

3iQ Corp. Relationship Disclosure Information

This document contains important information about your relationship with 3iQ Corp. (“3iQ”, the “Firm”, “us” or “we”). While we are required by applicable rules to provide you with all the information you would reasonably consider important about your relationship with us, we also take this opportunity to be transparent and informative. If there is a significant change to the information contained in this document, we will provide you with an updated version as soon as possible. The information provided in this document should be reviewed in conjunction with the offering documents of any investment funds or other issuers held by you and all other documents provided to you by us.

National Instrument 31-103 – *Registration Requirements, Exemptions and Ongoing Registrant Obligations* (“NI 31-103”) imposes on registered advisers and dealers (collectively a “Registrant”) the obligation to disclose information that a reasonable investor would expect to know about its relationship with the Registrant, including any material conflicts of interest the Registrant or its representatives may have with a client. These regulations require the Registrant to provide this disclosure to clients before purchasing or selling securities or advising the client to purchase, sell or hold a security. As a registered dealer and adviser, 3iQ is bound to comply with these requirements.

It is important that you, as an investor, actively participate in the relationship. We encourage you to:

Keep us fully and accurately informed of your personal circumstances, and promptly advise us of any changes to information that would reasonably result in a change in our assessment as to the suitability of an investment in any of the funds managed by 3iQ (the “3iQ Funds”). Such changes include, but are not limited to changes in income, investment objectives, risk tolerance, time horizon or net worth.

Review the documentation and other information provided regarding the funds or other products offered by us at the time of account opening and regular account documentation (holdings and performance) provided to you by us and ask us any questions you may have.

Registration

3iQ Corp. is registered with the Ontario Securities Commission (“OSC”) as an investment fund manager (“IFM”), portfolio manager (“PM”), exempt market dealer (“EMD”) and commodity trading manager. The Firm is also registered as an IFM, PM& EMD with the Alberta Securities Commission and the Autorité des marchés financiers in Quebec. The firm is registered as an EMD and PM with the British Columbia Securities Commission. The firm is registered as an IFM and EMD with the Office of the Superintendent of Securities Service, Newfoundland and Labrador. The firm is registered as an EMD with the Manitoba Securities Commission, the Securities Division of the Financial and Consumer Services Commission (New Brunswick), the Nova Scotia Securities Commission, the Financial and Consumer Services Division - Department of Justice and Public Safety (Prince Edward Island), and the Financial and Consumer Affairs Authority of Saskatchewan. The OSC is the principal regulator of the Firm as its head office is located in the province of Ontario. We also have obligations to federal regulators, such as the Financial Transactions Reports Analysis Centre of Canada (“FINTRAC”).

The Firm’s Business Activities

3iQ is an investment fund manager focused on providing investors with exposure to digital assets, disruptive technologies and blockchain technologies. The Firm offers its services to private clients, institutional investors and investment funds. The Firm acts as investment fund manager and portfolio adviser to the 3iQ Funds. 3iQ may implement your investment strategies by investing all or a portion of your assets in the 3iQ Funds or in other investment funds or issuers. Units of certain 3iQ Funds are offered publicly by way of a prospectus and/or privately in reliance on certain prospectus exemptions. 3iQ uses sophisticated and complex processes and structures in the management of the 3iQ Funds. The Firm combines traditional and innovative strategies that may involve investments in digital assets. The Firm also manages balanced mandates for private clients which may include investment in exchange traded funds (“ETFs”) to provide an efficient asset allocation.

Securities of certain of the 3iQ Funds are listed on the Toronto Stock Exchange, Gibraltar Stock Exchange and/or the Nasdaq Dubai.

Custodian Relationships

We generally enter into a discretionary investment management agreement with our clients. Your assets, unless otherwise indicated below, are held in Canada in a fully disclosed, segregated account at National Bank Financial Inc. (“NBF”) acting through its National Bank Independent Network division (“NBIN”), which is an indirect, wholly owned subsidiary of National Bank of Canada (“NBC”). NBIN’s offices are located at Suite 3000, 130 King Street West, Toronto, Ontario. NBC is a federally regulated Schedule A bank and a public company listed on the TSX. NBF is a member of and regulated by the Investment Industry Regulatory Organization of Canada (“IIROC”), is a member of the Canadian Investor Protection Fund (“CIPF”) and is qualified to act as a custodian in Canada under applicable securities laws. NBF is independent of 3iQ. The assets in your NBIN account are never co-mingled with other clients’ assets. CIPF, subject to conditions and limits, safeguards your assets from the insolvency or bankruptcy of an IIROC member firm. You can find more information regarding CIPF at <https://www.cipf.ca>.

