

SUBSCRIPTION INSTRUCTIONS

GreensKeeper Value Fund

Prospective investors in the GreensKeeper Value Fund must complete all of these subscription documents contained in this package (the “Subscription Documents”) in the manner described below. Please ensure that you have read the Confidential Offering Memorandum and Declaration of Trust prior to your completion of the Subscription Documents. You should also discuss this proposed investment with your investment advisor, for suitability and risk profile, and with your tax advisors in order to fully understand the tax implications that may affect you.

If the Subscriber is not investing in the Fund through and on the advice of a registered dealer, please contact the Manager to receive the proper subscription form.

Please complete all of the following steps:

Individuals	Entities	Managed Accounts
Pages S-6, S-7 Schedules A (or A-1), B, C	Page S-8 Schedules A, B, C	Page S-9 Schedules A, B, C

1. All Subscribers that are individuals must complete pages **S-6** and **S-7**. All Subscribers that are entities must complete page **S-8**. All Subscribers subscribing on behalf of a managed account must complete page **S-9**.
2. All Subscribers must complete **Schedule “B”**.
3. All Subscribers that are “**accredited investors**” must complete **Schedule “A”** or **Schedule “A-1”**, as required unless they have indicated on page S-6 or S-8 that another exemption is available to them.
4. **Since the Subscriber is purchasing the Units through another registered dealer (the “Subscriber’s Agent”)** it is the Subscriber’s Agent’s responsibility to fulfill all relevant “know-your-client” obligations and to assess whether the Units are a suitable investment for the Subscriber. The Subscriber’s Agent is also responsible for all identification and investor information collection obligations under anti-money laundering and anti-terrorist financing legislation. Unless the Subscriber’s Agent agrees to comply with the due diligence and reporting obligations for the purposes of Part XVIII [FATCA] and Part XIX [CRS] of the *Income Tax Act* (Canada) by checking the “Yes” box in Schedule “B”, the Subscriber must complete the **Declaration of Tax Residence Form 518** or **519**, as applicable, delivered with this subscription agreement.
5. **JOINT ACCOUNT HOLDERS:** Each individual account holder must complete pages **S-6** and **S-7** and all applicable Schedules, as well as the appropriate Declaration of Tax Residence Form (unless the Subscriber’s Agent checked the “Yes” box in Schedule “B”).

Please submit all completed forms to our office at the address below or contact us to answer any questions that you may have regarding the completion of the forms.

GreensKeeper Asset Management Inc.
2010 Winston Park Drive, Suite 200
Oakville, Ontario L6H 5R7
Tel. 905.827.1179
Email: info@greenskeeper.ca

SUBSCRIPTION AGREEMENT

TO: GreensKeeper Asset Management Inc. (the “Manager”) as trustee, manager of and investment advisor to The GreensKeeper Value Fund (the “Fund”), 2010 Winston Park Drive, Suite 200, Oakville, Ontario, L6H 5R7.

The undersigned (the “**Subscriber**”) hereby acknowledges receipt of a confidential offering memorandum dated September 14, 2020, as amended from time to time (the “**Offering Memorandum**”) relating to an offering of units of the Fund (the “**Units**”), a trust established under the laws of Ontario pursuant to an amended and restated declaration of trust dated January 17, 2014, as amended from time to time (the “**Declaration of Trust**”). By submitting this subscription, the Subscriber acknowledges having received and read the Offering Memorandum and that the Manager is relying on the representations and warranties set out below. The Subscriber hereby irrevocably subscribes for that number of Units of the Fund as set forth below at a price per Unit as determined in accordance with the Declaration of Trust.

General

Terms denoted herein with initial capital letters and not otherwise defined have the meanings given in the Declaration of Trust.

The Subscriber represents that he, she or it has tendered through his, her or its dealer the amount set forth below representing the purchase price of the Units subscribed for. No Units shall be issued without receipt by the Fund of the subscription proceeds and this subscription agreement (the “**Subscription Agreement**”). The Subscriber acknowledges that this subscription is subject to acceptance by the Manager and to certain other conditions set forth in the Declaration of Trust. The Subscriber agrees that this subscription is given for valuable consideration and shall not be withdrawn or revoked by the Subscriber. **The Subscriber shall be bound by the terms of the Declaration of Trust upon acceptance of this Subscription Agreement.** This subscription and the subscription proceeds shall be returned without interest or deduction to the Subscriber at the address indicated below if this subscription is not accepted. If the subscription is accepted only in part, a cheque representing a portion of the purchase price for that portion of the subscription for the Units which is not accepted will be promptly delivered or mailed to the Subscriber without interest.

PLEASE KEEP A COPY OF THIS SUBSCRIPTION FOR YOUR RECORDS. Once you have received confirmation of the issuance of Units subscribed for, the Manager will be deemed to have delivered to you their acceptance of this Subscription Agreement. A fully executed copy of this Subscription Agreement will be kept by the Manager and will be available upon request.

Representations and Warranties

The Subscriber represents, warrants, acknowledges and covenants to and in favour of the Manager and the Fund that:

1. if an individual, the Subscriber has attained the age of majority and has the legal capacity and competence to execute the Subscription Agreement and power of attorney form and to take all actions required pursuant hereto;
2. if not an individual, the Subscriber has good right, full power and absolute authority to execute this Subscription Agreement and to take all necessary actions, and all necessary approvals have been given to authorize it to execute this Subscription Agreement;
3. if the Subscriber is purchasing the Units as principal, such purchase is for the Subscriber’s own account and for investment purposes only and not with a view to resale;
4. the Subscriber is a resident of, or is otherwise subject to the securities laws of, the jurisdiction set out under “Name and Address of Subscriber” below and is not purchasing the Units for the account or benefit of any person in any jurisdiction other than such jurisdiction;
5. if the Subscriber is or becomes a “non-resident” or a partnership other than a “Canadian partnership” within the meaning of the *Income Tax Act* (Canada), the Subscriber will immediately notify the Manager in writing of such status;
6. if the Subscriber is or becomes a “financial institution” within the meaning of Section 142.2 of the *Income Tax Act* (Canada), the Subscriber will immediately notify the Manager in writing of such status;
7. upon acceptance of this Subscription Agreement, the Subscriber will not be a “designated beneficiary” for the purpose of the *Income Tax Act* (Canada);
8. the Subscriber has received and has had the opportunity to review the Declaration of Trust and the Offering Memorandum and acknowledges that the Declaration of Trust is available upon request, and has had the opportunity to ask and have answered any and all questions which the Subscriber wished with respect to the

