

CLIENT INFORMATION & REQUIREMENTS

Finhaven™ Private Markets is operated by Finhaven™ Capital Inc., a registered exempt market dealer and authorized marketplace in British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, and Québec and a subsidiary of Finhaven Technology Inc. The marks “Finhaven” and “FINWallet” are trademarks of Finhaven Technology Inc. and are the subjects of applications to the Canadian Intellectual Property Office for registered Canadian trademarks. Unauthorized use of these trademarks is strictly prohibited without a license from Finhaven Technology Inc. Finhaven Capital Inc. has been granted such a license.

Is Finhaven Private Markets right for you?

Finhaven Private Markets (the Platform) is right for an investor who is knowledgeable about and experienced in purchasing and holding securities issued by non-reporting issuers under prospectus exemptions. If you have to ask what a non-reporting issuer, or a prospectus exemption, is, this Platform is **not** for you!

The Platform is right for you if you:

- understand what information you need so that you can decide whether to invest and, once invested, whether to hold onto or sell that investment
- financial statements make sense to you
- use measures of financial health to compare and contrast different investment opportunities
- know how to research the issuer and its key people
- recognize credible v. incredible financial forecasts
- know and accept that private issuers are high risk and you could lose every penny you invest in them

If this investor profile sounds like you, read on.

Digital Account

If you are accepted as a client, you will have a digital account and FINWallet™. It's created on your personal computing device to hold your digital securities.

You will be provided a Client Dashboard, from which you can navigate to issuer digital data rooms (to review issuer information), subscribe for traditional and digital securities, negotiate with other clients to buy and sell digital securities, and view your trade confirmations, account statements, subscription agreements, your contract with us, and all of your account activity from the moment you became a client.

Accredited investors only

Accredited investors can apply online at www.finhaven.ca.

“Finhaven” and “FINWallet” are trademarks owned and used by Finhaven Technology Inc. and the subjects of registration applications with the Canadian Intellectual Property Office for registered Canadian trademarks. Their use without the prior, written permission of Finhaven Technology Inc. is strictly prohibited. A license has been granted to Finhaven Capital Inc. (operating as Finhaven Private Markets) to use these trademarks.

But before you start, know whether you are an “accredited investor” under Canadian securities law. The definition is found in section 1 of a national securities rule called National Instrument 45-106 *Prospectus Exemptions*. Click on this link, scroll through the definitions in section 1, and figure out if you qualify:

<https://www.bsc.bc.ca/-/media/PWS/New-Resources/Securities-Law/Instruments-and-Policies/Policy-4/45106-NI-January-7-2022.pdf>

Onboarding questionnaire – step one

The onboarding questionnaire first sorts out whether you belong to a subset of “accredited investor” known as a “permitted client”, a term that is defined in a national rule called National Instrument 31-103 *Registration, Exemptions and Ongoing Registrant Obligations*. You don’t need to figure out now whether you are a “permitted client” or not, the onboarding questions will sort that out.

Onboarding questionnaire – step two – “permitted clients”

If you are a “permitted client” and you waive your entitlement to have a suitability recommendation for each of your investments and trades, your path will be shorter. We need not ask you for information that informs a suitability recommendation.

Onboarding questionnaire – step three – “accredited investors”

If you are an “accredited investor”, we must provide you with a suitability determination for each investment and trade you make on the Platform. More information about suitability determinations is provided after this section.

The onboarding questionnaire will allow us to know you well enough to recommend only suitable investments to you. You must also provide information necessary for us to comply with other laws regulating:

- securities trading
- financial crimes detection and prevention (money laundering and terrorist financing, for example)
- international tax information sharing laws administered by the Canada Revenue Agency.

We ask for only that information we need to carry out our duties and to meet our obligations to protect our investors and the reputation of Canadian capital markets.

You (or, if you are an entity, your authorized representative) will be asked to consent to providing identifying information and to upload a copy of government-issued photo identification. We will, in turn, verify your identity.

The onboarding questionnaire will also gather information specific to the Finhaven Private Markets. We need to know about your knowledge and experience.

If you can’t demonstrate to our satisfaction that you are qualified for an account, we will decline your application. Our decision cannot be appealed. Our authority to operate an exempt market dealer and a trading platform business depends on how careful we are to invite only qualified investors to open an account.

The onboarding questionnaire may seem very long to you. It is! But time spent up front to make sure you are a good match for this investment experience will stand you in good stead for an efficient investing and trading experience afterwards.

You must also update the onboarding information regularly. If you do not provide updated information within a reasonable time after being prompted, we block any attempt you make to purchase additional securities until the information is updated with your current information.