Your assets are subject to risk of loss: (i) if NBF becomes bankrupt or insolvent and CIPF coverage is insufficient to safeguard all your assets held by NBF; (ii) if there is a prolonged and/or unrecoverable breakdown in NBF’s information technology systems; or (iii) due to the fraud, willful or reckless misconduct, negligence or error of NBF. 3iQ has reviewed NBF’s reputation, financial stability, relevant internal controls and ability to deliver custodial services and has concluded that NBF’s system of controls and supervision is sufficient to manage risks of loss to your assets in accordance with prudent business practice.

3iQ Fund assets are custodied with Tetra Trust Company (“Tetra”). Tetra is based in Calgary, Alberta. Tetra is independent of 3iQ. Tetra is a qualified to act as a custodian in Canada under applicable securities laws. Tetra is responsible for safekeeping of all the investments and other assets of the 3iQ Funds delivered to it (but not those assets of the 3iQ Funds not directly controlled or held by Tetra, as the case may be). The Custodian has appointed Coinbase Custody Trust Company, LLC (“Coinbase”) as a sub-custodian of the 3iQ Funds in accordance with National Instrument 81-102 – Investment Funds (“NI 81-102”) pursuant to the terms of a sub-custodian agreement between the applicable 3iQ Fund, Tetra and Coinbase (each, a “Sub-Custodian Agreement”). In the future Tetra may appoint a sub-custodian other than Coinbase to hold assets of the 3iQ Funds in accordance with NI 81-102 and under a sub-custodian agreement to be entered into between 3iQ, Tetra and such sub-custodian.

Your assets are subject to risk of loss: (i) if Tetra becomes bankrupt or insolvent; (ii) if there is a prolonged and/or unrecoverable breakdown in Tetra’s information technology systems; and (iii) due to the fraud, willful or reckless misconduct, negligence or error of Tetra. 3iQ has reviewed Tetra’s reputation, financial stability, relevant internal controls and ability to deliver custodial services and has concluded that Tetra’s system of controls and supervision is sufficient to manage risks of loss to your assets in accordance with prudent business practice.

Sub-Custodian

Coinbase is a trust company licensed by the New York State Department of Financial Services and is to act as a sub-custodian of the 3iQ Funds for assets held outside of Canada in accordance with NI 81-102. Coinbase’s parent company operates in over 100 international jurisdictions.

As a fiduciary under Section 100 of the New York Banking Law, Coinbase is held to specific capital reserve requirements and banking compliance standards. Coinbase is also subject to the laws, regulations and rules of applicable governmental or regulatory authorities, including: money service business regulations under the Financial Crimes Enforcement Network (“FinCEN”); U.S. state money transmission laws; laws, regulations, and rules of relevant tax authorities; applicable regulations and guidance set forth by FinCEN; the *Bank Secrecy Act of 1970*; the *USA PATRIOT Act of 2001*; anti-money laundering regulations as mandated by U.S. federal law and any other rules and regulations regarding anti-money laundering/counter-terrorist financing; issuances from the Office of Foreign Assets Control; the New York Banking Law; regulations promulgated by the New York Department of Financial Services from time to time; the National Futures Association; the Financial Industry Regulatory Authority; and the *Commodity Exchange Act*.

Coinbase uses segregated cold storage wallet addresses for the 3iQ Funds which are separate from the wallet addresses that Coinbase uses for its other customers, and which are directly verifiable via the blockchain networks.



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Coinbase will at all times record and identify in its books and records that such digital assets constitute the property of the 3iQ Funds. Coinbase will not loan, hypothecate, pledge or otherwise encumber the 3iQ Funds' digital assets without the applicable 3iQ Fund's instruction. Coinbase, pursuant to the applicable Sub-Custodian Agreement, is required to take reasonable care and use commercially reasonable efforts in executing its responsibilities under the applicable Sub-Custodian Agreement and has agreed to adhere to the standard of care required by law, NI 81-102.

