



ACCOUNT APPLICATION AND SUBSCRIPTION AGREEMENT

INSTRUCTIONS: In order to make an initial subscription for units in the Greenchip Global Equity Fund investors will need to complete and sign the following documents: Account Application and Subscription Agreement, Accredited Investor Acknowledgement, Anti-Money Laundering and U.S. Tax Disclosure, and a Risk Acknowledgement form.

Section 1: SUBSCRIBER INFORMATION

<input type="checkbox"/> Mr.				
<input type="checkbox"/> Ms.				
<input type="checkbox"/> Mrs.	Full Name of Subscriber (and name of contact, if Subscriber is a corporation or entity)			
<input type="checkbox"/> Miss				
<input type="checkbox"/> Dr.				
Street Address	Apt.	City	Province	Postal Code
Telephone (Home)	Email Address	Social Insurance or CRA Business Number	Birth Date	

Section 2: DEALER INFORMATION

Dealer Name		Dealer Code		
Representative's Name		Representative's Code	Authorized Signature	
Telephone	Fax	Cross Reference Number	Email Address	

Section 3: SUBSCRIPTION INFORMATION

FUND NAME	FUNDSERVE CODE (check one)	INVESTMENT AMOUNT
Greenchip Global Equity Fund	<input type="checkbox"/> Class A – ECO 100 <input type="checkbox"/> Class F – ECO 200 <input type="checkbox"/> Class I – ECO 300	\$ _____

Section 4: PAYMENT (check one)

The subscription payment will be wired directly to Greenchip (please ask for details)

Payment submitted by cheque (made payable to “RBC Investor Services in trust for Greenchip GEF”)

Sent by dealer via Fundserv

Section 5: ELECTRONIC DELIVERY OF DOCUMENTS

The Subscriber acknowledges and agrees that he, she, or it will receive by e-mail (rather than on paper) most correspondences, financial statements and other documentation (collectively, “Documents”) from Greenchip:

Yes
 No

Section 6: PERIODIC AUDITED FINANCIAL STATEMENTS

Yes I wish to receive Annual Financial Statements

Yes I wish to receive Semi-Annual Financial Statements

Section 7: PROCEEDS OF CRIME (MONEY LAUNDERING) AND TERRORIST FINANCING ACT

Applicable law requires that we ascertain the identity of a Purchaser (or authorized signatory in the case of an entity) when opening an account. Choose one of the following ID options, photocopy, and attach to this subscription agreement.

<input type="checkbox"/> Applicant's Driver's License	<input type="checkbox"/> Applicant's Birth Certificate
<input type="checkbox"/> Applicant's Passport	<input type="checkbox"/> Applicant's Canadian Citizenship Certificate



ACCOUNT APPLICATION AND SUBSCRIPTION AGREEMENT

Section 8: ACCREDITED INVESTOR ACKNOWLEDGEMENT

The Purchaser is: (Please certify that the purchaser is an accredited investor by checking one or more of the appropriate boxes below. If none of these categories apply to the Purchaser, please contact us)

- purchasing as principal, is an individual, and is an accredited investor, as defined in NI 45-106 Prospectus and Registration Exemptions (“NI 45-106”) as at the applicable Purchase Time and the Purchaser falls within one or more of the following categories; or
- purchasing as principal, is not an individual, and is an accredited investor, as defined in NI 45-106 Prospectus and Registration Exemptions (“NI 45-106”) as at the applicable Purchase Time and the Purchaser falls within one or more of the following categories

Individual Purchasers:

- 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 tax return), or
- your net income before taxes combined with your spouse’s net income 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, or
- either alone or with your spouse, you own more than \$1 million (\$1,000,000) in cash and securities, after subtracting any debt related to the cash and/or securities, or
- either alone or with your spouse, you have net assets worth more than \$5 million (\$5,000,000) (your net assets are your total assets (including real estate) minus your total debt).

Other Purchasers:

- a person (including a company or other legal entity), 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;
- a person (including a company or other legal entity) 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.
- 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 jurisdiction of the registered charity to give advice on the securities being traded; or
- any national, federal, state, provincial, territorial or municipal government of or in any foreign jurisdiction, or any agency of that government.

Section 9: SIGNATURE

The subscriber certifies that the Purchaser has read the terms of this Account Application and Subscription Agreement, including the Terms and Conditions at the back of this package, and hereby (i) confirms that all applicable schedules have been completed and (ii) offers to purchase Units in the Greenchip Global Equity Fund with the aggregate principal amount set out above, subject to said Terms and Conditions.

Signed in the City of Toronto, in the Province of Ontario, this _____ day of _____, 201 ____

(Name of Subscriber – please print)

(Name of Beneficial Purchaser (if any) – please print)

Signature of Subscriber

Name and Title of Signatory (for entity purchasers)