- business and affairs of the Fund, the Units and the subscription hereby made, and the Subscriber is subscribing for Units on the terms and as described in the Offering Memorandum;
9. specifically, the Subscriber is aware of the characteristics of the Units and of the risks associated with an investment in the Units, and is aware that the purpose of the Fund is to invest the capital of the Fund in accordance with the Fund's investment objective outlined in the Declaration of Trust;
 10. the Subscriber has sufficient knowledge and experience of financial investment matters and, by virtue of his or her net worth and investment experience or by virtue of consultation with or advice from a person who is a registered advisor or registered dealer, is able to evaluate the merits and risks of an investment in the Units, and is able to bear the economic risk of loss of such investment;
 11. the transferability of Units is limited in the manner described in the Declaration of Trust;
 12. the Subscription Agreement has been duly authorized, executed and delivered (as appropriate or as applicable) by, and constitutes a legal, valid, binding and enforceable agreement of the Subscriber, enforceable against the Subscriber in accordance with its terms;
 13. the entering into of this Subscription Agreement and the transactions contemplated hereby will not result in the violation of any terms or provisions of any law applicable to, or the constating documents of, the Subscriber or of any agreement, written or oral, to which the Subscriber may be a party or by which he, she or it is or may be bound;
 14. the Subscriber has no knowledge of a "material fact" or "material change" (as those terms are defined in applicable securities legislation) in the affairs of the Fund that has not been generally disclosed to the public, save knowledge of this particular transaction;
 15. the Subscriber is aware that there are securities and tax laws applicable to the holding and disposition of the Units and has been given the opportunity to seek advice in respect of such laws and is not relying solely upon information from the Manager;
 16. the purchase of the Units is subject to one or more exemptions from certain requirements contained in applicable securities legislation and that, under such legislation, the Units may not be resold by the Subscriber except in compliance with, or pursuant to a particular exemption from, the prospectus requirements of such legislation;
 17. the Subscriber acknowledges that no prospectus has been filed with any securities commission or other regulatory body in connection with the issuance of the Units, such issuance is exempted from the prospectus requirements of applicable securities legislation; and
 - a. the Subscriber is restricted from using the civil remedies available,
 - b. the Subscriber may not receive information that would otherwise be required to be provided, and
 - c. the Fund is relieved from certain obligations that would otherwise apply,under certain applicable securities legislation which would otherwise be available if the Units were sold pursuant to a prospectus;
 18. the investment portfolio and trading procedures of the Fund are proprietary to the Fund and the Manager and all information relating to such investment portfolio and trading procedures shall be kept confidential by the Subscriber and will not be disclosed to third parties (excluding the Subscriber's professional advisers) without the written consent of the Manager; and
 19. the Subscriber will execute and deliver all documentation and provide all such further information as may be required by applicable securities legislation, anti-money laundering and anti-terrorist financing legislation and domestic and foreign tax legislation, to permit the purchase of the Units on the terms herein set forth, and the Subscriber will deliver such releases or any other documents for income tax purposes, if any, as from time to time may be required by the Manager or applicable securities legislation.

The representations, warranties, covenants and acknowledgements of the Subscriber contained in the Subscription Agreement shall survive the completion of the purchase and redemption of the Units and any subsequent purchase of Units by the Subscriber unless a new subscription agreement is executed at the time of the subsequent purchase, and the Subscriber undertakes to immediately notify the Manager and the Fund of any change in any representation, warranty or other information relating to the Subscriber set forth in this Subscription Agreement.

The Subscriber acknowledges that having a non-qualified Unitholder could have negative tax or other consequences to the Fund. Any Unitholder whose status changes such that the representation in paragraph (5), (6) or (7) ceases to be true shall disclose such status to the Manager when such status changes and the Manager may require any such Unitholder at any time to redeem all or some of such Unitholder's Units. Any Unitholder who becomes a non-resident, a partnership other than a "Canadian partnership" or a financial institution hereby agrees that it shall be deemed to have, immediately prior to the date on which it becomes a non-resident, a partnership other than a "Canadian

partnership” or a financial institution, redeemed some or all of such Unitholder’s Units to the extent necessary to result in non-residents or financial institutions owning in the aggregate Units having a Net Asset Value that is less than one-half of the Net Asset Value of all of the Units, and shall be entitled to receive from the Fund as redemption proceeds an amount equal to the lesser of the Net Asset Value of such redeemed Units as at the date on which it is deemed to have redeemed such Units and the Net Asset Value of such Units as at the date the Manager learns that such Unitholder is a non-resident, a partnership other than a “Canadian partnership” or a financial institution, less all such deductions as provided in the Declaration of Trust as if such Unitholder voluntarily redeemed its Units.

Purchasing as Bare Trustee or Agent

If a person is executing this Subscription Agreement as bare trustee, agent or attorney (including, for greater certainty, a dealing representative, a portfolio manager or comparable adviser) (in this paragraph, the “**agent**”) on behalf of the Subscriber (in this paragraph, the “**principal**”), such agent must provide evidence of such person’s authority satisfactory to the Manager and hereby separately represents and warrants to the Manager that (i) the agent is duly authorized to execute and deliver this Subscription Agreement and all other necessary documentation in connection with such purchase on behalf of such principal, to agree to the terms and conditions contained herein and therein and to make the representations, certifications, acknowledgments and covenants made herein and therein, (ii) this Subscription Agreement has been duly authorized, executed and delivered by or on behalf of, and constitutes a legal, valid and binding agreement enforceable against, such principal, (iii) the agent acknowledges that the Manager is required by law to disclose to certain regulatory and taxation authorities the identity of and certain information regarding the principal and has provided all the information concerning the principal as required by this Subscription Agreement and will provide any such further information as may hereafter be required; and (iv) for the purpose of assisting the Manager in filing with the applicable securities regulator its consolidated Monthly Report under the *Criminal Code* (Canada), the related *Regulations Establishing a List of Entities*, the *Justice for Victims of Corrupt Foreign Officials Regulations* and all such other similar applicable regulations, the principal is not a “Designated Person” for the purposes of such regulations, and the agent will immediately advise the Manager if there is a change in such status. For greater certainty, each of the representations set out in this Subscription Agreement shall be true in respect of, and each of the elections made herein shall be effective for, each principal identified under “Subscriber Information”. The agent agrees to indemnify each of the Fund and the Manager against all losses, claims, costs, expenses and damages or liabilities which it may suffer or incur arising from the reliance by the Fund or the Manager, as the case may be, on the above representations and warranties.

Management Fee and Incentive Allocation

The Subscriber agrees to the Fund paying to the Manager the Management Fee and Performance Fee as described in the Offering Memorandum.

Anti-Money Laundering Legislation and Anti-Terrorist Financing Legislation

In connection with Canadian legislation aimed at the prevention of money laundering and terrorism financing, the Subscriber has provided to his, her or its dealer all information and documentation required under applicable anti-money laundering and anti-terrorist financing legislation. The Subscriber acknowledges that the Manager may require a copy of some or all of such information and documentation, and/or additional information and documentation from time to time, in order for the Manager to discharge all of its obligations under such legislation.

The Subscriber acknowledges that if, as a result of any information or other matter which comes to the Manager’s attention, any director, officer or employee of the Manager, or its professional advisers, knows or suspects that an investor is engaged in money laundering or terrorist financing activities, such person is required to report such information or other matter to the Financial Transactions and Reports Analysis Centre of Canada (FINTRAC) and such report shall not be treated as a breach of any restriction upon the disclosure of information imposed by Canadian law or otherwise.

Foreign Tax Reporting

In accordance with the Intergovernmental Agreement between Canada and the United States for the enhanced exchange of tax information under the Canada-U.S. Tax Convention (the “**IGA**”) and related Canadian legislation and guidance, and as required under the U.S. Foreign Account Tax Compliance Act (“**FATCA**”), the Manager is required to report on behalf of the Fund certain information with respect to Subscribers who are U.S. residents and U.S. citizens (including U.S. citizens who are residents or citizens of Canada), and certain other “U.S. Persons” as defined under the IGA, to the Canada Revenue Agency (“**CRA**”). The CRA will then exchange the information with the U.S. Internal Revenue Service pursuant to the provisions of the IGA.

In addition, to meet the objectives of the Organization for Economic Co-operation and Development Common Reporting Standard (the “**CRS**”), the Fund and the Manager may be required under Canadian legislation to identify

and report to the CRA details and certain financial information relating to Unitholders in the Fund who are residents for tax purposes in a country outside of Canada and the U.S. that has adopted the CRS. The CRA will then provide that information to the tax authorities of the relevant jurisdiction that has adopted the CRS. To this end, all Subscribers must provide the appropriate **Declaration of Tax Residence Form**, and will provide an updated form upon reasonable request by the Manager, **unless** Schedule “B” has been completed and the Subscriber’s Agent has agreed to discharge such obligations by checking the “Yes” box on Schedule “B”. The Subscriber acknowledges that if the Manager is required to report information to the CRA in connection with the Subscriber’s investment in the Fund, such report shall not be treated as a breach of any restriction upon the disclosure of information that may be imposed by Canadian law or otherwise.

