

---

**SUBSCRIPTION AGREEMENT FOR INDIVIDUALS FOR**

**METRIC ASSET MANAGEMENT  
DIVERSIFIED ALPHA FUND**

---



Metric Asset Management LP  
20 Eglinton Avenue West, Suite 1505  
Toronto, Ontario, Canada M4R 1K8  
Telephone: (416) 640-4961  
Email: [info@metricasset.com](mailto:info@metricasset.com)  
[www.metricasset.com](http://www.metricasset.com)

**INSTRUCTIONS  
FOR INDIVIDUAL INVESTORS  
INVESTING WITH AN ADVISOR OR DEALER**

Instructions for subscribing are outlined below. Please feel free to contact us at (416) 640-4961 or [info@metricasset.com](mailto:info@metricasset.com).

**Step 1 – Complete Schedule “A” – Subscription Agreement**

***Part 1 – Subscription Information***

Check the box for the class to which you are subscribing and input your subscription amount. Class details can be found in the Offering Memorandum.

***Part 2 – Subscriber Information***

Enter your personal account information here. If applicable, enter the joint applicant’s or beneficiary’s information in the boxes provided. Please let us know if you wish to receive the Fund’s financial statements or the Manager’s monthly commentary. These are delivered electronically and require a valid email address.

***Part 3 – Dealer Information***

Please ask your advisor to complete this section.

***Part 4 – Accredited Investor Certificate***

You must be an “Accredited Investor” to subscribe for units of the Fund. Enter the Accredited Investor definition that qualifies you to invest in the large box provided. Definitions are found in Schedule “B”. Please contact your advisor, or Metric, if you are unsure which definition is appropriate.

***Part 5 – Signature of Subscriber or Dealer***

Review the Subscription Terms and Conditions found in Schedule “C” in its entirety and then date and sign Part 5 and have your signature witnessed.

**Step 2 – Review Schedule “D” Risk Acknowledgement Form**

If you selected Accredited Investor definition J, K, or L from Schedule “B”, please also complete Schedule “D” - Risk Acknowledgment Form for Individual Accredited Investors. This is a generic form that Securities regulators require completed when an individual investor subscribes to a prospectus-exempt fund. If you have any questions about this form, please speak with your advisor or contact Metric. Otherwise, kindly initial, date and sign as indicated in Sections 2, 3, and 4 of Schedule “D”. Section 5 will be completed by your advisor. If you did not select category J, K, or L, please proceed to Step 3.

**Step 3 – Notify Metric Asset Management**

Please arrange, either through your advisor or directly, to scan Schedule “A” – Subscription Agreement, and if applicable, Schedule “D” – Risk Acknowledgement Form to Metric Asset Management LP at [info@metricasset.com](mailto:info@metricasset.com)

**Step 4 – Process Order and Payment**

Most subscriptions are received by way of the advisor using an electronic order system called FundSERV. If this is not the case, please arrange to send a cheque or bank draft made payable to “**Metric Asset Management LP in Trust**” to Metric Asset Management. Alternatively, wire transfers can also be arranged. Our wire details are in Schedule “E”.

## SCHEDULE "A"

### SUBSCRIPTION AGREEMENT FOR INDIVIDUAL INVESTORS INVESTING THROUGH AN ADVISOR

#### 1. SUBSCRIPTION INFORMATION

	Class of Units Purchased	Amount
<b>Metric Asset Management Diversified Alpha Fund</b>	<input type="checkbox"/> Class A-I	
	<input type="checkbox"/> Class F-I	
	<input type="checkbox"/> Class F-II	

Title:	Mr.	Mrs.	Miss	Ms.	Dr.	Type:	Regular	Joint <sup>1</sup>	RSP	RSP (spousal)	RIF	TFSA	RESP	Trust
Surname						First Name						Initial		
Street Address							City			Province / State		Postal Code		
Country of Residence for Tax Purposes							Telephone (Home)			Telephone (Business)				
Email Address							Birth date (dd/mmm/yyyy)			Social Insurance Number / Tax ID				

If applicable, enter the Joint Applicant's information, or in the case of a Spousal RRSP, or Trust, the Beneficiary's information

