

Client Disclosure Statement

Purpose

This Client Disclosure Statement provides information about our firm, our services and our relationship with clients. We may update this Client Disclosure Statement from time to time and if there is a significant change to the information contained in this document, amendments will be made and disseminated as soon as possible. Otherwise, an updated version will be sent out annually.

Founded in 1990, Burgundy Asset Management Ltd. (**Burgundy, we, our or us**) is an asset management firm incorporated in Ontario, Canada. Burgundy provides discretionary investment management services to high-net worth private clients, and to institutional clients such as foundations, endowments, and pension funds. Burgundy is registered as a portfolio manager in each of the provinces in Canada and Yukon, and is also registered as an investment fund manager in Ontario, Quebec, Newfoundland and Labrador and Yukon. Burgundy uses its investment fund manager registration to manage and administer its proprietary pooled funds (the **Burgundy Funds**). Burgundy's principal securities regulator is the Ontario Securities Commission.

Our Relationship with You

When you become a client of Burgundy, you enter into an Investment Management Agreement (**IMA**) with us. The IMA governs your relationship with us and determines our approach to managing your account. Burgundy provides discretionary portfolio management and investment counselling services (**Services**) to you in accordance with your investment objectives and Investment Policy Statement (**IPS**) through the Burgundy Funds and other funds managed or offered by affiliates of Burgundy (collectively, **Funds**) or separately managed accounts (**Segregated Accounts**). Discretionary management means that you authorize Burgundy to make investment decisions on your behalf without your consent. Burgundy will work diligently to verify that all investments made on your behalf are suitable as determined by the information we have gathered from you, and will always put your interests first when providing Services to you or making investment decisions for you.

Know-Your Client Information and Suitability Assessments

Burgundy has an obligation to assess whether a purchase or sale of a security is suitable for you based on your particular circumstances, as well as to put your interests first in any investment action it takes on your behalf. To meet these obligations, the firm collects know-your-client (**KYC**) information from you. We take reasonable steps to establish and verify your identity. We must also ensure we have sufficient information regarding your personal circumstances, investment needs and objectives, financial circumstances, level of risk tolerance and risk capacity, investment knowledge, and investment time horizon in order to make suitable investment decisions on your behalf.

If you are an insider of a reporting issuer or other publicly traded entity, you must notify Burgundy if you wish for your portfolio to be restricted from investing in securities of the applicable entity. The fact that a client is an insider of an entity does not restrict Burgundy from investing in securities of that entity for other clients or the Burgundy Funds. It is your responsibility to submit any required regulatory filings as it pertains to your insider status.

As your discretionary investment manager, Burgundy has the authorization to make all investment decisions related to the management of your portfolio. In order for us to properly assess suitability, it is imperative that we are informed of any changes that could reasonably result in adjustments to the types of investments appropriate for you. Examples include changes to your income, investment objectives, risk profile (including your risk tolerance and risk capacity), time horizon, net worth, liquidity needs, or other changes to your personal circumstances or finances that could have an impact on your investments at Burgundy and/or your relationship with us. Prior to making investment decisions, Burgundy will consider this information and the risks associated with the investment under consideration. Furthermore, anti-money laundering laws and other regulations require us to collect additional identification and verification information about you from time to time.

Burgundy's Privacy Policy

Burgundy's Privacy and Cookie Policy (the **Privacy Policy**) outlines how the firm collects, uses, and discloses personal information about you and other individuals related to your account. Any personal information you provide to us is handled with care and in accordance with applicable laws and our Privacy Policy. Individuals who act on Burgundy's behalf (also referred to herein as **Burgundy personnel**) are also subject to professional and ethical obligations to maintain confidentiality of all information we receive when conducting our business. Our Privacy Policy is available upon request and is publicly accessible on our website.

Advising Clients

Burgundy's Portfolio Managers, Relationship Managers and Investment Counsellors are registered with provincial securities regulators in Canada as Advising Representatives, Associate Advising Representatives, or Advising Representatives – Client Relationship Management (**AR-CRM**). Under the terms and conditions of their registration, Relationship Managers registered as AR-CRMs can recommend Burgundy's model portfolios or Burgundy Funds (which are designed by Burgundy's Portfolio Managers, who are Advising Representatives). Additionally, they can make recommendations to you on appropriate asset allocations and can formulate investment policy statements. However, AR-CRMs can only direct trades in individual securities to implement asset allocation decisions or account rebalancing, or communicate regarding investments in individual securities, if consistent with advice previously given or approved by an Advising Representative. AR-CRMs are also restricted by the regulators from providing you with a buy, hold, or sell recommendation for individual securities, and from providing you with their own analysis of a given security. Portfolio Managers and Investment Counsellors registered as Associate Advising Representatives or Advising Representatives can perform the activities authorized under their category of registration, including providing advice about investment products and managing your portfolio, and are not subject to the same terms and conditions as AR-CRMs. All Associate Advising Representatives provide advice under the supervision of an Advising Representative. Burgundy shall be responsible to you and liable to you for any acts or omissions of its Portfolio Managers, Relationship Managers, and Investment Counsellors with regard to Burgundy's business. By continuing to deal with Burgundy, you accept that Burgundy will be responsible in this regard.

Other Relationships

In addition to providing Services to you, Burgundy acts as the manager, trustee, adviser, and sole distributor of the Burgundy Funds. In our discretion and subject to your IPS, Burgundy will invest your assets in the Burgundy Funds or in securities held in a Segregated Account. We have a fiduciary duty to you, our client, and to the Burgundy Funds. In all investment decisions, Burgundy will deal fairly, honestly and in good faith with our clients.

In November 2025, Burgundy was acquired by BMO Financial Group (the **Acquisition**). The Acquisition introduced new relationships, affiliations and arrangements that could reasonably be considered material under applicable securities laws. This Client Disclosure Statement includes a discussion of the implications of the Acquisition, including certain conflicts of interest that may arise as a result. Burgundy continues to operate as a separate line of business within BMO Financial Group, and we remain committed to managing and addressing all conflicts of interest in accordance with your best interests and applicable securities laws. See *“Conflicts of Interest – Related or Connected Issuers”*, *“Conflicts of Interest – Related Registrants”* and *“Conflicts of Interest – Additional Transactions with Affiliates”* below.

Custody of Your Assets

Burgundy does not custody client assets nor does it hold or have access to or authority to access client assets, except to the extent the firm is permitted to debit the fees owed to it from client accounts. For all Segregated Accounts, the client is responsible for appointing a custodian. To the extent Burgundy provides its clients with a list of currently cooperating custodians for reference, Burgundy will ensure that each custodian on the list is a Canadian custodian or otherwise a qualified custodian under the applicable regulations. Such custodian list is only for information purposes and there is no direction, referral, or affiliated relationship between these custodians and Burgundy, except that BMO Trust Company is an affiliate of Burgundy. All custodians are functionally independent of Burgundy.

Assets for each Burgundy Fund are held in designated trust accounts with a qualified Canadian custodian. As the Investment Fund Manager of the Burgundy Funds, Burgundy has appointed RBC Investor Services Trust as the custodian for the funds. RBC Investor Services Trust is an affiliate of a bank and trust company regulated by the Office of the Superintendent of Financial Institutions and is a qualified Canadian custodian under the definition in National Instrument 31-103 – *Registration Requirements, Exemptions and Ongoing Registrant Obligations*. RBC Investor Services Trust is not an affiliate of Burgundy.

Fees and Expenses

Fees

You agree to pay Burgundy an investment management fee (**Fee**) as set out in the IMA. If you are invested in certain mandates, the Fee may also include a performance fee. Burgundy will give you at least 60 days' notice of any increase in the Fee or the imposition of any additional fees. Fees are not charged to the Burgundy Funds directly by Burgundy.

