

*No securities regulatory authority has expressed an opinion about these securities and it is an offence to claim otherwise.*

## PROSPECTUS



*Continuous Offering*

June 14, 2018

**Harvest Brand Leaders Plus Income ETF**  
**Harvest Healthcare Leaders Income ETF**  
**Harvest US Equity Plus Income ETF**  
**Harvest Energy Leaders Plus Income ETF**  
**Harvest Tech Achievers Growth & Income ETF**  
**Harvest Global REIT Leaders Income ETF**  
(collectively, the “**Harvest ETFs**”<sup>1</sup>)

The Harvest ETFs are exchange traded mutual fund trusts established under the laws of Ontario. Class A units of the Harvest ETFs (“**Class A Units**”) and class U units of the Harvest ETFs other than Harvest Global REIT Leaders Income ETF (“**Class U Units**”) and, together with the Class A Units, the “**Units**”) are being offered for sale on a continuous basis by this prospectus. The Class U Units are denominated in U.S. dollars. Harvest Portfolios Group Inc. (the “**Manager**”), a registered portfolio manager and investment fund manager, is the promoter, trustee, manager and portfolio manager of the Harvest ETFs. See “Organization and Management Details of the Harvest ETFs”.

The investment objective of each Harvest ETF is as follows:

### **Harvest Brand Leaders Plus Income ETF**

The Harvest Brand Leaders Plus Income ETF’s investment objective is to provide holders of Units (“**Unitholders**”) with (i) monthly cash distributions; (ii) the opportunity for capital appreciation; and (iii) lower overall volatility of portfolio returns than would otherwise be experienced by owning Equity Securities of the Brand Leaders directly. To achieve lower overall volatility of portfolio returns, the Harvest Brand Leaders Plus Income ETF will generally write covered call options on up to 33% of the portfolio securities. The level of covered call option writing may vary based on market volatility and other factors.

### **Harvest Healthcare Leaders Income ETF**

The Harvest Healthcare Leaders Income ETF’s investment objective is to provide Unitholders with (i) the opportunity for capital appreciation; (ii) monthly cash distributions; and (iii) lower overall volatility of portfolio returns than would otherwise be experienced by owning Equity Securities of the Healthcare Leaders directly. To achieve lower overall volatility of portfolio returns, the Harvest Healthcare Leaders Income ETF will generally write covered call options

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<sup>1</sup> On June 14, 2018, the Declaration of Trust was amended to implement the following name changes to the Harvest ETFs: Brand Leaders Plus Income ETF, Healthcare Leaders Income ETF, US Equity Plus Income ETF, Energy Leaders Plus Income ETF, Tech Achievers Growth & Income ETF and Global REIT Leaders Income ETF were renamed Harvest Brand Leaders Plus Income ETF, Harvest Healthcare Leaders Income ETF, Harvest US Equity Plus Income ETF, Harvest Energy Leaders Plus Income ETF, Harvest Tech Achievers Growth & Income ETF and Harvest Global REIT Leaders Income ETF, respectively.

on up to 33% of the portfolio securities. The level of covered call option writing may vary based on market volatility and other factors.

### **Harvest US Equity Plus Income ETF**

The Harvest US Equity Plus Income ETF's investment objective is to provide Unitholders with (i) the opportunity for capital appreciation; and (ii) quarterly cash distributions. The Harvest US Equity Plus Income ETF has been created to provide investors with exposure to an equally-weighted portfolio of Equity Securities of 25 issuers selected from the top 100 issuers in the US Buyback Leaders Investable Universe with the highest Buyback Ratio.

### **Harvest Energy Leaders Plus Income ETF**

The Harvest Energy Leaders Plus Income ETF's investment objective is to provide Unitholders with (i) monthly cash distributions; (ii) the opportunity for capital appreciation; and (iii) lower overall volatility of portfolio returns than would otherwise be experienced by owning Equity Securities of the Energy Leaders directly. To achieve lower overall volatility of portfolio returns, the Harvest Energy Leaders Plus Income ETF will generally write covered call options on up to 33% of the portfolio securities. The level of covered call option writing may vary based on market volatility and other factors.

### **Harvest Tech Achievers Growth & Income ETF**

Harvest Tech Achievers Growth & Income ETF's investment objective is to provide Unitholders with (i) the opportunity for capital appreciation; (ii) monthly cash distributions; and (iii) lower overall volatility of the portfolio returns than would otherwise be experienced by owning Equity Securities of Technology Achievers directly. To achieve lower overall volatility of portfolio returns, the Harvest Tech Achievers Growth & Income ETF will generally write covered call options on up to 33% of the portfolio securities. The level of covered call option writing may vary based on market volatility and other factors.

### **Harvest Global REIT Leaders Income ETF**

The Harvest Global REIT Leaders Income ETF's investment objective is to provide Unitholders with (i) the opportunity for capital appreciation; (ii) monthly cash distributions; and (iii) lower overall volatility of portfolio returns than would otherwise be experienced by owning Equity Securities of the REIT Leaders directly. To achieve lower overall volatility of portfolio returns, the Harvest Global REIT Leaders Income ETF will generally write covered call options on up to 33% of the option eligible portfolio securities. The level of covered call option writing may vary based on market volatility and other factors.

See "Investment Objectives" for further information.

### **Listing of Units**

The Harvest ETFs issue Units on a continuous basis and there is no maximum number of Units that may be issued. The Units are currently listed and trading on the Toronto Stock Exchange ("TSX") and investors can buy or sell such Units on the TSX through registered brokers and dealers in the province or territory where the investors reside. Investors may incur customary brokerage commissions in buying or selling Units. No fees are paid by investors to the Manager or any Harvest ETF in connection with the buying or selling of Units on the TSX.

### **Additional Considerations**

No underwriter or dealer has been involved in the preparation of this prospectus or has performed any review of the contents of this prospectus. The Canadian securities regulators have provided the Harvest ETFs with a decision exempting it from the requirement to include a certificate of an underwriter in this prospectus. The applicable designated broker and dealers are not underwriters of any Harvest ETF in connection with the distribution of Units under this prospectus.

In the opinion of counsel, provided that a Harvest ETF qualifies as a "mutual fund trust" within the meaning of the Tax Act (as defined below), or the Units of such Harvest ETF are listed on a "designated stock exchange" within the meaning of the Tax Act, the Units of such Harvest ETF, if issued on the date hereof, would be on such date qualified investments under the Tax Act for a trust governed by a registered retirement savings plan, a registered retirement

income fund, a registered disability savings plan, a deferred profit sharing plan, a registered education savings plan or a tax-free savings account.

**For a discussion of the risks associated with an investment in Units, see “Risk Factors”.**

During the period in which the Harvest ETFs are in continuous distribution, additional information about the Harvest ETFs will be available in the most recently filed annual financial statements, any interim financial statements filed after those annual financial statements, the most recently filed annual management report of fund performance, any interim management report of fund performance filed after that annual management report of fund performance and the most recently filed ETF Facts (as defined below). These documents will be incorporated by reference into this prospectus which means that they legally form part of this prospectus. For further details, see “Documents Incorporated by Reference”.

You can get a copy of these documents at your request, and at no cost, by calling 416-649-4541 or 866-998-8298 (toll-free) or by e-mail at [info@harvestportfolios.com](mailto:info@harvestportfolios.com) or from your dealer. These documents will also be available on the internet at [www.harvestportfolios.com](http://www.harvestportfolios.com). These documents and other information about the Harvest ETFs will also be available on the website of SEDAR (the System for Electronic Document Analysis and Retrieval) at [www.sedar.com](http://www.sedar.com).

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## GLOSSARY

Unless otherwise indicated, the references to dollar amounts in this prospectus are to Canadian dollars and all references to times in this prospectus are to Toronto time. The following terms have the following meaning:

“**ADR**” means an American Depositary Receipt;

“**at-the-money**” means a call option with a price equal to the current market price of the underlying security at the time of writing the call option as determined by the Manager, provided that the determination by the Manager that a call option is “at-the-money” shall be conclusive for all purposes herein;

“**allowable capital loss**” has the meaning ascribed to such term under the heading “Income Tax Considerations – Taxation of Holders”;

“**Basket of Securities**” means a group of securities and/or assets determined by the Manager from time to time representing the constituents of the Harvest ETFs;

“**Black Scholes Model**” means a widely used option pricing model developed by Fischer Black and Myron Scholes in 1973. The model can be used to calculate the theoretical value of an option based on the current price of the underlying security, the strike price and term of the option, prevailing interest rates and the volatility of the price of the underlying security;

“**Brand Leaders**” means the world’s top 100 rated brand companies, as recognized by Interbrand in its annual study of the best global brands or, if such study is not available to the Harvest Brand Leaders Plus Income ETF, by a similarly recognized entity selected by the Manager that rates global brands, provided that the determination by the Manager that a company is a Brand Leader shall be conclusive for all purposes herein;

“**Brand Leaders Investable Universe**” means those Brand Leaders that are eligible to have options written on their Equity Securities and where such Equity Securities and options are traded on a North American stock exchange;

“**Buyback Ratio**” means the amount obtained on a particular date by dividing: (i) the dollar amount spent by an issuer to repurchase its shares during the prior four quarters for which such information is publicly available; by (ii) the market capitalization of the issuer on that date. Reference to the “prior four quarters” refers to the preceding four quarters for which information with respect to share repurchases for a given issuer is available from Bloomberg, and accordingly the quarters used for purposes of such calculation will depend on when such information becomes available. The information for this calculation will be based solely on the information available to the Manager from Bloomberg or, if this information is no longer available, a similar service;

“**call option**” means the right, but not the obligation, of the option holder to buy a security from the seller of the option at a specified price at any time during a specified time period or at expiry;

“**Canadian securities legislation**” means the securities laws in force in each province and territory of Canada, all regulations, rules, orders and policies made thereunder and all multilateral and national instruments adopted by the securities regulatory authorities in such jurisdictions;

“**Capital Gains Refund**” has the meaning ascribed to such term under the heading “Income Tax Considerations - Taxation of the Harvest ETFs”;

“**CDS**” means CDS Clearing and Depository Services Inc.;

“**CDS Participant**” means a participant in CDS that holds security entitlements in Units on behalf of beneficial owners of those Units;

“**Class A Units**” means class A units of the Harvest ETFs;

“**Class U Units**” means class U units of the Harvest ETFs, other than Harvest Global REIT Leaders Income ETF;

“**Conversion**” has the meaning ascribed to such term under “Overview of the Legal Structure of the Harvest ETFs”;

“**covered call option**” means a call option entered into in circumstances where the seller of the call option owns the underlying security for the term of the option;

“**CRA**” means the Canada Revenue Agency;

“**CRS Provisions**” has the meaning ascribed to such term under “Other Material Facts – International Information Reporting”;

“**Custodian**” means State Street Trust Company Canada, in its capacity as custodian of the Harvest ETFs pursuant to the Custodian Agreement;

“**Custodian Agreement**” means the custodian agreement between the Manager, on behalf of the Harvest ETFs, the Custodian and/or certain affiliates of the Custodian, as the same may be amended, restated or replaced from time to time;

“**Dealer**” means a registered dealer (that may or may not be a Designated Broker) that has entered into a Dealer Agreement with the Manager, on behalf of the Harvest ETFs, pursuant to which the Dealer may subscribe for Units as described under “Purchases of Units”;

“**Dealer Agreement**” means an agreement between the Manager, on behalf of the Harvest ETFs, and a Dealer;

“**Declaration of Trust**” means the amended and restated master declaration of trust establishing the Harvest ETFs dated June 14, 2018, as the same may be supplemented, amended or amended and restated from time to time;

“**derivatives**” means an instrument, agreement or security, the market price, value or payment obligations of which is derived from, referenced to or based on an underlying interest;

“**Designated Broker**” means a Dealer that has entered into a Designated Broker Agreement with the Manager, on behalf of the Harvest ETFs pursuant to which the Designated Broker agrees to perform certain duties in relation to the Harvest ETFs;

“**Designated Broker Agreement**” means an agreement between the Manager, on behalf of the Harvest ETFs, and a Designated Broker;

“**DFA Rules**” has the meaning ascribed to such term under the heading “Risk Factors – Tax Risk”;

“**Distribution Record Date**” means a date determined by the Manager as a record date for the determination of Unitholders of the Harvest ETFs entitled to receive a distribution;

“**DPSP**” means a deferred profit sharing plan within the meaning of the Tax Act;

“**Earnings Per Share**” means the sum of the most recently reported four fiscal quarter earnings from continuing operations, divided by the average number of shares outstanding during the quarter, as reported by Bloomberg or by another widely available source;

“**Energy Issuer**” means an issuer, other than a U.S. master limited partnership, whose Equity Securities are listed on a North American stock exchange, that is included in the energy sector of the Global Industry Classification Standards (or, if such industry classification is no longer made available by MSCI Inc. and Standard & Poor’s (or, if applicable, any successor of either of these entities), any other industry-wide recognized energy issuer industry classification) and whose underlying business includes, but is not limited to, the exploration, extraction, refining, transportation, or marketing of oil and/or gas and related products, provided that the determination by the Manager that an issuer is an Energy Issuer shall be conclusive for all purposes;

“**Energy Leader**” means an Energy Issuer that has a market capitalization of at least \$10 billion determined at the time of investment; is currently paying a dividend/distribution; has options in respect of its Equity Securities listed on a recognized options exchange; and has operations and/or offices in at least two countries, provided that the determination by the Manager that an issuer is an Energy Leader shall be conclusive for all purposes;

“**Energy Leaders Investable Universe**” means all of the Energy Leaders collectively;

“**Equity Securities**” means any securities that represent an interest in an issuer which includes common shares, and securities convertible into or exchangeable for common shares including ADRs, provided that the determination by the Manager that a security is an Equity Security shall be conclusive for all purposes herein;

“**ETF Facts**” means the ETF Fact document prescribed by Canadian securities legislation in respect of an exchange traded fund, which summarizes certain features of the exchange traded fund and which is publicly available at [www.sedar.com](http://www.sedar.com) and provided or made available to registered Dealers for delivery to purchasers of securities of an exchange traded fund;

“**forward contracts**” means agreements between two parties to buy or sell an asset at a specified point of time in the future at a predetermined price;

“**Forward Price-to-Earnings Ratio**” or “**Forward P/E Ratio**” means the ratio of a stock’s market price to estimates of the company’s future Earnings per Share, calculated by dividing the current market price by the mean estimate of Earnings per Share for the current year as such information is reported on Bloomberg or by another widely available source;

“**Fund**” has the meaning ascribed to such term under “Overview of the Legal Structure of the Harvest ETFs”;

“**futures contracts**” means standardized contracts entered into on domestic or foreign exchanges which call for the future delivery of specified quantities of various assets such as stocks, bonds, agricultural commodities, industrial commodities, currencies, financial instruments, energy products or metals at a specified time and place. The terms and conditions of futures contracts of a particular commodity are standardized and as such are not subject to any negotiation between the buyer and seller. The contractual obligations, depending upon whether one is a buyer or a seller, may be satisfied either by taking or making, as the case may be, physical delivery of an approved grade of commodity or by making an offsetting sale or purchase of an equivalent but opposite futures contract on the same exchange prior to the designated date of delivery. The difference between the price at which the futures contract is sold or purchased and the price paid for brokerage commissions, constitutes the profit or loss to the trader. In market terminology, a trader who purchases a futures contract is “long” in the market and a trader who sells a futures contract is “short” in the market. Before a trader closes out his or her long or short position by an offsetting sale or purchase, his or her outstanding contracts are known as “open trades” or “open positions”. The aggregate amount of open long or short positions held by traders in a particular contract is referred to as the “open interest” in such contract;

“**Global Industry Classification Standards**” means the common global industry classification standards developed by MSCI Inc. and Standard & Poor’s;

“**GST**” has the meaning ascribed to such term under “Risk Factors – Tax Risk”;

“**HST**” has the meaning ascribed to such term under “Risk Factors – Tax Risk”;

“**Harvest**” means Harvest Portfolios Group Inc., the Manager, Trustee and portfolio manager of the Harvest ETFs;

“**Harvest ETFs**” means the exchange traded funds offered hereunder;

“**Healthcare Issuer**” means an issuer whose Equity Securities are listed on a North American stock exchange, that is included in the health care sector of the Global Industry Classification Standards (or, if such industry classification system is no longer made available by MSCI Inc. and Standard & Poor’s (or, if applicable, any successor of either of these entities), any other internationally recognized industry classification system as determined by the Manager, such determination being conclusive for all purposes) at the time of investment and whose underlying business includes, but is not limited to, the provision of healthcare goods and services, including manufacturing and distributing healthcare products, equipment, supplies and technologies, producing and marketing of pharmaceuticals and biotechnology products, and/or engaging in research and development, provided that the determination by the Manager that an issuer is a Healthcare Issuer shall be conclusive for all purposes;

“**Healthcare Leaders**” means a Healthcare Issuer that has a market capitalization of at least US\$5 billion determined at the time of investment and has options in respect of its Equity Securities listed on a recognized options exchange, provided that the determination by the Manager that an issuer is a Healthcare Leader shall be conclusive for all purposes herein;

“**Healthcare Leaders Investable Universe**” means all of the Healthcare Leaders collectively;

“**IFRS**” means the International Financial Reporting Standards;

“**IGA**” has the meaning ascribed to such term under “Other Material Facts – International Information Reporting”;

“**in-the-money**” means a call option with a strike price less than the current market price of the underlying security;

“**IRC**” means the independent review committee of the Harvest ETFs established under NI 81-107;

“**Management Fee**” has the meaning ascribed to such term under the heading “Fees and Expenses – Fees and Expenses Payable by the Harvest ETFs”;

“**Management Fee Distribution**”, as described under “Fees and Expenses”, means an amount equal to the difference between the Management Fee otherwise chargeable by the Manager and a reduced fee determined by the Manager, at its discretion, from time to time, and that is distributed quarterly in cash, at the discretion of the Manager, to the applicable Unitholders who hold large investments in the Harvest ETFs;

“**Manager**” means Harvest, in its capacity as investment fund manager of the Harvest ETFs pursuant to the Declaration of Trust;

“**minimum distribution requirements**” has the meaning ascribed to such term under the heading “Income Tax Considerations – Status of the Harvest ETFs”;

“**NAV**” means the net asset value of the Harvest ETFs as calculated on each Valuation Day in accordance with the Declaration of Trust;

“**NI 81-102**” means National Instrument 81-102 *Investment Funds*;

“**NI 81-107**” means National Instrument 81-107 *Independent Review Committee for Investment Funds*;

“**Option Premium**” means the purchase price of an option;

“**Other Fund**” has the meaning ascribed to such term under the heading “Investment Strategies – Investment in Other Investment Funds”;

“**out-of-the-money**” means a call option with a strike price greater than the current market price of the underlying security;

“**PEG Ratio**” means the Forward Price-to-Earnings ratio for an issuer divided by the expected growth of such issuer’s earnings. The PEG Ratio that is used by the Manager to help determine what issuers from the Technology Achievers Investable Universe to select for the Harvest Tech Achievers Growth & Income ETF’s portfolio will be such ratio as is published on Bloomberg. To calculate this ratio, Bloomberg currently uses the long term growth forecasts provided to it by contributing analysts. Different analysts apply different forecast methodologies. A long term growth forecast generally represents an expected annual increase in operating earnings per share over a three to five year period. To the extent this information is no longer available on Bloomberg, the Manager will use a similar ratio available on another recognized service;

“**Permitted Merger**” has the meaning ascribed to such term under the heading “Unitholder Matters - Permitted Mergers”;

“**Plans**” has the meaning ascribed to such term under the heading “Income Tax Considerations – Status of the Harvest ETFs”;

“**Plan Agent**” means State Street Trust Company Canada, plan agent for the Reinvestment Plan;

“**Plan Participant**” has the meaning ascribed to such term under the heading “Distribution Policy – Distribution Reinvestment Plan”;

“**Plan Unit**” has the meaning ascribed to such term under the heading “Distribution Policy – Distribution Reinvestment Plan”;

“**PNU**” has the meaning ascribed to such term under “Purchases of Units – Issuance of Units”;

“**Price-to-Earnings Ratio**” means the ratio of a stock’s current market price to the company’s Earnings Per Share calculated by dividing the current market price, at the time of the calculation of the ratio, by the Earnings Per Share, as reported by Bloomberg or by another widely available source;

“**Promoter**” means Harvest, in its capacity as promoter of the Harvest ETFs;

“**RDSP**” means a registered disability savings plan within the meaning of the Tax Act;

“**Registrar and Transfer Agent**” means State Street Trust Company Canada;

“**Reinvestment Plan**” means the distribution reinvestment plan for the Harvest ETFs, as described under the heading “Distribution Policy – Distribution Reinvestment Plan”;

“**REIT**” means real estate investment trust;



“**REIT Issuer**” means a real estate related company and/or REIT whose Equity Securities are listed on a recognized stock exchange of a developed market, provided that the determination by the Manager that an issuer is a REIT Issuer shall be conclusive for all purposes herein;

“**REIT Leader**” means a REIT Issuer that has a market capitalization of at least \$2 billion determined at the time of investment, provided that the determination by the Manager that an issuer is a REIT Leader shall be conclusive for all purposes herein;

“**REIT Leaders Investable Universe**” means all of the REIT Leaders collectively;

“**RESP**” means a registered education savings plan within the meaning of the Tax Act;

“**Return on Equity**” means the simple annual return on common equity calculated by dividing the trailing net income (losses) minus the trailing cash preferred dividends (each amount calculated by adding the most recently reported four fiscal quarters) by the average total common equity (based on the most recently reported four fiscal quarters), as reported by Bloomberg or another widely available source;

“**RRIF**” means a registered retirement income fund within the meaning of the Tax Act;

“**RRSP**” means a registered retirement savings plan within the meaning of the Tax Act;

“**Sales Tax**” means all applicable provincial and federal sales, value added or goods and services taxes, including GST and HST;

“**securities regulatory authorities**” means the securities commission or similar regulatory authority in each province and territory of Canada that is responsible for administering the Canadian securities legislation in force in such jurisdictions;

“**substituted property**” has the meaning ascribed to such term under the heading “Income Tax Considerations - Taxation of the Harvest ETFs”;

“**Tax Act**” means the *Income Tax Act* (Canada) and the regulations thereunder, each as may be amended from time to time;

“**Tax Amendment**” means a proposed amendment to the Tax Act publicly announced by the Minister of Finance (Canada) prior to the date hereof;

“**Tax Treaties**” has the meaning ascribed to such term under the heading “Risk Factors – Tax Risk”;

“**taxable capital gain**” has the meaning ascribed to such term under the heading “Income Tax Considerations – Taxation of Holders”;

“**Technology Achiever**” means a Technology Issuer that has a market capitalization of at least US\$10 billion determined at the time of investment and has options in respect of its Equity Securities listed on a recognized options exchange, provided that the determination by the Manager that an issuer is a Tech Achiever shall be conclusive for all purposes herein;

“**Technology Achievers Investable Universe**” means all of the Technology Achievers collectively;

“**Technology Issuer**” means an issuer whose Equity Securities are listed on a North American stock exchange, that is included in the information technology sector, the health care equipment, health care technology, wireless telecommunication services and the electrical components & equipment sub sectors of the Global Industry Classification Standards (or, if such industry classification system is no longer made available by MSCI Inc. and Standard & Poor’s (or, if applicable, any successor of either of these entities), any other internationally recognized industry classification system as determined by the Manager, such determination being conclusive for all purposes herein) at the time of investment and whose underlying business includes, but is not limited to, the provision of technology related goods and services, provided that the determination by the Manager that an issuer is a Technology Issuer shall be conclusive for all purposes;

“**TFSA**” means a tax-free savings account within the meaning of the Tax Act;

“**Trading Day**” means a day on which a session of the TSX is held;

“**Trustee**” means Harvest, in its capacity as trustee of the Harvest ETFs pursuant to the Declaration of Trust;

“**TSX**” means the Toronto Stock Exchange;

“**Unitholder**” means a holder of Units;

“**Units**” means redeemable, transferable Class A Units and Class U Units, each of which represents an undivided interest in the net assets of the applicable Harvest ETF, and “**Unit**” means any one of them;

“**US Buyback Leader**” means an issuer selected from the US Buyback Leaders Investable Universe that ranks in the top 25 issuers selected from the top 100 issuers with the highest Buyback Ratio, provided that the determination by the Manager that an issuer is a US Buyback Leader shall be conclusive for all purposes herein;

“**US Buyback Leaders Investable Universe**” means all issuers that meet the following characteristics: (i) are included in the S&P 500 Index; (ii) have a market capitalization that is at least US\$10 billion as determined at the time of investment; (iii) are incorporated in the United States of America; (iv) pay a dividend; and (v) have bought back their shares within the prior four quarters as determined at the time of investment;

“**U.S.**” means the United States of America;

“**Valuation Day**” means each day Trading Day, or any other day as may be determined by the Manager from time to time;

“**Valuation Time**” means 4:00 p.m. (EST) on a Valuation Day or such other time as may be determined by the Manager from time to time; and

“**Yield**” means the sum of the gross cash dividend per share amounts of an Equity Security that have gone ex-dividend over the prior 12 months, divided by the current stock price.