Consent to Electronic Delivery

Securities legislation permits the Fund to deliver some documents by electronic means if the Subscriber provides consent. The Subscriber acknowledges that it is entitled to receive annual and interim financial statements of the Fund and may receive other information about the Fund from the Manager. By completing the consent in **Schedule “C”**, the Subscriber is consenting to the receipt of financial information and other reports electronically.

Privacy Policy

Attached as **Schedule “D”** hereto is a copy of the Manager’s Privacy Policy. By signing this Subscription Agreement, the Subscriber consents to the collection, use and disclosure of his or her personal information in accordance with such policy.

Indemnity

The foregoing representations, warranties and covenants are made by the Subscriber with the intent that they be relied upon in determining its suitability as a purchaser of Units and the Subscriber hereby agrees to indemnify and hold harmless each of the Fund, the Manager, the Trustee and their respective directors, officers, employees and agents against all losses, claims, costs, expenses and damages or liabilities which any of them may suffer or incur caused or arising from reliance thereon. Any signatory signing on behalf of the Subscriber as agent or otherwise represents and warrants that such signatory has authority to bind the Subscriber and agrees to indemnify each of the Fund and the Manager against all losses, claims, costs, expenses and damages or liabilities which it may suffer or incur or cause arising from the reliance on such representation and warranty. The covenants, representations and warranties contained herein shall survive the closing of the transactions contemplated hereby. The Subscription Agreement shall be binding on the Subscriber, its respective heirs, executors, administrators, personal representatives, successors and assigns. The Subscription Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. By the Subscriber’s remittance of this subscription, the Subscriber irrevocably attorns to the non-exclusive jurisdiction of the courts of the Province of Ontario.

Language (Quebec residents only)

I acknowledge having received a French version of this document. I also confirm it is my wish that this agreement and all related documents be drawn up in English. (Résidents du Québec seulement) - Je reconnais avoir reçu la version française de ce document et autres informations. Je confirme également ma volonté que ce document et tous les documents s’y rattachant soient rédigés en anglais.

Assignment

The Subscription Agreement is not transferable or assignable by the Subscriber without consent of the Manager.

SUBSCRIBER INFORMATION – INDIVIDUAL

Salutation	Surname	Names (Given)	
Address (No PO Box) City		Province	Postal Code
Telephone (Home)	Telephone (Business)	Telephone (Cell)	Email
Principal Business or Occupation		Employer Name and Address	
Date of Birth (yyyy/mm/dd)		Place of Birth	Social Insurance Number
Source of Subscription Funds (e.g. savings, sale of other investment, borrowed):			
Is the Subscriber a registrant under Canadian securities legislation? <input type="checkbox"/> Yes <input type="checkbox"/> No			

The Subscriber hereby represents and certifies that the Subscriber is acting for his, her or its own account and is purchasing Units as principal (or is deemed by National Instrument 45-106 *Prospectus Exemptions* to be acting as principal) for investment purposes only and not with a view to resale and is one of the following **[please check the appropriate box]**:

- Accredited Investor**
a resident of any province or territory of Canada (other than Newfoundland & Labrador) that meets the definition of “accredited investor” and has completed the Certificate of Accredited Investor attached as Schedule “A” or Form For Certain Individual Accredited Investors attached as Schedule “A-1” **[please complete Schedule “A”, or Schedule “A-1” if applicable]**; or
- Subsequent top-up investment by non-Accredited Investor**
a person other than an accredited investor that is a resident of any province or territory of Canada (other than Newfoundland & Labrador or Alberta) and is purchasing Units with an aggregate acquisition cost of less than \$150,000, but already purchased Units of the same class or series as principal for an acquisition cost of not less than \$150,000 paid in cash at the time of purchase, and at the date of this subscription owns Units with a net asset value or aggregate acquisition cost of not less than \$150,000; or
- Other**
has the benefit of the following exemption (specify nature and source of exemption): _____

This agreement is not transferable or assignable by the Subscriber except with the consent of the Manager or by operation of law. This agreement may be signed in counterparts. Dated this _____ day of _____, _____.	
(day)	(month)
(year)	
The Subscriber hereby subscribes for Units of GreensKeeper Value Fund in the following amount: \$ _____	
By executing this Subscription Agreement, the Subscriber acknowledges that he or she is bound by the terms and conditions of the Declaration of Trust.	Witness:
X _____	X _____
Subscriber's Signature	Signature
	Name
	Address

Joint Accounts: Each account holder must sign a copy of this Subscription Agreement and provide appropriate proof of identification. You hereby confirm that the Units are to be held by each of you as joint tenants with right of survivorship and not as tenants in common and we are hereby authorized to take orders from either of you alone. Unless you both instruct us differently, (i) allocations for tax purposes will be made to each of you in equal amounts, and (ii) distributions of profit and capital (including the payment of redemption proceeds) will be made and paid to the account from which wire payment for the subscription for Units was received.

(Manager Only)	
Valuation Date: _____	GREENSKEEPER ASSET MANAGEMENT INC.
Class/Series: _____	as Manager of GREENSKEEPER VALUE FUND
Price Per Unit: \$ _____	By: _____
No. of Units Issued: _____	Name/Title: _____
This subscription is accepted in the Town of Oakville, Ontario on the _____ day of _____, _____.	
(day)	(month)
(year)	
Commission Information	
Dealer: _____	Telephone: _____
Representative: _____	Commission Paid (if any): _____

POLITICALLY EXPOSED PERSON / HEAD OF INTERNATIONAL ORGANIZATION
DETERMINATION

Are you a **foreign** politically exposed person* (FPEP), or are you a family member* or a close associate* (for personal or business reasons) of a FPEP? Yes No **If yes, please provide details:** _____

Are you a **domestic** politically exposed person* (DPEP), or are you a family member* or a close associate* (for personal or business reasons) of a DPEP? Yes No **If yes, please provide details:** _____

Are you a head of an international organization* (HIO), or are you a family member* or a close associate* (for personal or business reasons) of a HIO? Yes No **If yes, please provide details:** _____

Name of Subscriber: _____

Signature: _____

Date: _____

*** DEFINED TERMS**

Certain terms used above are specifically defined by applicable securities legislation, regulation or rules, as follows:

“**close associate**” can be an individual who is closely connected to a politically exposed person (“**PEP**”) or head of an international organization (“**HIO**”) for personal or business reasons. Some examples of a close association for personal or business reasons include a person who is: a) business partners with, or who beneficially owns or controls a business with, a PEP or HIO, b) in a romantic relationship with a PEP or HIO, such as a boyfriend, girlfriend or mistress, c) involved in financial transactions with a PEP or a HIO, d) a prominent member of the same political party or union as a PEP or HIO, e) serving as a member of the same board as a PEP or HIO; or f) closely carrying out charitable works with a PEP or HIO.

“**domestic politically exposed person**” means an individual that holds, or has held within the last five years, one of the following offices or positions in or on behalf of the Canadian federal government, a Canadian provincial government or a Canadian municipal government:

- A Governor General, lieutenant governor or head of government;
- A member of the Senate or House of Commons or member of a legislature;
- A deputy minister (or equivalent rank);
- An ambassador or an ambassador’s attaché or counsellor;
- A military officer (with rank of general or above);
- A president of a corporation that is wholly owned directly by Her Majesty in right of Canada or a province;
- A head of a government agency;
- A judge of an appellate court in a province, the Federal Court of Appeal or the Supreme Court of Canada;
- A leader or president of a political party represented in a legislature; or
- A mayor (the classification of mayor captures the head of a city, town, village, or rural or metropolitan municipality, regardless of the size or population).