Burgundy does not charge or receive any sales commissions for purchases of units of Burgundy Funds. In certain limited circumstances in which we determine that the size of an investor's purchase or redemption will have an impact on the Burgundy Fund or other investors in the Burgundy Fund, we may cause a Burgundy Fund to charge a fee to the client that is purchasing or redeeming units of the Burgundy Fund, in accordance with the Declaration of Trust that governs the funds (as described in more detail below under "*Redemptions/Purchases of the Burgundy Funds*").

Expenses

If Burgundy invests your portfolio in a Burgundy Fund, you will bear a proportionate share of the operating expenses and trading costs paid by that fund as outlined in the Declaration of Trust that governs the fund. These expenses may include brokerage, custody and safekeeping charges, along with legal, audit, regulatory, trustee, recordkeeping and administrative fees, as well as the fees and expenses associated with any independent review committee (**IRC**) established to review certain conflict of interest matters. Since the expenses are paid out of the Burgundy Fund's assets, which reduces the Burgundy Fund's net asset value, you are paying for the operating expenses indirectly, not directly. Burgundy allocates expenses based on relevant regulatory guidelines. Information about the operating expenses paid by the Burgundy Funds is included in their semi-annual and audited annual financial statements.

If Burgundy invests your portfolio on a separately managed basis, then you will be responsible for the payment of all operating expenses and trading costs associated with such investments, such as brokerage fees, commissions, expenses and custodial fees.

Burgundy does not bill for transactional charges; however, you may be subject to fees from other financial institutions when transferring your assets to or from Burgundy.

Impact

In general, the Fee you are charged by Burgundy, as well as any expenses you pay directly or bear indirectly in connection with your account as outlined above, lower what would otherwise be the investment returns you may earn from your investments.

The payment of fees and expenses also affects the return that could otherwise be earned on an account due to compounding interest. Compounding interest is a process by which interest is earned on the initial principal balance in an account and amounts earned on the principal balance. If interest earned on the principal balance is retained and reinvested into the account, it thereby generates incremental interest on the prior interest generated in the account. That is, compounding refers to generating earnings on previous earnings. The effect of paying fees or expenses in a client account is to reduce the principal balance of the account and/or the interest earned. Therefore, the effect of paying fees and expenses is the cost of the fees and expenses themselves, in addition to the opportunity cost of there being less principal in the account that is subject to the effects of compounding returns in the future.

Client Statements

Within 30 days of the end of each calendar quarter, Burgundy will provide you with an account statement, which includes information on the name and quantity of each security, the market value

of each security, the book cost of each security, any cash balances, and the total market value as at the end of the period. In addition, this account statement will include information on transactions completed during the period.

Burgundy also provides non-permitted clients¹ with an annual fee report and annual investment performance report as required by securities regulation.

Use of Benchmarks

Burgundy may supply you with information about certain benchmarks through statements or other communications which you can use to assess the performance of your portfolios. For some Burgundy Funds, we may select both a primary benchmark and a secondary benchmark. Each benchmark provided for a Burgundy Fund is an appropriate standard against which the performance of the fund can be measured over longer time periods. Each benchmark is an index or a blend of indices that represents the investment universe from which managers typically select securities. However, the Burgundy portfolio construction process is benchmark agnostic as Burgundy follows a bottom-up investment approach devoted to assessing the fundamentals and valuations of each individual company in which we invest. The selection of securities for inclusion in Burgundy Funds is not influenced by the composition of the benchmark(s). As such, Burgundy Fund performance deviations relative to a primary or secondary benchmark may be significant, particularly over shorter time periods. Upon request, Burgundy can provide you with information about the Burgundy Funds and their performance in relation to benchmarks other than the primary or secondary benchmark.

Redemptions/Purchases of the Burgundy Funds

To redeem all or part of your units from a Burgundy Fund, you must deliver to Burgundy (including by fax or email), in proper order, a written notice of your intention to redeem the investment.

Certain Burgundy Funds require a notice period of at least 90 days prior to the intended redemption date. This notice period may be waived by Burgundy, as trustee of the Burgundy Funds, in its sole discretion. For all other Burgundy Funds, the redemption notice must be received by Burgundy no later than 4:00 p.m. on the intended redemption date in order to receive the series net asset value per unit calculated on that valuation date. A completed redemption request received after that time, or on a day other than a valuation date for the relevant Burgundy Fund, will receive the series net asset value per unit calculated on the next valuation date of the fund.

As a result of a purchase or redemption of units of a Burgundy Fund, expenses may be incurred that materially impact the Burgundy Fund and other investors in the Burgundy Fund. These expenses may include, but are not limited to, brokerage fees, custodian transaction charges and other direct expenses, such as market impact cost. At Burgundy's discretion, for large redemptions and purchases that may have an impact on a Burgundy Fund, Burgundy may deliver securities from the

¹ As defined in National Instrument 31-103 – Registration Requirements, Exemptions and Ongoing Registrant Obligations

Burgundy Fund to the redeeming unitholder in payment of the redemption proceeds or may request that the unitholder deliver appropriate securities to the Burgundy Fund in payment of the purchase price. Any securities so delivered must be delivered in good order. They will be valued (for a redemption) at a value that equals the amount at which those securities were valued in calculating the applicable net asset value of the Burgundy Fund, and for a purchase, at a value that equals the amount at which those securities would have been valued if they were assets of the Burgundy Fund. Alternatively, Burgundy may charge the client a fee, payable to the relevant Burgundy Fund, in an amount that approximates these expenses.

Trusted Contact Person

In accordance with applicable securities laws, each individual Burgundy client is requested to designate a trusted contact person (**TCP**). By making this request we are complying with the obligation to take reasonable steps to obtain the name and contact information of a client's TCP, as well as the client's written consent for the firm and its representatives to contact the TCP in prescribed circumstances. You should designate someone who you trust, is mature, and could communicate and engage with us in conversations about your personal circumstances if we call them in the circumstances described below. We encourage you to select an individual who is not involved in making decisions about your account(s) (i.e. someone who is not already your legal representative). If you want to replace your TCP and appoint a new one, please contact us. By designating a new TCP, you will revoke all prior designations and we will rely on the most recent appointment in our files.

We cannot share private information about you without your permission, and we will not discuss the details of your account with your TCP (but may disclose the existence of it). By making the TCP appointment you allow Burgundy to contact and share information with the TCP in the event you cannot be reached after various attempts; we are concerned about your mental capacity as it relates to financial decision making; we need to know or confirm the identity and contact information of your legal representative (if any); we need to confirm your current contact information; or we are concerned that you might be subject to financial exploitation, which could include fraud, coercion or unauthorized transactions. The firm is not obligated in any circumstance to contact your TCP. Your TCP has no authority to instruct the firm unless he or she is also your legal representative (i.e. unless the TCP is also your guardian or attorney for property).

While we strongly encourage you to appoint a TCP, you can refuse to do so. In making your decision, please consider that the purpose of the TCP is to allow us to contact someone you have selected if we have concerns about your welfare. Without your permission, if a situation arises where the firm has concerns about your welfare, we will not have the option of trying to resolve these concerns by communicating them to the TCP. In the worst case, this could lead to a situation where the firm is obligated to stop or refuse transactions in, or place a temporary hold on, your account(s) while we take the steps necessary to meet and address our concerns.

Temporary Holds

Under applicable securities laws, Burgundy is permitted to place a temporary hold on all or a portion of the assets in your account in certain circumstances as described below. The decision to place a temporary hold will be made by us.

A temporary hold on the basis of financial exploitation may be appropriate in instances where we reasonably believe a client has become a vulnerable client and financial exploitation in respect of their account has occurred, is occurring, has been attempted, or may be attempted. A “vulnerable client” is a client who might have an illness, impairment, disability or aging-process limitation that places the client at risk of financial exploitation.