No live advice – instead, an algorithm

Unless you are making an investment in traditional securities, you won't get in-person, telephone, videoconference, email, or chat technology advice from anyone at Finhaven Private Markets.

You **must** conduct your own due diligence about investment opportunities by reading and understanding information our issuers post in the due diligence data rooms or from other sources. You must understand what the risks and time horizons are for any given investment opportunity (or trade in a digital security). You must be able to judge whether an investment is right for you.

Every time you subscribe to an investment opportunity (or fill out a Trade Contract with another investor), you must also review the specific risks related to the investment (or trade) you propose to make and acknowledge that you've read and understand those risks.

While no one will give you advice, we are required by securities law to make a determination about whether an investment is suitable for you in your circumstances.

Remember that long onboarding questionnaire? Well, it tells us right from the start whether it is appropriate for you to invest in Finhaven Investment Platform issuers *at all*. If it is, and if you agree to our terms and conditions for investor clients, then every time you try to make an investment (or trade that investment to another accredited investor), our programmed suitability algorithm will be deployed against your investment (or trade) proposal and will automatically allow or block it, depending on whether the investment (or trade) is suitable for you. If you are investing in traditional securities, we will manually make the suitability determination before approving your investment.

How does the Platform algorithm work? It's simple. Your investments with us cannot exceed concentration thresholds for a single issuer, a sector, and for your global portfolio (i.e.: all your investments, wherever held, when considering your net assets and net financial assets).

There is no appeal from the suitability algorithm. You must agree that your digital investing activity is subject to our automated suitability algorithm when you sign your Client Agreement and every time you make an investment (or trade) after that.

What else should you know?

If you are a director, officer, or employee of a Platform issuer and you have an account, you cannot trade digital securities issued by your own issuer without first getting our prior approval. Our approval will depend on our assessment about whether your proposed investment or trade is fair to our other investors or presents a conflict of interest that must be avoided.

Our decision cannot be appealed. So, if you are one of these people, you must be comfortable with and understand these restrictions on your investment (and trading) activity.

You should also know that we do not allow our own people (directors, officers, employees, contractors, significant (10% or more) shareholders of any member of the Finhaven Group of Companies to open accounts. Nor can they nominate someone else to do it. Neither can members of their households open accounts or nominate others to hold one for them.

We don't let our interests come before yours.

Relationship Disclosure Information

You must review a document called Relationship Disclosure Information and understand it before we review your application and, when we update that document, the first time before you invest or trade again. It tells you what to expect from us as a registered exempt market dealer, including what our conflicts are and how we manage them, how we will account to you for your investments, how you can make a complaint about our services, whether we have referral arrangements and, if so, what their terms are, what our fees are, what the risks are of trading in prospectus-exempt securities, and the risks of trading on our Platform, given the technology on which it is built (among other things).

Client Agreement

We'll ask you to sign our Client Agreement. Here is a summary of some important promises you will make:

1. You will provide us with complete and accurate information at the outset and as your information changes.
2. If you lose your accredited investor status, you will notify us immediately.
3. You will reconfirm your accredited investor status every time you make an investment or trade with another Finhaven investor.
4. You will keep the Private Key you receive (and to which we do not have access) and the Personal Identification Number (PIN) you create for your FINWallet™ secret from everyone else and keep it physically safe from theft or loss.
5. If you do not have enough money to your credit in your FINWallet for a proposed purchase, you cannot buy digital securities. If you do not have enough digital securities to fulfill a proposed sale, you cannot sell.
6. You will review any subscription agreement you receive when making an investment and to refrain from investing if you do not understand it.
7. You will abide by our trading rules for trading digital securities with other clients.
8. You will consent to receiving delivery from us of a program to your personal computer which will operate in your browser locally to create your FINWallet™. Key pairs are created when you execute the program. These key pairs are a private key stored only in your personal computer to serve as your signature on your FINWallet™, and a public key stored on the Platform which allows us to verify the authenticity of actions you take on the Platform.
9. You will be responsible for conducting your own due diligence about issuers before you invest in them or trade their digital securities with other investors.
10. You will be responsible for any errors you may create in the documents required to make an investment or engage in a trade with another investor; we cannot undo an erroneous transaction.

11. You consent to receiving communications via the Platform from an issuer whose digital securities you hold in your FINWallet™ account.
12. You agree that if you commit a material breach of your Client Agreement (for example, failing to tell us you no longer qualify as an accredited investor) or if we decide, acting reasonably, that the risk associated with your FINWallet account is greater than our risk appetite, we may require an orderly wind-down of your account, starting with withdrawing your access to any further digital securities purchases.