## PROSPECTUS SUMMARY

*The following is a summary of the principal features of the Units and should be read together with the more detailed information, financial data and financial statements contained elsewhere in this prospectus or incorporated by reference in this prospectus. Capitalized terms not defined in this summary are defined in the Glossary.*

**Issuers:** Harvest Brand Leaders Plus Income ETF  
 Harvest Healthcare Leaders Income ETF  
 Harvest US Equity Plus Income ETF  
 Harvest Energy Leaders Plus Income ETF  
 Harvest Tech Achievers Growth & Income ETF  
 Harvest Global REIT Leaders Income ETF

**Offering:** The Harvest ETFs are exchange traded mutual fund trusts established under the laws of the province of Ontario. Harvest Portfolios Group Inc. (the “**Manager**”), a registered portfolio manager and investment fund manager, is the promoter, trustee, manager and portfolio manager of the Harvest ETFs.

See “Overview of the Legal Structure of the Harvest ETFs”.

**Continuous Distribution:** Units of the Harvest ETFs are being issued and sold on a continuous basis by this prospectus, and there is no maximum number of such Units that may be issued. The Class U Units are denominated in U.S. dollars. Units shall be offered for sale at a price equal to the NAV of the Units determined at the Valuation Time on the effective date of the subscription order.

The Units of the Harvest ETFs are currently listed and trading on the TSX and investors can buy or sell such Units on the TSX through registered brokers and dealers in the province or territory where the investors reside. Investors may incur customary brokerage commissions in buying or selling Units. No fees are paid by investors to the Manager or any Harvest ETF in connection with the buying or selling of Units on the TSX.

The Harvest ETFs issue Units directly to the applicable Designated Broker and Dealers. From time-to-time and as may be agreed between the Harvest ETFs and the Designated Broker and Dealers, such Designated Broker and Dealers may agree to accept a Basket of Securities as payment for Units from prospective purchasers.

See “Plan of Distribution” and “Purchases of Units – Issuance of Units”.

**Investment Objectives:** **Harvest Brand Leaders Plus Income ETF**

The Harvest Brand Leaders Plus Income ETF’s investment objective is to provide Unitholders with (i) monthly cash distributions; (ii) the opportunity for capital appreciation; and (iii) lower overall volatility of portfolio returns than would otherwise be experienced by owning Equity Securities of the Brand Leaders directly. To achieve lower overall volatility of portfolio returns, the Harvest Brand Leaders Plus Income ETF will generally write covered call options on up to 33% of the portfolio securities. The level of covered call option writing may vary based on market volatility and other factors.

**Harvest Healthcare Leaders Income ETF**

The Harvest Healthcare Leaders Income ETF’s investment objective is to provide Unitholders with (i) the opportunity for capital appreciation; (ii) monthly cash distributions; and (iii) lower overall volatility of portfolio returns than would otherwise

be experienced by owning Equity Securities of the Healthcare Leaders directly. To achieve lower overall volatility of portfolio returns, the Harvest Healthcare Leaders Income ETF will generally write covered call options on up to 33% of the portfolio securities. The level of covered call option writing may vary based on market volatility and other factors.

#### **Harvest US Equity Plus Income ETF**

The Harvest US Equity Plus Income ETF's investment objective is to provide Unitholders with (i) the opportunity for capital appreciation; and (ii) quarterly cash distributions. The Harvest US Equity Plus Income ETF has been created to provide investors with exposure to an equally-weighted portfolio of Equity Securities of 25 issuers selected from the top 100 issuers in the US Buyback Leaders Investable Universe with the highest Buyback Ratio.

#### **Harvest Energy Leaders Plus Income ETF**

The Harvest Energy Leaders Plus Income ETF's investment objective is to provide Unitholders with (i) monthly cash distributions; (ii) the opportunity for capital appreciation; and (iii) lower overall volatility of portfolio returns than would otherwise be experienced by owning Equity Securities of the Energy Leaders directly. To achieve lower overall volatility of portfolio returns, the Harvest Energy Leaders Plus Income ETF will generally write covered call options on up to 33% of the portfolio securities. The level of covered call option writing may vary based on market volatility and other factors.

#### **Harvest Tech Achievers Growth & Income ETF**

Harvest Tech Achievers Growth & Income ETF's investment objective is to provide Unitholders with (i) the opportunity for capital appreciation; (ii) monthly cash distributions; and (iii) lower overall volatility of the portfolio returns than would otherwise be experienced by owning Equity Securities of Technology Achievers directly. To achieve lower overall volatility of portfolio returns, the Tech Achievers Growth and Income ETF will generally write covered call options on up to 33% of the portfolio securities. The level of covered call option writing may vary based on market volatility and other factors.

#### **Harvest Global REIT Leaders Income ETF**

The Harvest Global REIT Leaders Income ETF's investment objective is to provide Unitholders with (i) the opportunity for capital appreciation; (ii) monthly cash distributions; and (iii) lower overall volatility of portfolio returns than would otherwise be experienced by owning Equity Securities of the REIT Leaders directly. To achieve lower overall volatility of portfolio returns, the Harvest Global REIT Leaders Income ETF will generally write covered call options on up to 33% of the option eligible portfolio securities. The level of covered call option writing may vary based on market volatility and other factors.

See "Investment Objectives" for further information.

#### **Investment Strategies:**

The investment strategy of each Harvest ETF is to achieve its investment objective as follows:

#### **Harvest Brand Leaders Plus Income ETF**

Harvest Brand Leaders Plus Income ETF invests in an equally-weighted portfolio of Equity Securities of 20 Brand Leaders from the Brand Leaders Investable Universe that

have a market capitalization of at least US\$10 billion at the time of investment and meet the investment characteristics described below.

The Manager selects the Equity Securities for the portfolio and quarterly reconstitutes and rebalances the portfolio such that the portfolio, at the time immediately following each quarterly reconstitution and rebalancing, will have the following investment characteristics: (i) an average Price-to-Earnings Ratio lower than the average for the Brand Leaders Investable Universe; (ii) an average Yield greater than the average for the Brand Leaders Investable Universe; and (iii) an average 5-year Return on Equity growth greater than the average for the Brand Leaders Investable Universe.

#### **Harvest Healthcare Leaders Income ETF**

Harvest Healthcare Leaders Income ETF invests in an equally-weighted portfolio of Equity Securities of 20 Healthcare Issuers chosen from the Healthcare Leaders Investable Universe that immediately following each semi-annual reconstitution and rebalancing (i) have a market capitalization of at least US\$5 billion; and (ii) have options in respect of their Equity Securities listed on a recognized options exchange.

The Manager selects the Equity Securities for the portfolio and semi-annually reconstitutes and rebalances the portfolio such that the portfolio, immediately following each semi-annual reconstitution and rebalancing, will have the following investment characteristics: (i) an average Price-to-Earnings Ratio lower than the average for the Healthcare Leaders Investable Universe; and (ii) an average 5-year Return on Equity greater than the average for the Healthcare Leaders Investable Universe.

In determining the composition of the portfolio, consideration is also given to other quantitative factors such as Yield, Earnings Per Share growth, implied volatility and option liquidity.

#### **Harvest US Equity Plus Income ETF**

The Harvest US Equity Plus Income ETF invests in an equally-weighted portfolio of Equity Securities of 25 issuers selected from the top 100 issuers with the largest dollar amount of shares repurchased over the prior four quarters for which information is publicly available relative to the issuer's current market capitalization that meet the following criteria: (i) are included in the S&P 500 Index; (ii) have a market capitalization that is at least US\$10 billion as determined at the time of investment; (iii) are incorporated in the U.S.; (iv) pay a dividend; and (v) have bought back their shares within the prior four quarters as determined at the time of investment.

The Manager selects the Equity Securities for the portfolio and quarterly reconstitutes and rebalances the portfolio such that the portfolio, immediately following each quarterly reconstitution and rebalancing, will include an equal weighting of the 25 issuers in the US Buyback Leaders Investable Universe with the highest Buyback Ratio.

#### **Harvest Energy Leaders Plus Income ETF**

The Harvest Energy Leaders Plus Income ETF invests in an equally-weighted portfolio of Equity Securities of 20 Energy Issuers chosen from the Energy Leaders Investable Universe that immediately following each quarterly reconstitution and rebalancing (i) have a market capitalization of at least \$10 billion at the time of investment; (ii) are currently paying a dividend/distribution; (iii) have options in respect of their Equity Securities listed on a recognized options exchange; and (iv) have operations and/or offices in at least two countries. In order to provide more diversified exposure for

Canadian investors that are seeking exposure to the energy sector, Harvest Energy Leaders Plus Income ETF aims to focus on Energy Leaders with operations and/or offices outside of Canada.

The Manager selects the Equity Securities for the portfolio and quarterly reconstitutes and rebalances the portfolio such that the portfolio, at the time immediately following each quarterly reconstitution and rebalancing, will have the following investment characteristics: (i) average Price-to-Earnings Ratio lower than the average for the Energy Leaders Investable Universe; (ii) an average Yield greater than the average for the Energy Leaders Investable Universe; and (iii) an average 5-year Return on Equity growth greater than the average for the Energy Leaders Investable Universe.

#### **Harvest Tech Achievers Growth & Income ETF**

Harvest Tech Achievers Growth & Income ETF invests in 20 equally-weighted Equity Securities of Technology Issuers chosen from the Technology Achievers Investable Universe that at the time of investment and immediately following each quarterly reconstitution and rebalancing (i) have a market capitalization of at least US\$10 billion; and (ii) have options in respect of their Equity Securities listed on a recognized options exchange.

The Manager selects the Equity Securities for the portfolio and quarterly reconstitutes and rebalances the portfolio such that the portfolio, at the time of the initial investment and immediately following each quarterly reconstitution and rebalancing, will have the following investment characteristics: (i) an average current year Forward Price-to-Earnings Ratio that is less than the average for the Technology Achievers Investable Universe; (ii) an average 3-year Return on Equity greater than the average for the Technology Achievers Investable Universe; and (iii) an average PEG Ratio that is less than the average for the Technology Achievers Investable Universe.

#### **Harvest Global REIT Leaders Income ETF**

The Harvest Global REIT Leaders Income ETF invests in a portfolio of Equity Securities of not less than 20 REIT Issuers and not more than 30 REIT Issuers, chosen from the REIT Leaders Investable Universe that immediately following each quarterly reconstitution (i) have a market capitalization of at least \$2 billion at the time of investment; and (ii) have only Equity Securities that are listed on a recognized stock exchange of a developed market. In order to provide diversified exposure for Canadian investors that are seeking exposure to the REIT sectors, the Harvest Global REIT Leaders Income ETF aims to primarily focus on REIT Leaders with operations and/or offices outside of Canada.

The Manager selects the Equity Securities for the portfolio and at a minimum will reconstitute and rebalance the portfolio quarterly. In the event that, in the opinion of the Manager, less than 20 REIT Issuers meet the investment criteria of the Harvest Global REIT Leaders Income ETF, the Harvest Global REIT Leaders Income ETF may invest in less than 20 REIT Issuers. No REIT Issuer will comprise greater than 6% of the NAV of the Harvest Global REIT Leaders Income ETF determined at the time of investment and immediately following each rebalancing.

#### ***General Investment Strategies***

The Harvest ETFs will invest in a portfolio comprised of various securities and instruments which may include, but are not limited to, debt securities, equity and equity related securities, futures contracts and exchange traded funds (provided such investments are consistent with such Harvest ETF's investment objectives and

strategies). Equity related securities held by the Harvest ETFs may include but are not limited to, ADRs, convertible debt, income trust units, single issuer equity options, preferred shares and warrants. If market conditions require, in order to preserve capital, the Harvest ETFs may seek to invest a substantial portion of its assets in cash and cash equivalents.

***Covered Option Writing*** (applicable to the Harvest ETFs, other than Harvest US Equity Plus Income ETF)

The Manager believes that option writing may have potential to add value and is an effective way to help lower the level of volatility for an investor and potentially improve returns. All other things being equal, higher volatility in the price of a security results in higher Option Premiums in respect of such security. The Manager believes Equity Securities of the Harvest ETFs, other than the Harvest US Equity Plus Income ETF, are suited for a covered call writing strategy. Each month, covered call options will be written by the Manager on not more than 33% of the Equity Securities of any of the Brand Leaders, Energy Leaders, Healthcare Leaders, Technology Achievers and REIT Leaders held in a Harvest ETF's portfolio, as applicable.

***Investment in Other Investment Funds***

In accordance with applicable securities legislation, including NI 81-102, and as an alternative to or in conjunction with investing in and holding securities directly, the Harvest ETFs may also invest in one or more other investment funds, including other investment funds managed by the Manager (each, an "**Other Fund**"), provided that no management fees or incentive fees are payable by the Harvest ETFs that, to a reasonable person, would duplicate a fee payable by the Other Fund for the same service. The Harvest ETFs' allocation to investments in other investment funds, if any, will vary from time to time depending on the relative size and liquidity of the investment fund, and the ability of the Manager to identify appropriate investment funds that are consistent with the Harvest ETFs' investment objectives and strategies.

***Use of Derivative Instruments***

The Harvest ETFs may use derivative instruments to reduce transaction costs and increase the liquidity and efficiency of trading. The Harvest ETFs may, from time to time, use derivatives to hedge their exposure to Equity Securities or to generate additional income. The Harvest ETFs may invest in or use derivative instruments, including futures contracts and forward contracts, provided that the use of such derivative instruments is in compliance with NI 81-102 or the appropriate regulatory exemptions have been obtained, and is consistent with the investment objectives and strategies of the Harvest ETFs.

***Currency Hedging***

The Harvest ETFs will hedge substantially all of the value of their portfolios attributable to the Class A Units' non-Canadian currency exposure back to the Canadian dollar at all times. The value of a Harvest ETFs' portfolio attributable to the Class U Units of a Harvest ETF, if any, will not be hedged.

All such currency forward agreements will be entered into in compliance with NI 81-102 with financial institutions that have a "designated rating" as defined in NI 81-102. Hedging currency exposure to reduce the impact of fluctuations in exchange rates is intended to reduce the direct exposure to foreign currency risk for Class A Unitholders.

***Securities Lending***

The Harvest ETFs may in the future enter into securities lending transactions, repurchase and reverse purchase transactions in compliance with NI 81-102 to earn additional income for the Harvest ETFs.

See “Investment Strategies”.

**Special Considerations for Purchasers:**

The provisions of the so-called “early warning” requirements set out in Canadian securities legislation do not apply in connection with the acquisition of Units. In addition, the Harvest ETFs are entitled to rely on exemptive relief from the securities regulatory authorities to permit a Unitholder of the Harvest ETFs to acquire more than 20% of the Units through purchases on the TSX without regard to the takeover bid requirements of applicable Canadian securities legislation, provided that such Unitholder, and any person acting jointly or in concert with such Unitholder, undertakes to the Manager not to vote more than 20% of the Units at any meeting of Unitholders of the Harvest ETFs.

See “Attributes of the Securities - Description of the Securities Distributed”.

**Distributions:**

Any cash distributions on the Units of the Harvest ETFs, other than Harvest US Equity Plus Income ETF, are expected to be made monthly. Any cash distribution on the Units of the Harvest US Equity Plus Income ETF are expected to be made quarterly. The Harvest ETFs do not have a fixed distribution amount. The amount of ordinary cash distributions, if any, will be based on the Manager’s assessment of the prevailing market conditions. The amount and date of any ordinary cash distributions of the Harvest ETFs for each 12 month period will be announced in advance by issuance of a press release, at least annually. Subject to compliance with the investment objectives of the Harvest ETFs, the Manager may, in its complete discretion, change the frequency of these distributions and any such change will be announced by press release.

Distributions on the Units are expected to consist of income, including foreign source income, and capital gains, less the expenses of the Harvest ETF and may include returns of capital. Distributions on the Class U Units will be paid in U.S. dollars.

See “Distribution Policy”.

**Distribution Reinvestment:**

The Manager may adopt a distribution reinvestment plan (a “**Reinvestment Plan**”) in respect of the Harvest ETFs. If a Reinvestment Plan is adopted, a Unitholder of a Harvest ETF may elect to participate in the Reinvestment Plan by notifying the CDS Participant through which the Unitholder holds its Units of the Harvest ETF. Under the Reinvestment Plan, cash distributions (net of any required withholding tax) will be used to acquire additional Units of the Harvest ETF in the market and will be credited to the account of the Unitholder through CDS.

See “Distributions Policy – Distribution Reinvestment Plan”.

**Redemptions:**

In addition to the ability to sell Units on the TSX, Unitholders may redeem Units for cash at a redemption price per Unit equal to 95% of the closing price for the Units on the TSX on the effective day of the redemption, subject to a maximum redemption price per Unit equal to the NAV per Unit on the effective day of redemption. The Harvest ETFs will also offer additional redemption or exchange options which are available where a Dealer, Designated Broker, or Unitholder redeems or exchanges a PNU or a multiple PNU.

See “Exchange and Redemption of Units”.



**Income Tax Considerations:**

A Unitholder who is resident in Canada will generally be required to include, in computing income for a taxation year, the amount of income (including any net realized taxable capital gains) that is paid or becomes payable to the Unitholder by a Harvest ETF in that year (including such income that is reinvested in additional Units or paid in Units).

A Unitholder who disposes of a Unit of a Harvest ETF that is held as capital property, including on a redemption or otherwise, will generally realize a capital gain (or capital loss) to the extent that the proceeds of disposition (other than any amount payable by a Harvest ETF which represents capital gains allocated and designated to the redeeming Unitholder) net of costs of disposition, exceed (or are less than) the adjusted cost base of that Unit.

Each investor should satisfy himself or herself as to the federal and provincial tax consequences of an investment in Units by obtaining advice from his or her tax advisor.

See “Income Tax Considerations”.

**Eligibility for Investment:**

Provided that a Harvest ETF qualifies as a “mutual fund trust” within the meaning of the Tax Act, or the Units of such Harvest ETF are listed on a “designated stock exchange” within the meaning of the Tax Act, the Units of such Harvest ETF, if issued on the date hereof, would be on such date qualified investments under the Tax Act for a trust governed by an RRSP, a RRIF, an RDSP, a DPSP, an RESP or a TFSA.

See “Income Tax Considerations – Taxation of Registered Plans”.

**Documents Incorporated by Reference:**

During the period in which the Harvest ETFs are in continuous distribution, additional information about the Harvest ETFs will be available in the most recently filed annual financial statements, unaudited interim financial statements filed after those annual financial statements and the most recently filed annual management report of fund performance and any interim management report of fund performance filed after that annual management report of fund performance, and the most recently filed ETF Facts. These documents will be incorporated by reference into this prospectus. Documents incorporated by reference into this prospectus legally form part of this prospectus just as if they were printed as part of this prospectus. These documents will be publicly available on the website of the Harvest ETFs at [www.harvestportfolios.com](http://www.harvestportfolios.com) and may be obtained upon request, at no cost, by calling 416-649-4541 or toll-free 866-998-8298 or by contacting your dealer. These documents and other information about the Harvest ETFs are also publicly available at [www.sedar.com](http://www.sedar.com).

See “Documents Incorporated by Reference”.

**Termination:**

The Harvest ETFs do not have a fixed termination date but may be terminated at the discretion of the Manager in accordance with the terms of the Declaration of Trust. See “Termination of the Harvest ETFs”.

**Risk Factors:**

There are certain general risk factors inherent in an investment in the Harvest ETFs, including:

- (a) No assurances on achieving investment objective;
- (b) Loss of investment;
- (c) Securities market risk;
- (d) Specific issuer risk;
- (e) Equity risk;
- (f) General regulatory risk;
- (g) Corresponding NAV risk;
- (h) Fluctuations in NAV and market price of the Units;
- (i) Designated Broker/Dealer risk;
- (j) Reliance on key personnel risk;
- (k) Potential conflicts of interest risk;
- (l) Cease trading of securities risk;
- (m) Exchange risk;
- (n) Early closing risk;
- (o) Illiquid securities;
- (p) Market disruptions risk;
- (q) Nature of the Units;
- (r) Tax risk;
- (s) Fund of funds investment risk;
- (t) Liability of Unitholders risk;
- (u) Risks associated with not being a trust company; and
- (v) Absence of an active market and limited operating history as an exchange traded fund.

See “Risk Factors – General Risks Relating to an Investment in the Harvest ETFs”.

In addition to the general risk factors, the following additional risk factors are inherent in an investment in one or more of the Harvest ETFs as indicated in the table below:

<b>ETF Specific Risks</b>	Harvest Brand Leaders Plus Income ETF	Harvest Healthcare Leaders Income ETF	Harvest US Equity Plus Income ETF	Harvest Energy Leaders Plus Income ETF	Harvest Tech Achievers Growth & Income ETF	Harvest Global REIT Leaders Income ETF
Sensitivity to interest rate fluctuations	✓	✓	✓	✓	✓	✓
Foreign markets risk	✓	✓	✓	✓	✓	✓

Global financial developments	✓	✓	✓	✓	✓	✓
Risks associated with brands	✓	✓	✓	✓	✓	✓
Risks associated with Energy Issuers				✓		
Risks related to Healthcare Issuers		✓				
Risks related to Healthcare Issuers operating in the real estate sector		✓				✓
Healthcare sector regulatory risk		✓				✓
Fluctuations in value of Technology Achievers					✓	
Technology Issuer risks					✓	
Technology sector regulatory risk					✓	
Real Estate Issuer Risk						✓
Currency exposure risk	✓	✓	✓	✓	✓	✓
Concentration risk	✓	✓	✓	✓	✓	✓
Reliance on historical data risk	✓	✓	✓	✓	✓	✓
Multi-class structure risk	✓	✓	✓	✓	✓	
Use of options (in respect of the Harvest ETFs, other than Harvest US Equity Plus Income ETF) and other	✓	✓		✓	✓	✓

derivative instruments						
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### *Organization and Management of the Harvest ETFs*

- The Manager, Trustee and Portfolio Manager:** Harvest Portfolios Group Inc., a registered portfolio manager and investment fund manager, is the promoter, trustee, manager and portfolio manager of the Harvest ETFs. The Manager is responsible for providing or arranging for the provision of administrative services and management functions, including the day-to-day management of the Harvest ETFs. As portfolio manager, Harvest also provides investment advisory services with respect to the Harvest ETFs. The principal office of Harvest is located at 710 Dorval Drive, Suite 209, Oakville, Ontario, L6K 3V7.
- See “Organization and Management Details of the Harvest ETFs”.
- Custodian:** State Street Trust Company Canada is the custodian of the Harvest ETFs and is independent of the Manager. The Custodian provides custodial services to the Harvest ETFs. The Custodian is located in Toronto, Ontario.
- See “Organization and Management Details of the Harvest ETFs – Custodian”.
- Valuation Agent:** State Street Trust Company Canada provides accounting services in respect of the Harvest ETFs. State Street Fund Services Toronto Inc. is located in Toronto, Ontario.
- See “Organization and Management Details of the Harvest ETFs – Valuation Agent”.
- Auditors:** PricewaterhouseCoopers LLP is responsible for auditing the annual financial statements of the Harvest ETFs. The auditor is independent with respect to the Harvest ETFs within the meaning of the Rules of Professional Conduct of the Chartered Professional Accountants of Ontario. The head office of PricewaterhouseCoopers LLP is in Toronto, Ontario.
- See “Organization and Management Details of the Harvest ETFs – Auditors”.
- Registrar and Transfer Agent:** State Street Trust Company Canada, at its principal offices in Toronto, Ontario is the registrar and transfer agent for the Units pursuant to a registrar and transfer agency agreement. State Street Trust Company Canada is independent of the Manager.
- See “Organization and Management Details of the Harvest ETFs – Registrar and Transfer Agent”.
- Promoter:** Harvest is the promoter of the Harvest ETFs. Harvest took the initiative in founding and organizing the Harvest ETFs and is, accordingly, the promoter of the Harvest ETFs within the meaning of securities legislation of certain provinces and territories of Canada.
- See “Organization and Management Details of the Harvest ETFs – Promoter”.

