



## EdgePoint Opportunistic Credit Portfolio - Subscription Agreement Package

**For Canadian Purchasers:** Fully Managed accounts, Individual, Joint, and Non-Individuals

### Sections to Complete:

1. **Subscription Agreement** (page 2)
2. **Prospectus Exemption/Accredited Investor Certificate** (page 3-4)
3. **Risk Acknowledgment Form (Certain Accredited Investors)** *required if (j), (k), or (l) are selected on Accredited Investor Certificate* (page 14-15)
4. **Risk Acknowledgement Form (Offering Memorandum Exemption – British Columbia or Newfoundland and Labrador residents)** *required for residents of British Columbia or Newfoundland and Labrador relying on the Offering Memorandum Exemption* (Page 17-18)

### Sections to Read:

1. Offering Memorandum
2. Prospectus Exemption Terms (page 5-6)
3. Terms and Conditions of Subscription (page 7-12)
4. Management and Performance Fees (page 13)
5. Regulator Contact Information (page 16)

**Completed agreements must be sent via email ([trades@edgepointwealth.com](mailto:trades@edgepointwealth.com)) or fax (1-866-757-7287) by no later than 4 p.m. (EST) five business days before month end.**

To: EdgePoint Opportunistic Credit Portfolio (the “Fund”) and EdgePoint Wealth Management Inc. (the “Manager”)

The purchaser acknowledges receipt of an Offering Memorandum dated January 23, 2024, as amended and supplemented from time to time, for EdgePoint Opportunistic Credit Portfolio and that this subscription is not binding on the Fund until accepted, in whole or in part, by the Manager on behalf of the Fund, in its sole discretion.

The Manager reserves the right to cancel the transaction if a subscription agreement is not received within five business days of the applicable valuation date.

**TO:** EdgePoint Wealth Management Inc, in its capacity as manager (the "Manager") of  
EdgePoint Opportunistic Credit Portfolio (EPOC) (the "Fund")

<b>Purchase as:</b>	Fully Managed	Individual	Joint	Non-Individual:	Select entity type from dropdown
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**Primary Purchaser (or Advisor for Fully Managed Accounts)**

Last Name \_\_\_\_\_ First Name \_\_\_\_\_ Middle Initial \_\_\_\_\_

Address 1 \_\_\_\_\_ Telephone Number \_\_\_\_\_

Address 2 \_\_\_\_\_

City \_\_\_\_\_ Province \_\_\_\_\_ Postal Code \_\_\_\_\_

**Joint Purchaser**

Last Name \_\_\_\_\_ First Name \_\_\_\_\_ Middle Initial \_\_\_\_\_

☐ Address same as Primary Purchaser    If different from above, complete below

Address 1 \_\_\_\_\_ Telephone Number \_\_\_\_\_

Address 2 \_\_\_\_\_

City \_\_\_\_\_ Province \_\_\_\_\_ Postal Code \_\_\_\_\_

**Non-Individual Purchaser**    ☐ Check box if more than 1 Owner / Trustee / Authorized Representative must sign

Entity Name \_\_\_\_\_ Authorized Representative \_\_\_\_\_

Address 1 \_\_\_\_\_ Telephone Number \_\_\_\_\_

Address 2 \_\_\_\_\_ CRA ID # \_\_\_\_\_

City \_\_\_\_\_ Province \_\_\_\_\_ Postal Code \_\_\_\_\_

Portfolio Information		
Portfolio Name	Fund Series	Purchase Amount (C\$)
EdgePoint Opportunistic Credit Portfolio	EDG909	

**FINANCIAL STATEMENT Delivery Instructions (check one)**

☐ MAIL: Mail Financial Statements to Purchaser's Address above

☐ EMAIL: Email PDF of Financial Statements to \_\_\_\_\_

**Dealer Information**

Dealer Name _____	Dealer Number _____
Financial Advisor Name _____	Rep Code _____

DEALER CERTIFICATION: By submitting this completed subscription agreement to the Manager, the Purchaser's Agent hereby acknowledges and confirms that: (a) it has fulfilled all relevant "know-your-client" and suitability obligations that it owes to the Purchaser; (b) it has complied with all applicable anti-money laundering, FATCA and Canada Revenue Agency Common Reporting Standards ("CRS") requirements under applicable law; (c) it will report information regarding the Purchaser's investment in the Fund to applicable regulatory authorities as required by FATCA, CRS and related applicable law (the "FATCA / CRS Requirements"), and will promptly notify the Manager in writing of any action relating to the Purchaser and FATCA / CRS Requirements that requires action on the part of the Manager; and (d) if the Purchaser has identified the "Accredited Investor" prospectus exemption then it has determined, using the collected "Know-your-client" information or other relevant information, that the Purchaser is an accredited investor for the purposes of this subscription.

Name of Purchaser 1	Name of Purchaser 2
Signature of Purchaser 1	Signature of Purchaser 2



## Please check one box:

☐ Minimum Investment Amount Exemption

Purchaser is NOT an Individual and is investing at least \$150,000 at time of purchase.

