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Currency Date: October 2023

# Privacy and Security Policy

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## Scope

### What is Personal Information?

Personal information refers to information that identifies you. The word “information” means personal, financial and other details about you that you, or someone you authorize, provide to us or we obtain from others within or outside the Company. Personal information includes your name, age, ID numbers, ethnicity, and health and financial information.

Personal Information does not include business contact information that is used solely for the purpose of communicating or facilitating communication with an individual in relation to his/her employment, business or profession, or publicly available information as defined by applicable privacy legislation.

### What Does It Apply to?

This Privacy Policy applies to the operations of EMJ Capital Ltd. in Canada. It applies regardless of how you choose to do business with us – over the phone, in person, through the internet, through your mobile device or through email.

### Who Does It Apply to?

The Policy applies to all individuals whose personal information we collect, including clients who are individuals, individuals carrying on business alone or in partnership with other individuals, signing officers of our business clients, and beneficiaries of clients to the extent that we collect, use or disclose their personal information.

### Changes to the Policy

We may amend our Privacy Policy from time to time and will post the revised Privacy Policy on our website. We will send notice of significant changes to individuals with whom we have a relationship who may be impacted by the change.

### Our Privacy Principles

The Privacy Policy outlines our privacy principles and informs you of the practices we have in place to manage personal information. We aim to respect and protect your privacy by following the key privacy principles below.

#### 1. Taking Accountability

We are accountable for the personal information under our control by establishing, training our staff in, and enforcing our privacy policies and procedures to promote compliance with these privacy principles.

## **2. Identifying for You the Purpose for Our Collection, Use, or Disclosure**

We inform you about the purposes for which we collect, use, and disclose your personal information and we collect, use, and disclose your personal information only for those purposes.

## **3. Obtaining Consent and Providing Choices**

We obtain your consent to collect, use, or disclose personal information and you may at any time revoke that consent, subject to legal and regulatory requirements. In some cases, we may not be able to provide certain services to you if you do not consent to our collection, use or disclosure of the required information to perform those services.

## **4. Limiting Collection**

We limit collection of your personal information to that which we determine is necessary for the purposes we identify for you.

## **5. Limiting Use and Disclosure**

We do not use or disclose your personal information for purposes other than those for which it was collected, except with your consent or as required by law enforcement, courts and regulatory authorities, and otherwise as required or permitted by applicable law.

**Service Providers:** We will not disclose any non-public personal information about investors who are individuals, except to our affiliates such as our affiliated pooled investment vehicles, investment advisers and general partners, and with nonaffiliated third parties for our everyday business purposes, such as to process your transactions, maintain your account(s), respond to court orders and legal investigations. Nonaffiliated third parties we share with can include our accountants, attorneys, administrators, transfer agents, custodians and broker-dealers.

Personal Information may be transferred (or otherwise made available) to third parties in Canada and the U.S. who provide services on EMJ's behalf. EMJ may use service providers to verify Personal Information (such as identity and bank account number), administer client accounts, send email or other communications, or manage and analyze data. In the event Personal Information is transferred to the U.S. or any other foreign jurisdiction, it will be subject to the laws of that jurisdiction and may be disclosed to or accessed by the courts, law enforcement and governmental authorities in accordance with those laws. Service providers are given the information they need to perform their designated functions and are not authorized to use or disclose Personal Information for their own marketing or other purposes.

**Legal/Compliance:** EMJ and its service providers may provide your non-public Personal Information in response to a search warrant or other legally valid inquiry or order, or to an investigative body in the case of a breach of an agreement or contravention of law, or as otherwise required by law. Personal Information may also be disclosed where necessary for the establishment, exercise or defence of legal claims and/or to investigate or prevent actual or suspected loss or harm to persons or property. In particular, your Social Insurance Number will be disclosed in order to comply with the Canada Revenue Agency's income reporting requirements and your identification and transaction information may be collected and disclosed in compliance with the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada).