This is not an exhaustive list of terms and conditions that appear in the Client Agreement but, rather, a description of the unique terms and conditions that might affect your interest in becoming a Finhaven Private Markets investor client.

Activating and funding your FINWallet™ and account

When your application is approved, you will receive an email with instructions telling you how to navigate to the Platform to login. Once you login, you will click on “Set up my FINWallet™”. This will take you to another page called “Wallet Generation”. Here, you will click on “Download my FINWallet™ key”. This will generate and download onto your computing device your randomly generated, unique Secret Key. At that point, you will copy the Secret Key, navigate back to the Platform, and paste it into the Secret Key field, clicking on “Verify Secret Key”. A pop-up request to set your PIN will appear; you will have to enter it twice. When you click “Next”, you should receive a message indicating your FINWallet™ generation has been successful. This process will load your Secret Key into your browser’s cache in encrypted form, protected by your PIN. You will receive a message encouraging you to print out the PDF file and store it.

Save your Private Key and PIN information securely, so that it cannot fall into anyone else’s hands. You can print this information out and lock it in a fireproof cabinet, for example, or put it into a safety deposit box at the bank. Another option would be to store and open the document only on a device that does not access the Internet. It is critical that you take the strongest possible security measures to protect yourself from the risks of theft or loss.

From your dashboard, you can immediately start viewing investment opportunities that are open to you and Requests for Quotes that are outstanding. If you want to make a digital securities purchase, though, whether directly from an issuer under a subscription agreement or by purchasing from another investor, you must first deposit sufficient funds for the transaction. If you make a traditional securities investment, you will receive payment instructions in the subscription agreement.

At this time, we can accept only a wire transfer from your account at a Canadian financial institution. On the dashboard, you will find the Wire Transfer template you must provide to your financial institution to arrange the transfer. When the wire transfer is complete, it goes into a pooled trust account we hold in trust for our investors. On our ledger, a credit is recorded to your account in the amount deposited to your name and that information appears in your dashboard as soon as it is recorded in our ledger.

When you invest or trade, an algorithm automatically checks to ensure that you have either the funds or the digital securities sufficient to complete an intended investment or trade. If not, you will be blocked from making that investment or that trade.

If, at any time, you wish to withdraw funds credited to you in your account, you can make that request from your dashboard. We will send a wire transfer to the Canadian financial institution of your choice.

Administrative fees

We do not charge a fee when you wire transfer funds into your account. We do charge a \$20 fee when we wire transfer funds to you after you make a withdrawal request.

We do not charge a fee on the first three occasions you ask us to recover your digital wallet (because you cannot locate the private key and PIN information). We charge \$100 per request for the fourth and each subsequent request that we recover your digital wallet for you.

Purchasing digital securities from an issuer

If you want to participate in an available deal after you have conducted your due diligence, you begin that process from your account dashboard.

First, make sure you have enough funds to your credit to make the purchase. If not, supplement the funds to your credit by wire transfer, using the same process you used to initially fund your account.

Next, send a request to participate in the deal. You will receive a subscription agreement pre-filled with the number of securities you indicated you wish to purchase and any other information we can pre-populate for you.

The subscription agreement is the issuer's document, as are any other offering documents you read in the issuer's digital data room. Before you can sign the subscription agreement, you must first:

- confirm that you have read and understood the specific risks of the digital securities you propose to purchase
- re-confirm that you are an accredited investor and in which category you qualify
- read, initial, and sign the Risk Acknowledgement (if you are an individual)
- sign the subscription agreement

At that point in a digital securities offering, the funds required for you to complete the subscription will be locked and unavailable for any other purpose until the deal closes.

The issuer will review all subscription agreements received and will either accept or decline your subscription. If you are declined, the funds previously locked for the subscription will become available to you again. If you are accepted, then when the deal closes you will receive delivery of the digital securities you subscribed for to your FINWallet™.

When digital securities are delivered to your FINWallet™, the purchase price is simultaneously credited to the issuer. The issuer's securityholder records are also simultaneously updated to reflect your digital securities ownership.

No fee for purchasing digital securities from an issuer

There is no fee for purchasing digital securities from an issuer. If, in the future, we wish to charge a fee, we must first file our proposal with the securities regulators in the provinces where we are authorized to operate. If they do not object, we must then give you 30 days' notice in writing of the change to our fee structure.