“**family member**” means a mother, father, child, brother, sister, half-brother, half-sister, spouse or common-law partner, spouse or common-law partner’s mother or father.

“**foreign politically exposed person**” means an individual that holds, or has held, one of the following offices or positions in or on behalf of a foreign country:

- A head of state or government;
- A member of the executive council of government or a member of a legislature;
- A deputy minister (or equivalent rank);
- An ambassador or an ambassador’s attaché or counsellor;
- A military officer (with rank of general or above);
- A president of a state-owned company or bank;
- A head of a government agency;
- A judge of a supreme court, constitutional court or other court of last resort; or
- A leader or president of a political party represented in a legislature.

“**head of an international organization**” is a person who is either (a) the head of an international organization established by the governments of states or (b) the head of an institution established by an international organization. This would be the person who leads that organization, for example a president or CEO.

“**international organization**” is an organization set up by the governments of more than one country. An organization established by means of a formally signed agreement between the governments of more than one country would be considered an “international organization”. Whether the organization is captured within the definition depends upon how it has been established, between governments of states, not where it operates. An international organization may operate only in Canada or only in one foreign country.

SUBSCRIBER INFORMATION – ENTITY

Entity Full Legal Name	Name and Position of Primary Signatory		
Address (No PO Box)	City	Province	Postal Code
Telephone (Main)	Telephone (Primary Contact)		Email
Type of Entity	Date of Incorporation/Formation	Principal Business of Entity	
Business or Trust Identification Number (as applicable)		Country of Residence for Tax Purposes	
Source of Subscription Funds (e.g. retained earnings, sale of other investment, borrowed)			
Is the Subscriber a registrant under Canadian securities legislation? <input type="checkbox"/> Yes <input type="checkbox"/> No			

The Subscriber hereby represents and certifies that the Subscriber is acting for his, her or its own account and is purchasing Units as principal (or is deemed by National Instrument 45-106 *Prospectus Exemptions* to be acting as principal) for investment purposes only and not with a view to resale and is one of the following **[please check the appropriate box]**:

- Accredited Investor**
a resident of any province or territory of Canada (other than Newfoundland & Labrador) that meets the definition of “accredited investor” and has completed the Certificate of Accredited Investor attached as Schedule “A” or Form For Certain Individual Accredited Investors attached as Schedule “A-1” **[please complete Schedule “A”]**; or
- \$150,000 minimum investment**
a person, other than an individual, that is a resident of any province or territory of Canada (other than Newfoundland & Labrador or Alberta) and is purchasing Units with an aggregate cost to the Subscriber of not less than \$150,000 and has not been formed, created, established or incorporated for the purpose of permitting the purchase of the Units without a prospectus; or
- Subsequent top-up investment by non-Accredited Investor**
a person other than an accredited investor that is a resident of any province or territory of Canada (other than Newfoundland & Labrador or Alberta) and is purchasing Units with an aggregate acquisition cost of less than \$150,000, but already purchased Units of the same class or series as principal for an acquisition cost of not less than \$150,000 paid in cash at the time of purchase, and at the date of this subscription owns Units with a net asset value or aggregate acquisition cost of not less than \$150,000; or
- Other**
has the benefit of the following exemption (specify nature and source of exemption): _____

This agreement is not transferable or assignable by the Subscriber except with the consent of the Manager or by operation of law. This agreement may be signed in counterparts. Dated this _____ day of _____, _____.
(day) (month) (year)

The Subscriber hereby subscribes for Units of GreensKeeper Value Fund in the following amount: \$ _____

By executing this Subscription Agreement, the Subscriber acknowledges that it is bound by the terms and conditions of the Declaration of Trust.

X _____
Authorized Signature
I have authority to bind the Subscriber

(Manager Only)

Valuation Date: _____
Class/Series: _____
Price Per Unit: \$ _____
No. of Units Issued: _____

GREENSKEEPER ASSET MANAGEMENT INC.
as Manager of **GREENSKEEPER VALUE FUND**
By: _____
Name/Title: _____

This subscription is accepted in the Town of Oakville, Ontario on the _____ day of _____, _____.
(day) (month) (year)

Commission Information

Dealer: _____ Telephone: _____
Representative: _____ Commission Paid (if any): _____

SUBSCRIBER INFORMATION – MANAGED ACCOUNT

Name of Registrant Firm Subscribing on behalf of Managed Account(s)			
Address (No PO Box)	City	Province	Postal Code
Telephone (Main)	Telephone (Primary Contact)	Fax	Email
Name and Position of Individual Portfolio Manager Having Authority Over this Account			
Name and Position of Authorized Signatory below (if different)			

For each managed account please provide the following information (either below or in a separate spreadsheet acceptable to the Manager):			(Manager Only)		
			Valuation Date		
Name and Address of Account Holder	Tax Identifier (SIN/TIN/BIN)	Subscription Amount (\$)	No. of Units	Class/Series of Units	Price per Unit

By completing and signing this page, the registrant firm identified above represents and warrants that it is properly registered as an adviser or dealer, that it is acting on behalf of a fully managed account and has authority to do so (and will provide proof of same upon request), and that the individual portfolio manager identified above is duly registered to act in such capacity. (Dealers without discretionary authority acquiring Units on behalf of one or more clients must complete a separate Subscription Agreement for each such client and the client as Subscriber, or an authorized signatory, must complete and sign “Subscriber Information – Individual” or “Subscriber Information – Entity”, as applicable.)

This agreement is not transferable or assignable by the Subscriber except with the consent of the Manager or by operation of law. This agreement may be signed in counterparts. Dated this _____ day of _____, _____.

(day) (month) (year)

The Subscriber hereby subscribes for Units of GreensKeeper Value Fund in the following aggregate amount:

\$ _____

By executing this Subscription Agreement, the signatory acknowledges and agrees on behalf of each Managed Account to be bound by the terms and conditions of the Subscription Agreement. The signatory further certifies that the information provided is, to the best of his or her knowledge and belief, correct and complete.

X _____
Authorized Signature
I have authority to bind each Account Holder

(Manager Only)	
This subscription is accepted in the Town of Oakville, Ontario on the _____ day of _____, _____. (day) (month) (year)	GREENSKEEPER ASSET MANAGEMENT INC. as Manager of GREENSKEEPER VALUE FUND By: _____ Name/Title: _____
Commission Information	
Dealer: _____ Representative: _____	Telephone: _____ Commission Paid (if any): _____

**SCHEDULE “A”
CERTIFICATE OF ACCREDITED INVESTOR**

TO: GREENSKEEPER ASSET MANAGEMENT INC. (the “Manager”)

RE: SUBSCRIPTION FOR UNITS OF THE GREENSKEEPER VALUE FUND

In connection with the purchase by the undersigned purchaser (the “Subscriber”) of units of GreensKeeper Value Fund (the “Fund”), the Subscriber (or the signatory on behalf of the Subscriber) certifies for the benefit of the Fund and the Manager that the Subscriber is a resident of, or the purchase and sale of securities to the Subscriber is otherwise subject to the securities legislation of any province or territory of Canada (other than Newfoundland & Labrador) and the Subscriber is (and will at the time of acceptance of this Subscription Agreement and any additional subscriptions be) an accredited investor within the meaning of National Instrument 45-106 – *Prospectus Exemptions* (“NI 45-106”) or Section 73.3 of the *Securities Act* (Ontario) in the category indicated below:

PLEASE CHECK THE BOX OF THE APPLICABLE CATEGORY AND INITIAL:

- _____ (a) a Schedule I, II or III bank, loan corporation, trust company, trust corporation, insurance company or other Canadian financial institution as defined in NI 45-106 or, in Ontario, as described in Section 73.1(1) of the *Securities Act* (Ontario),
- _____ (b) the Business Development Bank of Canada incorporated under the *Business Development Bank of Canada Act* (Canada),
- _____ (c) a subsidiary of any person referred to in paragraphs (a) or (b), if the person owns all of the voting securities of the subsidiary, except the voting securities required by law to be owned by directors of that subsidiary,
- _____ (d) a person registered under the securities legislation of a province or territory of Canada as an adviser or dealer,
- _____ (e) an individual registered under the securities legislation of a province or territory of Canada as a representative of a person referred to in paragraph (d),
- _____ (e.1) an individual formerly registered under the securities legislation of a province or territory of Canada, other than an individual formerly registered solely as a representative of a limited market dealer under one or both of the *Securities Act* (Ontario) or the *Securities Act* (Newfoundland and Labrador),
- _____ (f) the Government of Canada or of a province or territory of Canada, or any crown corporation, agency or wholly owned entity of the Government of Canada or a province or territory of Canada,
- _____ (g) a municipality, public board or commission in Canada and a metropolitan community, school board, the Comité de gestion de la taxe scolaire de l’île de Montréal or an intermunicipal management board in Québec,
- _____ (h) any national, federal, state, provincial, territorial or municipal government of or in any foreign jurisdiction, or any agency of that government,
- _____ (i) a pension fund that is regulated by the Office of the Superintendent of Financial Institutions (Canada), a pension commission or similar regulatory authority of a province or territory of Canada,
- Please complete Sched “A-1”* _____ (j) an individual who, either alone or with a spouse, beneficially owns financial assets (as defined below), having an aggregate realizable value that before taxes, but net of any related liabilities, exceeds \$1,000,000,
- _____ (j.1) an individual who beneficially owns financial assets having an aggregate realizable value that, before taxes but net of any related liabilities, exceeds \$5,000,000,
- Please complete Sched “A-1”* _____ (k) an individual whose net income before taxes exceeded \$200,000 in each of the two most recent calendar years or whose net income before taxes combined with that of a spouse exceeded \$300,000 in each of the two most recent calendar years and who, in either case, reasonably expects to exceed that net income level in the current calendar year,
- _____ (l) an individual who, either alone or with a spouse, has net assets (as defined below) of at least \$5,000,000,
- _____ (m) a person, other than an individual or investment fund, that has net assets of at least \$5,000,000, as shown on its most recently prepared financial statements, and that was not formed for the sole purpose of making a representation to this effect in order to qualify as an accredited investor,

- _____ (n) an investment fund that distributes or has distributed its securities only to
 - (i) a person that is or was an accredited investor at the time of the distribution,
 - (ii) a person that acquires or acquired securities in the circumstances referred to in sections 2.10 [*Minimum amount investment*] or 2.19 [*Additional investment in investment funds*] of NI 45-106 or equivalent exemptions under applicable securities legislation as specified in Section 8.2 of NI 45-106, or
 - (iii) a person described in paragraph (i) or (ii) that acquires or acquired securities under section 2.18 [*Investment fund reinvestment*] of NI 45-106,
- _____ (o) an investment fund that distributes or has distributed securities under a prospectus in a province or territory of Canada for which the regulator or, in Québec, the securities regulatory authority, has issued a receipt,
- _____ (p) a trust company or trust corporation registered or authorized to carry on business under the *Trust and Loan Companies Act* (Canada) or under comparable legislation in a province or territory of Canada or a foreign jurisdiction, acting on behalf of a fully managed account managed by the trust company or trust corporation, as the case may be,
- _____ (q) a person acting on behalf of a fully managed account managed by that person, if that person is registered or authorized to carry on business as an adviser or the equivalent under the securities legislation of a province or territory of Canada or a foreign jurisdiction,
- _____ (r) a registered charity under the *Income Tax Act* (Canada) that, in regard to the trade, has obtained advice from an eligibility adviser or an adviser registered under the securities legislation of the province or territory of the registered charity to give advice on the securities being traded,
- _____ (s) an entity organized in a foreign jurisdiction that is analogous to any of the entities referred to in paragraphs (a) to (d) or paragraph (i) in form and function,
- _____ (t) a person in respect of which all of the owners of interests, direct, indirect or beneficial, except the voting securities required by law to be owned by directors, are persons that are accredited investors, ***Please indicate the name and category of accredited investor (by reference to the applicable letter above or below) of each owner of interests:***

<u>Name of Owner of Interests:</u>	<u>Category:</u>
_____	_____
_____	_____

[attach sheet if more than 3 – if (w) applies to an owner, provide information below]

- _____ (u) an investment fund that is advised by a person registered as an adviser or a person that is exempt from registration as an adviser,
- _____ (v) a person that is recognized or designated by the securities regulatory authority or, except in Ontario and Québec, the regulator as an accredited investor, or
- _____ (w) a trust established by an accredited investor for the benefit of the accredited investor's family members of which a majority of the trustees are accredited investors and all of the beneficiaries are the accredited investor's spouse, a former spouse of the accredited investor or a parent, grandparent, brother, sister, child or grandchild of that accredited investor, of that accredited investor's spouse or of that accredited investor's former spouse. ***If you checked (w), please indicate the name and category of accredited investor (by reference to the applicable letter above) of each of:***

<u>Accredited Investor:</u>	<u>Name:</u>	<u>Category:</u>
Individual who established trust:	_____	_____
Trustee:	_____	_____
Trustee:	_____	_____
Trustee:	_____	_____

[attach sheet if more than 3 trustees]

Defined Terms:

Certain terms used above are specifically defined by applicable securities legislation, regulation or rules, as follows:

“Canadian financial institution” means:

- (i) an association governed by the *Cooperative Credit Associations Act* (Canada) or a central cooperative credit society for which an order has been made under section 473(1) of that Act, or
- (ii) a bank, loan corporation, trust company, trust corporation, insurance company, treasury branch, credit union, caisse populaire, financial services cooperative, or league that, in each case, is authorized by an enactment of Canada or a province or territory of Canada to carry on business in Canada or a province or territory of Canada;

“company” means any corporation, incorporated association, incorporated syndicate or other incorporated organization;

“director” means:

- (i) a member of the board of directors of a company or an individual who performs similar functions for a company, and
- (ii) with respect to a person that is not a company, an individual who performs functions similar to those of a director of a company;

“eligibility adviser” means:

- (i) a person that is registered as an investment dealer and authorized to give advice with respect to the type of security being distributed, and
- (ii) in Saskatchewan or Manitoba, also means a lawyer who is a practicing member in good standing with a law society of a province or territory of Canada or a public accountant who is a member in good standing of an institute or association of chartered accountants, certified general accountants or certified management accountants in a province or territory of Canada provided that the lawyer or public accountant must not
 - (A) have a professional, business or personal relationship with the issuer, or any of its directors, executive officers, founders, or control persons, and
 - (B) have acted for or been retained personally or otherwise as an employee, executive officer, director, associate or partner of a person that has acted for or been retained by the issuer or any of its directors, executive officers, founders or control persons within the previous 12 months;

“executive officer” means, for an issuer, an individual who is:

- (i) a chair, vice-chair or president;
- (ii) a vice-president in charge of a principal business unit, division or function including sales, finance or production; or
- (iii) performing a policy-making function in respect of the issuer;

“financial assets” means (i) cash, (ii) securities and (iii) contracts of insurance, deposits and evidences of deposit that are not securities for the purposes of securities legislation (the value of the Subscriber’s personal residence or other real estate is not included in the calculation of financial assets);

“foreign jurisdiction” means a country other than Canada or a political subdivision of a country other than Canada;

“fully managed account” means an account of a client for which a person makes the investment decisions if that person has full discretion to trade in securities for the account without requiring the client’s express consent to a transaction;

“individual” means a natural person, but does not include a partnership, unincorporated association, unincorporated syndicate, unincorporated organization, trust or a natural person in his or her capacity as trustee, executor, administrator or other legal personal representative;

