscriber is a trust with at least one discretionary beneficiary. If the Subscriber’s Agent and the Subscriber complete **Schedule “B”**, the **Self-Certification** and **Schedule “K”** need not be attached to this completed Subscription Agreement (as defined below).

For a Subscriber purchasing Units **directly through the Manager** (and not through another dealer or adviser), the Manager must determine whether the Units are a suitable investment for the Subscriber having regard to the Subscriber’s investment needs and objectives, his or her financial circumstances and risk tolerances. The Manager must also collect trusted contact person information and additional information under anti-money laundering and anti-terrorism legislation and under FATCA and CRS. In this regard, the Subscriber must complete **Schedule “C”** or **Schedule “E”**, as well as **Schedule “D”** (if applicable), **Schedule “E”** (if applicable), **Schedule “F”** (if applicable), **Schedule “G”** and **Schedule “H”** (if applicable) and the appropriate **Declaration of Tax Residence Form** for the purposes of Part XVIII [*FATCA*] and Part XIX [*Common Reporting Standard*] of the *Income Tax Act* (Canada).

All Subscribers that are “**permitted clients**” and who do not wish to complete Schedule “C” must complete **Schedule “E”** (unless the Manager is otherwise exempt from determining suitability – see Schedule “C”).

**JOINT ACCOUNT HOLDERS:** Each account holder must complete a separate **page 7, page 8** and, if applicable, **Schedule “A”, Schedule “A-1”, Schedule “C” or Schedule “E”, Schedule “D”, Schedule “G” and Schedule “H”** and the appropriate **Declaration of Tax Residence Form**.

## **General**

The Subscriber acknowledges the information contained in the Offering Memorandum including, in particular, those investment considerations described therein under the heading “Risk Factors”. Unless otherwise defined or the context otherwise requires, all capitalized terms used in this subscription form, including the Schedules hereto (the “**Subscription Agreement**”), have the meanings given in the Offering Memorandum.

The Subscriber tenders herewith, in full payment of the aggregate subscription price of the Units, a **cheque** made payable to “**NBIN Inc.**” (or has arranged for a wire transfer or another form or method of payment acceptable to the Manager) for the amount set forth on **page 8** below representing the purchase price of the Units subscribed for.

No Units shall be issued to the Subscriber until the Fund has received the subscription proceeds and this Subscription Agreement duly completed.

The Subscriber acknowledges that investment in the Fund is subject to the acceptance of this subscription by the Manager and to certain other conditions set forth in the Offering Memorandum and the declaration of trust governing the affairs of the Fund, dated as of September 29, 2017, as it may be amended from time to time (the “**Declaration of Trust**”). (The Declaration of Trust is available upon request.) The Subscriber agrees that this subscription is given for valuable consideration and shall not be withdrawn or revoked by the Subscriber. The acceptance of this subscription shall be effective upon the written acceptance of this Subscription Agreement by the Manager and the deposit of the Subscriber’s payment into any of the Fund’s accounts. **The Subscriber shall become bound by the terms of the Declaration of Trust upon acceptance of this Subscription Agreement.** This Subscription Agreement and subscription proceeds shall be returned without interest or deduction to the Subscriber at the address indicated below if this subscription is not accepted. If the subscription is accepted only in part, that portion of the subscription price for the Units which is not accepted will be promptly returned to the Subscriber without interest or penalty. Subscription funds received prior to a Subscription Date will be kept in a segregated account (without interest or deduction) in trust for the Subscriber pending acceptance of the subscription.

## **General Representations and Warranties**

The Subscriber represents, warrants, certifies, acknowledges and covenants to and in favour of the Fund and the Manager as follows:

- (a) the Subscriber has such knowledge and experience in financial and business affairs as to be capable of evaluating the merits and risks of an investment in the Fund and is able to bear the economic risk of loss of such investment;
- (b) if the Subscriber is or becomes a “non-resident” or a partnership other than a “Canadian partnership” within the meaning of the *Income Tax Act* (Canada), the Subscriber will immediately notify the Manager in writing of such status;
- (c) if the Subscriber is or becomes a “financial institution” within the meaning of Section 142.2 of the *Income Tax Act* (Canada), the Subscriber will immediately notify the Manager in writing of such status;
- (d) if the Subscriber is or becomes a “designated beneficiary” within the meaning of Section 210 of the *Income Tax Act* (Canada), the Subscriber will immediately notify the Manager in writing of such status;
- (e) if an individual, the Subscriber has attained the age of majority and has the legal capacity and competence to execute this Subscription Agreement and to take all actions required pursuant hereto;
- (f) if not an individual, the Subscriber has good right, full power and absolute authority to execute this Subscription Agreement and to take all necessary actions, and all necessary approvals have been given to authorize it to execute this Subscription Agreement;
- (g) this Subscription Agreement, when accepted, will constitute a legal, valid, binding and enforceable contract of the Subscriber, enforceable against the Subscriber in accordance with its terms;
- (h) the entering into of this Subscription Agreement and the transactions contemplated hereby will not result in the violation of any terms or provisions of any law applicable to, or the constating documents of, the Subscriber or of any agreement, written or oral, to which the Subscriber may be a party or by which he, she or it is or may be bound;
- (i) the Subscriber is a resident of, or is otherwise subject to the securities laws of, the jurisdiction set out under “Name and Address of Subscriber” below and is not purchasing the Units for the account or benefit of any person in any jurisdiction other than such jurisdiction;

- (j) the Subscriber acknowledges that no prospectus has been filed with any securities commission or other regulatory body in connection with the issuance of the Units, such issuance is exempted from the prospectus requirements of applicable securities legislation, and
  - (A) the Subscriber is restricted from using the civil remedies available,
  - (B) the Subscriber may not receive information that the Fund would otherwise be required to provide, and
  - (C) the Fund is relieved from certain obligations that would otherwise apply,
 under certain applicable securities legislation which would otherwise be available if the Units were sold pursuant to a prospectus;
- (k) the Subscriber is aware that there are securities and tax laws applicable to the holding and disposition of the Units and has been given the opportunity to seek advice in respect of such laws and is not relying solely upon information from the Manager;
- (l) the Subscriber has received, reviewed and fully understands the Offering Memorandum and has had the opportunity to ask and have answered any and all questions which the Subscriber wished with respect to the business and affairs of the Fund, the Units and the subscription hereby made;
- (m) the Subscriber is aware of the characteristics of the Units, of the nature and extent of personal liability and of the risks associated with an investment in the Units;
- (n) the Subscriber understands that (i) there is no right to demand any distribution from the Fund, other than by redemption of Units pursuant to the terms and procedures and subject to the restrictions described in Offering Memorandum; (ii) it is not anticipated that there will be any public market for the Units; and (iii) it may not be possible to sell or dispose of Units;
- (o) the investment portfolio and trading procedures of the Fund are proprietary to the Fund and the Manager and all information relating to such investment portfolio and trading procedures shall be kept confidential by the Subscriber and will not be disclosed to third parties (excluding the Subscriber's professional advisers) without the written consent of the Manager;
- (p) the Subscriber will execute and deliver all documentation as may be required from time to time by applicable securities legislation or by the Fund, as the case may be, to permit the purchase of the Units on the terms herein set forth and the Subscriber will deliver such releases or any other documents for income tax purposes, if any, as from time to time may be required by the Manager;
- (q) the Subscriber shall not knowingly transfer his, her or its Units in whole or in part to another person without the approval of the Manager and will do so only in accordance with applicable securities laws; and
- (r) the Subscriber will execute and deliver all documentation and provide all such further information to the Manager as may be required from time to time in order for the Manager to satisfy its obligations under applicable securities legislation and anti-money laundering and anti-terrorist financing legislation, and to satisfy domestic and foreign tax reporting and similar filings.

**The representations, warranties, certifications, covenants and acknowledgments of the Subscriber contained in this Subscription Agreement shall survive the completion of the purchase and sale of the Units and any subsequent purchase of Units by the Subscriber (unless a new subscription agreement is executed at the time of the subsequent purchase). The Subscriber undertakes to notify the Manager immediately at the address set forth above of any change in any representation, warranty or other information relating to the Subscriber set forth in this Subscription Agreement.**

The Subscriber acknowledges that having a non-qualified Unitholder could have negative tax or other consequences to the Fund. Any Unitholder whose status changes such that the representation in paragraph (b) or (c) ceases to be true shall disclose such status to the Manager when such status changes and the Manager may require any such Unitholder at any time to redeem all or some of such Unitholder's Units. Any Unitholder who becomes a non-resident, a partnership other than a "Canadian partnership" or a financial institution hereby agrees that it shall be deemed to have, immediately prior to the date on which it becomes a non-resident, a partnership other than a "Canadian partnership" or a financial institution, redeemed some or all of such Unitholder's Units to the extent necessary to result in non-residents or financial institutions owning in the aggregate Units having a Net Asset Value that is less than one-half of the Net Asset Value of all of the Units, and shall be entitled to receive from the Fund as redemption proceeds an amount equal to the lesser of the Net Asset Value of such redeemed Units as at the date on which it is deemed to have redeemed such Units and the Net Asset Value of such Units as

at the date the Manager learns that such Unitholder is a non-resident, a partnership other than a “Canadian partnership” or a financial institution, less all such deductions as provided in the Declaration of Trust as if such Unitholder voluntarily redeemed its Units.

***Purchasing as Bare Trustee or Agent***

If a person is executing this Subscription Agreement as bare trustee, agent or attorney (including, for greater certainty, a dealing representative, a portfolio manager or comparable adviser) (in this paragraph, the “**agent**”) on behalf of the Subscriber (in this paragraph, the “**principal**”), such agent must provide evidence of such person’s authority satisfactory to the General Partner and the Manager and hereby separately represents and warrants to the Manager that (i) the agent is duly authorized to execute and deliver this Subscription Agreement and all other necessary documentation in connection with such purchase on behalf of such principal, to agree to the terms and conditions contained herein and therein and to make the representations, certifications, acknowledgments and covenants made herein and therein, (ii) this Subscription Agreement has been duly authorized, executed and delivered by or on behalf of, and constitutes a legal, valid and binding agreement enforceable against, such principal, (iii) the agent acknowledges that the Manager is required by law to disclose to certain regulatory and taxation authorities the identity of and certain information regarding the principal and has provided all the information concerning the principal as required by this Subscription Agreement and will provide any such further information as may hereafter be required; and (iv) for the purpose of assisting the Manager in filing with the applicable securities regulator its consolidated Monthly Report under the *Criminal Code* (Canada) and related *Regulations Establishing a List of Entities*, the *Justice for Victims of Corrupt Foreign Officials Regulations* and all such other similar applicable regulations, the principal is not a “Designated Person” for the purposes of such regulations, and the agent will immediately advise the Manager if there is a change in such status. For greater certainty, each of the representations set out in this Subscription Agreement shall be true in respect of, and each of the elections made herein shall be effective for, each principal identified under “Subscriber Information”. The agent agrees to indemnify each of the Fund and the Manager against all losses, claims, costs, expenses and damages or liabilities which it may suffer or incur arising from the reliance by the Fund or the Manager, as the case may be, on the above representations and warranties.

***Provision of Identification Information to Third Parties***

In order to enable it to perform the anti-money laundering checks in relation to the Unitholders as required by applicable law, the Manager and/or the Fund’s administrator may be required to disclose identification information in relation to such Unitholders to a third party service provider of web-based anti-money laundering identity verification and search applications, which applications are commonly used as a component of anti-money laundering compliance programs.

***Anti-Money Laundering and Anti-Terrorist Financing Legislation***

In order to comply with Canadian legislation aimed at the prevention of money laundering and terrorism financing, the Manager may require additional information concerning investors from time to time, and the Subscriber agrees to provide all such information.

In accordance with the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada), a Subscriber purchasing Units directly from the Manager (and not through a registered dealer to whom the following has been provided) must provide to the Manager certain information and/or documentation as well as proof of identity and source of funds. Corporations, trusts, limited partnerships or similar entities, other than those entities specifically exempted by the applicable rules, must complete **Schedule “F”** and attach all necessary documentation. Individual Subscribers, and each signatory of a Subscriber that is not an individual and that is not exempted from completing Schedule “F”, must complete **Schedule “G”** and, if necessary, **Schedule “G-1”** and attach all necessary documentation.

Individual Subscribers must complete **Schedule “H”** regarding the Subscriber’s status as a politically exposed foreign person or head of an international organization (or family member or close associate of such a person). The Subscriber will immediately notify the Manager if the status of any such person in this regard changes.

The Subscriber acknowledges that if, as a result of any information or other matter which comes to the Manager’s attention, any director, officer or employee of the Manager or its professional advisers knows or suspects that an investor is engaged in money laundering, such person is required to report such information or other matter to the Financial Transactions and Reports Analysis Centre of Canada (FINTRAC) and such report shall not be treated as a breach of any restriction upon the disclosure of information imposed by Canadian law or otherwise.

### ***Financial Reporting***

The Subscriber hereby agrees that, until he, she or it elects otherwise, the Subscriber does not want to receive annual financial statements in respect of the Fund. The Subscriber understands that it may change this standing instruction by completing **Schedule “I”**.