**Sale of Business:** Personal Information may be transferred as an asset in connection with a merger or sale (including transfers made as part of insolvency or bankruptcy proceedings) involving all or part of EMJ's business or as part of a corporate reorganization or stock sale or other change in corporate control.

## **6. Retaining Information**

We have policies in place that govern the retention of your personal information, so we keep it only for as long as reasonably necessary to fulfill its intended purpose or to satisfy legal requirements. Your personal information may be kept in electronic format and stored electronically. To the extent permissible by applicable laws, your Personal Information may also be stored at data centres of our third-party service providers. EMJ restricts access to Personal Information on a need-to-know basis to employees and authorized service providers who require access to fulfil their job requirements. EMJ has record retention processes designed to retain Personal Information of its clients for no longer than necessary for the purposes stated above or to otherwise meet legal requirements (which may extend beyond the end of a client's relationship with EMJ).

When we no longer retain your personal information, we have procedures to securely destroy, dispose, delete, erase, or convert it to an anonymous form, in a manner that keeps it safe in the process.

## **7. Keeping Information Accurate**

We maintain your personal information in as accurate, complete, and up-to-date form as is needed for its use.

## **8. Protecting Information**

We maintain appropriate security safeguards to protect against unauthorized access, disclosure, copying, use or modification, theft, misuse, or loss of your personal information in our custody or control. These safeguards are appropriate to the sensitivity of the information.

We use certain third-party service providers who may have access to the information we collect or who collect information on our behalf.

Although we take steps to safeguard the information under our control, "perfect security" does not exist. In particular, we cannot guarantee the security of information communicated to us via email. It is possible that third parties may unlawfully intercept or access such information.

## **9. Maintaining Openness**

We make readily available to our clients, employees and agents information about our policies and procedures relating to our management of personal information.

## **10. Accessing or Correcting Information**

You have the right to access, update and correct inaccuracies in your Personal Information in EMJ's custody and control, subject to certain exceptions prescribed by law. You may request access to your Personal Information records and may request EMJ to update and correct any inaccuracies in your Personal Information that is in EMJ's custody or control by emailing or writing to EMJ at the contact information set out below. EMJ may request certain Personal Information for the purpose of verifying the identity of the individual seeking access to his or her Personal Information records.

Your request must be in writing and should be sent to our Privacy Officer at the contact information below.

## **Online Privacy Policy**

### **Scope**

This Privacy Policy specifically addresses the way in which we collect, use, disclose, and manage personal information in connection with our online, mobile and other digital channels and services. It should be read in conjunction with the Legal Notice and Terms of Use.

### **Your Consent**

Each time you use our online and electronic services, you are indicating your acknowledgment and consent to the collection, use and disclosure of your personal information as identified in this policy, which we may revise periodically without notice. We will let you know of any changes by posting the revised policy with a new effective date. If you do not accept the terms outlined in this policy, please do not use our online and electronic services.

### **What Personal Information Do We Collect**

We may collect personal information when you use our websites, subscribe to receive information, online and other electronic services (collectively, digital channels), including:

- Personal information you provide like account and contact information, including your name, email address, service preferences and any personal information disclosed to us in the content of your communications with us. Refer to your specific app for additional, applicable information.
- Financial information – that you provide to us at the time of account creation of an account
- Transactional data about your use of our products and services
- Mobile phone number
- Device–related information like:
  - Internet Protocol (IP) address – An IP address is a unique set of numbers assigned by Internet Service Providers (ISP) to all devices used to access the internet. While EMJ is not able to identify an individual using the IP address alone, in certain circumstances, it could be used to identify an individual using the site.
  - Mobile country code which is a three-digit number that indicates the country in which your mobile device is registered (for example, 302 is the mobile country code for Canada)
  - Geolocation (if enabled on your device) provides the approximate physical location of your device
  - Device ID which is a unique number that identifies your device
  - Make and model of your device
  - Operating system of your device

