

C.S.T. Consultants Inc.

Relationship Disclosure Information

Important Information to Subscriber

Who We Are

C.S.T. Consultants Inc. (CSTC) is registered as a Scholarship Plan Dealer and has operated in all provinces and territories of Canada since 1988. We're the exclusive distributor of the Canadian Scholarship Trust Plans which are sponsored by the Canadian Scholarship Trust Foundation (the "Foundation"). We currently distribute our proprietary education savings plans (the "Plans"):

- Canadian Scholarship Trust CST Advantage Plan ("CST Advantage Plan")
- Canadian Scholarship Trust Individual Savings Plan (the "Individual Plan")
- Canadian Scholarship Trust Family Savings Plan (the "Family Plan")

Our Sales Representatives are qualified to recommend these Plans. None of our Sales Representatives represent any other education savings plan or other types of securities. We receive a distribution fee from the sales charges you pay when you purchase a plan. Our Sales Representatives receive a portion of the sales charge as a commission when you purchase units in CST Advantage Plan or purchase an Individual Plan or Family Plan agreement. Our Sales Representatives may also receive awards based on their sales which may include cash payments, gift cards, gifts and/or attendance at the annual sales conference. Our Sales Representative's income is based on the number of units you agree to purchase in CST Advantage Plan or whether you purchase an Individual or Family Plan. CSTC is a wholly owned subsidiary of the Foundation. The Foundation is under common management with us although the board of directors of the Foundation, with the exception of the President and CEO of the Foundation, are independent of management. The Foundation has retained us as the Investment Fund Manager to direct the business, operations and affairs of the Plans. The Foundation has also contracted us to perform other services for the administration of the Plans in exchange for an amount equal to our actual costs incurred plus a percentage of such costs. The amount we receive from the Foundation comes from the all-inclusive management fee deducted from your plan and is over and above the sales charges we receive from you when you agree to purchase a Plan.

Setting Up Your RESP

To purchase a Plan, our Sales Representatives are required by law to collect certain information about you including your investment time horizon, needs and objectives, your personal and financial circumstances and your risk tolerance, in addition to your personal identification. This information helps them assess the contribution amount and plan type that are suitable and put your interests first. We'll also review this assessment as it is our obligation to ensure the suitability of the purchase amount and plan type recommended. The suitability assessment conducted by us and our Sales Representatives will not consider non-proprietary products or whether they would be better, worse, or equal in meeting your investment needs and objectives.

When you agree with our Sales Representative's recommendation to purchase a Plan, you'll be entering into a plan agreement with the Foundation. As the person who opens the RESP and makes contributions, you're the subscriber. The child you designate to receive proceeds from the RESP is the beneficiary. The Foundation will apply to the Canada Revenue Agency to have your plan registered as a Registered Education Savings Plan (the "RESP") and will apply for any available government grants requested by you on your behalf. To do this, we require your Social Insurance Number (SIN), and the beneficiary's name, date of birth and SIN. Under CST Advantage Plan, you agree with the Foundation to make contributions to your RESP, according to an agreed upon contribution schedule. In return, you acquire units of the Plan, which entitle you to certain benefits. The number of units purchased will also determine the amount of sales charge you pay and the benefits your beneficiary will receive. Your contribution schedule and the number of units purchased will be noted on your application form and your confirmation of plan details. If you fail to make payments according to your contribution schedule, you may not be entitled to the full benefits of your investment. You may change your contribution schedule and amount if certain conditions are met. Please refer to the plan summary and prospectus for details.

The Individual Plan and Family Plan do not require you to make specific contributions at a specified time. These Plans allow you to choose the timing and amount of your contributions within certain limits.

The terms of your plan are described in the plan summary and prospectus which you'll receive from us when you purchase a Plan. You should read the information carefully and ask our Sales Representative any questions you may have before agreeing to this purchase. You've the right to cancel your plan at any time, if you provide the Foundation with a written notice. If you notify us within 60 days of the date of your agreement, you'll receive all of your contributions back, including any sales charges paid. If you notify us more than 60 days after the date of your agreement, you'll receive back your contributions less the sales charges and any other fees you've paid.