### ***Consent to Electronic Delivery of Documents and other Email Communications***

The Subscriber acknowledges that it is entitled to receive annual and interim financial statements and may receive other information about the Fund from the Manager. By completing **Schedule “J”**, the Subscriber is consenting to the receipt of financial information and other reports electronically. **Furthermore, by signing this Subscription Agreement, the Subscriber also consents to receiving updates, promotional emails and other commercial electronic messages from the Manager** unless the Subscriber withdraws consent by checking the box in Schedule “J” or otherwise notifies the Manager.

### ***Foreign Tax Reporting***

The Subscriber acknowledges that the Fund and registered dealers have due diligence and reporting obligations under FATCA and CRS. Generally, the Subscriber (or in the case of certain entities, its “controlling persons”) will be required by law to provide the Manager and/or their registered dealer with information related to their citizenship and tax residence, including their tax identification number(s). If the Subscriber (or, if applicable, any of its controlling persons) (i) is identified as a U.S. citizen (including a U.S. citizen living in Canada) or a foreign (including U.S.) tax resident or (ii) does not provide the required information and indicia of U.S. or non-Canadian status is present, information about the Subscriber (or, if applicable, its controlling persons) and his, her or its investment in the Fund will be reported to the Canada Revenue Agency (the “**CRA**”) unless the Units are held within a registered plan. The CRA will provide that information to, in the case of FATCA, the U.S. Internal Revenue Service and in the case of CRS, the relevant tax authority of any country that is a signatory of the Multilateral Competent Authority Agreement on Automatic Exchange of Financial Account Information or that has otherwise agreed to a bilateral information exchange with Canada under CRS. In order for the Fund to comply with its obligations under FATCA and CRS, the Subscriber must provide the appropriate **Declaration of Tax Residence Form**, unless Schedule “B” has been completed and the Subscriber’s Agent has agreed to discharge such due diligence obligations by checking the “Yes” box in **Schedule “B”**. The Subscriber agrees to provide the Manager (or their dealer, as appropriate) with new self-certifications within 30 days of any certification or information provided on the form becoming incorrect, or upon reasonable request from the Manager. **The Subscriber agrees that if it does not provide a valid taxpayer identification number or self-certification for purposes of the Fund’s compliance with FATCA and CRS, which could result in non-compliance penalty obligations to the Fund, the Manager may cause the Fund to redeem some of the Unitholder’s Units to satisfy the payment of penalties for which the Fund may become liable under the Tax Act.**

If the Subscriber is a trust with at least one discretionary beneficiary, please complete **Schedule “K”**.

The Subscriber acknowledges that if the Manager is required to report information to the CRA in connection with the Subscriber’s investment in the Fund, such report shall not be treated as a breach of any restriction upon the disclosure of information that may be imposed by Canadian law or otherwise.

### ***Privacy Policy***

Attached as **Schedule “L** hereto is a copy of the Manager’s Privacy Policy. By signing this Subscription Agreement, the Subscriber consents to the collection, use and disclosure of his or her personal information in accordance with such policy.

### ***Relationship Disclosure Information***

The Subscriber acknowledges that the Manager is the investment fund manager and portfolio manager to the Fund. In addition, the Manager may also be acting as the dealer of record for the Subscriber. Where (a) the Subscriber is purchasing Units directly from the Manager and (b) the Subscriber is either an individual or is not a permitted client within the meaning of National Instrument 31-103 *Registration Requirements, Exemptions and Ongoing Registrant Obligations*, as a registrant, the Manager is required by law to provide certain information to the Subscriber (referred to as “relationship disclosure information”) regarding the nature of the relationship between the Manager and the Subscriber, the operating charges and transaction charges charged by the Manager to the Subscriber or the Fund, the obligations of the Manager to the Subscriber, and the complaints process and independent dispute resolution service available to the Subscriber, among other things, which information is contained in **Schedule “M”** and **Schedule “M-1”**.

### ***Conflicts of Interest***

Where the Subscriber is purchasing Units directly from the Manager, as exempt market dealer, the Manager is required by law to provide disclosure to the Subscriber regarding certain material conflicts of interest, which information is contained in the Manager's Conflicts of Interest Disclosure Statement attached as **Schedule "N"**.

***Indemnity***

The Subscriber agrees to indemnify each of the Fund and the Manager against all losses, claims, costs, expenses and damages or liabilities which it may suffer or incur or cause arising from the reliance on the representations, warranties, certifications and covenants of the Subscriber by the Fund or the Manager, as the case may be, or the breach of any of them by the Subscriber. Any signatory signing on behalf of the Subscriber as agent or otherwise represents and warrants that such signatory has authority to bind the Subscriber and agrees to indemnify each of the Fund, and the Manager against all losses, claims, costs, expenses and damages or liabilities which it may suffer or incur or cause arising from the reliance on such representation and warranty.

***Governing Law***

This Subscription Agreement and all ancillary documents shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. By the Subscriber's execution of this Subscription Agreement, the Subscriber irrevocably attorns to the non-exclusive jurisdiction of the courts of Ontario.

***Language***

The parties hereto confirm their express wish that this agreement and all documents and agreements directly or indirectly relating thereto be drawn up exclusively in English. *Les parties reconnaissent leur volonté expresse que la présente ainsi que tous les documents et contrats s'y rattachant directement ou indirectement soient rédigés exclusivement en anglais.*

### ***Prospectus Exemptions***

The Subscriber acknowledges that, if this Subscription Agreement is accepted, Units will be distributed to the Subscriber pursuant to a regulatory exemption from statutory requirements that would otherwise require the Fund to deliver to the Subscriber a prospectus that complies with statutory requirements. In doing so, the Fund will be relying on the following representations and certification by the Subscriber:

**The Subscriber hereby represents and certifies** that the Subscriber is acting for his, her or its own account and is purchasing Units as principal (or is deemed by National Instrument 45-106 *Prospectus Exemptions* to be acting as principal) for investment purposes only and not with a view to resale and is one of the following **[please check the appropriate box]:**

#### **Accredited Investor**

- a resident of Ontario, British Columbia, Alberta, Saskatchewan, Manitoba, Quebec, New Brunswick, Nova Scotia, Newfoundland & Labrador or Prince Edward Island who meets the definition of “accredited investor” and has completed the Certificate of Accredited Investor attached as Schedule “A” and, if applicable, the Form For Certain Individual Accredited Investors attached as Schedule “A-1” **[please complete Schedule “A” and, if applicable, Schedule “A-1”]**; or

#### **\$150,000 minimum investment**

- a person, other than an individual, that is a resident of Ontario, British Columbia, Saskatchewan, Manitoba, Quebec, New Brunswick, Nova Scotia, Newfoundland & Labrador or Prince Edward Island and is purchasing Units with an aggregate acquisition cost to the Subscriber of not less than \$150,000 and has not been formed, created, established or incorporated for the purpose of permitting the purchase of the Units without a prospectus; or

#### **Subsequent top-up investment by a non-Accredited Investor**

- a person other than an accredited investor that is a resident of Ontario, British Columbia, Saskatchewan, Manitoba, Quebec, New Brunswick, Nova Scotia, Newfoundland & Labrador or Prince Edward Island and is purchasing Units with an aggregate acquisition cost of less than \$150,000, but already purchased Units of the same class or series as principal for an acquisition cost of not less than \$150,000 paid in cash at the time of purchase, and at the date of this subscription owns Units with a net asset value or aggregate acquisition cost of not less than \$150,000; or

#### **Other**

- a resident of Ontario, British Columbia, Alberta, Saskatchewan, Manitoba, Quebec, New Brunswick, Nova Scotia, Newfoundland & Labrador or Prince Edward Island who has the benefit of the following exemption (specify nature and source of exemption):
- 

**Is the Subscriber a registrant under Canadian securities legislation?**  Yes  No

**Is the Subscriber acting on behalf of or on the instructions of a third party?**  Yes  No

**If Yes, provide the following information regarding the third party:**

Name: \_\_\_\_\_ Relationship with Subscriber: \_\_\_\_\_

Principal business/ occupation: \_\_\_\_\_ Address: \_\_\_\_\_

Date of birth: \_\_\_\_\_ Incorporation no./jurisdiction: \_\_\_\_\_

This agreement is not transferable or assignable by the Subscriber except with the consent of the Manager or by operation of law. This agreement may be signed in counterparts. Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (day) (month) (year).

**X** \_\_\_\_\_  
Subscriber's Signature

Amount Subscribed for: \$ \_\_\_\_\_

<b>Name and Address of Subscriber:</b>	
_____	Telephone Number: _____
Print Name – (Full Legal Name) (Affix seal if a corporation)	Fax Number: _____
_____	Email Address: _____
Address (No P.O. Box Number)	
_____	
City, Province, Postal Code	

<b>If Subscriber is not an Individual:</b>	
Type of Entity: _____	Business Identification Number: _____
_____	Trust Identification Number: _____
Name and Position of Signatory (if applicable)	
Date of Incorporation or Formation: _____	

<b>If Subscriber is an Individual:</b>	<b><i>If Subscriber is an individual, his or her signature must be witnessed by a person who is neither a minor or the spouse or child of the Subscriber):</i></b>
By what given name are you commonly known? _____	<b>Witness</b>
Date of Birth: _____	_____
Place of Birth: _____	Signature
Citizenship: _____	_____
S.I.N.: _____	Witness Name
Principal Business or Occupation: _____	_____
Employer's Name and Address: _____	Witness Address
_____	

<b>Joint Accounts: Name of Co-Subscriber:</b> _____
Each account holder must sign a copy of this Subscription Agreement and provide appropriate proof of identification. You hereby confirm that the Units are to be held by each of you as joint tenants and not as tenants in common and we are hereby authorized to take orders from either of you alone. Unless you both instruct us differently, (i) allocations for tax purposes will be made to each of you in equal amounts, and (ii) distributions of profit and capital (including the payment of redemption proceeds) will be made and paid to the order of all joint holders (if paid by cheque) or to the account from which wire payment for the subscription for Units was received.



## SCHEDULE "A"

### CERTIFICATE OF ACCREDITED INVESTOR

**[To be completed and initialled by Subscriber if you checked the "Accredited Investor" box on page 7.]**

**TO:** Rocklinc Investment Partners Inc. (the "Manager")

In connection with the purchase by the undersigned purchaser (the "Subscriber") of units of Rocklinc Partners Fund (the "Fund"), the Subscriber (or the signatory on behalf of the Subscriber) certifies for the benefit of the Fund and the Manager that the Subscriber is a resident of, or the purchase and sale of securities to the Subscriber is otherwise subject to the securities legislation of, Ontario, British Columbia, Alberta, Saskatchewan, Manitoba, Quebec, New Brunswick, Nova Scotia, Newfoundland & Labrador or Prince Edward Island and the Subscriber is (and will at the time of acceptance of this Subscription Agreement and any additional subscriptions be) an accredited investor within the meaning of National Instrument 45-106 – *Prospectus Exemptions* ("NI 45-106") or Section 73.3 of the *Securities Act* (Ontario) in the category indicated below:

**PLEASE CHECK THE BOX OF THE APPLICABLE CATEGORY AND INITIAL:**

- \_\_\_\_\_ (a) a Canadian bank, loan corporation, trust company, insurance company or other Canadian financial institution (as defined in NI 45-106), or a Schedule III bank,
- \_\_\_\_\_ (b) the Business Development Bank of Canada incorporated under the *Business Development Bank of Canada Act* (Canada),
- \_\_\_\_\_ (c) a subsidiary of any person referred to in paragraphs (a) or (b), if the person owns all of the voting securities of the subsidiary, except the voting securities required by law to be owned by directors of that subsidiary,
- \_\_\_\_\_ (d) a person registered under the securities legislation of a province or territory of Canada as an adviser or dealer,
- \_\_\_\_\_ (e) an individual registered under the securities legislation of a province or territory of Canada as a representative of a person referred to in paragraph (d),
- \_\_\_\_\_ (e.1) an individual formerly registered under the securities legislation of a province or territory of Canada, other than an individual formerly registered solely as a representative of a limited market dealer under one or both of the *Securities Act* (Ontario) or the *Securities Act* (Newfoundland and Labrador),
- \_\_\_\_\_ (f) the Government of Canada or a province or territory of Canada, or any crown corporation, agency or wholly owned entity of the Government of Canada or a province or territory of Canada,
- \_\_\_\_\_ (g) a municipality, public board or commission in Canada and a metropolitan community, school board, the Comité de gestion de la taxe scolaire de l'île de Montréal or an intermunicipal management board in Québec,
- \_\_\_\_\_ (h) any national, federal, state, provincial, territorial or municipal government of or in any foreign jurisdiction, or any agency of that government,
- \_\_\_\_\_ (i) a pension fund that is regulated by the Office of the Superintendent of Financial Institutions (Canada), a pension commission or similar regulatory authority of a province or territory of Canada,
- \_\_\_\_\_ (j) an individual who, either alone or with a spouse, beneficially owns financial assets (as defined below), having an aggregate realizable value that, before taxes but net of any related liabilities, exceeds \$1,000,000 **[PLEASE ALSO COMPLETE SCHEDULE "A-1"]**,
- \_\_\_\_\_ (j.1) an individual who beneficially owns financial assets having an aggregate realizable value that, before taxes but net of any related liabilities, exceeds \$5,000,000,