Title:	<input type="checkbox"/> Mr.	<input type="checkbox"/> Mrs.	<input type="checkbox"/> Miss	<input type="checkbox"/> Ms.	<input type="checkbox"/> Dr.	
Surname		Initial	First Name		Birth date (dd/mmm/yyyy)	Social Insurance Number / Tax ID
<input type="checkbox"/> Check to receive Fund's financial statements			<input type="checkbox"/> Check to receive Manager's monthly commentary			

#### 3. ADVISOR / DEALER INFORMATION (to be completed by the Advisor)

Dealer Name		Dealer Address			
Representative Name (please print)		Dealer No.	Rep code	Account Number	FE Sales % (if applicable)
Representative Signature		Telephone		Email Address	

#### 4. ACCREDITED INVESTOR CERTIFICATE AND RISK ACKNOWLEDGEMENT

The Subscriber hereby certifies that the subscriber is an "Accredited Investor" as defined by the categories in Schedule "B" **Enter the corresponding letter from the categories in Schedule B in this box** →   
 If Subscriber has selected category J, K, or L, please review and complete the Risk Acknowledgement Form (Schedule "D")

#### 5. SIGNATURE OF SUBSCRIBER (OR DEALER)

The Subscriber confirms that the Subscriber, has read the terms of Schedule "C" - Subscription Terms and Conditions, and any other Schedules herein which form part of this Subscription Agreement and hereby offers to purchase Units at the aggregate principal amount set out above on the foregoing terms and conditions as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and from time to time hereafter on the same basis as set out herein or as otherwise indicated at that time.

Signature of Subscriber (or Advisor for a managed account)	Signature of Witness
Signature of Co-Subscriber (for Joint Accounts only <sup>1</sup> )	Name of Witness

**Metric Asset Management LP, as manager of the Metric Asset Management Diversified Alpha Fund, hereby accepts the subscription on the terms and conditions of this subscription agreement.**

By:	Title	Date
-----	-------	------

<sup>1</sup> Each joint holder must qualify as an "Accredited Investor" as defined in Schedule "B".

**Please make cheque or bank draft payable to "Caledon Trust ITF Metric Asset Management Diversified Alpha Fund"**

## SCHEDULE “B” ACCREDITED INVESTOR QUESTIONNAIRE

Please read the definitions below and write the corresponding letter in the box titled “Accredited Investor Definition” in Part 4 of Schedule “A”. By doing so, the Subscriber certifies that he/she is an “Accredited Investor” within the meaning of National Instrument 45-106 Prospectus Exemptions (“NI 45-106”) and, in Ontario, section 73.3 of the Securities Act (Ontario) as supplemented by NI 45-106, by virtue of satisfying the criterion indicated below.

The lettering of the definitions listed below corresponds to the most commonly used categories of the definition of “accredited investor”. However, if the Subscriber qualifies as an “accredited investor” by virtue of a category not included below, please indicate “Other” and specify the relevant category of the “accredited investor” definition.

Note: A Subscriber selecting category J, K, or L must also complete Schedule “D” – Risk Acknowledgement Form.