**Completion of Risk Acknowledgment (For Certain Accredited Investors) is not required. Please save the form now, and it will direct you on next steps.**

☐ Offering Memorandum Exemption (Available to residents of British Columbia or Newfoundland and Labrador only)

**Completion of Risk Acknowledgment form (Offering Memorandum Exemption Available to Residents of British Columbia or Newfoundland and Labrador) is required.**

☐ Accredited Investor Exemption

The Investor(s) hereby certifies that he/she is an "Accredited Investor" within the meaning of National Instruments 45-106 Prospectus Exemptions ("NI 45-106") and, in Ontario, section 73.3 of the Securities Act (Ontario) as supplemented by NI 45-106, by virtue of satisfying the criterion indicated below. For joint Purchasers, each Purchaser must be an Accredited Investor. **Please review the Accredited Investor definitions below, and mark an "X", then sign next to the applicable boxes further down the page.**

(e)	An individual registered under the securities legislation of a jurisdiction of Canada as a representative of a person registered under the securities legislation of a jurisdiction of Canada as an advisor or dealer
(e.1)	An individual formerly registered under the securities legislation of a jurisdiction 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)
(j)	An individual who, either alone or with a spouse, beneficially owns financial assets 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
(k)	An individual whose net income before taxes exceeded \$200,000 in each of the two most recent calendar years of 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 (including the value of the primary residence of such person) 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
(q)	A person acting on behalf of a fully managed account managed by that person, if that person: (i) is registered or authorized to carry on business as an advisor or the equivalent under the securities legislation of a jurisdiction of Canada or a foreign jurisdiction
(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.
(r)	A registered charity under the Income Tax Act (Canada) that, in regard to the trade, has obtained advice from an eligibility advisor or an advisor registered under the securities legislation of the jurisdiction of the registered charity to give advice on the securities being traded
(w)	A trust established by an accredited investor for the benefit of his or her family members of which a majority of the trustees are accredited investors and all of the beneficiaries are the accredited investor's spouse or a parent, grandparent, brother, sister, child or grandchild of that accredited investor or of that accredited investor's spouse.

## Accredited Investor Exemption for Individuals - PRIMARY Purchaser

Mark an "X" next to each statement that applies:

☐ e☐ e.1☐ j☐ j.1☐ k☐ l

\_\_\_\_\_  
Name of Primary Purchaser

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

## Accredited Investor Exemption for Individuals - JOINT Purchaser

Mark an "X" next to each statement that applies:

☐ e☐ e.1☐ j☐ j.1☐ k☐ l

\_\_\_\_\_  
Name of Joint Purchaser

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

**Accredited Investor Exemption for Discretionary/Managed Accounts - q**Mark an "X" to confirm statement q. applies: ☐ q\_\_\_\_\_  
Name of Purchaser\_\_\_\_\_  
Date\_\_\_\_\_  
Signature**Accredited Investor Exemption for Non-Individual Entity - m**Mark an "X" to confirm statement m. applies: ☐ m\_\_\_\_\_  
Name of Authorized Representative\_\_\_\_\_  
Date\_\_\_\_\_  
Signature**Accredited Investor Exemption for Non-Individual Entity - t**Mark an "X" to confirm statement t. applies: ☐ t\_\_\_\_\_  
Name of Owner 1\_\_\_\_\_  
Date\_\_\_\_\_  
SignatureMark an "X" to confirm statement t. applies: ☐ t\_\_\_\_\_  
Name of Owner 2\_\_\_\_\_  
Date\_\_\_\_\_  
Signature

(If more than two Owners complete additional copies of Accredited Investor Certificate)

**Accredited Investor Exemption for Registered Charities - r**Mark an "X" to confirm statement r. applies: ☐ r\_\_\_\_\_  
Name of Authorized Representative\_\_\_\_\_  
Date\_\_\_\_\_  
Signature**Accredited Investor Exemption for Family Trusts - w**Mark an "X" to confirm statement w. applies: ☐ w\_\_\_\_\_  
Name of Trustee 1\_\_\_\_\_  
Date\_\_\_\_\_  
SignatureMark an "X" to confirm statement w. applies: ☐ w\_\_\_\_\_  
Name of Trustee 2\_\_\_\_\_  
Date\_\_\_\_\_  
Signature

(If more than two Trustees complete additional copies of Accredited Investor Certificate)

\_\_\_\_\_  
Beneficiary Name\_\_\_\_\_  
Relationship to Accredited Investor\_\_\_\_\_  
Beneficiary Name\_\_\_\_\_  
Relationship to Accredited Investor

(If more than two Beneficiaries complete additional copies of Accredited Investor Certificate)



## AS USED IN ENCLOSED PROSPECTUS EXEMPTION, THE FOLLOWING TERMS HAVE THE FOLLOWING MEANINGS:

**“Canadian financial institution”** means

- (a) 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
- (b) 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 jurisdiction of Canada to carry on business in Canada or a jurisdiction 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 advisor”** means