- \_\_\_\_\_ (k) an individual whose net income before taxes exceeded \$200,000 in each of the two most recent calendar years or whose net income before taxes combined with that of a spouse exceeded \$300,000 in each of the two most recent calendar years and who, in either case, reasonably expects to exceed that net income level in the current calendar year **[PLEASE ALSO COMPLETE SCHEDULE “A-1”]**,
- \_\_\_\_\_ (l) an individual who, either alone or with a spouse, has net assets (as defined below) of at least \$5,000,000 **[PLEASE ALSO COMPLETE SCHEDULE “A-1”]**,
- \_\_\_\_\_ (m) a person, other than an individual or investment fund, that has net assets of at least \$5,000,000, as shown on its most recently prepared financial statements, and that was not formed for the sole purpose of making a representation to this effect in order to qualify as an accredited investor,
- \_\_\_\_\_ (n) an investment fund that distributes or has distributed its securities only to
  - (i) a person that is or was an accredited investor at the time of the distribution,
  - (ii) a person that acquires or acquired securities in the circumstances referred to in sections 2.10 [*Minimum amount investment*] or 2.19 [*Additional investment in investment funds*] of NI 45-106 or equivalent exemptions under applicable securities legislation as specified in Section 8.2 of NI 45-106, or
  - (iii) a person described in paragraph (i) or (ii) that acquires or acquired securities under section 2.18 [*Investment fund reinvestment*] of NI 45-106,
- \_\_\_\_\_ (o) an investment fund that distributes or has distributed securities under a prospectus in a province or territory of Canada for which the regulator or, in Quebec, the securities regulatory authority, has issued a receipt,
- \_\_\_\_\_ (p) a trust company or trust corporation registered or authorized to carry on business under the *Trust and Loan Companies Act* (Canada) or under comparable legislation in a province or territory of Canada or a foreign jurisdiction, acting on behalf of a fully managed account managed by the trust company or trust corporation, as the case may be,
- \_\_\_\_\_ (q) a person acting on behalf of a fully managed account managed by that person, if that person is registered or authorized to carry on business as an adviser or the equivalent under the securities legislation of a province or territory of Canada or a foreign jurisdiction,
- \_\_\_\_\_ (r) a registered charity under the *Income Tax Act* (Canada) that, in regard to the trade, has obtained advice from an eligibility adviser or an adviser registered under the securities legislation of the province or territory of the registered charity to give advice on the securities being traded,
- \_\_\_\_\_ (s) an entity organized in a foreign jurisdiction that is analogous to any of the entities referred to in paragraphs (a) to (d) or paragraph (i) in form and function,
- \_\_\_\_\_ (t) a person in respect of which all of the owners of interests, direct, indirect or beneficial, except the voting securities required by law to be owned by directors, are persons that are accredited investors. ***If you checked (t), please indicate the name and category of accredited investor (by reference to the applicable letter above) of each owner:***

**Name of owner of interests:**

**Category:**


***[attach sheet if more than 3 owners]***

- \_\_\_\_\_ (u) an investment fund that is advised by a person registered as an adviser or a person that is exempt from registration as an adviser,
- \_\_\_\_\_ (v) a person that is recognized or designated by the securities regulatory authority or, except in

Ontario and Québec, the regulator as an accredited investor, or

- \_\_\_\_\_ (w) a trust established by an accredited investor for the benefit of the accredited investor’s family members of which a majority of the trustees are accredited investors and all of the beneficiaries are the accredited investor’s spouse, a former spouse of the accredited investor or a parent, grandparent, brother, sister, child or grandchild of that accredited investor, of that accredited investor’s spouse or of that accredited investor’s former spouse. ***If you checked (w), please indicate the name and category of accredited investor (by reference to the applicable letter above) of each of:***

<b>Accredited Investor:</b>	<b>Name:</b>	<b>Category:</b>
Individual who established trust:	_____	_____
Trustee:	_____	_____
Trustee:	_____	_____
Trustee:	_____	_____

***[attach sheet if more than 3 trustees]***

**Defined Terms:**

Certain terms used above are specifically defined by applicable securities legislation, regulation or rules, as follows:

**“Canadian financial institution”** means:

- (a) an association governed by the *Cooperative Credit Associations Act* (Canada) or a central cooperative credit society for which an order has been made under section 473(1) of that Act, or
- (b) a bank, loan corporation, trust company, trust corporation, insurance company, treasury branch, credit union, caisse populaire, financial services cooperative, or league that, in each case, is authorized by an enactment of Canada or a province or territory of Canada to carry on business in Canada or a province or territory of Canada;

**“company”** means any corporation, incorporated association, incorporated syndicate or other incorporated organization;

**“director”** means:

- (a) a member of the board of directors of a company or an individual who performs similar functions for a company, and
- (b) with respect to a person that is not a company, an individual who performs functions similar to those of a director of a company;

**“eligibility adviser”** means:

- (a) a person that is registered as an investment dealer and authorized to give advice with respect to the type of security being distributed, and
- (b) in Saskatchewan or Manitoba, also means a lawyer who is a practicing member in good standing with a law society of a province or territory of Canada or a public accountant who is a member in good standing of an institute or association of chartered accountants, certified general accountants or certified management accountants in a province or territory of Canada provided that the lawyer or public accountant must not

- (c) have a professional, business or personal relationship with the issuer, or any of its directors, executive officers, founders, or control persons, and
- (d) have acted for or been retained personally or otherwise as an employee, executive officer, director, associate or partner of a person that has acted for or been retained by the issuer or any of its directors, executive officers, founders or control persons within the previous 12 months;

“**executive officer**” means, for an issuer, an individual who is:

- (a) a chair, vice-chair or president;
- (b) vice-president in charge of a principal business unit, division or function including sales, finance or production; or
- (c) performing a policy-making function in respect of the issuer;

“**financial assets**” means (i) cash, (ii) securities, or (iii) a contract of insurance, deposit or an evidence of a deposit that is not a security for the purposes of securities legislation (the value of the Subscriber’s personal residence or other real estate is not included in the calculation of financial assets);

“**foreign jurisdiction**” means a country other than Canada or a political subdivision of a country other than Canada;

“**fully managed account**” means an account of a client for which a person makes the investment decisions if that person has full discretion to trade in securities for the account without requiring the client’s express consent to a transaction;

“**individual**” means a natural person, but does not include a partnership, unincorporated association, unincorporated syndicate, unincorporated organization, trust or a natural person in his or her capacity as trustee, executor, administrator or other legal personal representative;

“**net assets**” means all of the Subscriber’s assets minus all of the Subscriber’s liabilities;

“**person**” includes:

- (a) an individual,
- (b) a corporation,
- (c) a partnership, trust, fund and an association, syndicate, organization or other organized group of persons, whether incorporated or not, and
- (d) an individual or other person in that person’s capacity as a trustee, executor, administrator or personal or other legal representative;

“**related liabilities**” means:

- (a) liabilities incurred or assumed for the purpose of financing the acquisition or ownership of financial assets, or
- (b) liabilities that are secured by financial assets;

“**Schedule III bank**” means an authorized foreign bank named in Schedule III of the Bank Act (Canada);

“**spouse**” means, an individual who,

- (a) is married to another individual and is not living separate and apart within the meaning of the Divorce Act (Canada), from the other individual,

- (b) is living with another individual in a marriage-like relationship, including a marriage-like relationship between individuals of the same gender, or
- (c) in Alberta, is an individual referred to in clause (a) or (b), or is an adult interdependent partner within the meaning of the Adult Interdependent Relationships Act (Alberta);

“**subsidiary**” means an issuer that is **controlled** directly or indirectly by another issuer and includes a subsidiary of that subsidiary;

### **Control**

A person (first person) is considered to control another person (second person) if

- (a) the first person beneficially owns or directly or indirectly exercises control or direction over securities of the second person carrying votes which, if exercised, would entitle the first person to elect a majority of the directors of the second person, unless that first person holds the voting securities only to secure an obligation,
- (b) the second person is a partnership, other than a limited partnership, and the first person holds more than 50% of the interests of the partnership, or
- (c) the second person is a limited partnership and the general partner of the limited partnership is the first person.

**SCHEDULE “A-1”**

**FORM FOR CERTAIN INDIVIDUAL ACCREDITED INVESTORS**

*[To be completed by Subscriber and his or her salesperson if Subscriber is an individual that is an accredited investor solely by virtue of being referred to in paragraphs (j), (k) and/or (l) of Schedule “A”.]*

**WARNING!**  
**This investment is risky. Don’t invest unless you can afford to lose all the money you pay for this investment.**

<b>SECTION 1</b>	
<b>1. About your investment</b>	
Type of securities: <i>Trust Units</i>	Issuer: <i>Rocklinc Partners Fund</i>
Purchased from Issuer: Yes	
<b>SECTIONS 2 TO 4 TO BE COMPLETED BY THE SUBSCRIBER</b>	
<b>2. Risk acknowledgement</b>	
This investment is risky. Initial that you understand that:	<b>Your initials</b>
<b>Risk of loss</b> – You could lose your entire investment of \$ _____ <i>[Insert amount appearing at the top of page 8.]</i>	
<b>Liquidity risk</b> – You may not be able to sell your investment quickly – or at all.	
<b>Lack of information</b> – You may receive little or no information about your investment. <i>[Note: please read the Offering Memorandum of the Fund delivered with this Subscription Agreement and note the section entitled “Unitholder Reporting”.]</i>	
<b>Lack of advice</b> – You will not receive advice from the salesperson about whether this investment is suitable for you unless the salesperson is registered. The salesperson is the person who meets with, or provides information to, you about making this investment. <i>[Note: The Manager will only accept a subscription from the Subscriber if the salesperson identified in section 5 below is a dealing representative of the Manager or of another registered dealer.]</i> To check whether the salesperson is registered, go to <a href="http://www.aretheyregistered.ca">www.aretheyregistered.ca</a> .	
<b>3. Accredited investor status</b>	
You must meet at least <b>one</b> of the following criteria to be able to make this investment. Initial the statement that applies to you. (You may initial more than one statement.) The person identified in section 6 is responsible for ensuring that you meet the definition of accredited investor. That person, or the salesperson identified in section 5, can help you if you have questions about whether you meet these criteria.	<b>Your initials</b>
<ul style="list-style-type: none"> <li>• Your net income before taxes was more than \$200,000 in each of the 2 most recent calendar years, and you expect it to be more than \$200,000 in the current calendar year. (You can find your net income before taxes on your personal income tax return.)</li> </ul>	
<ul style="list-style-type: none"> <li>• Your net income before taxes combined with your spouse’s was more than \$300,000 in each of the 2 most recent calendar years, and you expect your combined net income before taxes to be more than \$300,000 in the current calendar year.</li> </ul>	
<ul style="list-style-type: none"> <li>• Either alone or with your spouse, you own more than \$1 million in cash and securities, after subtracting any debt related to the cash and securities.</li> </ul>	

<ul style="list-style-type: none"> <li>• Either alone or with your spouse, you have net assets worth more than \$5 million. (Your net assets are your total assets (including real estate) minus your total debt.)</li> </ul>		
<b>4. Your name and signature</b>		
By signing this form, you confirm that you have read this form and you understand the risks of making this investment as identified in this form. <i>[Note: The information in sections 1, 5 and 6 must be completed before the Subscriber completes and signs the form.]</i>		
First and last name (please print):		
Signature: <b>X</b>		Date:
<b>SECTION 5 TO BE COMPLETED BY THE SALESPERSON</b>		
<b>5. Salesperson information</b>		
<i>[Instruction: The salesperson is the person who meets with, or provides information to, the purchaser with respect to making this investment. That could include a representative of the Manager, a registrant or a person who is exempt from the registration requirement.]</i>		
First and last name of salesperson (please print):		
Telephone:		Email:
Name of firm (if registered):		
<b>SECTION 6 TO BE COMPLETED BY THE ISSUER OR SELLING SECURITY HOLDER</b>		
<b>6. For more information about this investment, please contact:</b>		
<p>Rocklinc Partners Fund  c/o Rocklinc Investment Partners Inc.  4200 South Service Road, Suite 102  Burlington, Ontario  L7L 4X5  Attention: Jonathan Wellum  tel: 905.631.5462  email: jwellum@rocklinc.com</p> <p><b>For more information about prospectus exemptions, contact your local securities regulator. You can find contact information at <a href="http://www.securities-administrators.ca">www.securities-administrators.ca</a>.</b></p>		

**SCHEDULE “B”**  
**CERTIFICATE OF SUBSCRIBER’S AGENT**

**[To be completed if Subscriber is a client of another registered dealer or of another adviser with full discretionary authority (the “Subscriber’s Agent”).]**

By submitting this completed Subscription Agreement to the Manager, the Subscriber’s Agent hereby acknowledges and confirms that it has fulfilled all relevant “know-your-client” and suitability obligations that it owes to the Subscriber and all identification and investor information collection obligations under anti-money laundering and anti-terrorist financing legislation. The Subscriber’s Agent also agrees to provide any information requested by the Manager to assist it in discharging its obligations under such laws.