<b>D</b>	A person registered under the securities legislation of a jurisdiction of Canada as an adviser or dealer.
<b>E</b>	An individual registered under the securities legislation of a jurisdiction of Canada as a representative of a person referred to in paragraph (D)
<b>E.1</b>	An individual formerly registered under the securities legislation of a jurisdiction of Canada, other than an individual formerly registered solely as a representative of a limited market dealer under one or both of the Securities Act (Ontario) or the Securities Act (Newfoundland Labrador)
<b>J</b>	An individual who, either alone or with a spouse, beneficially owns <i>financial assets</i> having an aggregate realizable value that, before taxes but net of any related liabilities, exceeds \$1,000,000. Financial assets exclude all real estate holdings.
<b>J.1</b>	An individual who beneficially owns <i>financial assets</i> having an aggregate realizable value that, before taxes but net of any related liabilities, exceeds \$5,000,000. Financial assets exclude all real estate holdings.
<b>K</b>	An individual whose net income before taxes exceeded \$200,000 in each of the 2 most recent calendar years or whose net income before taxes combined with that of a spouse exceeded \$300,000 in each of the 2 most recent calendar years and who, in either case, reasonably expects to exceed that net income level in the current calendar year.
<b>L</b>	An individual who, either alone or with a spouse, has <i>net assets</i> having an aggregate realizable value that, before taxes but net of any related liabilities, of at least \$5,000,000. Net assets include real estate holdings.
<b>M</b>	A person, other than an individual or investment fund, that has net assets having an aggregate realizable value that, before taxes but net of any related liabilities, of at least \$5,000,000, as shown on its most recent financial statements, and that was not formed for the sole purpose of making a representation to this effect in order to qualify as an accredited investor.
<b>O</b>	An investment fund that distributes or has distributed securities under a prospectus in a jurisdiction of Canada for which the regulator or, in Québec, the securities regulatory authority, has issued a receipt.
<b>Q</b>	A person acting on behalf of a fully managed account managed by that person, if that person is registered or authorized to carry on business as an adviser or the equivalent under the securities legislation of a jurisdiction of Canada or a foreign jurisdiction.
<b>T</b>	A person in respect of which all of the owners of interests, direct, indirect or beneficial, except the voting securities required by law to be owned by directors, are persons that are accredited investors.
<b>W</b>	A trust established by an accredited investor for the benefit of the accredited investor's family members of which a majority of the trustees are accredited investors and all of the beneficiaries are the accredited investor's spouse, a former spouse of the accredited investor or a parent, grandparent, brother, sister, child or grandchild of that accredited investor, of that accredited investor's spouse or of that accredited investor's former spouse.
<b>Other</b>	Please specify:

**SCHEDULE “C”**  
**SUBSCRIPTION TERMS AND CONDITIONS**  
**FOR UNITS OF THE METRIC ASSET**  
**MANAGEMENT DIVERSIFIED ALPHA**  
**FUND**

Capitalized terms not otherwise defined in this Subscription Agreement have the same meanings as in the Trust Agreement referred to below.

**1. Subscription**

The undersigned (the “**Subscriber**”) hereby subscribes for and agrees to purchase units or fractions of units of the applicable monthly series (the “**Applicable Series**”) of the class of units of the Metric Asset Management Diversified Alpha Fund (the “**Fund**”) identified under “Subscription Information” on various dates from time to time (on each such date, the “**Purchased Units**”) having (i) the aggregate subscription price set out in this subscription agreement or (ii) that subscription price that will be paid by the Subscriber on a subsequent date in order to purchase the Purchased Units on that date (the amount to be paid under items (i) and (ii) are referred to as the “**Purchase Price**” for the applicable Purchased Units). The Subscriber will arrange to have the Purchase Price paid by cheque, bank draft, wire transfer or other electronic funds transfer in Canadian funds on the date (each a “**Payment Date**”) on which the Subscriber subscribes for the applicable Purchased Units and any subsequently accepted subscription (each a “**Subscription**”) to Caledon Trust Company (the “**Trustee**”).

**2. Acceptance**

The Subscriber acknowledges that participation in the Fund is subject to acceptance of this Subscription by the Manager and to the provisions of the amended and restated trust agreement of the Fund dated July 24, 2017, as it may be supplemented, amended or restated from time to time (the “**Trust Agreement**”). The Subscriber also acknowledges receipt of a copy of the current offering memorandum of the Fund dated July 24, 2017 (the “**Offering Memorandum**”). If a Subscription is accepted and payment is made for the Purchased Units on the applicable Payment Date in accordance with the terms hereof, the Manager will have such Purchased Units issued to the Subscriber and have the Subscriber entered on the register of the Fund as the registered owner of such Purchased Units on the Valuation Day on which such Purchased Units are issued. Confirmation of such acceptance will be mailed to the Subscriber at the address specified below the Subscriber’s name in this Subscription Agreement.

**3. Agreements of the Subscriber**

In consideration of the acceptance of a Subscription, the Subscriber:

(a) agrees to be bound by the terms of the Trust Agreement; (b) agrees to remit or cause to be remitted to the Trustee (i.e., made payable to the Fund) before the close of business on the applicable Payment Date payment in full of the applicable Purchase Price; (c) acknowledges and confirms that if the Subscription is accepted, the issue of the applicable Purchased Units on the applicable Payment Date will be made in reliance upon certain exemptions from prospectus requirements contained in applicable provincial securities legislation in the province or territory in which the Subscriber resides and in that connection agrees to promptly execute and deliver to the Manager, on request, such forms as may be required to be filed with the relevant securities regulatory authorities; and (d) agrees that it will forthwith notify the Manager of any change whatsoever in any factual disclosure, representations or warranties hereunder.

