



DISCLOSURE STATEMENT

Our investment and financial planning process starts with a Personal Financial Review form which is completed by you before attending your first appointment.

Moneystrat Securities Inc. is a Mutual Fund and Exempt Market Dealer licensed to sell mutual funds and exempt market securities as outlined in Ontario Securities Commission (OSC) regulations. Our self-regulatory organization (SRO) is the Mutual Fund Dealers Association of Canada (MFDA). The MFDA is responsible for the enforcement of industry regulations to protect investors, maintain fair, equitable and ethical practices in the industry and ensure conformity with securities legislation.

All employees are required to be licensed by the OSC having passed the Canadian Securities Course® (CSC) and the Conduct and Practices Handbook Course® (CPH).

All employees must comply with the rules and regulations as outlined in the Ontario Securities Act R.S.O. 1990, c.S.5, National Instrument 81-105 and the MFDA rules, by-laws, policies, notices and bulletins.

All employees must be fully aware of and compliant with the Canadian Securities Conduct and Practices Standards of Conduct.

All clients of Moneystrat Securities Inc. are responsible for making their own investment decisions. However, they can rely on the advice provided by their Approved Person regarding the suitability of the investments based on their investment knowledge, time horizon, investment objectives and risk tolerance as outlined in their Personal Financial Review form. This includes both the investment products recommended by the Approved Person and those requested by the client.

A suitability review will be conducted by the Approved Person when:

- a client transfers assets into an account with Moneystrat;
- there is a material change in the client's Know Your Client (KYC) information;
- there is a change in the Approved Person responsible for the account.

1. **Products and Services:** Financial, retirement, estate and tax planning, investment management, mutual funds, exempt market products, principal protected notes and guaranteed investment certificates (GICs).
2. **Front End Load:** If a mutual fund is purchased using the **front end load** option, a **one-time** purchase fee, as a percentage of the gross investment amount, may be deducted by the fund management company, part of which will be paid to a Moneystrat Securities Inc. representative.
3. **Deferred Sales Charge (DSC):** If a mutual fund is purchased using the **deferred sales charge** option, you will not pay any sales charge at the time of purchase; however, the mutual fund will pay a commission to a Moneystrat Securities Inc. representative. If you were to redeem the fund the next day, you would pay between 4.5% and 6% (depending on the fund and fund company). This charge decreases by a set percentage for each year that your investment remains in the fund until the charge is eliminated. You are allowed to withdraw 10% per year with no charge.

When making a recommended switch from one fund to another there may be DSC remaining on the fund being switched out. DSC deducted from the fund may be reimbursed to the client when the new fund is



purchased, as long as it does not exceed the commission received on the purchase of the new fund. The DSC charged and reimbursed will be clearly identified on the Moneystrat order and a DSC Rebate Disclosure Statement will be provided.

4. **Service Fees:** Some fund management companies may provide additional incentive compensation to Moneystrat Securities Inc. representatives, such as subsidizing the cost of financial conferences or continuing education programs, and regular service fees resulting from the purchase of their funds.
5. **RSP/RIF Trustee Fees:** Should the mutual funds be held in a RSP, RIF or other registered tax deferral plans, the trustee of the plan may annually deduct a trustee fee from the funds. The trustee may also charge a deregistration fee and a transfer out fee.
6. Although cashable on any business day, professionally managed mutual funds are usually considered to be long term investments and their market value may fluctuate during short term periods. Past performance of mutual funds is not necessarily a guarantee of future performance.
7. **Procedures for Handling Cash and Cheques:** All cheques should be made payable to "Moneystrat Securities Inc. In Trust". Under no circumstances should the cheque be made payable to the Approved Person or any other employee of Moneystrat Securities Inc. No interest will be paid to clients on deposits to the Moneystrat Securities Inc Trust account. Cash can only be accepted by following the Financial Transactions and Reports Analysis Centre of Canada (FINTRAC) guidelines on the Proceeds of Crime (Money Laundering) and Terrorist Financing Act.
8. **Moneystrat Financial Services Inc.:** Fees are charged for services provided by this firm. These services include income tax return preparation and filing, estate planning, wills, power of attorneys and trusts. These fees may provide compensation to a Moneystrat Securities Inc. representative. These services are not performed under Moneystrat Securities Inc. and not the responsibility of Moneystrat Securities Inc.
9. **Privacy Disclosure Statement:** Canada's federal privacy law, The Personal Information Protection and Electronic Documents Act (PIPEDA), requires that Moneystrat Securities Inc. obtain from all existing, new and prospective clients knowledgeable consent for the collection, use and/or disclosure of his or her personal information. Please refer to Schedule C for detailed information on our policies and procedures.
10. **Dual Occupations:** Representatives of Moneystrat Securities Inc. may hold dual licenses which include insurance. These activities are performed under the separate but associated company Moneystrat Insurance Management Inc. These activities are not performed under Moneystrat Securities Inc. and not the responsibility of Moneystrat Securities Inc.
11. **Confidential Client Information:** Clients who engage the services of Moneystrat Securities Inc., Moneystrat Financial Services Inc. and/or Moneystrat Insurance Management Inc. may have confidential client information shared between the three above-noted associated companies. Sharing of information will be in accordance with the policies and procedures as outlined in the Privacy Disclosure Statement. The client has a right to revoke the consent to share information and the client consent is not required as a condition of dealing with Moneystrat Securities Inc.
12. **Leveraging:** All clients, whether or not they engage in leveraged investing, must review and sign off on the enclosed Schedule D – Borrowing Money to Buy Securities (Leverage Risk Disclosure).



