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Relationship Disclosure Information and Conflict of Interest Disclosure Memo

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About this Document

National Instrument 31-103 – *Registration Requirements, Exemptions and Ongoing Registrant Obligations* (**NI 31-103**) requires registrants to disclose information that a reasonable investor would expect to know about the client's relationship with the Firm, including any material conflicts the Firm or its representatives may have with a client. These regulations require Firms to provide this disclosure to clients prior to making any trades.

Introduction

At Wealthera Inc. ("Wealthera"), our clients' interests always come first, and we're providing this disclosure to you, our client, because we want you to understand the material facts about your relationship with us, including:

- The capacity in which we will act;
- Details and resources about the material fees and costs you will incur in your account(s)/portfolio;
- The type and scope of the services we will provide, including any material limitations related to products, our investment philosophy, and general risks; and
- Material facts related to conflicts of interest associated with our wealth management service.

In this document, our website provides references to more detailed information that we believe would be of value to you. An Advising Representative ("AR") can further discuss and explain this document with you. If you have any questions, please speak with your AR.

Registration

Wealthera Inc. ("Wealthera") is registered in Ontario as a portfolio manager. The OSC is the principal regulator of Wealthera.

Our Business

Wealthera is a single purpose registrant, that being wealth management for private clients.

Wealthera's investment solutions for clients will consist of direct investments in public securities, that are highly liquid, and primarily Canadian, such as ETFs.

The Firm and Advising Representatives ("AR"), once you have granted them permission to do so in writing, can make investment decisions for you and act in a discretionary manner to execute trades in your account(s)/portfolio. Before doing so, they will ask you a series of questions and collection personal and financial data from you to create a portfolio that meets your investment needs. The AR will provide an appropriate standard of care and unbiased investment decision making and securities selection. As noted, these account(s)/portfolio are discretionary in nature and a fee based on the Assets Under Management ("AUM") will be applied to your account on a



periodic basis (typically monthly). The accounts can be either registered or non-registered. The terms for these accounts are set out in your Wealthera Letter of Engagement (the “LOE”).

Portfolios and Accounts

Account types are (but not limited to):

- Cash accounts in Canadian dollars;
- U.S. dollar accounts;
- Retirement plan accounts (RRSPs, RRIFs);
- Tax-free savings accounts (TFSA);
- Education savings plans (RESP); and
- Disability savings plans (RDSP).

Portfolios are a grouping of accounts that are managed to a common investment management strategy defined in the Investment Policy Statement.

Note: Wealthera does not accept cash deposits into account(s)/portfolios.

Investments Used in Your Portfolio

Account(s)/Portfolio can hold a variety of investments (a.k.a. securities), but not limited to:

- Listed equities (stocks);
- Fixed income (e.g., bonds, debentures, zero-coupon bonds, guaranteed investment certificates (“GICs”);
- Exchange trade funds (ETF’s); and
- Mutual funds.

We select securities for purchase that have undergone a thorough diligence review process. These investment products have been approved by Wealthera only after careful review and consideration. To limit conflicts of interests, we do not offer any proprietary products, including investment products that are managed by an affiliate or subsidiary of ours.

Typically, the securities that we purchase for your account(s)/portfolio will be able to be readily liquidated or resold. Any exceptions will be explained to you by your AR prior to purchase.

In addition to the above, Wealthera offers the following services:

- Portfolio reviews;
- Electronic delivery of statements, trade confirmations, and tax documents.

Your AR will discuss which investment strategy is appropriate for you.



Additional products and services to wealth management may be offered by Wealthera in the future to its clients from time to time.

Wealthera and your AR will not provide any of the following services:

- Legal advice (including drafting of wills, designation of beneficiaries, and creditor protection) – You are encouraged to consult with a lawyer for such advice.
- Tax advice – Wealthera and your AR can provide general information with respect to the tax treatment of investments provided but will not provide you with specific advice as to the impact of federal or provincial income tax laws and regulations on your personal situation, the structuring of your affairs, or the tax implications of your investment decisions. You are encouraged to consult with a tax professional for such advice.
- Tax return preparation – Wealthera and your AR will not prepare your tax returns.