- (a) a person that is registered as an investment dealer and authorized to give advice with respect to the type of security being distributed, and
- (b) in Manitoba, also means a lawyer who is a practicing member in good standing with a law society of a jurisdiction 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 jurisdiction of Canada provided that the lawyer or public accountant must not
  - (i) have a professional, business or personal relationship with the issuer, or any of its directors, executive officers, founders, or control persons, and
  - (ii) 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;

**“entity”** means a company, syndicate, partnership, trust or unincorporated organization;

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

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

**“financial assets”** means

- (a) cash,
- (b) securities, or
- (c) a contract of insurance, a deposit or an evidence of a deposit that is not a security for the purposes of securities legislation;

**“founder”** means, in respect of an issuer, a person who,

- (a) acting alone, in conjunction, or in concert with one or more persons, directly or indirectly, takes the initiative in founding, organizing or substantially reorganizing the business of the issuer, and
- (b) at the time of the trade is actively involved in the business of the issuer;



**“fully managed account”** or **“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;

**“investment fund”** has the same meaning as in National Instrument 81-106 Investment Fund Continuous Disclosure;

**“net assets”** involves a consideration of all of the purchaser's total assets minus the purchaser's total liabilities. Accordingly, the calculation of total assets would include the value of a purchaser's personal residence and the calculation of total liabilities would include the amount of any liability (such as a mortgage) in respect of the purchaser's personal residence.

**“person”** includes

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

**“related liabilities”** means

- (a) liabilities incurred or assumed for the purpose of financing the acquisition or ownership of financial assets, or
- (b) liabilities that are secured by financial assets;

**“Schedule III bank”** means an authorized foreign bank named in Schedule III of the Bank Act (Canada);

**“spouse”** means, an individual who,

- (a) is married to another individual and is not living separate and apart within the meaning of the Divorce Act (Canada), from the other individual,
- (b) is living with another individual in a marriage-like relationship, including a marriage-like relationship between individuals of the same gender, or
- (c) in Alberta, is an individual referred to in paragraph (a) or (b), 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.

### Interpretation

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

- (a) 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,
- (b) 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
- (c) the second person is a limited partnership and the general partner of the limited partnership is the first person.



The Fund is a unit trust of which EdgePoint Wealth Management Inc. (the “Manager”) is the manager and trustee and which are governed by the terms of a trust agreement dated as of March 12, 2018, as amended and supplemented from time to time (the “Trust Agreement”).

The Manager has retained EdgePoint Investment Groups Inc. (the “Investment Advisors”) as the investment advisor. As Investment Advisor, it provides portfolio services to any portfolios launched through the Manager. It is also an Exempt Market Dealer.

**1. Subscription**

The Purchaser hereby irrevocably subscribes for the dollar amount of units (the “Purchased Units”) of the series PF units of the Fund as set forth in the Subscription Agreement hereto. Following the purchase of the Purchased Units, the Purchaser may, by providing written notice to the Manager in such form and by such means as the Manager may specify from time to time, purchase additional units of the same Fund (any units so acquired, the “Additional Units”) pursuant to this Subscription Agreement. The Purchaser agrees to be bound by this Subscription Agreement and agrees that the Fund and the Manager may rely upon the covenants, representations and warranties contained herein. The Purchaser agrees to comply with the Manager’s standard procedures of instructions.

**2. Acceptance**

The Manager may accept or reject this Subscription Agreement and shall forward to the Purchaser confirmation of such acceptance or rejection promptly after the receipt of this Subscription Agreement by the Manager. If this Subscription Agreement is rejected, the Purchaser understands that any funds, certified cheques, or bank drafts delivered by the Purchaser to the Fund representing the purchase price for Purchased Units will be promptly returned to the Purchaser without interest.

**3. Payment**

Units of the Fund are offered at the net asset value per unit of the applicable series of units calculated on the date (the “Valuation Date”) as of which the units are issued. A Valuation Date for the Fund is the last “Business Day”, being any day that the Toronto Stock Exchange is open for trading, of each month. Pursuant to the Trust Agreement, the Purchased Units will be issued as of the next Valuation Date after which this Subscription Agreement is received by the Manager, provided the Manager has received this subscription agreement 5 business days prior to the Valuation Date, accepted this Subscription Agreement as evidenced by its execution of this Subscription Agreement, and the Fund has received the aggregate subscription price. If this subscription agreement is received after this deadline, the Purchased Units will be issued as of the next succeeding Valuation Date, assuming acceptance of this subscription agreement by the Manager and receipt by the Fund of the aggregate subscription price.

The Purchaser shall deliver the aggregate amount payable in respect of the Purchased Units subscribed for hereby, and in respect of any Additional Units subsequently subscribed for, by wire transfer to an account specified by the Manager, by certified cheque or bank draft drawn on a Canadian chartered bank or trust company in Canadian dollars and payable to “EdgePoint Wealth Management Inc. In Trust”, or payable in such other manner as may be specified by the Manager. The Manager is authorized to accept payment from the Purchaser, the Purchaser’s custodian or the banking/financial institution of the Purchaser (collectively, “Authorized Transferors”). The Manager is not required to accept any payment from anyone who is not an Authorized Transferor.