### *Summary of Fees and Expenses*

The following table lists the fees and expenses payable by the Harvest ETFs, and the fees and expenses that Unitholders may have to pay if they invest in the Harvest ETFs. Unitholders may have to pay some of these fees and

expenses directly. Alternatively, the Harvest ETFs may have to pay some of these fees and expenses, which will therefore reduce the value of an investment in the Harvest ETFs.

*Fees and Expenses Payable by the Harvest ETFs*

**Type of Charge:**

**Description**

**Management Fee:**

Each class of a Harvest ETF will pay an annual management fee (the “**Management Fee**”) calculated and payable in monthly arrears based on the average NAV of that class, calculated at each Valuation Time of the Harvest ETF during that month. The Management fee for each Harvest ETF is as follows:

<b>Harvest ETF</b>	<b>Annual Management Fee</b>
Harvest Brand Leaders Plus Income ETF	0.75% of NAV plus applicable taxes
Harvest Healthcare Leaders Income ETF	0.85% of NAV plus applicable taxes
Harvest US Equity Plus Income ETF	0.75% of NAV plus applicable taxes
Harvest Energy Leaders Plus Income ETF	0.85% of NAV plus applicable taxes
Harvest Tech Achievers Growth & Income ETF	0.85% of NAV plus applicable taxes
Harvest Global REIT Leaders Income ETF	0.85% of NAV plus applicable taxes

The Manager may, at its discretion, agree to charge a reduced fee as compared to the fee it would otherwise be entitled to receive from the Harvest ETFs with respect to large investments in the Harvest ETFs by Unitholders. Such a reduction will be dependent upon a number of factors, including the amount invested, the total assets of the Harvest ETFs under administration and the expected amount of account activity. In such cases, an amount equal to the difference between the fee otherwise chargeable and the reduced fee will be distributed to the applicable Unitholders as Management Fee Distributions. See “Fees and Expenses”.

**Operating Expenses:**

In addition to the Management Fee, unless otherwise waived or reimbursed by the Manager, and subject to compliance with NI 81-102, it is expected that the Harvest ETFs will be responsible for the payment of all operating and administrative expenses relating to the operation of the Harvest ETFs and the carrying on of its business, including, but not limited to: (a) mailing and printing expenses for periodic reports to Unitholders, (b) fees payable to the trustee for acting as trustee (except when the Manager is the trustee), (c) fees payable to the registrar and transfer agent, (d) fees payable to the custodian for acting as custodian of the assets of the Harvest ETFs; (e) any reasonable out of pocket expenses incurred by the Manager or its agents in connection with their ongoing obligations to the Harvest ETFs, (f) IRC committee member fees and expenses in connection with the IRC, (g) expenses related to compliance with NI 81-107, (h) fees and expenses relating to voting of proxies by a third party, (i) insurance coverage for the members of the IRC, (j) fees payable to the auditors and legal advisors of the Harvest ETFs, (k) regulatory filing, stock exchange and licensing fees and CDS fees, (l) banking and interest with respect to any borrowing (if applicable), (m) website maintenance costs, (n) any taxes payable by the

Harvest ETFs or to which the Harvest ETFs may be subject, including income taxes, sales taxes and/or withholding taxes (o) expenditures incurred upon termination of the Harvest ETFs, (p) brokerage commissions, (q) costs and expenses of complying with all applicable laws, regulations and policies, including expenses and costs incurred in connection with the continuous public filing requirements such as permitted prospectus preparation and filing expenses, (r) extraordinary expenses that the Harvest ETFs may incur and all amounts paid on account of any indebtedness (if applicable), (s) any expenses of insurance and costs of all suits or legal proceedings in connection with the Harvest ETFs or the assets of the Harvest ETFs or to protect the Unitholders, the trustee, the Manager, the investment manager, any sub-advisor and the directors, officers, employees or agents of the trustee, the Manager, the investment manager and any sub-advisor, (t) any expenses of indemnification of the trustee, the Unitholders, the Manager, the investment manager, any sub-advisor or agents, or their respective directors, officers, employees or agents to the extent permitted under the Declaration of Trust, (u) expenses relating to the preparation, printing and mailing of information to Unitholders and relating to meetings of Unitholders, and (v) legal, accounting and audit fees and fees and expenses of the trustee, custodian and Manager which are incurred in respect of matters not in the normal course of the Harvest ETFs' activities. If applicable, the costs of any currency hedging will be borne by the applicable Class A Units of a Harvest ETF only. The Harvest ETFs are also responsible for all commissions and other costs of portfolio transactions and any extraordinary expenses of the Harvest ETFs which may be incurred from time to time.

Costs and expenses payable by the Manager, or an affiliate of the Manager, include the initial organization costs of the Harvest ETFs and the costs of the preparation and filing of the preliminary prospectus and initial prospectus.

See "Fees and Expenses".

**Expenses of the Issue:**

Apart from the initial organization costs of the Harvest ETFs, all expenses related to the issuance of Units of the Harvest ETFs shall be borne by the Harvest ETFs unless otherwise waived or reimbursed by the Manager. See "Fees and Expenses".

*Fees and Expenses Payable Directly by Unitholders*

**Administration Fee:**

The Manager may, at its discretion, charge exchanging or redeeming Unitholders an administration fee of up to 2% of the exchange or redemption proceeds to offset certain transaction costs associated with the exchange or redemption of Units. The Manager will publish the current administration fee, if any, on its website, [www.harvestportfolios.com](http://www.harvestportfolios.com).

See "Exchange and Redemption of Units".

**OVERVIEW OF THE LEGAL STRUCTURE OF THE HARVEST ETFS**

The Harvest ETFs are exchange traded mutual fund trusts established under the laws of the province of Ontario, the Units of which are offered pursuant to this prospectus. Harvest Portfolios Group Inc. (the "**Manager**"), a registered portfolio manager and investment fund manager, is the promoter, trustee, manager and portfolio manager of the Harvest ETFs.

The Tech Achievers Growth & Income Fund was originally established as a closed-end investment trust (as Tech Achievers Growth & Income Fund (the "**Fund**")) under the laws of the province of Ontario. As approved by unitholders at an adjourned special meeting of the Fund held on April 28, 2017, the Fund changed its name to Tech Achievers Growth & Income ETF, and the Fund converted from a closed-end fund into an exchange traded fund, all

in accordance with the terms of the Declaration of Trust (the “**Conversion**”). The units of Tech Achievers Growth & Income Fund outstanding on the effective date of the Conversion were re-designated as Class A Units of Harvest Tech Achievers Growth & Income ETF. References in this prospectus to “Harvest Tech Achievers Growth & Income ETF” refer to such Harvest ETF, following the Conversion.

On June 14, 2018, the Declaration of Trust was amended to implement the following name changes to the Harvest ETFs: Brand Leaders Plus Income ETF, Healthcare Leaders Income ETF, US Equity Plus Income ETF, Energy Leaders Plus Income ETF, Tech Achievers Growth & Income ETF and Global REIT Leaders Income ETF were renamed Harvest Brand Leaders Plus Income ETF, Harvest Healthcare Leaders Income ETF, Harvest US Equity Plus Income ETF, Harvest Energy Leaders Plus Income ETF, Harvest Tech Achievers Growth & Income ETF and Harvest Global REIT Leaders Income ETF, respectively.

The Units are currently listed and trading on the Toronto Stock Exchange (“**TSX**”) and investors can buy or sell such Units on the TSX through registered brokers and dealers in the province or territory where the investors reside. Investors may incur customary brokerage commissions in buying or selling Units. No fees are paid by investors to the Manager or any Harvest ETF in connection with the buying or selling of Units on the TSX.

The head office of the Manager and the Harvest ETFs is 710 Dorval Drive, Suite 209, Oakville, Ontario, L6K 3V7.

The following chart sets out the full legal name as well as the TSX ticker symbol for each Harvest ETF:

<b>Name of Harvest ETF</b>	<b>TSX Ticker Symbol (Class A Units)</b>	<b>TSX Ticker Symbol (Class U Units)</b>
Harvest Brand Leaders Plus Income ETF	HBF	HBF.U
Harvest Healthcare Leaders Income ETF	HHL	HHL.U
Harvest US Equity Plus Income ETF	HUL	HUL.U
Harvest Energy Leaders Plus Income ETF	HPF	HPF.U
Harvest Tech Achievers Growth & Income ETF	HTA <sup>2</sup>	HTA.U
Harvest Global REIT Leaders Income ETF	HGR	-

## **INVESTMENT OBJECTIVES**

The investment objective of each Harvest ETF is described below. The investment objectives of the Harvest ETFs may not be changed except with the approval of their Unitholders. See “Unitholder Matters” for additional descriptions of the process for calling a meeting of Unitholders and the requirements of Unitholder approval.

### **Harvest Brand Leaders Plus Income ETF**

The Harvest Brand Leaders Plus Income ETF’s investment objective is to provide Unitholders with (i) monthly cash distributions; (ii) the opportunity for capital appreciation; and (iii) lower overall volatility of portfolio returns than would otherwise be experienced by owning Equity Securities of the Brand Leaders directly. To achieve lower overall volatility of portfolio returns, the Harvest Brand Leaders Plus Income ETF will generally write covered call options on up to 33% of the portfolio securities. The level of covered call option writing may vary based on market volatility and other factors.

### **Harvest Healthcare Leaders Income ETF**

The Harvest Healthcare Leaders Income ETF’s investment objective is to provide Unitholders with (i) the opportunity for capital appreciation; (ii) monthly cash distributions; and (iii) lower overall volatility of portfolio returns than would

<sup>2</sup> Before the Conversion, the TSX ticker symbol for the Class A Units of Tech Achievers Growth & Income Fund was HTA.UN.

otherwise be experienced by owning Equity Securities of the Healthcare Leaders directly. To achieve lower overall volatility of portfolio returns, the Harvest Healthcare Leaders Income ETF will generally write covered call options on up to 33% of the portfolio securities. The level of covered call option writing may vary based on market volatility and other factors.

#### **Harvest US Equity Plus Income ETF**

The Harvest US Equity Plus Income ETF's investment objective is to provide Unitholders with (i) the opportunity for capital appreciation; and (ii) quarterly cash distributions. The Harvest US Equity Plus Income ETF has been created to provide investors with exposure to an equally-weighted portfolio of Equity Securities of 25 issuers selected from the top 100 issuers in the US Buyback Leaders Investable Universe with the highest Buyback Ratio.

#### **Harvest Energy Leaders Plus Income ETF**

The Harvest Energy Leaders Plus Income ETF's investment objective is to provide Unitholders with (i) monthly cash distributions; (ii) the opportunity for capital appreciation; and (iii) lower overall volatility of portfolio returns than would otherwise be experienced by owning Equity Securities of the Energy Leaders directly. To achieve lower overall volatility of portfolio returns, the Harvest Energy Leaders Plus Income ETF will generally write covered call options on up to 33% of the portfolio securities. The level of covered call option writing may vary based on market volatility and other factors.

#### **Harvest Tech Achievers Growth & Income ETF**

Harvest Tech Achievers Growth & Income ETF's investment objective is to provide Unitholders with (i) the opportunity for capital appreciation; (ii) monthly cash distributions; and (iii) lower overall volatility of the portfolio returns than would otherwise be experienced by owning Equity Securities of Technology Achievers directly. To achieve lower overall volatility of portfolio returns, the Harvest Tech Achievers Growth & Income ETF will generally write covered call options on up to 33% of the portfolio securities. The level of covered call option writing may vary based on market volatility and other factors.

#### **Harvest Global REIT Leaders Income ETF**

The Harvest Global REIT Leaders Income ETF's investment objective is to provide Unitholders with (i) the opportunity for capital appreciation; (ii) monthly cash distributions; and (iii) lower overall volatility of portfolio returns than would otherwise be experienced by owning Equity Securities of the REIT Leaders directly. To achieve lower overall volatility of portfolio returns, the Harvest Global REIT Leaders Income ETF will generally write covered call options on up to 33% of the option eligible portfolio securities. The level of covered call option writing may vary based on market volatility and other factors.

### **INVESTMENT STRATEGIES**

The investment strategy of each Harvest ETF is to achieve its investment objective as follows:

#### **Harvest Brand Leaders Plus Income ETF**

Harvest Brand Leaders Plus Income ETF invests in an equally-weighted portfolio of Equity Securities of 20 Brand Leaders from the Brand Leaders Investable Universe that have a market capitalization of at least US\$10 billion at the time of investment and meet the investment characteristics described below.

The Manager selects the Equity Securities for the portfolio and quarterly reconstitutes and rebalances the portfolio such that the portfolio, at the time immediately following each quarterly reconstitution and rebalancing, will have the following investment characteristics: (i) an average Price-to-Earnings Ratio lower than the average for the Brand Leaders Investable Universe; (ii) an average Yield greater than the average for the Brand Leaders Investable Universe; and (iii) an average 5-year Return on Equity growth greater than the average for the Brand Leaders Investable Universe.

The portfolio is reconstituted and rebalanced quarterly but may be reconstituted and rebalanced more frequently: (a) if a Brand Leader in the portfolio is the subject of a merger or other fundamental corporate action that in the opinion



of the Manager requires the Brand Leader to be removed from the portfolio; (b) if the Manager is no longer able to write call options on the Equity Securities of the Brand Leader because such options are no longer listed on a North American stock exchange; or (c) at the Manager's discretion (e.g. in order to take a defensive position in declining markets). In such circumstances, the Brand Leader that is removed from the portfolio will be replaced with another Brand Leader from the Brand Leaders Investable Universe at the discretion of the Manager such that the portfolio will meet the value, Yield and quality investment characteristics described above at the time of reconstitution or rebalancing.

It is the Manager's intention to purchase only ADRs for those Brand Leaders from the Brand Leaders Investable Universe that are considered to be "foreign issuers" in the U.S. and that are not listed on a Canadian stock exchange. The Manager intends to purchase common shares for all other Brand Leaders selected for the portfolio.

The Manager also employs a covered call option writing strategy. See "General Investment Strategies – Covered Option Writing" below.

### **Harvest Healthcare Leaders Income ETF**

Harvest Healthcare Leaders Income ETF invests in an equally-weighted portfolio of Equity Securities of 20 Healthcare Issuers chosen from the Healthcare Leaders Investable Universe that immediately following each semi-annual reconstitution and rebalancing (i) have a market capitalization of at least US\$5 billion, and (ii) have options in respect of their Equity Securities listed on a recognized options exchange.

The Manager selects the Equity Securities for the portfolio and semi-annually reconstitutes and rebalances the portfolio such that the portfolio, immediately following each semi-annual reconstitution and rebalancing, will have the following investment characteristics: (a) an average Price-to-Earnings Ratio lower than the average for the Healthcare Leaders Investable Universe; and (b) an average 5-year Return on Equity greater than the average for the Healthcare Leaders Investable Universe.

In determining the composition of the portfolio, consideration is also given to other quantitative factors such as Yield, Earnings Per Share growth, implied volatility and option liquidity.

The portfolio is reconstituted and rebalanced semi-annually (within 20 business days following the last business day of June and December) but may be reconstituted and rebalanced more frequently: (i) if a Healthcare Leader in the portfolio is the subject of a merger or other fundamental corporate action that in the opinion of the Manager requires the Healthcare Leader to be removed from the portfolio; (ii) if a Healthcare Issuer's options are no longer listed on a recognized options exchange; or (iii) at the Manager's discretion (e.g. in order to take a defensive position in declining markets). In such circumstances, the Healthcare Leader that is removed from the portfolio will be replaced with another Healthcare Leader from the Healthcare Leaders Investable Universe at the discretion of the Manager such that the portfolio will meet the value and quality investment characteristics described above at the time of such reconstitution and rebalancing. In the event that there are not 20 Healthcare Issuers that meet the investment criteria of the Harvest ETF, the Harvest ETF will invest in fewer than 20 Healthcare Issuers.

It is the Manager's intention to purchase only ADRs for those Healthcare Leaders from the Healthcare Leaders Investable Universe that are considered to be "foreign issuers" in the U.S. and that are not listed on a Canadian stock exchange. The Manager intends to purchase common shares for all other Healthcare Leaders selected for the portfolio.

The Manager also employs a covered call option writing strategy. See "General Investment Strategies – Covered Option Writing" below.

### **Harvest US Equity Plus Income ETF**

The Harvest US Equity Plus Income ETF invests in an equally-weighted portfolio of Equity Securities of 25 issuers selected from the top 100 issuers with the largest dollar amount of shares repurchased over the prior four quarters for which information is publicly available relative to the issuer's current market capitalization that meet the following criteria: (i) are included in the S&P 500 Index; (ii) have a market capitalization that is at least US\$10 billion as

determined at the time of investment; (iii) are incorporated in the U.S.; (iv) pay a dividend; and v) have bought back their shares within the prior four quarters as determined at the time of investment.

The Manager selects the Equity Securities for the portfolio and quarterly reconstitutes and rebalances the portfolio such that the portfolio, immediately following each quarterly reconstitution and rebalancing, will include an equal weighting of the 25 issuers in the US Buyback Leaders Investable Universe with the highest Buyback Ratio.

The Buyback Ratios for the issuers in the US Buyback Leaders Investable Universe will be calculated and the portfolio is reconstituted and rebalanced quarterly within 30 days following the last business day of March, June, September and December and may be reconstituted and rebalanced more frequently if a US Buyback Leader in the portfolio is the subject of a merger or other fundamental corporate action that in the opinion of the Manager requires the US Buyback Leader to be removed from the portfolio or otherwise at the Manager's discretion (e.g. in order to take a defensive position in declining markets). The Manager will rely on Bloomberg for the information to calculate the Buyback Ratio or, if this information is no longer available, a similar service.

### **Harvest Energy Leaders Plus Income ETF**

The Harvest Energy Leaders Plus Income ETF invests in an equally-weighted portfolio of Equity Securities of 20 Energy Issuers chosen from the Energy Leaders Investable Universe that immediately following each quarterly reconstitution and rebalancing (i) have a market capitalization of at least \$10 billion at the time of investment; (ii) are currently paying a dividend/distribution; (iii) have options in respect of their Equity Securities listed on a recognized options exchange; and (iv) have operations and/or offices in at least two countries. In order to provide more diversified exposure for Canadian investors that are seeking exposure to the energy sector, the Energy Leaders Plus Income aims to focus on Energy Leaders with operations and/or offices outside of Canada.

The Manager selects the Equity Securities for the portfolio and quarterly reconstitutes and rebalances the portfolio such that the portfolio, at the time immediately following each quarterly reconstitution and rebalancing, will have the following investment characteristics: (i) average Price-to-Earnings Ratio lower than the average for the Energy Leaders Investable Universe; (ii) an average Yield greater than the average for the Energy Leaders Investable Universe; and (iii) an average 5-year Return on Equity growth greater than the average for the Energy Leaders Investable Universe.

The portfolio is reconstituted and rebalanced quarterly but may be reconstituted and rebalanced more frequently: (i) if an Energy Leader in the portfolio is the subject of a merger or other fundamental corporate action that in the opinion of the Manager requires the Energy Leader to be removed from the portfolio; (ii) if an Energy Leader's options are no longer listed on a recognized options exchange; or (iii) at the Manager's discretion (e.g. in order to take a defensive position in declining markets). In such circumstances, the Energy Leader that is removed from the portfolio will be replaced with another Energy Leader from the Energy Leaders Investable Universe at the discretion of the Manager such that the portfolio will meet the value, Yield and quality investment characteristics described above at the time of reconstitution or rebalancing. In the event that there are not 20 Energy Issuers that meet the investment criteria of Energy Leaders Plus Income, the Harvest ETF will invest in fewer than 20 Energy Issuers.

The Manager also employs a covered call option writing strategy. See "General Investment Strategies – Covered Option Writing" below.

### **Harvest Tech Achievers Growth & Income ETF**

Harvest Tech Achievers Growth & Income ETF invests in 20 equally-weighted Equity Securities of Technology Issuers chosen from the Technology Achievers Investable Universe that at the time of investment and immediately following each quarterly reconstitution and rebalancing (i) have a market capitalization of at least US\$10 billion; and (ii) have options in respect of their Equity Securities listed on a recognized options exchange.

The Manager selects the Equity Securities for the portfolio and quarterly reconstitutes and rebalances the portfolio such that the portfolio, at the time of the initial investment and immediately following each quarterly reconstitution and rebalancing, will have the following investment characteristics: (i) an average current year Forward Price-to-Earnings Ratio that is less than the average for the Technology Achievers Investable Universe; (ii) an average 3-year

Return on Equity greater than the average for the Technology Achievers Investable Universe; and (iii) an average PEG Ratio that is less than the average for the Technology Achievers Investable Universe. In determining the composition of the portfolio, consideration will also be given to other investment metrics such as yield, return on investment, debt ratio and implied volatility.

The portfolio is reconstituted and rebalanced quarterly (within 20 Business Days following the last Business Day of June, September, December and March) but may be reconstituted and rebalanced more frequently: (i) if a Technology Achiever in the portfolio is the subject of a merger or other fundamental corporate action that in the opinion of the Manager requires the technology achiever to be removed from the Portfolio; (ii) if a Technology Achiever's options are no longer listed on a recognized options exchange; or (iii) at the Manager's discretion (e.g. in order to take a defensive position in declining markets). In such circumstances, the Technology Achiever that is removed from the portfolio will be replaced with another Technology Achiever from Technology Achievers Investable Universe at the discretion of the Manager such that the portfolio will meet the quality, value and growth investment characteristics described above at the time of such reconstitution or rebalancing. In the event that there are not 20 Technology Issuers that meet the investment criteria of the Harvest ETF, the Harvest ETF will invest in fewer than 20 Technology Issuers.

It is the Manager's intention to purchase only ADRs for those Technology Achievers from the Technology Achievers Investable Universe that are considered to be "foreign issuers" in the U.S. and that are not listed on a Canadian stock exchange. The Manager intends to purchase common shares for all other Technology Issuers selected for the portfolio.

The Manager also employs a covered call option writing strategy. See "General Investment Strategies – Covered Option Writing" below.

#### **Harvest Global REIT Leaders Income ETF**

The Harvest Global REIT Leaders Income ETF generally invests in a portfolio of Equity Securities of not less than 20 REIT Issuers and not more than 30 REIT Issuers, chosen from the REIT Leaders Investable Universe that immediately following each quarterly reconstitution and rebalancing: (i) have a market capitalization of at least \$2 billion at the time of investment; and (ii) have only Equity Securities that are listed on a recognized stock exchange of a developed market. In order to provide diversified exposure for Canadian investors that are seeking exposure to the REIT sectors, the Harvest Global REIT Leaders Income ETF aims to primarily focus on REIT Leaders with operations and/or offices outside of Canada.

The Manager selects the Equity Securities for the portfolio and reconstitutes and rebalances the portfolio at least quarterly. At the time of each initial investment and immediately following each reconstitution and rebalancing, the Manager will consider REIT Leaders based on certain investment characteristics, that may include: (i) price-to-funds from operations, price-to-NAV, enterprise value-to-earnings before interest depreciation and amortization, various price-to-cash flow ratios and dividend yield; (ii) return-on-equity, debt-to-equity, debt to cash flow ratios and debt maturity profile; and (iii) long term growth forecasts, funds from operations growth, historical and forecasted rental growth and dividend growth.

The portfolio is reconstituted and rebalanced quarterly (within 30 days following the last Business Day of January, April, July and October) but may be reconstituted and rebalanced more frequently if a REIT Leader in the portfolio is the subject of a merger or other fundamental corporate action that in the opinion of the Manager requires the REIT Leader to be removed from the portfolio or otherwise at the Manager's discretion (e.g. in order to take a defensive position in declining markets). In the event that, in the opinion of the Manager, less than 20 REIT Issuers meet the Manager's investment criteria, the Manager may invest in less than 20 REIT Issuers. No REIT Issuer will comprise greater than 6% of the NAV of the Harvest Global REIT Leaders Income ETF determined at the time of investment and immediately following each rebalancing

The Manager also employs a covered call option writing strategy. See “General Investment Strategies – Covered Option Writing” below.

### **General Investment Strategies**

The Harvest ETFs will invest in portfolios comprised of various securities and instruments which may include, but are not limited to, debt securities, equity and equity related securities, futures contracts and exchange traded funds (provided such investments are consistent with such Harvest ETF’s investment objectives and strategies). Equity related securities held by the Harvest ETFs may include but are not limited to, ADRs, convertible debt, income trust units, single issuer equity options, preferred shares and warrants. If market conditions require, in order to preserve capital, the Harvest ETFs may seek to invest a substantial portion of their assets in cash and cash equivalents.