**4. Representations of the Subscriber – Continuing**

The Subscriber represents warrants and covenants as of the date hereof and for so long as the Subscriber holds Purchased Units that the following are and will remain true and accurate:

a) **Tax Status** - The Subscriber would not, if a Subscription is accepted and the applicable Purchased Units are issued to the Subscriber, be a “designated beneficiary” of the Fund as that term is defined in Section 210 of the Tax Act and the Subscriber shall not change such status. In general, a designated beneficiary is a Unitholder that is (i) a non-resident of Canada, (ii) a non-resident-owned investment corporation, (iii) a Unitholder exempt from tax under Part I of the Tax Act where the Unitholder’s units of the Applicable Series of the Fund (the “**Units**”) were acquired other than from the Fund, or (iv) a trust or partnership, subject to certain exceptions. The Subscriber is advised to

consult the Subscriber’s legal and tax advisors to assist the Subscriber in determining if the Subscriber is a designated beneficiary.

- b) **Acting as Principal** - The Subscriber is purchasing the applicable Purchased Units on the applicable Payment Date as principal for its own account, and not for the benefit of any other person (which term as used herein shall be broadly interpreted and shall include a corporation) or, if it is not purchasing as principal, it is deemed to be purchasing such Purchased Units on such Payment Date as principal for accounts fully managed by it pursuant to a statutory exemption or an exemption order from relevant securities regulatory authorities in the applicable jurisdictions permitting such purchase.
- c) **Purchasing as Bare Trustee or Agent** - If the Subscriber is purchasing the Units as bare trustee or agent (including, for greater certainty, a portfolio manager or comparable adviser) for one or more principals, the Subscriber has notified the Manager of such fact and: (1) represents and warrants that the bare trustee or agent is duly authorized to execute and deliver this Subscription Agreement and all other necessary documentation in connection with such purchase on behalf of such principal(s), to agree to the terms and conditions contained herein and therein and to make the representations, certifications, acknowledgments and covenants made herein and therein, and that this Subscription Agreement has been duly authorized, executed and delivered by or on behalf of, and constitutes a legal, valid and binding agreement enforceable against, such principal(s); (2) acknowledges that the Manager is required by law to disclose, on a confidential basis, to certain regulatory authorities, the identity of such principal purchaser(s) of Units for whom the Subscriber may be acting, and agrees to provide such information as may be required by the Manager to comply with such requirements; (3) represents and warrants that it will provide any such information about (i) the Subscriber; and/ or (ii) the principal purchaser(s) for whom the Subscriber may be acting that the Manager reasonably believes necessary to discharge any “know- your-client” and “suitability” obligations it may have under applicable securities legislation; and (4) agrees to indemnify each of the Fund, and the Manager against all losses, claims, costs, expenses and damages or liabilities which it may suffer or incur arising from the reliance on the foregoing representations, warranties and covenants of the Subscriber by the Fund, or the Manager, as the case may be, and the breach of any of such representations, warranties and covenants by the Subscriber.
- d) **Purchase Amount** - When a Subscription is made the Subscriber will: (i) be an “accredited investor” as defined in National Instrument 45-106 *Prospectus Exemptions* (“**NI 45-106**”) by virtue of being a person, company or other entity of the type indicated in Part 4 of this Subscription Agreement (see Schedule “B”); or (ii) be able to subscribe for Units pursuant to an exemption that has been discussed with, and approved by, the Manager;
- e) **Bona Fide Purpose** - If the Subscriber is not an individual but is a corporation, syndicate, partnership, trust, association, or any other form of unincorporated organization or organized group of persons, it has not been created solely or used primarily to permit a group of persons to purchase securities without the use of a prospectus by the issuer in reliance on a prospectus exemption, it pre-existed the offering of Units and has a *bona fide* purpose other than investment in the Units;
- f) **Transferability of Purchased Units** - The Subscriber shall not transfer the Purchased Units in whole or in part in a manner contrary to the Trust Agreement;
- g) **Due Authorization, Enforceability, etc.** - This Subscription Agreement and all other documentation delivered herewith or contemplated hereby, including without limitation any direction to the Manager regarding reinvestment of distributions from the Fund, has been or will be duly authorized, executed and delivered by, and constitute a legal, valid, binding and enforceable obligation of, the Subscriber.