13. **Conflicts of Interest:** Moneystrat Securities Inc. has an obligation to approach and address any material conflicts of interest it encounters in your best interest. Schedule E – Conflicts of Interest Disclosure sets out important information about your relationship with Moneystrat and your Moneystrat representative. It explains what our material conflicts of interest are, what risks they may pose to you, and how we manage them.
14. **Content and Frequency of Reporting:** Investment statements will be mailed to all clients on a quarterly basis. The Investment statement content will include:

Client name accounts:

- (i) all debits and credits;
- (ii) the quantity and description of each security purchased, sold or transferred and the dates of each transaction; and
- (iii) for automatic payment plan transactions, the date the plan was initiated, a description of the security and the initial payment amount made under the plan.

All accounts:

- (i) the type of account;
- (ii) the account number;
- (iii) the date the statement was issued;
- (iv) the period covered by the statement;
- (v) the name of the Approved Person(s) servicing the account, if applicable; and
- (vi) the name, address and telephone number of the Member.

Trade confirmations will be provided on a monthly basis directly from the fund company or registered account trustee.

Rates of Return

In addition to complying with the requirements in MFDA Rule 2.8.2, any client communication containing or referring to a rate of return regarding a specific account or group of accounts must be based on an annualized rate of return and explain the methodology used to calculate such rate of return in sufficient detail and clarity to reasonably permit the client to understand the basis of the rate of return.

You will find details of front end loads, deferred sales charges, and additional compensation amounts in the Fund Facts for each mutual fund.

I acknowledge receipt of this disclosure statement and Fund Facts which contain additional information regarding fees and incentive compensation for each mutual fund purchased.

CLIENT NAME	SIGNATURE X	
CLIENT NAME	SIGNATURE X	
DATE	REP NAME	CODE 9713–



SCHEDULE A

MUTUAL FUND DEALERS ASSOCIATION OF CANADA

CLIENT COMPLAINT INFORMATION

Clients of a mutual fund dealer who are not satisfied with a financial product or service have a right to make a complaint and to seek resolution of the problem. MFDA Member dealers have a responsibility to their clients to ensure that all complaints are dealt with fairly and promptly. If you have a complaint, these are some of the steps you can take:

- Contact your mutual fund dealer. Member firms are responsible to you, the investor, for monitoring the actions of their representatives to ensure that they are in compliance with by-laws, rules and policies governing their activities. The firm will investigate any complaint that you initiate and respond back to you with the results of their investigation within the time period expected of a Member acting diligently in the circumstances, in most cases within three months of receipt of the complaint. It is helpful if your complaint is in writing.
- Contact the Mutual Fund Dealers Association of Canada (MFDA), which is the self-regulatory organization in Canada to which your mutual fund dealer belongs. The MFDA investigates complaints about mutual fund dealers and their representatives, and takes enforcement action where appropriate. You may make a complaint to the MFDA at any time, whether or not you have complained to your mutual fund dealer. The MFDA can be contacted:
 - By completing the on-line complaint form at www.mfda.ca
 - By telephone in Toronto at 416-361-6332, or toll free at 1-888-466-6332
 - By e-mail at complaints@mfda.ca. You may wish to consider issues of internet security when sending sensitive information by standard e-mail.
 - In writing by mail to 121 King Street West, Suite 1000, Toronto, ON M5H 3T9 or by fax at 416-361-9073