“net assets” means all of the Subscriber’s assets minus all of his, her or its liabilities;

“person” includes:

- (i) an individual,
- (ii) a corporation,
- (iii) a partnership, trust, fund and an association, syndicate, organization or other organized group of persons, whether incorporated or not, and
- (iv) an individual or other person in that person’s capacity as a trustee, executor, administrator or personal or other legal representative;

“related liabilities” means:

liabilities incurred or assumed for the purpose of financing the acquisition or ownership of financial assets, or liabilities that are secured by financial assets;

“spouse” means, an individual who,

- (i) is married to another individual and is not living separate and apart within the meaning of the *Divorce Act* (Canada), from the other individual,
- (ii) is living with another individual in a marriage-like relationship, including a marriage-like relationship between individuals of the same gender, or
- (iii) in Alberta, is an individual referred to in paragraph (i) or (ii), or is an adult interdependent partner within the meaning of the *Adult Interdependent Relationships Act* (Alberta);

“subsidiary” means an issuer that is **controlled** directly or indirectly by another issuer and includes a subsidiary of that subsidiary;

Control

A person (first person) is considered to control another person (second person) if

- (i) the first person beneficially owns or directly or indirectly exercises control or direction over securities of the second person carrying votes which, if exercised, would entitle the first person to elect a majority of the directors of the second person, unless that first person holds the voting securities only to secure an obligation,
- (ii) the second person is a partnership, other than a limited partnership, and the first person holds more than 50% of the interests of the partnership, or

the second person is a limited partnership and the general partner of the limited partnership is the first person.

* * * * *

The foregoing representations contained in this certificate are true and accurate as of the date hereof and will be true and accurate at the time of acceptance of this Subscription Agreement. **The Subscriber shall give immediate notice to the Manager if such representations change prior to acceptance of the Subscription Agreement.**

EXECUTED by the Subscriber at _____ (city) this _____ day of _____, 20__.

If a corporation, partnership or other entity:

If an individual:

Print Name of Subscriber

Print Name

Signature of Authorized Signatory

Signature

Name and Position of Authorized Signatory

Jurisdiction of Residence

Jurisdiction of Residence

Print Name of Witness

Signature of Witness

**SCHEDULE "A-1" FORM 45-106F9
Form for Certain Individual Accredited Investors**

WARNING!
This investment is risky. Don't invest unless you can afford to lose all the money you pay for this investment.

[To be completed by Subscriber and his or her salesperson if Subscriber is an individual that is an accredited investor solely by virtue of being referred to in paragraphs (j), (k) and/or (l) of Schedule "A".]

SECTION 1	
1. About your investment	
Type of securities: <i>Trust Units</i>	Issuer: <i>GreensKeeper Value Fund</i>
Purchased from Issuer: Yes	
SECTIONS 2 TO 4 TO BE COMPLETED BY THE SUBSCRIBER	
2. Risk acknowledgement	
This investment is risky. Initial that you understand that:	Your initials
Risk of loss – You could lose your entire investment of \$_____. <i>[Insert the total dollar amount of the investment as it appears on page S-6.]</i>	
Liquidity risk – You may not be able to sell your investment quickly – or at all.	
Lack of information – You may receive little or no information about your investment <i>[Note: please read the Offering Memorandum of the Fund delivered with this Subscription Agreement and note the section entitled "Reporting to Unitholders".]</i>	
Lack of advice – You will not receive advice from the salesperson about whether this investment is suitable for you unless the salesperson is registered. The salesperson is the person who meets with, or provides information to, you about making this investment. <i>[Note: The Manager will only accept a subscription from the Subscriber if the salesperson identified in section 5 below is a dealing representative of the Manager or of another registered dealer.]</i> To check whether the salesperson is registered, go to www.aretheyregistered.ca .	
3. Accredited Investor Status	
You must meet at least one of the following criteria to be able to make this investment. Initial the statement that applies to you. (You may initial more than one statement.) The person identified in section 6 is responsible for ensuring that you meet the definition of accredited investor. That person, or the salesperson identified in section 5, can help you if you have questions about whether you meet these criteria.	Your initials
<ul style="list-style-type: none"> • Your net income before taxes was more than \$200,000 in each of the 2 most recent calendar years, and you expect it to be more than \$200,000 in the current calendar year. (You can find your net income before taxes on your personal income tax return.) (k) 	
<ul style="list-style-type: none"> • Your net income before taxes combined with your spouse's was more than \$300,000 in each of the 2 most recent calendar years, and you expect your combined net income before taxes to be more than \$300,000 in the current calendar year. (k) 	
<ul style="list-style-type: none"> • Either alone or with your spouse, you own more than \$1 million in cash and securities, after subtracting any debt related to the cash and securities. (j) 	
<ul style="list-style-type: none"> • Either alone or with your spouse, you have net assets worth more than \$5 million. (Your net assets are your total assets (including real estate) minus your total debt.) (l) 	

4. Your name and signature	
By signing this form, you confirm that you have read this form and you understand the risks of making this investment as identified in this form. <i>[Note: The information in sections 1, 5 and 6 must be completed before the Subscriber completes and signs the form.]</i>	
First and last name (please print):	
Signature: X	Date:
SECTION 5 TO BE COMPLETED BY THE SALESPERSON	
5. Salesperson information	
<i>[Instruction: The salesperson is the person who meets with, or provides information to, the purchaser with respect to making this investment. That could include a representative of the Manager, a registrant or a person who is exempt from the registration requirement.]</i>	
First and last name of salesperson (please print):	
Telephone:	Email:
Name of firm (if registered):	
SECTION 6 TO BE COMPLETED BY THE ISSUER OR SELLING SECURITY HOLDER	
6. For more information about this investment, please contact:	
GreensKeeper Value Fund c/o GreensKeeper Asset Management Inc. 2010 Winston Park Drive, Suite 200 Oakville, ON L6H 5R7 905.827.1179 info@greenskeeper.ca	
For more information about prospectus exemptions, contact your local securities regulator. You can find contact information at www.securities-administrators.ca.	

SCHEDULE "B"
CERTIFICATE OF SUBSCRIBER'S AGENT

By submitting this completed Subscription Agreement to the Manager, the dealer through whom the Units are being purchased (the "**Subscriber's Agent**") hereby acknowledges and confirms that it has fulfilled all relevant "know-your-client" and suitability obligations that it owes to the Subscriber and all identification and investor information collection obligations under anti-money laundering and anti-terrorist financing legislation. The Subscriber's Agent also agrees to provide any information requested by the Manager to assist it in discharging its obligations under such laws. Specifically, the Subscriber's Agent represents that:

- (i) it has delivered a copy of the Offering Memorandum to the Subscriber;
- (ii) if the Subscriber has completed Schedule "A" or Schedule "A-1", it has taken appropriate steps to ensure that the Subscriber is an accredited investor;
- (iii) it does not keep anonymous accounts or accounts in obviously fictitious names;
- (iv) it has identified, verified and recorded the identity of the Subscriber as required by anti-money laundering and anti-terrorist financing legislation in Canada;
- (v) in the event that it is unable to verify the identity of the underlying Subscriber, it will inform the Manager as soon as it is reasonably practicable, if permitted by law;
- (vi) it has verified the Subscriber's source of funds to the best of its knowledge and it is not aware and has no reason to suspect that such funds have been derived from any illegal activities;
- (vii) it will maintain all necessary records on transactions for the Subscriber and it will keep records on client identification, account files and business correspondence relating to the Subscriber for at least seven (7) years after the Subscriber's account is closed; and
- (viii) it will provide supporting documentation to the Manager on file relating to the Subscriber if requested by the Manager.