### ***Covered Option Writing (applicable to the Harvest ETFs, other than Harvest US Equity Plus Income ETF)***

The Manager believes that option writing may have potential to add value and is an effective way to help lower the level of volatility for an investor and potentially improve returns. All other things being equal, higher volatility in the price of a security results in higher Option Premiums in respect of such security. The Manager believes Equity Securities of the Harvest ETFs, other than the Harvest US Equity Plus Income ETF, are suited for a covered call writing strategy. Each month, covered call options will be written by the Manager on not more than 33% of the Equity Securities of any of the Brand Leaders, Energy Leaders, Healthcare Leaders, Technology Achievers and REIT Leaders held in a Harvest ETF’s portfolio, as applicable. Such options will generally be at a strike price that is at-the-money but the Manager may write options that are out-of-the-money at its discretion. The proportion of the Equity Securities of each Brand Leader, Energy Leader, Healthcare Issuer, Technology Achievers and REIT Leader in respect of which the Manager may write options may differ. The extent to which any of the individual Equity Securities in a Harvest ETF’s portfolio are subject to option writing and the terms of such options will vary from time to time based on the Manager’s assessment of the market.

The holder of a call option purchased from a Harvest ETF will have the option, exercisable during a specific time period or at expiry, to purchase the securities underlying the option from the Harvest ETF at the strike price per security. By selling call options, a Harvest ETF will receive Option Premiums, which are generally paid within one business day of the writing of the option. If at any time during the term of a call option or at expiry the market price of the underlying securities is above the strike price, the holder of the option may exercise the option and the Harvest ETF will be obligated to sell the securities to the holder at the strike price per security. Alternatively, a Harvest ETF may repurchase a call option it has written that is “in-the-money” by paying the market value of the call option. If, however, the option is “out-of-the-money” at expiration of the call option, the holder of the option will likely not exercise the option, the option will expire and the Harvest ETF will retain the underlying security. In each case, the Harvest ETF will retain the Option Premium.

The amount of Option Premium depends upon, among other factors, the volatility of the price of the underlying security: generally, the higher the volatility, the higher the Option Premium. In addition, the amount of the Option Premium will depend upon the difference between the strike price of the option and the market price of the underlying security at the time the option is written. The smaller the positive difference (or the larger the negative difference), the more likely it is that the option will become “in-the-money” during the term and, accordingly, the greater the Option Premium.

When a call option is written on a security in a Harvest ETF’s portfolio, the amounts that the Harvest ETF will be able to realize on the security if it is called on termination of the call option will be limited to the dividends received prior to the exercise of the call option during such period plus an amount equal to the sum of the strike price and the premium received from writing the option. In essence, the Harvest ETF will forego potential returns resulting from any price appreciation of the security underlying the option above the strike price in favour of the certainty of receiving the Option Premium. See “Risk Factors – Use of Options and Other Derivative Instruments”.

### *Call Option Pricing*

Many investors and financial market professionals price call options based on the Black Scholes Model. In practice, however, actual Option Premiums are determined in the marketplace and there can be no assurance that the values generated by the Black Scholes Model can be attained in the market.

### *Investment in Other Investment Funds*

In accordance with applicable securities legislation, including NI 81-102, and as an alternative to or in conjunction with investing in and holding securities directly, the Harvest ETFs may also invest in one or more other investment funds, including other investment funds managed by the Manager (each, an “**Other Fund**”), provided that no management fees or incentive fees are payable by the Harvest ETFs that, to a reasonable person, would duplicate a fee payable by the Other Fund for the same service. The Harvest ETF’s allocation to investments in other investment funds, if any, will vary from time to time depending on the relative size and liquidity of the investment fund, and the ability of the Manager to identify appropriate investment funds that are consistent with the Harvest ETFs’ investment objectives and strategies.

### *Use of Derivative Instruments*

The Harvest ETFs may use derivative instruments to reduce transaction costs and increase the liquidity and efficiency of trading. The Harvest ETFs may, from time to time, use derivatives to hedge their exposure to equity securities or to generate additional income. The Harvest ETFs may invest in or use derivative instruments, including futures contracts and forward contracts, provided that the use of such derivative instruments is in compliance with NI 81-102 or the appropriate regulatory exemptions have been obtained, and is consistent with the investment objectives and strategies of the Harvest ETFs.

### *Currency Hedging*

The Harvest ETFs will hedge substantially all of the value of their portfolios attributable to the Class A Units’ non-Canadian currency exposure back to the Canadian dollar at all times. The value of a Harvest ETF’s portfolio attributable to the Class U Units of a Harvest ETF, if any, will not be hedged.

All such currency forward agreements will be entered into in compliance with NI 81-102 with financial institutions that have a “designated rating” as defined in NI 81-102. Hedging currency exposure to reduce the impact of fluctuations in exchange rates is intended to reduce the direct exposure to foreign currency risk for Class A Unitholders. The currency hedging mandate applicable to the Class A Units of a Harvest ETF shall not be substantially changed by the Manager without first obtaining the approval of Unitholders of the applicable Class A Units.

### *Securities Lending*

The Harvest ETFs may in the future enter into securities lending transactions, repurchase and reverse purchase transactions in compliance with NI 81-102 to earn additional income for the Harvest ETFs.

## **OVERVIEW OF THE SECTOR THAT THE HARVEST ETFS INVEST IN**

Each Harvest ETF intends to invest in specific sectors as follows:

### **Harvest Brand Leaders Plus Income ETF**

The Harvest Brand Leaders Plus Income ETF invests primarily in Equity Securities of Brand Leaders chosen from the Brand Leaders Investable Universe.

**Harvest Healthcare Leaders Income ETF**

The Harvest Healthcare Leaders Income ETF invests primarily in Equity Securities of Healthcare Issuers chosen from the Healthcare Leaders Investable Universe.

**Harvest US Equity Plus Income ETF**

The Harvest US Equity Plus Income ETF invests primarily in Equity Securities of US Buyback Leaders chosen from the US Buyback Leaders Investable Universe.

**Harvest Energy Leaders Plus Income ETF**

The Harvest Energy Leaders Plus Income ETF invests primarily in Equity Securities of Energy Issuers chosen from the Energy Leaders Investable Universe.

**Harvest Tech Achievers Growth & Income ETF**

The Harvest Tech Achievers Growth & Income ETF invests primarily in Equity Securities of Technology Achievers chosen from the Technology Achievers Investable Universe.

**Harvest Global REIT Leaders Income ETF**

The Harvest Global REIT Leaders Income ETF invests primarily in Equity Securities of REIT Issuers chosen from the REIT Leaders Investable Universe.

**INVESTMENT RESTRICTIONS**

The Harvest ETFs are subject to certain investment restrictions and practices contained in Canadian securities legislation, including NI 81-102, which are designed in part to ensure that the investments of the Harvest ETFs are diversified and relatively liquid and to ensure its proper administration. The investment restrictions and practices applicable to the Harvest ETFs which are contained in Canadian securities legislation, including NI-81-102, may not be deviated from without the prior consent of the securities regulatory authorities having jurisdiction over the Harvest ETFs. A change to the fundamental investment objectives of the Harvest ETFs would require the approval of the Unitholders. Please see “Unitholder Matters – Matters Requiring Unitholders Approval”.

Subject to the following, and any exemptive relief that has been or will be obtained, the Harvest ETFs are managed in accordance with the investment restrictions and practices set out in the applicable Canadian securities legislation, including NI 81-102. See “Exemptions and Approvals”.

**Tax Related Investment Restrictions**

No Harvest ETF will make an investment or conduct any activity that would result in a Harvest ETF (i) failing to qualify as a “unit trust” or “mutual fund trust” within the meaning of the Tax Act or (ii) being subject to the tax for “SIFT trusts” for purposes of the Tax Act. In addition, no Harvest ETF will (i) make or hold any investment in property that would be “taxable Canadian property” (if the definition of such term in the Tax Act were read without reference to paragraph (b) thereof) if more than 10% of the Harvest ETF’s property consisted of such property; (ii) invest in or hold (a) securities of or an interest in any non-resident entity, an interest in or a right or option to acquire such property, or an interest in a partnership which holds any such property if the Harvest ETF (or the partnership) would be required to include significant amounts in income pursuant to section 94.1 of the Tax Act, (b) an interest in a trust (or a partnership which holds such an interest) which would require the Harvest ETF (or the partnership) to report significant amounts of income in connection with such interest pursuant to the rules in section 94.2 of the Tax Act, or (c) any interest in a non-resident trust other than an “exempt foreign trust” for the purposes of section 94 of the Tax Act (or a partnership which holds such an interest); (iii) invest in any security that would be a “tax shelter investment” within the meaning of section 143.2 of the Tax Act; (iv) invest in any security of an issuer that would be a “foreign affiliate” of the Harvest ETF for purposes of the Tax Act; or (v) enter into any arrangement (including the acquisition of securities for the Harvest ETF’s portfolio) where the result is a “dividend rental arrangement” for purposes of the Tax Act (including any amendment to such definition).

## FEES AND EXPENSES

### Fees and Expenses Payable by the Harvest ETFs

#### *Management Fee*

Each class of a Harvest ETF will pay an annual management fee (the “**Management Fee**”) to the Manager calculated and payable monthly in arrears based on the average NAV of that class, calculated at each Valuation Time during that month. The Management Fee compensates the Manager for providing management and portfolio management services to the Harvest ETFs including, without limitation: the making of investment portfolio decisions, the execution of portfolio transactions, services related to ongoing administration, marketing and oversight and compliance matters for the Harvest ETFs. The Management Fee of each Harvest ETF is as follows:

Harvest ETF	Annual Management Fee
Harvest Brand Leaders Plus Income ETF	0.75% of NAV plus applicable taxes
Harvest Healthcare Leaders Income ETF	0.85% of NAV plus applicable taxes
Harvest US Equity Plus Income ETF	0.75% of NAV plus applicable taxes
Harvest Energy Leaders Plus Income ETF	0.85% of NAV plus applicable taxes
Harvest Tech Achievers Growth & Income ETF	0.85% of NAV plus applicable taxes
Harvest Global REIT Leaders Income ETF	0.85% of NAV plus applicable taxes

The Manager may, at its discretion, agree to charge a reduced management fee as compared to the fee it would otherwise be entitled to receive from a Harvest ETF with respect to large investments in the Harvest ETF by Unitholders that hold, on average during any period specified by the Manager from time to time, Units having a specified aggregate value. Such a reduction will be dependent upon a number of factors, including the amount invested, the total assets of the Harvest ETFs under administration and the expected amount of account activity. In such cases, an amount equal to the difference between the fee otherwise chargeable and the reduced fee will be distributed in cash, at the discretion of the Manager, to the applicable Unitholders as Management Fee Distributions.

The availability and amount of Management Fee Distributions with respect to Units will be determined by the Manager. Management Fee Distributions for the Harvest ETFs will generally be calculated and applied based on a Unitholder’s average holdings of Units over each applicable period as specified by the Manager from time to time. Management Fee Distributions will be available only to beneficial owners of Units and not to the holdings of Units by dealers, brokers or other CDS Participants that hold Units on behalf of beneficial owners. Management Fee Distributions will be paid first out of net income of the Harvest ETFs, then out of capital gains of the Harvest ETFs and thereafter out of capital. In order to receive a Management Fee Distribution for any applicable period, a beneficial owner of Units must submit a claim for a Management Fee Distribution that is verified by a CDS Participant on the beneficial owner’s behalf and provide the Manager with such further information as the Manager may require in accordance with the terms and procedures established by the Manager from time to time.

The Manager reserves the right to discontinue or change Management Fee Distributions at any time. The tax consequences of Management Fee Distributions made by the Harvest ETFs generally will be borne by the Unitholders of the Harvest ETFs receiving these distributions from the Manager.

### *Operating Expenses*

In addition to the Management Fee, unless otherwise waived or reimbursed by the Manager, and subject to compliance with NI 81-102, it is expected that the Harvest ETFs will be responsible for the payment of all operating and administrative expenses relating to the operation of the Harvest ETFs and the carrying on of its business, including, but not limited to: (a) mailing and printing expenses for periodic reports to Unitholders, (b) fees payable to the trustee for acting as trustee (except when the Manager is the trustee), (c) fees payable to the registrar and transfer agent, (d) fees payable to the custodian for acting as custodian of the assets of the Harvest ETFs; (e) any reasonable out of pocket expenses incurred by the Manager or its agents in connection with their ongoing obligations to the Harvest ETFs, (f) IRC committee member fees and expenses in connection with the IRC, (g) expenses related to compliance with NI 81-107, (h) fees and expenses relating to voting of proxies by a third party, (i) insurance coverage for the members of the IRC, (j) fees payable to the auditors and legal advisors of the Harvest ETFs, (k) regulatory filing, stock exchange and licensing fees and CDS fees, (l) banking and interest with respect to any borrowing (if applicable), (m) website maintenance costs, (n) any taxes payable by the Harvest ETFs or to which the Harvest ETFs may be subject, including income taxes, sales taxes and/or withholding taxes (o) expenditures incurred upon termination of the Harvest ETFs, (p) brokerage commissions, (q) costs and expenses of complying with all applicable laws, regulations and policies, including expenses and costs incurred in connection with the continuous public filing requirements such as permitted prospectus preparation and filing expenses, (r) extraordinary expenses that the Harvest ETFs may incur and all amounts paid on account of any indebtedness (if applicable), (s) any expenses of insurance and costs of all suits or legal proceedings in connection with the Harvest ETFs or the assets of the Harvest ETFs or to protect the Unitholders, the trustee, the Manager, the investment manager, any sub-advisor and the directors, officers, employees or agents of the trustee, the Manager, the investment manager and any sub-advisor, (t) any expenses of indemnification of the trustee, the Unitholders, the Manager, the investment manager, any sub-advisor or agents, or their respective directors, officers, employees or agents to the extent permitted under the declaration of trust, (u) expenses relating to the preparation, printing and mailing of information to Unitholders and relating to meetings of Unitholders, and (v) legal, accounting and audit fees and fees and expenses of the trustee, custodian and Manager which are incurred in respect of matters not in the normal course of the Harvest ETFs' activities. If applicable, the costs of any currency hedging will be borne by the applicable Class A Units of a Harvest ETF only. The Harvest ETFs are also responsible for all commissions and other costs of portfolio transactions and any extraordinary expenses of the Harvest ETFs which may be incurred from time to time.

Costs and expenses payable by the Manager, or an affiliate of the Manager, include the initial organization costs of the Harvest ETFs and the costs of the preparation and filing of the preliminary prospectus and initial prospectus.

### *Expenses of the Issue*

Apart from the initial organization costs of the Harvest ETFs, all expenses related to the issuance of Units of the Harvest ETFs shall be borne by the Harvest ETFs unless otherwise waived or reimbursed by the Manager.

### **Fees and Expenses Payable Directly by the Unitholders**

#### *Administration Fee*

The Manager may charge exchanging or redeeming Unitholders of the Harvest ETFs, at its discretion, an administration fee of up to 2% of the exchange or redemption proceeds to offset certain transaction costs associated with the exchange or redemption of Units. The Manager will publish the current administration fee, if any, on its website, [www.harvestportfolios.com](http://www.harvestportfolios.com).

The administration fee will not be charged to a Unitholder in connection with the buying or selling of Units on the TSX.



## **RISK FACTORS**

In addition to the considerations set out elsewhere in this prospectus, the following are certain considerations relating to an investment in Units which prospective investors should consider before purchasing such Units:

### **General Risks Relating to an Investment in the Harvest ETFs**

#### ***No Assurances on Achieving Investment Objective***

There is no assurance that the Harvest ETFs will achieve their investment objectives. The funds available for distributions to Unitholders will vary according to, among other things, the dividends and other distributions paid on the securities in the portfolios and the value of the securities comprising the portfolio of each Harvest ETF.

#### ***Loss of Investment***

Investment in the Harvest ETFs carries with it the possibility that the investor will experience an investment loss or that distribution will not be made for any period of time.

#### ***Securities Market Risk***

The value of most securities, including the Harvest ETFs' portfolio securities, changes with securities market conditions. These conditions are affected by general economic and market conditions.

#### ***Specific Issuer Risk***

The value of securities will vary positively or negatively with developments within the specific companies or governments that issue such securities.

#### ***Equity Risk***

Equities such as common shares give the holder part ownership in a company. The value of Equity Securities change with the fortunes of the company that issued them. General market conditions and the health of the economy as a whole can also affect equity prices. Equity related securities that provide indirect exposure to the Equity Securities of an issuer can also be affected by equity risk.

#### ***General Regulatory Risk***

Legal and regulatory changes may occur that may adversely affect the Harvest ETFs and which could make it more difficult, if not impossible, for the Harvest ETFs to operate or to achieve their investment objectives. To the extent possible, the Manager will attempt to monitor such changes to determine the impact such changes may have on the Harvest ETFs and what can be done, if anything, to try and limit such impact.

There can be no assurance that applicable laws in Canada or in foreign jurisdictions, or other domestic or foreign legislation, legal and statutory rights will not be changed in a manner which adversely affects the Harvest ETFs or their Unitholders. There can be no assurance that Canadian and foreign income tax, securities, and other applicable laws or the interpretation and application of such laws by courts or government authorities will not be changed in a manner which adversely affects the Harvest ETFs, their Unitholders or distributions received by the Harvest ETFs or by their Unitholders.

#### ***Corresponding NAV Risk***

The Units may trade below, at, or above their respective NAV per Unit. The NAV per Unit will fluctuate with changes in the market value of the Harvest ETFs' holdings. The trading prices of the Units will fluctuate in accordance with changes in the Harvest ETFs' NAV per Unit, as well as market supply and demand on the TSX. However, given that Dealers may subscribe for or exchange a PNU of the Harvest ETFs at the applicable NAV per unit, the Manager expects that large discounts or premiums to the NAV per Unit should not be sustained.

### ***Fluctuations in NAV and Market Price of the Units***

Units of a Harvest ETF may trade in the market at a premium or discount to the NAV and there can be no assurance that Units will trade at a price equal to the NAV. Whether Unitholders of a Harvest ETF will realize gains or losses upon a sale of Units will depend not upon the NAV but entirely upon whether the market price of Units at the time of sale is above or below the Unitholder's purchase price for the Units. The market price of the Units of a Harvest ETF will be determined by factors in addition to NAV such as relative supply of and demand for the Units in the market, general market and economic conditions, and other factors.

### ***Designated Broker/Dealer Risk***

As the Harvest ETFs will only issue Units directly to the applicable Designated Broker and Dealers, in the event that a purchasing Designated Broker or Dealer is unable to meet its settlement obligations, the resulting costs and losses incurred will be borne by the Harvest ETFs.

### ***Reliance on Key Personnel***

Unitholders will be dependent on the abilities of the Manager to effectively manage the Harvest ETFs and their portfolios in a manner consistent with their investment objectives, investment strategies and investment restrictions. The investment portfolio of the Harvest ETFs will be managed by the Manager. The Manager will apply investment techniques and risk analyses in making investment decisions for the Harvest ETFs, but there can be no guarantee that these decisions will produce the desired results. There is no certainty that the individuals who are principally responsible for providing administration and portfolio management services to the Harvest ETFs will continue to be employed by the Manager, as applicable.

### ***Potential Conflicts of Interest***

Harvest, and its directors and officers and affiliates and associates may engage in the promotion, management or investment management of other accounts, funds or trusts that invest primarily in the securities held by the Harvest ETFs. Although officers, directors and professional staff of Harvest will devote as much time to the Harvest ETFs as is deemed appropriate to perform their respective duties, such persons may have conflicts in allocating their time and services among the Harvest ETFs and the other funds managed by them.

### ***Cease Trading of Securities Risk***

If the securities of an issuer included in the portfolio of a Harvest ETF are cease-traded by order of the relevant securities regulatory authority or are halted from trading by the relevant stock exchange, the Harvest ETF may halt trading in its securities. Accordingly, securities of the Harvest ETFs bear the risk of cease trading orders against all issuers whose securities are included in its portfolio, not just one. If portfolio securities of a Harvest ETF are cease-traded by order of a securities regulatory authority, if normal trading of such securities is suspended on the relevant exchange, or if for any reason it is likely there will be no closing bid price for such securities, the Harvest ETF may suspend the right to redeem securities for cash, subject to any required prior regulatory approval. If the right to redeem securities for cash is suspended, the Harvest ETFs may return redemption requests to securityholders who have submitted them. If securities are cease-traded, they may not be delivered on an exchange of a PNU for a Basket of Securities until such time as the cease-trade order is lifted.

### ***Exchange Risk***

In the event that the TSX closes early or unexpectedly on a day that it is normally open for trading, Unitholders will be unable to purchase or sell Units on the TSX until it reopens and there is a possibility that, at the same time and for the same reason, the exchange and redemption of Units may be suspended until the TSX reopens.

***Early Closing Risk***

Unanticipated early closings of a stock exchange on which securities held by the Harvest ETFs are listed may result in the Harvest ETFs being unable to sell or buy securities on that day. If such exchanges close early on a day when the Harvest ETFs needs to execute a high volume of securities trades late in the Trading Day, the Harvest ETFs may incur substantial trading losses.

***Illiquid Securities***

There is no assurance that an adequate market will exist for the securities in the portfolio. The Manager may be unable to acquire or dispose of securities in quantities or at prices which are acceptable to the Manager, if the market for such securities is illiquid.

***Market Disruptions Risk***

War and occupation, terrorism and related geopolitical risks may in the future lead to increased short-term market volatility and may have adverse long-term effects on world economies and markets generally. Those events could also have an acute effect on individual issuers or related groups of issuers. These risks could also adversely affect securities markets, inflation and other factors relating to the portfolio securities.

***Nature of the Units***

The Units share certain attributes common to both Equity Securities and debt instruments. Units are dissimilar to debt instruments in that there is no principal amount owing to Unitholders. The Units represent a fractional interest in the assets of the Harvest ETFs. Unitholders will not have the statutory rights normally associated with ownership of shares of a corporation including, for example, the right to bring “oppression” or “derivative” actions.

***Tax Risk***

It is anticipated that the Harvest ETFs will qualify, or will be deemed to qualify, at all times as “mutual fund trusts” within the meaning of the Tax Act. For a Harvest ETF to qualify as a “mutual fund trust,” it must comply on a continuous basis with certain requirements relating to the qualification of its Units for distribution to the public, the number of Unitholders and the dispersal of ownership of a particular class of its Units.

Currently, a trust will be deemed not to be a mutual fund trust if it is established or maintained primarily for the benefit of non-residents of Canada unless, at that time, all or substantially all of its property is property other than property that would be “taxable Canadian property” (if the definition of such term in the Tax Act were read without reference to paragraph (b) thereof). The current law does not provide any means of rectifying a loss of mutual fund trust status if this requirement is not met.

Provided the Harvest ETFs comply with their investment restrictions set forth under the heading “Investment Restrictions - Tax Related Investment Restrictions”, no more than 10% of the fair market value of a Harvest ETF’s assets will at any time consist of property that would be “taxable Canadian property” (if the definition of such term in the Tax Act were read without reference to paragraph (b) thereof). The Harvest ETFs also contain a restriction on the number of permitted non-resident Unitholders.

If the Harvest ETFs do not qualify as mutual fund trusts or were to cease to so qualify, the income tax considerations as described under “Income Tax Considerations” would in some respects be materially and adversely different.

There can be no assurance that Canadian federal and provincial income tax laws respecting the treatment of mutual fund trusts will not be changed in a manner that adversely affects Unitholders of the Harvest ETFs.

In determining their income for tax purposes, the Harvest ETFs treat gains and losses on dispositions of securities in the portfolio as capital gains and losses. Generally, the Harvest ETFs include gains and deduct losses on income account in connection with investments made through certain derivatives, except where such derivatives are used to hedge portfolio securities held on capital account provided there is sufficient linkage. In addition, gains or losses in respect of foreign currency hedges entered into in respect of amounts invested in a Harvest ETF’s portfolio will likely constitute capital gains and capital losses to the Harvest ETF if the portfolio securities are capital property to the

Harvest ETF and there is sufficient linkage. Designations with respect to a Harvest ETF's income and capital gains will be made and reported to Unitholders on the foregoing basis. The CRA's practice is not to grant advance income tax rulings on the characterization of items as capital gains or income and no advance income tax ruling has been requested or obtained. If some or all of the transactions undertaken by a Harvest ETF in respect of such dispositions or transactions were treated on income rather than capital account (whether because of the DFA Rules discussed below or otherwise), the net income of the Harvest ETF for tax purposes and the taxable component of distributions to Unitholders could increase. Any such redetermination by the CRA may result in a Harvest ETF being liable for unremitted withholding taxes on prior distributions made to Unitholders who were not resident in Canada for the purposes of the Tax Act at the time of the distribution. Such potential liability may reduce the NAV of, or trading prices of, the Units.

