



MYLO PROGRAM TERMS AND CONDITIONS

In order for you to access and use the Mylo Program, as provided by Mylo Financial Technology Inc. (“Mylo”) and Tactex Asset Management Inc. (the “**Portfolio Manager**”), you must check the box next to each of the following agreements (collectively the “**Agreements**”) to indicate that you have read and agree to be bound by the terms and conditions of each agreement:

- ✓ I have read and I agree to the terms of the **Mylo Program Agreement** governing my access to and/or receipt or use of the Mylo mobile App, the Mylo Website and certain services provided by Mylo Financial Technology Inc. (“Mylo”) as part of this service.
- ✓ I understand that Mylo will charge me a technology fee of \$1.00 per month, which shall be automatically debited from my funding source by Pre-authorized debit.
- ✓ I have read and understood the **Mylo Privacy Policy**, which describes the collection, use, disclosure and safeguarding of my personal information by Mylo. I further consent to sharing my banking and personal information with Mylo for the purposes described in the Mylo Program Agreement, including calculating round-up amounts and providing me with information and recommendations on how to improve my financial situation.
- ✓ I have read and I agree to the terms of the **Investment Management Agreement** governing the investment advisory and portfolio management services provided by the Portfolio Manager, and which authorizes the Portfolio Manager to debit amounts from my funding source in accordance with the terms of the Mylo Program. I certify that the information provided in this application is true and complete, and furthermore declare and acknowledge that the Portfolio Manager may rely upon such information until it receives written notice of any changes. I understand that I will receive a personalized **Investment Policy Statement**, which will set out my financial objectives, investment strategy and risk constraints that will govern the manner in which the Portfolio Manager provides me the investment advisory and portfolio management services.
- ✓ I have read and I agree to the terms of the **Related or Connected Issuer Disclosure** under the terms of which I understand and confirm that the Portfolio Manager may invest my account assets in securities of issuers that are connected or related to the Portfolio Manager, including the investment funds established for clients of the Mylo Program that have no management fee.

YOU MUST READ THESE AGREEMENTS CAREFULLY AND BE SURE THAT YOU FULLY UNDERSTAND AND AGREE TO THE APPLICABLE TERMS AND CONDITIONS BEFORE USING THE MYLO PROGRAM. YOU SHOULD CONTACT MYLO IF YOU HAVE ANY QUESTIONS. IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS SET OUT IN THESE AGREEMENTS, YOU SHOULD NOT ACCESS OR USE THE MYLO PROGRAM.

You will receive offers, promotions and other commercial electronic communications from Mylo and its promotional partners as an integral part of the Mylo Program. You can unsubscribe at any time by using the unsubscribe links provided in these electronic communications or by contacting Mylo at unsubscribe@mylo.ai. However, you will still receive notices and other communications concerning your Investment Account.

MYLO PROGRAM AGREEMENT

THIS MYLO PROGRAM AGREEMENT (the “**Program Agreement**”) is entered into by and between you and Mylo Financial Technologies Inc. (“**Mylo**”). The Mylo Program Agreement governs your relationship with Mylo relating to your access to and use of the Mylo Mobile App, which is provided to you by Mylo, as well as certain services provided to you by Mylo in the context of the Mylo Program.

Please read this Program Agreement carefully and be sure that you fully understand the terms and conditions contained herein. This Program Agreement constitutes a binding legal agreement between you and Mylo.

DEFINED TERMS ARE CAPITALIZED. PLEASE SEE SECTION 1, FOR A DESCRIPTION OF THE DEFINED TERMS.

Mylo may update or revise this Program Agreement from time to time upon written notice to you. You agree that you will review this Program Agreement periodically. You are free to decide whether or not to accept a modified version of this Program Agreement, but accepting this agreement, as modified, is required for you to continue using the Mylo Program. You may have to click “accept” or “agree” to show your acceptance of any modified version of this Program Agreement. If you do not agree to the terms of this Program Agreement or any modified version of this Program Agreement, your sole recourse is to terminate your use of the Mylo Program, in which case your agreements with Tactex Asset Management Inc. (the “**Portfolio Manager**”) will also be terminated. Except as otherwise expressly stated by Mylo, any use of the Mylo Program is subject to the version of this Program Agreement in effect at the time of use.

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In consideration of your use of the Mylo App and other Mylo Program services provided to you by Mylo, you agree to the following terms:

1. TERMS

Capitalized terms used in this agreement shall have the meaning set forth below:

“Account Assets” means all assets and property of any type and description held, controlled and managed by the Portfolio Manager or its duly appointed agents on your behalf, including the Balance, and credited to your Investment Account or any sums held in trust by the Portfolio Manager on your behalf.

“Advising Representative” means a registered advising representative of the Portfolio Manager (portfolio management category), who is fully licensed to make discretionary investment decisions on behalf of clients.

“Aggregated Data” means aggregated, anonymized data pertaining to a group of users without any risk of disclosing any one user’s identity. Aggregated Data may include information about your location, your Financial Profile and your Financial Products.

“AML” means Anti-Money Laundering.

“Balance” means the total money held, controlled and managed by the Portfolio Manager or its duly appointed agents on your behalf, and credited to your Investment Account. The terms “money” and “funds” are used interchangeably in this Program Agreement.

“Business Day” means Monday through Friday, excluding statutory holidays under the laws of the Province of Quebec or the laws of Canada.

“Credit Information” means information obtained through an inquiry with a credit / consumer reporting agency that does not affect your credit score, but is used to confirm or obtain identification information.

“Deposit” means the transfer of money from your Funding Source to the Trust Account and the crediting of your Investment Account of the money that the Portfolio Manager receives.

“Financial Profile” means information about your finances possessed by Mylo, including, but not limited to Transaction History, Credit Information, Financial Products, your investment risk profile and your financial, savings and investment goals and objectives.

“Financial Products” means banking, credit card, mortgage, and insurance products you may be enrolled in or may be eligible for enrollment.