A temporary hold on the basis of a lack of mental capacity may be appropriate in instances where we reasonably believe that a client no longer has the mental capacity to make decisions involving financial matters. There may be other circumstances under which a temporary hold can be placed on an account.

If a temporary hold is placed on your account, or on some or all of the assets in your account, we will provide you with prompt written notice of the temporary hold and the reasons for such hold. We will then notify you when the temporary hold has been terminated. Within 30 days of placing a temporary hold (and unless the hold has been previously terminated), and within every subsequent 30-day period, we will be required to terminate the temporary hold or to provide you with notice of our decision not to terminate the hold and the reasons for that decision.

Conflicts of Interest

Under applicable Canadian securities laws, Burgundy is required to address and manage existing, as well as reasonably foreseeable, material conflicts in the best interest of its clients. A conflict of interest can include any circumstance where:

- (a) the interests of different parties, such as the interests of the firm and those of a client, are inconsistent or divergent;
- (b) the firm or one of its registered representatives may be influenced to put their interests ahead of a client’s interests; or
- (c) monetary or non-monetary benefits available to the firm or a registered representative, or potential detriments to which they may be subject, may compromise the trust that a reasonable client has in the firm or the individual.

Whether a conflict is “material” or not depends on the circumstances. In determining whether a conflict is material, Burgundy will typically consider whether the conflict may be reasonably expected to affect the decisions of the client in the circumstances, and/or the recommendations or decisions of the firm or its registered representatives in the circumstances.

Burgundy and its personnel are cognizant of the responsibility to always act in your best interests. We administer a comprehensive set of policies and procedures designed to address a variety of conflicts and formalize these policies and procedures, providing firm-wide training as it relates to compliance issues, carrying out annual reviews, identifying and reporting material conflicts of

interest, and fostering a culture of compliance at Burgundy. Burgundy is responsible for supervising the conduct of all Burgundy personnel to ensure compliance with our policies and procedures and applicable securities laws, including in relation to conflicts of interest. Where a material conflict of interest between a client and Burgundy or Burgundy personnel cannot be addressed in the best interest of the client, it will be avoided.

On an annual basis, all Burgundy personnel are required to sign an attestation that they will continue to abide by the company's Code of Conduct as a condition of their engagement with Burgundy. The Code of Conduct's objective is to ensure that Burgundy personnel understand and abide by the principles of Burgundy's policies and avoid situations involving material conflicts that cannot be adequately addressed. In the event of a material conflict situation, unless the conflict is avoided, Burgundy will ensure that prompt action is taken to disclose the conflict and address the issue in an appropriate manner given the circumstances at the time.

The following describes the material potential or actual conflicts of interest that are faced by the firm and its personnel:

Post-Acquisition Sale Proceeds

In connection with the Acquisition, certain Burgundy personnel may be entitled to receive proceeds, including a holdback to be paid subject to Burgundy maintaining certain assets under management for a period following closing. An earn-out component may also be paid in the future based on the achievement of certain growth targets.

This arrangement could give rise to an actual or perceived conflict of interest, as individuals eligible for such share proceeds will have a financial incentive to encourage clients to remain invested with Burgundy. However, the potential for additional share proceeds beyond those that were payable at closing of the Acquisition does not change our fiduciary duty to you, and we will continue to act in your best interests. We will continue to be governed by and adhere to policies and procedures that help manage this conflict. Investment discretion will be exercised based on your personalized IPS, regular suitability reviews, and objective criteria.

Proprietary Products

Burgundy does not itself issue securities or other assets that would be included in your portfolio.

The Funds are proprietary products and connected issuers of Burgundy or its affiliates as defined under applicable securities laws (and as further discussed below), because the firm or an affiliate acts as the manager, trustee and/or portfolio adviser of each Fund.

The Canadian Securities Administrators (**CSA**) have noted in respect of proprietary products that a material conflict of interest exists between a registered firm's incentive to distribute securities of its proprietary products (i.e. units of the Funds) to its clients and the firm's general obligations to its clients, including its KYC, know-your-product (**KYP**) and suitability obligations, as well as its duty to deal fairly, honestly and in good faith. The extent of this conflict in respect of Burgundy may be viewed as significant because we do not generally consider the larger market of non-proprietary investment funds or whether those non-proprietary investment funds would be better, worse or equal to the Funds in meeting your investment needs and objectives.

The CSA have also noted that the nature of this specific conflict of interest gives rise to inconsistent, competing or divergent interests, which may make it difficult for a registered firm to fulfil its duties to investors objectively, and which may cause the registered firm to:

- fail to disclose or provide inadequate disclosure to investors about proprietary products where there is negative information, resulting in investors taking on more risk than they could bear or more risk than they wish to bear;
- be financially dependent on the proprietary product, creating an incentive to distribute an unsuitable product;
- inadequately disclose significant fees and charges paid to connected issuers, in some instances for little or no apparent services performed, resulting in investors not understanding the costs associated with their investment; and
- not adequately monitor whether connected issuers are using the proceeds raised from their distributions for purposes other than those stated in their offering or marketing materials.

Despite the potential for conflicts, Burgundy views the Funds as generally offering certain advantages, such as diversification or potential tax efficiencies. Some clients may choose, in their discretion, to invest with Burgundy via a Segregated Account, one or more Burgundy Funds, or a mix of both a Segregated Account and Burgundy Funds, either of which may hold securities of various Funds. Any recommendations by Burgundy in this respect are made in the clients' best interest and are made on a fee-neutral basis (i.e. fees are the same for Funds and for Segregated Accounts), taking into account a client's specific needs, restrictions and assets held outside of Burgundy. As well, since registered Burgundy personnel only offer proprietary funds, they do not have the conflicts of interest that may exist if they had the ability to also offer third-party products and receive compensation in respect of those products. As such, they are not incentivized to distribute Funds to you over some other alternative.

Other Proprietary Products

In the course of providing Services to you, in addition to the Burgundy Funds, there may be a number of investment products managed or offered by companies associated or affiliated with Burgundy (together with the Funds, **Proprietary Products**) that we consider to be suitable for you. Proprietary Products may include, but are not limited to, investment funds, pooled funds, alternative investments, deposits, or structured products.

Burgundy's investment mandates can include non-proprietary products, however where an investment mandate includes a fund, it will generally be a Proprietary Product. The Proprietary Products and any non-proprietary products considered potentially appropriate for your account are subject to the same due diligence, selection and ongoing monitoring processes. We will determine that investing in any Proprietary Product, and as appropriate, any non-proprietary product, is suitable for you, puts your interests first, and is guided by your IPS. Our Investment Counsellors are compensated based on a salary and an annual discretionary bonus, which do not incentivize them to invest your assets in mandates holding Proprietary Products over other mandates.

In addition to disclosing this conflict of interest to you and highlighting the risks it presents, the firm manages the conflicts inherent in recommending and investing clients accounts in Proprietary Products by completing a KYC and suitability process to ensure that the level of investment made by

a client in a given Proprietary Product is suitable for the client. Additionally, the firm's policies and procedures are designed to ensure Burgundy acts honestly and fairly, and require it to monitor its available products on an ongoing basis in respect to various metrics, including actual versus expected performance, risk / volatility and continued client suitability.

Related or Connected Issuers

As an adviser, Burgundy may invest, or advise as to a potential securities investment, in securities of another connected issuer or a related issuer.