Fund Securities

Securities of investment funds or other issuers held by the client (each, an "Issuer") that are recorded on the books of the Issuer or its transfer agent in the name of the client are not held by the Custodian. Fund securities are subject to the custody and recordkeeping arrangements applicable to the Issuer and disclosed in the offering documents of such Issuer. Client assets are subject to risk of loss if the Issuer or its custodian becomes bankrupt or insolvent, or if the Issuer, its custodian or transfer agent experiences a breakdown in its information systems. 3iQ has reviewed the system of controls and supervision maintained by each issuer of securities of which are currently held by clients of 3iQ and has concluded that such systems are sufficient to manage the risk to a client of loss in accordance with prudent business practice.

Access to Client Assets

Although client assets are generally held by a qualified custodian in Canada or a qualified sub-custodian in or outside of Canada in accordance with applicable law, 3iQ may have access to client assets in the following circumstances:

- the Firm may accept delivery of securities or cash from or to a client on a temporary basis to facilitate a deposit or the settlement of a trade;
- the Firm may accept a cheque payable to the Firm of other funds from clients;
- the Firm may have authority to transfer cash from the client's account at NBF to the client's bank account;
- the Firm may have authority to debit client accounts to pay bills on behalf of clients, other than its own management fees; or
- the Firm or its personnel may act as trustees of trusts which are clients or are beneficially owned by clients.

In these cases, the client has granted the Firm or specific personnel at the Firm access to client assets to facilitate certain transactions and provide convenience and efficiency for the Firm in the management of the client's assets.

Granting the Firm access to client assets, even in the limited circumstances set out above, exposes the client assets to risk of loss: (i) if there is a breakdown in the Firm's information technology systems; or (ii) due to the fraud, willful or reckless misconduct, negligence or error of the Firm or its personnel.

In addition, the Firm is required in accordance with applicable securities laws to insure against the additional risk of loss which arises due to its access to client assets.

Suitability of Investments

In order to provide you with the best investment management services, we must obtain and maintain up-to-date information about you. The Firm must have an accurate understanding of your complete financial situation to provide you with the best advice and help you achieve your investment goals. We must make sure your investments are suitable for you.

To assess the suitability of proposed investments, 3iQ will obtain information from you relating to your investment objectives, risk tolerance, investment knowledge, financial situation, and other relevant factors. The Firm will collect, use, and distribute client information only to meet its obligations to clients, to better serve a client's investment needs, and to satisfy regulatory requirements under securities legislation and anti-money laundering legislation. It is important that you, as a client, keep us fully and accurately informed of your personal circumstances, and promptly advise us of any changes to information that would reasonably result in a change in our assessment as to the suitability of an investment in any of the 3iQ Funds. Such changes include, but are not limited to changes in income, investment objectives, risk tolerance, time horizon, number of dependents, employment status or net worth.

Investments in the 3iQ Funds may not be suitable for all clients. 3iQ will make a determination to ensure proposed



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investments are suitable for you.

Account Documentation

At the time of account opening, you will be provided with this Relationship Disclosure, along with signed copies of your Know-Your-Client (“KYC”) forms and Investment Policy Statement and Portfolio Management Agreement (for managed accounts). You will also be provided with signed copies of the New Account Application Form (“NCAF”).

Disclosure Concerning Potential Conflicts of Interest

As a registered portfolio manager, investment fund manager and exempt market dealer, we have a fiduciary duty to act honestly, in good faith and in the best interests of our clients and to exercise the degree of care, diligence and skill that a reasonably prudent person would exercise in similar circumstances. In order to effectively discharge our duty of loyalty and care to our clients, we have adopted certain policies regarding conflicts of interest.

You will find below a description of various relationships involving the Firm from which a potential conflict of interest may arise.

Procedures for Minimizing Potential Conflicts of Interest

The Firm ensures that fair and reasonable policies exist and are implemented for the management of conflicts of interest specific to portfolio management activities, such as fair allocation of securities, soft-dollar payments, proxy voting, compensation and expense allocation practices, error correction, and confidentiality of information, trade allocation and best execution.