“Fund” means any of investment funds managed by the Portfolio Manager as investment fund dealer and which are established and offered to clients participating in the Mylo program. Additional information relating to each Fund can be found in the relevant fund’s offering documents, which are available upon request.

“Fund Custodian” means Fidelity Clearing Canada ULC or any replacement securities dealer selected by the Portfolio Manager to hold the Fund’s assets.

“Funding Source” means your chequing account that is the source of Deposits and the destination of Withdrawals.

“Initial Deposit” means the initial Deposit made towards a financial goal.

“Investment Account” means your discretionary managed account opened with the Portfolio Manager and governed by the terms of the Investment Management Agreement.

“Investment Management Agreement” means the agreement between you and the Portfolio Manager, which governs the investment advisory and portfolio management services that the Advising Representative of the Portfolio Manager provides to you.

“Limited Information” means all information needed to open and manage your Investment Account, including, but not limited to, your personal information, your social insurance number and answers to your risk profile assessment questions. On the other hand, this class of information categorically excludes any of your transaction data needed to calculate Roundups and to provide Financial Insights.

“Lump Sum Deposit” means a one-time Deposit that you initiate at your discretion.

“Monthly Technology Fee” means the fee charged monthly by Mylo for access to the Mylo Program and the use of the Mylo App.

“Mylo App” means the software, technology and platforms that Mylo provides to you in order to allow you to access your Investment Account and use the Mylo Program.

“Mylo Profile” means the account you create on the Mylo App serving as the technology platform over which you can manage all communications with the Mylo Program.

“Mylo Program” means the personal savings service provided to you by the Portfolio Manager as further described in this Program Agreement – see *Description of the Mylo Program* (Section 2)

“Notice” means all acceptable forms of notice including via email, phone call, written letter and in-app messaging.

“PAD” means Pre-Authorized Debit.

“Pending Roundup” means a Roundup that has been designated for Deposit, but has not yet been transferred from your Funding Source to make a Deposit.

“Portfolio” means the investment portfolio that the Advising Representative develops for you in connection with the Mylo Program.

“Portfolio Manager” means Tactex Asset Management Inc.

“Recurring Deposit” means a pre-determined Deposit on a weekly, biweekly or payday basis.

“Redemption” means a redemption (sale) of units of a Fund, the proceeds of which will then be transferred back to the client’s Funding Source.

“Roundup” means the difference between the actual amount of a purchase of a good or service using your Roundup Source(s) and the lowest whole dollar amount that is greater than the amount of the purchase.

“Roundup Deposit” means the Deposit of aggregated Pending Roundups.

“Roundup Source” means a bank debit card or credit card account that you use to generate Roundups.

“Subscription” means a subscription to units of a Fund, which requires that sufficient money is available in the client’s name in the Trust Account to purchase units of the Fund.

“Transaction History” means the transactions in your Funding Source and Roundup Sources.

“Trust Account” means a bank account held by a financial institution accepting deposits that holds money in trust for clients temporarily pending the completion of Subscriptions.

“Withdrawal” means the transfer of funds (after the settlement of any trades) from the Trust Account to your Funding Source and the debiting of your Investment Account of the money that you receive.

“Withdrawal Request” means a request from you to initiate a Withdrawal from your Investment Account.

“Your Information” means all information about you, including information about your identity, location, contact information, Financial Profile, Funding Source and Roundup Source(s) that you provide to Mylo.

2. DESCRIPTION OF THE MYLO PROGRAM

Mylo Program

The Mylo Program is a personal investment portfolio management service offered by the Portfolio Manager that is intended to help you save money and grow your savings to achieve your financial goals.

How the Mylo Program Works

You start by identifying and itemizing your financial goals using the Mylo App which is made available to you by Mylo. This includes naming your goal, identifying your goal amount and setting the Initial Deposit, the Recurring Deposit and the percentage of your Roundup Deposits that you want to attribute towards each goal. Under the discretionary advisement of your Advising Representative (acting on behalf of the Portfolio Manager), your Account Assets are then invested in a one or more Funds managed by the Portfolio Manager (in its capacity as Investment Fund Manager to each Fund) which are suitable for you based on your risk profile and goals. You can keep track of your goals and the achievement of your goals through the Mylo App.

How Roundups Work

Roundups make achieving your financial goals simple. When you make a purchase on a Roundup Source, Mylo will automatically roundup the amount of the purchase you make to the nearest whole dollar. At a fixed time every week (as determined by Mylo), Mylo will calculate the total of all of your Roundups for the said time period and communicate to the Portfolio Manager the total amount to be transferred from your Funding Source to your Investment Account. With the Portfolio Manager’s approval, this amount will be debited from your Funding Source and transferred into your Investment Account. This Deposit is known as a Roundup Deposit.

Funds

The Portfolio Manager will assign one of its Advising Representatives (portfolio manager category) to your account, who will determine an appropriate portfolio to invest your savings based on your financial goals. The Portfolio will consist of the Funds managed by the Portfolio Manager, acting as investment fund manager. These Funds will be redeemable, prospectus exempt funds offered only to Mylo investors

whose accounts are managed by one of the Portfolio Manager's Advising Representatives. Each such Fund will be invested exclusively in highly liquid, low cost exchange traded funds (ETFs) that track well known equity, fixed income and money market indexes. The Portfolio Manager will not receive a fee to manage the Funds. Furthermore, the Funds will only be responsible for payment of certain expenses relating to the operation of each Fund and the carrying on of their activities, namely fees and expenses relating to the Fund's portfolio investments, which include the cost of securities, interest on borrowings and commitment fees and related expenses payable to lenders and counterparties, custodial fees, brokerage fees, commissions and expenses, and banking fees. All other costs and expenses will be borne by the Portfolio Manager. Full details of the Funds are available in the respective Fund's Offering Memorandum.

Financial Insights

In order to help you achieve your financial goals, Mylo may provide you with general tips, recommendations and education materials on how to save, organize and manage your finances. Such materials should not be confused with investment advice provided to you by the Portfolio Manager.