Compensation:

The MFDA does not order compensation or restitution to clients of Members. The MFDA exists to regulate the operations, standards of practice and business conduct of its Members and their representatives with a mandate to enhance investor protection and strengthen public confidence in the Canadian mutual fund industry. If you are seeking compensation, you may consider the following:

- Ombudsman for Banking Services and Investments (OBSI): You may make a complaint to OBSI after you have complained to the dealer, at either of the following times:
 - If the dealer's Compliance Department has not responded to your complaint within 90 days of the date you complained, or;
 - After the dealer's Compliance Department has responded to your complaint and you are not satisfied with the response. **Please note that you have 180 calendar days to bring your complaint to OBSI after receiving the dealer's response.**



OBSI provides an independent and impartial process for the investigation and resolution of complaints about the provision of financial services to clients. OBSI can make a non-binding recommendation that your firm compensate you (up to \$350,000) if it determines that you have been treated unfairly, taking into account the criteria of good financial services and business practice, relevant codes of practice or conduct, industry regulation and the law. The OBSI process is free of charge and is confidential. OBSI can be contacted:

- By telephone in Toronto at 416-287-2877, or toll free at 1-888-451-4519
- By e-mail at ombudsman@obsi.ca
- Legal Assistance: You may consider retaining a lawyer to assist with the complaint. You should be aware that there are legal time limits for taking civil action. A lawyer can advise you of your options and recourses. Once the applicable limitation period expires, you may lose rights to pursue some claims.
- Manitoba, New Brunswick and Saskatchewan: Securities regulatory authorities in these provinces have the power to, in appropriate cases, order that a person or company that has contravened securities laws in their province pay compensation to a claimant. The claimant is then able to enforce such an order as if it were a judgment of the superior court in that province. For more information, please visit:

Manitoba: www.msc.gov.mb.ca

New Brunswick: www.nbsc-cvmnb.ca

Saskatchewan: www.fcaa.gov.sk.ca

- Québec: If you are not satisfied with the outcome or with the examination of a complaint, the Autorité des marchés financiers (AMF) can examine your complaint and may provide dispute resolution services.

If you think you are a victim of fraud, fraudulent tactics or embezzlement, you can contact the AMF to see if you meet the eligibility to submit a claim to the Fonds d'indemnisation des services financiers (Financial Services Compensation Fund). An indemnity up to \$200,000 can be payable through monies accumulated in the fund for an eligible claim.

For more information:

- Contact the AMF by telephone in Québec City at 418-525-0337, or toll free at 1-877-525-0337
- Visit www.lautorite.qc.ca



SCHEDULE B

MONEYSTRAT SECURITIES INC.

COMPLAINT HANDLING PROCEDURES

Introduction

A "complaint" shall be deemed to mean any written statement of a client or any person acting on behalf of a client alleging a grievance involving the conduct, business or affairs of Moneystrat or any registered salesperson, partner, director or officer. Although the definition of "complaint" refers to only written complaints, there may be instances where Moneystrat receives a verbal complaint from a client that will warrant the same treatment as a written complaint. Such situations depend upon the nature and severity of the client's allegations and require the professional judgment of Moneystrat's supervisory staff handling the complaint.

MFDA Client Complaint Information

Schedule A Client Complaint Information outlines the general procedures for filing a complaint as required by the Mutual Fund Dealers Association of Canada (MFDA).

How to File a Complaint with Moneystrat

Clients wishing to file a complaint can do so by contacting their Financial Advisor, Compliance Manager, Paul Mancuso or the President, David Brodigan.

Complaint Procedure

Moneystrat and its partners, directors, officers, employees and Financial Advisors will deal effectively with client complaints by following these procedures:

1. Each employee must acknowledge all client complaints by bringing them to the attention of the Compliance Manager within 24 hours of the complaint being received.
2. The Financial Advisor or Compliance Manager will provide the client with an initial letter of response and a copy of the MFDA Client Complaint Information within 24 hours of the complaint being lodged.
3. The Compliance Manager will convey the results of the complaint investigation in writing within 7 business days. The letter will contain:
 - an outline of the complaint
 - a summary of the facts investigated
 - reasons for the decision
 - a denial of complaint or a fair offer of settlement or an offer to refer it to mediation
 - a reminder that the client has the right to consider presenting the complaint to the Ombudsman within 6 months or submitting a complaint to the MFDA

It is recognized that some complaints may require a longer period of investigation. In this case the client will be updated on a regular basis and provided a reasonable expectation of the time required to resolve the complaint.