Specifically, the Subscriber’s Agent represents and covenants that:

- (i) it has delivered a copy of the Offering Memorandum to the Subscriber;
- (ii) if the Subscriber has completed Schedule “A”, it has taken appropriate steps to ensure that the Subscriber is an accredited investor;
- (iii) it does not keep anonymous accounts or accounts in obviously fictitious names;
- (iv) it has identified, verified and recorded the identity of the Subscriber as required by anti-money laundering and anti-terrorist financing legislation in Canada;
- (v) in the event that it is unable to verify the identity of the underlying Subscriber, it will inform the Manager as soon as it is reasonably practicable, if permitted by law;
- (vi) it has verified the Subscriber’s source of funds to the best of its knowledge and it is not aware and has no reason to suspect that such funds have been derived from any illegal activities;
- (vii) it understands that the units are considered issued in client-name for purposes of FATCA and CRS compliance, and as a result, it is required to discharge the due diligence obligations in respect of the Subscriber;
- (viii) it has, in regards to its obligation described in paragraph (vii) above, collected the FATCA & CRS Self-Certification from the Subscriber prior to the receipt by the Manager of this completed Subscription Agreement, and it has completed Schedule “B-1” in a manner that is consistent with the contents of the FATCA & CRS Self-Certification;
- (ix) it will, in regards to its obligation described in paragraph (vii) above, obtain a new FATCA & CRS Self-Certification (the “**Updated FATCA & CRS Self-Certification**”) from the Subscriber immediately upon discovering or having reason to believe that the information contained in Schedule “B-1” as provided previously to the Manager is incorrect (the “**Relevant Time**”), and shall provide the Manager with an updated Schedule “B-1” that accurately reflects the contents of the Updated FATCA & CRS Self-Certification within 30 calendar days of the Relevant Time;
- (x) it will provide to the Manager all information and documentation regarding the Subscriber as the Manager may reasonably request from time to time in order for the Manager to comply with its obligations under FATCA and CRS;
- (xi) for Subscribers that are trusts with at least one discretionary beneficiary, it has appropriate procedures in place to be notified when a distribution is made to a discretionary beneficiary of the Subscriber in a given year to enable the trustee to disclose such beneficiary as a controlling person of the Subscriber, and upon such notification: (i) forthwith request an Updated FATCA & CRS Self-Certification from the Subscriber and (ii) provide the Manager with an updated Schedule “B-1” that accurately reflects the contents of the Updated FATCA & CRS Self-Certification within 30 calendar days of the notification;
- (xii) it understands that its failure to comply with paragraphs (vii) to (xi) above may result in the Fund being subject to penalties, and hereby agrees to indemnify the Fund in respect of any such penalties assessed on the Fund;
- (xiii) it will maintain all necessary records on transactions for the Subscriber and it will keep records on client identification, account files and business correspondence relating to the Subscriber for at least seven (7) years after the Subscriber’s account is closed; and
- (xiv) it will provide supporting documentation to the Manager on file relating to the Subscriber if requested by the Manager.

\_\_\_\_\_  
Name of Subscriber’s Agent and Dealer Number

**X**

\_\_\_\_\_  
Signature of Subscriber’s Agent

Date: \_\_\_\_\_

\_\_\_\_\_  
Name of Account Representative and Rep Number



The Subscriber hereby acknowledges that the Subscriber’s Agent may receive a trailing commission in respect of the Units purchased by the Subscriber.

The Subscriber agrees to provide information to the Manager as it may request from time to time for the purpose of complying with applicable securities laws and AML even though the Manager may be relying on the Subscriber’s Agent to collect such information at first instance. The Subscriber hereby authorizes the Manager (i) to provide information to the Subscriber’s Agent regarding the Subscriber’s Unitholdings from time to time and (ii) to rely on and accept instructions from the Subscriber’s Agent on the Subscriber’s behalf in connection with subsequent purchases, redemptions and transfers of Units and agrees to indemnify each of the Fund and the Manager against all losses, claims, costs, expenses and damages or liabilities which it may suffer or incur arising from the reliance of the Manager on any improper instructions provided by the Subscriber’s Agent.

**X** \_\_\_\_\_

Signature of Subscriber

**X** \_\_\_\_\_

Signature of Co-Subscriber (if applicable)

**If the Subscriber and the Subscriber’s Agent complete this Schedule “B”, the Subscriber DOES NOT need to complete Schedule “C”, Schedule “D”, Schedule “E”, Schedule “F” or Schedule “G”, Schedule “H” or Schedule “K”, and DOES NOT need to provide a FATCA & CRS Self-Certification.**

**SCHEDULE “B-1”**

**Status of Subscriber for FATCA and CRS Purposes**

The Subscriber is reportable for FATCA purposes:  Yes  No

If “YES”, please provide the following information:

- Residence Address: \_\_\_\_\_
- U.S. TIN: \_\_\_\_\_
- Canadian TIN: \_\_\_\_\_
- Date of Birth: \_\_\_\_\_

If “YES” and the Subscriber is a passive NFFE that is controlled by one or more specified U.S. persons, please:

- Provide the following information on the Subscriber’s controlling person that is a specified U.S. person:
  - ❖ Residence Address: \_\_\_\_\_
  - ❖ U.S. TIN: \_\_\_\_\_
  - ❖ Canadian TIN: \_\_\_\_\_
  - ❖ Date of Birth: \_\_\_\_\_
  - ❖ Type of Controlling Person: \_\_\_\_\_
- If the Subscriber has more than one controlling person that is a specified U.S. person, provide the above information for each of the remaining controlling persons that are specified U.S. persons on a separate page.

The Subscriber is reportable for CRS purposes:  Yes  No

If “YES”, please provide the following information:

- Residence Address: \_\_\_\_\_
- Jurisdiction(s) of Residence for Tax Purpose and Subscriber’s foreign TIN for each such jurisdiction:  
\_\_\_\_\_
- Canadian TIN: \_\_\_\_\_
- Date of Birth: \_\_\_\_\_

If “YES” and the Subscriber is a passive NFE that is controlled by one or more reportable persons, please:

- Provide the following information on the Subscriber’s controlling person that is a reportable
  - ❖ Residence Address: \_\_\_\_\_
  - ❖ Jurisdiction(s) of Residence for Tax Purpose and Subscriber’s foreign TIN for each such jurisdiction:  
\_\_\_\_\_
  - ❖ Canadian TIN: \_\_\_\_\_
  - ❖ Date of Birth: \_\_\_\_\_
  - ❖ Type of Controlling Person: \_\_\_\_\_
- If the Subscriber has more than one controlling person that is reportable, provide the above information for each of the remaining controlling persons that are reportable on a separate page.

**SCHEDULE "C"**

**KNOW-YOUR-CLIENT INFORMATION**

**[To be completed and initialled by Subscriber if purchasing Units directly from the Manager (unless the Subscriber is a registered firm, a Canadian financial institution or a Schedule III bank, or is otherwise a permitted client that has completed Schedule "E").]**

<b>Annual Income</b> (average past two years)	<b>Net Worth</b>	<b>Investable Assets</b> (non-RRSP)
<input type="checkbox"/> Under \$100,000	<input type="checkbox"/> Under \$100,000	<input type="checkbox"/> Under \$100,000
<input type="checkbox"/> \$100,000-\$199,999	<input type="checkbox"/> \$100,000-\$249,999	<input type="checkbox"/> \$100,000-\$249,999
<input type="checkbox"/> \$200,000-\$299,999	<input type="checkbox"/> \$250,000-\$499,999	<input type="checkbox"/> \$250,000-\$999,999
<input type="checkbox"/> \$300,000-\$499,999	<input type="checkbox"/> \$500,000-\$999,999	<input type="checkbox"/> \$500,000-\$999,999
<input type="checkbox"/> \$500,000 or more	<input type="checkbox"/> \$1,000,000 - \$4,999,999	<input type="checkbox"/> \$1,000,000-\$4,999,999
	<input type="checkbox"/> \$5,000,000 or more	<input type="checkbox"/> \$5,000,000 or more

Spouse's Annual Income: \$ _____	Spouse's Net Worth: \$ _____	Spouse's Investable Assets: \$ _____
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**Investment Knowledge\***  
(please choose only one)

High/Expert  
 Good  
 Limited  
 Nil

**Knowledge of Alternative  
Investment Products**

Subscriber is invested in other hedge fund products?  
 Yes  
 No

**Other Investments Held**  
(check all that apply)

Bonds/Other Fixed Income  
 Mutual Funds  
 ETFs  
 Mortgages  
 Term Deposits  
 Stocks  
 Real Estate  
 Approximate value of other investments held: \$ \_\_\_\_\_

**\*Investment Knowledge**  
**Limited** – you have only invested in simple securities such as savings bonds or well-known common shares largely based on the advice of others.  
**Good** – you have either traded in or have some knowledge of the basic characteristics of both fixed income securities and common shares, as well as a basic understanding of the degree of risk and reward inherent in these types of securities.  
**High/Expert** – you have a good business background, follow the markets regularly and have traded in and understand most types of investment securities.

**Investment Objectives (of this investment)**  
(check all that apply)

Safety  
 Income  
 Balanced  
 Growth  
 Aggressive Growth

**Risk Tolerance\***

Low  
 Moderate  
 High

**\*Risk Tolerance – this is your willingness to accept risk**  
**Low** – safety of capital with an expectation of small return.  
**Moderate** – moderate asset fluctuation but with higher return or potential losses.  
**High** – higher fluctuations with significant potential for loss or gain.

**Liquidity**

Subscriber needs instant access to their investment:  
 Yes  
 No

**Risk Capacity**

What is your capacity to endure potential financial loss over the time horizon of this investment (maximum percentage loss of this investment): \_\_\_\_\_%\*

\*While we will use this information in assessing suitability of this investment at the time of the investment, there is no guarantee regarding performance of the Partnership and potential losses.

Do you understand the concept of **risk and return**\*?  No  Yes

\*One way to gauge risk is to look at how much an investment's returns change over time. This is called volatility. In general, investments with higher volatility will have returns that change more over time. They typically have a greater chance of decreasing in value and may have a greater chance of higher returns. Investments with lower volatility tend to have returns that change less over time. They typically have lower returns and may have a lower chance of decreasing in value.



## SCHEDULE “D”

### TRUSTED CONTACT PERSON INFORMATION

***[To be completed by the Subscriber if an individual.]***

**TO:** Rocklinc Investment Partners Inc. (the “**Manager**”)

Canadian securities laws require the Manager to ask you for the name and contact information for a person that you trust and who is familiar with your personal circumstances (a “**Trusted Contact Person**” or “**TCP**”), so that the Manager may contact your TCP to assist it in protecting your financial interests and assets in certain circumstances.

You must immediately let the Manager know of any change in your TCP’s contact information and you can change your TCP at any time by contacting the Manager and completing the TCP change process. You are not required to provide the Manager with the name and contact information of a TCP but if you do, you confirm to the Manager that you have your TCP’s permission to give the Manager this information and your TCP has agreed to act in this capacity.

The Manager may contact your TCP if it notices signs of financial exploitation or if you exhibit signs of diminished mental capacity which the Manager believes may affect your ability to make financial decisions relating to your account(s). The Manager may also contact your TCP to confirm your contact information if it is unsuccessful in contacting you after repeated attempts, particularly if the Manager’s failure to contact you is unusual. The Manager may also ask the TCP to confirm the name and contact information of a legal representative such as an attorney under a power of attorney. Unlike a legal representative, a Trusted Contact Person has no authority to make decisions about your account. The Manager will not accept instructions on your account from the Trusted Contact Person unless he or she is also your legal representative. You consent to the Manager contacting your TCP in the foregoing circumstances.

The Manager may stop or refuse transactions on your account or even place a hold on your account, including in the circumstances noted below, until the Manager have taken the steps necessary to ensure that it has complied with its legal and regulatory obligations in respect of your account. The Manager may share its concerns with its affiliates, including any actions it may take.

If the Manager reasonably believes that you are vulnerable and are the subject or target of financial exploitation or that you are experiencing diminished mental capacity which may affect your ability to make financial decisions, the Manager may place a temporary hold on your account or a particular transaction. The Manager will provide you with a verbal or written notice of the temporary hold and the reasons for placing the hold. The Manager will regularly review the facts around placing the temporary hold to assess whether the temporary hold should continue. The Manager may contact your TCP to discuss its reasons for placing or lifting the temporary hold and seek the TCP’s assistance to resolve the matter.

This section, and your consent, will remain valid unless revoked by you in writing.