Third-Party Products and Services

Mylo may also provide you with information relating to third-party products or services that can help you save, organize and manage your finances. Mylo may receive fees for providing such third-party information or otherwise promoting third party products and services to you.

3. RELATIONSHIPS

Service Providers

There are two separate entities that provide you with the services that comprise the Mylo Program: Mylo Financial Technologies Inc., and the Portfolio Manager. In order to use the Mylo Program, you are required to: (i) register for a Mylo Profile using the Mylo App and enter into this Program Agreement with Mylo; and (ii) enter into the Investment Management Agreement with the Portfolio Manager.

Portfolio Manager

The Portfolio Manager provides you with investment advisory and portfolio management services and has full discretionary authority to direct the investment of the Account Assets. The Portfolio Manager is currently registered as a portfolio manager in the provinces of Alberta, British Columbia, New Brunswick, Ontario and Quebec. The Portfolio Manager is also exploring opportunities to register in other provinces. For more information about and updates on the Portfolio Manager and its registration with securities regulators [\[Click Here\]](#).

Investment Fund Manager

The Portfolio Manager also acts as the investment fund manager for the Funds with responsibility for making all of the investment decisions relating to the assets of the Funds in accordance with the investment objectives and strategies of the Funds. The Portfolio Manager is registered as an investment fund manager in the provinces of Ontario and Québec. The Portfolio Manager also provides the Funds with investment advisory services and the day-to-day management of the affairs of the Funds. The Portfolio Manager does not charge management fees to the Funds.

Separate Agreements

This Program Agreement is between you and Mylo. You acknowledge that Mylo and the Portfolio Manager have separate agreements with you that set out separate rights and obligations between you

and the applicable entity. You further acknowledge that Mylo is not responsible for the obligations of the Portfolio Manager and that the Portfolio Manager is not responsible for the obligations of Mylo.

The Portfolio Manager is solely responsible for providing any investment advice you receive in connection with the Mylo Program. By signing an Investment Management Agreement with the Portfolio Manager, you understand that the Account Assets in your Investment Account will be managed and invested by the Portfolio Manager and that your Investment Account will not be a self-directed account nor will any other person have trading authorization over your Investment Account.

You understand and agree that under no circumstance will you interpret any communication from Mylo as investment advice.

Vendors and Contractors

Mylo and the Portfolio Manager may, subject to applicable laws and regulations, engage vendors or other sub-contractors to help each entity fulfill its duties under its agreement with you.

Information Sharing

Although Mylo and the Portfolio Manager are separate entities, Limited Information may be shared between these entities in order to provide you with the Mylo Program and to perform certain regulatory and compliance functions, such as verifying your identity for AML purposes. Such information will only be shared through the Mylo App, and only for the purpose of providing you with the services required to deliver the Mylo Program.

Mylo is Not a Broker, Investment Adviser or Tax Adviser

MYLO DOES NOT PROVIDE INVESTMENT, LEGAL OR TAX ADVICE. MYLO IS NOT A BROKER, INVESTMENT ADVISER, PORTFOLIO MANAGER OR TAX ADVISER. YOU ACKNOWLEDGE THAT MYLO IS NOT RESPONSIBLE FOR ANY ADVICE THAT THE PORTFOLIO MANAGER MAY GIVE TO YOU OR ANY INVESTMENT DECISIONS THAT THE PORTFOLIO MANAGER MAY APPLY TO YOUR INVESTMENT ACCOUNT.

4. THIRD-PARTY AGREEMENTS

Investment Management Agreement

The Investment Management Agreement entered into with the Portfolio Manager sets out the portfolio management services that the Portfolio Manager will provide you. Under the Investment Management Agreement, the Portfolio Manager is responsible for reviewing your personal financial situation, analyzing your Limited Information and Financial Profile, and investing your Account Assets.

5. YOUR MYLO PROFILE

Registration

You must create a Mylo Profile in the Mylo App, which is provided to you under license by Mylo, in order for you to participate in the Mylo Program. Individuals under the age of majority in their province of residence are prohibited from registering for a Mylo Profile or otherwise participating in the Mylo Program. Furthermore, you must be a resident of qualifying Canadian jurisdictions to use the Mylo Program. You are solely responsible for ensuring that the use of the Mylo Program in accordance with this Program Agreement in your jurisdiction of residence is permitted by law or regulation. If such use is not permitted by law, Mylo prohibits all access to and use of the Mylo Program.

Collection of Your Information

When you register for a Mylo Profile, you will be required to provide Mylo with Your Information. Mylo will collect this information for itself and will disclose Limited Information to the Portfolio Manager. This information is required in order to provide you with access to the Mylo Program and to comply with legal and regulatory requirements, including AML rules. For more details on the information that Mylo collects from you and how we use, disclose and safeguard this information please see Mylo's Privacy Policy [[Click Here](#)].

Accurate Information

You acknowledge that Mylo and the Portfolio Manager will be relying on the information you provide to verify your identity and provide services to you. You represent and warrant that the information you provide is true, accurate, current and complete. You agree to promptly update this information if it changes or is no longer accurate. You agree that if the information you have provided us is inaccurate, untrue, not current or incomplete, you will have materially breached this Program Agreement and Mylo and the Portfolio Manager reserve the right to terminate your use of the Mylo Program in accordance with Section 13 (Term and Termination).

AML Rules

You represent and warrant that you will abide by all applicable AML rules, including, but not limited to the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) and that you will, upon request, provide the Portfolio Manager, with any information or documents that the Portfolio Manager may require in order to comply with applicable regulatory requirements, including the AML rules and other applicable requirements.

Confidentiality and Unauthorized Access

You agree and understand that you are responsible for maintaining the confidentiality of your password used to access your Mylo Profile. If you become aware of any unauthorized access to your Mylo Profile or if you believe that someone is accessing your account without your permission, you must immediately notify Mylo at support@mylo.ai.