The Tax Act contains rules (the "**DFA Rules**") that target financial arrangements (referred to as "derivative forward agreements") that seek to deliver a return based on an "underlying interest" (other than certain excluded underlying interests). The DFA Rules are broad in scope and could apply to other agreements or transactions (including certain options). If the DFA Rules were to apply in respect of derivatives utilized by a Harvest ETF, gains realized in respect of the property underlying such derivatives could be treated as ordinary income rather than capital gains. Provided a covered call option is written by a Harvest ETF in the manner described in "Investment Strategies – Covered Option Writing (applicable to the Harvest ETFs, other than Harvest US Equity Plus Income ETF)", the writing of such call option will not generally be subject to the DFA Rules.

Pursuant to rules in the Tax Act, if a Harvest ETF experiences a "loss restriction event" (i) it will be deemed to have a year-end for tax purposes (which would result in an unscheduled distribution of the Harvest ETF's net income and net realized capital gains, if any, at such time to Unitholders so that the Harvest ETF is not liable for income tax on such amounts under Part I of the Tax Act), and (ii) it will become subject to the loss restriction rules generally applicable to corporations that experience an acquisition of control, including a deemed realization of any unrealized capital losses and restrictions on its ability to carry forward losses. Generally, a Harvest ETF will be subject to a loss restriction event if a Unitholder becomes a "majority-interest beneficiary", or a group of persons becomes a "majority-interest group of beneficiaries", of the Harvest ETF, as those terms are defined in the affiliated persons rules contained in the Tax Act, with certain modifications. Generally, a majority-interest beneficiary of a Harvest ETF is a beneficiary in the income or capital, as the case may be, of the Harvest ETF whose beneficial interests, together with the beneficial interests of persons and partnerships with whom the beneficiary is affiliated, have a fair market value that is greater than 50% of the fair market value of all the interests in the income or capital, as the case may be, of the Harvest ETF. Please see "Income Tax Considerations – Taxation of Holders" for the tax consequences of an unscheduled or other distribution to Unitholders. Trusts that qualify as "investment funds" as defined in the rules in the Tax Act relating to loss restriction events are generally excepted from the application of such rules. An "investment fund" for this purpose includes a trust that meets certain conditions, including satisfying certain of the conditions necessary to qualify as a "mutual fund trust" for purposes of the Tax Act, not using any property in the course of carrying on a business and complying with certain asset diversification requirements. If a Harvest ETF were not to qualify as an "investment fund", it could potentially have a loss restriction event and thereby become subject to the related tax consequences described above.

The Tax Act contains rules concerning the taxation of publicly traded Canadian trusts and partnerships that own certain types of property defined as "non-portfolio property". A trust that is subject to these rules is subject to trust level taxation, at rates comparable to those that apply to corporations, on the trust's income earned from "non-portfolio property" to the extent that such income is distributed to its unitholders. The Harvest ETFs will not be subject to tax under these rules as long as the Harvest ETFs comply with their investment restrictions in this regard. If a Harvest ETF is subject to tax under these rules, the after-tax return to Unitholders of that Harvest ETF could be reduced, particularly in the case of a Unitholder who is exempt from tax under the Tax Act or is a non-resident of Canada.

Changes in the interpretation and administration of the 5% federal goods and services tax ("**GST**") and federal harmonized sales tax (of up to 15%) applicable in Ontario, Nova Scotia, New Brunswick, Newfoundland and Labrador and Prince Edward Island ("**HST**") may result in the Harvest ETFs being required to pay increased amounts of GST or HST.

The Harvest ETFs may invest in foreign equity securities. Many foreign countries preserve their right under domestic tax laws and applicable tax conventions with respect to taxes on income and on capital ("**Tax Treaties**") to impose tax on dividends paid or credited to persons who are not resident in such countries. While the Harvest ETFs intend to make investments in such a manner as to minimize the amount of foreign taxes incurred under foreign tax laws and

subject to any applicable Tax Treaties, investments in foreign equity securities may subject a Harvest ETF to foreign taxes on dividends paid or credited to it or any gains realized on the disposition of such securities. Any foreign taxes incurred by a Harvest ETF will generally reduce the value of its portfolio. To the extent that such foreign tax paid by a Harvest ETF exceeds 15% of the amount included in the Harvest ETF's income from such investments, such excess may generally be deducted by the Harvest ETF in computing its net income for the purposes of the Tax Act. To the extent that foreign tax paid does not exceed 15% of such amount and has not been deducted in computing the Harvest ETF's income and the Harvest ETF designates its income from a foreign source in respect of a Unitholder, the Unitholder will, for the purposes of computing its foreign tax credits, be entitled to treat the Unitholder's proportionate share of foreign taxes paid by the Harvest ETF in respect of such income as foreign taxes paid by the Unitholder. The availability of foreign tax credits to a Unitholder is subject to the detailed rules in the Tax Act.

### ***Fund of Funds Investment Risk***

A Harvest ETF may invest in other exchange traded funds, mutual funds, closed-end funds or public investment funds as part of its investment strategy. If the Harvest ETFs invest in such underlying funds, their investment performance largely depends on the investment performance of the underlying funds in which they invest. Additionally, if an underlying fund suspends redemptions, the Harvest ETFs may be unable to accurately value part of their investment portfolio and may be unable to redeem their units.

### ***Liability of Unitholders***

The Declaration of Trust provides that no Unitholder will be subject to any personal liability whatsoever for any wilful or negligent acts or omissions or otherwise to any party in connection with the assets of the Harvest ETFs or the affairs of the Harvest ETFs. The Declaration of Trust also provides that the Harvest ETFs must indemnify and hold each Unitholder harmless from and against any and all claims and liabilities to which such Unitholder may become subject, by reason of being or having been a Unitholder and must reimburse such Unitholder for all legal and other expenses reasonably incurred in connection with any such claim or liability. Despite the foregoing, there can be no absolute certainty, outside of Ontario, that a claim will not be made against a Unitholder for liabilities which cannot be satisfied out of the assets of the Harvest ETFs.

### ***Risks Associated with Not Being a Trust Company***

The Harvest ETFs are not trust companies and, accordingly, are not registered under the trust company legislation of any jurisdiction. Units of the Harvest ETFs are not "deposits" within the meaning of the *Canada Deposit Insurance Corporation Act* (Canada) and are not insured under provisions of that Act or any other legislation.

### ***Absence of an Active Market and Limited Operating History as an Exchange Traded Fund***

The Harvest ETFs are recently organized exchange traded funds with limited operating history as exchange traded funds. Although Units of the Harvest ETFs may be listed on the TSX, there can be no assurance that an active public market for the Units will develop or be sustained.

### **Additional Risks Relating to an Investment in each Harvest ETF**

In addition to the general risk factors, the following additional risk factors are inherent in an investment in one or more of the Harvest ETFs as indicated in the table below. A description of each of these risks, listed in alphabetical order, follows the table.

<b>ETF Specific Risks</b>	Harvest Brand Leaders Plus Income ETF	Harvest Healthcare Leaders Income ETF	Harvest US Equity Plus Income ETF	Harvest Energy Leaders Plus Income ETF	Harvest Tech Achievers Growth & Income ETF	Harvest Global REIT Leaders Income ETF
Sensitivity to interest rate fluctuations	✓	✓	✓	✓	✓	✓
Foreign markets risk	✓	✓	✓	✓	✓	✓

Global financial developments	✓	✓	✓	✓	✓	✓
Risks associated with brands	✓	✓	✓	✓	✓	✓
Risks associated with Energy Issuers				✓		
Risks related to Healthcare Issuers		✓				
Risks related to Healthcare Issuers operating in the real estate sector		✓				✓
Healthcare sector regulatory risk		✓				
Fluctuations in value of Technology Achievers					✓	
Technology Issuers risk					✓	
Technology sector regulatory risk					✓	
Real Estate Issuer risk						✓
Currency exposure risk	✓	✓	✓	✓	✓	✓
Concentration risk	✓	✓	✓	✓	✓	✓
Reliance on historical data risk	✓	✓	✓	✓	✓	✓
Multi-class structure risk	✓	✓	✓	✓	✓	
Use of options (in respect of the Harvest ETFs, other than Harvest US Equity Plus Income ETF) and other derivative instruments	✓	✓		✓	✓	✓

### ***Sensitivity to Interest Rate Fluctuations***

It is anticipated that the market price for Units and the value of the portfolio securities of a Harvest ETF at any given time will be affected by the level of interest rates prevailing at such time. A rise in interest rates may have a negative effect on the market price of the Units. Unitholders who wish to redeem or sell their Units may, therefore, be exposed to the risk that the redemption price or sale price of the Units will be negatively affected by interest rate fluctuations.

### ***Foreign Markets Risk***

Participation in transactions by the Harvest ETFs may involve the execution and clearing of trades on or subject to the rules of a foreign market. None of the securities regulatory authorities or Canadian exchanges regulates activities of any foreign markets, including the execution, delivery and clearing of transactions, or has the power to compel enforcement of any rule of a foreign market or any applicable foreign law. Generally, any foreign transaction will be governed by applicable foreign laws. This is true even if the foreign market is formally linked to a Canadian market so that a position taken on a market may be liquidated by a transaction on another market. Moreover, such laws or regulations will vary depending on the foreign country in which the transaction occurs. For these reasons, entities such as the Harvest ETFs may not be afforded certain of the protective measures provided by Canadian legislation or Canadian exchanges. In particular, funds received from investors for transactions by the Harvest ETFs on foreign exchanges may not be provided the same protection as funds received in respect of transactions by the Harvest ETFs on Canadian exchanges.

### ***Global Financial Developments***

Global financial markets have experienced a sharp increase in volatility in the last several years. This has been, in part, the result of the revaluation of assets on the balance sheets of international financial institutions and related securities. This has contributed to a reduction in liquidity among financial institutions and has reduced the availability of credit to those institutions and to the issuers who borrow from them. While central banks as well as global governments have worked to restore much needed liquidity to the global economies, no assurance can be given that the combined impact of the significant revaluations and constraints on the availability of credit will not continue to materially and adversely affect economies around the world. No assurance can be given that this stimulus will continue or that, if it continues, it will be successful or these economies will not be adversely affected by the inflationary pressures resulting from such stimulus or central banks' efforts to slow inflation. Further, continued market concerns about the European sovereign debt crisis, economic growth in China, military conflicts in the Middle East, a reduction in quantitative easing by the U.S. Federal Reserve and matters related to the U.S. government debt limits, may adversely impact global equity markets. Some of these economies have experienced significantly diminished growth and some are experiencing or have experienced a recession. These market conditions and further volatility or illiquidity in capital markets may also adversely affect the prospects of the Harvest ETFs and the value of the Harvest ETFs' portfolio of securities.

#### ***Risks Associated with Brands***

The value of a brand is related to consumer perception and can be negatively affected from time to time by consumer spending habits, negative news associated with the brand, increased competition and other economic factors. Devaluation of the brand may affect the revenues of an issuer disproportionately, and thus the returns on the securities included in the portfolio.

#### ***Risks Associated with Energy Issuers***

The business activities of Energy Issuers involve oil and/or gas exploration, extraction, refining, transportation and marketing, which may be speculative and may be adversely affected by factors outside the control of these issuers. Such issuers may not hold, discover, or successfully exploit commercial quantities of petroleum, natural gas, minerals or renewable energy sources, which may adversely affect the value of the investments in the securities of such issuers. In addition, certain of these issuers may not have a history of earnings or payment of distributions or dividends.

The industries that Energy Issuers operate in are highly competitive and some Energy Issuers must compete for the acquisition of resource properties considered to have commercial potential as well as for drilling rigs necessary to exploit oil and natural gas properties. If an Energy Issuer is unable to obtain such rigs, the Energy Issuer may not be able to generate additional earnings to sustain its business.

Oil and natural gas operations both generally involve a high degree of risk. Hazards such as unusual or unexpected formations, rock bursts, cave-ins, fires, explosions, flow-outs, formations of abnormal pressure, flooding or other conditions may occur from time to time. An Energy Issuer may become subject to liability for pollution, cave-ins, or hazards against which it cannot insure, or against which it may elect not to insure. The payment of such liabilities may have a material adverse effect on such an Energy Issuer's financial position.

Oil and gas price may fluctuate greatly based on supply and demand, political events, weather and economic conditions, conflict and the emergence of other viable fuel sources, including as a result of horizontal drilling and hydraulic fracturing. Such price fluctuations may affect the earnings and/or stock price of Energy Issuers and thus the return on the portfolio of Harvest Energy Leaders Plus Income ETF.

#### ***Risk Related to Healthcare Issuers***

The portfolio of Harvest Healthcare Leaders Income ETF may be susceptible to factors affecting the healthcare and technology related industries and to greater risk and market fluctuations than an investment in a broader range of portfolio securities covering different economic sectors. Healthcare, technology, and technology related industries may also be subject to greater government regulation than many other industries. Accordingly, changes in government policies and the need for regulatory approvals may have a materially adverse effect on these industries. Additionally, these companies may be subject to risks of developing technologies, competitive pressures, as well as a relatively high

risk of obsolescence caused by scientific and technological advances and are dependent upon consumer and business acceptance as new technologies evolve. The development of these industry-specific investments may differ from the general stock exchange trends.

### ***Risks Related to Healthcare Issuers Operating in the Real Estate Sector***

Investments in Healthcare Issuers that operate in the real estate sector are subject to the general risks associated with real property investments. Real property investments are affected by various factors, including changes in general economic conditions (such as the availability of long term mortgage funds) and in local conditions (such as oversupply of space or reduction in demand for real estate in the area), the attractiveness of the properties to tenants, competition from other available properties and various other factors. The value of real property and any improvements thereto also may depend on the credit and financial stability of the tenants. The income of an issuer operating in the real estate sector that is available for payment to its unitholders or shareholders, as the case may be, would be adversely affected if a significant number of tenants were to become unable to meet their obligations, or if the issuer was unable to lease a significant amount of available space in its properties on economically favourable lease terms.

### ***Healthcare Sector Regulatory Risk***

The healthcare sector is highly regulated and may receive government funding. Investments in the healthcare sector by Harvest Healthcare Leaders Income ETF may be substantially affected by changes in government policy, such as increased regulation, ownership restrictions, deregulation or reduced government funding. There can be no assurance that future changes in government regulation of healthcare will not have a material adverse effect on the healthcare sector, which could in turn have an adverse effect on the investments of Harvest Healthcare Leaders Income ETF.

In addition, the formulation, manufacturing, packaging, labelling, handling, distribution, importation, exportation, licensing, sale and storage of the produce of Healthcare Issuers are generally subject to extensive laws, governmental regulations, administrative determinations, court decisions and similar constraints. Such laws, regulations and other constraints or new laws, regulations or constraints could lead to the imposition of significant penalties or claims and could negatively impact the business of Healthcare Issuers. Further, the adoption of new laws, regulations or other constraints or changes in the interpretations of such requirements may result in significant compliance costs or lead certain Healthcare Issuers to discontinue offering certain products and/or services, thereby impacting the business, financial condition, results of operations and cash flows of such Healthcare Issuers, which could in turn impact the funds available for dividends or distributions and could cause the market value of the securities of such Healthcare Issuers to decline.

### ***Fluctuations in Value of Technology Achievers***

The portfolio of Harvest Tech Achievers Growth & Income ETF will be affected by the value of the securities of the Technology Achievers included in the Harvest ETF's portfolio, which will depend, in part, upon the performance of such Technology Achievers. The performance of the Technology Achievers included in the Harvest ETF's portfolio will be influenced by a number of factors which are not within the control of the Harvest ETF or the Manager, including materials and other commodity prices, operational risks relating to the specific business activities of the Technology Achievers, industry competition, uncertainty and costs of funding capital projects, development of new technology, protection of intellectual property, risks relating to infringement of third party intellectual property, interest rates, exchange rates, environmental, health and safety risks, political and economic risks, issues relating to government regulation and risks relating to operating in foreign jurisdictions.

### ***Technology Issuer Risks***

The portfolio of Harvest Tech Achievers Growth & Income ETF may be susceptible to factors affecting the technology sectors and technology related industries and to greater risk and market fluctuations than an investment in a broader range of portfolio securities covering different economic sectors. Technology, and technology related industries may also be subject to greater government regulation than many other industries. Accordingly, changes in government policies and the need for regulatory approvals may have a materially adverse effect on these industries. Additionally, these companies may be subject to risks of developing technologies, competitive pressures, as well as a relatively high risk of obsolescence caused by scientific and technological advances and are dependent upon consumer and business



acceptance as new technologies evolve. The development of these industry-specific investments may differ from the general stock exchange trends.

### ***Technology Sector Regulatory Risks***

The sectors represented by Technology Achievers can be highly regulated and may receive government funding. Investments in these sectors may be substantially affected by changes in government policy, such as increased regulation, ownership restrictions, deregulation or reduced government funding. There can be no assurance that future changes in government regulation of these sectors will not have a material adverse effect, which could in turn have an adverse effect on the investments of the Harvest ETF.

In addition, the formulation, manufacturing, packaging, labelling, handling, distribution, importation, exportation, licensing, sale and storage of the produce of Technology Issuers are generally subject to extensive laws, governmental regulations, administrative determinations, court decisions and similar constraints. Such laws, regulations and other constraints or new laws, regulations or constraints could lead to the imposition of significant penalties or claims and could negatively impact the business of Technology Issuers. Further, the adoption of new laws, regulations or other constraints or changes in the interpretations of such requirements may result in significant compliance costs or lead certain Technology Issuers to discontinue offering certain products and/or services, thereby impacting the business, financial condition, results of operations and cash flows of such Technology Issuers, which could in turn impact the funds available for dividends or distributions and could cause the market value of the securities of such Technology Issuers to decline.

### ***Real Estate Issuer Risk***

The assets, earnings and share values of companies involved in the real estate industry are influenced by a number of different factors, including economic cycles, the level of interest rates, consumer confidence, the policies of various levels of government and the economic well-being of various industries. In addition, underlying real estate investments may be difficult to trade, resulting in greater price volatility for companies that manage real estate assets like REITs.

Investments in real estate issuers are subject to the general risks associated with real property investments, which include changes in general economic conditions, the availability of financing, changes in local conditions (such as oversupply of space or a reduction in demand for real estate in the area), the attractiveness of the properties to tenants, competition from other available space and various other factors. In addition, real property is typically illiquid and, as a result, real estate issuers have a limited ability to adjust their portfolios in response to changes in economic or other conditions.

The yields available from investments in real estate depend upon the amount of revenues generated and expenses incurred. These risks include changes in general economic conditions (such as the availability and cost of mortgage funds), local conditions (such as an oversupply of space or a reduction in demand for real estate in the area), government regulations, the attractiveness of properties to tenants, and the ability of the owner to provide adequate maintenance at an economic cost. The performance of the economy in each of the areas in which properties are located affects occupancy, market rental rates and expenses. As a result, these factors can have an impact on revenues from the properties and their underlying values. The financial results and labour decisions of major local employers may also have an impact on the revenues from and value of certain properties.

### ***Currency Exposure Risk***

As a portion of the Harvest ETFs' portfolio may be invested in securities traded in currencies other than the Canadian dollar, the NAV of the Harvest ETFs, when measured in Canadian dollars, will, to the extent this has not been hedged against, be affected by changes in the value of these currencies relative to the Canadian dollar. The Harvest ETFs may not be fully hedged and accordingly no assurance can be given that the portfolios of the Harvest ETFs will not be adversely impacted by changes in foreign exchange rates or other factors. The use of hedges, if used, involves special risks, including the possible default by the other party to the transaction, illiquidity and, to the extent the Manager's assessment of certain market movements is incorrect, the risk that the use of hedges could result in losses greater than if the hedging had not been used. Hedging arrangements may have the effect of limiting or reducing the total returns to the Harvest ETFs if the Manager's expectations concerning future events or market conditions prove

to be incorrect. In addition, the costs associated with a hedging program may outweigh the benefits of the arrangements in such circumstances.

The value of a Harvest ETF's portfolio attributable to the Class U Units, if any, will not be hedged.

***Concentration Risk***

Each Harvest ETF from time to time may be concentrated to a significant degree in securities of issuers or underlying funds focused on issuers in one specific industry or sector.

***Reliance on Historical Data Risk***

Past trends may not be repeated in the future. The accuracy of the historical data used by the Manager and those individuals who are principally responsible for providing administration and portfolio management services to the Harvest ETFs for research and development, which is often provided by third parties, cannot be guaranteed by the Manager. The Manager only seeks to obtain such data from companies that it believes to be highly reliable and of high reputation.

***Multi-Class Structure Risk***

The Units of a Harvest ETF may be available in multiple classes. If such a Harvest ETF cannot pay the expenses or satisfy the obligations entered into by the Harvest ETF for the sole benefit of one of those classes of Units using that class of Units' proportionate share of the assets, the Harvest ETF may have to pay those expenses or satisfy those obligations out of another class of Units' proportionate share of the assets, which would lower the investment return of such other class of Units. In addition, a creditor of a Harvest ETF may seek to satisfy its claim from the assets of an Harvest ETF as a whole, even though its claim or claims relate only to a particular class of Units.

***Use of Options (in respect of the Harvest ETFs, other than the Harvest US Equity Plus Income ETF) and Other Derivative Instruments***

The Harvest ETFs are subject to the full risk of their investment position in the securities comprising their portfolio, including those securities that are subject to outstanding call options (in respect of the Harvest ETFs, other than the Harvest US Equity Plus Income ETF), should the market price of such securities decline. In addition, the Harvest ETFs will not participate in any gain on the securities that are subject to outstanding call options above the strike price of such options.

The use of derivative instruments involves risks different from and possibly greater than the risks associated with investing directly in such securities and other traditional investments. Derivatives are subject to a number of risks, such as liquidity risk, interest rate risk, market risk, credit risk, leveraging risk, counterparty risk and trading execution risk. Derivatives also involve the risk of mispricing or improper valuation and the risk that changes in the value of a derivative may not correlate perfectly with the underlying asset, rate or index.

There is no assurance that a liquid exchange will exist to permit the Harvest ETFs, as applicable, to write covered call options on desired terms or to close out option positions should the Manager desire to do so. The ability of the applicable Harvest ETFs to close out their positions may also be affected by exchange imposed daily trading limits on options. If the applicable Harvest ETFs are unable to repurchase a call option which is "in-the-money", they will be unable to realize their profits or limit their losses until such time as the option becomes exercisable or expires.

In purchasing call options or entering into forward contracts, as applicable, the Harvest ETFs are subject to the credit risk that their counterparty (a clearing corporation, in the case of exchange traded instruments) may be unable to meet their obligations. In addition, there is risk of loss by the Harvest ETFs of margin deposits in the event of the bankruptcy of the dealer with whom a Harvest ETF has an open position in an option. The ability of the Harvest ETFs to close out their positions may also be affected by exchange imposed daily trading limits on options and futures contracts. If the applicable Harvest ETFs are unable to close out a position they will be unable to realize their profit or limit their losses until such time as the option becomes exercisable or expires. The inability to close out options, futures and

forward positions could also have an adverse impact on a Harvest ETF's ability to use derivatives instruments to effectively hedge their portfolio or implement their investment strategies.

The use of options may have the effect of limiting or reducing the total returns of the applicable Harvest ETFs. In addition, the income associated with writing covered call options may be outweighed by the foregone opportunity of remaining invested directly in the securities comprising the portfolio. In such an event, a Harvest ETF would have to increase the percentage of its portfolio that is subject to covered call options in order to meet their targeted distributions.

### **Risk Ratings of the Harvest ETFs**

The investment risk level of each Harvest ETF is required to be determined in accordance with a standardized risk classification methodology that is based on the historical volatility of the Harvest ETF, as measured by the 10-year standard deviation of the returns of the Harvest ETF. As the Harvest ETFs do not have at least 10 years of performance history, the Manager calculates the investment risk level of each Harvest ETF using a reference index that reasonably approximates the standard deviation of the Harvest ETF for the remainder of the 10-year period. In each case, the Harvest ETFs are assigned an investment risk rating in one of the following categories: low, low to medium, medium, medium to high or high risk. There may be times when the classification methodology produces a result that the Manager believes is inappropriate in which case the Manager may re-classify the Harvest ETF to a higher risk level, if appropriate.