**SCHEDULE “C”**  
**SUBSCRIPTION TERMS AND CONDITIONS**  
**FOR UNITS OF METRIC ASSET**  
**MANAGEMENT DIVERSIFIED ALPHA**  
**FUND**  
**Representations of the Subscriber**  
**(Continued)**

- h) **Residency** - The Subscriber is resident in the province or territory set out in the address below the subscriber’s name in this Subscription Agreement and is a resident of Canada for the purposes of the Tax Act;
- i) **No Advice** - The Subscriber has received no advice as to tax or legal ramifications of its investment in the Units from the Manager or the Fund and has been advised to seek independent advice from its legal, accounting and tax advisors prior to purchasing the applicable Purchased Units;
- j) **U.S. Qualified Eligible Person or Accredited Investor** – Subscriber is (a) an “accredited investor” as that term is defined in Rule 501(a)(1)-(3) and (a)(8) of Regulation D under the U.S. Securities Act of 1933, (b) a trust that is not an accredited investor (per item “a”) but that was formed by an accredited investor for the benefit of a family member, (c) a “knowledgeable employee,” as that term is defined in Rule 3c-5 of the U.S. Investment Company Act of 1940, or (d) a “qualified eligible person,” as that term is defined in Regulation §4.7(a)(2)(viii)(A) of the U.S. Commodity Exchange Act;
- k) **Ability to Understand Risks** - **The Subscriber has such knowledge and experience in financial and business matters that the Subscriber is capable of evaluating the merits and risks of the Subscriber’s prospective investment in the Fund; the Subscriber has reviewed the Offering Memorandum and all other information requested from and received in connection with the Fund and, by virtue of such review, understands the merits and risks of an investment in the Fund, has evaluated same and has decided to purchase the applicable Purchased Units on the applicable Payment Date having determined that they meet the investment needs of the Subscriber.**

**5. Confidentiality and Privacy**

By accepting the Subscription Agreement on behalf of the Fund, the Manager agrees that it will not collect any information about the Subscriber except that which is provided by the Subscriber in this Subscription Agreement or subsequently provided by the Subscriber (the “**Subscriber Information**”). The Manager agrees that it will keep all Subscriber Information confidential, and will use and disclose the Subscriber Information only for the purposes described below, unless: (a) the Manager informs the Subscriber of a proposed use or disclosure of the Subscriber Information, and the Subscriber consents; or (b) the use or disclosure is permitted by law to be made without the consent of the Subscriber, or is required by law, or by the by-laws, rules, regulations or policies of any regulatory organization governing the Fund.

The Subscriber acknowledges and consents to the fact the Manager and the Fund are collecting the Subscriber Information for the purpose of completing the Subscriber’s subscription(s), effecting purchases of Units, providing the Subscriber with ongoing services and otherwise administering the Subscriber’s investment in the Fund. By executing this Subscription Agreement, the Subscriber acknowledges and consents to the Manager and the Fund retaining the Subscriber Information for as long as permitted or required by applicable law or business practices. The Subscriber further acknowledges and consents to the fact the Manager and the Fund may be required by applicable securities laws to provide to regulatory authorities any Subscriber Information provided by the Subscriber through the filing of reports of exempt trades and the filing of this Subscription Agreement with the relevant securities regulatory authorities.