<b>Name of Subscriber to which this Trusted Contact relationship applies:</b> _____		
<b>Name of Trusted Contact (Full legal name):</b> _____		
<b>Relationship of Trusted Contact to Subscriber:</b> _____		
<b><u>Contact information of Trusted Contact:</u></b>		
_____		
Primary Residential Address		
_____	_____	_____
Home Phone	Business Phone	Cell Phone
_____		
Email address		

**Signature of  
Subscriber:**

**X**

\_\_\_\_\_

**Date:**

\_\_\_\_\_

## SCHEDULE “E”

### PERMITTED CLIENT SUITABILITY WAIVER

***[To be completed, initialed and signed by Subscriber if purchasing Units directly from the Manager and the Subscriber is a Permitted Client that does not wish to provide the know-your-client information set out in Schedule “C”.]***

**TO:** Rockline Investment Partners Inc. (the “**Manager**”)

In connection with the purchase by the undersigned purchaser (the “**Subscriber**”) of units (the “**Units**”) of Rockline Partners Fund (the “**Fund**”), the Subscriber (or the signatory on behalf of the Subscriber) certifies for the benefit of the Manager that the Subscriber is a permitted client within the meaning of National Instrument 31-103 – *Registration Requirements, Exemptions and Ongoing Registrant Obligations* (“**NI 31-103**”), and hereby (i) requests that the Manager not make suitability determinations for the Subscriber’s account and its investment in the Fund and (ii) unless the Subscriber is an individual, acknowledges that the Manager is not obligated to provide all of the disclosure and reporting required by Part 14 of NI 31-103 or to provide an independent dispute resolution service. Specifically, the Subscriber is:

**PLEASE CHECK THE BOX OF THE APPLICABLE CATEGORY AND INITIAL:**

- \_\_\_\_ (a) a Canadian financial institution or a Schedule III bank;
- \_\_\_\_ (b) the Business Development Bank of Canada incorporated under the *Business Development Bank of Canada Act* (Canada);
- \_\_\_\_ (c) a subsidiary of any person or company referred to in paragraph (a) or (b), if the person or company owns all of the voting securities of the subsidiary, except the voting securities required by law to be owned by directors of the subsidiary;
- \_\_\_\_ (d) a person or company registered under the securities legislation of a jurisdiction of Canada as an adviser, investment dealer, mutual fund dealer or exempt market dealer;
- \_\_\_\_ (e) a pension fund that is regulated by either the federal Office of the Superintendent of Financial Institutions or a pension commission or similar regulatory authority of a jurisdiction of Canada or a wholly-owned subsidiary of such a pension fund;
- \_\_\_\_ (f) an entity organized in a foreign jurisdiction that is analogous to any of the entities referred to in paragraphs (a) to (e);
- \_\_\_\_ (g) the Government of Canada or a jurisdiction of Canada, or any Crown corporation, agency or wholly-owned entity of the Government of Canada or a jurisdiction of Canada;
- \_\_\_\_ (h) any national, federal, state, provincial, territorial or municipal government of or in any foreign jurisdiction, or any agency of that government;
- \_\_\_\_ (i) a municipality, public board or commission in Canada and a metropolitan community, school board, the Comité de gestion de la taxe scolaire de l’île de Montréal or an intermunicipal management board in Québec;
- \_\_\_\_ (j) a trust company or trust corporation registered or authorized to carry on business under the *Trust and Loan Companies Act* (Canada) or under comparable legislation in a jurisdiction of Canada or a foreign jurisdiction, acting on behalf of a managed account managed by the trust company or trust corporation, as the case may be;
- \_\_\_\_ (k) a person or company acting on behalf of a managed account managed by the person or company, if the person or company is registered or authorized to carry on business as an adviser or the equivalent under the securities legislation of a jurisdiction of Canada or a foreign jurisdiction;
- \_\_\_\_ (l) an investment fund if one or both of the following apply:
  - (i) the fund is managed by a person or company registered as an investment fund manager under the securities legislation of a jurisdiction of Canada;

(ii) the fund is advised by a person or company authorized to act as an adviser under the securities legislation of a jurisdiction of Canada;

- \_\_\_\_\_ (m) in respect of a dealer, a registered charity under the *Income Tax Act* (Canada) that obtains advice on the securities to be traded from an eligibility adviser, as defined in section 1.1 of NI 45-106, or an adviser registered under the securities legislation of the jurisdiction of the registered charity;
- \_\_\_\_\_ (n) in respect of an adviser, a registered charity under the *Income Tax Act* (Canada) that is advised by an eligibility adviser, as defined in section 1.1 of NI 45-106, or an adviser registered under the securities legislation of the jurisdiction of the registered charity;
- \_\_\_\_\_ (o) **an individual who beneficially owns financial assets (as defined in Schedule “A”) having an aggregate realizable value that, before taxes but net of any related liabilities, exceeds \$5 million;**
- \_\_\_\_\_ (p) a person or company that is entirely owned by an individual or individuals referred to in paragraph (o), who holds the beneficial ownership interest in the person or company directly or through a trust, the trustee of which is a trust company or trust corporation registered or authorized to carry on business under the *Trust and Loan Companies Act* (Canada) or under comparable legislation in a jurisdiction of Canada or a foreign jurisdiction;
- \_\_\_\_\_ (q) **a person or company, other than an individual or an investment fund, that has net assets (as defined in Schedule “A”) of at least \$25 million as shown on its most recently prepared financial statements;**
- \_\_\_\_\_ (r) a person or company that distributes securities of its own issue in Canada only to persons or companies referred to in paragraphs (a) to (q);

***This next question must be answered by Permitted Clients other than registered firms, Canadian financial institutions (as defined in Schedule “A”) and Schedule III banks:***

Is the Subscriber an insider\* of a reporting issuer or other issuer whose securities are publicly traded?  Yes  
 No

If Yes, provide name(s) of issuer(s): \_\_\_\_\_

\* An “insider” includes:

- (1) a director or officer of an issuer;
- (2) a director or officer of a person who or company that is itself an insider or subsidiary of an issuer; and
- (3) a person or company that has:
  - (A) beneficial ownership of, or control or direction over, directly or indirectly; or
  - (B) a combination of beneficial ownership of and control or direction over, directly or indirectly; securities of an issuer carrying more than 10% of the voting rights attached to all the issuer’s outstanding voting securities, excluding, for the purpose of the calculation of the percentage held, any securities held by the person or company as underwriter in the course of a distribution.

Signature: **X** \_\_\_\_\_

Name of Subscriber: \_\_\_\_\_



SCHEDULE "F"

ENTITY CERTIFICATE

[To be completed and signed by Subscriber if purchasing Units directly from the Manager and the Subscriber is not an individual.]

TO: Rockline Investment Partners Inc. (the "Manager")
RE: Subscription for Units of Rockline Partners Fund (the "Fund")

I, \_\_\_\_\_ [Name of Signatory],
of \_\_\_\_\_ [Name of Entity] (the "Entity"),
do hereby certify for and on behalf of the Entity, but without personal liability, to the best of my knowledge, as follows:

[NOTE: If the Subscriber has previously provided the following information in connection with a prior purchase of Units of the Fund or of interests in another investment fund managed by the Manager, and there has been no change to the information previously provided, simply check the box at the bottom of this Schedule "F" and sign without completing items 1 to 8.]

- 1. I am the \_\_\_\_\_ [Title] of the Entity, and as such have knowledge of the matters certified to herein and have the power to bind the Entity;
2. the primary business of the Entity is: \_\_\_\_\_
3. the Entity is not insolvent and no acts or proceedings have been taken by or against the Entity or are pending in connection with the Entity, and the Entity is not in the course of, and has not received any notice or other communications, in each case, in respect of, any amalgamation, dissolution, liquidation, insolvency, bankruptcy or reorganization involving the Entity, or for the appointment of a receiver, administrator, administrative receiver, trustee or similar officer with respect to all or any of its assets or revenues or of any proceedings to cancel its constating certificate or declaration or to otherwise terminate its existence or of any situation which, unless remedied, would result in such cancellation or termination;
4. the Entity has not failed to file such returns, pay such taxes, or take such steps as may constitute grounds for the cancellation or forfeiture of its certificate, declaration or existence;
5. attached to this certificate are true copies of the articles of incorporation and by-laws, declaration of trust, partnership agreement and/or other constating documents of the Entity (plus, in the case of a corporation, a certificate of corporate status or other record that confirms the corporation's existence, for example, a record that has to be filed annually under provincial securities legislation, the corporation's published annual report signed by an independent audit firm, a letter or a notice of assessment for a corporation from a municipal, provincial, territorial or federal government received within the past 12 months);
6. the name(s) of the current director(s) or managing partner(s), or the name(s) and address(es) of the current trustee(s), of the Entity are listed below: [Insert Names and Addresses - attach separate sheet if necessary]

Table with 2 columns: Name, Address. Three rows for listing directors/managing partners or trustees.

7. the name and address of each individual who

- in the case of an Entity that is a corporation, owns or controls directly or indirectly (i) 25% or more of the voting shares of the corporation or (ii) 25% or more of the total equity of the corporation,
- in the case of an Entity that is a trust, is a settlor or a beneficiary, and
- in the case of any other Entity, owns or controls directly or indirectly 25% or more of the interests in the Entity or otherwise exercises control over the affairs of the Entity

is listed below: *[Insert Names and Addresses – attach separate sheet if necessary, together with documentary evidence of ownership]*

Name	Address
Name	Address
Name	Address

8. the names, titles and signatures of individuals who have the power to provide instructions to the Manager and Administrator on behalf of the Subscriber are as follows:

Name	Title	Signature
Name	Title	Signature
Name	Title	Signature
Name	Title	Signature

**[A Schedule “G” (including Schedule “G-1”, if applicable) must be completed for the individual signing at the bottom of this Schedule “F” and for each individual authorized to provide instructions, however if there are more than three such persons, a Schedule “G” (including Schedule “G-1”, if applicable) need only be completed by three of them.]**

Check the following box if the above information has already been provided in connection with a prior purchase of Units of the Fund or of interests in another investment fund managed by the Manager and there has been no change to the information previously provided:

Date of previous subscription: \_\_\_\_\_

Name of other fund, if applicable: \_\_\_\_\_

**IN WITNESS WHEREOF** I have hereunto signed my name at \_\_\_\_\_ *[Insert City]* this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[Insert Date]*.

**X**

\_\_\_\_\_  
 Name:  
 Title:  
 I have authority to bind the Entity

**SCHEDULE “G”**

**INDIVIDUAL IDENTIFICATION**

***[To be completed and signed by Subscriber (if an individual), or by individual signatories signing on behalf of the Subscriber, if the Subscriber is purchasing Units directly from the Manager for the first time.]***

**TO:** Rockline Investment Partners Inc. (the “**Manager**”)

In order to assist the Manager in discharging client identification obligations under anti-money laundering and anti-terrorism legislation, the Subscriber, if an individual, or each signatory, if the Subscriber is not an individual, either:

***[check Option 1, 2 or 3 and bring or attach necessary documentation]***

**Option 1**

The individual has attended in person before an officer or employee of the Manager and has produced and allowed the Manager to make a photocopy of one of the following authentic, valid and current government-issued photo identification documents: ***[check one]***

driver’s license; or  passport; or

other acceptable government-issued photo identity document, namely

\_\_\_\_\_ ***[describe document]***

in the name of \_\_\_\_\_ ***[individual name]***

***[To be completed by Manager:]***

Name of Individual: \_\_\_\_\_

Document No. \_\_\_\_\_

Place of Issue: \_\_\_\_\_ ***[city, province, country]***

Date of Expiry: \_\_\_\_\_ ***[document must NOT be expired]***

Examined by: \_\_\_\_\_ ***[name of employee of Manager]***

Date: \_\_\_\_\_

**Option 2**

The individual has not attended in person and hereby authorizes the Manager to utilize information provided by the Subscriber to conduct a credit file search in order to comply with legal requirements and in this regard has completed **Schedule “G-1”**.

**Option 3**

The individual has not attended in person and hereby attaches copies (ie. fax, photocopy, scan, or electronic image) of the following valid and current documents from separate reliable and independent sources: ***[Check two of the following boxes and bring or attach necessary documentation]***

Document or information from a reliable source that contains the individual’s **name and date of birth** (eg. CPP statement of contributions, original birth certificate, marriage certificate, insurance documents); and/or

Document or information from a reliable source that contains the individual’s **name and address** (eg. CRA notice of assessment, T4, utility bill); and/or

Document or information that contains the individual’s **name and confirms that he or she has a deposit account, prepaid payment product account, or credit card or other loan account with a financial entity** (eg. credit card statement, bank statement)

***\*Note: To be an original document for this purpose, the document can be an original paper or electronic document, but cannot be photocopied, faxed or digitally scanned.***

**Signature:** X \_\_\_\_\_

**Date:** \_\_\_\_\_

**SCHEDULE "G-1"**

**AUTHORIZATION TO CONDUCT CREDIT FILE SEARCH**

The undersigned hereby authorizes Rockline Investment Partners Inc. to utilize information provided by the undersigned to conduct a credit file search in order to comply with anti-money laundering and/or anti-terrorist financing responsibilities under the laws of Canada.