We receive a one-time commission when you purchase from an issuer

When you purchase digital securities from an issuer, the issuer pays us a fee of up to 10% of the value of your investment. This does not affect the number or value of traditional or digital securities you receive, but it means that the full amount you paid is not available to the issuer for the business purposes for which it was raising capital in the first place. An issuer takes this one-time commission into account, when deciding what the upper limit of its capital raise will be.

Digital Securities Trading Information

You have access to complete historical trade information on the Platform

We publish trade prices and quantities in chronological order and in real time. The daily information is cumulative to all information from every prior trading day for trades in that digital security.

Requests for Quote

You can create or respond to a Request for Quotes (RFQ) 24 hours a day, seven days a week. If you and another party reach an agreed price and quantity through the RFQ process outside trading hours, you must wait for Finhaven Private Markets to open again (0900 Pacific Time) on the next business day. See our website - www.finhaven.ca - for a list of business days and our trading hours.

On your dashboard, you can access the RFQ chat technology. You must use the template to create an RFQ (which requires you to indicate what security you want to buy or sell and how many), but the chat technology is free form after that. When you create an RFQ, you will be anonymous, and your side of the chat will be identified by a randomly generated unique identifier number. When you respond to an RFQ, you will be similarly anonymous. In fact, each responder to an RFQ will be anonymized this way. When you create a new RFQ or respond to a different RFQ, new randomly generated unique identifier numbers will be assigned.

When you think the chat has resulted in a meeting of the minds between you and another investor, you may create and send to that other investor a Trade Contract.

Trade Contracts

You can only create or respond to a Trade Contract during trading hours (0900 to 1600 Pacific) on a business day. See our website - www.finhaven.ca - for a complete list of trading hours and business days.

You must complete a Trade Contract template to make an offer to another investor that they can act on. The template requires the name of the issuer and the class of digital securities being traded, the

quantity, the price, and when the offer expires. You will be identified by a randomly generated, unique identifier number.

When a Trade Contract is created by a purchaser, that purchaser must reconfirm accredited investor status and acknowledge that we will run an automated suitability algorithm against the offer to determine whether the purchase is suitable (unless the purchaser is a “permitted client” and has waived the right to a suitability determination). If you are no longer an accredited investor, or the digital securities are not suitable for you in your circumstances, you will be unable to enter your PIN to create the offer and deliver it to the other party. In addition, before you can enter your PIN, you will be prompted to review the details of the Trade Contract carefully as you are responsible for any errors in that document. Finally, before you can enter your PIN, you will be asked to review the specific risks of that investment, acknowledge that you have read and understand those risks, and, if you are investing as an individual, sign a Risk Acknowledgement required for purchases made under the accredited investor prospectus exemption.

As soon as your PIN is successfully entered, the funds required for you to make good on your offer will be locked and unavailable for any other purpose until the Trade Contract negotiation is complete.

When a Trade Contract is created by a seller, before you can enter your PIN, you will be prompted to review the details of the Trade Contract carefully as you are responsible for any errors in that document.

As soon as your seller’s PIN is successfully entered, the digital securities required for you to make good on your offer will be locked and unavailable for any other purpose until the Trade Contract negotiation is complete.

When a Trade Contract is electronically delivered to a purchaser or a seller, the same processes apply (described above for a purchaser and a seller) before you can enter your PIN, accepting the Trade Contract.

A seller must keep the Risk Acknowledgement signed by the purchaser for eight years following the sale. We will store that document for you. If you ever need it to prove that you met the requirements for selling to an accredited investor, we can provide you with the Risk Acknowledgement and with proof that the purchaser confirmed accredited investor status before the trade was made.

Both investors agree to a Trade Contract – what next?

In most cases, when an investor responds to a Trade Contract offer by entering their PIN, thus completing the contract, the digital securities and funds will automatically be delivered to the purchaser’s and the seller’s respective FINWallets™ – immediately. In addition, the issuer’s record of digital securities owners will be automatically updated to reflect the trade. The trade price and date/time will be added to the historical sales price information for the particular class of that issuer’s digital securities, for all investors and the issuer to access.

Factors that could prevent automatic settlement of your trade

1. The digital securities in question require prior approval from the issuer before the trade can settle. In that case, the trade is routed to the issuer for approval. The issuer has up to 3 business days to approve or disapprove the trade. Why would an issuer have to approve a trade? Private issuers’ governing documents sometimes require that the board of directors be aware of ownership changes

that exceed a threshold (for example, 10%), so that they can be aware of who the significant shareholders are (or could be) and decide whether that is in the issuer's best interests. There could be other reasons, but ownership thresholds are the most common.