Investment Risks

As a Portfolio Manager, Wealthera can advise on investments taking on a fiduciary duty to the client. Inherent to investing is the risk of negative returns / losing investment money. Portfolio Managers need to assess the suitable risk for a client, assess the risk of a portfolio of investments and ensure they are inline and erring on the side of investing with less projected risk than is suitable.

Suitability of Investments

These types of investments may not be suitable for all clients. Wealthera is obligated under section 14.2 of NI 31-103 to make a determination to ensure the proposed investment is suitable for you. To assess the suitability of proposed investments, Wealthera will obtain information relating to your investment objectives, risk tolerance, investment knowledge, financial position, and other relevant information situation. In addition, section 13.2 of NI 31-103 requires Wealthera to obtain information related to your identity. All this information is collected investor information forms that can be provided.

Use of Borrowed Funds

Using borrowed money to finance the purchase of securities involves greater risk than a purchase using cash resources only. If one borrows money to purchase securities, one's 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. An investment strategy that uses borrowed money could result in far greater losses than an investment strategy that does not use borrowed money.

Client Reporting

Wealthera provides its wealth management clients with quarterly portfolio reporting. These reports contain details of transaction inflows and outflows, the client's account(s)/portfolio holdings and performance during the period covered by the statement.



Benchmarks

Investment benchmarks generally provide a broad measure of return generated by specific asset classes over a given period. An investment benchmark can be used as a standard against which performance of a security or investment portfolio can be measured. The most common form of investment benchmark is an index such as a stock or bond index, for example the S&P/TSX Composite Index.

Wealthera will use benchmarks for reference in wealth management reporting.

Trade Confirmations and Account Statements

Wealthera works with National Bank Independent Network (“NBIN”) as the primary custodian of client assets. NBIN is responsible for providing the client with trade confirmations and account statements monthly assuming activity, quarterly at a minimum.

Fees and Compensation

Wealthera only receives a single flat advisory fee from its clients based on assets under management. Custodial fees are paid directly by clients to the custodian.

Wealthera does not receive any form of trailers, commissions, or referral fees from third parties. However, Wealthera may enter referral arrangements with arm’s length third parties and pay referral fees. All referral arrangements and fees will be disclosed to clients in advance of any transaction.

Investment Expenses

In the course of making, holding, and disposing of investments in securities, you may incur the following expenses:

- *Equities (Stocks):* As per the Letter of Engagement (LOE), our management fees are based on AUM, any equity positions you hold in your account(s)/portfolio will be applied a fee based on the daily close at the period end.
- *Bonds:* As with equities, the same management fee will apply as per your LOE.
- *GICs:* Same as above.
- *Exchanged Traded Funds and Mutual funds:* ETFs (whose securities are listed on an exchange) and Mutual funds carry built-in operating expenses and ongoing management fees. These are described as being the “management expense ratio” or MER of the fund. The built-in management fees and operating expenses are not charged directly to you but are important because they will be deducted from the returns of the fund and therefore will affect your returns on your investment for so long as you own the fund. Should Wealthera purchase an ETF or mutual fund for you, it would take imbedded costs into consideration. For example, for mutual funds it would normally use O class funds to reduce your overall costs.



Details of these fees are outlined in a fund's prospectus and in the Fund Facts or ETF Facts document, as applicable. You will receive the Fund Facts or ETF Facts, as applicable, upon request and on at least an annual basis from the fund company. As well, these documents are available on the fund company's website or on the SEDAR+ website (www.sedarplus.ca). When you get information about the value of your investment in a fund, the fees and expenses of the fund have already been taken into consideration. Your AR can help you evaluate internal costs and fees and their impact on what you earn from mutual fund and ETF investments.

Account Service Fees and Charges

Please refer to the schedule of Fees in your Letter of Engagement for a description of service fees and charges that may apply to your account(s).