Full Name of Individual Subscriber or Signatory: \_\_\_\_\_

Birth Date (YYYY/MM/DD): \_\_\_\_\_

Last 4 digits of Social Insurance Number: \_\_\_\_\_

Full Street Address: \_\_\_\_\_

City, Province, Postal Code: \_\_\_\_\_

Residential Telephone Number: \_\_\_\_\_

**Signature:**      **X** \_\_\_\_\_

**Date:** \_\_\_\_\_

**SCHEDULE “H”**

**POLITICALLY EXPOSED PERSON / HEAD OF INTERNATIONAL ORGANIZATION  
DETERMINATION**

***[To be completed and signed by Subscriber (if an individual) purchasing Units directly from the Manager.]***

**TO:** Rockline Investment Partners Inc. (the “**Manager**”)

**a) Foreign Politically Exposed Person Determination**

Are you a foreign politically exposed person\* (FPEP), or are you a family member\* or a close associate\* (for personal or business reasons) of a FPEP?  Yes  No

If yes, please provide details: \_\_\_\_\_

**b) Domestic Politically Exposed Person Determination**

Are you a domestic politically exposed person\* (DPEP), or are you a family member\* or a close associate\* (for personal or business reasons) of a DPEP?  Yes  No

If yes, please provide details: \_\_\_\_\_

**c) Head of International Organization**

Are you a head of an international organization\* (HIO), or are you a family member\* or a close associate\* (for personal or business reasons) of a HIO?  Yes  No

If yes, please provide details: \_\_\_\_\_

**\* DEFINITIONS**

“**close associate**” can be an individual who is closely connected to a politically exposed person (“**PEP**”) or head of an international organization (“**HIO**”) for personal or business reasons. Some examples of relationships that could indicate a close association for personal or business reasons could include, but are not limited to, a person who is: a) business partners of, or who beneficially owns or controls a business with, a PEP or HIO, b) in a romantic relationship with a PEP or HIO, c) involved in financial transactions with a PEP or a HIO, d) a prominent member of the same political party or union as a PEP or HIO, e) serving as a member of the same board as a PEP or HIO; f) closely carrying out charitable works with a PEP or HIO; or g) listed as joint on a policy where one of the holders may be a PEP or HIO.

“**domestic politically exposed person**” or “**domestic PEP**” means an individual that holds, or has held within the last five years, one of the following offices or positions in or on behalf of the Canadian federal government, a Canadian provincial government or a Canadian municipal government:

- A Governor General, lieutenant governor or head of government;

- A member of the Senate or House of Commons or member of a legislature;
- A deputy minister (or equivalent rank);
- An ambassador or an ambassador's attaché or counsellor;
- A military officer (with rank of general or above);
- A president of a corporation that is wholly owned directly by Her Majesty in right of Canada or a province;
- A head of a government agency;
- A judge of an appellate court in a province, the Federal Court of Appeal or the Supreme Court of Canada;
- A leader or president of a political party represented in a legislature; or
- A mayor (the classification of mayor captures the head of a city, town, village, or rural or metropolitan municipality, regardless of the size or population).

An individual ceases to be a domestic PEP five years after they have left office or five 5 years after they are deceased.

**“family member”** means a mother, father, biological or adoptive child, brother, sister, half-brother, half-sister, spouse or common-law partner, ex-spouse or ex-common-law partner, or spouse's or common-law partner's mother or father.

**“foreign politically exposed person”** or **“foreign PEP”** means an individual that holds, or has held, one of the following offices or positions in or on behalf of a foreign country:

- A head of state or government;
- A member of the executive council of government or a member of a legislature;
- A deputy minister (or equivalent rank);
- An ambassador or an ambassador's attaché or counsellor;
- A military officer (with rank of general or above);
- A president of a state-owned company or bank;
- A head of a government agency;
- A judge of a supreme court, constitutional court or other court of last resort; or
- A leader or president of a political party represented in a legislature.

Once an individual is determined to be a foreign PEP, they remain a foreign PEP forever (including deceased PEPs).

**“head of an international organization”** is an individual who currently holds or has held within the last five years the specific office or position of head of an international organization and the international organization that they head or were head of is either (a) an international organization established by the governments of states or (b) an institution established by an international organization. This would be the primary person who leads that organization, for example a president or CEO. An individual ceases to be a head of an international organization five years after they are no longer the head of the international organization or institution or five years after they are deceased.

**“international organization”** is an organization set up by the governments of more than one member country, has activities in several countries, and is bound by a formal agreement among member countries. An international organization has its own legal status, and it is an entity that is distinct from the member countries. Looking at how an organization was established will help determine if it is an international organization. For example, if the organization was established by a formally signed agreement between the governments of more than one country, then it is likely an international organization, and the head of that organization is a HIO.

**SCHEDULE “I”**

**STANDING INSTRUCTIONS REGARDING INTERIM AND ANNUAL FINANCIAL STATEMENTS**

***[To be completed and signed by all Subscribers.]***

**TO:** Rockline Partners Fund (the “**Fund**”)  
c/o Rockline Investment Partners Inc. (the “**Manager**”)

I acknowledge that I am entitled to, but may choose not to, receive annual financial statements and interim financial statements regarding the Fund.

Currently, I have chosen not to receive a copy of the annual or interim financial statements in respect of the Fund. The Manager will continue to follow these standing instructions until I inform the Manager of a change in such standing instructions.

Should I choose to change this standing instruction, I will tick one or both boxes below and execute this **Schedule “I”** where indicated. If I do not tick one of the boxes below, the Manager will deem me to have instructed the Manager not to deliver interim or annual financial statements.

- I would like to receive the annual financial statements.
- I would like to receive the interim financial statements.

I also acknowledge that if I have chosen to receive financial statements, the Manager proposes to send them to me electronically. The Manager also proposes to send me an electronic reminder of my instructions, and so I have completed Schedule “J” Consent to Electronic Delivery of Documents.

***[NTD: Please note that if you obtain opt-outs from investors, you must also send them annual reminders.]***

**X** \_\_\_\_\_  
Signature of Subscriber

**X** \_\_\_\_\_  
Signature of Co-Subscriber (if applicable)

**SCHEDULE “J”**  
**CONSENT TO ELECTRONIC DELIVERY OF DOCUMENTS**

**[To be completed and signed by all Subscribers.]**

**TO:** Rocklinc Investment Partners Inc. (the “**Manager**”)

I have read and understand this “Consent to Electronic Delivery of Documents” and consent to the electronic delivery of the documents listed below that the Manager elects to deliver to me electronically, all in accordance with my instructions below.

1. The following documents may be delivered electronically pursuant to this consent:
  - a. Trade confirmations in respect of purchase of units of Rocklinc Partners Fund (the “**Fund**”) where the Manager acts as exempt market dealer for the trade;
  - b. Audited annual financial statements for the Fund (if requested);
  - c. Unaudited interim financial statements for the Fund (if requested);
  - d. Notice reminding me of the standing instructions I have provided to the Manager about my preference to receive or not receive the Fund’s financial statements;
  - e. Monthly unaudited financial information about the Fund’s Net Asset Value per Unit; and
  - f. Such other statements, reports or investment commentary as may be required by law or as the Manager may choose to provide.
2. All documents delivered electronically will be delivered by e-mail to the address listed on page 8.
3. I acknowledge that I may receive from the Manager a paper copy of any documents delivered electronically at no cost if I contact the Manager by telephone, regular mail or electronic mail at:

Rocklinc Investment Partners Inc.  
4200 South Service Road, Suite 102  
Burlington, Ontario L7L 4X5  
Attention: Jonathan Wellum  
tel: 905.631.5462  
email: jwellum@rocklinc.com
4. I understand that I will be provided with a paper copy of any documents delivered electronically if electronic delivery fails.
5. I understand that my consent may be revoked or changed, including any change in the electronic mail address to which documents are delivered (if I have provided an electronic mail address), at any time by notifying the Manager of such revised or revoked consent by telephone, regular mail or electronic mail at the contact information listed in #3 above.
6. I understand that I am not required to consent to electronic delivery.
7. It is my express wish that the documents to be delivered under this consent be drawn up exclusively in English. *Il est de mon souhait exprès que les documents à remettre selon ce Formulaire de Consentement soient rédigés exclusivement en anglais.*

**In addition to the above, I understand that as a result of my investment in the Fund, I will receive email correspondence from the Manager (or from the Fund’s administrator or other service provider on behalf of the Manager) from time to time, including investment reports, promotional emails and other commercial electronic messages, even after I am no longer invested in the Fund. I also understand that I may withdraw my consent to receiving such communications unrelated to my investment in the Fund by contacting the Manager at the address above.**

	Yes	No
I wish to receive email copies of the documents referred to in paragraph 1 above:	<input type="checkbox"/>	<input type="checkbox"/>
I consent to receiving reports, promotional emails and other commercial electronic messages from the Manager or from other service providers on behalf of the Manager:	<input type="checkbox"/>	<input type="checkbox"/>

**X** \_\_\_\_\_  
Signature of Subscriber

**X** \_\_\_\_\_  
Signature of Co-Subscriber (if applicable)



**SCHEDULE “K”**

**SUBSCRIBER THAT IS A TRUST WITH AT LEAST ONE DISCRETIONARY BENEFICIARY**

***[To be completed and signed by Subscriber if it is a trust with at least one discretionary beneficiary.]***

**TO:** Rockline Investment Partners Inc. (the “**Manager**”)

If the Subscriber makes a direct or indirect distribution (the “**Distribution**”) to a discretionary beneficiary of the Subscriber, the Subscriber hereby agrees to promptly notify the Manager so that the Manager may provide the Subscriber with a form regarding the Subscriber’s FATCA and CRS tax status (the “**Self-Certification Form**”). The Subscriber shall return to the Manager, within 30 days of the Distribution, the properly completed Self-Certification Form.

The Subscriber hereby agrees that its failure to comply with the foregoing may result in compulsory redemption or withdrawal of the Subscriber from Rockline Partners Fund.

**X** \_\_\_\_\_  
Signature of Subscriber

**X** \_\_\_\_\_  
Signature of Co-Subscriber (if applicable)

\_\_\_\_\_  
Name of Subscriber

\_\_\_\_\_  
Name of Co-Subscriber (if applicable)

\_\_\_\_\_  
Title of Signatory of Subscriber

\_\_\_\_\_  
Title of Signatory of Co-Subscriber (if applicable)

## SCHEDULE “L”

### PRIVACY POLICY

#### ROCKLINC INVESTMENT PARTNERS INC.

The privacy of our investors is very important to us. Set forth below are our policies with respect to personal information of subscribers, investors and former investors that we collect, use and disclose. In connection with the offering and sale of units (the “Units”) of Rockline Partners Fund (the “Fund”), we collect and maintain personal information about subscribers. The types of personal information collected by us on any individual may include their name, residential address or other contact details, signature, nationality, place and date of birth, tax status, tax ID, bank account details, source of funds and/or source of wealth details. We collect their personal information to enable us to provide them with services in connection with their investment in the Fund, to meet legal and regulatory requirements and for any other purpose to which they may consent in the future. Their personal information is collected from the following sources:

- (a) subscription agreements or other forms that they submit to us;
- (b) their transactions with us and our affiliates; and
- (c) meetings and telephone conversations with them.

Unless a subscriber otherwise advises, by providing us with their personal information they have consented to our collection, use and disclosure of their information as provided herein. We collect and maintain their personal information for the following purposes:

- (a) to give them the best possible service and allow us to establish their identity;
- (b) for the processing of subscriptions, transfers and distributions;
- (c) protect us from error and fraud;
- (d) comply with the applicable laws and regulations (eg. anti-money laundering rules requiring verification of identity; and tax transparency reporting under FATCA and CRS) and assess their eligibility in our products; and
- (e) for ongoing communication with them.

We may disclose their personal information to third parties, when necessary, and to our affiliates in connection with the services we provide related to their subscription for Units of the Fund, including:

- (a) financial service providers, such as banks and others used to finance or facilitate transactions by, or operations of, the Fund;
- (b) other service providers to the Fund, such as accounting, legal, or tax preparation services; and
- (c) taxation and regulatory authorities and agencies.

Personal information may be processed by service providers in foreign countries and it may be accessible to law enforcement and security regulatory authorities of those jurisdictions. By doing business with us, investors are consenting to their personal information being processed outside of Canada. We seek to carefully safeguard their private information and, to that end, restrict access to personal information about them to those employees and other persons who need to know the information to enable us to provide services to them. Each Rockline Investment Partners Inc. employee is responsible for ensuring the confidentiality of all personal information they may access.

Investors’ personal information is only retained and used by us to the extent reasonably necessary for the purposes stated above. Statutory retention periods may require that such personal information be retained for a specific period of time after a relationship comes to an end (eg. when an investor has fully withdrawn) or an incipient relationship is not commenced (eg. if a potential investor's subscription is not accepted), and generally it will be prudent for us to retain personal information relating to any relationship until the relevant limitation periods for claims have expired.