At any time clients may request further information or inquire on the status of a complaint by contacting our Compliance Manager, Paul Mancuso at 416-968-1444 or 1-800-810-1163.



SCHEDULE C

PRIVACY DISCLOSURE STATEMENT

Canada's federal privacy law, the Personal Information Protection and Electronic Documents Act (PIPEDA), effective January 1, 2004, requires that Moneystrat Securities Inc. (Moneystrat) obtain from all existing, new and prospective clients knowledgeable consent for the collection, use and/or disclosure of his or her personal information.

At Moneystrat we have always maintained and used your personal information in the strictest of confidence. To this end Moneystrat has policies and procedures that must be followed by all staff. Your personal information is collected, used and disclosed only where it is needed to service your account by the following associated companies; Moneystrat Securities Inc., Moneystrat Financial Services Inc. and Moneystrat Insurance Management Inc. This includes:

- Collecting your name, address, telephone number, social insurance number, date of birth and beneficiary information
- Using information for preparing financial plans and for placing mutual fund trades
- Sharing information with mutual fund companies in order to execute trades on your behalf
- Sharing information with Moneystrat affiliates in order to provide you with other services such as tax, insurance and estate planning
- Sharing information with other companies in order to service your needs such as account transfers, registered transfers and obtaining insurance on your behalf

As well, for regulatory purposes, self-regulatory organizations (SROs), including the Mutual Fund Dealers Association of Canada of which Moneystrat is a member, require access to personal information of current and former clients, employees, agents, directors, officers, partners and others that has been collected or used by Moneystrat. SROs collect, use or disclose such personal information obtained from Moneystrat for regulatory purposes, including:

- Surveillance of trading-related activity
- Sales, financial compliance, trade desk review and other regulatory audits
- Investigation of potential regulatory and statutory violations
- Regulatory databases
- Enforcement or disciplinary proceedings
- Reporting to securities regulators, and
- Information-sharing with securities regulatory authorities, regulated marketplaces, other self-regulatory organizations and law enforcement agencies in any jurisdiction in connection with any of the foregoing.

If you have any questions regarding how Moneystrat collects, uses and discloses your personal information, or if you do not wish to receive information about our services or products, please contact our President, David Brodigan, at 416-968-1444 or 1-800-810-1163.



SCHEDULE D

BORROWING MONEY TO BUY SECURITIES (LEVERAGE RISK DISCLOSURE)

Under MFDA Rule 2.6 (Borrowing for Securities Purchases), a leverage risk disclosure document containing information prescribed by the MFDA must be provided to all clients when

- (a) a new account is opened for the client; and
- (b) an Approved Person makes a recommendation for purchasing securities by borrowing or otherwise becomes aware of a client borrowing monies for the purpose of investment, provided such disclosure has not been provided within the previous six months.

When an Approved Person makes a recommendation for purchasing securities by borrowing or otherwise becomes aware of a client borrowing monies for the purpose of investment in a non-registered account, a Registered Retirement Savings Plan (RRSP) or Registered Education Savings Plan (RESP) the long-form disclosure below must be provided.

Risk of Borrowing to Invest

Here are some risks and factors that you should consider before borrowing to invest:

Is it Right for You?

Borrowing money to invest is risky. You should only consider borrowing to invest if:

- You are comfortable with taking risk.
- You are comfortable taking on debt to buy investments that may go up or down in value.
- You are investing for the long-term.
- You have a stable income.

You should not borrow to invest if:

- You have a low tolerance for risk.
- You are investing for a short period of time.
- You intend to rely on income from the investments to pay living expenses.
- You intend to rely on income from the investments to repay the loan. If this income stops or decreases you may not be able to pay back the loan.

You Can End Up Losing Money

- If the investments go down in value and you have borrowed money, your losses would be larger than had you invested using your own money.
- Whether your investments make money or not you will still have to pay back the loan plus interest. You may have to sell other assets or use money you had set aside for other purposes to pay back the loan.
- If you used your home as security for the loan, you may lose your home.
- If the investments go up in value, you may still not make enough money to cover the costs of borrowing.