Impact of Investment Expenses, Fees, and Charges on Your Returns

The fees and charges described above under the headings "Investment Expenses" and "Account Service Fees and Charges" reflect the value of our services and will affect the returns on the investments in your account(s)/portfolio by reducing such returns in proportion to such fees and charges. Over time, similar to the compounding effect of performance returns, the compounding effect of these fees and charges will affect your portfolio grows.

Advising Representative Compensation

Your AR is an employee of Wealthera, and all compensation to the AR will be paid, directly or indirectly, through Wealthera. The AR will not bill clients directly for any services. All deposits for investments to be purchased must be made payable to the account custodian and not to Wealthera and not to the AR.

The compensation received by your AR may include one or more of the following:

- A base salary;
- Bonuses and incentives paid by Wealthera based on the performance based on achieving certain goals;
- A share of profits if the AR is a shareholder of Wealthera.

Trusted Contact Person and Temporary Transaction Holds

When you open an account (other than a corporate account) with us, we will ask you for the name and contact information for a trusted contact person and your consent to contact the trusted contact person in certain circumstances. A trusted contact person is someone we can contact to confirm or make inquiries about possible financial exploitation, or if we have concerns about your mental capacity as it relates to your ability to make financial decisions ("Trusted Contact Person"). Financial exploitation means the use or control of, or deprivation of the use or control of, a financial asset through undue influence, unlawful conduct, or another wrongful act. We may also contact your Trusted Contact Person to confirm your current contact information if



we cannot reach you after multiple attempts, or to confirm the name and contact information of a legal guardian, if any. You can replace or revoke your Trusted Contact Person at any time.

If we reasonably believe that you are in a vulnerable position and are being financially exploited or that you are experiencing diminished mental capacity which may affect your ability to make financial decisions relating to your account(s) with us, we may place a temporary hold on a particular transaction. A vulnerable position includes where an illness, impairment, disability, or aging-process limitation places you at risk of financial exploitation. If we place a temporary hold on a particular transaction or account(s)/portfolio, we will provide you with notice, either written or verbal, explaining our reasons for the temporary hold, and at least every 30 days thereafter until the temporary hold is revoked. We may also contact your Trusted Contact Person about a temporary hold.

Related Entities and Conflicts of Interest

NI 31-103 requires registrants to disclose information that a reasonable investor would expect to know about the client's relationship with the firm, including any material conflicts the firm or its representatives may have with a client. These rules require firms to make this disclosure to clients prior to making any trades.

Wealthera operate its business with independence and transparency. Wealthera has policies and procedures to identify, manage and disclose any material conflicts of interest that may exist or reasonably be expected to arise between the Firm and its clients.

Outside Business Activities

Wealthera's Advising Representatives may be involved in an activity or offer services that are unrelated to the business of Wealthera. These are referred to as "outside business activities" and include activities for which the advising representative may receive or expect to receive payment, compensation, consideration, or any other benefit, either directly or indirectly. If this is the case, Representatives must disclose any outside business activities to clients.

Related Parties / Outside Business Activities

Portfolio Aid Inc. is an enterprise software focused on providing the Wealth Management industry compliance tools.

Website: www.portfolioaid.com

Involved Party / Individual: Neil Gilday, is an owner. Has no active role in the company.

Relationship: Neil Gilday is an Advisor Representative and Chief Compliance Officer at Wealthera.

Pinemere Consulting Inc. is a single person, private, system consulting company. Neil Gilday performs occasional paid for system and technology consulting to Canadian firms.



Website: None

Involved Party / Individual: Neil Gilday, part-time consultant

Relationship: Neil Gilday is an Advisor Representative and Chief Compliance Officer at Wealthera.

[Conflicts of Interest Disclosure Statement](#)

This Conflicts of Interest Disclosure Statement describes the material conflicts of interest that arise or may arise between Wealthera and our clients, and between our ARs and our clients. Canadian securities laws require us to take reasonable steps to identify and respond to existing and reasonably foreseeable material conflicts of interest in a client's best interest and tell clients about them, including how the conflicts might impact clients and how we address them in a client's best interest.