- Information about screen size of your device
- Date and time of your use of our app
- Browser data
- Software applications data
- Mobile device identification number (IMEI)
- Mobile Marketing ID (if enabled) such as AAID and IDFA
- Statistical information about how users interact with our digital channels, such as average time spent on a specific web page.
- Website use information, such as browsing behaviour on our websites and links, location you click, form data and downloads, as well as other data gathered from the use of web tools (for example, Cookies, Web Beacons, Tagging)
- Other information, such as any feedback you may provide us

### **For What Purposes Do We Use and Disclose Your Personal Information**

We may use or disclose this information collected online to:

- Verify your identity and authenticate you during online sessions
- Provide and manage the online products and services
- Provide you with services and offers compatible with your device and relevant to your region
- Determine eligibility of your device
- Protect against fraud, security threats, and otherwise manage risks
- Communicate with you regarding products and services that may be of interest, including displaying targeted and relevant advertising, and offering you special promotions
- Evaluate and improve our websites, online apps, and other electronic offerings
- Tailor our services and otherwise enhance the online customer experience to better meet your needs through digital channels
- Perform analytics and measure the effectiveness of our digital channels and services, including obtaining insight into how to improve the design, content and navigation of our digital channels
- Satisfy legal or regulatory requirements

### **Use of Web Tools**



We and our service providers may use various tracking tools, such as [Cookies, Pixel Tags and Web Beacons]. Through the use of cookies and other technologies, we can enhance your experience with improved design, personalized content that may be relevant to you, and effective navigation.

- **Cookies:** A Cookie is a string of data containing a unique identification number that our website sends to your computer's web browser. EMJ uses cookies and online tools, such as Google Analytics, to collect non-personal information to understand how people are using the Services and how EMJ can make them better. Most browsers and mobile devices offer their own settings to manage cookies. You can refuse or delete cookies. When you first visit our website, you will be presented with a banner which allows you to review the various category of cookies that are on our website and select which category of cookies you would like to accept. Additionally, you can refer to your browser's online help for further instruction and information on setting Cookie preferences.

If you do not accept any category of Cookies, you may continue to browse our websites; however, please be aware that certain features of our website may not function properly without Cookies. You should note that if you would like certain services, you will be required to accept the Cookies to maintain session integrity and enhanced security. Additional resources that may assist you in managing Cookies used for advertising include the Digital Advertising Alliance (DAA): <https://youradchoices.ca/>.

If you refuse a cookie when using the Services, or if you delete cookies, you may experience some inconvenience in your use of the Services. For example, you may not be able to sign in and access your account, or EMJ may not be able to recognize you, your device, or your online preferences.

- **Tagging:** Tagging software is customized code on our websites, designed to monitor user activity on our websites, to help us in presenting users with content relevant to their use of our website.
- **Web Beacons:** Web beacons are small and transparent images embedded in web pages and e-mail communications that, when combined with Cookies, help provide us with information about the use and effectiveness of a website or e-mail communication. As an example, we may include web beacons within e-mail communications to receive confirmation of receipt of an e-mail communication or clicks on links within our websites.
- **Online Authentication Process:** Upon registration for Investor Online, you will be asked to provide certain personal information and establish security questions. This information is used solely to verify your identity and will be cross-referenced against the information you provided to EMJ when you opened your account.

## **Your Choices**

- **EMAIL COMMUNICATIONS:** In order to ensure compliance with Canada's Anti-Spam Legislation, commercial electronic messages (including email marketing) will be based on an individual's consent. EMJ will request consent to send commercial electronic messages prior to sending commercial messages (including emails), unless we have an individual's implied consent through a pre-existing business relationship. We provide individuals with the ability to unsubscribe from receiving promotional emails from our company, and/or Partners and Associates. Upon establishing an Investor Online account, where available, you will be asked to choose your document delivery preferences. You will be sent

notification e-mails when documents are added to your Investor Online account. We will also send you e-mail alerts when you make changes on your Investor Online profile.

