



SANDPIPER GROUP

WEBSITE TERMS OF USE

Acceptance of the Website Terms of Use

These website terms of use for www.sandpipergroup.ca (the "website"), constitute a legal agreement and are entered into by and between you and Sandpiper Group Holdings Inc. ("we," "us," "our"). The following terms of use, together with any documents and/or additional terms they expressly incorporate by reference (collectively, these "Terms of Use"), govern your access to and use of the website.

BY USING THE WEBSITE, YOU ACCEPT AND AGREE TO BE BOUND AND COMPLY WITH THESE TERMS OF USE AND OUR PRIVACY POLICY, WHICH IS INCORPORATED BY REFERENCE. IF YOU DO NOT AGREE TO THESE TERMS OF USE OR THE PRIVACY POLICY, YOU MUST NOT ACCESS OR USE THE WEBSITE.

Sandpiper Group

Sandpiper Group Parent Company Inc. (the "Parent"), Sandpiper Asset Management Inc. (the "Manager"), and each of its affiliates are collectively doing business as "Sandpiper Group" under license granted by Sandpiper Group Holdings Inc.

The Sandpiper Group's partnerships are limited partnerships formed under the laws of the Province of British Columbia, managed by the Manager and controlled by a general partner. The Manager and each of the general partners are wholly-owned subsidiaries of the Parent. The Sandpiper Group is not sponsored, endorsed, sold or promoted by Sandpiper Group Holdings Inc. or any of its affiliates. None of Sandpiper Group Holdings Inc., the Parent or any of their subsidiaries and affiliates make any representation regarding the advisability of investing in any of the Sandpiper Group partnerships. Investment in units of Sandpiper Group partnerships is available through Sandpiper Investment Services Inc. and are related and connected issuers of Sandpiper Investment Services Inc. Sandpiper Investment Services Inc. is a registered Exempt Market Dealer registered in British Columbia, Alberta, Quebec and Ontario.

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Intellectual Property Rights and Ownership

You understand and agree that all Content, the website and its entire contents, features, and functionality, including, but not limited to, all information, software, code, text, displays, graphics, photographs, video, audio, design, presentation, selection, and arrangement, are owned by Sandpiper Group Holdings Inc., its licensors, or other providers of such material and are protected in all forms by intellectual property laws including without limitation, copyright, trademark, patent, trade secret, and any other proprietary rights.

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Restrictions

You are prohibited from attempting to circumvent and from violating the security of this website, including, without limitation: (a) accessing content and data that is not intended for you; (b) attempting to breach or breaching the security and/or authentication measures which are not authorized; (c) restricting, disrupting or disabling service to users, hosts, servers, or networks; (d) illicitly reproducing TCP/IP packet header; (e) disrupting network services and otherwise disrupting website owner's ability to monitor the website; (f) using any robot, spider, or other automatic device, process, or means to access the website for any purpose, including monitoring or copying any of the material on the website; (g) introducing any viruses, trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful; (h) attacking the website via a denial-of-service attack, distributed denial-of-service attack, flooding, mailbombing, or crashing; and (i) otherwise attempting to interfere with the proper working of the website.

We have the right, without provision of notice to:

- Take appropriate legal action, including, without limitation, referral to law enforcement or regulatory authority, or notifying the harmed party of any illegal or unauthorized use of the website. Without limiting the foregoing, we have the right to fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the website.
- Terminate or suspend your access to all or part of the website for any or no reason, including, without limitation, any violation of these Terms of Use.

YOU WAIVE AND HOLD HARMLESS EACH MEMBER OF THE SANDPIPER GROUP AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, CONTRACTORS, LICENSORS, LICENSEES, SUPPLIERS, SUCCESSORS AND ASSIGNS FROM ANY AND ALL CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY MEMBER OF THE SANDPIPER GROUP AND ANY OF THE FOREGOING PARTIES RELATING TO ANY INVESTIGATIONS BY EITHER ANY MEMBER OF THE SANDPIPER GROUP OR SUCH PARTIES OR BY LAW ENFORCEMENT AUTHORITIES.

We have no obligation, nor any responsibility to monitor the website or its use, and we have no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third party, subject to applicable laws.