Other representation and warranties

You are opening an Investment Account for yourself and not on the behalf of any other individual, corporation or entity.

If any of the below apply to you, please contact Mylo to complete the Mylo Profile registration process. Otherwise, you represent that you are not:

- a) A current or former Politically Exposed Person
 - If you have you ever held one of the following offices or positions in or on behalf of a foreign state, then you are a Politically Exposed Person:
 - *Head of state or head of government*
 - *Member of the executive council of government or member of a legislature*
 - *Deputy minister or equivalent rank*
 - *Ambassador or attaché or counselor of an ambassador*
 - *Military officer with a rank of general or above*

- *President of a state-owned company or a state-owned bank; head of a government agency*
 - *Judge*
 - *Leader or president of a political party represented in a legislature*
- If you have a prescribed family member who is considered a Politically Exposed Person, then you qualify as well as one. Prescribed family members include:
 - *Spouse or common law partner*
 - *Child*
 - *Mother or father*
 - *Mother or father of the spouse or common-law partner (mother-in-law or father-in law)*
 - *Child of the mother or father (brother, sister, step-brother, step-sister)*
- b) A director or senior officer of a publically traded company
- c) An employee of the Investment Industry Regulatory Organization (IIROC), a stock exchange or a securities firm that is a member of IIROC
- d) An individual who alone or as part of a group owns 10% or more of the voting rights of a publicly traded company

6. SOURCE OF FUNDS

Connecting Your Account

You acknowledge and agree that you must connect your Mylo Profile to your Funding Source and Roundup Source(s) using the Mylo App in order to fund your Investment Account, and receive Withdrawals.

Funding Source

When you register for a Mylo Profile, you will be required to connect your Mylo Profile to your Funding Source by entering information about your Funding Source into the Mylo App, including the routing number and account number of your Funding Source. You acknowledge that the information that you provide about your Funding Source is Your Information and you represent and warrant that it is true, accurate, current and complete information.

You will receive confirmation through the Mylo App when your Funding Source is connected to your Mylo Profile for the purpose of making Deposits to or Withdrawals from your Investment Account. All amounts received by the Portfolio Manager shall be held in trust on your behalf in the Trust Account, until such time as the Portfolio Manager has processed Subscriptions on your behalf. You agree to promptly update the account details of your Funding Source that are no longer accurate. Failure to update your information may disrupt your use of the Mylo Program. You can only have one Funding Source associated with your Mylo Profile at any given time.

You must also agree to PADs from your Funding Source which shall be initiated by the Portfolio Manager on the basis of your Pending Roundups as determined by Mylo. Mylo will only provide the actual amount of the Pending Roundups to the Portfolio Manager in order for it to process a Roundup Deposit. Mylo does not disclose other information relating to your Funding Source to the Portfolio Manager.

The Funding Source will be the source of all Deposits, including Roundup Deposits, and the destination of all Withdrawals.

Roundup Source

In order to use the Roundup feature in the Mylo Program and make Roundup Deposits, you will be required to connect your Roundup Source to your Mylo Profile. You can connect multiple Roundup Sources to your Mylo Profile. You connect your Roundup Source to your Mylo Profile by entering information about the Roundup Source into the Mylo App. This may include bank account and credit card information. You acknowledge that the information about your Roundup Source that you provide to Mylo is Your Information and you represent and warrant that it is true, accurate, current and complete information. You will receive confirmation through the Mylo App when your Roundup Source is connected to your Mylo Profile. You agree to promptly update information about your Roundup Source that is no longer accurate. Failure to update your information may disrupt your use of the Mylo Program.

Mylo will track purchases made on your Roundup Source(s) to calculate your Roundup Deposits. Roundup Deposit amounts are communicated to the Portfolio Manager to transfer from your Funding Source. Roundup Deposits will only be made from your Funding Source. No funds will be withdrawn or deposited into your Roundup Source(s), unless the Roundup Source has been designated as your Funding Source.

All information relating to your Funding Sources and Roundup shall be collected, retained and disclosed only in accordance with the Portfolio Manager's Privacy Policy.

7. DEPOSITS

Lump Sum and Recurring Deposits

You may make a Lump Sum Deposit or a Recurring Deposit from your Funding Source using the Mylo App. The minimum deposit amount is \$10.00. Mylo reserves the right to postpone your contributions to the Investment Account until you have a minimum of \$10.00 to deposit.

Roundup Deposits

You authorize Mylo to automatically roundup the amount of every purchase you make on your Roundup Source(s) to the nearest dollar and to designate the corresponding Roundup amount as a Pending Roundup. At the end of each week, Mylo will aggregate all of your Pending Roundups and communicate to the Portfolio Manager the total amount to be contributed to the Investment Account. Once the Portfolio Manager approves the Deposit, the aggregate amount of the Pending Roundups will be withdrawn from your Funding Source by the Portfolio Manager and deposited to the Trust Account until such time as the Subscription(s) are processed. A record is kept of the exact amounts you have transferred in and out at all times. If you subsequently cancel or reverse any purchase you made using your Roundup Source(s), the corresponding Roundup amount will remain.

Deposit Limitations

Mylo and the Portfolio Manager reserve the right to limit or restrict Deposits for any reason, including if either entity has reason to suspect any suspicious or illegal activity.

Preauthorized Debits

You authorize the Portfolio Manager, and the designated financial institution (or any other financial institution the Portfolio Manager may authorize at any time) to begin Deposits on regular intervals from your self-designated Funding Source. These Deposits are based on Pending Roundup, Recurring Deposit and/or Lump Sum Deposit for funding your Subscription by the Portfolio Manager.

You confirm that you will not be provided with written Notice of the amount of each Deposit debit.

This authority is to remain in effect the entire duration of the Mylo Program Agreement. Any cancellation Notices must be received at five (5) Business Days before the next debit is scheduled at the address provided below.