Tax Considerations

- You should not borrow to invest just to receive a tax deduction.
- Interest costs are not always tax deductible. You may not be entitled to a tax deduction and may be reassessed for past deductions. You may want to consult a tax professional to determine whether your interest costs will be deductible before borrowing to invest.

Your advisor should discuss with you the risks of borrowing to invest.

I acknowledge that I have reviewed and understand the above.

CLIENT SIGNATURE X	AUTHORIZED SIGNATURE
JOINT CLIENT SIGNATURE (IF APPLICABLE) X	DATE



SCHEDULE E

CONFLICTS OF INTEREST DISCLOSURE

Moneystrat Securities Inc. (Moneystrat), as a member of the Mutual Fund Dealers Association of Canada (MFDA) and as an Exempt Market Dealer (EMD) registered with the Ontario Securities Commission (OSC), has an obligation to approach and address any material conflicts of interest it encounters in your best interest. This document sets out important information about your relationship with Moneystrat and your Moneystrat representative. It explains what our material conflicts of interest are, what risks they may pose to you, and how we manage them.

Conflicts of interest can arise in a number of different situations, including where the interests of different parties, such as the interests of a client and the interests of a client's investment advisor or mutual fund dealer, are not the same. A conflict of interest may also arise where a client's investment advisor or mutual fund dealer is influenced to put their interests ahead of their client's interests as a result of monetary or other benefits available to the advisor or dealer. Generally, a conflict of interest is material if the conflict may be reasonably expected to affect your decisions as a client and/or Moneystrat or its representatives' decisions, in the circumstances.

In general, we manage material conflicts of interest as follows:

- We have policies and procedures in place to assist us to identify and manage conflicts of interest.
- If we are unable to eliminate a material conflict of interest, we address the conflict in the best interest of our client.
- Moneystrat representatives and employees are required to comply with Moneystrat policies and procedures, which are designed to meet all regulatory requirements and to put the interests of our client first.
- Moneystrat strives to maintain consistent compensation practices across its product offerings so that we minimize any financial or other benefits to its representatives that could influence their investment recommendations.
- We provide clients with information about our material conflicts of interest so that you may consider if these conflicts are important to you, and we encourage you to speak with your Moneystrat representative if you have any questions or concerns.

Moneystrat's Material Conflicts of Interest and How They are Managed

The Moneystrat Group of Companies

Moneystrat Securities Inc. (Moneystrat), Moneystrat Financial Services Inc. (MFSI) and Moneystrat Insurance Management Inc. (MIMI) are related companies with common ownership and management. These companies are governed by the laws and are subject to regulatory supervision based on the type of company and its product offering. For example, as a retail mutual fund dealer, Moneystrat is subject to oversight by the MFDA. In addition, all Moneystrat representatives and employees are required to comply with Moneystrat's compliance policies and procedures.

Moneystrat, through its related companies, is able to offer clients a range of products to meet their financial needs. These products include mutual funds offered through Moneystrat, tax preparation offered through MFSI and term life insurance offered through MIMI. Moneystrat representatives receive a referral fee for clients they refer to MFSI and MIMI. These referral arrangements are disclosed to clients.

Compensation Received from Mutual Fund Companies

Each mutual fund offered through Moneystrat has a sales charge and trailing commission rate that is established by the fund manager and is detailed in the Fund Facts documentation.

Moneystrat, as a retail mutual fund dealer, principally uses the embedded compensation model. This means we may receive compensation for our services from fund managers in the form of an upfront sales commission when mutual funds are purchased by a client. We also receive ongoing trailing commissions from the fund manager based on the amount of assets held in the client's account. Moneystrat representatives are paid a fixed percentage of the sales and trailing commissions received by Moneystrat.



The timing and amount of compensation received by Moneystrat and its representatives depends upon the sales charge option chosen by the client and the type of investments principally held by the mutual fund. For sales commissions, there are three models available, a deferred sales charge (DSC), a low load sales charge (LL) and a front-end sales charge (FE). The DSC model favours a larger upfront sales commission, but reduced trailing commission amounts relative to LL or FE, for example. It is anticipated that the DSC and LL options will no longer be available to clients by June 2022. For trailing commissions, investments in mutual funds holding equities may provide more trailing commissions to Moneystrat and its representatives than mutual funds holding fixed income investments. These circumstances could potentially influence Moneystrat, and Moneystrat representatives' investment recommendations.