Copyright Notice and Notice

If you believe that any material or content that resides or is accessible on or through the website infringes a copyright, please send to us a notice of copyright infringement containing the following information:

- (a) the claimant's name and address and any other particulars that enable communication with the claimant;
- (b) identification of the work or other subject-matter to which the claimed infringement relates;
- (c) a statement of the claimant's interest or right with respect to the copyright in the work or other subject-matter;
- (d) the location data for the electronic location to which the claimed infringement relates;
- (e) specification of the infringement that is claimed; and
- (f) specification of the date and time of the commission of the claimed infringement.

The notice may not contain any of the following:

- (i) an offer to settle the claimed infringement, including by way of hyperlink, to such an offer; or
- (ii) a request or demand, made in relation to the claimed infringement, including by way of hyperlink, for payment or for personal information.

If the notice is non-compliant with the foregoing requirements, we are not obligated to pass the notice on to the alleged infringer and to otherwise preserve that person's identity for subsequent enforcement proceedings.

If we receive a proper bona fide infringement notice, it is our policy to (i) remove or disable access to the infringing material; (ii) to notify the content provider, member or user that it has removed or disabled access to the material; and/or (iii) discipline repeat offenders in accordance with applicable laws, by removing and/or terminating the offender's access to or use of the website, materials or content.

Notice of claims of copyright infringement should be provided to us via email to us the following address:

Navdeep Gill
navdeep@sandpipergroup.ca

Geographic Restrictions

The owner of the website is based in British Columbia in Canada. This website is not intended for use in any jurisdiction where its use is not permitted. If you access the website from outside Canada, you do so at your own risk and you are responsible for compliance with local laws of your jurisdiction.

Disclaimer of Warranties

YOU UNDERSTAND AND AGREE THAT YOUR USE OF THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS FOUND OR ATTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS FOUND OR ATTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OR CONDITIONS OF ANY KIND, EITHER EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

NO MEMBER OF THE SANDPIPER GROUP OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, CONTRACTORS, LICENSORS, LICENSEES, SUPPLIERS, SUCCESSORS OR ASSIGNS MAKES ANY WARRANTY, REPRESENTATION, OR ENDORSEMENT WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, SUITABILITY, ACCURACY, CURRENCY, OR AVAILABILITY OF THE WEBSITE OR ITS CONTENTS. WITHOUT LIMITING THE FOREGOING, NO MEMBER OF THE SANDPIPER GROUP OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, CONTRACTORS, LICENSORS, LICENSEES, SUPPLIERS, SUCCESSORS OR ASSIGNS REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT, OR ANY SERVICES OR ITEMS FOUND OR ATTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR WEBSITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

YOU ARE SOLELY AND ENTIRELY RESPONSIBLE FOR YOUR USE OF THE WEBSITE AND YOUR COMPUTER, INTERNET, AND DATA SECURITY. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY DENIAL-OF-SERVICE ATTACK, DISTRIBUTED DENIAL-OF-SERVICE ATTACK, OVERLOADING, FLOODING, MAILBOMBING, OR CRASHING, VIRUSES, TROJAN HORSES, WORMS, LOGIC BOMBS, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS FOUND OR ATTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

Limitation of Liability

EXCEPT WHERE SUCH EXCLUSIONS ARE PROHIBITED BY LAW, UNDER NO CIRCUMSTANCE WILL ANY MEMBER OF THE SANDPIPER GROUP OR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, CONTRACTORS, LICENSORS, LICENSEES, SUPPLIERS, SUCCESSORS OR ASSIGNS BE LIABLE FOR NEGLIGENCE, GROSS NEGLIGENCE, NEGLIGENT MISREPRESENTATION, FUNDAMENTAL BREACH, DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, BREACH OF PRIVACY, OR OTHERWISE, EVEN IF IT WAS ALLEGEDLY ADVISED OR HAD REASON TO KNOW, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, OR RELIANCE ON, THE WEBSITE, ANY LINKED WEBSITES OR SUCH OTHER THIRD-PARTY WEBSITES, NOR ANY WEBSITE CONTENT, MATERIALS, POSTING, OR INFORMATION THEREON EVEN IF IT WAS ALLEGEDLY ADVISED OR HAD REASON TO KNOW.