**4. Additional Deliveries and Conditions for Acceptance**

The Purchaser shall complete, sign and return to the Manager at 150 Bloor Street West, Suite 700, Toronto, ON, M5S 2X9, one completed and executed copy of this Subscription Agreement, including all applicable Sections. Any obligation of the Fund to sell the Purchased Units or Additional Units to the Purchaser is subject to (a) performance by the Purchaser of its covenants under and in accordance with this Subscription Agreement; (b) the truth, at the time of acceptance and at the Valuation Date on which the Purchased Units or Additional Units are issued, of the



Purchaser's representations and warranties in this Subscription Agreement; and (c) the Purchaser executing all requisite documentation as required by this Subscription Agreement and applicable Securities Laws with respect to the Purchased Units or Additional Units.

For the purposes hereof, "Securities Laws" means the securities laws, regulations and rules of, and the blanket rulings of and multilateral or national instruments adopted by, the securities regulators of the provinces and territories of Canada (collectively, the "Qualifying Jurisdictions") or, as the context may require, any one or more of the Qualifying Jurisdictions.

## 5. Representations, Warranties and Covenants of the Purchaser

By executing this Subscription Agreement, the Purchaser represents, warrants and covenants to the Fund and the Manager (which representations and warranties shall be true as at the Valuation Date on which the Purchased Units are issued, shall be true as at the Valuation Date on which any Additional Units are issued (except to the extent the Purchaser has otherwise advised the Manager) and shall survive the issuance of Purchased Units and any Additional Units) and acknowledges that the Fund and the Manager are relying thereon that:

- (a) the Purchaser is aware of the characteristics of the Purchased Units and Additional Units and the risks relating to an investment therein;
- (b) the Purchaser will execute and deliver all documentation as may be required by applicable Securities Laws to permit the purchase of the Purchased Units and any Additional Units on the terms set forth herein and the Purchaser will assist the Fund as requested in filing such reports, undertakings and other documents with respect to the issue of the Purchased Units and any Additional Units as may be required by applicable Securities Laws or provide the Manager with such additional account opening or other information as the Manager may request from time to time;
- (c) the Purchaser is resident in one of the Qualifying Jurisdictions and understands the Fund is offered on a private placement basis pursuant to specified exemptions from prospectus requirements under applicable securities legislation, and represents, warrants and certifies that it is purchasing the Fund pursuant to either the accredited investor exemption, minimum purchase exemption, the "offering memorandum" exemption available to residence of British Columbia or Newfoundland and Labrador or additional investment exemption from the prospectus requirements set out in National Instrument 45-106 Prospectus Exemptions ("NI 45-106"). If purchasing as an "accredited investor" as defined in 45-106, one or more of the categories set forth in Prospectus Exemption must correctly and in all respects describe the Purchaser and the Purchaser has so indicated by checking the box opposite each category on such Prospectus Exemption which so describes it and the Purchaser acknowledges that by signing this Subscription Agreement, it is certifying that the statements made by so identifying the appropriate accredited investor categories are true and correct;
- (d) the Purchaser has the legal capacity and competence to execute this Subscription Agreement and to take all actions required pursuant hereto;
- (e) the execution and delivery of this Subscription Agreement and the performance and compliance with the terms hereof will not result in any breach of, or be in conflict with, or constitute a default under, or create a state of facts which after notice or lapse of time or both would constitute a default under, any term or provision of any constating documents of the Purchaser or any indenture, contract, agreement (whether written or oral), instrument or other document to which the Purchaser is a party or subject, or any judgment, decree, order, statute, rule or regulation applicable to the Purchaser;
- (f) this Subscription Agreement has been duly and validly authorized, executed and delivered by, and upon acceptance by the Manager constitutes a legal, valid, binding and enforceable obligation of, the Purchaser;
- (g) no person has made any written or oral representation to the Purchaser that any person will re-sell, or (other than the applicable Fund) will re-purchase, the Purchased Units, or refund any of the purchase price of the





Purchased Units, or that the Purchased Units will be listed on any exchange or quoted on any quotation and trade reporting system, or that application has been or will be made to list any such security on any exchange or quote the security on any quotation and trade reporting system, and no person has given any undertaking to the Purchaser relating to the future value or price of the Purchased Units;