Moneystrat manages these conflicts of interest by informing clients about the sales charge options available and by requiring client sales options and fee schedules to be suitable and in alignment with the client's personal financial circumstances, including time horizon and investment objectives. Moneystrat representatives review with, and provide written disclosure to, their clients on the sales charge options and the related fee schedules before the purchase of a mutual fund. Afterwards, client transactions are reviewed for suitability purposes, which includes oversight performed by Moneystrat.

Supervisory Level Conflicts of Interest

Moneystrat Compliance Managers perform certain supervisory activities over the Moneystrat representatives, which includes the review of client account openings and purchase and sale transactions. Compliance Managers are generally paid for these services from the mutual fund sales revenue generated by the Moneystrat representatives. These circumstances could potentially influence a Compliance Manager's decision-making.

Compliance Managers are responsible for properly performing their supervisory activities and they have specific contractual obligations to Moneystrat and regulatory obligations arising from their registration as a Compliance Manager. There are two Compliance Managers at Moneystrat. Both are registered with securities regulators as Compliance Managers and are required to keep current on prevailing rules and regulations. However, both Compliance Managers are also Dealing Representatives which could present a potential conflict of interest. Moneystrat manages these conflicts of interest by requiring the supervision of client activities of each Compliance Manager/Dealing Representative by the other Compliance Manager.

Outside Business and Volunteer Activities of Moneystrat Representatives

Moneystrat representatives and employees may participate in outside business and volunteer activities, if the representative or employee meets applicable Moneystrat and regulatory requirements and restrictions. These activities may include engaging in business interests outside of Moneystrat, which for Moneystrat representatives could be full or part-time employment, serving on a board of directors of a charitable or non-charitable organization, or other paid or unpaid activities. Moneystrat manages potential conflicts of interest arising from outside activities of Moneystrat representatives and employees by requiring disclosure and approval of such activities, and in certain instances Moneystrat representatives are required to comply with specific conditions regarding the conduct of their outside activities, which may include informing clients or potential clients in writing about an outside activity.

Personal Financial Dealings with Clients

Personal financial dealings with clients includes, but is not limited to, borrowing from or lending funds to clients, being involved in private investment schemes with clients, sharing client investment profits or losses, giving to, or receiving from, clients monetary or other benefits, purchasing assets from clients outside normal course business, and having full control or authority of client financial affairs, such as acting as a power of attorney for a client or executor of a client's estate. For the most part, Moneystrat manages material conflicts of interest arising from personal financial dealings with clients by prohibiting such arrangements. In limited circumstances, the conflict may be managed by placing specific conditions on the arrangement. These prohibitions and restrictions are set out in Moneystrat policies and procedures and reinforced through periodic compliance training.



SCHEDULE F

TRUSTED CONTACT PERSON (TCP) AND TEMPORARY HOLDS DISCLOSURE

Trusted Contact Person

A trusted contact is a person you authorize Moneystrat to contact in limited circumstances. That can include some of the following:

- We are concerned about your mental capacity as it relates to your financial decisions.
- We need to know or confirm your legal representative or Power of Attorney.
- We are concerned that you may be subject to financial exploitation such as fraud, coercion or unauthorized transactions.
- If we are not able to contact you in the usual manner.

A trusted contact may be a family member, friend, attorney, accountant, or another third party who respects your privacy and can handle the responsibility. In accordance with the applicable securities laws, each client regardless of age will be asked to designate a Trusted Contact Person (TCP). This is required in order to comply with our regulatory obligation to take reasonable steps to obtain the name and contact information of your TCP and your signed authorization for us to contact them in the prescribed circumstances. While we strongly encourage you to appoint a TCP, you can choose not to appoint a TCP.

All clients are required to sign the Moneystrat Trusted Contact Person (TCP) Disclosure and Consent Form.

Temporary Holds

The intent of the Client Focused Reforms section 13.19 is to clarify that if a registered firm reasonably believes that financial exploitation of a vulnerable client has occurred, is occurring, has been attempted or will be attempted, or that a client lacks mental capacity to make decisions involving financial matters, there is nothing in securities legislation that prevents the firm or its registered individuals from placing a temporary hold that they are otherwise legally entitled to place.

When placing temporary holds in accordance with section 13.19, registered firms and their registered individuals must act in a manner that is consistent with their obligation to deal fairly, honestly and in good faith with their clients.