**RISK ACKNOWLEDGEMENT
[FOR INDIVIDUAL ACCREDITED INVESTORS ONLY]**

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

1. About Your Investment	
Type of securities: Trust units Purchased from: the Issuer	Issuer: Greenchip Global Equity Fund
2. Risk Acknowledgement (TO BE COMPLETED BY THE PURCHASER)	
This investment is risky. Please put your initials beside each statement below to acknowledge that:	Your Initials
Risk of Loss: You could lose your entire investment of \$ _____ (Instruction: 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 will 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 a salesperson is registered, go to www.aretheyregistered.ca	
3. Accredited Investor Status (TO BE COMPLETED BY THE PURCHASER)	
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 (select) 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.	Initial One or More
<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 your net income to be more than \$200,000 in the current calendar year (you can find your net income on your personal income tax return). 	
<ul style="list-style-type: none"> Your net income before taxes combined with your spouse's net income 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. 	
<ul style="list-style-type: none"> Either alone or with your spouse, you own more than \$1 million (\$1,000,000) in cash and securities, after subtracting any debt related to the cash and/or securities. 	
<ul style="list-style-type: none"> Either alone or with your spouse, you have net assets worth more than \$5 million (\$5,000,000) (your net assets are your total assets (including real estate) minus your total debt). 	
4. Investor's Name and Signature (TO BE COMPLETED BY THE PURCHASER)	
By signing this form, you confirm that you have read this form and you understand the risks of making this investment as identified on this form.	
First name and last name of investor (please print): _____	
Signature: _____ Date: _____	
5. Salesperson Information (TO BE COMPLETED BY THE SALESPERSON)	
Name of Salesperson: John Cook Telephone: 647-256-1750 Name of Firm (if registered): Greenchip Financial Corp.	Address: Suite 400, 70 the Esplanade, Toronto, ON ME2N1 Email: jcook@greenchipfinancial.com
6. For more information about this investment	
Greenchip Financial Corp. 70 The Esplanade, Suite 400	647-256-1750 jcook@greenchipfinancial.com
For more information about prospectus exemptions, contact your local securities regulator. You can find contact information at www.securities-administrators.ca	

greenchip
FINANCIAL
KNOW YOUR CLIENT FORM
[FOR DIRECT PURCHASES ONLY]

INSTRUCTIONS: This form only needs to be completed with respect to purchases of units of the Fund directly through Greenchip Financial Corp. (rather than through third party dealers). Greenchip is required to collect and review the below information and advise if Greenchip believes the Fund is unsuitable. All such information will be kept confidential by Greenchip Financial Corp. in accordance with the company's privacy policy. **The Subscriber is required to update Greenchip Financial Corp. if and when any material changes occur to the information provided on this form while the Subscriber holds units in the Fund.**

1. Full name of Purchaser: _____

2. Occupation/principal business: _____

Investment Experience and Financial Information			
Gross Annual Income	Net Worth	Investment Knowledge	Time Horizon
<input type="checkbox"/> Under \$100,000	<input type="checkbox"/> Under \$500,000	<input type="checkbox"/> Novice	<input type="checkbox"/> < 3 years
<input type="checkbox"/> \$100,000 - \$199,999	<input type="checkbox"/> \$500,000 - \$1 million	<input type="checkbox"/> Fair	<input type="checkbox"/> 3 to 5 years
<input type="checkbox"/> \$200,000 - \$1 million	<input type="checkbox"/> \$1 million - \$5 million	<input type="checkbox"/> Good	<input type="checkbox"/> 5 to 10 years
<input type="checkbox"/> Over \$1 million	<input type="checkbox"/> Over \$5 million	<input type="checkbox"/> Sophisticated	<input type="checkbox"/> > 10 years

Information Required by Securities Regulators

3. How would you describe your overall risk tolerance? (check one):
 seek lower volatility even though such investments will generally provide lower returns
 seek higher returns even though such investments will generally have higher volatility and risk

4. Do you own, alone or as part of a group, 10% or more of the voting rights of a publicly listed company?:
 No Yes If yes, specify name(s) of company(ies) and % owned _____

5. Are you a Director or Senior Officer of a company whose shares are traded on an exchange or on the OTC market?:
 No Yes If yes, specify the name(s) of company(ies) _____

6. Are you the spouse of an employee, Director, Partner or Officer of a securities dealer, or of a stock exchange itself or the Investment Industry Regulatory Organization of Canada?:
 No Yes If yes, specify name(s) of security dealer(s) or stock exchange(s) _____

SIGNATURE

7. I confirm that the above information is true: _____
Signature of account holder or subscribing representative Date

FOR INTERNAL USE ONLY

Chief Compliance Officer comments

 Signature of Chief Compliance Officer
 Date _____



[FOR DIRECT PURCHASES ONLY]

INSTRUCTIONS: This form only needs to be completed with respect to purchases of units of the Fund directly through Greenchip Financial Corp. (rather than through third party dealers) to comply with obligations under the Canada-United States Enhanced Tax Information Exchange Agreement Implementation Act. Please see Schedule "A" for definitions.

FOR INDIVIDUALS

I certify that I am a resident of Canada. I further certify that any U.S. address, U.S. telephone number, or standing instructions to transfer funds to an account maintained in the U.S. associated with this account exists or will arise only in the context of temporary visits that I make to the U.S. while I remain a resident of Canada and not, at any time, because I am a resident of the U.S. for tax purposes. [] Yes [] No

I am either or both of a (i) U.S. Resident or (ii) U.S. citizen (including a dual citizen). [] Yes [] No

If "Yes", please provide your (U.S. TIN) _____

FOR ENTITIES

Is this entity or trust incorporated or organized in Canada? [] Yes [] No

If "No", indicate whether the entity or trust is a U.S. person [] Yes [] No

If "Yes" provide U.S. TIN _____

Is the entity a financial institution? [] Yes [] No

If "Yes", indicate its status

[] financial institution with a valid GIIN _____

[] nonparticipating financial institution (NRFI)