The Firm does not directly use client commissions or enter into soft dollar arrangements. In the event the Firm enters into a soft dollar arrangement in the future, the Firm’s policy will ensure that the Firm acts in the best interest of its clients. Although the brokers involved in soft dollar arrangements do not necessarily charge the lowest brokerage commissions, 3iQ may nonetheless enter into such arrangements when it is of the view that our clients receive reasonable benefit considering both the use of the goods and services and the amount of client brokerage commissions paid.

The Firm's representatives may, in the normal course of their duties, find themselves in situations where their personal interests conflict with those of one or more clients of 3iQ.

Under the Firm’s Compliance Manual, the interests of Firm clients takes precedence over those of 3iQ and its representatives as a matter of basic principle. 3iQ’s representatives must disclose to the clients concerned any conflict of interest and any personal interest in a security or other investment that may be expected to impact their capacity to advise them objectively and impartially. 3iQ’s representatives must also disclose to the Firm any situation that may be reasonably expected to adversely affect them in the performance of their duties or interfere with their capacity to give objective and impartial advice.

In addition, the Firm established the following policies aimed at avoiding any conflicts of interest that may arise as a result of the Firm's relationship with Connected Issuers or Related Issuers (as described below) and ensuring that all investment decisions and their implementation are made in the best interest of the clients of the Firm:

- All investment decisions relating to purchases and sales of client portfolio securities will be made in the ordinary course of business without involvement of 3iQ, Connected or Related Issuers. The Firm will maintain operational and decision-making autonomy in the management of clients' funds and the selection of investments constituting their portfolios.
- Investment decisions will be made on the basis of the business judgment of responsible portfolio managers uninfluenced by considerations other than the best interest of the clients.



- The Firm may, from time to time, advise you with respect to the purchase and sale of any securities of any Connected or Related Issuers. However, the Firm will only do so if it considers a purchase or sale to be in your best interests; and any purchase of securities of the Connected or Related Issuer or the 3iQ Funds will not give rise to any duplication of management fees.

Connected and Related Issuers

A “Related Issuer”, means, in respect of 3iQ, an issuer of securities over which 3iQ exercises a controlling interest (for example, through the ownership, discretion or control over voting securities) or an issuer of securities that exercises a controlling influence over 3iQ. In this context, the term “influence” means having the power, directly or indirectly, to exercise a controlling influence over the management and policies of the issuer, whether alone or in combination with one or more persons or entities.

A “Connected Issuer”, means, in respect of 3iQ, an issuer that has, or any Related Issuer that has, any indebtedness to or other relationship with: (i) 3iQ, (ii) any Related Issuer of 3iQ, (iii) any director, officer or partner of 3iQ, or (iv) any director, officer or partner of a Related Issuer of 3iQ, that, in connection with a distribution of securities of the issuer, is material to a prospective purchaser of securities of the issuer. Accordingly, an issuer is “connected” to 3iQ if, due to indebtedness or other relationships, a prospective purchaser of securities of such issuer might question 3iQ’s independence from the issuer. Connected Issuers to 3iQ include ARK Investment Management, LLC and Van Eck Associates Corporation.

Should the Firm decide to invest a portion of your portfolio in ETFs or mutual funds managed or distributed by a Related Issuer or Connected Issuer, it is done independently and decisions regarding the selection of investment products are made in accordance with the suitability constraints provided for in your investment policy statement.

Funds managed by 3iQ are considered Related Issuers of 3iQ. Because, in our capacity as investment fund manager and/or portfolio manager, we earn fees from the ongoing management of such funds’ investment portfolios funds managed by 3iQ are also considered Connected Issuers of 3iQ.

Should your investment strategy render it appropriate for your assets to be invested in any of the Firm’s Related or Connected Issuers, we would require your written consent. As such, we ask you to sign the Consent Form attached hereto as Appendix A. 3iQ, as manager of the 3iQ Funds, and the 3iQ Funds are subject to the inter-fund self-dealing investment prohibitions under applicable securities laws which prohibit the manager or the 3iQ Fund from buying or selling securities from or to a related entity or responsible person.