Risks Associated with Your RESP

Your plan is subject to investment and other risks. These risks are described in the plan summary and the prospectus which you should read carefully to understand the nature of your investment. Important matters for you to consider when deciding to establish an RESP include:

- **Early Withdrawal, Termination or Default of your RESP** – If you withdraw from or terminate your plan more than 60 days after signing your agreement, you'll only receive your principal (contributions less the sales charges and other fees you've paid to the date of withdrawal or termination) less any negative income. You'll also lose your right to receive any refund of sales charges paid (CST Advantage Plan only), and forfeit any government grants, all income earned on your principal and government grants. The income earned on your principal will be shared with other beneficiaries (CST Advantage Plan and Family Plan only). The government grants will be returned to the government. Repayment of government grants will result in the loss of grant contribution room for your beneficiary, which cannot be restored, with the exception of the Canada Learning Bond. If you default in making your contributions, you'll have to make up any missed contributions or your plan will be transferred to the Individual Plan or Family Plan. You will forfeit the Group Plan Bonus but may still be eligible for a partial refund of the CST Advantage Plan sales charges you paid.
- **If you don't provide your beneficiary's SIN** – The Canada Revenue Agency and Employment and Social Development Canada require your beneficiary's SIN to register your plan and to pay government grants. If you've not provided your beneficiary's SIN within 12 months of the date you enter into a plan agreement or haven't applied to extend the 12 month period, your plan will be terminated. All of the money you've contributed to the plan and the income earned on your contributions less the sales charges and other fees that you paid, will be returned to you.
- **Making one-time or other large contributions may prevent you from collecting the maximum possible government grant** – There is a life-time RESP contribution limit per beneficiary of \$50,000. You may contribute up to \$50,000 in one year, or a lesser amount that will fulfill your contribution schedule. While such a contribution may maximize your investment income potential, you risk not receiving the full amount of government grants that are available.
- **You miss the deadline for making changes to your plan** – You have until the end of the year in which your child turns 20 to make changes to your plan if your child has not enrolled in Eligible Studies. Certain changes to your plan may require that a portion of your principal be allocated to your income balance. These include: backdating your plan, changing your contribution schedule, advancing your beneficiary's year of eligibility to a date prior to maturity, or changing your beneficiary to an older child. These changes to your plan may result in certain adverse tax and other financial consequences to you and your beneficiary.
- **If your beneficiary does not attend qualified post-secondary studies** – You should be aware of the options under your RESP if your beneficiary does not pursue a qualified post-secondary education course after high school or if he or she attends fewer than 4 years of a qualified course. Such options include transferring the income earned in the plan to an eligible Registered Retirement Savings Plan or a Registered Disability Savings Plan or withdrawing the income from the plan. Some of these options may have deadlines and tax consequences.
- **Risks of using borrowed money** – Using borrowed money to finance your RESP involves greater risk than using cash only. It is your responsibility to repay the loan and pay interest as required by its terms which remain the same regardless of the investment performance of your RESP.

Fees Associated with Your RESP

You should carefully review all fees and expenses before you set up your RESP.

CST Advantage Plan

Sales Charges: This is a one-time charge of \$200 per unit paid to us for distributing and marketing the Plan. A portion of the sales charge is paid to your Sales Representative in the form of a sales commission. You're eligible to receive a refund of 50% of the sales charges paid for all units if you make all required contributions and your beneficiary qualifies and receives all four education assistance payments. In order to meet our commitment to refund 50% of the sales charges paid, we also transfer a portion of the fee to a segregated investment account at the time of sale.

The sales charge is payable at the time of application in case of a single contribution schedule. For other contribution schedules, the sales charge is deducted from initial contributions until half of the fee is paid and after that, we apply only half of your contributions until the remainder is paid. The sales charge reduces the amount invested in your plan.

Account Maintenance Fee: This is an annual fee paid to the Foundation for account maintenance. The amount (ranging from \$3.50 to \$10 plus applicable taxes) is deducted from your principal based on your contribution schedule regardless of the number of units you own. Please see the Plan Summary and/or Detailed Plan Disclosure for more information. This fee is subject to change upon 60 days written notice by us. The account maintenance fee reduces the amount invested in your plan.