Email : mylo@tactex.ca

By Mail:

Tactex Asset Management Inc.
481, Viger street West, Suite 200
Montreal (Quebec) H2Z 1G6

The Portfolio Manager or Mylo may assign this authorization, whether directly or indirectly, by operation of law, change of control or otherwise, by providing at least 10 days prior Notice to you.

As the Portfolio Manager is facilitating transfers between two financial accounts in your name, you forfeit your rights to dispute any debit unless the debit does not comply with this agreement. For example, you have the right to receive reimbursement for any PAD that is not consistent with Section 7. To obtain a form for a reimbursement claim, or for more information on your recourse rights, you may contact your financial institution or visit www.cdnpay.ca

Investment in the Funds

When your Advising Representative decides to invest your money into the Funds, the purchase of units in those Funds is called a Subscription. When Subscriptions to the Funds occur, your money is transferred from the Trust Account into the Fund account in exchange for units of the Fund. A record of this transaction, as well as the number of outstanding units you own, is recorded in the Portfolio Manager's book of records.

The assets reflected in your Investment Account may only be used towards investments as decided by the Advising Representative. Securities in your account shall consist of units of the Fund to which you have subscribed. The underlying assets of the Funds to which you have subscribed are held by the Fund Custodian in an account in the name of the Fund. This means that your Account Assets are segregated from the assets of Mylo and the Portfolio Manager.

Mylo Referral Program

You may choose to participate in the Mylo Referral Program. The Mylo Referral Program allows you to earn a \$5.00 CAD credit, which will be credited to your Investment Account when you refer a friend to the Mylo program. The terms and conditions governing the Mylo Referral Program are set out in Schedule "A" hereto. By participating in the Mylo Referral Program or by sending a referral link to any person, you acknowledge and agree to the terms and conditions set out in Schedule "A" that shall form part of these Mylo Program Terms and Conditions.

8. WITHDRAWALS

Withdrawing Funds-

You may withdraw all or part of your Balance from your Investment Account to your Funding Source at any time by sending a Withdrawal Request to the Portfolio Manager via the Mylo App. The Portfolio Manager will not charge you fees or penalties to withdraw your funds. The Portfolio Manager, will upon receipt of your request, redeem all or a portion of the Fund units held in your account in accordance with its applicable redemption procedure, and transfer sums to your Funding Source.

The Portfolio Manager will execute a Withdrawal after the Redemption and receipt of corresponding amounts from the Fund Custodian. The Portfolio Manager will use all reasonable efforts to process all Redemption requests as soon as possible.

Withdrawal Limitations

You must have sufficient money in your Investment Account to complete a Withdrawal. If your Withdrawal Request exceeds the Balance, the Portfolio Manager will decline your request. The Portfolio Manager reserves the right to limit or restrict Withdrawals for any commercially reasonable reason, including if the Portfolio Manager has reason to suspect any suspicious or illegal activity.

9. DEPOSIT AND WITHDRAWAL TRANSACTIONS

Processing Time

Reasonable steps will be taken to process Deposits and Withdrawals within two (2) Business Days. You acknowledge that Mylo or the Portfolio Manager are not liable for any error or processing delay caused by any third party, including any financial institution that maintains your Funding Source or any service provider or vendor of any such financial institution.

Fees and Penalties

You agree that none of Mylo or the Portfolio Manager shall be liable to you for any fees or penalties charged by any financial institution that maintains your Funding Source in connection with a Deposit or a Withdrawal, including any overdraft fees. You agree that you are responsible for any fees or penalties that you may incur from any financial institution that maintains your Funding Source as a result of any Deposit or Withdrawal.

Correct Information and Payment Instructions

You acknowledge and understand that it is your responsibility to provide correct information about your Funding Source and Roundup Source(s). You also acknowledge and understand that it is your responsibility to provide correct payment instructions for Deposits and Withdrawals. You acknowledge that incorrect or incomplete information regarding your Funding Source or regarding instructions to make a Deposit or Withdrawal may result in the transaction being rejected or completed incorrectly. You agree that it is not the Portfolio Manager's responsibility to determine whether there is a discrepancy between the information in your Investment Account and the information in your Funding Source or Roundup Source.

Acts or Omissions

You agree that Mylo, the Portfolio Manager, or any other supplier to the Mylo Program, shall not be held liable for any act or omission of any financial institution that maintains your Funding Source or Roundup Source or for any act or omission of any service provider or vendor of any such financial institution.

Indemnity

You agree to indemnify and hold Mylo, the Portfolio Manager, or any other supplier to the Mylo Program, harmless from any and all damages resulting from or relating to any incomplete or incorrect information regarding yourself, your Funding Source or Roundup Source(s) or in payment instructions to make a Deposit or Withdrawal.

10. FEES

Mylo Fees and Pre-authorized debits

Mylo will charge you a Monthly Technology Fee, which is \$1 per month as of the date of this Program Agreement. Mylo may modify the Monthly Technology Fee upon 60 days Notice to you. You authorize Mylo, and the designated financial institution (or any other financial institution Mylo may authorize at any time) to withdraw the Monthly Technology Fee from your self-designated Funding Source. This authority is to remain in effect the entire duration of the Mylo Program Agreement. Any cancellation Notices must be received at five (5) Business Days before the next debit is scheduled at the address provided below.

Email: Support@mylo.ai

By Mail:

Mylo Financial Technologies
PH5 – 642 de Courcelle, street
Montreal QC
H4C 3C5

Mylo may assign this authorization, whether directly or indirectly, by operation of law, change of control or otherwise, by providing at least 10 days prior Notice to you.

You have the right to receive reimbursement for any PAD that is not consistent with this Section 10. To obtain a form for a reimbursement claim, or for more information on your recourse rights, you may contact your financial institution or visit www.cdnpay.ca

Other Fees

For as long as you are a client of the Mylo Program, the Portfolio Manager will not charge you management fees, trading commissions or custody fees in your Investment Account. Certain fees are charged by the Funds, as set out in more detail in the offering documents and term sheet relating to the Fund.