What is a Conflict of Interest?

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

How does Wealthera address Conflicts of Interest?

At Wealthera, our clients' interests come first, as such, Wealthera and its representatives always seek to resolve all material conflicts of interest in the client's best interest. Where it is determined that Wealthera cannot address a material conflict of interest in the client's best interest, Wealthera and its representatives will avoid that conflict.

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



Material Conflicts of Interest

A description of the material conflicts of interest that Wealthera has identified, the potential impact and risk that each conflict of interest could pose, and how each conflict of interest has been or will be addressed, is set out below.

Nature and Extent of Conflict of Interest	Potential Impact and Risk the Conflict Could Pose	How the Conflict is Addressed
Compensation and incentive-related conflicts – we earn compensation by selling you products and services.	The potential risk to the client is that a recommended action, such as an account type or particular trade, is motivated by the compensation that the AR or the firm might receive rather than what we believe is right for the client.	<ul style="list-style-type: none"> • We do not collect any other fees other than or management fee. • We make it our priority to understand our client's goals, objectives, needs and investment profile; • We make sure that any recommendation or action is in the client's best interest; • We do not manufacture our own proprietary products, nor do we trade in, or advise on, any securities that are related or connected to us; • Our compensation structure does not incentivize one product or service over another; • We impose limits on the gifts and entertainment that can be exchanged with mutual fund companies; • All client and account activity are supervised by qualified individuals who do not receive the commissions generated from the transactions.
Compensation and incentive-related conflicts – we earn third party compensation, such as trailing	The potential risk to the client is that a recommended trade is motivated by the additional compensation that the AR or the	<ul style="list-style-type: none"> • We do not collect any other fees other than or management fee.

commissions, by selling you products such as mutual funds.	firm might receive rather than what we believe is right for the client.	<ul style="list-style-type: none"> • We make it our priority to understand our client's goals, objectives, needs and investment profile; • We make sure that any recommendation or action is in the client's best interest • We do not manufacture our own proprietary products, nor do trade in, or advise on, any securities that are related or connected to us; • Our compensation structure does not incentivize one product or service over another; • We impose limits on the gifts and entertainment that can be exchanged with mutual fund companies; • We encourage and incent our ARs to increase assets rather than solely incenting on commissions; • All client and account activity are supervised by qualified individuals who do not receive commissions generated.
Personal financial dealings between staff of Wealthera and clients.	The potential risk to the client is that the staff puts their own interests ahead of the interests of the client.	<ul style="list-style-type: none"> • Personal financial dealings between staff and clients are strictly prohibited at Wealthera; • We prohibit personal loans between clients and staff except between immediate family members on an exceptional basis; • We prohibit staff from being a power of attorney,

		<p>trading authority, executor, or trustee for a client, except where the client is an immediate family member;</p> <ul style="list-style-type: none"> • We generally do not permit staff to be beneficiaries on client accounts except where the client is an immediate family member; • We have gifts and entertainment limits between staff and clients; • Personal financial dealings requests for scenarios involving family members are reviewed and supervised by qualified Individuals.
<p>Personal trading by staff or an associate of Wealthera.</p>	<p>The potential risk to the client is that our employees could use non-public information about you, and the securities in your account, for their direct or indirect personal benefit.</p>	<ul style="list-style-type: none"> • Our policies and procedures ensure that our employees act in accordance with applicable laws and that they do not engage in personal securities transactions that are prohibited, such as insider trading; • Our employees are restricted from accessing non-public information of our clients; • We place securities on a “restricted list” to prevent trading when we have non-public information; • We review on a regular basis securities transactions made in our employee’s personal investment accounts.