A **related issuer** is a person or company that influences or is influenced by another person or company through direct or indirect voting ownership or control. A **connected issuer** is an issuer of securities that has a relationship with Burgundy that, in connection with the distribution of securities of the issuer, is material to a prospective purchaser of the securities. If such a relationship exists, the relationship may be material if it is likely that reasonable prospective purchasers would consider it important under the circumstances to their decision to purchase. As stated above, we consider the Funds to be connected issuers. This may create a conflict of interest since there is a potential risk that Burgundy or Burgundy personnel put their interests, or the interests of related or connected issuers, ahead of client interests when advising or making decisions with respect to the securities of such issuers.

The Funds may invest in, and Burgundy may invest the Burgundy Funds and the assets in your Segregated Account in, securities issued by affiliates, including but not limited to BMO common stock or fixed income securities. Any investment in these securities will be subject to IRC approval in the case of the Burgundy Funds, or your prior approval in the case of your Segregated Account. We may also advise you or exercise discretion on your behalf with respect to securities issued by a connected issuer to an affiliate, such as an issuer deemed to be a connected issuer because one or more affiliates is a member of the underwriting group for a new issue of securities of the issuer. Where we advise you with respect to the purchase or sale of securities of such a connected issuer, we will notify you of our relationship with the issuer when giving you the advice.

Before advising in respect of the purchase or sale of securities of a Proprietary Product or connected issuer, we are required to inform our clients of the relationship or connection between us and the issuer of the securities. The foregoing serves as our notice to clients to this effect.

In addition to providing disclosure, we address these conflicts of interest by (i) compensating Investment Counsellors based on salary and an annual discretionary bonus without incentive to make investments on your behalf in securities issued by a related or connected party over other securities; (ii) evaluating recommendations and investments in securities of related and connected issuers in the same manner as securities issued by an unrelated third party; and (iii) reviewing your account for adherence to your IPS and IMA on a regular basis.

Clients of Burgundy may be entities that issue securities (public companies) or may be related to such an entity (for example a pension plan of a public company) (**Issuer Clients**). From time to time, Burgundy may cause your portfolio and the Burgundy Funds to invest in securities of an Issuer Client. Burgundy will only make such an investment decision when it considers the investment to be in the best interest of your portfolio or the Burgundy Fund(s) and will make the decision independently from considerations related to the fact that the issuer of the securities is an Issuer

Client. Under applicable securities laws, there may be certain restrictions on trading activities in the securities of Issuer Clients because of Burgundy's relationship with the Issuer Client, depending on the level of knowledge that Burgundy has about the Issuer Client. Burgundy is prohibited by applicable securities laws from trading in a security if it is aware of material undisclosed information in respect of the issuer.

Related Registrants

A **related registrant** is a registered adviser or dealer under securities legislation that has a principal shareholder, director or officer that is a principal shareholder, director or officer of Burgundy. As a result of the Acquisition, certain members of BMO Financial Group are considered related registrants to Burgundy and we may be incentivized to use their services or make client referrals to them. We address these conflicts of interest by continuing to be guided by your IPS when making investment decisions on your behalf. We ensure that the suitability of positions in your account is reviewed on an initial and ongoing basis, in accordance with your account agreement. See also "*Transactions with Affiliates*" and "*Referral Arrangements*" in this Client Disclosure Statement.

Bank of Montreal either directly or indirectly through its subsidiaries, controls, and certain directors and officers of Burgundy may also be directors or officers of one or more of, the following Canadian registrants or regulated entities: BMO Asset Management Inc.; BMO Private Investment Counsel Inc.; BMO Nesbitt Burns Inc.; BMO Investments Inc.; BMO InvestorLine Inc.; BMO Life Assurance Company; and BMO Insurance Solutions Inc.

Expense Allocation

The firm may be seen to have a material conflict of interest when determining whether certain expenses should be allocated to the firm or to a Burgundy Fund. It could be in Burgundy's interest to allocate expenses to the Burgundy Funds rather than to the firm itself, as expenses allocated to the funds are indirectly borne by its unitholders rather than by the firm. The amount of expenses charged to a Burgundy Fund has a direct impact on its management expense ratio and will reduce the fund's potential investment return to its unitholders. The extent of this conflict may be viewed as significant as we manage and are required to make these expense allocation determinations in respect of a number of Burgundy Funds.

Burgundy has a duty to make sure that expenses are allocated to itself or to the relevant Burgundy Fund in a fair, accurate and appropriate manner and in accordance with the requirements of applicable Canadian securities laws. Similarly, Burgundy's expense allocation practices must be consistent with the terms of the agreements governing the relevant Burgundy Fund and, as the case may be, the disclosure of such terms in the relevant fund's offering documents.

To address this potential conflict of interest, Burgundy has adopted an expense allocation policy and makes its expense allocation determinations in accordance with the policy. In accordance with the policy, Burgundy personnel monitor fund expense accruals are monitored against actual fund expenses on a semi-annual basis. Further, the Burgundy Funds are also subject to an external independent auditor's review annually.

Personal Trading

Personal trading in securities by Burgundy personnel presents a material conflict of interest and the extent of this conflict can be significant as the firm has a number of registered and unregistered individuals with access to trading information. The potential impact and risk of this conflict is that Burgundy personnel may attempt to take advantage of their knowledge of confidential client trading information or their position with Burgundy to profit unfairly. The purpose of monitoring and restricting personal trading is to help minimize the risks posed by personal trading, which include the wrongful use of confidential client trading information, self-dealing, front-running, as well as other potential abusive practices.

Burgundy has implemented a comprehensive personal trading policy designed to eliminate these conflicts of interest that could arise if Burgundy personnel were permitted to trade in their own accounts (or those over which they have influence) the same securities which are held by Burgundy for its clients, including those held by the Burgundy Funds. Generally, Burgundy personnel are not permitted to purchase an individual security, or allowed to trade a security, until all client trades in that security are completed. All Burgundy personnel are considered access persons, and as such, must obtain prior written approval for any security trade they would like to execute in any personal account or an account where they are deemed to have a beneficial interest (unless such accounts are exempt from disclosure). Appropriate blackout periods are invoked as a standard practice. In addition, a blackout period may also be invoked for any security in which Burgundy may have an interest, or is following closely, at our discretion.

Burgundy personnel with external personal trading accounts that are not exempt from disclosure must submit to Burgundy a copy of their brokerage statements for all such accounts where they are deemed to have a beneficial interest. Statements are verified against any trading requests submitted to ensure compliance.

Allocation of Investment Opportunities

Allocating investment opportunities can present a material conflict of interest when, for example, the investment opportunity is attractive but the amount of securities available for purchase is not sufficient to meet what would otherwise be the overall demand in respect of the opportunity. As Burgundy is the discretionary investment manager for numerous clients as well the Burgundy Funds, the extent of the conflicts may be significant, and the potential exists for the firm to favour certain clients and/or Burgundy Funds over others in the allocation of an attractive investment opportunity.

Burgundy expressly recognizes the absolute need for fairness in the allocation of investment opportunities among the investment accounts that Burgundy manages or may manage in the future. In addition to the personal trading policy, which governs all Burgundy personnel's personal investment activities, Burgundy is compliant with securities legislation and the CFA Institute – Standards of Practice Guidance on Fair Dealing. Under Burgundy's policy governing the allocation of investment opportunities, each of the firm's Portfolio Managers, Relationship Managers and Investment Counsellors shall:

- ensure they deal fairly in the allocation of investment opportunities among all eligible clients;
- always have a reasonable and adequate basis for investment recommendations made to clients, supported by appropriate research and investigation;

- exercise diligence, thoroughness and independent professional judgment in making any recommendations to clients and in taking investment action for them;
- allocate the opportunity to all eligible accounts on an equitable pro rata basis in the event of limited availability of any particular security, such as an initial public offering, or in the event of a limited market for any particular security, having regard to such factors as Burgundy considers relevant in the circumstances;
- ensure that any trades done on a bulk basis or in respect of an initial public offering are allocated among clients accounts fairly and equitably; and
- seek best execution with respect to brokerage transactions, taking into consideration both the ease and timeliness of the trade and the cost of such execution.