In addition, the Subscriber acknowledges that the Manager and the Fund are required to file a report of trade with all applicable securities regulatory authorities containing personal information about the Subscriber. The

required by applicable securities laws, containing the full name, residential address and telephone number of the Subscriber, the number and type of Units purchased, the total purchase price paid for such Units, the date of the purchase(s) and the prospectus exemption relied upon under applicable securities laws to complete such purchase(s); (b) that in Ontario, this information is collected indirectly by the Ontario Securities Commission (the “**OSC**”) under the authority granted to it under, and is being collected for the purposes of the administration and enforcement of, the securities legislation in Ontario; and (c) that the Subscriber may contact the Administrative Assistant to the Director of Corporate Finance at Suite 1903, Box 55, 20 Queen Street West, Toronto, Ontario, M5H 3S8 or by telephone at (416) 593-8314 for more information regarding the indirect collection of such information by the OSC. By completing this Subscription Agreement, the Subscriber authorizes the indirect collection of this information by each applicable securities regulatory authority or regulator and acknowledges that such information is made available to the public under applicable securities legislation.

**6. Money Laundering**

The Subscriber has complied with all requirements of Canadian, U.S. or laws of other applicable jurisdictions relating to the prevention of money laundering. Without limiting the generality of the foregoing, none of the funds being used to purchase the Units, from time to time, are, to the Subscriber’s knowledge, proceeds obtained or derived directly or indirectly as a result of illegal activities. The funds being used to purchase the Units, from time to time, which will be advanced by the Subscriber to the Fund hereunder will not represent proceeds of crime for the purposes of the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) (the “**Proceeds of Crime Act**”) and the Subscriber acknowledges that the Manager and the Fund may in the future be required by law to disclose the name of the Subscriber and other information relating to this Subscription Agreement and the Subscriber’s subscription hereunder, on a confidential basis, pursuant to the Proceeds of Crime Act. To the best of the Subscriber’s knowledge (i) none of the funds being provided by the Subscriber, from time to time, are being tendered on behalf of a person or entity who has not been identified to the Subscriber, and (ii) it shall promptly notify the Manager and the Fund if the Subscriber discovers that any of such representations cease to be true, and to provide the Manager and the Fund with appropriate information in connection therewith.

**7. Foreign Tax Reporting (Metric Direct Clients Only)**

In accordance with the Intergovernmental Agreement between Canada and the United States for the Enhanced Exchange of Tax Information under the Canada-U.S. Tax Convention (the “**IGA**”) and related proposed legislation and guidance, and as required under the U.S. Foreign Account Tax Compliance Act (“**FATCA**”), the Manager is required to report on behalf of the Fund certain information with respect to Subscribers who are U.S. residents and U.S. citizens (including U.S. citizens who are residents or citizens of Canada), and certain other “U.S. Persons” as defined under the IGA, to the Canada Revenue Agency (“**CRA**”). The CRA will then exchange the information with the U.S. Internal Revenue Service (“**IRS**”) pursuant to the provisions of the Canada-U.S. Tax Convention. In order for the Manager and the Fund to comply with their obligations under the IGA, all Subscribers must complete Schedule “E”, and must immediately notify the Manager if any information provided in Schedule “E” changes. Schedule “E” will be provided by Metric. The Subscriber acknowledges that if the Manager is required to report information to the CRA in connection with the Subscriber’s investment in the Fund, such report shall not be treated as a breach of any restriction upon the disclosure of information that may be imposed by Canadian law or otherwise.

**8. Relationship Disclosure Information**

The Subscriber acknowledges that the Manager is the investment fund manager and portfolio manager to the Fund. In addition, the Manager can also act as the dealer of record for the Subscriber. As a registrant, the Manager is required by law to provide certain information to the Subscriber (referred to as “relationship disclosure information”) regarding the nature of the relationship between the Manager and the Subscriber, the operating charges and transaction charges charged by the Manager to the Subscriber or the Fund, and the obligations of the Manager to the Subscriber, among other things, which information is contained in the Offering Memorandum and in this Subscription Agreement. To review the Relationship Disclosure document, please visit: <http://metricasset.com/compliance/>.