Minority shareholders of 3iQ and independent advisors of 3iQ and/or the 3iQ Funds may be shareholders, directors, officers or employees of digital asset trading platforms or counterparties which trade digital assets with 3iQ on behalf of the 3iQ Funds. Trade execution on behalf of the 3iQ Funds is conducted by 3iQ and is a function of accuracy, timeliness and value of advice and trade execution services provided to 3iQ and no preference is given to digital asset trading platforms or counterparties in respect of which minority shareholders or independent advisors of 3iQ are shareholders, directors, officers and/or employees.

As manager of the 3iQ Funds, the Firm maintains policies and procedures to meet its obligations as an IFM and PM in respect of managing its conflicts of interest between acting as manager of the 3iQ Funds and the 3iQ Funds themselves. 3iQ manages the 3iQ Funds in the best interest of the funds and in compliance with the requirements of applicable securities laws including National Instrument 81-107 Independent Review Committee for Investment Funds (“NI 81-107”).

The Firm has, pursuant to NI 81-107, appointed an independent review committee (the “IRC”) on behalf of each of the 3iQ Funds that is an “investment fund” and a “reporting issuer” under applicable securities laws. Under NI 81-107, 3iQ is bound to refer all conflict of interest matters other than inconsequential matters to the IRC either for its approval, or its recommendation, depending on the nature of the matter.



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Fair Allocation of Investment Opportunities

The investment objectives, strategies and restrictions of 3iQ's clients may vary. In order for us to provide a fair allocation of investment opportunities in respect of all clients' accounts, 3iQ shall ensure that each client account is supervised separately and distinctly from its other clients' accounts. We owe a duty to each client and, therefore, we have an obligation to treat each client fairly. It may be determined, however, that the purchase or sale of a particular security is appropriate for more than one client account (i.e. that particular client orders should be aggregated or "bunched"). Simultaneously placing a number of separate, competing orders may adversely affect the price of a security. Therefore, where appropriate, when bunching orders, and allocating block purchases and block sales, it is 3iQ's policy to treat all clients fairly and to achieve an equitable distribution of bunched orders. The Firm does not engage in cross-trades or inter-fund trades.

To fairly allocate investment opportunities among our clients, we will attempt to allocate such purchases or sales on a pro-rata basis in proportion to the proposed transactions, taking into consideration a minimum-security transaction size necessary to justify the efforts and costs of the allocation. There may be times, however, where strict application of this rule does not lead to a fair and reasonable allocation. In such circumstances, allocation by a method other than this rule will be permitted where such allocation produces a fairer and more reasonable result.

Fees and Commissions

When you appoint us as portfolio manager of your assets, you pay us a management fee corresponding to a percentage of your assets under management with us. There are no products sold to clients for investment purposes that include embedded compensation. Disclosure of all fees and charges are disclosed in the Portfolio Management Agreement at the time of account opening. Ongoing fees can reduce the value of your investment portfolio. This is particularly true over time, because not only is your investment balance reduced by the fee, but you also lose any return you would have earned on that fee. Over time, even ongoing fees that are small can have an impact on the value of your investment portfolio.

We also receive management fees from the 3iQ Funds and Connected or Related Issuers for managing and/or advising these investment funds. These fees are based on assets under management, fund appreciation, and any performance fees that may be paid. The details of the fees are clearly outlined in the offering documents of the applicable mutual fund, ETF or product.

Should we decide to invest your assets in one of the 3iQ Funds or a Connected or Related Issuer for which we receive management fee, we will make sure the aggregate management fees received by us from your assets will not exceed the agreed upon management fee provided for in the client's Portfolio Management Agreement.

As the manager of the 3iQ Funds, 3iQ may pay fees and/or commissions to third parties from time to time. You may have to pay other operating charges when you open an account with 3iQ, such as custodian's fees and dealer's commissions.

3iQ will provide you with at least 60 days' prior written notice of any new fees or changes in charges in relation to your account. Interest charged on accounts and commissions for executing trades are excluded from notice - interest will be reflected on your client account statements and commissions will be reflected on your trade confirmation slips.

Outside Activities

Employees are expected to devote their full time and attention during regular business hours to their duties at 3iQ. Individuals registered with 3iQ, including directors and officers, may serve as a director or officer of another entity or engage in outside activities which put a representative in conflict with or places them in a position of power or influence over clients.

3iQ has adopted internal policies and procedures to manage these conflicts of interest and provides training to all employees on an annual basis, at a minimum. All outside activities, paid or unpaid, must be approved by the Firm



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and are supervised on an ongoing basis.