Outside activities – where an AR is involved in a non-Wealthera business activity or association.	The potential risk to the client is that the outside business activity negatively impedes the AR’s ability to service clients or incents the AR to recommend certain products over others.	<ul style="list-style-type: none"> • We limit the types of Outside Activities in which ARs are able to engage; • All permissible Outside Activities must be approved by the CCO or CEO. • All approved activities are reviewed and reassessed annually.
Referral arrangements – where Wealthera and/or an associate of Wealthera receives a referral fee for referring a client to another company or a non-Wealthera person or where Wealthera and/or an associate of Wealthera gives a referral fee for receiving a potential client referral from another company or a non-Wealthera person.	The potential risk to the client is that the referral is given or received based on the referral fee and not because of a benefit to the client.	<ul style="list-style-type: none"> • Generally speaking, inbound referral fees are not in place at Wealthera; • Should one be approved, it would be reviewed and approved at the head office to ensure clients’ interests are the primary reason for the arrangement and that the referral fee is appropriate and does not encourage undue incentives; • The details of any referral arrangement would be disclosed to the client; • We will ensure that the other party has the appropriate qualifications to provide applicable services to you under the referral arrangement.
Proprietary products – products manufactured by the dealer or manufactured by a company related to the dealer.	The potential risk is that the proprietary product is recommended or sold because of the additional benefits to the dealer.	<ul style="list-style-type: none"> • We do not manufacture our own proprietary products, nor do we trade in, or advise on, any securities that are related or connected to us.
Compliance personnel – the designated compliance personnel have responsibility for supervising the activity of ARs.	The potential risk is that the Supervisor’s compensation is tied to the sales or revenue generation of the firm or the AR they oversee.	<ul style="list-style-type: none"> • Supervisors do not receive commissions on the activity they are reviewing;



Dispute Resolution

Wealthera offers independent dispute resolution or mediation service through Ombudsman for Banking Services and Investments (**OBSI**), at its own expense, to clients to resolve client complaints. The Firm may be required to make the independent service available when a complaint:

- ✧ relates to a trading activity of Wealthera or its Representatives, and
- ✧ is raised within six years of the date when the client knew or ought to have known of the activity (or omission) that caused or contributed to the complaint.

The client may escalate an eligible complaint to the independent service made available by Wealthera in two circumstances:

- ✧ The Firm failed to give the client notice of its decision within 90 days of receiving the complaint. The client is entitled to escalate the complaint to the independent service immediately or at any later date until the Firm has notified the client of its decision. Informing the client that Wealthera plans to take more than 90 days to make its decision does not change this deadline.
- ✧ The Firm has given the client notice of its decision about the complaint and the client is not satisfied with the decision. The client then has 180 days in which to escalate the complaint to the independent service.

In either instance, the client may escalate the complaint by directly contacting the independent dispute resolution or mediation service.

In accordance with section 13.16 of NI 31-103, the Firm will inform a client how to contact OBSI and use the dispute resolution service or mediation service, when a complaint has been made by the client about any trading activity of Wealthera or its Representatives.

Complaint Handling Procedures

If you have a problem or concern regarding the handling of your account(s)/portfolio, there are several options available to resolve such issues.

1. In the first instance, please contact your AR to discuss any problems or concerns regarding your account.
2. If you are not able to resolve an issue directly with your AR, please contact our CCO at: compliance@wealthera.ca.
3. If your complaint involves possible misconduct or violation of industry rules, the Compliance Department will conduct a further review. Alternatively, in such cases, you may submit a written complaint directly to our Compliance Department.



Any complaints to be investigated by our Compliance Department will be acknowledged in writing, and you will be advised of the name and contact information of the individual reviewing the complaint. We will endeavour to provide you with a substantive response to the complaint within 90 calendar days from the date that we receive it, along with details of alternative courses of action available if you are not satisfied with that response. If we are unable to provide you with a substantive response within that time, we will advise you of that and provide you with an estimate of the time for completion.



Acknowledgement of Receipt

I acknowledge that I have received this document from Wealthera Inc. for my review regarding services rendered by the company.

Signed: _____

Name: _____

Date: _____