That is, and until further notice to you, you will not be charged any advisory or other portfolio management fees in connection with your use of the Mylo Program, aside from the Monthly Technology Fee. However, a Fund may pay for certain expenses which amounts are paid for by the assets invested in the Fund. See section 2 “Funds”.

If you choose to terminate the Mylo Program, your relationship with the Portfolio Manager will also be terminated. In such event, the Portfolio Manager will redeem any remaining Fund units held in your Investment Account and subsequently transfer the proceeds to your funding account, at no charge.

Mylo and the Portfolio Manager reserve the right to charge, add, or increase fees in connection with the Mylo Program. In such event, the Portfolio Manager will provide you with not less than 60-day Notice before charging or changing fees.

Third-Party Fees

You may be charged fees from third-parties, such as a financial institution, when you deposit or withdraw funds. We recommend that you consult with your financial institution before using the Mylo Program.

11. RIGHTS YOU GRANT TO MYLO

Disclosure of Your Information

You authorize Mylo to disclose your Limited Information to the Portfolio Manager in order to provide you with the Mylo Program and to perform certain regulatory and compliance functions. You also authorize Mylo to notify the Portfolio Manager of any updates or changes to your Limited Information as required. Additional disclosure surrounding use by Mylo and third party service providers is provided in the Privacy Policy.

Access to Bank Accounts

You authorize Mylo to access and log-in to the Funding Source and Roundup Source(s) that you connect to your Mylo Profile on your behalf as your agent using the credentials that you provide to us, including usernames and passwords for the purpose of calculating the Roundup Deposit. You additionally authorize Mylo to advise the Portfolio Manager of the Roundup amount on a weekly basis. Mylo will only provide summarized data (i.e. deposit or withdrawn amounts) to the Portfolio Manager. The Portfolio Manager will never have access to your Funding Source and Roundup Source(s) access credentials.

YOU ARE RESPONSIBLE FOR ENSURING THAT YOUR AGREEMENTS WITH YOUR ROUNDUP SOURCES PERMIT YOU TO APPOINT MYLO AS YOUR LAWFUL AGENT TO ACCESS YOUR ROUNDUP SOURCE(S).

Transaction History

YOU AUTHORIZE MYLO TO EXAMINE, ANALYZE, TRACK AND COLLECT INFORMATION ABOUT YOUR TRANSACTION HISTORY IN ORDER TO: (I) PROVIDE YOU WITH ACCESS TO THE ROUNDUP FEATURE; (II) DEVELOP AND IMPROVE YOUR FINANCIAL PROFILE; AND (III) TO CUSTOMIZE THE MYLO PROFILE FOR YOU.

IF YOUR ROUNDUP SOURCE(S) REFUSE TO ALLOW MYLO ACCESS TO INFORMATION ON PURCHASES MADE ON YOUR ROUNDUP SOURCE(S), MYLO MAY TERMINATE THIS PROGRAM AGREEMENT WITHOUT FURTHER OBLIGATIONS OR LIABILITY TO YOU.

Credit Information

You authorize Mylo to request and obtain your Credit Information from any consumer reporting agency. You furthermore authorize Mylo to share your Credit Information with the Portfolio Manager and other service providers to the Mylo Program in order for them to: (i) verify your identity; (ii) perform AML verifications, (iii) develop and improve your Financial Profile; and (iv) customize the Mylo Program for you.

Financial Profile

You acknowledge and authorize Mylo to develop and use your Financial Profile to: (i) customize and improve the Mylo Profile; (ii) provide you with an overview of your savings and finances; (iii) provide you with tips, recommendations and education materials on how to save, organize and manage your finances; (iv) provide you with information about third party products or services that can help you organize and manage your finances; and (v) to conduct statistical research and analysis on an aggregated basis for comparative and historical insights.

12. YOUR INFORMATION

Ownership

You retain ownership of Your Information, including all rights therein and relating thereto.

Aggregated Data

You grant Mylo a non-exclusive, transferable, assignable, irrevocable, royalty-free, worldwide, perpetual license to create Aggregated Data and to use such Aggregated Data, and all modifications thereto and derivatives thereof, for any purpose, including, without limitation, to improve the Mylo Profile, to develop new products and services, to understand usage, to build and create data profiles and to conduct statistical research and analysis for comparative and historical insights.

Transfer

Mylo may transfer Your Information outside of Canada for processing or storage that may be subject to the laws of such foreign jurisdictions. Mylo will have in place and maintain appropriate technical and organizational measures to protect Your Information against unauthorized or unlawful processing, or accidental loss, destruction or damage.

Termination

In the event that this Program Agreement is terminated or if you remove Your Information from your Mylo Profile, Mylo may maintain Your Information and may continue to use Your Information pursuant to the licenses granted above, in accordance with its Privacy Policy.

13. TERM AND TERMINATION

Term of Agreement

The term of this Program Agreement will begin when you register for the Mylo Program (i.e., create a Mylo Profile) and will continue until the Program Agreement is terminated by either party as outlined in this Section.

Termination

You may terminate this Program Agreement immediately for any reason with or without cause by closing and deleting your Mylo Profile. Mylo may terminate this Program Agreement immediately upon Notice to you for any reason with or without cause. The Portfolio Manager may terminate their agreements with you in accordance with the terms of each of these respective agreements.

Effect of Termination

Upon termination of this Program Agreement, Mylo will immediately cease providing the Mylo App to you and all usage rights granted under this Agreement shall terminate. Termination of this Program Agreement shall also automatically terminate your Investment Management Agreement with the Portfolio Manager. The remaining Balance in your Investment Account will be deposited into your Funding Source. You understand and acknowledge that the termination of this Program Agreement may involve the deletion of Your Information. Mylo will not be liable to you or to any third party for any liabilities, claims or expenses arising from or relating to any termination.

Suspension

We may suspend your right to use the Mylo Program if: (i) you breach the terms of this Program Agreement; (ii) Mylo suspects that your Mylo Profile or Investment Account is being used without authorization; (iii) Mylo suspects that your Mylo Profile or Investment Account is being used for illegal or fraudulent purposes; or (iv) Mylo needs to comply with applicable law.