Proprietary Products

3iQ Funds may be offered through prospectus and/or on a private placement basis through one or more prospectus exemptions. Offering proprietary products is considered a material conflict of interest.

When dealing in proprietary products through the Firm's exempt market dealer, suitability is based on the factors outlined in the *Suitability of Investments* section above, and the registered individual dealing in the product and conducting the suitability assessment must ensure the client's interests are put first. The registrant will inform the client of the fact the product is proprietary during the course of discussing this document and the product's offering documents. Registrants are required to complete know-your-product ("KYP") training annually, at a minimum, or when there is a material change to the product.

In addition, as a dealer selling products that are not offered by prospectus (exempt market securities), we are responsible for determining whether an investor meets the definition of an "accredited investor" (as such term is defined in applicable securities legislation) and is therefore eligible to purchase this type of investment.

Separately managed accounts may hold 3iQ Funds if the investment is in accordance with the suitability determination and with your investment policy statement.

Trade & Pricing Errors

A Firm may have an interest in downplaying or otherwise not adequately correcting a portfolio pricing error that has a significant impact on profitability or reputation. We have mitigated this potential conflict of interest by outsourcing the valuation of securities. If a security is not regularly traded, is illiquid or subject to a special pricing situation, the fair value shall be determined by 3iQ in consultation with a third-party valuation agent.

Referral Arrangements

We may from time to time enter into referral arrangements with third parties pursuant to which another entity refers investors to us for which we pay them a referral fee. The details of these referral arrangements, including the parties to the referral arrangement, the services offered by each party, the amount of the fee and the manner in which the referral fee is calculated and the party to whom it is paid, will be provided to investors in a separate document if such fee is implemented. Any referral fees paid to a third party will be paid by us and will not be deducted from the net asset value of the 3iQ Fund.

3iQ has entered into a referral agreement with Gillford Capital Inc. ("Gillford") pursuant to which Gillford, a registered dealer in the category of exempt market dealer under the *Securities Act* (Ontario) may refer, solicit and introduce investors that wish to exchange cryptocurrencies and/or cash for securities of one or more of the 3iQ Funds (each, a "Transaction"). In the event that one of the investors referred by Gillford to 3iQ enters into a Transaction with 3iQ, 3iQ will pay Gillford a fee, in cash, on the closing date of the Transaction equal to 1.0% (or such other fee as may be mutually agreed to in writing by Gillford and 3iQ) of the Consideration received by the 3iQ Fund in connection with such Transaction. "Consideration" means the total of all cash and/or cryptocurrencies, received by the applicable 3iQ Fund from the investor in connection with the Transaction. Gillford will take all reasonable steps to complete all know-your-client and know-your-product information and fulfill all suitability requirements required under applicable securities laws (which for greater certainty includes those required by NI 31-103).

Personal Trading

Any individual working for 3iQ who has access to non-public information concerning portfolio holdings, trading activities, trading strategies, investment decisions or the ongoing investment programs of a 3iQ Fund are required to comply with 3iQ's Access Persons & Personal Trading Code which includes the review of employee personal trading on a regular basis.



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Gifts & Entertainment

3iQ's directors, officers and employees are strictly forbidden to give any major payments or gifts in an attempt to generate business for the Firm. The Firm maintains strict policies and limits with respect to gifts and entertainment. Monetary rewards, regardless of amount, are not permitted.

Benchmarks

Benchmarks provide you with a means of measuring the relative performance of your portfolio against a standardized or "benchmark" portfolio over a prescribed period of time. Although a singular benchmark may be used (i.e., a broad stock market or bond index), a blend of benchmarks may be appropriate for portfolios which include different asset classes and/or investments. There are many different benchmarks. When choosing a benchmark, we pick one that corresponds to the investments made by the applicable portfolio.

See your statement of account for specific information about each benchmark used to evaluate the performance of your portfolio. Keep in mind that benchmarks are only used as a guide and that past performance is not necessarily an indicator of future performance.

Borrowed Money

Using borrowed money to finance the purchase of securities involves greater risk than a purchase using cash resources only. If you borrow money to purchase securities, your responsibility to repay the loan and pay interest as required by its terms remains the same even if the value of the securities purchased declines.