Check any that apply to the entity:

[] active trade or business – less than 50% of the entity’s gross income is passive income and less than 50% of its assets produce passive income

[] a registered charity or a club, association, or arrangement in Canada operated exclusively for cultural, athletic, or educational purposes (including a public or private foundation)

[] a corporation with shares that regularly trade on an established securities market

[] a government or international organization (or agency thereof)

If the Subscriber is an entity other than a corporation, we require proof of the entity’s existence. Please provide one of the following:

- [] Trust Declaration;
[] Partnership Agreement;
[] Other document

Director, Trustee or >25% owner or other Controlling Person? (Indicate which)	Name	Address	Occupation	U.S. Person? (including US Resident or U.S. Citizen) Y/N?. If yes, provide US T.I.N

DECLARATION	
<p>The Subscriber declares that the information provided on this form, to the best of its knowledge and belief, is correct and complete. The Subscriber further declares that in the event that there is a material change to the information contained herein, it is the Subscriber's responsibility to provide notice of such material change to the Manager as soon as possible.</p>	
Name: _____	Signature: _____
Title: _____	Date: _____



**RESOLUTION GRANTING SIGNING AUTHORITY FOR CORPORATIONS, TRUSTS, OR PARTNERSHIPS
[FOR DIRECT PURCHASES ONLY]**

INSTRUCTIONS: This form only needs to be completed if the Subscriber is purchasing units directly through Greenchip Financial Corp. (rather than a 3rd party dealer), and is a corporation, trust or partnership.

I hereby certify that I, _____, am an authorized representative of _____ (the "Entity"), and that there are no internal restrictions binding the Entity (such as by-laws) that limit me from stating the following, and that such statement is in conformity with the provisions of the Entity's constating documents:

"1. The individuals listed below, in paragraph 2, are each authorized to do all the things and to sign all the documents necessary or desirable in relation to the Entity's interests in any investment funds sold through Greenchip Financial Corp. (collectively or individually as applicable, "Greenchip") (such interests collectively, "units"), including:

(a) giving written, verbal, telephone, or fax instructions to Greenchip to purchase or otherwise deal with Units on behalf of the Entity and to bind the Entity in respect of any such transactions; and

(b) to make payments to Greenchip for the credit of the Entity either through transfer of the Entity's funds or in any other manner whatsoever;

2. The following are the authorized representatives of the Entity:

Name	Title	Signature

3. All notices and demands upon the Entity may be delivered by Greenchip to any of the aforesaid representatives listed in paragraph 2 above, either verbally, in writing, by telephone, by fax, or by email, and if so delivered shall be deemed to have been received by the Entity.

4. Greenchip is hereby authorized to act upon and to carry out the instructions and orders of the said representatives of the Entity in relations to the Entity's Units.

Any changes to the above authorizations will result in prompt notification to Greenchip in writing by an authorized representative of the Entity, and that until such notice has been received in writing, Greenchip is authorized to act in pursuance of this authorization, even though this authorization or any part thereof may have been amended or revoked."

I have hereunto executed this document as an authorized representative of the Entity.

Signature: _____

Date: _____

TERMS AND CONDITIONS

1. **Offering Memorandum:** The Subscriber acknowledges receipt of the Offering Memorandum of the Fund dated February 28, 2017, as amended or restated from time to time (the “Offering Memorandum”). The Subscriber hereby acknowledges that he/she has read the Offering Memorandum and understands the provisions thereof including those portions of the Offering Memorandum which summarize purchasers’ rights of action in the event of a misrepresentation and those portions describing the circumstances when a Unitholder’s Units may be redeemed by a Unitholder or the Fund.
2. **Definitions:**

Capitalized terms used herein but not otherwise defined herein shall have the meanings ascribed thereto in the Offering Memorandum.

“**Business Day**” means a day other than Saturday, Sunday or a statutory holiday in Ontario or any other day on which businesses are generally closed in the Province of Ontario.

“**Fund**” means the Greenchip Global Equity Fund.

“**Manager**” means Greenchip Financial Corp., the manager of the Fund.

“**Purchase Date**” means the date upon which the Units, hereby subscribed for, are issued to the Purchaser.

“**Purchaser**” means either the Subscriber acting as principal or the Beneficial Purchaser for whom the Subscriber is acting as trustee or agent, as the case may be.

“**Purchase Time**” means 4:00 p.m. Toronto time on each Purchase Date.