Indemnification

To the maximum extent permitted by applicable law, you agree to defend, indemnify, and hold harmless each member of the Sandpiper Group and their respective directors, officers, employees, agents, service providers, contractors, licensors, licensees, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable legal fees) arising out of or relating to your breach of these Terms of Use or your use of the website, any use of the Content or services available through the website other than as expressly authorized in these Terms of Use.

Governing Law and Choice of Forum

The website and these Terms of Use will be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein, without giving effect to any choice or conflict of law provision, principle, or rule (whether of the laws of the Province of British Columbia or any other jurisdiction) and notwithstanding your domicile, residence, or physical location.

Any action or proceeding arising out of or relating to this website and under these Terms of Use will be instituted in the courts of the Province of British Columbia and/or the Federal Court of Canada, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such action or proceeding. You

waive any and all objections to the exercise of jurisdiction over you by such courts and to the venue of such courts.

Waiver

No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from these Terms of Use operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

Severability

If any term or provision of these Terms of Use is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of these Terms of Use or invalidate or render unenforceable such term or provision in any other jurisdiction.

Entire Agreement

The Terms of Use and our Privacy Policy constitute the sole and entire agreement between you and Sandpiper Group Holdings Inc. regarding the website and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, regarding such subject matter.

Modifications to the Terms of Use and to the website

We reserve the right in our sole discretion to revise and update these terms of use from time to time. Any and all such modifications are effective immediately upon posting and apply to all access to and continued use of the website. You agree to periodically review the terms of use in order to be aware of any such modifications and your continued use shall be your acceptance of the updated terms of use.

The information and material on this website may be changed, withdrawn, or terminated at any time in our sole discretion without notice. We will not be liable if, for any reason, all or any part of the website is restricted to users or unavailable at any time or for any period.

PRIVACY POLICY

Introduction

At Sandpiper Group, we recognize that personal information is private and confidential and we are committed to protecting your privacy. This Privacy Policy outlines how we handle your personal information to protect your privacy.

Privacy Legislation

All organizations collecting, using or disclosing personal information in Canada in the course of commercial activities are required to comply with the *Personal Information Protection and Electronic Documents Act* ("PIPEDA") and any applicable "substantially similar" provincial legislation.

Personal Information

Personal information is any information about an identifiable individual.

Consent to Our Collection, Use and Disclosure of Personal Information

We collect personal information about you: (i) from subscription or application forms and other information provided by you or your advisor in writing, by telephone, in person, electronically or by other means; (ii) from your activity on the website and transactional activity in your accounts, including account balances, investments, withdrawals and fees/commissions; (iii) through your advisor, if you have one, and (iv) from other interactions with us, such as discussions with our staff. However, when you subscribe or contact us to consider subscribing for units in any Sandpiper Group partnership, we assume that we have your implied consent to our collection, use and disclosure of your personal information for the purposes of providing services to you,

your company or organization. However, at times we may ask for your express consent, either verbally or in writing. By providing your personal information to us, you agree that we may collect, use and disclose your personal information as outlined in this Privacy Policy.

Withholding or Withdrawal of Consent

You are not obligated to consent to our collection, use or disclosure of your personal information and may withdraw your consent to our collection, use and disclosure of your personal information at any time, subject to legal and/or contractual restrictions and upon reasonable notice. In some circumstances, legal requirements may prevent you from withholding or withdrawing consent. In addition, your decision to withhold or withdraw consent may also limit the products and services that we may provide to you and may require you to close your accounts with us.

You can ask us not to send email marketing communications to you by following the opt-out instructions in each communication or you may let us know by contacting us at admin@sandpipergroup.ca. If you prefer not to be contacted by other means, such as by regular mail or by phone, please provide those instructions to the member of staff or agent with whom you are dealing, or to our Privacy Officer, whose contact information is provided below. Please include your full name, address, telephone number and account number(s) on any correspondence to us.