The following chart sets out a description of the reference index used for each Harvest ETF:

<b>Harvest ETF</b>	<b>Reference Index</b>
Harvest Brand Leaders Plus Income ETF	S&P 100 Total Return Index
Harvest Brand Leaders Plus Income ETF (U\$)	S&P 100 Total Return Index
Harvest Healthcare Leaders Income ETF	MSCI World Health Care Net Total Return Index
Harvest Healthcare Leaders Income ETF (U\$)	MSCI World Health Care Net Total Return Index
Harvest US Equity Plus Income ETF	S&P 100 Total Return Index
Harvest US Equity Plus Income ETF (U\$)	S&P 100 Total Return Index
Harvest Energy Leaders Plus Income ETF	MSCI ACWI Energy Net Total Return Index
Harvest Energy Leaders Plus Income ETF (U\$)	MSCI ACWI Energy Net Total Return Index
Harvest Tech Achievers Growth & Income ETF	S&P 500 Information Technology Total Return Index
Harvest Tech Achievers Growth & Income ETF (U\$)	S&P 500 Information Technology Total Return Index
Harvest Global REIT Leaders Income ETF	MSCI World Real Estate Investment Trusts Total Return Index

Unitholders should know that other types of risks, both measurable and non-measurable, exist. Also, just as historical performance may not be indicative of future returns, historical volatility may not be indicative of future volatility. The risk ratings of the Harvest ETFs are reviewed annually and anytime it is no longer reasonable in the circumstances. A more detailed explanation of the risk classification methodology used to identify the risk ratings of the Harvest ETFs is available on request, at no cost, by calling toll-free 866-998-8298 or by writing to the Manager at 710 Dorval Drive, Suite 209, Oakville, Ontario, L6K 3V7.

### **DISTRIBUTION POLICY**

Any cash distributions on the Units of the Harvest ETFs, other than Harvest US Equity Plus Income ETF, are expected to be made monthly. Any cash distribution on the Units of the Harvest US Equity Plus Income ETF are expected to be made quarterly. In each case, distributions will be paid on or before the 15th day of the month following the month or quarter in which the distribution is payable. The Harvest ETFs do not have a fixed distribution amount. The amount of ordinary cash distributions, if any, will be based on the Manager's assessment of the prevailing market conditions. The amount and date of any ordinary cash distributions of the Harvest ETFs will be announced in advance by issuance of a press release. Subject to compliance with the investment objectives of the Harvest ETFs, the Manager may, in its

complete discretion, change the frequency of these distributions and any such change will be announced by press release

Distributions on the Units are expected to consist of income, including foreign source income and capital gains, less the expenses of the Harvest ETFs and may include returns of capital. Distributions on the Class U Units will be paid in U.S. dollars.

### **Year-End Distributions**

If in any taxation year, after regular distributions, there would remain in a Harvest ETF additional net income or net realized capital gains, the Harvest ETF will be required to pay or make payable such net income and net realized capital gains as one or more special year-end distributions in such year to Unitholders as is necessary to ensure that the Harvest ETF will not be liable for income tax on such amounts under Part I of the Tax Act (after taking into account all available deductions, credits and refunds). Such special distributions may be paid in the form of Units and/or cash. Any special distributions payable in Units will increase the aggregate adjusted cost base of a Unitholder's Units. Immediately following payment of such a special distribution in Units, the number of Units outstanding will be automatically consolidated such that the number of Units held by a Unitholder after such distribution will be equal to the number of Units held by such Unitholder immediately prior to such distribution, except in the case of a non-resident Unitholder to the extent tax is required to be withheld in respect of the distribution. See "Income Tax Considerations".

### **Distribution Reinvestment Plan**

The Manager may adopt a distribution reinvestment plan (the "**Reinvestment Plan**") in respect of the Harvest ETFs. If a Reinvestment Plan is adopted, Unitholders of a Harvest ETF may elect to participate in such Reinvestment Plan by notifying the CDS Participant through which the Unitholder holds its Units of such Unitholder's intention to participate in the Reinvestment Plan. Under a Reinvestment Plan, cash distributions (net of any required withholding tax) will be used to acquire additional Units of that Harvest ETF (the "**Plan Units**") from the market and will be credited to the account of the Unitholder (the "**Plan Participant**") through CDS.

The CDS Participant must, on behalf of such Plan Participant, elect online via CDSX no later than 4:00 p.m. (Toronto time) on each applicable Distribution Record Date in respect of the next expected distribution in which the Unitholder wishes to participate. These elections are received directly by the Plan Agent via CDSX. If this election via CDSX is not received by the Plan Agent by the applicable deadline, the Unitholder will not participate in the Reinvestment Plan for that distribution.

The tax treatment to Unitholders of reinvested distributions is discussed under the heading "Income Tax Considerations".

### ***Fractional Units***

No fractional Plan Units will be purchased or sold under the Reinvestment Plan. Cash payments for any uninvested funds remaining after the Plan Agent has purchased whole Plan Units will be made in lieu of fractional Plan Units by the Plan Agent to CDS. CDS will, in turn, credit the Plan Participant via the applicable CDS Participant.

### ***Amendments, Suspension or Termination of the Reinvestment Plan***

Plan Participants may voluntarily terminate their participation in the Reinvestment Plan as of a particular Distribution Record Date by notifying their CDS Participant no later than 4:00 p.m. (Toronto time) at least two Business Days immediately prior to the applicable Distribution Record Date. Plan Participants should contact their CDS Participant to receive details of the appropriate procedures for terminating their participation in the Reinvestment Plan. Any expenses associated with the preparation and delivery of a termination notice will be borne by the Plan Participant exercising its right to terminate participation in the Reinvestment Plan.

The Manager may terminate the Reinvestment Plan in its sole discretion, upon not less than 30 days' notice to: (i) CDS, (ii) the Plan Agent, and (iii) the TSX (if applicable). The Manager may also amend, modify or suspend the Reinvestment Plan at any time in its sole discretion, provided that it gives notice of all amendments, modifications or

suspension to: (i) CDS, (ii) the Plan Agent, and (iii) the TSX (if applicable). All amendments or modifications to the Reinvestment Plan are subject to prior approval by the Plan Agent and, if necessary, the TSX.

The Manager may, in its sole discretion, and upon at least 30 days' written notice to the Plan Agent, remove the Plan Agent and appoint a new Plan Agent, provided that the Manager may not remove the Plan Agent until such time as a successor to the Plan Agent is appointed as plan agent.

### ***Other Provisions***

Participation in the Reinvestment Plan is restricted to Plan Participants who are residents of Canada for the purposes of the Tax Act. A partnership (other than a "Canadian partnership" as defined in the Tax Act) is not eligible to participate in the Reinvestment Plan. Upon becoming a non-resident of Canada or a partnership (other than a "Canadian partnership"), a Plan Participant shall be required to notify its CDS Participant and terminate its participation in the Reinvestment Plan immediately. For purposes of the Reinvestment Plan, the Plan Agent will have no duty to inquire into the eligibility, residency status or partnership status of a Plan Participant, and the Plan Agent will not be required to know the residency status or partnership status of Plan Participants.

The automatic reinvestment of the distributions under the Reinvestment Plan will not relieve Plan Participants of any income tax applicable to such distributions.

## **PURCHASES OF UNITS**

### **Initial Investment in the Harvest ETFs**

In compliance with NI 81-102, the Harvest ETFs did not issue Units to the public until subscriptions aggregating not less than \$500,000 were received and accepted by the Harvest ETFs from investors other than persons or companies related to the Manager or its affiliates.

### **Issuance of Units**

Class A Units and Class U Units, as applicable, are being issued and sold on a continuous basis and there is no maximum number of such Units that may be issued. The Class U Units are denominated in U.S. dollars.

### ***To Designated Brokers and Dealers***

All orders to purchase Units directly from the Harvest ETFs must be placed by the Designated Broker or Dealers. Each Harvest ETF reserves the absolute right to reject any subscription order placed by the Designated Broker and/or Dealer. No fees will be payable by the Harvest ETFs to the Designated Broker or Dealer in connection with the issuance of Units. On the issuance of Units, the Manager may, at its discretion, charge an administrative fee to a Designated Broker or Dealer to offset any expenses incurred in issuing the Units.

On any Trading Day, a Designated Broker or a Dealer may place a subscription order for a prescribed number of Units (a "PNU") or integral multiple PNU.

If a subscription order is received by the Harvest ETFs at or before 9:00 a.m. on a Trading Day, or such other time prior to the Valuation Time on such Trading Day as the Manager may permit, and is accepted by the Manager, the Harvest ETFs will generally issue to the Dealer or Designated Broker the PNU (or an integral multiple thereof) within two Trading Days from the effective date of the subscription order. The Harvest ETFs must receive payment for the Units subscribed for within two Trading Days from the effective date of the subscription order. The effective date of a subscription order is the Trading Day on which the Valuation Time that applies to such subscription order takes place.

Unless the Manager shall otherwise agree or the Declaration of Trust shall otherwise provide, as payment for a PNU, a Dealer or Designated Broker must deliver subscription proceeds consisting of a Basket of Securities and cash in an amount sufficient so that the value of the Basket of Securities and cash delivered is equal to the NAV of the applicable PNU determined at the Valuation Time on the effective date of the subscription order.

The Manager may, in its complete discretion, instead accept subscription proceeds consisting of (i) cash only in an amount equal to the NAV of the applicable PNU of the Harvest ETFs determined at the Valuation Time on the effective date of the subscription order, plus (ii) if applicable, associated brokerage expenses, commissions, transaction costs

and other costs or expenses that the Harvest ETFs incur or expect to incur in purchasing securities on the market with such cash proceeds.

The Manager will publish, except when circumstances prevent it from doing so, the applicable PNU for the Harvest ETFs following the close of business on each Trading Day on its website, [www.harvestportfolios.com](http://www.harvestportfolios.com). The Manager may, at its discretion, increase or decrease the applicable PNU from time to time.

The Manager may from time to time and, in any event not more than once quarterly, require the Designated Broker to subscribe for Units of a Harvest ETF for cash in a dollar amount not to exceed 0.30% of the NAV of the Harvest ETF, or such other amount as may be agreed to by the Manager and the Designated Broker. The number of Units issued will be the subscription amount divided by the NAV per Unit next determined following the delivery by the Manager of a subscription notice to the Designated Broker. Payment for the Units must be made by the Designated Broker by no later than the second Trading Day after the subscription notice has been delivered.

***To Unitholders of the Harvest ETFs as Reinvested Distributions or Distributions Paid in Units (if applicable)***

In addition to the issuance of Units as described above, distributions may be made by way of the issuance of Units and Units may be issued to Unitholders of the Harvest ETFs on the reinvestment of certain distributions in accordance with the Reinvestment Plan of the Harvest ETFs. See “Distribution Policy” and “Distribution Reinvestment Plan”.

**Buying and Selling Units**

The Units of the Harvest ETFs are currently listed and trading on the TSX and investors can buy or sell such Units on the TSX through registered brokers and dealers in the province or territory where the investors reside. Investors may incur customary brokerage commissions in buying or selling Units. No fees are paid by investors to the Manager or any Harvest ETF in connection with the buying or selling of Units on the TSX.

*Special Considerations for Unitholders*

The provisions of the so-called “early warning” requirements set out in Canadian securities legislation do not apply in connection with the acquisition of Units. In addition, the Harvest ETFs are entitled to rely on exemptive relief from the securities regulatory authorities to permit a Unitholder to acquire more than 20% of the Units through purchases on the TSX without regard to the takeover bid requirements of applicable Canadian securities legislation, provided that such Unitholder, and any person acting jointly or in concert with such Unitholder, undertakes to the Manager not to vote more than 20% of the Units at any meeting of Unitholders.

**EXCHANGE AND REDEMPTION OF UNITS**

*Exchange of Units at NAV per Unit for Baskets of Securities and/or Cash*

Unitholders may exchange the applicable PNU (or an integral multiple thereof) of the Harvest ETFs on any Trading Day for Baskets of Securities and cash, subject to the requirement that a minimum PNU be exchanged. To effect an exchange of Units, a Unitholder must submit an exchange request in the form and at the location prescribed by the Harvest ETFs from time to time at or before 9:00 a.m. (Toronto time) on a Trading Day, or such other time prior to the Valuation Time on such Trading Day as the Manager may permit. The exchange price will be equal to the NAV of each PNU tendered for exchange determined at the Valuation Time on the effective date of the exchange request, payable by delivery of a Basket of Securities (constituted as most recently published prior to the effective date of the exchange request) and cash. The Units will be redeemed in the exchange. The Manager will also make available to Dealers and the Designated Broker the applicable PNU to redeem Units on each Trading Day. The effective date of an exchange request is the Trading Day on which the Valuation Time that applies to such redemption request takes place.

Upon the request of a Unitholder, the Manager may, in its complete discretion, satisfy an exchange request by delivering cash only in an amount equal to the NAV of each PNU tendered for exchange determined at the Valuation Time on the effective date of the exchange request, provided that the Unitholder agrees to pay the brokerage expenses, commissions, transaction costs and other costs or expenses that the Harvest ETFs incur or expect to incur in selling securities on the market to obtain the necessary cash for the exchange.

If an exchange request is not received by the applicable cut-off time, the exchange order will be effective only on the next Trading Day. Settlement of exchanges for Baskets of Securities and cash will generally be made by the second Trading Day after the effective day of the exchange request.

If any securities in which a Harvest ETF has invested are cease traded at any time by order of a securities regulatory authority or other relevant regulator or stock exchange, the delivery of Baskets of Securities to a Unitholder, Dealer or Designated Broker on an exchange in the PNU may be postponed until such time as the transfer of the Baskets of Securities is permitted by law.

As described under “Book-Entry Only System”, registration of interests in, and transfers of, Units will be made only through the book-entry only system of CDS. The redemption rights described below must be exercised through the CDS Participant through which the owner holds Units. Beneficial owners of Units should ensure that they provide redemption instructions to the CDS Participant through which they hold such Units sufficiently in advance of the cut-off times described below to allow such CDS Participant to notify CDS and for CDS to notify the Manager prior to the relevant cut-off time.

#### *Redemption of Units for Cash*

On any Trading Day, Unitholders may redeem (i) Units for cash at a redemption price per Unit equal to 95% of the closing price for the Units on the TSX on the effective day of the redemption, subject to a maximum redemption price per Unit equal to the NAV per Unit on the effective day of redemption, less any applicable administration fee determined by the Manager, in its sole discretion, from time to time, or (ii) a PNU or a multiple PNU for cash equal to the NAV of that number of Units less any applicable administration fee determined by the Manager, in its sole discretion from time to time. Because Unitholders will generally be able to sell Units at the market price on the TSX through a registered broker or dealer subject only to customary brokerage commissions, Unitholders are advised to consult their brokers, dealers or investment advisors before redeeming such Units for cash. No fees or expenses are paid by Unitholders to the Manager or the Harvest ETFs in connection with buying or selling Units on the TSX.

In order for a cash redemption of Units of a Harvest ETF to be effective on a Trading Day, a cash redemption request must be delivered to the Manager by the time, in the form and at the location prescribed by the Manager from time to time on such Trading Day. Any cash redemption request received after such time will be effective only on the next Trading Day. Where possible, payment of the redemption price will be made by no later than the second Trading Day after the effective day of the redemption. The cash redemption request forms may be obtained from any registered broker or dealer.

Unitholders that have delivered a redemption request prior to the Distribution Record Date for any distribution will not be entitled to receive that distribution.

In connection with the redemption of Units, the Harvest ETFs will generally dispose of securities or other financial instruments.

#### *Suspension of Exchanges and Redemptions*

The Manager may suspend the exchange or redemption of Units or payment of redemption proceeds of a Harvest ETF: (i) during any period when normal trading is suspended on a stock exchange or other market on which securities owned by the Harvest ETF are listed and traded, if these securities represent more than 50% by value or underlying market exposure of the total assets of the Harvest ETF, without allowance for liabilities, and if these securities are not traded on any other exchange that represents a reasonably practical alternative for the Harvest ETF; or (ii) for a period not exceeding 30 days, with the prior permission of the securities regulatory authorities where required. The suspension may apply to all requests for exchange or redemption received prior to the suspension but as to which payment has not been made, as well as to all requests received while the suspension is in effect. All Unitholders making such requests shall be advised by the Manager of the suspension and that the exchange or redemption will be effected at a price determined on the first valuation day following the termination of the suspension. All such Unitholders shall have and shall be advised that they have the right to withdraw their requests for exchange or redemption. The suspension shall terminate in any event on the first day on which the condition giving rise to the suspension has ceased to exist, provided that no other condition under which a suspension is authorized then exists. To the extent not inconsistent with official rules and regulations promulgated by any government body having jurisdiction over the Harvest ETFs, any declaration of suspension made by the Manager shall be conclusive.

#### *Administration Fee*

The Manager may, at its discretion, charge exchanging or redeeming Unitholders an administration fee of up to 2% of the exchange or redemption proceeds to offset certain transaction costs associated with the exchange or redemption of Units. The Manager will publish the current administration fee, if any, on its website, [www.harvestportfolios.com](http://www.harvestportfolios.com). Any such administration fee charged by the Manager will accrue to the Harvest ETFs.

#### *Allocations of Capital Gains to Redeeming or Exchanging Unitholders*

Pursuant to the Declaration of Trust, a Harvest ETF may allocate and designate as payable any capital gains realized by the Harvest ETF as a result of any disposition of property of the Harvest ETF undertaken to permit or facilitate the redemption or exchange of Units to a Unitholder whose Units are being redeemed or exchanged. In addition, each Harvest ETF has the authority to distribute, allocate and designate any capital gains of the Harvest ETF to a Unitholder who has redeemed Units during a year in an amount equal to the Unitholder's share, at the time of redemption, of the Harvest ETF's capital gains for the year. Any such allocations and designations will reduce the redemption price otherwise payable to the redeeming Unitholder.

#### **Book-Entry Only System**

Registration of interests in, and transfers of, Units will be made only through the book-entry only system of CDS. Units must be purchased, transferred and surrendered for redemption only through a CDS Participant. All rights of an owner of Units must be exercised through, and all payments or other property to which such owner is entitled will be made or delivered by, CDS or the CDS Participant through which the owner holds such Units. Upon buying Units, the owner will receive only the customary confirmation. References in this prospectus to a holder of Units means, unless the context otherwise requires, the owner of the beneficial interest of such Units.

Neither the Harvest ETFs nor the Manager will have any liability for: (i) records maintained by CDS relating to the beneficial interests in Units or the book entry accounts maintained by CDS; (ii) maintaining, supervising or reviewing any records relating to such beneficial ownership interests; or (iii) any advice or representation made or given by CDS and made or given with respect to the rules and regulations of CDS or any action taken by CDS or at the direction of the CDS Participants.

The ability of a beneficial owner of Units to pledge such Units or otherwise take action with respect to such owner's interest in such Units (other than through a CDS Participant) may be limited due to the lack of a physical certificate.

The Harvest ETFs have the option to terminate registration of Units through the book-entry only system in which case certificates for Units in fully registered form will be issued to beneficial owners of such Units or to their nominees.

#### **Short-Term Trading**

Unlike conventional open-end mutual fund trusts in which short term trading by investors may cause the mutual fund to incur additional unnecessary trading costs in connection with the purchase of additional portfolio securities and the sale of portfolio securities to fund unitholder redemptions, the Manager does not believe that it is necessary to impose any short-term trading restrictions on the Harvest ETFs at this time as: (i) the Harvest ETFs are primarily traded in the secondary market; and (ii) the few transactions involving Units that do not occur on the secondary market involve the Designated Broker and Dealers, who can only purchase or redeem Units in a PNU and on whom the Manager may impose an administration fee. The administration fee is intended to compensate the Harvest ETFs for any costs and expenses incurred by the Harvest ETFs in order to fund the redemption.

### **PRIOR SALES**

#### **Trading Price and Volume**

The following charts provide the price ranges and volume of Units of each Harvest ETF traded on the TSX for each month, or if applicable partial month, during the 12 months preceding the date of this prospectus (or such shorter period as indicated).



*Harvest Brand Leaders Plus Income ETF*

Month	Unit Price Range (\$) (Class A Units)	Unit Price Range (\$) (Class U Units)	Volume of Units Traded (Class A Units)	Volume of Units Traded (Class U Units)
<b>2017</b>				
June	8.76-8.96	9.06-9.14	417,365	19,470
July	8.79-9.00	9.03-9.20	318,183	25,945
August	8.68-8.98	8.95-9.21	942,553	315,647
September	8.49-9.18	8.91-9.14	1,225,947	64,911
October	8.84-9.21	9.06-9.42	933,258	92,733
November	9.10-9.43	9.38-9.68	792,874	71,227
December	9.30-9.62	9.57-9.89	605,971	94,760
<b>2018</b>				
January	9.47-9.97	9.76-10.23	1,070,230	92,470
February	8.78-9.74	9.04-10.01	1,395,572	163,025
March	8.96-9.63	9.28-9.93	1,203,786	41,911
April	8.86-9.35	9.17-9.64	1,849,383	473,317
May	8.86-9.36	9.17-9.67	984,440	294,918

*Harvest Healthcare Leaders Income ETF*

Month	Unit Price Range (\$) (Class A Units)	Unit Price Range (\$) (Class U Units)	Volume of Units Traded (Class A Units)	Volume of Units Traded (Class U Units)
<b>2017</b>				
June	8.47-8.90	8.33-8.88	4,269,691	528,289
July	8.50-8.81	8.45-8.75	2,243,519	233,200
August	8.35-8.65	8.31-8.57	2,082,906	342,052
September	8.52-8.81	8.44-8.735	1,669,044	188,913
October	8.25-8.73	8.21-8.66	2,694,216	279,781
November	8.25-8.44	8.20-8.38	2,804,717	284,354
December	8.23-8.49	8.18-8.44	2,181,116	217,988
<b>2018</b>				
January	8.29-8.98	8.30-8.93	3,446,658	302,028
February	7.84-8.64	7.84-8.56	3,014,445	380,577
March	7.88-8.42	7.86-8.38	2,414,450	106,007
April	7.80-8.17	7.83-8.17	1,514,849	120,429
May	7.77-8.13	7.81-8.11	2,246,180	101,619

*Harvest US Equity Plus Income ETF*

Month	Unit Price Range (\$) (Class A Units)	Unit Price Range (\$) (Class U Units)	Volume of Units Traded (Class A Units)	Volume of Units Traded (Class U Units)
<b>2017</b>				
June	8.39-8.58	8.67-8.72	116,208	50,300
July	8.38-8.58	8.69-8.69	116,293	2,000
August	8.49-8.64	8.79-8.79	52,799	950
September	8.57-8.76	8.96-9.00	116,632	19,300
October	8.75-8.94	9.04-9.04	150,924	2,000
November	8.88-9.16	n/a	87,467	nil
December	9.18-9.49	9.46-9.51	125,395	11,309
<b>2018</b>				
January	9.37-9.91	9.9-10.09	98,611	4,890

Month	Unit Price Range (\$) (Class A Units)	Unit Price Range (\$) (Class U Units)	Volume of Units Traded (Class A Units)	Volume of Units Traded (Class U Units)
February	8.97-9.71	9.24-9.98	80,672	54,500
March	8.82-9.49	9.12-9.70	183,741	3,680
April	8.71-9.13	n/a	48,751	nil
May	8.89-9.16	n/a	64,962	nil

*Harvest Energy Leaders Plus Income ETF*

Month	Unit Price Range (\$) (Class A Units)	Unit Price Range (\$) (Class U Units)	Volume of Units Traded (Class A Units)	Volume of Units Traded (Class U Units)
<b>2017</b>				
June	5.09-5.36	5.36-5.51	386,009	33,110
July	5.03-5.28	5.4-5.54	458,989	55,460
August	4.87-5.25	5.17-5.49	543,577	311,004
September	4.95-5.36	5.35-5.66	576,267	148,348
October	5.05-5.29	5.41-5.57	735,589	55,624
November	5.05-5.37	5.4-5.53	565,085	70,766
December	5.1-5.49	5.48-5.86	731,941	69,611
<b>2018</b>				
January	5.38-5.78	5.84-6.05	1,400,118	69,524
February	4.78-5.53	5.23-5.85	587,821	77,105
March	4.79-5.09	5.28-5.39	317,743	27,377
April	4.87-5.47	5.26-5.78	799,811	268,216
May	5.33-5.80	5.78-6.10	601,740	118,504

*Harvest Tech Achievers Growth & Income ETF*

Month	Unit Price Range (\$) (Class A Units)	Unit Price Range (\$) (Class U Units)	Volume of Units Traded (Class A Units)	Volume of Units Traded (Class U Units)
<b>2017</b>				
June*	8.83-9.36	8.87-9.12	255,615	23,876
July	8.79-9.40	8.94-9.23	530,529	17,745
August	9.04-9.40	9.06-9.24	376,896	97,760
September	9.28-9.58	9.24-9.47	530,422	33,396
October	9.45-10.04	9.35-9.90	578,129	52,755
November	9.85-10.31	9.83-10.17	394,625	54,615
December	9.65-10.14	9.65-9.98	336,762	41,547
<b>2018</b>				
January	9.89-10.62	10.02-10.47	493,498	28,651
February	9.37-10.65	9.44-10.44	670,009	169,842
March	9.79-10.84	9.78-10.65	704,206	73,256
April	9.71-10.45	9.8-10.33	367,476	18,496
May	10.03-10.70	10.08-10.48	338,572	12,455

\*Information is only available from June 22, 2017, being the date on which the Units commenced trading on the TSX.