All-Inclusive Management Fee: This is an annual fee paid to the Foundation for operating and administering your plan, including portfolio management, trustee, record-keeping and custodial services. The fee is comprised of an Administration fee of 0.50% plus applicable taxes of the total amount of principal, government grants and income earned on these amounts, and the actual trustee, custodian and portfolio manager fees and expenses. For the year ended October 31, 2020, the total fee was 0.59% of assets plus applicable taxes. The fee will be payable from income earned in your plan which will reduce the return you'll receive on your principal and the amount of income available for your child.

Individual Plan and Family Plans

Sales charge: This is a one-time charge of \$50 per plan paid to us for distributing and marketing the Plan. The fee is required at the time of your initial contribution and is non-refundable. We pay a portion of the sales charge to our Sales Representative in the form of a sales commission. The sales charge reduces the amount that invested in your plan. For recipients of the Canada Learning Bond, we do not charge the sales charge and our representatives do not receive any remuneration.

All-Inclusive Management Fee: This is an annual fee paid to the Foundation for operating and administering your plan, including portfolio management, trustee, record-keeping and custodial services. The fee is comprised of an Administration fee of 1.00% plus applicable taxes of the total amount of principal, government grants and income earned on these amounts, and the actual trustee, custodian and portfolio manager fees and expenses. For the year ended October 31, 2020, the total fee was 1.21% and 1.11% plus applicable taxes for Individual Plan and Family Plans assets, respectively. The fee will be payable from income earned in your plan which will reduce the return you'll receive on your principal and the amount of income available for your child.

All of the Plans share the fee for the services of the Plans' Independent Review Committee. The Committee reviews conflict of interest matters between us and the Plans which are described in greater detail in the prospectus. Additionally, you may also pay processing fees for specific transactions such as NSF payments, lost cheque replacements, multiple withdrawals from the Individual or Family Plan in a year and transfers out. These and other fees are described in the plan summary and prospectus.

Referral Arrangements

Our Sales Representative may have contacted you because he or she was given your name and contact information as someone who may be interested in the Canadian Scholarship Trust Plans by another subscriber in the Plans, a friend or family member. If our Sales Representative received your name from one of these individuals, our Sales Representative may have given that individual a thank you gift of a nominal value for the referral and helping us build our business.

Our Sales Representative may also have contacted you because he or she was given your name and contact information from one of our corporate programs or a referral provider _____ *insert name of referring party* _____ for a fee of less than \$15 per name.

The referrer, who provides us only with a list of names and contact details, is not registered to provide any investment advice or recommendations about the Plans to you. Only CSTC, which is registered as a Scholarship Plan Dealer, may provide such advice or recommendations.

Complaints and Dispute Resolution

If you have a complaint or a concern about our Sales Representatives or the services you received from us, we invite you to contact us by mail at C.S.T. Consultants Inc., 2235 Sheppard Avenue East, Suite 1600, Toronto, ON M2J 5B8 or via our website www.cst.org/complaints.

We'll work with you to resolve your complaint or dispute. However, if you feel that a satisfactory resolution of the matter is not possible, you may refer your complaint to the Ombudsman for Banking Services and Investments or Autorité des marchés financiers (Québec residents only) at the contact details given below.

Ombudsman for Banking Services and Investments (OBSI)
20 Queen Street West
Suite 2400,
P.O. Box 8
Toronto, Ontario M5H 3R3
Toll Free: (1-888) 451-4519
Fax: (888) 422-2865
Website: www.obsi.ca
E-mail: ombudsman@obsi.ca

Autorité des marchés financiers (AMF)
Service du traitement des plaintes 800, square Victoria, 22^e étage
C.P. 246, tour de la Bourse
Montréal (Québec) H4Z 1G3
Telephone: (514) 395-0337
Toll Free: (1-877) 525-0337
Fax: (514) 873-3090
Toll Free Fax: (1-877) 285-4378

OBSI offers a free, independent and impartial resolution service for our customers. Legal representation is not required to participate fully with any investigation carried out by OBSI. If OBSI investigates a complaint against us and finds in your favour it'll recommend a course of action to resolve the complaint, which may include compensation.