“**Valuation Date**” means the last day of each month on which the Toronto Stock Exchange is open or such other date or dates on which the Manager determines it is appropriate.
3. **Representations, etc. of Subscriber:** By executing this subscription, the Subscriber, on his or her own behalf and (if applicable) on behalf of any Beneficial Purchaser for whom it is contracting hereunder, represents, warrants and covenants to the Fund, the Trustee and the Manager (and acknowledges that the Fund, the Trustee and the Manager are relying thereon) that on the date hereof and the Purchase Time:
 - a. The Purchaser is a resident of Canada.
 - b. If an individual, the Purchaser has attained the age of majority in his/her jurisdiction of residence and is legally competent to enter into this subscription and to take all actions required pursuant hereto.
4. **Regulatory Filings:** If required by applicable securities legislation, the Purchaser will execute, deliver and file or assist the Fund in filing such reports, undertakings and other documents with respect to the issuance of the Units as may be required by any securities commission or other regulatory authority.
5. **Resale Restrictions:** The Subscriber has been independently advised as to and is aware of the applicable restrictions on the resale of Units imposed under the Declaration of Trust governing the Fund and by securities legislation in the jurisdiction in which it resides and is aware of the risks and other characteristics of the Units including the redemption provisions.
6. **Risk of Loss:** The Subscriber has been advised that an investment in the Fund is speculative, and the Purchaser is able to bear the economic risk of a complete loss of its investment in the Fund.
7. **Tax and Legal:** The Subscriber has made an independent determination of the investment and the accounting, legal and tax aspects of acquiring the Units, has depended on the advice of its own counsel and accountants and acknowledges that the Fund has no responsibility with respect to such matters and such advice.
8. **Money Laundering:**
 - a. The Manager and the Fund reserve the right to request such information as is necessary to verify the identity of the Subscriber. The Subscriber shall promptly, on demand provide such information and execute and deliver such documents as the Fund or the Manager may request to verify the accuracy of the Subscriber's representations and warranties herein or to comply with the *Proceeds of Crime (Money Laundering) Act* (Canada), the *Patriot Act* (U.S.) and the Regulations or Guidance Notes issued pursuant thereto or any other law or regulation to which the Fund or the Manager may be subject.

- b. The Subscriber hereby consents to the Manager and/or the Fund verifying the identity of the Subscriber in part by providing certain information concerning the Subscriber to third party credit reporting agencies or other identity verification services.
 - c. In the event of delay or failure by the Subscriber to produce any information required for verification purposes, the Manager may refuse to accept the application and the subscription monies relating thereto or may refuse to process a redemption request until proper information has been provided.
 - d. The Subscriber represents that the Units are to be purchased with funds that are from legitimate sources in connection with its regular business activities and which do not constitute the proceeds of criminal conduct. The Subscriber declares that the Units are not being acquired and will not be held in violation of any applicable laws.
 - e. The Subscriber represents that none of the Subscriber or any beneficial owner of the Units is a Politically Exposed Foreign Person as defined in relevant regulations, and is not with respect to a country other than Canada, a head of state or government, a member of government, a deputy minister or equivalent, an ambassador, a military general (or higher rank), a president of a state-owned company or bank, a head of a government agency, a judge, a leader of a political party in a legislature, or an immediate family member of any of the foregoing.
9. Subscriptions for Units: Units are offered for sale in all of the Provinces of Canada. The first closing of subscriptions for Units occurred on January 4, 2008 for all subscriptions received to that date. Units were issued at \$10.00 per Unit on the first closing. Thereafter, Units have been and are offered at the Class Net Asset Value per Unit on each Valuation Date. Purchases may be made directly through the Manager or through a Registered Dealer through the mutual fund order system, FundSERV. Purchase orders to be processed through FundSERV must be received prior to 4:00 p.m. (Toronto time) on a Valuation Date. Purchases to be made directly through the Manager must be received by the Manager prior to 4:00 p.m. (Toronto time) at least two Business Days before a Valuation Date, subject to the Manager's discretion. Orders received after these times will be effective on the next Valuation Date. The Manager reserves the right to accept or reject orders in whole or in part, provided that any decision to reject an order must be made within two Business Days of receipt and any monies received with a rejected order will be refunded immediately after such determination has been made by the Manager. The Manager may close or re-open the subscription books at any time without notice.
10. Delivery of Documentation and Payment of Subscription Price: The following items must be delivered to the Manager at 70 The Esplanade, Suite 400, Toronto, Ontario M5E 1R2:
- a. this completed and executed subscription; and
 - b. a cheque to "RBC Investor Services Trust in trust for Greenchip GEF" or payment to Greenchip by wire transfer; and
 - c. such other documents as may be required by the Manager, as indicated by the Manager from time to time.

If the Manager or its administrative agent does not receive a properly executed subscription along with full payment for the Units purchased, the Manager may redeem the Units so purchased. If the proceeds of any such redemption are greater than the payment owing, the Fund will retain the difference. If the proceeds are less than the payment owing, the Manager will pay the Fund the difference, and the Manager will collect this amount from the investor or, if Units were purchased through a Registered Dealer, from the Registered Dealer through whom the Units were purchased, and the Registered Dealer may have the right to collect such payment from the investor.

11. Acknowledgement and Authorization Regarding Personal Information:

The Subscriber acknowledges that:

- (a) it is hereby notified that the following information will be provided to Canadian securities regulatory authorities and/or the Manager's agents:
 - a. the full name, residential address and telephone number of the Beneficial Purchaser;
 - b. the number and Class of Units purchased by the Beneficial Purchaser;
 - c. the total purchase price for the Units, expressed in Canadian dollars;
 - d. the statutory dealer registration and prospectus exemptions relied upon by a Fund; and