Our goal is to have the highest degree of commonality possible among our clients' portfolios, which have similar investment mandates, guidelines and performance standards, to ensure that all clients are treated fairly and equitably.

Acting as Underwriter

For securities that we recommend or purchase on your behalf within a Burgundy Fund or your Segregated Account, an affiliate of Burgundy may provide advice or act as underwriter to the issuer and receive fees and material non-public information from the issuer. In the course of distribution, securities purchased within a Fund or your Segregated Account may be purchased from a connected party to us, including a member of BMO Financial Group that acts as a member of the underwriting group during the distribution for a new issue of securities. We may also be perceived to be financially motivated to purchase or advise on securities for which our affiliate is receiving other fees from the issuer. To address this material conflict of interest, BMO Financial Group separates its institutional corporate finance business, which provides services to the issuer, from Burgundy, as required by applicable securities laws, and has procedures in place to prevent or manage material non-public information held by one business from being disclosed to another. See also "*Related and Connected Issuers*" above.

Derivatives Transactions with a Related Party

We may enter into over-the-counter (**OTC**) derivative transactions with a related party, being an affiliate of Burgundy, for: physically-settled foreign currency forward contracts or foreign exchange spot transactions (**FX Transactions**); or cash-settled OTC derivative transactions which reference market prices of bonds or equity securities (**Cash-Settled OTC Derivatives Transactions**). Any such transactions will be entered into on terms that are no less favourable than the terms available from an arm's length counterparty.

Principal Trading

In certain instances, debt securities purchased for you within a Fund or your Segregated Account may be bought from a party affiliated or associated with us. A party is affiliated or associated with us if Burgundy or an affiliate of Burgundy beneficially owns, directly or indirectly, securities carrying more than 10% of the voting rights of the party.

These relationships may create a conflict of interest since there is the potential that we will put the interests of Burgundy or the affiliate of Burgundy ahead of yours when making such trades. We have

addressed this conflict by adopting policies and procedures designed to consider factors including the available bid-ask prices. In addition, where the trade is made by a Burgundy Fund, it must obtain the approval of the Burgundy Funds' IRC and comply with the terms of any standing instructions from the IRC regarding the transaction. Where the trade is proposed to be made for your Segregated Account, we must obtain your approval prior to proceeding.

Cross Trading Securities and In-Kind Transactions

Cross trades may give rise to conflicts of interest as Burgundy is responsible for determining the price for both sides of the trade, and the terms of the trade could potentially benefit one account to the detriment of the other. Under Canadian securities laws, it is prohibited for Burgundy to cross trade securities between a client account and a Burgundy Fund or between two separate Burgundy Funds. It is also prohibited to purchase or redeem units of the Burgundy Funds "in kind" (i.e. the transfer of securities from a client's account to purchase units of a fund, or the transfer of securities from a fund to the client's account to redeem the client's investment in the fund). Burgundy has obtained an exemption from the securities regulators to engage in cross trading and in-kind transactions, subject to certain conditions. The security being transferred must meet the investment criteria of your portfolio or the Burgundy Fund that is receiving the security. In addition, Burgundy will only engage in cross trades involving a Burgundy Fund where it has obtained the approval of the Burgundy Funds' IRC and complies with the terms of any standing instructions from the IRC regarding the transaction.

Relationship with Other Issuers

Affiliates of Burgundy have a variety of relationships with unrelated issuers, such as acting as commercial lenders and underwriters to these issuers. Burgundy may be perceived to be financially motivated to include the securities of these issuers in our investment portfolios, so that Burgundy and its affiliates as a whole may benefit. To address this, these business functions are kept separate from Burgundy, as required by applicable securities laws, and procedures are in place to prevent or manage material non-public information held by one business from being disclosed to another. Our compensation arrangements are designed so that Burgundy personnel are not incentivized to buy or recommend these securities over other securities. See also *"Acting as Underwriter"*.

Additional Transactions with Affiliates

As a result of the Acquisition, Burgundy is a wholly owned subsidiary of the Bank of Montreal and a member of BMO Financial Group. As stated above, Burgundy continues to operate as a separate line of business within BMO Financial Group. However, in the course of providing Services to you, we may enter into transactions with other members of BMO Financial Group other than those described elsewhere in this Client Disclosure Statement. We may also earn revenue from our affiliates, which may be seen as involving a conflict of interest or potential conflict of interest. In these situations, we may be perceived to be financially motivated to encourage you to enter into transactions involving other members of BMO Financial Group. We have adopted policies and procedures to identify and manage these conflicts to ensure we continue to always act in your best interests, and we will only enter into these transactions where they are permitted under applicable securities laws and our policies.

The Burgundy Funds may engage a Burgundy affiliate to act as trustee, portfolio adviser or sub-adviser, which means these affiliates may, in the future, earn fees from providing services to the

Burgundy Funds. This can result in a conflict of interest as such service providers could be selected or maintained due to being an affiliate. However, all service provider agreements are competitively sourced and are subject to our outsourcing policy. We do not anticipate any changes to significant service providers in the short to medium term in connection with the Acquisition.

Subject to the foregoing, and without limitation, we may obtain or provide management, administrative, referral and/or other services to or from the following affiliates: Bank of Montreal; BMO Asset Management Inc.; BMO Private Investment Counsel Inc.; BMO Asset Management Corp.; BMO Capital Markets Corp.; BMO Capital Markets Limited; BMO Financial Advisors Inc.; BMO Nesbitt Burns Inc.; BMO Estate Insurance Advisory Services Inc.; BMO Investments Inc.; BMO InvestorLine Inc.; BMO Nesbitt Burns Securities Ltd. and BMO Trust Company.

Use of Client Brokerage Commissions (Soft Dollars) and Best Execution

Burgundy does not use brokerage commissions for the payment of portfolio management systems, trading systems or databases of any kind and we do not accept client-directed brokerage arrangements. We believe this allows for more efficient trading and lower commission costs for all our clients.

Burgundy does not utilize soft dollar arrangements. The only types of goods and services paid for through commission dollars are order execution services, such as trade execution. We have negotiated competitive trading commissions, and execute transactions at execution-only rates, with our selected brokers. Any external broker research consumed, corporate access provided, or any other services above and beyond the trade execution services provided by brokers, is paid for directly by Burgundy and a hard-dollar cheque is sent to brokers based on the services rendered.

Due to the nature of the fixed income market, goods or services (including access to meetings with company management, access to research conferences, and order execution services) were provided in exchange for brokerage commissions that are embedded in the price paid for fixed income securities. Upon request, Burgundy will provide the names of any dealers that provided research goods or services to Burgundy during the past year.

Burgundy has implemented policies and procedures to ensure that trades are directed to brokers based on their execution quality and not on any collateral benefits to Burgundy or Burgundy personnel. Burgundy will consider a number of factors in seeking to obtain best execution. These may include price, costs, speed, likelihood of execution and settlement, size, and the nature of the trade, among other considerations. The relative importance of these factors will be determined by considering the characteristics of the portfolio manager's order, the requirements or portfolio objectives of a particular client, the characteristics of the financial instruments that are subject to that order, and the characteristics of the counterparties and execution venues to which that order can be directed.

Performance Fees and Side-By-Side Management

Burgundy may enter into a performance fee arrangement with some of its clients. Side-by-side management refers to the simultaneous management of multiple types of client accounts. A conflict of interest may exist when the Burgundy personnel responsible for accounts that are charged a base asset management fee are also responsible for other accounts that are charged a performance fee,

since there may be incentive to invest a client's assets in a Fund that has a performance fee in order to earn more revenue. To address this conflict, Burgundy's Relationship Managers and Investment Counsellors recommend products based on a variety of factors including, but not limited to, the client's investment needs and objectives, level of risk tolerance and risk capacity. See also "*Know-Your Client Information and Suitability Assessments*" on page 1 for more information.