Furthermore, if the Subscriber's Agent checks the following box "Yes", the Subscriber's Agent also represents and warrants that it is a Reporting Canadian Financial Institution, and will comply with all necessary due diligence and reporting obligations under Part XVIII [FATCA] and Part XIX [CRS] of the *Income Tax Act* (Canada) with respect to the Subscriber as a client and will provide to the Manager all information and documentation regarding the Subscriber as the Manager may reasonably request from time to time in order to comply with its reporting obligations in that regard.

- Yes the Subscriber's Agent will comply (and the Subscriber need not complete a Declaration of Tax Residence Form) No (the Subscriber must complete a **Declaration of Tax Residence Form 518 or 519, as applicable**)

Agent's GIIN: _____

Name of Subscriber's Agent and Dealer Number

Signature of Subscriber's Agent

Date: _____

Name of Account Representative and Rep Number

The Subscriber hereby acknowledges that the Subscriber's Agent may receive a trailing commission in respect of the Units purchased by the Subscriber.

The Subscriber agrees to provide information to the Manager as it may request from time to time for the purpose of complying with applicable securities laws, AML, FATCA and CRS even though the Manager may be relying on Subscriber's Agent to collect such information at first instance. The Subscriber hereby authorizes the Manager (i) to provide information to the Subscriber's Agent regarding the Subscriber's Unitholdings from time to time and (ii) to rely on and accept instructions from the Subscriber's Agent on the Subscriber's behalf in connection with subsequent purchases, redemptions and transfers of Units and agrees to indemnify each of the Fund and the Manager against all losses, claims, costs, expenses and damages or liabilities which it may suffer or incur arising from the reliance of the Manager on any improper instructions provided by the Subscriber's Agent.

Signature of Subscriber

Signature of Co-Subscriber (if applicable)

SCHEDULE "C"
CONSENT TO ELECTRONIC DELIVERY OF DOCUMENTS

TO: The GreensKeeper Value Fund (the "Fund")

AND TO: GreensKeeper Asset Management Inc. (the "Manager")

I have read and understand this "Consent to Electronic Delivery of Documents" and consent to the electronic delivery of the documents listed below that the Fund elects to deliver to me electronically, all in accordance with my instructions below.

1. The following documents will be delivered electronically pursuant to this consent:
 - a. Trade confirmations in respect of purchase of units of the Fund where the Manager acts as an exempt market dealer for the trade;
 - b. Unaudited interim financial statements for the Fund;
 - c. Audited annual financial statements for the Fund;
 - d. Monthly unaudited financial information about the Fund's Net Asset Value per unit;
 - e. Annual account report on charges and other compensation and annual investment performance reports; and
 - f. Such other reports or investment commentary as the Manager may choose to provide.
2. All documents delivered electronically will be delivered by e-mail to the address listed below.
3. I acknowledge that I may receive from the Manager a paper copy of any documents delivered electronically at no cost if I contact the Manager by telephone, regular mail or electronic mail at:

GreensKeeper Asset Management Inc.
2010 Winston Park Drive, Suite 200
Oakville, Ontario L6H 5R7
Tel. 905.827.1179
Email: info@greenskeeper.ca
4. I understand that I will be provided with a paper copy of any documents delivered electronically if electronic delivery fails. I also consent to the consolidation of my accounts into one single report for purposes of the reports referred to in section 1(e) above.
5. I understand that my consent may be revoked or changed, including any change in the electronic mail address to which documents are delivered (if I have provided an electronic mail address), at any time by notifying the Manager of such revised or revoked consent by telephone, regular mail or electronic mail at the contact information listed in #3 above.
6. I understand that I am not required to consent to electronic delivery.
7. It is my express wish that the documents to be delivered under this consent be drawn up in English. Il est de mon souhait exprès que les documents à remettre selon ce Formulaire de Consentement soient rédigés en anglais.

In addition to the above, I understand that as a result of my investment in the Fund, I will receive email correspondence from the Manager (or from the Fund's administrator or other service provider on behalf of the Manager) from time to time, including investment reports, promotional emails and other commercial electronic messages, even after I am no longer invested in the Fund. I also understand that I may withdraw my consent to receiving such communications unrelated to my investment in the Fund by contacting the Manager at the address above.

	Yes	No
I wish to receive email copies of the documents referred to in paragraph 1 above:	<input type="checkbox"/>	<input type="checkbox"/>
I consent to receiving reports, promotional emails and other commercial electronic messages from the Manager or from other service providers on behalf of the Manager:	<input type="checkbox"/>	<input type="checkbox"/>

Signature:

Name:

Email:

SCHEDULE “D” PRIVACY POLICY

The federal *Personal Information Protection and Electronic Documents Act* (PIPEDA), the European Union’s *General Data Protection Regulation* (GDPR), the Quebec *Private Sector Act* and similar provincial and territorial privacy legislation (collectively, “**Privacy Laws**”) require informed consent by an individual to the collection, use or disclosure of his or her personal information. This policy explains the collection, use and disclosure of an investor’s personal information by the Manager.

“**Personal Information**” is defined as information about an “identifiable individual”. This includes such things as age, weight, height, medical records, income, education, home address and phone number. It does not cover general contact information such as name, title, business address, business phone number...etc. Under certain Privacy Laws, personal information also includes your email and IP addresses.

Information that GreensKeeper has collected for completion of a subscription agreement and related documents is subject to the requirements of the Privacy Laws. GreensKeeper recognizes the importance of privacy and recognizes the sensitivity of personal information received by it in the conduct of its business. This policy has been prepared with this objective in mind.

Why is personal information collected?

A Subscriber’s personal information will be collected to the extent necessary to administer the Fund, to establish and maintain the Subscriber’s account, to give Subscribers the best possible service, to allow us to establish a Subscriber’s identity, to protect us from error and fraud and to comply with Canadian laws and execute transactions in the Subscriber’s account.

What personal information is collected?

Relevant personal and financial information is collected through account opening forms, a Subscriber’s transactions with us and our affiliates and meetings and telephone conversations with Subscribers. The information collected includes the Subscriber’s name, date of birth, social insurance number, residential address, employment information, banking information, annual income, net worth etc.

We strive to limit the amount of personal information we collect to that necessary and appropriate for the identified purposes. We will not use or disclose your personal information for purposes other than those for which it was collected, except with your consent or as permitted or required by applicable law.

Certain Privacy Laws provides that an individual is deemed to consent to the collection, use or disclosure of personal information about that individual for a particular purpose if the individual voluntarily provides the information for that purpose, and it is reasonable that a person would voluntarily provide that information.

By transacting with GreensKeeper, we consider that you have consented to our collection, use or disclosure of personal information as necessary, to properly represent you in these financial and investment matters.

Where necessary to fulfil our regulatory obligations, we may collect personal information about individuals other than our clients in accordance with the provisions of the Privacy Laws.

When we collect personal information about individuals directly from them, except in situations when their consent to the collection is deemed, we will advise them of the purpose for which the information is collected.

Obtaining consent from the individual after disclosure of the purpose for which the personal information is collected, used and disclosed, is a key element of the Privacy Laws. However, this obligation is not absolute. Certain Privacy Laws permit us to collect, use or disclose personal information about an individual in some circumstances without the individual’s consent. Such circumstances include (but are not limited) to where:

- the collection, use or disclosure is clearly in the interests of the individual and consent cannot be obtained in a timely way;
- the collection, use, or disclosure is reasonable for the purposes of an investigation or proceeding;
- the personal information is available to the public from a prescribed source; or
- the collection, use, or disclosure is required or authorized by a Federal or Provincial statute or regulation.

When we collect, use or disclose personal information, we will make reasonable efforts to ensure that it is accurate and complete. Privacy Laws also generally allow us, for legal or business purposes, to retain personal information for as long as is reasonable, but also impose obligations upon us to ensure that procedures are in place to destroy the personal information when it is no longer required. Regulations require us to retain certain information for up to eight (8) years.