- **Voluntary Participation:** You may choose to enter your information to participate in online surveys, feedback, contests, or other activities we sponsor. We use this information for a number of purposes, such as assessing the performance of the website, or improving products and services, or identifying products and services that might interest you. This information will be used for the purposes outlined in the Privacy Policy. If you do not want your information used for the disclosed purposes, do not participate in these voluntary activities.
- **Educational webinars:** You may choose to enter your information to participate in online meetings, educational events that we sponsor. We use this information for a number of purposes, such as assessing the performance of the website, or improving products and services, or issuing continuing education credits. This information will be used for the purposes outlined in the Privacy Policy. The information you enter may be transmitted through or to our 3<sup>rd</sup> party providers of webinars. If you do not want your information used for the disclosed purposes, do not participate in these voluntary activities.

## **Safeguards**

### **Our Security Measures**

We take our responsibility to safeguard customer information very seriously. To protect certain communications between your computer and our servers, we use a technology solution called “Secure Sockets Layer” (SSL). SSL ensures that the information transmitted is encrypted. In addition, we use the concept of “defense in depth”, in our cybersecurity program that has many layers, from employee awareness to having firewalls at the very edge of our network.

### **Your Security Measures**

You are responsible for ensuring the security of your unique web login ID and password. You must avoid selecting an obvious password, such as a street address, date of birth, or telephone number and to change your password on a regular basis, in order to reduce the potential for unauthorized use. Any web login ID, password, or any other piece of information chosen by you or provided to you as part of EMJ’s security procedures, must be treated as confidential and personal to you, and you must not disclose it to any other person or entity.

Do not respond to text messages, pop-ups, emails, or other internet requests that ask you to reveal personal information about yourself or your account when using the Services. EMJ will never send you unsolicited messages or emails asking for your password, credit card, account numbers, etc. EMJ will never ask you to validate or restore your account or access to the Services through unsolicited messages or emails.

### **Third-Party Links**

For your convenience, the Services may provide links or pointers to third-party sites. You are subject to any terms and conditions of such third-party sites. Non-EMJ websites are not subject to EMJ's privacy policy or security standards.

## **Contact Us**

If you have any questions or concerns about our privacy practices, the privacy of your personal information, or you want to change your privacy preferences, please let us know. We are committed to helping resolve your questions or concerns.

### **Step 1: Voice your question or concern**

The best way to address the concern or question is to raise it with us as soon as it comes up by contacting us at:

Current or prospective investors: 416-897-9263

Before you begin, please be ready to have any supporting documents available. Please provide us with your full name, address, telephone number, and relevant account number(s) and provide enough detail to allow us to identify the information you want. For your own security and safety, never send your account numbers, user names, passwords, or any other personal information by email. If you are not satisfied with the answer or resolution provided in Step 1, please proceed to Step 2.

### **Step 2: Escalate your concern to the Privacy Officer**

You can escalate your concern in the following ways:

1. Ask the individual you are dealing with in Step 1 to escalate on your behalf.
2. Escalate the concern directly with the Privacy Officer, using the following contact information:

Chief Compliance Officer  
18 King Street East,  
Suite 1400  
Toronto, Ontario M5C 1C4 Canada  
privacy@emjcapital.ltd.

### **Step 3: Further Escalation**

If after contacting us you do not feel that your concern has been adequately addressed, you may wish to contact:

The Office of the Privacy Commissioner of Canada  
Call: 1-800-282-1376  
Visit: [www.priv.gc.ca](http://www.priv.gc.ca)

This policy was last updated October 2023.

We will occasionally update this Privacy Policy and revise the "last updated" date appearing above. When we are able to do so, we will generally notify affected individuals of material changes to the Privacy Policy which involve new or revised uses or disclosure of Personal Information that may not be reasonably expected by them at the time that they provide us with their Personal Information. However,

we encourage you to review our Privacy Policy from time-to-time in order to check for updates and refresh your understanding of our Personal Information handling policies and practices.