Burgundy has a comprehensive set of policies and procedures designed to address a variety of conflicts that may arise from managing multiple accounts on a side-by-side basis, including conflicts that may arise from the purchase or sale of the same securities for more than one client and transactions between clients. Generally, Burgundy buys and sells securities in blocks for all clients' portfolios (i.e., all clients are purchasing or selling simultaneously). In the process of creating or adding to a position, or reducing or eliminating a position, it is Burgundy's practice to pro-rate the transaction across all the portfolios that are participating in the trade.

Gifts & Entertainment

The acceptance and provision of gifts or entertainment can result in or be perceived as a conflict of interest. Acceptance of gifts could compromise the independence or objectivity of Burgundy or Burgundy personnel or otherwise influence decision making. Provision of gifts by Burgundy to clients, prospects, vendors, or others could cause such recipients to feel beholden to Burgundy. Burgundy limits the acceptance of gifts and entertainment in a manner that is consistent with the CFA Institute guidelines. Burgundy does not allow Burgundy personnel to accept or solicit gifts or entertainment that could reasonably be expected to compromise the person's independence or objectivity, or to provide or offer gifts or entertainment, above a prescribed limit unless explicitly approved or excepted in advance.

Directorships and Outside Activities

Certain activities, interests or associations outside the firm may create a conflict between the personal interests of the Burgundy personnel engaging in the activity and the interests of Burgundy and our clients, as they may result in the individual putting an outside organization's interest ahead of their client's interests. Burgundy has implemented a notification and pre-approval process to restrict participation by Burgundy personnel in any outside activity that would interfere or give the appearance of interfering with their ability to act in the best interests of, or discharge their duties to, Burgundy and our clients. Burgundy personnel cannot hold a position on a board where the position involves making investment decisions for the entity if Burgundy manages the assets for that entity. If any Burgundy personnel serve as a director of a publicly traded company, Burgundy's ability to trade in the security will be limited. Therefore, Burgundy generally restricts this activity for Burgundy personnel.

Referral Arrangements

We may enter into arrangements where we receive or pay a referral fee for referring you to an affiliate of Burgundy. Burgundy does not currently intend to enter into referral arrangements with unaffiliated persons.

A conflict of interest may arise when paid referral arrangements influence Burgundy or Burgundy personnel to put their interests in growing the business or receiving referral fee revenue ahead of

your interests. As required by applicable securities laws, the terms of any referral arrangement impacting you will be set out in writing, you will be provided with disclosure of the arrangement and, prior to the referral, we will satisfy ourselves that the other party has the appropriate qualifications to provide the specific services to you. Disclosure of the arrangement will include the name of each party, the purpose and material terms of the arrangement, and the method of calculating the referral fee, among other information.

Prior to entering into a referral arrangement, we will have policies and procedures in place to ensure the referral fees paid or received are appropriate and do not encourage undue incentives. You will not pay any additional charges and fees in connection with such referrals and will not be obligated to purchase any product or service in connection with a referral. Referred and non-referred clients will be treated equally, and all investment management activities will continue to be performed by registered personnel subject to regulatory requirements and oversight.

Vendor Relationships

From time to time, the principals of vendors with whom Burgundy has third-party agreements may be Burgundy clients or prospects. This can result in a conflict of interest as such vendors could be given preferential treatment as Burgundy clients, or could be selected or maintained as a vendor in exchange for becoming a firm client. However, all third-party agreements are competitively sourced and are subject to our outsourcing policy, and at no time will any third-party vendor, or their principals, be involved in the investment management or decision-making process for your account at Burgundy. All Burgundy clients, including any associated with a third-party vendor that has a relationship with Burgundy, are governed by Burgundy's IMA, and Burgundy's conduct is governed by applicable law and our policies, and as such, no client or prospect is given preferential treatment as compared to any other client at Burgundy.

Risk of Borrowing

Burgundy does not lend money, extend credit, or provide margin to our clients. If you use borrowed money to finance any part of the assets provided to us for investment, it is important to note that there is a greater risk associated with using borrowed money to finance the purchase of securities than there is 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, and the market value of the invested assets could decline and be less than the principal amount of the loan. Moreover, if you borrow from an affiliate of Burgundy, it may earn revenue from the investment and/or the lending activity itself. To address this conflict of interest, we have policies and procedures in place to advise you of these risks and conduct an appropriate level of due diligence when a "borrow to invest" strategy is recommended to you, or a member of Burgundy becomes aware of your use of such a strategy. We will also provide you with disclosure of the potential risks and costs associated with borrowing money to invest where required.

Common Risks of Investing

Generally, there is a strong relationship between the amount of risk associated with a particular investment and its potential to increase or decrease in value in the long term. Risks can vary depending on the type of investment.

To the extent that your portfolio is invested in Funds, your portfolio will bear the risks of each Fund in proportion to its investment in that Fund.

Certain jurisdictions will have a greater level of the risk types mentioned below as a result of factors such as volatility, economic and political conditions, regulatory regime type, unique market conditions, government type and level of involvement/interference in the economic landscape, and relationship of the jurisdiction with the broader international community.

Capitalization Risk

Market capitalization refers to the total dollar market value of a company's outstanding shares. Generally, securities of companies with smaller capitalizations involve greater risks as they are more volatile, less liquid, and more likely to be adversely affected by poor economic or market conditions than those of larger companies. Companies with smaller capitalizations may also have limited resources, including limited access to funds, and unproven management. They may also have fewer shares outstanding, so a sale or purchase of shares will have a greater impact on the share price.

Concentration Risk

Investments in a relatively small number of specific geographic regions or countries, or in a small number of securities or certain industry sectors, involve a greater risk as the value of the portfolio is likely to vary more in response to changes in these regions or countries and in response to changes in the market value of these individual securities or industry sectors.

Convertible Securities

Your portfolio may invest in convertible securities (preferred shares, debt instruments and other securities convertible into common stocks) that may offer higher income than the post-conversion common shares. Convertible securities generally offer lower yields than non-convertible debt securities of similar quality and their prices may reflect changes in the value of the underlying common shares. In addition, convertible securities with longer maturities tend to be more sensitive to changes in interest rates and experience higher price volatility than convertible securities with shorter maturities. As a general rule, convertible securities entail less risk and less potential for appreciation in value than common shares.

Credit Risk

There is a risk that the issuer of a fixed-income security may default and be unable to make timely principal and interest payments on a security. These securities may include lower-rated corporate debt securities or debt securities that are at a greater risk of default. As a general rule, money market instrument issuers have lower credit risk than other fixed-income securities issuers.

Cyber Security Risk

Cybersecurity risks may impact issuers of securities in which a Fund or portfolio invests, which may cause the investments in such issuers to lose value. A cybersecurity breach can result from deliberate attacks or unintentional events. Additional material cybersecurity risks may exist for issuers whose staff are working in ad hoc remote working environments. Cybersecurity breaches or losses of service may cause an issuer to suffer losses, including the loss of proprietary information, or to suffer data corruption or lose operational capacity, all of which, in turn, could cause the issuer to incur regulatory penalties, loss of consumer confidence or other reputational damage, and additional compliance costs associated with corrective measures and/or financial loss.

Burgundy as a firm, and the Funds themselves, also face the above cybersecurity risks despite the firm maintaining cybersecurity policies and procedures that are designed to prevent, limit and/or respond to potential cybersecurity incidents.