- e. the date of distribution of the Units;
- (the information described in A through E is referred to below as the “**Information**”);
- (b) the Information is being collected indirectly by the applicable Canadian securities regulatory authority under the authority granted to it in securities legislation for the purposes of the administration and enforcement of such legislation;
- (c) the title, business address and business telephone number of the public official in the Beneficial Purchaser’s province of residence, who can answer questions about the indirect collection of the information is set out in Schedule “G”; and
- (d) the Subscriber, on its own behalf and on behalf of any Beneficial Purchaser for whom it is contracting hereunder, authorizes the indirect collection of the Information by the Canadian securities regulatory authorities.
12. Subscription Refused: The Manager shall have the right in its discretion to accept or refuse this subscription for Units, absolutely or on such conditions as it may deem appropriate. If the Manager refuses this subscription, it shall so advise the Subscriber within two Business Days following receipt of the Purchase Price and immediately return to the Subscriber such amount without interest. The Manager may close or re-open the subscription books at any time without notice.
13. No Certificates: There shall be no certificates issued by the Fund to evidence Units of the Fund.
14. Performance Fee: The Subscriber acknowledges that the Manager will calculate the Performance Fee payable by the Purchaser at the time that the Purchaser’s Units are redeemed or on the termination of the Fund and will deduct any Performance Fee payable (plus any taxes payable, including GST) from the redemption or distribution proceeds, as applicable, and pay such amount to the Manager, and such payment is hereby authorized.
15. Redemption Restrictions: The Purchaser acknowledges that its ability to redeem Units of the Fund is restricted by the terms of the Declaration of Trust establishing the Fund, the material terms of which are summarized in the Offering Memorandum.
16. Additional Subscriptions: The Subscriber is deemed to repeat the representations and warranties set out herein when making any additional subscriptions for Units. It is the responsibility of the Subscriber to update or correct any information or statement that is no longer accurate and the Subscriber hereby covenants to do so when appropriate.
17. Facsimiled Subscriptions: The Fund, the Trustee and the Manager will be entitled to rely on delivery by facsimile machine of an executed copy of this subscription, and acceptance by the Fund of such facsimile copy will be legally effective to create a valid and binding agreement between the Purchaser and the Fund in accordance with the terms hereof.
18. Governing Law; Time of the Essence: The contract arising out of this subscription will be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. Time will be of the essence hereof.
19. Indemnification of Fund, Trustee and Manager: The foregoing representations, warranties and covenants of the Subscriber are made by the Subscriber with the knowledge and intent that they will be relied upon by the Fund, the Trustee and the Manager in determining the suitability of the Purchaser as a purchaser of Units and the Subscriber, on its own behalf, and (if applicable) on behalf of any Beneficial Purchaser on whose behalf the Subscriber is contracting, agrees to indemnify the Fund, the Trustee and the Manager against all losses, claims, costs, expenses and damages or liabilities which any of them may suffer or incur caused or arising from reliance thereon. For the purposes of this indemnity, the Subscriber agrees that the Trustee shall constitute the trustee for itself, the Fund and the Manager. The Trustee agrees to accept such trust and to hold and enforce such covenants on behalf of such persons. The Subscriber undertakes to notify the Fund immediately, at the address of the Trustee set forth above, of any change in any representation, warranty or covenant set forth herein or any other information set forth herein relating to the Purchaser that arises prior to the Purchase Date. The representations, warranties and covenants contained herein and made by the Subscriber will survive the closing of the transactions contemplated by this subscription.
20. Entire Agreement: This subscription, and any addendum in the form attached hereto upon acceptance by the Fund, will represent the entire agreement of the parties hereto with respect to the subject matter hereof and there are no

representations, warranties, covenants or other agreements relating to the subject matter hereof except as stated or referred to in this subscription.

21. Agent for Service: The principal place of business of the Manager is: 70 The Esplanade, Suite 400, Toronto, Ontario M5E 1R2.
22. Privacy Policy: The Purchaser acknowledges to the collection, usage and disclosure of personal information to the Manager's agents or for the purposes of administering the account including executing transactions and reporting to both the Purchaser and the dealer on record. The Manager's privacy policy is available on request.
23. Language: The parties hereby request that this subscription and any related documents be drawn up and executed only in the English language. Les parties demandent par les présentes que la présente souscription ainsi que tous les documents y afférents soient rédigés et signés en langue anglaise seulement.

FOR GREENCHIP EXECUTION ONLY

ACCEPTANCE

The undersigned hereby accepts the above subscription of the subscriber described on the first page hereof on the _____ day of _____, 201____

GREENCHIP FINANCIAL CORP.

in its capacity as Manager of Greenchip Global Equity Fund, not in its personal capacity.

By _____

Name:

Title:

**SCHEDULE “A”
DEFINITIONS WITH RESPECT TO US TAX DISCLOSURE FORM**

“**Controlling Persons**” means the natural persons who exercise control over an Entity. For a trust, a Controlling Person includes the settlor, the trustees, the protector (if any), the beneficiaries or class of beneficiaries and any other individual exercising ultimate effective control over the trust. For a corporation, a Controlling Person is an individual who owns or controls, directly or indirectly, 25% or more of the voting shares of the corporation or 25% or more of the total equity of the corporation. In the case of any other entity, a Controlling Person is an individual who owns or controls, directly or indirectly, 25% or more of the interests in the Entity or otherwise exercises control over the affairs of the Entity. The term “Controlling Persons” shall be interpreted in a manner consistent with the Financial Action Task Force Recommendations.

“**Entity**” means a legal person (e.g. corporation) or a legal arrangement (e.g. trust or partnership).