If you're a resident of Québec and aren't satisfied with the resolution offered or with the handling of your complaint, you may request that we transfer our complaint file to the AMF. The AMF will assess the complaint and if necessary, offer mediation services to assist us in reaching a satisfactory settlement.

Your Responsibilities

We encourage you to understand the risks associated with the Plans and your RESP. Before entering into an agreement to purchase a plan and establish an RESP, you should read the plan summary and prospectus and ask our Sales Representative any questions you may have.

When you enter into an RESP, you agree with the Foundation to abide by the terms of your agreement.

Once you enter into the RESP, you should regularly review the financial information about the Plans and your RESP that we provide to you, either by mail or on our website.

Please call our Customer Experience Department or your Sales Representative to inform us of any changes to information about your personal details, financial circumstances, investment objectives and risk tolerance.

Contingency Fund

As a result of the Ontario Securities Commission's decision to terminate the Ontario Contingency Trust Fund, CSTC has obtained an exemption from the requirement in Ontario securities law to participate in an approved compensation fund or contingency trust fund. These funds provide for certain compensation to eligible customers of a participating dealer who suffer a financial loss as result of the dealer becoming insolvent and not being able to return assets which it was holding on behalf of customers. A condition of the exemption is that CSTC does not hold any customer assets.

This change has no impact on the safety of your Canadian Scholarship Trust Plan. CSTC does not hold and has never held any customer assets. As always, any principal, government grants and income earned on these amounts are held in trust on your behalf by the Trustee, RBC Investor Services Trust.

Custody of Your Assets

When you invest in one of the Plans, your investment is held in a trust that is governed by a trust agreement between CSTC, the Foundation and RBC Investor Services Trust as trustee. Assets invested in the Plans are held and safeguarded by RBC Investors Services who also acts as the custodian. If the custodian were to discontinue its services for any reason, CSTC and the Foundation will appoint another firm as custodian of the Plans.

Unclaimed Accounts

Your plan is considered unclaimed when a payment is due to you and we are unable to locate either you or your beneficiary. We'll continue to invest your principal, government grants and income on government grants in your plan until your plan expires.

If your plan is a CST Advantage Plan, we'll transfer the income earned on your principal at maturity into the Education Assistance Payment (EAP) Account for your beneficiary's year of eligibility. At the end of the 36th year of your plan, we'll transfer any income earned on your principal after the maturity date into the General Fund and pay the income earned on government grants to a designated educational institution as required under the *Income Tax Act* (Canada). If your plan is an Individual Plan or Family Plan, at the end of the 36th year of your plan, we'll pay any income remaining in the plan to a designated educational institution as required under the *Income Tax Act* (Canada) and any government grants will be returned to the applicable government.

Your principal will be handled in accordance with our unclaimed property policy and any provincial unclaimed property laws which apply. For customers in Quebec and Alberta, any remaining principal will be paid to the respective provincial government.

Reporting on Your RESP

Once you've entered into an agreement with the Foundation, your account will be administered by us, in our capacity as administrator of the Plans. We'll provide you an annual statement of account with the following information for each plan, as applicable: Plan type and number, number of units, maturity dates, contributions made, grants received, income earned, charges and deductions, total plan value and our contact information. Your statement will also provide you with information about the direct costs that you paid us in connection with your plan, as well as the outstanding unpaid portion of your sales charges, the amount that you contributed to your plan during the year and a reasonable projection of the future value of your plan.

Benchmarks provide subscribers with a means of measuring the relative performance of the Plan's portfolio against a standardized or "benchmark" portfolio over a prescribed period of time. They're helpful in assessing the performance of the Plan and developing realistic expectations about returns the Plan portfolio can generate over the long term. CSTC reports the Plan's investment performance, benchmarks and broad-based index returns in each Plan's Management Report of Fund Performance. The Plan's Management Report of Fund Performance can be found on our website at www.cst.org or at www.sedar.com. Keep in mind that the Plan's returns are after the deductions of fees and expenses, while the benchmarks and broad-based index returns do not include any costs of investing such as fees, expenses and commissions. An individual subscriber's effective rate of return can only be determined once all four EAPs are paid to their beneficiary.