Derivative Risk

In order to reduce the risks associated with other investments or to help offset losses on other investments in your portfolio, Burgundy may invest in derivatives for hedging purposes. In particular, Burgundy may use derivatives to hedge foreign currency exposure against fluctuations in the value of foreign currency. There is no guarantee that the use of derivatives for hedging will be effective as there may be an imperfect correlation between the behaviour of the derivative instrument and the exposure being hedged. While hedging can protect from losses, it can also prevent your portfolio from participating in potential gains due to changes in the underlying exposure.

Instead of buying the securities directly, Burgundy may also use derivatives to gain exposure to individual securities or markets in order to help achieve investment objectives to increase returns, reduce transaction costs associated with direct investments, or to position the portfolio to profit from declining markets. There is no guarantee that the other party to a derivative contract will meet its obligations, and your portfolio is subject to credit risk associated with the ability of the counterparties to meet their obligations.

Derivatives will not be used to assume a net-short position or for leverage.² Any use of derivatives will be consistent with the investment objective of your portfolio and will only be used to the extent that Burgundy believes it will help achieve the investment objective of your portfolio.

Distribution Rate Risk

Certain Funds may have cash distribution from their dividend-paying or interest-bearing securities. Distribution rates may be affected by numerous factors, including but not limited to: income earned

² This will apply to all Burgundy Funds except for the Partners' Opportunity Fund (POF). A separate risk disclosure document is provided for POF.

from underlying securities, the sale of securities in the Fund, and changes in the prices of securities. Distribution rates are not guaranteed and may fluctuate with changes in market conditions.

Event Risk

Unpredictable events, such as terrorist attacks, natural disasters, global or local health pandemics, unusual weather patterns or oil supply shocks could cause large-scale swings in the markets or could impact certain industries or specific issuers. While Burgundy's investment managers put portfolios through certain hypothetical stress tests, it may not be possible to accurately predict the impact of these unusual circumstances on the performance of any portfolio.

Exchange Rate Risk

Portfolios that invest in international securities will be affected by fluctuations in the value of their securities, depending on the rate of exchange between Canadian and foreign currencies. Exchange rates may move independently of the securities markets in a particular country. As a result, gains and losses in securities may be affected by changes in exchange rates.

Foreign/Emerging Markets Risk

Foreign securities may be subject to additional risks, including foreign investment and exchange control laws, risk of nationalization, possible expropriation or imposition of confiscatory taxation, currency blockage, government regulation and intervention, diplomatic developments, substantial rates of inflation, and withholding tax. In addition, investment information may not be as available in foreign markets with less stringent accounting, auditing, and financial reporting standards. This may increase the risk of loss.

Relative to North American markets, investments in emerging securities markets may be more negatively influenced by adverse events or by large trades. Political or social instability could affect the value of foreign securities, causing them to be less liquid and more volatile than securities of comparable companies traded in North America. Until recently, many emerging countries did not have capital market structures or market-oriented economics and, as a result, may not have had well-developed legal structures governing private or foreign investment. These risks are of particular concern in the case of issuers in emerging markets such as Latin America, Eastern Europe and the Pacific Basin.

Such regions generally have experienced, and may continue to experience, high rates of inflation, high interest rates, exchange-rate fluctuations, large amounts of external debt, balance of payments and trade difficulties, along with extreme poverty and unemployment.

Chinese Securities Market Risk

The risks associated with the Burgundy China Fund are in addition to the risks generally associated with investing in our other Funds. Investing in foreign securities typically involves more risks than investing in developed market securities, and includes risks including but not limited to those associated with political/economic developments, volatility, trading practices, information availability and accessibility, market limitations, and currency considerations. Investing in Greater China and its surrounding regions, however, involves an even greater degree of heightened, specific risks which

may result from but are not limited to the following: China's dependence on exports and international trade, increasing competition, imposition of tariffs and other financial limitations, volatility, government control, regulatory risk and a heightened regulatory regime, political/economic relationships, trading suspensions/government interventions and decisions, and/or the risk of nationalization or expropriation of assets.

General Investment Risks

Depending on your investment objective, you may own different types of securities, such as equity securities, fixed-income securities and cash. The value of these securities reflects the market's view of interest rates, economic conditions, market news and individual company developments. As a result, the value of your portfolio will go up and down on a daily basis. Your portfolio's past investment performance does not indicate its future results.

Initial Public Offering Risk

Your portfolio may invest in securities in initial public offerings (IPOs), which are generally more volatile and involve greater risks. Since the security does not have a trading history yet, there may be limited historical data available to evaluate. Private companies have fewer reporting requirements and trading in the security may also be subject to a lock-up period.

Interest Rate Risk

Certain securities may be particularly sensitive to movements in interest rates. In general, as interest rates fall, the value of fixed-income securities rises and when interest rates rise, the value of fixed-income securities falls.

Investment Style Risk

As a value investor, Burgundy may take significant long-term positions that it believes are undervalued by the market. These securities may remain out of favour with the market for extended periods of time and, in some cases, Burgundy may add to a declining position. As a result, some portfolios may face the risk of mis-estimation by Burgundy in its fundamental analysis regarding the securities in which the account invests. The performance of such accounts may include extended periods of underperformance as compared to the broader market.

Large Purchase and Redemption Risk

Securities of the Funds may be purchased and redeemed by large investors. Depending upon the size of the purchase or redemption request relative to the size of the Fund, the Fund could be forced to alter its portfolio of assets significantly in order to accommodate a large redemption request or to hold a greater amount of cash than is desirable to accommodate a large purchase order. Large redemptions could have a negative impact on the performance of a Fund because it may need to dispose prematurely of portfolio assets that have not yet reached a desired market value, resulting in a loss to the Fund. Conversely, large purchase orders may cause the Fund to be unable to invest in appropriate investments within a period of time, resulting in the Fund holding larger amounts of cash, which could reduce the performance of the Fund.

Legal, Tax and Regulatory Risks

Your portfolio may be adversely affected by changes to laws, administrative practice, or regulatory decisions. There can be no assurance that the tax laws applicable to the Funds, including the treatment of certain gains and losses as capital gains and losses, will not be changed in a manner which could adversely affect the Funds you are invested in. Furthermore, there can be no assurance that the Canada Revenue Agency (**CRA**) will agree with the characterization of the gains and losses of the Funds as capital gains and losses or ordinary income and losses in specific circumstances. If any transactions of a Fund are reported on account of capital but are subsequently determined by the CRA to be on account of income, there may be an increase in the net income of the Fund for tax purposes, and in the taxable distributions made by the Fund to you. As a result, you could be reassessed by the CRA to increase its taxable income. When holding units of the Funds under taxable accounts, you should consider income tax implications from any distributions paid or payable by the Funds (whether they are made in cash or via adjusted cost base for reinvestment). You are urged to consult with your own tax advisors about your individual circumstances and the tax implications of investing in a Fund.

Liquidity Risk

Securities may be traded on national securities exchanges, regional securities exchanges, in over-the-counter markets, or as private placements. The liquidity of a security is determined by how easy it is to trade that security. A security is considered illiquid if it is more difficult to convert to a liquid investment, such as cash. Securities traded on national securities exchanges are generally more liquid. Securities traded on regional securities exchanges, or in over-the-counter markets, or in private placements, may be less liquid and potentially more volatile.

Market Risk

The value of a security is measured by its price in the market and may be influenced by macroeconomic and political conditions. The price of a security is also influenced by conditions that affect the company directly, such as its potential or actual profitability, the number and calibre of its competitors, the effect of potential or actual regulation on its business operations and the market's perception of the company's value.