You may vary or withdraw your consent to the use and disclosure of your personal information, or opt-out of certain uses and disclosures, subject to legal and contractual restrictions. To vary or withdraw your consent, please contact our Privacy Officer (identified below).

We use a third-party vendor (MailChimp) to deliver our quarterly Scorecard newsletters and related materials and to manage our website (e.g., Google Analytics). The internet comes with a footprint. Web servers may automatically capture information from visitors to our website including the name of the domain and host from which you access the internet, the internet address of the site from which you enter our website, the pages you visit on our website and the amount of time you spend on our website. This visitor information may be used to improve our website. We use this information to deliver services, personalize our website for you and enable your access. When you sign up for the newsletter on our distribution list, you provide your name and email address and provide explicit consent for us to collect this personal information to do so. We will never sell your email address or name and you can unsubscribe from our distribution list at any time. GreensKeeper may have additional legitimate interests, including account maintenance and administrative purposes, for the collection of the above listed personal information.

What is the personal information used for?

Personal information collected from a Subscriber is used to establish and maintain the Subscriber's account, to give Subscribers the best possible service, to allow us to establish a Subscriber's identity, to protect us from error and fraud and to comply with Canadian laws and execute transactions in the Subscriber's account. If you have provided us with the name of a trusted contact person (TCP) we may contact them to discuss your account: (i) if there are questions or concerns about your contact information, whereabouts or health status; (ii) if we suspect that you may be a victim of fraud or financial exploitation; (iii) if we suspect that you might no longer have the mental capacity to handle your financial affairs; (iv) to confirm the identity of a legal representative, if any; or (v) if we have any other concerns or are unable to contact you about your account(s) held with us. If we believe that you are vulnerable and that financial exploitation has occurred, is occurring, has been attempted or will be attempted, we may place a temporary hold on your account(s). If a temporary hold is instituted or continuing, we will provide you with notice of the temporary hold and the reasons for doing so as soon as possible after instituting the temporary hold and every 30 days thereafter that it remains in force.

Who has access to the personal information?

A Subscriber's personal information may be shared with third parties to administer the Fund, the Subscriber's brokerage account and to comply with applicable legislation. Securities legislation requires that we provide regulators with access to personal information of clients, employees, agents, directors, or officers of the firm. They collect, use or disclose such personal information for regulatory purposes including, surveillance of trading-related activity, audits, investigation of potential regulatory and statutory violations, regulatory databases, enforcement or disciplinary proceedings, reporting and information sharing with other securities and privacy regulators. Certain information is also required to be provided to taxation and other regulatory authorities and agencies. We also rely on third-party service providers to provide fund administration, portfolio and account management, brokerage and custody services and in this role such third-parties will have access to Subscribers' personal information.

How is the personal information kept?

We seek to carefully safeguard Subscribers' private information, and to that end, restrict access to personal information about Subscribers to those employees and other persons who need to know the information to enable us to provide services to Subscribers. Each employee of the Manager is responsible for ensuring the confidentiality of all personal information they may access and to comply with all applicable privacy legislation.

Subscribers' personal information is maintained on our networks or on the networks of our service providers and is accessible at 2010 Winston Park Drive, Suite 200, Oakville, Ontario L6H 5R7. Personal information may also be stored on a secure off-site storage facility. In maintaining your personal information with our third-party service providers, your information will likely be disclosed outside of your own province and Canada. Our service providers are committed by contractual agreements with us to protect your personal information from unauthorized access,

collection, use or disclosure. Our service providers are not permitted to disclose your information to others other than as required by law.

Changes to Privacy Policy

Privacy laws are rapidly evolving and, as a result, this Policy may be changed by us from time to time in our full discretion without any prior notice or liability to you or any other person. The collection, use and disclosure of your personal information by us will be governed by the version of this Privacy Policy in effect at that time.

Contacting or Communicating with Us

If you have any questions with respect to our policies concerning the handling of your personal information, our retention policies, or if you wish to request access to, or correction of, your personal information under our care and control, please contact our Privacy Officer at:

Michael McCloskey
Chief Compliance Officer
2010 Winston Park Drive, Suite 200
Oakville, ON L6H 5R7
Email: michael@greenskeeper.ca

Investors should also be aware that we are required to file with each relevant Canadian securities regulatory authority a report setting out personal information such as the Subscriber's name and address, the class and series of Units issued, the date of issuance and the purchase price of Units issued to the Subscriber. Such information is collected indirectly by such regulatory authorities under the authority granted to them in securities legislation, for the purposes of the administration and enforcement of their governing securities legislation. By submitting this subscription, the Subscriber authorizes such indirect collection of the information by each such regulatory authority. The following officials can answer questions about the indirect collection of the information:

Ontario Securities Commission
Inquiries Officer
20 Queen Street West, 22nd Floor
Toronto, Ontario M5H 3S8
Telephone: (416) 593- 8314
Toll free in Canada: 1-877-785-1555
Facsimile: (416) 593-8122
Email: exemptmarketfilings@osc.gov.on.ca

The Manitoba Securities Commission
Director
500 – 400 St. Mary Avenue
Winnipeg, Manitoba R3C 4K5
Telephone: (204) 945- 2561
Toll free in Manitoba 1-800-655-5244
Facsimile: (204) 945-0330

**Government of the Northwest Territories
Office of the Superintendent of Securities**
Superintendent of Securities
P.O. Box 1320
Yellowknife, Northwest Territories X1A 2L9
Attention: Deputy Superintendent, Legal &
Enforcement
Telephone: (867) 767-9305
Facsimile: (867) 873-0243

Alberta Securities Commission
FOIP Coordinator
Suite 600, 250 – 5th Street SW
Calgary, Alberta T2P 0R4
Telephone: (403) 297-6454
Toll free in Canada: 1-877-355-0585
Facsimile: (403) 297-2082

**Financial and Consumer Services
Commission (New Brunswick)**
Chief Executive Officer and Privacy Officer
85 Charlotte Street, Suite 300
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Toll free in Canada: 1-866-933-2222
Facsimile: (506) 658-3059
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Nova Scotia Securities Commission
Executive Director
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**British Columbia Securities
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FOI Inquiries
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701 West Georgia Street
Vancouver, British Columbia V7Y 1L2
Inquiries: (604) 899-6854
Toll free in Canada: 1-800-373-6393
Facsimile: (604) 899-6581
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**Government of Newfoundland &
Labrador
Financial Services Regulation Division**
Superintendent of Securities
P.O. Box 8700, Confederation Building
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**Government of Nunavut
Department of Justice**
Superintendent of Securities
Legal Registries Division
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Government of Yukon
Superintendent of Securities
Department of Community Services
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Facsimile: (867) 393-6251
Email: securities@gov.yk.ca

Autorité des marchés financiers
Corporate Secretary
800, Square Victoria, 22e étage
C.P. 246, Tour de la Bourse
Montréal, Québec H4Z 1G3
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1-877-525-0337
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**Financial and Consumer Affairs
Authority of Saskatchewan**
Director
Suite 601 - 1919 Saskatchewan Drive
Regina, Saskatchewan S4P 4H2
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If you are dissatisfied with our handling of your personal information, we invite you to contact our Privacy Officer in writing, setting out the reasons for your concern. If you remain dissatisfied after our Privacy Officer has reviewed and responded to your concern, you may wish to contact the Office of the Information and Privacy Commissioner.

We also encourage you to obtain a complete copy of PIPEDA to further determine the rights and obligations contained within that legislation, and to obtain independent legal advice if considered necessary.

The contact information for the Office of the Privacy Commissioner and a copy of PIPEDA can be obtained from the following link: <https://www.priv.gc.ca/en/contact-the-opc/>