- (h) the Purchaser has, or has retained advisors which have, such knowledge in financial and business affairs as to be capable of evaluating the merits and risks of its proposed investment in the Purchased Units and the Purchaser is able to bear the risk of economic loss of such proposed investment;
- (i) the Purchaser agrees that it is solely responsible for obtaining such legal, tax and other advice as the Purchaser considers appropriate in connection with the execution, delivery and performance of this Subscription Agreement and the transactions contemplated hereunder;
- (j) the Purchaser acknowledges that it has received, read and understood the EdgePoint Opportunistic Credit Portfolio Offering Memorandum and agrees that, upon the issuance of the Purchased Units, the Purchaser will be bound by the provisions of the EdgePoint Opportunistic Credit Portfolio Offering Memorandum as if it were a party thereto; and
- (k) The Fund hereby notifies the Purchaser and the Purchaser hereby acknowledges and agrees that:
  - (i) the Fund is required to provide information (collectively, "Information") pertaining to the Purchaser required to be disclosed in Schedule 1 of Form 45-106F1 under NI 45-106 (including its name, address, telephone number and email address and the number and value of units purchased), which Form 45-106F1 the Fund is required to file under NI 45-106;
  - (ii) such Information will be delivered to the applicable provincial securities regulator in accordance with NI 45-106;
  - (iii) such Information may become available to the public in accordance with the requirements of applicable securities and freedom of information laws;
  - (iv) such Information is being collected indirectly by the applicable securities regulators under the authority granted to them in securities legislation;
  - (v) such Information is being collected for the purposes of the administration and enforcement of the applicable Canadian securities legislation;
  - (vi) the Purchaser may contact the public official in the applicable Qualifying Jurisdiction with respect to questions about the regulator's indirect collection of such Information at the address and telephone number set out in the Regulator Contact Information; and
  - (vii) it has authorized the indirect collection of the personal information by the applicable provincial securities regulator.

## **6. Reliance Upon Representations, Warranties and Covenants by Fund**

The Purchaser acknowledges that the representations, warranties and covenants made by the Purchaser in this Subscription Agreement are made with the intent that they may be relied upon by the Fund, the Manager and their counsel to, among other things, determine the Purchaser's eligibility to purchase the Purchased Units, or any Additional Units in a Fund that the Purchaser may subsequently subscribe for. The Purchaser further agrees to indemnify the Fund and the Manager and their respective directors, officers, employees, advisors, affiliates, shareholders and agents, and counsel, against all losses, claims, costs, expenses, damages and liabilities which any of them may suffer or incur and which are caused by or arise from any inaccuracy in, or breach or misrepresentation by the Purchaser of, any such representations, warranties and covenants. The Purchaser undertakes to immediately notify the Manager of any change in any statement or other information relating to the Purchaser set forth herein that takes place prior to the date of issuance of the Purchased Units or any Additional Units or to confirm or update any representations and warranties contained herein upon the request of the Manager.

**7. Survival**

This Subscription Agreement, including without limitation the representations, warranties and covenants contained herein shall survive and continue in full force and effect and be binding upon the Fund and the Purchaser, notwithstanding the completion of the purchase of the Purchased Units or any Additional Units by the Purchaser pursuant hereto, or the subsequent redemption of the Purchased Units or any such Additional Units by the Purchaser.

**8. Management Fees and Performance Fees**

The Purchaser agrees to pay to the Manager management fees and performance fees as set out hereto and in accordance with the provisions provided for in such Schedule. Each Series within the Fund is responsible for the Management Fee attributable to that Series. The monthly Management Fee, plus any applicable HST, is calculated and payable monthly in arrears as of each Valuation Date based on the Series Net Asset Value of the Units at the end of each such month. The annual Performance Fee, plus any applicable HST, will be payable by the Fund within 30 days after the end of each calendar year.

The Performance Fee in respect of Series PF Units or sub-Series of Series PF Units, if applicable, will be equal to the sum of (A) 10% of the positive amount up to 5%, if any, and (B) 20% of the positive amount greater than 5%, if any, by which the applicable Series or sub-Series Net Asset Value per Unit on the last Valuation Date of the relevant year (the "Performance Valuation Date") exceeds the greatest Series or sub-Series Net Asset Value per Series PF Unit of the applicable Series or sub-Series on any previous Performance Valuation Date (or where no Performance Fee has previously been accrued in respect of the Units, the Net Asset Value per Unit on the date such Units were first issued). Appropriate adjustments will be made to take into account distributions on Series PF Units. Performance Fees will be payable by the Fund within 30 days after the end of each calendar year.

**9. No Certificates**

The Purchaser acknowledges that no certificates will be issued by the Fund to evidence Units of the Fund.

**10. Reinvestment of Distributions**

The Purchaser acknowledges that, all distributions by a Fund, less any tax required to be withheld there from, other than distributions of net realized capital gains payable as part of the redemption proceeds of a Unit redeemed, shall be reinvested in additional Units or fractions of Units of the same Series of the Fund as those held for the account of the Purchaser, unless otherwise indicated by the Purchaser.

**11. Money Laundering (Proceeds of Crime) and Terrorist Financing**

The Purchaser acknowledges that the Fund is obliged to collect, use and disclose certain information, including personal information, and to keep records in order to comply with its obligations under the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada) and other legislation relating to the detection and suppression of terrorist financing and terrorist activity. The Purchaser acknowledges the information, including personal information that has been provided by, or on behalf of, the Purchaser and/or its representatives in this regard is both accurate and complete.