*Harvest Global REIT Leaders Income ETF*

<b>Month</b>	<b>Unit Price Range (\$) (Class A Units)</b>	<b>Volume of Units Traded (Class A Units)</b>
<b>2017</b>		
June*	9.87-10.07	5,900
July	9.91-9.92	2,110
August	9.80-9.99	3,722
September	9.77-10.04	67,962
October	9.80-9.95	14,951
November	9.91-10.14	17,314
December	9.98-10.26	15,498
<b>2018</b>		
January	9.72-10.05	70,409
February	9.15-9.83	14,680
March	9.20-9.49	28,984
April	9.31-9.54	4,639
May	9.49-9.61	12,844

\*Information is only available from June 23, 2017, being the date on which the Units commenced trading on the TSX.

### **INCOME TAX CONSIDERATIONS**

In the opinion of Blake, Cassels & Graydon LLP, the following is, as of the date hereof, a summary of the principal Canadian federal income tax considerations under the Tax Act generally applicable to the acquisition, holding and disposition of Units of a Harvest ETF by a Unitholder of a Harvest ETF who acquires Units pursuant to this prospectus. This summary only applies to a prospective Unitholder of a Harvest ETF who is an individual (other than a trust) resident in Canada for purposes of the Tax Act, who deals at arm's length with the Harvest ETF and the Designated Broker or Dealer and is not affiliated with the Harvest ETF or the Designated Broker or Dealer and who holds Units of the Harvest ETF as capital property (a "**Holder**").

Generally, Units of a Harvest ETF will be considered to be capital property to a Holder provided that the Holder does not hold such Units in the course of carrying on a business of buying and selling securities and has not acquired them in one or more transactions considered to be an adventure or concern in the nature of trade. Provided a Harvest ETF qualifies as a "mutual fund trust" for purposes of the Tax Act, certain Holders who might not otherwise be considered to hold Units of that Harvest ETF as capital property may, in certain circumstances, be entitled to have such Units and all other "Canadian securities" owned or subsequently acquired by them treated as capital property by making the irrevocable election permitted by subsection 39(4) of the Tax Act. This summary does not apply to a Holder who has entered or will enter into a "derivative forward agreement" as that term is defined in the Tax Act with respect to the Units or any Basket of Securities disposed of in exchange for Units.

This summary is based on the assumptions that at all times each Harvest ETF has complied and will continue to comply with its investment restrictions. In addition, this summary is based on the assumption that none of the issuers of the securities in a Harvest ETF's portfolio is a foreign affiliate of any Holder of Units of that Harvest ETF for purposes of the Tax Act.

This summary is based on the facts described herein, the current provisions of the Tax Act, counsel's understanding of the current publicly available administrative policies and assessing practices of the CRA published in writing prior to the date hereof and a certificate of the Manager. This summary takes into account the Tax Amendments. This description is not exhaustive of all Canadian federal income tax consequences and does not take into account or anticipate changes in the law or in administrative policy or assessing practice, whether by legislative, governmental or judicial action other than the Tax Amendments in their present form, nor does it take into account provincial, territorial or foreign tax considerations which may differ significantly from those discussed herein. There can be no assurance that the Tax Amendments will be enacted in the form publicly announced, or at all.

**This summary is not exhaustive of all possible Canadian federal income tax considerations applicable to an investment in Units of a Harvest ETF. This summary does not address the deductibility of interest on any funds borrowed by a Unitholder to purchase Units of a Harvest ETF. The income and other tax consequences of investing in Units of a Harvest ETF will vary depending on an investor's particular circumstances including**

**the province or territory in which the investor resides or carries on business. Accordingly, this summary is of a general nature only and is not intended to be, nor should it be construed to be, legal or tax advice to any holder of Units of a Harvest ETF. Prospective investors should consult their own tax advisors with respect to the income tax consequences to them of an acquisition of Units of a Harvest ETF based on their particular circumstances.**

A Holder will be required to compute all amounts, including the adjusted cost base of Class U Units and proceeds of disposition, in Canadian dollars in accordance with the detailed rules in the Tax Act.

### **Status of the Harvest ETFs**

This summary is based on the assumptions that each Harvest ETF will qualify at all times as a “mutual fund trust” within the meaning of the Tax Act and that each Harvest ETF has not been established and will not be maintained primarily for the benefit of non-residents unless, at that time, substantially all of its property consists of property other than property that would be “taxable Canadian property” within the meaning of the Tax Act (if the definition of such term were read without reference to paragraph (b) of that definition).

To qualify as a mutual fund trust, a Harvest ETF (i) must be a Canadian resident “unit trust” for purposes of the Tax Act, (ii) the only undertaking of the Harvest ETF must be (a) the investing of its funds in property (other than real property or interests in real property or an immovable or a real right in an immovable), (b) the acquiring, holding, maintaining, improving, leasing or managing of any real property (or interest in real property) or of any immovable (or real right in immovables) that is capital property of the Harvest ETF, or (c) any combination of the activities described in (a) and (b), and (iii) the Harvest ETF must comply with certain minimum requirements respecting the ownership and dispersal of Units of a particular class (the “**minimum distribution requirements**”). In this connection, (i) the Manager has advised counsel that it intends to cause each Harvest ETF to qualify as a unit trust throughout the life of the Harvest ETF, (ii) each Harvest ETF’s undertaking conforms with the restrictions for mutual fund trusts, and (iii) the Manager has advised counsel that it has no reason to believe that any Harvest ETF will not comply with the minimum distribution requirements at all relevant times.

If a Harvest ETF were not to qualify as a mutual fund trust at all times, the income tax considerations described below would, in some respects, be materially and adversely different.

Provided the Units of a Harvest ETF are listed on a “designated stock exchange” (within the meaning of the Tax Act) or the Harvest ETF qualifies as a “mutual fund trust” within the meaning of the Tax Act, the Units of such Harvest ETF will be qualified investments under the Tax Act for a trust governed by an RRSP, a RRIF, a DPSP, an RDSP, an RESP or a TFSA (the “**Plans**”). See “Income Tax Considerations – Taxation of Registered Plans” for the consequences of holding Units in Plans.

### **Taxation of the Harvest ETFs**

Each Harvest ETF must pay tax on its net income (including net realized taxable capital gains) for a taxation year, less the portion thereof that it deducts in respect of the amount paid or payable to its Unitholders in the year. An amount will be considered to be payable to a Unitholder of a Harvest ETF in a year if it is paid to the Unitholder in that year by the Harvest ETF or if the Unitholder is entitled in that year to enforce payment of the amount. The Declaration of Trust requires that sufficient amounts be paid or made payable each year by each Harvest ETF so that the Harvest ETF is not liable for any non-refundable income tax under Part I of the Tax Act.

Each Harvest ETF is required to include in its income for each taxation year any dividends received (or deemed to be received) by it in such year on a security held in its portfolio.

Premiums received on covered call options written by a Harvest ETF which are not exercised prior to the end of the year will constitute capital gains of the Harvest ETF in the year received, unless such premiums are received by the Harvest ETF as income from a business or the Harvest ETF has engaged in a transaction or transactions considered to be an adventure in the nature of trade. The Manager has advised counsel that each Harvest ETF purchases the securities in its portfolio with the objective of receiving dividends and other distributions thereon over the life of the Harvest ETF and writes covered call options with the objective of increasing the yield on its portfolio beyond the dividends and other distributions received. Having regard to the foregoing, and in accordance with the CRA’s published administrative policies, transactions undertaken by each Harvest ETF in respect of call options on the securities in its portfolio written as described in “Investment Strategies – Covered Option Writing (applicable to the Harvest ETFs, other than Harvest US Equity Plus Income ETF)” are generally on capital account and each Harvest ETF reports any such transactions on capital account.

Premiums received by a Harvest ETF on covered call options which are subsequently exercised will be added in computing the proceeds of disposition to the Harvest ETF of the securities disposed of by the Harvest ETF upon the exercise of such call options. In addition, where a covered call option is exercised after the end of the year in which it was granted, a Harvest ETF's capital gain in the previous year in respect of the receipt of the option premium will be nullified.

In general, a Harvest ETF will realize a capital gain (or capital loss) upon the actual or deemed disposition of a security included in its portfolio to the extent the proceeds of disposition net of any reasonable costs of disposition exceed (or are less than) the adjusted cost base of such security unless the Harvest ETF were considered to be trading or dealing in securities or otherwise carrying on a business of buying and selling securities or the Harvest ETF has acquired the security in a transaction or transactions considered to be an adventure or concern in the nature of trade. The Manager has advised counsel that each Harvest ETF purchases the securities in its portfolio with the objective of receiving dividends and other distributions thereon and takes the position that gains and losses realized on the disposition of its securities are capital gains and capital losses. The Manager has advised counsel that each Harvest ETF (other than Harvest Global REIT Leaders Income ETF) has made an election under subsection 39(4) of the Tax Act (if applicable) so that all securities held by such Harvest ETF that are "Canadian securities" (as defined in the Tax Act) are deemed to be capital property to such Harvest ETF. In addition, the Manager has advised counsel that Harvest Global REIT Leaders Income ETF will make such election, if available, in its return of income under the Tax Act for its 2018 taxation year.

A Harvest ETF is entitled for each taxation year throughout which it is a mutual fund trust for purposes of the Tax Act to reduce (or receive a refund in respect of) its liability, if any, for tax on its net realized capital gains by an amount determined under the Tax Act based on the redemptions of Units of the Harvest ETF during the year (the "**Capital Gains Refund**"). The Capital Gains Refund in a particular taxation year may not completely offset the tax liability of a Harvest ETF for such taxation year which may arise upon the sale or other disposition of securities included in the portfolio in connection with the redemption of Units of the Harvest ETF.

In general, gains and losses realized by a Harvest ETF from derivative transactions will be on income account except where such derivatives are used to hedge portfolio securities held on capital account provided there is sufficient linkage, subject to the DFA Rules discussed below, and such gains and losses will be recognized for tax purposes at the time they are realized by the Harvest ETF.

A loss realized by a Harvest ETF on a disposition of capital property will be a suspended loss for purposes of the Tax Act if the Harvest ETF, or a person affiliated with the Harvest ETF, acquires a property (a "**substituted property**") that is the same as or identical to the property disposed of, within 30 days before and 30 days after the disposition and the Harvest ETF, or a person affiliated with the Harvest ETF, owns the substituted property 30 days after the original disposition. If a loss is suspended, a Harvest ETF cannot deduct the loss from the Harvest ETF's capital gains until the substituted property is disposed of and is not reacquired by the Harvest ETF, or a person affiliated with the Harvest ETF, within 30 days before and after the disposition.

Each Harvest ETF enters into transactions denominated in currencies other than the Canadian dollar, including the acquisition of securities in its portfolio. The cost and proceeds of disposition of securities, dividends and all other amounts will be determined for the purposes of the Tax Act in Canadian dollars using the appropriate exchange rates determined in accordance with the detailed rules in the Tax Act in that regard. The amount of income, gains and losses realized by a Harvest ETF may be affected by fluctuations in the value of foreign currencies relative to the Canadian dollar. Gains or losses in respect of currency hedges entered into in respect of amounts invested in the portfolio of a Harvest ETF likely constitute capital gains and capital losses to the Harvest ETF if the securities in the Harvest ETF's portfolio are capital property to the Harvest ETF and provided there is sufficient linkage.

The Tax Act contains rules (the "**DFA Rules**") that target financial arrangements (referred to as "derivative forward agreements") that seek to deliver a return based on an "underlying interest" (other than certain excluded underlying interests). The DFA Rules are broad in scope and could apply to other agreements or transactions (including certain options). If the DFA Rules were to apply in respect of derivatives utilized by a Harvest ETF, gains realized in respect of the property underlying such derivatives could be treated as ordinary income rather than capital gains. Provided a covered call option is written by a Harvest ETF in the manner described in "Investment Strategies – Covered Option Writing (applicable to the Harvest ETFs, other than Harvest US Equity Plus Income ETF)", the writing of such call option will not generally be subject to the DFA Rules.

A Harvest ETF may derive income or gains from investments in countries other than Canada, and as a result, may be liable to pay income or profits tax to such countries. To the extent that such foreign tax paid by a Harvest ETF exceeds 15% of the amount included in the Harvest ETF's income from such investments, such excess may generally be deducted by the Harvest ETF in computing its net income for the purposes of the Tax Act. To the extent that such foreign tax paid does not exceed 15% of such amount and has not been deducted in computing the Harvest ETF's income, the Harvest ETF may designate in respect of a Holder a portion of its foreign source income that can reasonably be considered to be part of the Harvest ETF's income distributed to such Holder so that such income and a portion of the foreign tax paid by the Harvest ETF may be regarded as foreign source income of, and foreign tax paid by, the Holder for the purposes of the foreign tax credit provisions of the Tax Act.

A Harvest ETF is entitled to deduct an amount equal to the reasonable expenses that it incurs in the course of issuing Units and that it has incurred in the course of issuing units as a closed-end fund. Such issue expenses paid by the Harvest ETF and not reimbursed are deductible by the Harvest ETF ratably over a five-year period subject to reduction in any taxation year which is less than 365 days. In computing its income under the Tax Act, the Harvest ETF may deduct reasonable administrative and other expenses incurred to earn income.

Losses incurred by a Harvest ETF in a taxation year cannot be allocated to Holders, but may be deducted by the Harvest ETF in future years in accordance with the Tax Act.

### **Taxation of Holders**

A Holder will generally be required to include in computing income for a particular taxation year of the Holder such portion of the net income of a Harvest ETF, including the taxable portion of any net realized capital gains, as is paid or becomes payable to the Holder in that particular taxation year (whether in cash or in Units, whether such amount is automatically reinvested in additional Units pursuant to the Reinvestment Plan or whether as a Management Fee Distribution).

Under the Tax Act, a Harvest ETF is permitted to deduct in computing its income for a taxation year an amount that is less than the amount of its distributions of income for the year to the extent necessary to enable the Harvest ETF to use, in that taxation year, losses from prior years without affecting the ability of the Harvest ETF to distribute its income annually. In such circumstances, the amount distributed to a Holder but not deducted by the Harvest ETF will not be included in the Holder's income. However, the adjusted cost base of the Holder's Units of the Harvest ETF will be reduced by such amount. The non-taxable portion of a Harvest ETF's net realized capital gains for a taxation year, the taxable portion of which was designated in respect of a Holder for the taxation year, that is paid or becomes payable to the Holder in the year will not be included in computing the Holder's income for the year. Any other amount in excess of a Holder's share of the net income of a Harvest ETF for a taxation year that is paid or becomes payable to the Holder in the year (i.e. returns of capital) will not generally be included in the Holder's income for the year, but will reduce the adjusted cost base of the Holder's Units of the Harvest ETF. To the extent that the adjusted cost base of a Unit of a Harvest ETF to a Holder would otherwise be a negative amount, the negative amount will be deemed to be a capital gain and the adjusted cost base of the Unit to the Holder will be increased by the amount of such deemed capital gain to zero.

Provided that appropriate designations are made by a Harvest ETF, such portion of the net realized taxable capital gains of the Harvest ETF, and foreign source income of the Harvest ETF as is paid or becomes payable to a Holder will effectively retain its character and be treated as such in the hands of the Holder for purposes of the Tax Act.

Any loss of a Harvest ETF for purposes of the Tax Act cannot be allocated to, and cannot be treated as a loss of, a Holder.

On the disposition or deemed disposition of a Unit of a Harvest ETF, including on a redemption, a Holder will realize a capital gain (or capital loss) to the extent that the Holder's proceeds of disposition (other than any amount payable by a Harvest ETF which represents capital gains allocated and designated to the redeeming Holder), net of any reasonable costs of disposition, exceed (or are less than) the adjusted cost base of the Unit of the Harvest ETF. For the purpose of determining the adjusted cost base of a Holder's Units of a class of a Harvest ETF, when additional Units of that class of the Harvest ETF are acquired by the Holder (as a result of a distribution by a Harvest ETF in the form of Units or pursuant to the Reinvestment Plan or otherwise), the cost of the newly acquired Units of that class will be averaged with the adjusted cost base of all Units of that class of the Harvest ETF owned by the Holder as capital property immediately before that time. For this purpose, the cost of Units that have been issued on a distribution will generally be equal to the amount of the distribution. A consolidation of Units following a distribution paid in the form

of additional Units will not be regarded as a disposition of Units and will not affect the aggregate adjusted cost base of Units of a Harvest ETF to a Holder.

In the case of an exchange of Units of a Harvest ETF for a Basket of Securities, a Holder's proceeds of disposition of Units would generally be equal to the aggregate of the fair market value of the distributed property and the amount of any cash received, less any capital gain realized by the Harvest ETF on the disposition of such distributed property. The cost to a Holder of any property received from the Harvest ETF upon the exchange will generally be equal to the fair market value of such property at the time of the distribution. In the case of an exchange of Units of a Harvest ETF for a Basket of Securities, the investor may receive securities that are not qualified investments under the Tax Act for Plans. If such securities are not qualified investments for Plans, such Plans (and, in the case of certain Plans, the annuitants, beneficiaries or subscribers thereunder or holders thereof) may be subject to adverse tax consequences.

Pursuant to the Declaration of Trust, a Harvest ETF may allocate and designate as payable any capital gains realized by the Harvest ETF as a result of any disposition of property of the Harvest ETF undertaken to permit or facilitate the redemption or exchange of Units of the Harvest ETF to a Holder whose Units are being redeemed or exchanged. In addition, each Harvest ETF has the authority to distribute, allocate and designate any capital gains of the Harvest ETF to a Holder who has redeemed Units during a year in an amount equal to the Holder's share, at the time of redemption, of the Harvest ETF's capital gains for the year. Any such allocations and designations will reduce the redemption price otherwise payable to the Holder, and therefore the Holder's proceeds of disposition.

In general, one-half of any capital gain (a "**taxable capital gain**") realized by a Holder on the disposition of Units of a Harvest ETF or a taxable capital gain designated by a Harvest ETF in respect of the Holder for a taxation year of the Holder will be included in computing the Holder's income for that year and one-half of any capital loss (an "**allowable capital loss**") realized by the Holder in a taxation year of the Holder generally must be deducted from taxable capital gains realized by the Holder in the taxation year or designated by a Harvest ETF in respect of the Holder for the taxation year in accordance with the detailed provisions of the Tax Act. Allowable capital losses for a taxation year in excess of taxable capital gains for that taxation year may be carried back and deducted in any of the three preceding taxation years or carried forward and deducted in any subsequent taxation year against taxable capital gains in accordance with the provisions of the Tax Act.

Each Holder who pays for Units by delivering a Basket of Securities will be disposing of securities in exchange for Units of a Harvest ETF. Assuming that such securities are held by the Holder as capital property for purposes of the Tax Act, the Holder will generally realize a capital gain (or a capital loss) in the taxation year of the Holder in which the disposition of such securities takes place to the extent that the proceeds of disposition for such securities, net of any reasonable costs of disposition, exceed (or are less than) the adjusted cost base of such securities to the Holder. For this purpose, the proceeds of disposition to the Holder of securities disposed of will equal the aggregate of the fair market value of the Units of the Harvest ETF received for the securities. The cost to a Holder of Units of a Harvest ETF acquired in exchange for a Basket of Securities and cash (if any) will be equal to the aggregate of the cash paid (if any) to the Harvest ETF plus the fair market value of the securities disposed of in exchange for Units at the time of disposition, which sum would generally be equal to or would approximate the fair market value of the Units received as consideration in exchange for a Basket of Securities and cash (if any).

Amounts designated by a Harvest ETF to a Holder as taxable capital gains or dividends from taxable Canadian corporations, and taxable capital gains realized on the disposition of Units may increase the Holder's liability for alternative minimum tax.

### **Taxation of Registered Plans**

Amounts of income and capital gains included in a Plan's income are generally not taxable under Part I of the Tax Act provided the Units are "qualified investments" for the Plan for the purposes of the Tax Act. Holders should consult their own advisors regarding the tax implications of establishing, amending, terminating or withdrawing amounts from a Plan.

Notwithstanding the foregoing, the holder of a TFSA or RDSP, the annuitant of an RRSP or RRIF or the subscriber of an RESP will be subject to a penalty tax in respect of Units held by such TFSA, RRSP, RESP, RDSP or RRIF, as the case may be, if such Units are a "prohibited investment" for such Plans for purposes of the Tax Act.

The Units of a Harvest ETF will not be a "prohibited investment" for a trust governed by a TFSA, RRSP, RESP, RDSP or RRIF unless the holder of the TFSA or RDSP, the annuitant of the RRSP or RRIF or the subscriber of the RESP, as applicable, (i) does not deal at arm's length with the Harvest ETF for purposes of the Tax Act, or (ii) has a

“significant interest” as defined in the Tax Act in the Harvest ETF. Generally, a holder, annuitant or subscriber, as the case may be, will not have a significant interest in a Harvest ETF unless the holder, annuitant or subscriber, as the case may be, owns interests as a beneficiary under the Harvest ETF that have a fair market value of 10% or more of the fair market value of the interests of all beneficiaries under the Harvest ETF, either alone or together with persons and partnerships with which the holder, annuitant or subscriber, as the case may be, does not deal at arm’s length. In addition, the Units will not be a “prohibited investment” if such Units are “excluded property” as defined in the Tax Act for a trust governed by a TFSA, RRSP, RDSP, RESP or RRIF.

Holders, annuitants and subscribers should consult their own tax advisors with respect to whether Units of a Harvest ETF would be prohibited investments, including with respect to whether such Units would be excluded property.

### **Tax Implications of the Harvest ETFs’ Distribution Policy**

The NAV per Unit of a Harvest ETF will, in part, reflect any income and gains of the Harvest ETF that have been earned or been realized, but have not been made payable at the time Units of the Harvest ETF were acquired. Accordingly, a Holder who acquires Units of a Harvest ETF, including on a reinvestment of distributions pursuant to the Reinvestment Plan or a distribution of Units of the Harvest ETF, may become taxable on the Holder’s share of such income and gains of the Harvest ETF. In particular, an investor who acquires Units of a Harvest ETF at any time in the year but prior to a distribution being paid or made payable will have to pay tax on the entire distribution (to the extent it is a taxable distribution) notwithstanding that such amounts may have been reflected in the price paid by the Holder for the Units.

## **ORGANIZATION AND MANAGEMENT DETAILS OF THE HARVEST ETFs**

### **Manager**

Harvest, a registered portfolio manager and investment fund manager, is the promoter, trustee, manager and portfolio manager of the Harvest ETFs and its principal office is at 710 Dorval Drive, Suite 209, Oakville, Ontario, L6K 3V7. The Manager performs or arranges for the performance of management services for the Harvest ETFs and is responsible for the administration of the Harvest ETFs. The Manager is entitled to receive fees as compensation for management services rendered to the Harvest ETFs.

### **Duties and Services to be Provided by the Manager**

Pursuant to the Declaration of Trust, the Manager provides and arranges for the provision of required administrative services to the Harvest ETFs including, without limitation: portfolio management services, negotiating contracts with certain third-party service providers, including, but not limited to, investment managers, custodians, registrars, transfer agents, auditors and printers; authorizing the payment of operating expenses incurred on behalf of the Harvest ETFs; maintaining accounting records; preparing the reports to Unitholders and to the applicable securities regulatory authorities; calculating the amount and determining the frequency of distributions by the Harvest ETFs; preparing financial statements, income tax returns and financial and accounting information as required; ensuring that Unitholders are provided with financial statements and other reports as are required from time to time by applicable law; ensuring that the Harvest ETFs comply with all other regulatory requirements including continuous disclosure obligations under applicable securities laws; administering purchases, redemptions and other transactions in Units; arranging for any payments required upon termination of the Harvest ETFs; and dealing and communicating with Unitholders. The Manager will provide office facilities and personnel to carry out these services, if not otherwise furnished by any other service provider to the Harvest ETFs. The Manager will also monitor the investment strategies of the Harvest ETFs to ensure that they comply with their investment objective, investment strategies and investment restrictions and practices.

No manager of the Harvest ETFs shall be a person who (i) is not a resident of Canada for purposes of the Tax Act, or (ii) does not agree to carry out its functions of managing the Harvest ETFs in Canada.

Pursuant to the Declaration of Trust, the Manager has full authority and responsibility to manage and direct the business and affairs of the Harvest ETFs, to make all decisions regarding the business of the Harvest ETFs and to bind the Harvest ETFs. The Manager may delegate certain of its powers to third parties where, in the discretion of the Manager, it would be in the best interests of the Harvest ETFs to do so.