Electronic Communication and Canadian Anti-Spam Legislation

Burgundy uses email to communicate with clients about investment performance, fund information, articles and updates that may be of interest to you. Any electronic messages sent to you will be in accordance with applicable law and our electronic communications policy by Burgundy personnel, which is available on request. We will ask for your consent during the account opening process, but you may withdraw your consent at any time. You should be aware that internet communications cannot be guaranteed to be secure or error-free as information could be intercepted, corrupted, lost, arrive late or contain viruses. Burgundy accepts no liability for any damage caused by any virus transmitted or penetrated by email.

Tax Information

Under the Intergovernmental Agreement for the Enhanced Exchange of Tax Information under the Canada-U.S. Tax Convention entered into between Canada and the United States, Organization for Economic Cooperation and Development Common Reporting Standard and related Canadian legislation (the **Tax Regulations**), we are required to report certain information with respect to our clients who are U.S. tax residents and U.S. citizens (including U.S. citizens who are residents or citizens of Canada) and other non-Canadian tax residents as defined under the Tax Regulations (excluding registered plans such as RRSPs) to the CRA. The CRA will then exchange the information with applicable tax authorities pursuant to the provisions of the Tax Regulations. In order to comply with these requirements, we will collect certain information from you at the time you open your account and at other times as needed.

Complaints and Dispute Resolution

Burgundy is committed to resolve concerns that our clients may have with our services. We have an obligation under applicable securities legislation to document and, in a manner that a reasonable investor would consider fair and effective, respond to each complaint made to us about any product or service offered by us or a representative of the firm. In certain circumstances, we also have an obligation to provide an independent dispute resolution service to you.

The first step of the complaint handling process begins when you share your concerns with a Burgundy representative. If you are not satisfied with the outcome provided in step one, the second step is an escalation to a senior officer of the business. If you remain dissatisfied, the third step is an appeal to the Customer Complaint Appeal Office. In addition, details on when and how to contact Ombudsman for Banking Services and Investments (**OBSI**), the external dispute resolution provider, are also described.

Contact details for raising concerns are as follows:

1. Sharing your concern:

Talk to your Burgundy representative at:

Burgundy Asset Management Ltd.

Call: 416-869-3222

Email: BurgundyCompliance@burgundyasset.com

2. Escalate to a Senior Officer:

If your complaint is unresolved after following Step 1 of the process or you wish to escalate your complaint, you can do so directly to a senior officer of the business. Your complaint will be automatically escalated to a senior officer if we are unable to resolve it at Step 1 within 14 days from the date you raised it.

Attn: Chief Compliance Officer
Burgundy Asset Management Ltd.

Email: Burgundy.Complaints@bmo.com

Phone: 416-869-3222

181 Bay Street, Suite 4510,
Bay Wellington Tower, Brookfield Place
Toronto, Ontario M5J 2T3

Please tell us what went wrong, when it happened, and what you expect. We will acknowledge your complaint in writing as soon as possible, typically within five business days of receiving your complaint. We will work with you to resolve your complaint, generally providing our decision in writing within 90 days of receiving a complaint. Our response will include a summary of the complaint, the result of our investigation, our decision to make an offer to resolve the complaint or deny it, and an explanation of our decision. 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 tell you when you can expect our decision.

3. Escalate to the Customer Complaint Appeal Office (CCAO)

If your complaint is unresolved after following Steps 1 and 2, you may escalate to the CCAO.

The CCAO is employed by an affiliate of Burgundy and is not an independent dispute resolution service. The CCAO does not report to any business area and is not involved in Burgundy or its affiliates' business operations. The process is voluntary and focused on complaints for individual and small-business customers. The CCAO will review concerns to determine if they are within its mandate. The CCAO does not investigate certain types of complaints including business or risk management decisions, and matters that are, or have been, before a court. If the CCAO determines your concerns are within its mandate, an investigator will review your concerns and at the conclusion of the review may facilitate a resolution between the parties or make a recommendation to settle the complaint.

The estimated time the CCAO takes to review and provide a response is approximately 45-55 days based on historical data. Please note that statutory limitation periods continue to run while the CCAO reviews a complaint, which could impact your ability to commence a civil action.

Customer Complaint Appeal Office (CCAO)
1 First Canadian Place
P.O. Box 150
Toronto, ON M5X 1H3

Call: 1-800-371-2541
Fax: 1-800-766-8029
Email: complaint.appeal@bmo.com
Visit: bmo.com/customercomplaintappealoffice

4. Taking your Complaint to the Ombudsman for Banking Services and Investments (OBSI)

If you are not satisfied with our decision or we do not provide our decision within 90 days after you made your complaint, you may be eligible for the free and independent dispute resolution service offered by OBSI. OBSI can recommend compensation of up to \$350,000. OBSI's service is available to our clients if you are an individual or an institution that is not a permitted client.³ This does not restrict your ability to take a complaint to a dispute resolution of your choosing at your own expense, or to bring a legal action in a court of law. Keep in mind there are time limits and costs associated with taking legal action.

³ As defined in National Instrument 31-103 – Registration Requirements, Exemptions and Ongoing Registrant Obligations

You have the right to use OBSI's service if:

- your complaint relates to an advising activity of our firm or by one of our representatives;
- you brought your complaint to us within six years from the time that you first knew, or ought to have known, about the event that caused the complaint; and
- you file your complaint with OBSI according to its time limits below.

Time limits apply for taking your complaint to OBSI.

- If we do not provide you with our decision regarding your complaint within 90 days, you can take your complaint to OBSI any time after the 90-day period has ended.
- If you are not satisfied with our decision, you have up to 180 days after we provide you with our decision to take your complaint to OBSI.

Filing a Complaint with OBSI

Contact OBSI

Email: ombudsman@obsi.ca

Telephone: 1-888-451-4519 or 416-287-2877 in Toronto

OBSI will Investigate

OBSI works confidentially and in an informal manner. It is not like going to court and you do not need a lawyer. During its investigation, OBSI may interview you and representatives of Burgundy. We will cooperate in OBSI's investigations.

OBSI will provide its Recommendations

Once OBSI has completed its investigation, it will provide its recommendations to you and us. OBSI's recommendations are not binding on you or us. OBSI can recommend compensation of up to \$350,000. If your claim is higher, you will have to agree to that limit on any compensation you seek through OBSI. If you want to recover more than \$350,000, you may want to consider another option, such as legal action, to resolve your complaint.

For more information about OBSI, visit www.obsi.ca.

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

You can obtain more information about Burgundy at our website www.burgundyasset.com.

Disclosure Regarding Service of Process

Burgundy's head office is located in Ontario. To the extent that Burgundy does not have a place of business in a particular province or territory, it may be considered non-resident there and you may have difficulty enforcing any legal rights you have against us. Burgundy has appointed the following agents for service of process:

Alberta

Borden Ladner Gervais LLP
Attn: M. Scott Wilson
Centennial Place, East Tower
1900, 520-3rd Avenue S.W.
Calgary, Alberta, Canada
T2P 0R3

Manitoba

MLT Aikins LLP
Attn: James A. Mercury
30th Floor, 360 Main Street
Winnipeg, Manitoba, Canada
R3C 4G1

Newfoundland

Stewart McKelvey
Attn: Neil L. Jacobs
Suite 1100, Cabot Place
100 New Gower Street
P.O. Box 5038
St. John's, NL, Canada
A1C 5V3

Prince Edward Island

Stewart McKelvey
Attn: James C. Travers, Q.C.
65 Grafton Street
P.O. Box 2140
Charlottetown, PE, Canada
C1A 8B9

Saskatchewan

MLT Aikins LLP
Attn: Aaron D. Runge
1500 Hill Center I
1874 Scarth Street
Regina, SK, Canada
S4P 4E9

British Columbia

Burgundy Asset Management Ltd.
Attn: Rachel Davies
Suite 1810
999 West Hastings Street
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