Investors’ personal information is maintained on our networks or on the networks of our service providers and are accessible at 4200 South Service Road, Suite 102, Burlington, Ontario L7L 4X5. Personal information may also be stored on a secure off-site storage facility. An investor may access their personal information to verify

its accuracy, to withdraw their consent to any of the foregoing collections, uses and/or disclosures being made of their personal information and may update their information by contacting Rocklinc Investment Partners Inc. at the following number: (905) 631-5462. Please note that an investor's ability to participate in the Fund may be impacted should they withdraw their consent to the collection, use and disclosure of their personal information as outlined above. Rocklinc Investment Partners Inc. reserves the right to modify or supplement its Privacy Policy at any time. If we make a change to the Privacy Policy, we will post such changes on our website.

**Investors should be aware that the Fund is required to file with each relevant Canadian securities regulatory authority a report setting out personal information such as the Subscriber's name and address, the class and series of Units issued, the date of issuance and the purchase price of Units issued to the Subscriber. Such information is collected indirectly by such regulatory authorities under the authority granted to them in securities legislation, for the purposes of the administration and enforcement of their governing securities legislation. By submitting this subscription, the Subscriber authorizes such indirect collection of the information by each such regulatory authority. The following officials can answer questions about the indirect collection of the information:**

**Alberta Securities Commission**

Suite 600, 250 – 5th Street SW  
 Calgary, Alberta T2P 0R4  
 Telephone: (403) 297-6454  
 Toll free in Canada: 1-877-355-0585  
 Facsimile: (403) 297-2082  
 Public official contact regarding indirect collection of information:  
 FOIP Coordinator

**Nova Scotia Securities Commission**

Suite 400, 5251 Duke Street  
 Duke Tower  
 P.O. Box 458  
 Halifax, Nova Scotia B3J 2P8  
 Telephone: 902-424-7768  
 Facsimile: 902-424-4625  
 Public official contact regarding indirect collection of information:  
 Executive Director

**British Columbia Securities Commission**

P.O. Box 10142, Pacific Centre  
 701 West Georgia Street  
 Vancouver, British Columbia V7Y 1L2  
 Inquiries: 604-899-6854  
 Toll free in Canada: 1-800-373-6393  
 Facsimile: 604-899-6581  
 Email: FOI-privacy@bcsc.bc.ca  
 Public official contact regarding indirect collection of information:  
 FOI Inquiries

**Ontario Securities Commission**

20 Queen Street West, 22nd Floor  
 Toronto, Ontario M5H 3S8  
 Telephone: 416-593- 8314  
 Toll free in Canada: 1-877-785-1555  
 Facsimile: 416-593-8122  
 Email: exemptmarketfilings@osc.gov.on.ca  
 Public official contact regarding indirect collection of information:  
 Inquiries Officer

**The Manitoba Securities Commission**

500 – 400 St. Mary Avenue  
 Winnipeg, Manitoba R3C 4K5  
 Telephone: 204-945-2561  
 Toll free in Manitoba: 1-800-655-5244  
 Facsimile: 204-945-0330  
 Public official contact regarding indirect collection of information:  
 Director

**Prince Edward Island Securities Office**

95 Rochford Street, 4th Floor Shaw Building  
 P.O. Box 2000  
 Charlottetown, Prince Edward Island C1A 7N8  
 Telephone: 902-368-4569  
 Facsimile: 902-368-5283  
 Public official contact regarding indirect collection of information:  
 Superintendent of Securities

**Financial and Consumer Services Commission (New Brunswick)**

85 Charlotte Street, Suite 300  
 Saint John, New Brunswick E2L 2J2  
 Telephone: 506-658-3060  
 Toll free in Canada: 1-866-933-2222  
 Facsimile: 506-658-3059  
 Email: info@fcnb.ca  
 Public official contact regarding indirect collection of information:  
 Chief Executive Officer and Privacy Officer

**Autorité des marchés financiers**

800, rue du Square-Victoria, 22e étage  
 C.P. 246, tour de la Bourse  
 Montréal, Québec H4Z 1G3  
 Telephone: 514-395-0337 or 1-877-525-0337  
 Facsimile: 514-873-6155 (For filing purposes only)  
 Facsimile: 514-864-6381 (For privacy requests only)  
 Email: fonds\_dinvestissement@lautorite.qc.ca  
 Public official contact regarding indirect collection of information:  
 Corporate Secretary

**Government of Newfoundland and Labrador  
Financial Services Regulation Division**

P.O. Box 8700  
Confederation Building  
2nd Floor, West Block  
Prince Philip Drive  
St. John's, Newfoundland and Labrador A1B 4J6  
Attention: Director of Securities  
Telephone: 709-729-4189  
Facsimile: 709-729-6187  
Public official contact regarding indirect collection of information:  
Superintendent of Securities

**Financial and Consumer Affairs Authority of Saskatchewan**

Suite 601 – 1919 Saskatchewan Drive  
Regina, Saskatchewan S4P 4H2  
Telephone: 306-787-5842  
Facsimile: 306-787-5899  
Public official contact regarding indirect collection of information:  
Director

**SCHEDULE “L”**  
**RELATIONSHIP DISCLOSURE INFORMATION**

***[For Subscribers purchasing Units directly from the Manager and who are either individuals or are not “permitted clients” that have signed Schedule “E”.]***

**1. PURPOSE**

This document sets out important information concerning our relationship with you. It contains information about us, the services that we offer and your account(s) with us. Depending on whether you retain us as a portfolio manager or as an exempt market dealer, other important information you need to know about your relationship with us is contained in other documents that are provided to you as a client, such as any investment management agreement or similar agreement that we enter into with you, any subscription agreement that you complete if you subscribe for units of Rocklinc Partners Fund or any other investment funds managed and/or advised by us funds (the “**Rocklinc Funds**”), the offering memorandum or other disclosure document that you receive if you purchase units of a Rocklinc Fund, and the account opening forms, periodic account statements and updates about changes to information that will be provided to you from time to time.

**2. AN OVERVIEW OF ROCKLINC INVESTMENT PARTNERS INC.**

Rocklinc Investment Partners Inc. is registered in as an investment fund manager, an adviser in the category of portfolio manager and as a dealer in the category of exempt market dealer in Ontario, Quebec and Newfoundland & Labrador, and as an adviser in the category of portfolio manager and as a dealer in the category of exempt market dealer in the remaining provinces of Canada.

**3. THE PRODUCTS AND SERVICES WE OFFER**

As a portfolio manager, we offer investment management services through the Rocklinc Funds and directly to high net worth individuals and institutions through separately managed accounts.

As an exempt market dealer, we offer dealer services to clients who purchase units of the Rocklinc Funds directly from us. As an exempt market dealer, we will only trade in securities distributed under a prospectus exemption (for example, to “accredited investors” within the meaning of applicable securities laws). **As an exempt market dealer, we exclusively offer proprietary products.**

We also act as an investment fund manager for the Rocklinc Funds.

The Rocklinc Funds held by you have restrictions on the ability to resell the units and redemptions may be limited or suspended. Depending on the Rocklinc Fund you held, redemption proceeds may be paid partly in cash and partly in kind if there is insufficient liquidity in such Rocklinc Fund.

**This disclosure statement is designed for investors in the Rocklinc Funds and describes the relationship between us, as dealer of record, and you as a purchaser of Units of the Rocklinc Funds.**

**4. CUSTODY OF CLIENT ASSETS**

When we act as dealer of record for an investor in one of the Rocklinc Funds, we do not take possession at any time of the investor’s assets. Subscription monies are delivered directly to an account with a bank in the name of the applicable Rocklinc Fund, and redemption monies are paid directly by the Rocklinc Fund to the redeeming unitholder. Units of the Rocklinc Funds are uncertificated and ownership of the Units is recorded in the investors’ names in the funds’ registers that are maintained by the fund administrator and overseen by us as fund manager.

As an adviser with discretionary trading authority over the Rocklinc Funds for which we are also the investment fund manager, we determine where and how fund assets are held. Typically assets are held in a brokerage account in the name of the fund to which it relates, and we have trading authority over those accounts as well as the ability to move cash or assets to another account. The risks associated with such arrangements are described in the offering memoranda of the Rocklinc Funds under “Risk Factors” (and specifically described under the headings “Custody Risk” and/or “Custody and Broker or Dealer Insolvency”). Cash is held in an account with a bank to process subscriptions and redemptions.

## **5. RISKS TO CONSIDER WHEN MAKING AN INVESTMENT DECISION**

Securities laws require us to provide all clients with a description of risks that you should consider when making an investment decision, even where clients have retained us to make investment decisions on behalf. Risks associated with an investment in a Rocklinc Fund are set out in the respective Offering Memorandum.

## **6. RISK OF USING BORROWED MONEY TO FINANCE AN INVESTMENT**

We do not lend money, extend credit or provide margin to our clients.

Using borrowed money to finance the purchase of securities involves greater risk than using cash resources only. If you borrow money to purchase units of a Rocklinc Fund, your responsibility to repay the loan and pay interest as required by the terms of the loan remains the same even if the value of the Units purchased declines. Furthermore, there may be negative tax consequences for an investor who borrows money to purchase units of a Rocklinc Fund.

## **7. CONFLICTS OF INTEREST**

From time to time, we will be faced with conflicts of interest in providing you with the products and services described above. We will take reasonable steps to identify material conflicts of interests between us and our clients, and address such material conflicts of interest in the best interests of our clients.

Disclosure regarding material conflicts of interest in connection with our role as exempt market dealer, as well as in our role as investment fund manager and portfolio manager to the Rocklinc Fund(s), and how we address them is set out in the Conflicts of Interest Disclosure Statement attached as **Schedule “N”**. Additional conflict of interest disclosure respecting potential conflicts of interest between us as Manager and each Rocklinc Fund is set out in the respective Offering Memorandum.

## **8. OPERATING CHARGES YOU MIGHT BE REQUIRED TO PAY**

There are no direct costs associated with the opening or operation of your account, however the Rocklinc Fund(s) in which you are invested (or any underlying fund) may pay us fees, as manager, which you will indirectly bear depending on the fund and the class or series of Units in which you are invested. Such fees are described in the Offering Memorandum.

You will indirectly bear a proportion of the respective Rocklinc Fund’s operating expenses (generally based on the net asset value of the Units you hold in relation to the net asset value of the Rocklinc Fund, however certain fund expenses will be allocated only to certain classes or series of Units if we determine that those expenses should properly be allocated only to those classes or series).

## **9. TYPES OF TRANSACTION CHARGES YOU MIGHT BE REQUIRED TO PAY**

There are no costs directly paid by you associated with purchasing, selling and redeeming Units of a Rocklinc Fund directly from us, other than possible redemption costs to the fund that may be deducted from your redemption proceeds. Any such redemption costs are set out in the respective Offering Memorandum.

## **10. BENEFITS RECEIVED BY US**

The compensation paid to us in relation to the services we provide to you or to the Rocklinc Funds that you may purchase through your account(s) are as described in the respective Offering Memorandum. There are no other benefits received by us from third parties in connection with your purchase or ownership of units through us as exempt market dealer.

## **11. IMPACT OF FEES, CHARGES AND OTHER EXPENSES ON YOUR RETURNS**

The fees, charges and other expenses described above under the headings “Operating Charges You Might be Required to Pay”, “Types of Transaction Charges You Might be Required to Pay” and “Benefits Received by Us” will affect the returns on the investments in your account(s) by reducing the returns in proportion to the fees, charges and expenses. Fees embedded within the Rocklinc Funds reduce the market value of those securities held in your account(s). When considering the fees, charges and other expenses applicable to your account(s) and the investments you hold, you should understand that a fee, charge or other expense charged to

your account(s) or the investments you hold will compound over time as a deduction to the overall value of your account(s) and/or the investments. Every dollar used to cover fees, charges and other expenses is one less dollar left to invest to compound and grow over time.

## **12. REPORTING TO YOU**

In our capacity as dealer, we will provide the following reporting to you:

- a written confirmation of each purchase of Units of a Rocklinc Fund indicating, among other things, the number and series of Units issued as well as the purchase price thereof and any charges applicable to the purchase;
- a written confirmation of any redemption of Units of a Rocklinc Fund, indicating, among other things, the number and series of Units redeemed as well as the redemption proceeds therefrom and any charges applicable to the redemption;
- a statement at the end of each quarter (or month, if you requests monthly reporting) showing, for each purchase, redemption or transfer that you made during the period (i) the name of the Rocklinc Fund, (ii) the date of the transaction, (iii) whether the transaction was a purchase, redemption or transfer, (iv) the number and series of Units purchased, redeemed or transferred, (v) the price per Unit paid or received by you and (vi) the total value of the transaction, as well as the number, series, original cost and Net Asset Value of Units held by you at the end of the period; and
- an annual statement on certain charges and other compensation charged to you during the year (if applicable), as well as a report on investment performance of your Units.

## **13. COMPLAINTS AND DISPUTE RESOLUTION**

We have certain obligations if we receive a complaint from you relating to trading or advising activities provided by us or a representative of our firm. Details regarding the complaints process and independent dispute resolution service available to you is contained in **Schedule “M-1”**.

## **14. KYC AND SUITABILITY**

Since you are purchasing Units through us as dealer, it is our obligation to determine whether the Units are a suitable investment for you having regard to your investment needs and objectives, your personal and financial circumstances, your investment knowledge, your risk profile (which includes your risk tolerance and risk capacity) and your investment time horizon, to put your interest first. The information we are required to collect from you is set out in **Schedule “C”**.