“**Financial Institution**” means an Entity that is a Custodial Institution, a Depository Institution, an Investment Entity or a Specified Insurance Company, and that is

- a) an authorized foreign bank within the meaning of section 2 of the *Bank Act* (Canada) in respect of its business in Canada, or a bank to which that Act applies;
- b) a cooperative credit society, a savings and credit union or a caisse populaire regulated by a provincial Act;
- c) an association regulated by the Cooperative Credit Associations Act;
- d) a central cooperative credit society, as defined in section 2 of the Cooperative Credit Associations Act, or a credit union central or a federation of credit unions or caisses populaires that is regulated by a provincial Act other than one enacted by the legislature of Québec;
- e) a financial services cooperative regulated by *An Act respecting financial services cooperatives*, R.S.Q., c. C-67.3, or *An Act respecting the Mouvement Desjardins*, S.Q. 2000, c. 77;
- f) a life company or a foreign life company to which the *Insurance Companies Act* (Canada) applies or a life insurance company regulated by a provincial Act;
- g) a company to which the *Trust and Loan Companies Act* (Canada) applies;
- h) a trust company regulated by a provincial Act;
- i) a loan company regulated by a provincial Act;
- j) an entity authorized under provincial legislation to engage in the business of dealing in securities or any other financial instruments, or to provide portfolio management, investment advising, fund administration, or fund management, services;
- k) an entity that is represented or promoted to the public as a collective investment vehicle, mutual fund, exchange traded fund, private equity fund, hedge fund, venture capital fund, leveraged buyout fund or similar investment vehicle that is established to invest or trade in financial assets and that is managed by an entity referred to in paragraph (j);
- l) an entity that is a clearing house or clearing agency; or
- m) a department or an agent of Her Majesty in right of Canada or of a province that is engaged in the business of accepting deposit liabilities.

“**GIIN**” means Global Intermediary Identification Number.

“**U.S. Person**” is interpreted in accordance with the U.S. Internal Revenue Code and means:

- a) a U.S. citizen or resident individual (which includes a U.S. green card holder, whether living inside or outside of the U.S.),
- b) a partnership or corporation organized in the U.S. or under the laws of the U.S. or any State thereof,
- c) a trust if
 - 1) a court within the U.S. would have authority under applicable law to render orders or judgments concerning substantially all issues regarding administration of the trust, and
 - 2) one or more U.S. persons have the authority to control all substantial decisions of the trust, or
- d) an estate of a decedent that is a citizen or resident of the U.S.

**SCHEDULE “B”
CERTAIN DISCLOSURES**

- **Greenchip Global Equity Fund:** Before making an investment in the Greenchip Global Equity Fund (the “Fund”), an investor must review the Fund’s Offering Memorandum, which is available at <<http://www.greenchipfinancial.com>> and/or upon request from Greenchip Financial Corp. (“Greenchip”) at Suite 400, 70 the Esplanade, Toronto, Ontario or 416-304-1750 x307. The Offering Memorandum specifically discusses among other things:
 - **Management Fees and other expenses charged to holders of units in the Fund.**
 - **Compensation paid to Greenchip in connection with Fund units**
 - **Certain risks that investors should consider before making a decision to purchase Fund units**
- **Firm Registrations:** Greenchip Financial Corp. is registered as an Exempt Market Dealer (“EMD”), Portfolio Manager (“PM”) and Investment Fund Manager (“IFM”) with the Ontario Securities Commission (“OSC”).
 - As PM and IFM, Greenchip’s core business is management of the Fund. As Manager of the Fund, Greenchip receives compensation and expenses from the Fund’s assets. Compensation includes a management fee and a performance fee if certain performance thresholds are met. In addition, at Greenchip’s discretion, a “short term trading fee” may apply to redemptions of units that are sold less than 6 months after being purchased.
 - As an EMD, Greenchip can trade or underwrite exempt market securities such as the units in the Fund. As an EMD, Greenchip’s sole business activity is the distribution of units in the Fund to unitholders. Greenchip does not charge a fee to unitholders of the Fund in respect of this distribution. As EMD, Greenchip does not provide any further services to unitholders.
- **Investment Suitability:** Units in the Fund may not be suitable for all investors. Typically, Units in the Fund can be suitable as part of that portion of an investor portfolio dedicated to long term capital appreciation. As a registered firm, Greenchip has an obligation to assess whether a purchase or sale of Fund units is suitable for a client prior to executing such transaction, based on the information provided by the Client, and advise such client if Greenchip believes it is not suitable.
- **Mediation:** Independent dispute resolution or mediation services may be available to the client at Greenchip’s expense to mediate any dispute about any product or service of Greenchip. Please see Appendix F for more details.
- **Reporting to Unitholders:** Unitholders of the Fund currently receive by mail (i) confirmation of their purchases or redemptions of Fund units, (ii) quarterly account statements stating the number and market value of their then held Fund units, and (iii) annual performance reports if the Unitholders’ units were purchase from Greenchip as dealer.
- **Potential Conflicts of Interest:** Under applicable securities regulations, Greenchip is required to disclose any potential conflicts of interest related to relationships between Greenchip and any other issuer. As noted above, Greenchip sells units of the Fund, of which fund Greenchip is the manager and trustee. In its capacity as manager, Greenchip receives compensation from the Fund. Furthermore, Officers and directors of Greenchip may hold material investments in the Fund.
- **Allocation of Investment Opportunities:** The sole product currently offered by Greenchip as EMD is the units of the Fund, and the sole client of Greenchip as PM and IFM is the Fund. At such time that Greenchip has more than one client as PM and IFM it shall provide details to you of its policies regarding allocation of investment opportunities between clients.
- **Risk of Borrowing Money to Purchase Units (“Leverage”):** Using borrowed money to finance the purchase of securities involves greater risk than a purchase using cash resources only. If you borrow money to purchase securities, your responsibility to repay the loan and pay interest as required by its terms remains the same even if the value of the securities purchased declines.
- **Benchmarks:** A benchmark is a measure of how an asset class in general has performed. The asset class that most closely compares with the holdings of the Fund is “global equities”. Accordingly, the Fund’s chosen benchmark is the MSCI World Index, including dividends (net of withholding taxes), which is composed of global equities. The goal of the Fund is to outperform such benchmark over a complete market cycle.