**12. Early Redemption Fee**

The Purchaser acknowledges that, as outlined in the Offering Memorandum for the EdgePoint Opportunistic Credit Portfolio, the Manager has adopted policies and procedures reasonably designed to detect and deter short-term trading in the Fund for the benefit of all unitholders of the Fund. The Manager reserves the right to apply a fee of up to 2% of the NAV for any units redeemed within 1 year of the purchase of the units and 1% of the NAV for any units redeemed after 1 year but less than 2 years of the purchase of the units. The Purchaser acknowledges that the Manager reserves the right to apply this policy, as may be updated from time to time.

**13. Other Fees**

The Purchaser acknowledges and agrees to pay all applicable fees outlined in the Offering Memorandum of the Fund from time to time.

**14. Authorized Instructions/Information**

EdgePoint is authorized to accept certain instructions and information received by facsimile or email with respect to the account from the Purchaser and the Purchaser understands that EdgePoint shall not be liable for any loss that arises as a result of EdgePoint acting in good faith on authorized instructions/information. The Purchaser agrees to comply with EdgePoint's standard procedures of instructions.

**15. Confidentiality of Information**

All information furnished by either party to the other which is not in the public domain shall at all times be treated in strictest confidence and shall not be disclosed to any other person except as may be required by law. Information is collected, used and disclosed in accordance with the EdgePoint Client Privacy Policy, located on our website, [www.edgepointwealth.com](http://www.edgepointwealth.com).

**16. Costs**

All costs and expenses incurred by the Purchaser, including, without limitation, legal fees and disbursements relating to the purchase by the Purchaser of the Purchased Units or any Additional Units, shall be borne by the Purchaser.

**17. Assignment**

This Subscription Agreement shall inure to the benefit of and be binding on the Manager, the Purchaser and their respective successors and permitted assigns. This Subscription Agreement may not be assigned by the Manager and may only be transferred or assigned by the Purchaser subject to compliance with applicable Securities Laws, and then only with the prior written consent of the Manager.

**18. Entire Agreement**

This Subscription Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written. There are no conditions, representations, warranties, covenants or other agreements between the parties hereto relating to the subject matter hereof, except as specifically set out, referred to or incorporated by reference herein.

**19. Terminations**

This agreement may be terminated at any time, subject to 30 days written notice by either party.

**20. Amendments and Waivers**

No amendment to this Subscription Agreement will be valid or binding unless set forth in writing and duly executed by the parties hereto and no waiver of any breach of any provision of this Subscription Agreement will be effective or binding unless made in writing and signed by the waiving party.

**21. Time of Essence**

Time shall be of the essence of this Subscription Agreement in all respects.

**22. Language**

The parties hereto confirm their express wish that this Subscription Agreement and all documents and agreements directly or indirectly relating hereto be drawn up in the English language. *Les parties reconnaissent leur volonté expresse que la présente ainsi que tous les documents et contrats s'y rattachant directement ou indirectement soient rédigés en anglais.*

**23. Facsimile and Electronic Deliveries and Counterparts**

The Manager shall be entitled to rely on delivery by facsimile or electronically a copy of this Subscription Agreement executed by the Purchaser, and acceptance by the Manager of such executed Subscription Agreement shall be legally effective to create a valid and binding agreement between the Purchaser and the Manager in accordance with the terms hereof. In addition, this Subscription Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same document. The Purchaser consents to electronic delivery of the Offering Memorandums, this Subscription Agreement, and all other documents relating to the account.

**24. Extended Meanings and Headings**

In this Subscription Agreement, words importing the singular number include the plural and vice versa, words importing any gender include all genders and words importing persons include individuals, partnerships, associations, trusts and unincorporated associations. The headings contained herein are for convenience of reference only and shall not affect the construction or interpretation hereof.

**25. Currency**

All references to currency herein are to lawful money of Canada.

**26. Further Assurances**

Each of the parties hereto shall from time to time execute and deliver all such further documents and instruments and do all acts and things as the other party may, either before or after the closing of the transactions contemplated hereby, reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Subscription Agreement.

**27. Governing Law**

This Subscription Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. The parties hereby irrevocably attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario with respect to any matters arising out of this Subscription Agreement and the Purchaser's ownership of the Purchased Units or any Additional Units.



## SERIES PF UNITS

**Management Fee:** Nil

**Performance Fee:** A performance fee will be calculated and charged at the end of each calendar year only when the NAV (adjusted for distribution) exceeds the previous high-water mark. The high-water mark is the higher of initial purchase price or highest previous calendar year-end NAV (adjusted for distribution). For further details, refer to Section 8 (Management and Performance Fees) of the Terms and Conditions of Subscription.

Fee Tier	Calendar-year total return (%)*	Performance Fee (% of return)
	< 0	0
1	0 to 5	10
2	> 5	20

*\*(of Series PF and sub-Series of Series PF Units)*

Examples of the Performance Fee charged for the first year is shown below:

Series Performance	-2%	2%	5%	8%
Performance Fee (Example)	nil	0.20%	0.50%	1.10%

**FOR CERTAIN INDIVIDUAL ACCREDITED INVESTORS**

Must be completed by individual accredited investors who checked off (j), (k) or (l) of the “accredited investor certificate”.