General Risks Associated with Making an Investment

Before making any investment decision, it is important to consider your investment goals, your level of risk tolerance and the risks associated with the investment you are considering. The following is a summary of the risks of investing in general and in the 3iQ Funds. This list is not exhaustive and has been provided to investors as an indication of the factors that can affect the value of your investment.

- **Market fluctuation risk** – the risk that the value of the assets or underlying investments of a 3iQ Fund will be influenced by factors such as overall stock market conditions, digital asset markets, general economic and political conditions, fluctuations in interest rates and factors unique to the specific asset or underlying investments of a 3iQ Fund.
- **Liquidity risk** – the risk that an investment may have a limited resale market and may not be liquidated quickly.
- **Commodity risk** – the risk that exposure to certain commodities, or to companies whose business is dependent on certain commodities, may be directly affected by movements in the price of the commodities.
- **Concentration risk** – the risk that concentration in any particular asset or sector results in higher volatility of the asset's or sector's performance than would a more diversified portfolio.
- **Specialization risk** – investing primarily in one industry or market capitalization range may cause the investments' performance to be more volatile and strongly affected by the overall economic performance of the area of specialization.
- **Risk of Loss** – investing, in general, has risk associated with it, including the risk that the investor may lose a portion or all of an investment made.

3iQ Funds and cryptoassets are generally exposed, but not limited to the following risks (see the offering documents for complete descriptions): no assurance in achieving investment objectives; trading price of units; loss of investment; fluctuation in value of cryptoassets; fluctuation in value of cryptoassets; concentration risk; use of leverage risk; reliance on the manager risk; reliance on the cryptoasset consultant risk; limited liquidity in the units; exchange rate risk; use of derivatives risk; no ownership interest in the portfolio risk; changes in legislation risk; conflicts of interest



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risk; risks relating to the status of the fund; valuation risk; significant redemptions risk; risks relating to the manager's, custodian's and sub-custodian's standard of care; risk relating to the lack of operating history; no active trading market risk; not a trust company; U.S. currency exposure risk; cyber security risk; tax risk; risks associated with investing in cryptosassets; COVID-19 outbreak risks; risk associated with investments in cryptoassets; risks associated with digital asset trading platforms and cybersecurity; exchange rate risk; risks associated with blockchain networks and forks.

Reporting to You

Account statements:

We must deliver to you an account statement at least once every three months, or, at your request, on a monthly basis, for each one-month period. We must also deliver an account statement after the end of any month for any account in which a transaction was made, other than a transaction made under an automatic withdrawal plan or an automatic payment plan, including a dividend reinvestment plan. The statements that we provide to you will contain: (i) information about each transaction conducted on your behalf during the time period covered by the statement, and (ii) information about each security held, and any cash balance, in your account at the end of the time period covered by the statement.

Confirmations: We will promptly deliver to you, or if directed by you in writing, to a registered adviser acting on your behalf, a written confirmation of each transaction in your accounts. If you hold a discretionary managed account, you will not receive confirmations.

Annual Performance Report: We are required to provide you with an annual performance report. The report will help you assess the performance of your investment decisions. The report will show you how the value of your account changed throughout the year, as well as the impact of changes in the value your investment. The reporting period for your annual performance report is the calendar year and the report will be sent to you annually during the month of January.

The inception date for performance calculations in your account is the date of your account transfer-in or initial deposit. Each year, annualized returns and changes in market value will be calculated back to the beginning date or your account opening date adding another year to your overall performance report.

Annual Fees and Compensation Report: The beginning date for this annual reporting period is January 1st of each year, ending on December 31st of each year and includes the annual fees and operating charges paid in each calendar year.

Trusted Contact Person

If you are an individual, when we opened your account we asked you to provide us with the name and contact information for a trusted contact person, or "TCP". In certain limited circumstances we may contact your TCP. Those circumstances include: a) if we are concerned about possible financial exploitation of you by a third party; (b) if we are concerned about your mental capacity as it relates to your ability to make decisions involving financial matters; (c) if we want to obtain the name and contact information of your legal representative, if any; or (d) if we cannot reach you and need to obtain your contact information. These circumstances are relatively rare, and we will only make use of the TCP information you have provided if we believe, in good faith, that doing so is necessary or advisable to protect your best interests.