SCHEDULE "C" FEE DISCLOSURES

The following is a general summary of fees with respect to purchasing, owning and redeeming units of the Fund. This summary may not be complete and is subject to the Fund's Declaration of Trust and Offering Memorandum.

Management Fee: The Fund will pay to the Manager the following fees:

1. a management fee in respect of class A units of the Fund at an annual rate of 1.50%
2. a management fee in respect of class F units of the Fund at an annual rate of 1.00%

For example, for every \$10,000 of class A units in the Fund, the Fund will pay to the Manager \$12.50 each month or \$150.00 per year, and for every \$10,000 of class F units, the Fund will pay to the manager \$8.33 each month or \$100.00 per year. Such fees are calculated and paid in respect of the value of such units at the end of each month.

The management fee that is payable in respect of class I units is negotiated by each class I investor and the Manager and will be paid directly by such investor to the Manager.

Performance Fee: On a redemptions of units by an investor (and only at such times), the Manager is also entitled to receive from each investor a performance fee equal to 10% of the increase in the per unit of the investor's units being redeemed from the date of purchase in excess of a 6% compounded annual rate of return on the redeemed units. For example, if an investor's units increased in value from \$10,000 to \$13,000 over 5 years, the amount of performance fee would be \$0. If the same units instead increased in value to \$20,000 over 5 years, the amount of the performance fee would be approximately \$662. Units are redeemed on a first bought, first sold basis.

Expenses: The Fund is responsible for the payment of all fees and expenses relating to its operation, including but not limited to audit, accounting, administration, record keeping, legal fees and expenses, custody and safekeeping charges, providing financial and other reports to unitholders and convening and conducting meetings of unitholders, all taxes (including HST, if any), assessments or other governmental charges levied against the Fund, the cost of research and data services, interest and all trading brokerage and other fees relating to the purchase and sale of the assets of the Fund. The Manager will be entitled to a reimbursement for its out of pocket expenses incurred with respect to all the Fund's fees and expenses with respect to the operation of the Fund, whether such fees and expenses are incurred internally by the Manager or externally through third parties.

Sales Charges: No sales charges are payable on subscriptions directly through the Manager or subscriptions for class F units or class I units. A sales commission of up to 2% may be deducted from an investor's purchase of class A units and paid by the investor to the registered dealer through which units are purchased. Sales commissions are negotiated between the investor and the registered dealer.

Servicing Commissions: The Manager will pay to registered dealers servicing commissions as compensation for ongoing advice and service provided to investors in respect of the class A units. The servicing commissions are based on a monthly total of client assets invested in class A units at an annual rate of 0.50%, payable on a quarterly basis in arrears. A registered dealer is entitled to such fees in respect of class A units for so long as its clients hold those units. However the Manager itself is not entitled to receive such commissions for class A units in respect of the purchase of which it has acted as dealer.

**SCHEDULE “D”
STATEMENT OF POLICIES AND UNDERTAKING RESPECTING
RELATED AND CONNECTED ISSUERS**

The securities laws of the Province of Ontario require securities dealers and advisers, when they trade in or advise with respect to their own securities or securities of certain other issuers to which they, or certain other parties related to them, are related or connected, to do so only in accordance with particular disclosure and other rules. These rules require dealers and advisers, prior to trading with or advising their customers or clients, to inform them of the relevant relationships and connections with the issuer of the securities. Clients and customers should refer to the applicable provisions of these securities laws for the particulars of these rules and their rights or consult with a legal adviser.

Greenchip Financial Corp. (“Greenchip”) an adviser registered under the *Securities Act* (Ontario).

Greenchip is required to disclose to investors whether any securities it recommends to investors for purchase are securities issued by related or connected issuers. An issuer is related to Greenchip if Greenchip, through ownership of, or direction or control over voting securities, influences the issuer. An issuer is connected to Greenchip if it has a business relationship with Greenchip that, in connection with a distributor of securities of that issuer, may lead a reasonable prospective purchaser to question if the issuer and Greenchip are independent of each other.

Issuers that are connected to Greenchip, because they are managed by Greenchip, comprise the following mutual funds that are sold pursuant to exemptions from applicable prospectus requirements:

Greenchip Global Fund

As regards the above-described connected issuer, Greenchip will not act as an adviser, dealer or underwriter in respect of the securities of such issuers (“Related Securities”) except to the extent that purchasers of the Related Securities are accredited investors as defined in National Instrument 45-106 - *Prospectus and Registration Exemptions*.

January, 2008

**STATEMENT OF POLICIES
TO ENSURE FAIRNESS IN THE ALLOCATION OF INVESTMENT
OPPORTUNITIES AMONG DISCRETIONARY ACCOUNTS**

Section 14.3 of NI 31-103 requires us to maintain standards directed to ensuring fairness in the allocation of investment opportunities among our clients and a copy of the policies established is to be furnished to each client and filed with the Ontario Securities Commission.