14. DISPUTE RESOLUTION

Your satisfaction with the Mylo Program is important to Mylo. If you have a complaint regarding the Mylo Program, or with respect to any provision of this Program Agreement, you must first submit your complaint directly to Mylo at support@mylo.ai. Mylo will review your complaint and seek to resolve the complaint to your satisfaction as soon as possible.

[Not applicable in Quebec] If your complaint is not resolved to your satisfaction within thirty (30) days of making the complaint, you agree to resolve the complaint by final and binding arbitration to the extent mandatory arbitration is permitted by applicable law. The arbitration will be conducted in the province or territory in which you reside in accordance with the commercial arbitration laws and rules in the province or jurisdiction in which you reside. The complaint shall not be made the subject matter of an action in any court unless the complaint has first been submitted to arbitration and finally determined in arbitration. Any such action commenced thereafter shall only be for the purpose of enforcing the arbitration decision and the costs incidental to the action.

If mandatory arbitration of your dispute is not permitted under applicable law, you agree that you will seek a remedy before the superior court of justice of your province or territory of residence.

15. WARRANTIES

Warranty

Mylo represents and warrants that it will provide the service described herein in a professional manner consistent with general industry standards. Your exclusive remedy for a breach of this warranty shall be as provided in Section 13 - Term and Termination.

Warranty Disclaimer

SOME PROVINCES AND TERRITORIES DO NOT ALLOW FOR THE EXCLUSION OF WARRANTIES (INCLUDING THE PROVINCE OF QUEBEC). IN THESE PROVINCES AND TERRITORIES, YOU HAVE ONLY THE WARRANTIES THAT ARE EXPRESSLY REQUIRED TO BE PROVIDED IN ACCORDANCE WITH APPLICABLE LAW.

IN ALL OTHER PROVINCES AND TERRITORIES, EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE MYLO PROGRAM IS PROVIDED TO YOU ON AN "AS IS" BASIS WITHOUT ANY WARRANTY WHATSOEVER AND MYLO EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION, WARRANTY OR CONDITION OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT, OR ANY WARRANTY ARISING FROM A COURSE OF DEALING, PERFORMANCE, OR TRADE USAGE. YOUR SOLE AND EXCLUSIVE REMEDY, AND MYLO'S SOLE OBLIGATION TO YOU OR ANY THIRD PARTY FOR ANY CLAIM ARISING OUT OF YOUR USE OF THE MYLO PROGRAM, IS THAT YOU ARE FREE TO DISCONTINUE YOUR USE OF THE MYLO PROGRAM AT ANY TIME.

16. LIMITATIONS OF LIABILITY

Limitation of Liability

SOME PROVINCES AND TERRITORIES DO NOT PROVIDE EXCLUSION OR LIMITATION OF LIABILITY FOR ALL TYPES OF DAMAGES (INCLUDING THE PROVINCE OF QUEBEC). IN THOSE PROVINCES, MYLO WILL ONLY BE LIABLE TO YOU FOR DAMAGES THAT WE ARE EXPRESSLY REQUIRED TO BE LIABLE TO YOU UNDER APPLICABLE LAW.

IN ANY OTHER CASE, MYLO SHALL NOT BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES WHICH MAY BE INCURRED BY YOU IN CONNECTION WITH YOUR USE OF THE MYLO PROGRAM, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY INCLUDING, BUT NOT LIMITED TO, ANY LOSS OF PROFIT, LOST OPPORTUNITIES, LOSS OF DATA SUFFERED, OR OTHER INTANGIBLE LOSS.

Connectivity

MYLO SHALL NOT BE LIABLE FOR DELAYS, INTERRUPTIONS, SERVICE FAILURES, OR OTHER PROBLEMS INHERENT IN USE OF THE INTERNET, ELECTRONIC COMMUNICATIONS, TELECOMMUNICATIONS NETWORKS OR OTHER SYSTEMS OR NETWORKS OUTSIDE THE REASONABLE CONTROL OF MYLO.

17. INDEMNIFICATION

You agree to indemnify and hold Mylo, our affiliated companies and their respective agents, employees, directors and officers, harmless from any claim or demand, cause of action, liabilities and costs including reasonable lawyer's fees made by any third party due to or arising out of: (i) your use of the Mylo App, (ii) your violation of this Program Agreement, (iii) any misrepresentations made by you, or (iv) your violation of any third party's rights.

Mylo reserves the exclusive right, at your expense, to conduct the defense and assume control of any matter, subject to indemnification by you, in which event you shall cooperate with Mylo in asserting any and all available defenses.

18. GENERAL PROVISIONS

Assignment

No party may assign this Program Agreement or any right under this Program Agreement, without the consent of the other party, which consent shall not be unreasonably withheld or delayed; provided however, that Mylo may assign this Program Agreement to an acquirer of all or substantially all of the business of Mylo to which this Program Agreement relates, whether by merger, asset sale or otherwise. This Program Agreement shall be binding upon and inure to the benefit of the parties' successors and permitted assigns.

Notices and Communications

Except as otherwise permitted in this Program Agreement, Notice and other communications under this Program Agreement will be made in writing to the other party. YOU AGREE THAT ALL NOTICES, COMMUNICATIONS, FINANCIAL INFORMATION AND REPORTS WILL BE DELIVERED TO YOU ELECTRONICALLY. A FEE MAY BE CHARGED TO YOU IF YOU REQUEST PAPER MATERIALS.

You will receive receive offers, promotions and other commercial electronic communications from Mylo and its promotional partners as an integral part of the Mylo Program. You can unsubscribe at any time by using the unsubscribe links provided in these electronic communications or by contacting Mylo Financial

Technologies Inc. at support@mylo.ai. However, you will still receive Notices and communications from the Portfolio Manager concerning your Investment Account and any transactions relating to the Mylo Program, as well as financial information and other reports that are required to be provided to you.