**SCHEDULE “C”**  
**SUBSCRIPTION TERMS AND CONDITIONS**  
**FOR UNITS OF METRIC ASSET**  
**MANAGEMENT DIVERSIFIED ALPHA**  
**FUND**  
**(Continued)**

**9. Dispute Resolution**

Subscribers who purchase Units directly from the Manager (in its capacity as an exempt market dealer), may avail themselves of independent dispute resolution and mediation services, at the Manager’s expense, to mediate any dispute for “Eligible Claims” as defined in National Instrument 31-103 – Registrant Registration, Exemptions and Ongoing Registrant Obligations that may arise between the Subscriber and the Manager about the services provided by the Manager. These services are provided by the Ombudsman for Banking Services and Investments (“OBSI”). If the complaint is not an Eligible Claim or the Subscriber wishes to use a dispute resolution or mediation service other than OBSI, then the Subscriber acknowledges that it will bear the expense for the independent dispute resolution and mediation services. To review the process for lodging a complaint, please visit: <http://metricasset.com/compliance/>.

**10. Rights of Action**

If the Manager accepts a Subscription and the corresponding monies, or eligible securities in lieu thereof, representing the applicable Purchase Price, the Subscriber will have a right of action against the Fund, depending on the residency of the Subscriber, for rescission or damages, corresponding to the rights described in the Offering Memorandum and available under the securities laws of the relevant province or territory.

**11. Limitation of Liability**

The Manager, and any director, officer, employee or agent of the Manager, in incurring any debts, liabilities or obligations or in taking or omitting any other actions for or in connection with the affairs of the Fund is, and will be deemed to be, acting for and on behalf of the Fund and not in their own personal capacities and the assets of the Fund only will be liable and subject to levy or execution therefor. The Subscriber confirms that the Manager is entitled to the benefit of this section 8 in its own behalf and as agent and trustee on behalf of its directors, officers, employees and agents.

**12. Execution of Subscription Agreement**

The Manager and the Fund shall be entitled to rely on delivery by facsimile or pdf of an executed copy of this Subscription Agreement, and acceptance by the Manager on behalf of the Fund of such facsimile or pdf copy shall be equally effective to create a valid and binding agreement between the Subscriber and the Fund in accordance with the terms hereof.

**13. Additional Investments**

If a Subscriber makes additional investments in the Applicable Series of the Fund, the Subscriber will be deemed to have repeated to the Fund and the Manager, the representations and warranties contained in this Subscription Agreement.

**14. Entire Agreement and Headings**

This Subscription Agreement, including the attached Schedules, contains the entire agreement of the parties hereto, at this time, relating to the subject matter hereof and there are no representations, covenants or other agreements relating to the subject matter hereof except as stated or referred to herein. This Subscription Agreement may be amended or modified in any respect by written instrument only executed by all the parties herein. The headings contained herein are for convenience only and shall not affect the meanings or interpretation hereof.

**15. Survival**

This Subscription Agreement, including without limitation the representations, warranties and covenants contained herein, shall survive and continue in full force and effect and be binding upon the Subscriber notwithstanding the completion of the purchase of Units by the Subscriber pursuant hereto and any subsequent disposition by the Subscriber of such Units.

**16. Currency**

Unless otherwise specified, all dollar amounts referred to herein are in Canadian dollars.

**17. Time of Essence**

Time is of the essence of this Subscription Agreement.

**18. Counterparts**

This Subscription Agreement may be executed in any number of counterparts, each of which when delivered, either in original or facsimile form, shall be deemed to be an original and all of which together shall constitute one and the same document.

**19. Governing Law**

This Subscription Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the Subscriber hereby attorns to the non-exclusive jurisdiction of the courts of such Province in respect of any suit, action or proceeding relating to this agreement.

**20. Successors and Assigns**

The terms and conditions of this Subscription Agreement shall be binding upon and enure to the benefit of the Subscriber and the Fund and their respective successors and assigns. Except as otherwise provided in this Subscription Agreement, this Subscription Agreement shall not be assignable or transferable by any party without the written consent of the other parties hereto.