Collection of Personal Information

Generally we collect your personal information directly from you when you are considering subscribing for units in the Sandpiper partnerships or at the start of or during the course of doing business with you. You agree that we may also obtain personal information about you from other sources, such as:

- other individuals within your company or organization whom you authorize to provide your personal information to us, where we are representing the company or organization;
- your insurance company or other financial institution with whom you have dealings;
- your legal counsel;
- from a government agency or registry; or
- your financial advisor or accountant.

Use of Personal Information

We use your personal information to identify you, to provide services to you, your company or organization, to issue invoices and to ensure that our records are accurate for third parties such as banks providing services to us and for limited partners holding units in the applicable Sandpiper Group partnership.

We may use your personal information to:

- execute your transactions;
- maintain, store, record and determine your account holdings and transaction records;
- verify previously given information;
- provide you and your representatives with account statements, tax receipts, financial statements, proxy mailings, transaction confirmations and any other information that may be requested or needed to service your investment;
- provide you with quality customer service and support;
- protect our interests, including recovering any debts you may owe us; and
- meet legal and regulatory requirements.

Disclosure of Personal Information

Generally, we do not disclose your personal information to third parties without your consent unless permitted or required by applicable law. There are some situations in which we may disclose your personal information without your consent. For example:

- when we are required or authorized by law to do so, for example if a court issues a subpoena;

- where it is necessary to establish or collect fees owed to us; or
- if the information is already in a public registry and the disclosure is directly related to the purposes for which it was recorded in the public registry.

In some cases, your consent will be implied. For example, if we are required to contact our insurers in connection with a claim that you have against us, we will assume that we have your implied consent to the disclosure of your personal information to the insurer.

If the Sandpiper Group or any part thereof or any Sandpiper Group partnership is sold or merged with another entity we will put contractual protections in place as permitted under applicable law to transfer your information to the successor entity in order to continue to provide services to you.

Lastly, from time to time we may transfer your personal information to any Sandpiper Group partnership's or the Sandpiper Group's service providers. Under PIPEDA, we remain accountable for all personal information that we transfer to a service provider. We will use contractual or other means to ensure that the third party service provider is bound by obligations regarding privacy that are consistent with this Policy and our obligations under PIPEDA. Examples of transfers to service providers would be situations in which we contract with third parties to provide us with services such as archival file storage or insurance.

Accuracy of Your Personal Information

It is important that the personal information that we have on file be accurate and up-to-date. If, during the course of your relationship with us, any of your personal information changes, please inform us so that we can make any necessary changes. We may also ask you from time to time whether your personal information is up-to-date.

Safeguards

Sandpiper Group uses various administrative and technological safeguards designed to ensure that your personal information is protected against loss, theft, misuse, unauthorized access, disclosure, copying or alteration. These include: security of our physical premises; security software and firewalls to prevent unauthorized computer access or "hacking"; and internal passwords that restrict access to our electronic files.

Access to your Personal Information

You have a right to challenge the accuracy and completeness of your personal information and to have it amended, as appropriate. You also have a right to request access to your personal information and receive an accounting of how that information has been used and disclosed, subject to certain exceptions prescribed by law. For example, if the requested information would reveal personal information about another individual, your access may be limited or denied. If your request for access is denied, Sandpiper Group will notify you in writing of the reason for the denial.

Website Privacy

Like most other organizations, we may monitor traffic patterns, site usage and related site information. Our website server will automatically collect IP addresses, and we may use a browser feature called a "cookie" to optimize your visit to our website. You may set your browser to turn cookies off during your use of any website and, in any event, when you close your browser, the cookie is deleted. We do not link your IP address or cookies to other personally identifiable information.

By accessing and browsing our website, you agree that we may collect, use and disclose any personal information collected about you through our website as described in this Policy.

Privacy Officer

If you have any questions or complaints about this Policy or the handling of your personal information, if you wish to withdraw your consent to our use of your personal information, or to request access to or update any information we have on file, please contact:

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Changes to this Privacy Policy

We may change this Privacy Policy from time to time. Any changes will be posted on our website at www.sandpipergroup.ca and will be made available upon request through your contact at Sandpiper Group. Please check from time to time to ensure you are aware of our current policy. This Privacy Policy was last updated on July 9, 2024.