Waiver

No waiver shall be effective unless it is in writing and signed by the waiving party. The waiver by either party of any breach of this Program Agreement shall not constitute a waiver of any other or subsequent breach.

Severability

If any term of this Program Agreement is held to be invalid or unenforceable, that term shall be reformed to achieve as nearly as possible the same effect as the original term, and the remainder of this Program Agreement shall remain in full force.

Entire Agreement

This Program Agreement (including all Schedules and exhibits) contains the entire agreement of the parties and supersedes all previous oral and written communications by the parties, concerning the subject matter of this Program Agreement.

Survival

Sections 13, 14, and 16 through 18 of this Program Agreement shall survive the expiration or termination of this Program Agreement for any reason.

Governing Law

This Agreement shall be governed by the laws of the province in which you are ordinarily resident at the time that you enter into this Program Agreement and the federal laws applicable therein without regard to the principles of conflict of laws.

Compliance with Laws

Mylo reserves the right to change any process or service provided under the Program Agreement in order to comply with all applicable local, provincial, national and foreign laws in connection with its delivery of the Mylo Program, including those laws related to financial services, data privacy, international communications, and the transmission of technical or personal data.

19. CLIENT ACKNOWLEDGEMENT

YOU HEREBY ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTOOD THE TERMS OF THIS PROGRAM AGREEMENT, AND THE INVESTMENT MANAGEMENT AGREEMENT AND THAT YOU HAVE HAD AN OPPORTUNITY TO SEEK TAX, LEGAL AND OTHER PROFESSIONAL ADVICE. YOU AGREE TO ENTER INTO THE AGREEMENTS AND AGREE TO BE BOUND BY THEIR TERMS AND CONDITIONS.

SCHEDULE "A"

Mylo Referral Program - Terms and Conditions

The Mylo Referral Program allows registered Mylo users having a valid and approved Mylo Investment Account ("You" or "Your") to earn a \$5.00 referral credit (a "**Referral Credit**"), which shall be credited to your investment account when you successfully refer a friend to the Mylo program ("**Referred Friend**"), in accordance with the terms and conditions set out below. All Referral Credits are paid by Mylo Financial Technologies Inc.

By participating in the Mylo Referral Program or by sending a Referral Link (as defined below) to any person, you acknowledge and agree to be bound by these terms and conditions, which shall form part of your Mylo Program Terms and Conditions. Capitalized terms that are not defined here will have the same meaning as given to them in the Mylo Program Terms and Conditions.

How to Earn a \$5.00 Referral Credit

You can earn a Referral Credit in the amount of \$5.00, which amount will be credited to your Investment Account if:

- (i) a Referred Friend clicks on a referral link provided by you ("**Referral Link**") to create and open a validly approved Mylo Investment Account that complies with the Mylo Program Terms and Conditions;
- (ii) the Referred Friend successfully funds his/her Investment Account with an Initial Deposit from his/her Funding Source; and
- (iii) You have already funded your Mylo Investment Account with an Initial Deposit from your Funding Source.

Mylo will use reasonable efforts to credit the Referral Credit to your Investment Account at the time the next weekly Mylo transfer is successfully processed from your designated Funding Source.

The maximum Referral Credits you can receive in aggregate is \$5,000 CAD.

Referred Friend Referral Credit

A Referred Friend that has opened an approved Mylo Investment Account using a valid Referral Link will receive a Referral Credit in the amount of \$5.00 once he/she has successfully funded his/her Investment Account with an Initial Deposit from a Funding Source.

Mylo will use reasonable efforts to deposit the Referral Credit to the Investment Account of the Referred Friend at the time the next weekly Mylo transfer is successfully processed from the Referred Friend's designated Funding Source.

Requirement of successful account funding

The Referral Credit may not be considered as a Mylo Account's Initial Deposit. All Initial Deposits must originate from the user's Funding Source.

Sharing Referral Links

Referral Links may only be used for personal and non-commercial purposes, and only shared with family and personal friends. Mylo reserves the right to refuse to pay any Referral Credit where the Referral Link was shared publicly or in any way not intended by Mylo.

Restrictions

Referral Credits may not be earned by creating multiple Mylo Accounts for the same person. Each Referred Friend must be (i) over 18 years old, (ii) a Canadian resident, and (iii) residing in a province in which the Mylo program is offered and made available to users.

If for any reason you believe that there is a discrepancy regarding your proper receipt of a Referral Credit, please contact us. Mylo may require you to submit additional information in order to make a determination regarding your entitlement to a Referral Credit. All decisions regarding your Referral Credits will be final and at Mylo's sole discretion. Each user is responsible for any tax consequences, if any, that may result from his/her receipt of a Referral Credit.

Multiple Referrals

A Referred Friend may only use a single Referral Link. If a Referred Friend receives multiple Referral Links from multiple Mylo users, only the Mylo user corresponding having originated the relevant Referral Link used by the Referred Friend will receive a Referral Credit. This Referral program may not be combined with any other offers or promotional code.

Severability

If any provision in these terms and conditions are held to be invalid, void, or unenforceable, such provision (or the part of it that is making it invalid, void or unenforceable) will be struck and not affect the validity of and enforceability of the remaining provisions.

Termination and Changes

Mylo may suspend or terminate the Referral Program or a user's ability to participate in the Referral Program at any time for any reason. Mylo reserves the right to suspend accounts or reverse Referral Credits if we notice any activity that we believe is abusive, fraudulent, or in violation of the Mylo Program Terms and Conditions. We reserve the right to review and investigate all referral activities and to suspend accounts or modify the terms relating to referrals without notice at our sole discretion.

Updates to the Terms and condition of Referral Program

We can update or modify these terms and conditions applying to the Referral Program or the amount of any Referral Credit at any time without prior notice. If we modify these terms and conditions, we will post the modification on the Mylo.ai website, applications, or services, which are effective upon posting. Continued participation in the Referral Program after any modification shall constitute consent to such modification.