You can access your account at any time through our website www.cst.org. To set up your account access please visit our website or contact our Customer Experience Department. You can reach our Customer Experience Department Monday to Friday 8:00 am to 8:00 pm Eastern Time toll free at 1-877-333-RESP (7377).

Our Customer Experience representatives will be available to answer any of your questions about your RESP, can help you understand your RESP and your obligations, and assist you, if necessary, in modifying your RESP.

<p>Scholarship Plan Dealer and our Sales Representatives earn a commission from the sales charges you pay when you purchase a plan which are based on sales volumes.</p>	<p>Control</p>	<p>required to pay. For details refer to the fee disclosures in this document, the plan summary or the prospectus. In the prospectus refer to the section “Costs of Investing in this Plan” for the plan you purchased.</p> <ul style="list-style-type: none"> - We receive a distribution fee based on sales volumes and our Sales Representatives earn a commission on the sale of units or agreements. - Our Sales Representatives may also receive other compensation, incentives and awards earned for meeting sales and business retention targets. These rewards are structured to ensure that they do not influence recommendations. - We do not engage in practices that are prohibited by securities regulations. We have policies and procedures prohibiting unsuitable recommendations solely for the purpose of generating revenue. - CSTC has put compliance programs in place to identify, monitor and address sales practice concerns.
<p>Different products have differing levels of compensation.</p>	<p>Disclosure Control</p>	<ul style="list-style-type: none"> - The sales charge which funds the commission paid to our Sales Representatives is disclosed to you. Our Sales Representatives are compensated based on the number of units you purchase in CST Advantage Plan or a fixed fee if you purchase an Individual or Family Savings Plan. - We are required by securities regulations and CSTC policy to ensure investment recommendations are suitable. We may choose not to open a plan that we deem unsuitable for you or accept a contribution amount that carries a high sales charge, alternatively we may offer a plan with a flat fee.
<p>We are party to various referral arrangements where potential customers are referred to us for the purchase of a CST RESP. Referral partners are paid a fee for providing customer information.</p>	<p>Disclosure Control</p>	<ul style="list-style-type: none"> - Your Sales Representative must disclose to you how we received your information and the amount paid to the referral provider. Disclosure of our referral arrangements is also provided in the Referral section of this document. - Sales Representatives must ensure a potential customer is suitable for enrolling in a CST Plan.
<p>Sales Representatives may engage in other employment and activities that could be positions of influence, create customer confusion as to CSTC activities, and/or take time or attention away from their CSTC responsibilities. (Outside Activities)</p>	<p>Avoid Control Disclosure</p>	<ul style="list-style-type: none"> - When a Sales Representative engages in other activities, they are required under securities rules to provide us with disclosure of their activities, including the identification, assessment and reporting of conflicts of interest related to these activities. - We review all Outside Activities and assess for conflicts of interest and if the activity is approved, we monitor and supervise the activity to ensure that conflicts of interest which arise are addressed by placing your interest before our own. - Restrictions or controls may be placed over the Outside Activity. - A Sales Representative who engages in an Outside Activity that requires another license or registration will provide you with a Point of Sale Disclosure document at the time of a sale.
<p>Potential conflict may arise from gifts or inducements which could influence your investment decision.</p>	<p>Avoid Control</p>	<ul style="list-style-type: none"> - Sales Representatives may not accept gifts from customers, potential customers or other third parties. Sales Representatives may only provide thank you gifts of a nominal value. - Sales Representatives are prohibited from directly or indirectly inducing you to enroll in a CST Plan by paying or repaying the sales charge or contributions or providing a sales charge rebate.
<p>Certain directors and officers of CSTC are also officers and/or directors of C.S.T. Spark Inc. and C.S.T. Asset Management Inc. which could influence or affect the related company.</p>	<p>Disclosure Control</p>	<ul style="list-style-type: none"> - All of the directorships and officer roles are disclosed in the prospectus. The relationships between CSTC, and CSTAM are also disclosed in prospectus. - We have policies and procedures in place to ensure that duties remain separate for each entity, decisions are made independently and conflicts of interest are addressed.