Temporary Holds

If we honestly believe that you are a "vulnerable client" (because you have an illness, impairment, disability or aging-process limitation that places you at risk of financial exploitation) and that financial exploitation of you has occurred, is occurring, has been attempted or will be attempted, then we may place a temporary hold on your account. Under applicable rules, we are only allowed to place a temporary hold if we reasonably believe that you do not have the mental capacity to make decisions involving financial matters. If we do place a temporary hold then we must do all of the following: (a) document the facts and reasons that caused us to place and, if applicable, to continue the temporary hold; (b) provide you with notice of the temporary hold and the reasons for the temporary hold as soon as possible after placing the temporary hold; (c) review the relevant facts as soon as possible after placing the temporary hold, and on a reasonably frequent basis, to determine if continuing the hold is appropriate; (d) within 30 days of placing the temporary hold and, until the hold is revoked, within every subsequent 30-day period, do either of the



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following: (i) revoke the temporary hold; or (ii) provide you with notice of our decision to continue the hold and the reasons for that decision.

Complaint 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. Our complaints process and independent dispute resolution service available to you are as follows:

(a) The Chief Compliance Officer should be immediately informed of any complaint or possible complaint received by staff, whether oral or in writing.

(b) Upon receipt of a complaint, the Chief Compliance Officer will respond to the client within five business days acknowledging receipt of the complaint, advising the client that 3iQ will investigate and seek to resolve the complaint and that if the client is unsatisfied, it has access to independent dispute resolution at no cost to the client and providing the client with the name and contact information of the Ombudsman for Banking Services and Investments (OBSI) or in Québec, the Autorité des marchés financiers (AMF).

(c) The client will be encouraged, but not required, to submit the complaint in writing.

(d) The Chief Compliance Officer will investigate the complaint by obtaining relevant information from the client and all relevant 3iQ employees and third parties involved in the activity that is the subject of the complaint.

(e) By no later than 90 days following receipt of the complaint, 3iQ will provide the client with its written decision regarding the complaint.

(f) The client may escalate the complaint to the OBSI dispute resolution services: (i) if 3iQ does not provide a decision within 90 days; or (ii) within 180 days after receipt of 3iQ's decision, if the client is unsatisfied. When electing to use OBSI, the client must agree to a maximum amount of monetary compensation of \$350,000. For more information on the OBSI's resolution services, you can contact the OBSI toll-free at 1.888.451.4519 or ombudsman@obsi.ca or visit their website at www.obsi.ca.

If this internal process does not help you to reach a satisfactory settlement and if you reside in Quebec, the AMF also offers mediation services. In this context, you can ask the Firm to send your written complaint directly to the AMF so that it can analyze your case and recommend recourse to the mediation where appropriate. For more information on mediation services you can contact the AMF toll-free at 1.877.525.0337 or visit their website at www.lautorite.qc.ca.

Appendix A

Consent Form

3iQ CORP. RELATIONSHIP DISCLOSURE INFORMATION

CONSIDERING THAT National Instrument 31-103 – *Registration Requirements, Exemptions and Ongoing Registrant Obligations* requires that 3iQ Corp. (the “Firm”) provide certain information to its clients relating to existing and potential material conflicts of interest and, in certain circumstances, obtain the consent of clients;

AND CONSIDERING THAT a copy of the Firm’s Relationship Disclosure Information (the “Disclosure”) has been provided to the undersigned;

THEREFORE, the undersigned hereby:

- confirms having read the Disclosure;
- confirms having had the opportunity to ask all relevant questions in connection therewith;
- gives the Firm the authority to exercise its discretionary authority over its account to purchase or sell securities of Connected and Related Issuers of the Firm and/or one or more 3iQ Funds, when such purchase or sale is in accordance with the undersigned’s investment objective or is unsolicited and considered separate from your overall portfolio; and
- acknowledges that the Connected and Related Issuers disclosed in the Disclosure will vary from time to time and that the consent provided herein will be deemed to apply to such further Connected and Related Issuers, unless the undersigned otherwise advises the Firm within ten days of receiving an amended Disclosure.

Client Signature: _____

3iQ Authorized Signature: _____

Account Name: _____