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

SECTION 1 TO BE COMPLETED BY THE ISSUER OR SELLING SECURITY HOLDER		
1. About Your Investment		
Type of securities: Units	Issuer: EdgePoint Opportunistic Credit Portfolio	
Purchased from: EdgePoint Opportunistic Credit Portfolio (the Issuer)		
SECTIONS 2 TO 4 TO BE COMPLETED BY THE PURCHASER (for joint purchases, both individuals must initial in box)		
2. Risk Acknowledgement		
<b>This investment is risky. Initial each box to indicate that you understand.</b>	Primary Purchaser Initials	Joint Purchaser Initials
Risk of loss — You could lose your entire investment of: \$ _____ [Insert the total dollar amount of the investment]		
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.		
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. To check whether the salesperson is registered, go to <a href="http://www.aretheyregistered.ca">www.aretheyregistered.ca</a> .		
3. Accredited Investor Status		
You must meet at least one of the following criteria to make this investment. <b>Initial the statement that applies to you. You may initial more than one statement.</b> The person identified in Section 6 is responsible for ensuring you meet the definition of accredited investor. That person, or the salesperson identified in Section 5, can assist you with questions on whether you meet these criteria.		Primary Purchaser Initials
(j)	An individual who, either alone or with a spouse, beneficially owns financial assets having an aggregate realizable value that, before taxes but net of any related liabilities, exceeds \$1,000,000.	Joint Purchaser Initials
(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	
(l)	An individual who, either alone or with a spouse, has net assets (including the value of the primary residence of such person) of at least \$5,000,000	

**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.

\_\_\_\_\_  
First and last name (please print)\_\_\_\_\_  
Primary Purchaser Signature\_\_\_\_\_  
Date\_\_\_\_\_  
Joint – First and last name (please print)\_\_\_\_\_  
Joint Purchaser Signature\_\_\_\_\_  
Date**SECTION 5 TO BE COMPLETED BY THE SALESPERSON****5. Salesperson Information**

*[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 issuer or selling security holder, a registrant or a person who is exempt from the registration requirement.]*

**Dealer Information**\_\_\_\_\_  
Dealer Number\_\_\_\_\_  
Dealer Name\_\_\_\_\_  
Rep Code\_\_\_\_\_  
Financial Advisor Name**SECTION 6 TO BE COMPLETED BY THE ISSUER OR SELLING SECURITY HOLDER****6. For More Information About This Investment**

EdgePoint Wealth Management Inc.  
150 Bloor St. West, Suite 700  
Toronto, ON M5S 2X9

Head Office: 416.963.9353 or 866.757.7207

For more information about prospectus exemptions, contact your local securities regulator. You can find contact information at [www.securities-administrators.ca](http://www.securities-administrators.ca).

Each of the purchaser and the issuer or selling security holder must receive a copy of this form signed by the purchaser. The issuer or selling security holder is required to keep a copy of this form for 8 years after the distribution.



The contact details of the public official in each Qualifying Jurisdiction to whom questions about the regulator's indirect collection of Information may be directed is as follows:

**British Columbia Securities Commission**

P.O. Box 10142, Pacific Centre  
701 West Georgia Street  
Vancouver, British Columbia V7Y 1L2  
Inquiries: (604) 899-6854, 1 800 373-6393  
Public official contact regarding indirect collection of information: FOI Inquiries

**Alberta Securities Commission**

Suite 600, 250 – 5th Street SW  
Calgary, Alberta T2P 0R4  
Telephone: (403) 297-6454  
Toll free in Canada: 1-877-355-0585  
Public official contact regarding indirect collection of information: FOIP Coordinator

**The Manitoba Securities Commission**

500 – 400 St. Mary Avenue  
Winnipeg, Manitoba R3C 4K5  
Telephone: (204) 945-2561  
Toll free in Manitoba 1-800-655-5244  
Public official contact regarding indirect collection of information: Director

**Financial and Consumer Services Commission  
(New Brunswick)**

85 Charlotte Street, Suite 300  
Saint John, New Brunswick E2L 2J2  
Telephone: (506) 658-3060  
Toll free in Canada: 1 866 933-2222  
Public official contact regarding indirect collection of information: Chief Executive Officer and Privacy Officer

**Services Regulation Division**

P.O. Box 8700, Confederation Building  
2nd Floor, West Block, Prince Philip Drive  
St. John's, Newfoundland and Labrador A1B 4J6  
Attention: Director of Securities  
Telephone: (709) 729-4189  
Public official contact regarding indirect collection of information: Superintendent of Securities

**Government of the Northwest Territories  
Office of the Superintendent of Securities**

P.O. Box 1320  
Yellowknife, Northwest Territories X1A 2L9  
Attention: Deputy Superintendent, Legal & Enforcement  
Telephone: (867) 920-8984

**Nova Scotia Securities Commission**

Suite 400, 5251 Duke Street, Duke Tower  
P.O. Box 458  
Halifax, Nova Scotia B3J 2P8  
Telephone: (902) 424-7768  
Public official contact regarding indirect collection of information: Executive Director