**SCHEDULE “D”**  
**RISK ACKNOWLEDGEMENT FORM**  
*Form for Individual Accredited Investors*

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

**SECTION 1 TO BE COMPLETED BY THE ISSUER**

**1. About your investment**

<b>Type of Securities:</b> Mutual Fund Trust Units	<b>Issuer:</b> Metric Asset Management Diversified Alpha Fund
--	---

**SECTIONS 2 TO 4 TO BE COMPLETED BY THE PURCHASER**

**2. Risk acknowledgement:** This investment is risky. Initial that you understand that: Your initials

<b>Risk of loss</b>	You could lose your entire investment of \$ _____. [Instructions: Insert the total dollar amount of the investment.]	
<b>Liquidity risk</b>	You may not be able to sell your investment quickly - or at all.	
<b>Lack of information</b>	You may receive little or no information about your investment.	
<b>Lack of advice</b>	You will not receive advice from the salesperson about whether this investment is suitable for you unless the salesperson is registered. The salesperson is the person who meets with, or provides information to, you about making this investment. To check whether the salesperson is registered, go to <a href="http://www.aretheyregistered.ca">www.aretheyregistered.ca</a> .	

**3. Accredited investor status**

You must meet at least one of the following criteria to be able to make this investment. **Initial the statement that applies to you. (You may initial more than one statement.)** The person identified in section 6 is responsible for ensuring that you meet the definition of accredited investor. That person, or the salesperson identified in section 5, can help you if you have questions about whether you meet these criteria. Your initials

- Your net income before taxes was more than \$200,000 in each of the 2 most recent calendar years, and you expect it to be more than \$200,000 in the current calendar year. (You can find your net income before taxes on your personal income tax return.)
- Your net income before taxes combined with your spouse's was more than \$300,000 in each of the 2 most recent calendar years, and you expect your combined net income before taxes to be more than \$300,000 in the current calendar year.
- Either alone or with your spouse, you own more than \$1 million in cash and securities, after subtracting any debt related to the cash and securities.
- Either alone or with your spouse, you have net assets worth more than \$5 million. (Your net assets are your total assets (including real estate) minus your total debt.)

**4. Your name and signature:** *By signing this form, you confirm that you have read this form and you understand the risks of making this investment as identified in this form.*

**First and Last Name (Please print):** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**SECTION 5: TO BE COMPLETED BY THE SALESPERSON**

**5. Salesperson information**

*[Instruction: The salesperson is the person who meets with, or provides information to, the purchaser with respect to making this investment. That could include a representative of the issuer or selling security holder, a registrant or a person who is exempt from the registration requirement.]*

**First and last name of salesperson (please print):** \_\_\_\_\_

**Telephone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**Name of firm (if registered):** \_\_\_\_\_

**SECTION 6: TO BE COMPLETED BY THE ISSUER OR SELLING SECURITYHOLDER**

**6. For more information about this investment**

*For more information about prospectus exemptions, contact your local securities regulator. You can find contact information at [www.securities-administrators.ca](http://www.securities-administrators.ca).*

**Form Instructions:**

1. The information in sections 1, 5 and 6 must be completed before the purchaser completes and signs the form.

2. The purchaser must sign this form. Each of the purchaser and the issuer or selling security holder must receive a copy of this form signed by the purchaser. The issuer or selling security holder is required to keep a copy of this form for 8 years after the distribution.



**SCHEDULE "E"****Fundserv Investor CDN\$ INCOMING WIRE DETAILS INFORMATION FOR REMITTER**

<b>FIELD NAME</b>	<b>FORMAT FOR CAD PAYMENT</b>
DESTINATION BANK OR INTERMEDIARY BANK	ROYAL BANK OF CANADA, TORONTO SWIFT BIC ROYCCAT2
BENEFICIARY'S BANK	ROYAL BANK OF CANADA, Main Branch – Toronto 200 Bay Street, Toronto ON M5J 2J5 SWIFT ROYCCAT2
BENEFICIARY	ACC 000021233121 NAME CALEDON TRUST COMPANY DESCRIPTION Metric Fundserv

**Direct Investor CDN\$ INCOMING WIRE DETAILS INFORMATION FOR REMITTER**

<b>FIELD NAME</b>	<b>FORMAT FOR CAD PAYMENT</b>
DESTINATION BANK OR INTERMEDIARY BANK	ROYAL BANK OF CANADA, TORONTO SWIFT BIC ROYCCAT2
BENEFICIARY'S BANK	ROYAL BANK OF CANADA, Main Branch – Toronto 200 Bay Street, Toronto ON M5J 2J5 SWIFT ROYCCAT2
BENEFICIARY	ACC 000021036987 NAME Metric Asset Management Diversified Alpha Fund