## **15. TRUSTED CONTACT PERSON**

If you are an individual, we will ask you for the name and contact information for a trusted contact person (“**Trusted Contact Person**”) and your consent to contact the Trusted Contact Person in certain prescribed circumstances. We will contact your Trusted Contact Person to confirm or make inquiries about possible financial exploitation, or if we have concerns about your mental capacity as it relates to your ability to make financial decisions. We may also contact your Trusted Contact Person to confirm your current contact information if we cannot reach you after multiple attempts, or to confirm the name and contact information of a legal guardian, executor of an estate or trustee of a trust under which you are a beneficiary, or any other of your personal or legal representatives.

## **16. TEMPORARY HOLDS**

If you are an individual, if we reasonably believe that you are in a vulnerable position and are being financially exploited or that you are experiencing diminished mental capacity which may affect your ability to make financial decisions relating to your account(s) with us, we may place a temporary hold on a particular transaction. We will provide you with notice, either written or verbal, explaining our reasons for the temporary hold. We may also contact your Trusted Contact Person about a temporary hold.

## **17. BENCHMARKS**

You may find it helpful to compare the returns from your investments against one or more relevant benchmarks (i.e. the return that you may have received had you invested in a comparable investment, or a comparison of your investment to an average or median return of a basket of comparable investments). A benchmark for an investment fund might be an index of issuers with similar investment mandates. You should be aware of the similarities and differences between the benchmark and the investment, such as the concentration/diversification of securities, industries and or markets, the impact of fees and expenses on such returns, and risks inherent in such investments and investment strategies. Should we use a benchmark comparison when reporting the performance of a Rocklinc Fund, an explanation of the similarities and differences between the fund and the benchmark will be provided at that time.

**18. YOUR RELATIONSHIP WITH US**

It is important that you actively participate in our relationship. In particular, we encourage you to:

- Keep us fully and accurately informed regarding your personal circumstances, and promptly advise us of any change to information that could reasonably result in a change to the types of investments appropriate for you, such as a change to your income, investment objectives, risk tolerance, time horizon or net worth.
- Review the documentation and other information we provide to you regarding your account, transactions conducted on your behalf and the holdings in your portfolio.
- Ask questions of and request information from us to address any questions you have about your account, transactions conducted on your behalf or the holdings in your portfolio, or your relationship with us or anyone acting on our behalf.



## SCHEDULE “M-1”

### COMPLAINTS PROCESS AND INDEPENDENT DISPUTE RESOLUTION SERVICE

***[For Subscribers who are NOT clients of another registered dealer that have signed Schedule “B” and are either individuals or are not “permitted clients” that have signed Schedule “E”.]***

#### ROCKLINC INVESTMENT PARTNERS INC.

#### WHAT TO DO IF YOU HAVE A COMPLAINT

##### **Our complaint process**

##### **Filing a complaint with us**

If you have a complaint about our services or a product, contact us at:

Rocklinc Investment Partners Inc.  
4200 South Service Road, Suite 102  
Burlington, Ontario L7L 4X5  
Attention: Jonathan Wellum  
tel: 905.631.5462  
email: jwellum@rocklinc.com

You may want to consider using a method other than email for sensitive information.

##### **Tell us:**

- what went wrong
- when it happened
- what you expect (e.g., money back, an apology, account correction)

##### **We will acknowledge your complaint**

We will acknowledge your complaint in writing, as soon as possible, typically within 5 business days of receiving your complaint.

We may ask you to provide clarification or more information to help us resolve your complaint.

##### **We will provide our decision**

We normally provide our decision in writing, within 90 days of receiving a complaint.

It will include:

- a summary of the complaint
- the results of our investigation
- our decision to make an offer to resolve the complaint or deny it, and an explanation of our decision

##### **If our decision is delayed**

If we cannot provide you with our decision within 90 days, we will:

- inform you of the delay
- explain why our decision is delayed, and
- give you a new date for our decision

You may be eligible for the independent dispute resolution service offered by the Ombudsman for Banking Services and Investments (OBSI).

##### **If you are not satisfied with our decision**

You may be eligible for OBSI's dispute resolution service.

##### **Help us resolve your complaint sooner**

- Make your complaint as soon as possible.
- Reply promptly if we ask you for more information.
- Keep copies of all relevant documents, such as letters, emails and notes of conversations with us.

##### **A word about legal advice**

You always have the right to go to a lawyer or seek other ways of resolving your dispute at any time. A lawyer can advise you of your options. There are time limits for taking legal action. Delays could limit your options and legal rights later on.

### **If you are a Quebec resident**

With respect to any client complaint from a resident in Quebec, we will comply with sections 168.1.1 to 168.1.3 of the *Securities Act* (Quebec). At any point in time, you may request that we forward a copy of your complaint file to the Autorité des marchés financiers, which will examine your complaint and may, if it considers it appropriate, act as a mediator if both you and we agree.

### **Taking your complaint to OBSI**

You may be eligible for OBSI's free and independent dispute resolution service if:

- we do not provide our decision within 90 days after you made your complaint, or
- you are not satisfied with our decision

OBSI can recommend compensation of up to \$350,000.

OBSI's service is available to clients of our firm. This does not restrict your ability to take a complaint to a dispute resolution service of your choosing at your own expense, or to bring an action in court. Keep in mind there are time limits for taking legal action.

### **Who can use OBSI**

You have the right to use OBSI's service if:

- your complaint relates to a trading or advising activity of our firm or by one of our representatives
- you brought your complaint to us within 6 years from the time that you first knew, or ought to have known, about the event that caused the complaint, and
- you file your complaint with OBSI according to its time limits below

### **Time limits apply**

- If we do not provide you with our decision within 90 days, you can take your complaint to OBSI any time after the 90-day period has ended.
- If you are not satisfied with our decision, you have up to 180 days after we provide you with our decision to take your complaint to OBSI.

### **Filing a complaint with OBSI**

#### **Contact OBSI**

Email: [ombudsman@obsi.ca](mailto:ombudsman@obsi.ca)

Telephone: 1-888-451-4519 or 416-287-2877 in Toronto

#### **OBSI will investigate**

OBSI works confidentially and in an informal manner. It is not like going to court, and you do not need a lawyer.

During its investigation, OBSI may interview you and representatives of our firm. We are required to cooperate in OBSI's investigations.

#### **OBSI will provide its recommendations**

Once OBSI has completed its investigation, it will provide its recommendations to you and us. OBSI's recommendations are not binding on you or us.

OBSI can recommend compensation of up to \$350,000. If your claim is higher, you will have to agree to that limit on any compensation you seek through OBSI. If you want to recover more than \$350,000, you may want to consider another option, such as legal action, to resolve your complaint.

**For more information about OBSI, visit [www.obsi.ca](http://www.obsi.ca)**

#### **Information OBSI needs to help you**

OBSI can help you best if you promptly provide all relevant information, including:

- your name and contact information
- our firm's name and contact information
- the names and contact information of any of our representatives who have been involved in your complaint
- details of your complaint
- all relevant documents, including any correspondence and notes of discussions with us

**SCHEDULE “N”**  
**CONFLICTS OF INTEREST DISCLOSURE STATEMENT**

**ROCKLINC INVESTMENT PARTNERS INC.**

**(the “Manager, “we” or “us”)**

**This conflicts of interest disclosure statement is designed for investors in Rocklinc Partners Fund and other investment funds that we may create and manage from time to time (the “Rocklinc Funds”) and describes the material conflicts of interest that arise or may arise between the Manager and such clients, and between the Manager’s registered representatives and such clients.** Canadian securities laws require the Manager to take reasonable steps to identify and respond to existing and reasonably foreseeable material conflicts of interest in a client’s best interest and tell clients about them, including how the conflicts might impact clients and how the Manager addresses them in a client’s best interest.

This section only describes the material conflicts of interest that arise or may arise in the Manager’s capacity as exempt market dealer. The material conflicts of interest associated with the Manager’s activities as investment fund manager and portfolio manager are set out in the Offering Memorandum under the heading “Conflicts of Interest”.

**What is a Conflict of Interest?**

A conflict of interest may arise where (a) the interests of the Manager or those of its representatives and those of a client may be inconsistent or different, (b) the Manager or its representatives may be influenced to put the Manager or the representative’s interests ahead of those of a client, or (c) monetary or non-monetary benefits available to the Manager, or potential negative consequences for the Manager, may affect the trust a client has in the Manager.

**How Does the Manager Address Conflicts of Interest?**

The Manager and its representatives always seek to resolve all material conflicts of interest in its clients’ best interest. Where it is determined that the Manager cannot address a material conflict of interest in its clients’ best interest, the Manager and its representatives will avoid that conflict.

The Manager has adopted policies and procedures to assist it in identifying and controlling any conflicts of interest that the Manager and its representatives may face.

**Material Conflicts of Interest**

A description of the material conflicts of interest that the Manager has identified in relation its role as exempt market dealer, the potential impact and risk that each conflict of interest could pose, and how each conflict of interest has been or will be addressed, is set out below.

***Proprietary products***

As an exempt market dealer, we intend only to sell interests in proprietary products which are the Rocklinc Funds.

We will not receive any compensation from the Rocklinc Funds in connection with the distribution of interests of the Rocklinc Funds as exempt market dealer. We do earn fees from our ongoing management of the Rocklinc Funds, but there are no commissions payable to us on the sale of securities of investment funds we manage.

The potential conflict is that we are only providing our exempt market dealer clients access to investment funds managed and advised by us (proprietary products) where we are entitled to receive management fees and are not providing our exempt market dealer clients with access to a wider universe of investment funds managed by third-party fund managers. Further, because we only place proprietary products on our shelf, the suitability determination we conduct (if applicable) will not consider the larger market of non-proprietary

products or whether those non-proprietary products would be better, worse, or equal in meeting your investment needs and objectives.

To manage the conflicts inherent in making investment recommendations or taking investment actions for our exempt market dealer clients in proprietary product only, we will only cause our exempt market dealer clients to be invested in securities of the Rocklinc Funds if we consider such securities to be suitable for the client and we consider that investing in such securities are in the client's best interest.

### ***Referral arrangements***

The Manager may enter into referral arrangements from time to time whereby it pays or provides a fee or other benefit for the referral of a client to the Manager or to a Rocklinc Fund, or whereby it receives a fee or other benefit for the referral of a client to another entity. Referral arrangements may be entered into both with other registrants and with non registrants.

In all cases, the referral arrangement will be set out in a written agreement which will be entered into in advance of any referrals being made. Details of how the referral fee is calculated and paid and to whom it is paid and other required information regarding each referral arrangement will be provided to affected clients as required.

The Manager also has policies and procedures that are designed to ensure that fees and other benefits received or paid or provided, as applicable, in connection with referral arrangements are appropriate and do not provide inappropriate incentives, and that any referral by the Manager is in the client's best interest. The Manager undertakes periodic reviews of referral arrangements. Clients do not pay any additional charges and fees in connection with referrals, and are not obligated to purchase any product or service in connection with a referral. As at the date of this Subscription Agreement, the Manager does not currently have any active referral arrangements in place.

### ***Compensation and incentive practices***

The Manager and its representatives earn compensation in connection with the investments made for clients. The potential conflict is that we may be incentivized to provide our clients with more products or services to earn more fees or to seek to invest our clients' assets in investments that earn us more fees. We address this conflict by, among other things, compensating our representatives not based on products and services sold to clients, but by a combination of a base salary and a bonus based upon the overall performance of the firm.

### ***Complaint handling***

Addressing a complaint by a client can create a potential conflict if the Manager has a choice between addressing the complaint in a manner that is beneficial to the Manager or addressing the complaint in the best interests of the client. The potential risk to clients is that we act in our own business interests.

To control this potential conflict, the Manager has a client complaints handling policy which applies to its activities as a portfolio manager and exempt market dealer. If we receive a complaint from a client, we will provide the client with an acknowledgment which includes a description of our obligations under applicable securities laws, the steps the client must take to avail itself of the Ombudsman for Banking Services and Investments ("OBSI"), an independent dispute resolution mechanism, and the name and contact information for OBSI. If we decide to reject a complaint or make an offer to resolve a complaint, we must provide the client with written notice of our decision as soon as possible and we must make OBSI available to the client at our expense. Any claims to OBSI must be no greater than \$350,000.

**[To be completed by Manager]**

**Acceptance**

This Subscription Agreement is accepted on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.  
(day) (month) (year)

**ROCKLINC INVESTMENT PARTNERS INC.,** as  
manager of **ROCKLINC PARTNERS FUND**

By: \_\_\_\_\_

Name:

Title:

**(Manager Only)**

Subscriber Name: \_\_\_\_\_

Subscription Amount: \$ \_\_\_\_\_

Valuation Date: \_\_\_\_\_

Series of Units: \_\_\_\_\_

Price Per Unit: \$ \_\_\_\_\_

Number of Units Issued: \_\_\_\_\_

Prospectus Exemption: \_\_\_\_\_