It is our firm’s policy that all client accounts which have investment objectives which are compatible with a particular investment opportunity, including initial public offerings of securities and so-called “hot issues”, should, when practicable, participate *pro rata* in that investment opportunity based upon, among other things, the relative importance of the investment opportunity to the fulfillment of each account’s investment objective and the relative amount of assets under management in each account. An assessment of the relative importance of an investment opportunity to the fulfillment of a client account’s investment objective is dependent upon a number of factors including alternative investment opportunities, present holdings of the same, or similar, securities, and geographic and industry sector considerations. The extent to which a client account can participate in a particular investment opportunity may also be constrained or enhanced by liquidity considerations.

As a result of our firm’s policy respecting the allocation of investment opportunities among client accounts, if a particular investment opportunity is considered appropriate for two or more client accounts, a block trade will be conducted on behalf of all such client accounts. If the block trade is completed, or only partially completed, in different lots having different purchase or sale prices and commissions, each participating account will receive its *pro rata* share of the securities purchased, or the proceeds of the securities sold, as the case may be, and will pay its *pro rata* share of the weighted average of the purchase prices and commissions paid. If, for any reason, an investment opportunity cannot be allocated *pro rata* among all participating client accounts, every effort will be made to address any trading inequities at the next opportunity so that every account, large or small, will, over time, receive equitable treatment in the allocation of investment opportunities.

October, 2013

SCHEDULE "E"
SECURITIES REGULATORY AUTHORITIES AND REGULATORS

British Columbia Securities Commission

P.O. Box 10142, Pacific Centre
701 West Georgia Street
Vancouver, BC V7Y 1L2
Telephone: (604) 899-6854
Toll free in British Columbia and Alberta 1-800-373-6393
Facsimile: (604) 899-6506

Saskatchewan Financial Services Commission

6th Floor, 1919 Saskatchewan Drive
Regina, SK S4P 3V7
Telephone: (306) 787-5879
Facsimile: (306) 787-5899

Ontario Securities Commission

Suite 1903, Box 55, 20 Queen Street West
Toronto, ON M5H 3S8
Telephone: (416) 593-8314 or 1-877-785-1555
Facsimile: (416) 593-8252
Public official contact regarding indirect collection of
information: Administrative Assistant to the Director of
Corporate Finance - (416) 593-8086

New Brunswick Securities Commission

133 Prince William Street, Suite 606
Saint John, NB E2L 2B5
Telephone: (506) 658-3060
Facsimile: (506) 658-3059

Prince Edward Island Securities Office

95 Rochford Street, P.O. Box 2000
Charlottetown, PE C1A 7N8
Telephone: (902) 368-4569
Facsimile: (902) 368-5283

Alberta Securities Commission

4th Floor, 300 - 5th Avenue SW
Calgary, AB T2P 3C4
Telephone: (403) 297-6454
Facsimile: (403) 297-6156

The Manitoba Securities Commission

500, 400 St. Mary Avenue
Winnipeg, MB R3C 4K5
Telephone: (204) 945-2548
Facsimile: (204) 945-0330

Autorité des marchés financiers

800, Square Victoria, 22e étage
C.P. 246, Tour de la Bourse
Montréal, QC H4Z 1G3
Telephone: (514) 395-0337
or 1-877-525-0337
Facsimile: (514) 864-3681

Nova Scotia Securities Commission

2nd Floor, Joseph Howe Building
1690 Hollis Street
Halifax, NS B3J 2P8
Telephone: (902) 424-7768
Facsimile: (902) 424-4625

Securities Commission of Newfoundland and Labrador

P.O. Box 8700, 2nd Floor, West Block Confederation Building
St. John's, NL A1B 4J6
Telephone: (709) 729-4189
Facsimile: (709) 729-6187

**SCHEDULE “F”
MEDIATION POLICY**

What to do if you have a complaint

If you have a complaint about our services or a product,

1. contact us at 647-256-1750 x 378 or jcook@greenchipfinancial.com

(You may want to consider using a method other than email for sensitive information.)

2. Tell us:

- what went wrong
- when it happened
- what you expect, for example, money back, an apology, or account correction

3. We will acknowledge your complaint in writing or email, as soon as possible, typically within 5 business days of receiving your complaint.

4. To help us resolve your complaint sooner

- Make your complaint as soon as possible.
- Reply promptly if we ask you for more information.
- Keep copies of all relevant documents, such as letters, emails and notes of conversations with us.
- We will provide our decision

5. We normally provide our decision in writing, within 90 days of receiving a complaint. It will include:

- a summary of the complaint
- the results of our investigation
- our decision to make an offer to resolve the complaint or deny it, and an explanation of our decision
- If our decision is delayed

6. If we cannot provide you with our decision within 90 days, we will:

- inform you of the delay
- explain why our decision is delayed, and
- give you a new date for our decision

You may be eligible for the independent dispute resolution service offered by the Ombudsman for Banking Services and Investments (OBSI).

If you are a Québec resident you may consider the free mediation service offered by the Autorité des marchés financiers.

A word about legal advice

You always have the right to go to a lawyer or seek other ways of resolving your dispute at any time. A lawyer can advise you of your options. There are time limits for taking legal action. Delays could limit your options and legal rights later on.