2. One party to the trade is a director, officer, or employee (or an adult member of those individuals' households) of the issuer whose digital securities are being traded. In that case, the Trade Contract will be routed to us for approval. We have a duty to deal fairly, honestly, and in good faith with all our investor clients. We are required to exercise our professional judgment when dealing with an insider's desire to trade with what is fair. This includes deciding whether allowing an insider to trade with other investor clients would be unfair to them, given the insider's position with, and knowledge of, the issuer and whether denying that insider an opportunity to trade would be unfair to the insider.
3. A valid cease trade order or a valid order banning you from trading securities is in effect in the jurisdiction in which you reside or in British Columbia. If that order allows liquidating trades, we will program your account to prevent any further purchases of digital securities but to allow sales.

What does it cost to trade?

If you are a purchaser under a Trade Contract, we do not charge a fee for the trade.

If you are a seller, you will pay a fee of 1% of the total value of the trade. When funds are delivered to your account, you will receive a full credit for the sale proceeds then a ledger entry will be made immediately to debit the 1% fee.

Digital Securities Trading Rules

Every person who trades must avoid market misconduct prohibitions found in securities law and criminal law.

You must not engage in an action or communication that creates a misleading impression of what the market price for a security really is. That includes trading back and forth with another party, knowing that the reason you are trading back and forth is to drive the price of a security up or down.

You must not create or respond to a Request for Quote or a Trade Contract if you do not intend to trade.

You must not commit fraud. You must not collude with others to help them commit fraud.

And although Platform issuers are non-reporting issuers, you must not act on information, or tip another person off, or recommend another person trade on information that is not yet generally disclosed to the Finhaven investor community or to the general public.

This is not an exhaustive list of the ways in which you could commit a market misconduct breach. To inform yourself more fully, read the *Securities Act* (for the province in which you reside) and the *Criminal Code of Canada*.

We watch trading activity closely

We oversee distributions and trading on our Platform closely to identify activity that may be in breach of securities law and in breach of our expectation that you will not trade on information that is not disclosed to all Finhaven investors or the public. Securities law prohibits fraud and market manipulation. Your agreement with us requires that you refrain from engaging in trading that mimics illegal insider trading, tipping, and recommending, or frontrunning. If you act on or communicate material information about the issuer that has not yet been publicly disclosed with the intention of profiting yourself, or enabling someone else to profit, that would be a breach of your agreement with us.

Our independent trading Monitor watches trading activity closely

Our authorization from securities regulators to operate the Finhaven Investment Platform requires that we retain an independent trading Monitor. Our Monitor is an experienced capital markets professional whose role is to make sure we are overseeing trading compliance effectively and to report to our Principal Regulator, the British Columbia Securities Commission, about the trading activity on the Platform and whether we are effective in overseeing trading activity compliance with securities law and with our requirements for you, as a client.

Consequences for breaching securities laws

If your trading activity appears, after investigation, to be in breach of securities laws or our trading requirements, we may:

- withdraw your right to make any further investments or purchase trades on the Platform,
- require you to wind down your account in an orderly fashion, including requiring that all your subsequent proposed sell trades receive our prior approval, and
- when all digital securities have been sold, require that you provide us with wire transfer instructions (to a Canadian financial institution) so that we can return your funds and close your account.

We may also report what we know about your trading activity to relevant securities and law enforcement authorities.

Trading here does not affect your access to other marketplaces

This may seem obvious, but we are required to confirm this to you.

Other information you should review on this website

Our relationship disclosure information sets out additional important information relevant to your decision to start or maintain a relationship with us. You can find our conflicts management, referral arrangements, privacy, complaints, and fees and charges information there, as well as a description of the risks associated with Finhaven issuers and Finhaven Private Markets (including information about how we mitigate those risks). You can read our relationship disclosure information by clicking on this link:

https://finhaven.ca/wp-content/uploads/2022/07/Client_Relationship_Disclosure.pdf

You should also know that our exempt market dealer registration and our authorization to operate the Finhaven Investment Platform are both subject to terms and conditions imposed by the securities regulatory authorities in the provinces where we operate.

Our business is unique among Canadian exempt market dealers and trading platforms. Some of the current regulations didn't fit very well with our business. We applied for relief from those requirements to our Principal Regulator, the British Columbia Securities Commission; the Commission, in turn, coordinated discussions with other securities regulators in the context of the Canadian Securities Administrators Regulatory Sandbox Committee. We worked cooperatively with our regulators from BC to QC to arrive at the terms and conditions under which we operate. They are designed to protect you and to safeguard the reputation of Canadian capital markets.

You can read them on our website - [FPM - COMPLIANCE](#) -