**Ontario Securities Commission**

20 Queen Street West, 22nd Floor  
Toronto, Ontario M5H 3S8  
Telephone: (416) 593- 8314  
Toll free in Canada: 1-877-785-1555  
Public official contact regarding indirect collection of information: Inquiries Officer

**Prince Edward Island Securities Office**

95 Rochford Street, 4th Floor Shaw Building  
P.O. Box 2000  
Charlottetown, Prince Edward Island C1A 7N8  
Telephone: (902) 368-4569  
Public official contact regarding indirect collection of information: Superintendent of Securities

**Autorité des marchés financiers**

800, Square Victoria, 22e étage  
C.P. 246, Tour de la Bourse  
Montréal, Québec H4Z 1G3  
Telephone: (514) 395-0337 or 1-877-525-0337  
Public official contact regarding indirect collection of information: Secrétaire générale

**Financial and Consumer Affairs Authority of Saskatchewan**

Suite 601 - 1919 Saskatchewan Drive  
Regina, Saskatchewan S4P 4H2  
Telephone: (306) 787-5842  
Public official contact regarding indirect collection of information: Director

**Government of Yukon Department of Community Services**

Law Centre, 3rd Floor  
2130 Second Avenue  
Whitehorse, Yukon Y1A 5H6  
Telephone: (867) 667-5314

**Government of Nunavut**

Department of Justice  
Legal Registries Division  
P.O. Box 1000, Station 570, 1st floor, Brown building  
Iqaluit, Nunavut X0A 0H0  
Telephone: (867) 975-6590





## OFFERING MEMORANDUM EXEMPTION AVAILABLE TO RESIDENTS OF BRITISH COLUMBIA OR NEWFOUNDLAND AND LABRADOR

Must be completed by investors residence of British Colombia or Newfoundland and Labrador relying on the offering memorandum exemption.

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

### Risk Acknowledgement

- I acknowledge that this is a risky investment.
- I am investing entirely at my own risk.
- No securities regulatory authority or regulator has evaluated or endorsed the merits of these securities or the disclosure in the offering memorandum.
- The securities are redeemable, but I may only be able to redeem them in limited circumstances.
- I could lose all the money I invest.

I am investing \$ \_\_\_\_\_ [total consideration] in total; this includes any amount I am obliged to pay in future.

**I acknowledge that this is a risky investment and that I could lose all the money I invest.**

\_\_\_\_\_  
First and last name (please print)

\_\_\_\_\_  
Primary Purchaser Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Joint — First and last name (please print)

\_\_\_\_\_  
Joint Purchaser Signature

\_\_\_\_\_  
Date

[Sign 2 copies of this document. Keep one copy for your records.]

### You have 2 business days to cancel your purchase

To do so, send a notice to your Dealer/Advisor or to EdgePoint Wealth Management Inc. directly stating that you want to cancel your purchase. You must send the notice before midnight on the 2nd business day after you sign the agreement to purchase the securities. You can send the notice by fax or email or deliver it in person to EdgePoint Wealth Management Inc. at its business address. Keep a copy of the notice for your records.

### EdgePoint Wealth Management Inc.

150 Bloor St. West, Suite 700

Toronto, ON M5S 2X9

Fax: 416.963.5060

E-mail: [info@edgepointwealth.com](mailto:info@edgepointwealth.com)

**You are buying Exempt Market Securities**

They are called *exempt market securities* because two parts of securities law do not apply to them. If an issuer wants to sell *exempt market securities* to you:

- the issuer does not have to give you a prospectus (a document that describes the investment in detail and gives you some legal protections), and
- the securities do not have to be sold by an investment dealer registered with a securities regulatory authority or regulator.

There are restrictions on your ability to resell *exempt market securities*. *Exempt market securities* are more risky than other securities.

**You will receive an offering memorandum**

Read the offering memorandum carefully because it has important information about the issuer and its securities. Keep the offering memorandum because you have rights based on it. Talk to a lawyer for details about these rights.

**The securities you are buying are not listed**

The securities you are buying are not listed on any stock exchange, and they may never be listed. You may never be able to sell these securities.

The issuer of your securities is a non-reporting issuer. A non-reporting issuer does not have to publish financial information or notify the public of changes in its business. You may not receive ongoing information about this issuer.

For more information on the exempt market, call your local securities regulatory authority or regulator.

**British Columbia Securities Commission**

P.O. Box 10142, Pacific Centre  
701 West Georgia Street  
Vancouver, British Columbia V7Y 1L2  
Inquiries: (604) 899-6854, 1 800 373-6393  
Public official contact regarding indirect collection of information:  
FOI Inquiries

**Services Regulation Division**

P.O. Box 8700, Confederation Building  
2nd Floor, West Block, Prince Philip Drive  
St. John's, Newfoundland and Labrador A1B 4J6  
Attention: Director of Securities  
Telephone: (709) 729-4189  
Public official contact regarding indirect collection of information:  
Superintendent of Securities

[Instruction: The purchaser must sign 2 copies of this form. The purchaser and the issuer must each receive a signed copy.]