The Manager is required to exercise its powers and discharge its duties honestly, in good faith and in the best interests of the Unitholders, and to exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances. The Declaration of Trust provides that the Manager will not be liable to the Harvest ETFs or to any Unitholder or any other person for any loss or damage relating to any matter regarding the Harvest ETFs, including any loss or diminution of value of the assets of the Harvest ETFs if it has satisfied its standard of care set forth above.

The Manager and each of its directors, officers, employees and agents may be indemnified out of the assets of the Harvest ETFs from and against all claims whatsoever, including costs, charges and expenses in connection therewith, brought, commenced or prosecuted against it for or in respect of any act, deed, matter or thing whatsoever made, done or omitted in or in relation to the execution of its duties to the Harvest ETFs as long as the person acted honestly and in good faith with a view to the best interests of the Harvest ETFs.

The Manager may resign upon 90 days' prior written notice to the Trustee or upon such lesser notice period as the Trustee may accept. The Manager may also be removed by the Trustee on at least 90 days' written notice to the Manager. The Trustee shall make every effort to select and appoint a successor manager prior to the effective date of the Manager's resignation.

The Manager is entitled to fees for its services as manager under the Declaration of Trust as described under "Fees and Expenses" and will be reimbursed for all reasonable costs and expenses incurred by the Manager on behalf of the Harvest ETFs. The Manager may, in its discretion, terminate the Harvest ETFs without the approval of Unitholders if, in its opinion, it is no longer economically feasible to continue the Harvest ETFs and/or it would otherwise be in the best interests of Unitholders to terminate the Harvest ETFs.

The administration and management services of the Manager under the Declaration of Trust are not exclusive and nothing in the Declaration of Trust prevents the Manager from providing similar administrative and management services to other investment funds and other clients (whether or not their investment objectives and policies are similar to those of the Harvest ETFs) or from engaging in other activities.

### **Officers and Directors of the Manager**

The name and municipality of residence of each of the directors and executive officers of the Manager and their principal occupations are as follows:

<u><i>Name and Municipality of Residence</i></u>	<u><i>Position with the Manager</i></u>	<u><i>Principal Occupation</i></u>
MICHAEL KOVACS Oakville, Ontario	President, Chief Executive Officer and Secretary and Director	President and Chief Executive Officer, Harvest
DANIEL LAZZER Toronto, Ontario	Chief Financial Officer	Chief Financial Officer, Harvest
MARY MEDEIROS Oakville, Ontario	Chief Operating Officer and Director	Chief Operating Officer, Harvest
PAUL MACDONALD Mississauga, Ontario	Chief Investment Officer and Portfolio Manager	Chief Investment Officer and Portfolio Manager, Harvest
DAVID BALSDON Mississauga, Ontario	Chief Compliance Officer*	Chief Compliance Officer, Harvest*
TOWNSEND HAINES Toronto, Ontario	Director	Director, Harvest

<u><i>Name and Municipality of Residence</i></u>	<u><i>Position with the Manager</i></u>	<u><i>Principal Occupation</i></u>
NICK BONTIS Ancaster, Ontario	Director	Associate Professor, Strategic Director Management & Director, Undergraduate Programs DeGroot School of Business, McMaster University

During the past five years, all the officers and directors of the Manager listed above have held their present principal occupations except for (i) Townsend Haines, who was the Chief Financial Officer and Managing Director of Harvest from 2009 to 2014; (ii) Paul MacDonald, who was Vice President, Portfolio Manager of Creststreet Asset Management Limited from 2010 to 2013; (iii) Daniel Lazzer, who was Senior Manager for PricewaterhouseCoopers LLP (PwC) in the Audit and Assurance practice from 2003 to 2013; and (iv) David Balsdon, who was an Independent Consultant from 2013 to 2014 and was Chief Operating Officer and Chief Compliance Officer at Matrix Asset Management Inc. from 2011 to 2013 and was Chief Compliance Officer, Vice President and Secretary-Treasurer at Mavrix Fund Management Inc. from 2004 to 2010.

### **Designated Brokers**

The Manager, on behalf of the Harvest ETFs, has entered or will enter into a Designated Broker Agreement with a Designated Broker pursuant to which each Designated Broker agrees to perform certain duties relating to the Harvest ETFs, including, without limitation: (i) to subscribe for a sufficient number of Units to satisfy the TSX's listing requirements; (ii) to subscribe for Units on an ongoing basis, and (iii) to post a liquid two way market for the trading of Units on the TSX. Payment for Units must be made by the Designated Broker, and those Units will be issued, by no later than the second Trading Day after the subscription notice has been delivered. Currently, the Manager intends to engage one Designated Broker in respect of each Harvest ETF.

A Designated Broker may terminate a Designated Broker Agreement at any time by giving the Manager at least six months' prior written notice of such termination. The Manager may terminate a Designated Broker Agreement at any time, without prior notice, by sending a written notice of termination to the Designated Broker.

Units do not represent an interest or an obligation of any Designated Broker or Dealer or any affiliate thereof and a Unitholder of the Harvest ETFs will not have any recourse against any such parties in respect of amounts payable by the Harvest ETFs to such Designated Broker or Dealers.

### **Brokerage Arrangements**

The Manager is responsible for selecting members of securities exchanges, brokers and investment dealers for the execution of transactions in respect of the Harvest ETF's investments and, when applicable, the negotiation of commissions in connection therewith. The Harvest ETFs are responsible to pay those commissions.

The Manager's allocation of brokerage business to companies, including those that furnish statistical, research or other services to the Harvest ETFs, is based on decisions made by the portfolio managers, analysts and traders of the Manager and will only be made in compliance with applicable law and in accordance with the Manager's policies and procedures. The Manager may receive research and order execution goods and services in return for directing brokerage transactions for the Harvest ETFs to registered dealers. When doing so, the Manager ensures that the goods or services are used by the Harvest ETFs to assist with investment or trading decisions, or with effecting securities transactions, on behalf of the Harvest ETFs. The Manager also makes a good faith determination that the funds receive reasonable benefit considering the use of the goods and services, the amount of brokerage commissions paid, the range of services and the quality of research received. The Manager uses the same criteria in selecting registered dealers. These arrangements are always subject to best execution, which includes a number of considerations such as price, volume, speed and certainty of execution and total transaction costs.

## Conflicts Of Interest

The Manager and its affiliates are engaged in a wide range of investment management, investment advisory and other business activities. The services provided by the Manager under the Declaration of Trust are not exclusive and nothing in the agreements prevent the Manager or any of its affiliates from providing similar services to other investment funds or clients (whether or not their investment objectives, strategies and policies are similar to those of the Harvest ETFs) or from engaging in other activities. The Manager therefore will have conflicts of interest in allocating management time, services and functions to the Harvest ETFs and the other persons for which they provide similar services. The Manager's investment decisions for the Harvest ETFs will be made independently of those made on behalf of its other clients or for its own investments. On occasion, however, the Manager may make the same investment for the Harvest ETFs and for one or more of its other clients. If the Harvest ETFs and one or more of the other clients of the Manager, or any of its affiliates, are engaged in the purchase or sale of the same security, the transactions will be effected on an equitable basis. In this regard, the Manager will generally endeavour to allocate investment opportunities to the Harvest ETFs and other investment funds managed by it on a pro rata basis.

The Manager may trade and make investments for its own accounts, and the Manager currently trades and manages and will continue to trade and manage accounts other than the Harvest ETF's accounts utilizing trading and investment strategies which are the same as or different from the ones to be utilized in making investment decisions for the Harvest ETFs. In addition, in proprietary trading and investment, the Manager may take positions the same as, different than or opposite to those of the Harvest ETFs. Furthermore, all of the positions held by accounts owned, managed or controlled by the Manager will be aggregated for purposes of applying certain exchange position limits. As a result, the Harvest ETFs may not be able to enter into or maintain certain positions if such positions, when added to the positions already held by the Harvest ETFs and such other accounts, would exceed applicable limits. All of such trading and investment activities may also increase the level of competition experienced with respect to priorities of order entry and allocations of executed trades.

The Manager may at times have interests that differ from the interests of the Unitholders. Where the Manager, or its affiliates otherwise perceive in the course of business, that they are or may be in a material conflict of interest position, the matter will be referred to the IRC. The IRC will consider all matters referred to it and provide its recommendations to the Manager as soon as possible.

In evaluating these conflicts of interest, potential investors should be aware that the Manager has a responsibility to the Unitholders to exercise good faith and fairness in all dealings affecting the Harvest ETFs. In the event that a Unitholder believes that the Manager has violated its duty to such Unitholder, the Unitholder may seek relief for itself or on behalf of the Harvest ETFs to recover damages from or to require an accounting by the Manager. Unitholders should be aware that the performance by the Manager of its responsibilities to the Harvest ETFs will be measured in accordance with (i) the provisions of the agreement by which the Manager has been appointed to its position with the Harvest ETFs; and (ii) applicable laws.

One or more registered Dealers acts or may act as a Designated Broker, a Dealer and/or a market maker. These relationships may create actual or perceived conflicts of interest which investors should consider in relation to an investment in the Harvest ETFs. In particular, by virtue of these relationships, these registered Dealers may profit from the sale and trading of Units. The Designated Broker, as market maker of the Harvest ETFs in the secondary market, may therefore have economic interests which differ from and may be adverse to those of Unitholders.

Any such registered Dealer and its affiliates may, at present or in the future, engage in business with the Harvest ETFs, the issuers of securities making up the investment portfolio of the Harvest ETFs, or with the Manager or any funds sponsored by the Manager or its affiliates, including by making loans, entering into derivative transactions or providing advisory or agency services. In addition, the relationship between any such registered Dealer and its affiliates, and the Manager and its affiliates may extend to other activities, such as being part of a distribution syndicate for other funds sponsored by the Manager or its affiliates.

No Designated Broker or Dealer has been involved in the preparation of this prospectus or has performed any review of the contents of this prospectus. The applicable Designated Broker and Dealers do not act as underwriters of the Harvest ETFs in connection with the distribution by the Harvest ETFs of Units under this prospectus. Units do not represent an interest or an obligation of any Designated Broker, any Dealer or any affiliate thereof, and a Unitholder does not have any recourse against any such parties in respect of amounts payable by the Harvest ETFs to such Designated Broker or Dealers. The Canadian securities regulators have provided the Harvest ETFs with a decision exempting the Harvest ETFs from the requirement to include a certificate of any underwriter in the prospectus.

### **Independent Review Committee**

NI 81-107 requires the Harvest ETFs to establish an independent review committee to whom the Manager must refer conflict of interest matters for review or approval. NI 81-107 also imposes obligations upon the Manager to establish written policies and procedures for dealing with conflict of interest matters, maintain records in respect of these matters and provide assistance to the IRC in carrying out its functions. The IRC will be required to conduct regular assessments and provide reports to the Manager and to Unitholders in respect of its functions.

The investment funds in the Harvest family all share the same IRC. The fees and expenses of the IRC are borne and shared by all of the investment funds in the Harvest family. Each investment fund is also responsible for all expenses associated with insuring and indemnifying the IRC members.

The members of the IRC are Don Hathaway, James Adam Conyers and Karen Fisher.

The IRC will prepare a report, at least annually, of its activities for Unitholders which will be available on the Harvest ETFs' website at [www.harvestportfolios.com](http://www.harvestportfolios.com) or at the Unitholder's request at no cost, by contacting the Manager at 866-998-8298.

The members of the IRC are paid an annual fee for serving on the IRC of the investment funds in the Harvest family of investment funds. Each investment fund, including the Harvest ETFs, is responsible for a portion of that fee which is allocated by the Manager among the various funds. The annual fee payable to each member of the IRC is as follows: Don Hathaway (\$14,000), James Adam Conyers (\$10,500) and Karen Fisher (\$10,500). Expenses incurred by the members of the IRC in connection with performing their duties are also the responsibility of the investment funds, including the Harvest ETFs.

### **The Trustee**

Harvest is also the trustee of the Harvest ETFs pursuant to the Declaration of Trust. The Trustee may resign and be discharged from all further duties under the Declaration of Trust upon 90 days' prior written notice to the Manager or upon such lesser notice as the Manager may accept. No trustee of the Harvest ETFs shall be a person who (i) is not a resident of Canada for the purposes of the Tax Act, or (ii) does not agree to carry out its functions of managing the Harvest ETFs in Canada, and exercise the main powers and discretions of the trustee of the Harvest ETFs in Canada. The Manager shall make every effort to select and appoint a successor trustee prior to the effective date of the Trustee's resignation. If the Manager fails to appoint a successor trustee within 90 days after notice is given or a vacancy occurs, the Manager shall call a meeting of Unitholders of the Harvest ETFs within 60 days thereafter for the purpose of appointing a successor trustee. If there is no manager, five Unitholders of the Harvest ETFs may call a meeting of Unitholders of the Harvest ETFs within 31 days after notice is given or a vacancy occurs for the purpose of appointing a successor trustee. In each case, if, upon the expiry of a further 30 days, neither the Manager nor the Unitholders of the Harvest ETFs have appointed a successor trustee, the Harvest ETFs shall be terminated and the property of the Harvest ETFs shall be distributed in accordance with the terms of the Declaration of Trust.

The Trustee is required to exercise its powers and discharge its duties honestly, in good faith and in the best interests of the Harvest ETFs, and to exercise the degree of care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances. The Declaration of Trust provides that the Trustee will not be liable in carrying out its duties under the Declaration of Trust as long as the Trustee has adhered to its standard of care set out above. In addition, the Declaration of Trust contains other customary provisions limiting the liability of the Trustee and indemnifying the Trustee in respect of certain liabilities incurred by it in carrying out its duties.

The Trustee will not receive any fees from the Harvest ETFs but will be reimbursed for all expenses and liabilities that it properly incurs in carrying out activities on behalf of the Harvest ETFs.

### **Custodian**

State Street Trust Company Canada is the custodian of the Harvest ETFs' assets pursuant to the Custodian Agreement. The Custodian is located in Toronto, Ontario. Pursuant to the Custodian Agreement, the Custodian is required to exercise its duties with the degree of care, diligence and skill that a reasonably prudent person would exercise in the same circumstances. Provided the Custodian has not breached its standard of care as set out in the Custodian Agreement, the Custodian shall not be responsible for the holding or control of any property of the Harvest ETFs.

which is not directly held by the Custodian, including any property of the Harvest ETFs that is loaned or pledged to a counterparty.

Under the Custodian Agreement, the Harvest ETFs shall pay fees to the Custodian at such rate as determined by the parties from time to time and shall reimburse the Custodian for all reasonable expenses and disbursements incurred in the performance of its duties under the Custodian Agreement. The Harvest ETFs shall also indemnify the Custodian or any of its officers, directors, employees or agents for any loss, damage, liability, actions, suits, claims, costs and expenses arising in the course of performing the duties of the Custodian Agreement unless arising from negligence, fraud, bad faith, wilful default or breach of the Custodian's standard of care. Either party may terminate the Custodian Agreement in the event that the other party violates any material provision of the Custodian Agreement by giving written notice to the violating party, provided the violating party has not cured or made substantial progress to cure the violation within 90 days of receipt of such written notice.

### **Valuation Agent**

State Street Trust Company Canada provides accounting services in respect of the Harvest ETFs pursuant to a valuation services agreement.

### **Auditors**

PricewaterhouseCoopers LLP is the auditor of the Harvest ETFs. The office of the auditors is located at 18 York Street, Toronto, Ontario, M5J 0B2 Canada.

### **Registrar and Transfer Agent**

State Street Trust Company Canada, at its principal offices in Toronto, Ontario, is the Registrar and Transfer Agent for the Harvest ETFs pursuant to registrar and transfer agency agreements entered into as of the date of the initial issuance of Units.

### **Promoter**

Harvest is also the promoter of the Harvest ETFs. Harvest took the initiative in founding and organizing the Harvest ETFs and is, accordingly, the promoter of the Harvest ETFs within the meaning of securities legislation of certain provinces and territories of Canada.

### **Accounting and Reporting**

A Harvest ETF's fiscal year is the calendar year or such other fiscal period permitted under the Tax Act as that Harvest ETF elects. The annual financial statements of the Harvest ETFs shall be audited by its auditors in accordance with Canadian generally accepted auditing standards. The auditors will be asked to report on the fair presentation of the annual financial statements in accordance with IFRS. The Manager will arrange for the Harvest ETFs' compliance with all applicable reporting and administrative requirements.

The Manager will keep, or arrange for the keeping of, adequate books and records reflecting the activities of the Harvest ETFs. A Unitholder or his or her duly authorized representative will have the right to examine the books and records of the Harvest ETFs during normal business hours at the offices of the Manager or such other location as the Manager shall determine. Notwithstanding the foregoing, a Unitholder shall not have access to any information that, in the opinion of the Manager, should be kept confidential in the interests of the Harvest ETFs.

## **CALCULATION OF NET ASSET VALUE**

The NAV of each class of a Harvest ETF on a particular date will be equal to the proportionate share of the aggregate value of the common assets of such Harvest ETF attributable to each class, less the proportionate share of the aggregate value of the common liabilities attributable to each class, expressed in Canadian dollars at the reference exchange rate on such date (or U.S. dollars in the case of the Class U Units). The reference exchange rate means the U.S. dollar/Canadian dollar WM/Reuters closing spot rate determined at 4:00 p.m. (Toronto time) as provided by the valuation agent, or another U.S. dollar/Canadian dollar exchange rate deemed appropriate by the Manager. Foreign currency hedging derivatives entered into by a Harvest ETF, as applicable, are only allocated to Class A Units along with the related expenses, gains and losses. The NAV of the Harvest ETF will be calculated using the fair value of

the Harvest ETF's assets and liabilities based on the policies and procedures described below. The NAV per Unit of each class of the Harvest ETFs will be calculated on each valuation day. The NAV per Unit on any day will be obtained by dividing the NAV of the Harvest ETFs and allocated to the Units of such class, divided by the number of Units of such class then outstanding at the time the calculation is made. Typically, the NAV per Unit will be calculated at its applicable valuation time. The NAV per Unit of each class of the Harvest ETFs may be determined at an earlier valuation time if the TSX and/or the principal exchange for the securities held by the Harvest ETFs closes earlier on that valuation day.

### **Valuation Policies and Procedures of the Harvest ETFs**

The Manager will use the following valuation procedures in determining the NAV of the Harvest ETFs on each Valuation Day:

1. The value of any cash on hand or on deposit, demand notes, accounts receivable, prepaid expenses, cash dividends or distributions received (or to be received and declared to shareholders of record on a date before the date as of which the NAV is being determined), and interest accrued and not yet received, shall be deemed to be the face amount thereof, unless the Manager determines that any such asset is not worth the face amount thereof, in which event the value thereof shall be deemed to be such value as the Manager determines to be the fair value thereof;
2. Bonds, debentures, notes, money market instruments and other debt securities shall be valued by taking the bid price at the Valuation Time;
3. Any security that is listed or dealt in on a stock exchange shall be valued at the sale price applicable to a board lot last reported at the Valuation Time on the principal stock exchange on which such security is traded, or if no sale price is available at that time, at the last closing price quoted for the security, but if bid and ask quotes are available and, no last closing price is available at that time, at the average of the latest bid and ask price;
4. The value of any security, the resale of which is restricted or limited by reason of a representation, undertaking or agreement by the Harvest ETFs or by the predecessor in title of the Harvest ETFs shall be the lesser of (i) the value based on reported quotation in common use and (ii) that percentage of the market value of securities of the same class, the resale of which is not restricted or limited by reasons of any representation, undertaking or agreement, equal to the percentage that the acquisition cost of the Harvest ETFs was of the market value of such securities at the time of acquisition, provided that a gradual taking into account of the actual value of the securities may be made when the date on which the restrictions will be lifted is known;
5. Any security purchased, the purchase price of which has not been paid, shall be included for valuation purposes as a security held, and the purchase price, including brokers' commissions and other expenses, shall be treated as a liability of the Harvest ETFs;
6. Any security sold but not delivered, pending receipt of the proceeds, shall be valued at the net sale price;
7. If any date on which the NAV is determined is not a business day, then the securities comprising the portfolio and other property of the Harvest ETFs will be valued as if such date were the preceding business day;
8. If any investment cannot be valued under the foregoing rules or if the foregoing rules are at any time considered by the Manager to be inappropriate under the circumstances, then notwithstanding the foregoing rules, the Manager shall make such valuation as it considers fair and reasonable;
9. The value of all assets of the Harvest ETFs quoted or valued in terms of foreign currency, the value of all funds on deposit and contractual obligations payable to the Harvest ETFs in foreign currency and the value of all liabilities and contractual obligations payable by the Harvest ETFs in foreign currency shall be determined using the applicable rate of exchange current as quoted by customary banking sources at, or as nearly as practicable to, the applicable date on which the NAV is determined; and
10. The estimated operating expenses of the Harvest ETFs shall be accrued to the date as of which the NAV is being determined. Prior to the calculation of the NAV of the Harvest ETFs, any foreign currency assets and liabilities of the Harvest ETFs will be translated into Canadian currency at the prevailing rate of exchange, as determined by the Manager, on the applicable Valuation Day.

For the purposes of the foregoing rules, quotations may be obtained from any report in common use, or from a reputable broker or other financial institution, provided always that the trustee shall, in circumstances where such quotations are not available or the trustee is of the opinion that they do not accurately reflect the value of the assets of the Harvest ETFs, retain sole discretion to use such information and methods as it deems to be necessary or desirable for valuing the assets of the Harvest ETFs, including the use of a formula computation.

In determining the NAV of the Harvest ETFs, Units subscribed for will be deemed to be outstanding and an asset of the Harvest ETFs as of the time a subscription for such Units is received by and accepted by the Manager. Units that are being redeemed will only be deemed to be outstanding until (and not after) the close of business on the day on which such Units are redeemed and the redemption proceeds thereafter, until paid, will be a liability of the Harvest ETFs.

### **Reporting of NAV**

Following the Valuation Time on the Valuation Day, the most recent NAV or NAV per Unit of the Harvest ETFs will be made available to persons or companies, at no cost, by calling the Manager toll free at 866-998-8298, or checking the Harvest ETFs' website at [www.harvestportfolios.com](http://www.harvestportfolios.com).

## **ATTRIBUTES OF THE SECURITIES**

### **Description of the Securities Distributed**

The Harvest ETFs are authorized to issue an unlimited number of redeemable, transferable Class A Units and the Harvest ETFs other than Harvest Global REIT Leaders Income ETF are authorized to issue an unlimited number of redeemable, transferable Class U Units, each of which represents an undivided interest in the net assets of the applicable Harvest ETF, pursuant to this prospectus. The Class U Units are denominated in U.S. dollars.

On December 16, 2004, the *Trust Beneficiaries' Liability Act, 2004* (Ontario) came into force. This statute provides that holders of units of a trust are not, as beneficiaries, liable for any default, obligation or liability of the trust if, when the default occurs or the liability arises: (i) the trust is a reporting issuer under the *Securities Act* (Ontario); and (ii) the trust is governed by the laws of Ontario. The Harvest ETFs are reporting issuers under the *Securities Act* (Ontario) and are governed by the laws of Ontario by virtue of the provisions of the Declaration of Trust.

Each Unit of a Harvest ETF entitles the owner to one vote at meetings of Unitholders. Each Unit of a Harvest ETF is entitled to participate equally with all other Units of the same class with respect to all payments made to Unitholders, other than Management Fee Distributions and capital gains allocated and designated to a redeeming Unitholder, including distributions of net income and net realized capital gains and, on liquidation, to participate equally in the net assets of the Harvest ETF remaining after satisfaction of any outstanding liabilities that are attributable to Units of that class. All Units will be fully paid, with no liability for future assessments, when issued and will not be transferable except by operation of law. Unitholders of the Harvest ETFs are entitled to require the Harvest ETFs to redeem their Units as outlined under the heading "Exchange and Redemption of Units".

### **Exchange of Units for Baskets of Securities**

Unitholders may exchange the applicable PNU (or an integral multiple thereof) of the Harvest ETFs on any Trading Day for Baskets of Securities and/or cash, subject to the requirement that a minimum PNU be exchanged. See "Exchange and Redemption of Units".

### **Redemptions of Units for Cash**

On any Trading Day, Unitholders may redeem (i) Units for cash at a redemption price per Unit equal to 95% of the closing price for the Units on the TSX on the effective day of the redemption, subject to a maximum redemption price per Unit equal to the NAV per Unit on the effective day of redemption, less any applicable administration fee determined by the Manager, in its sole discretion, from time to time, or (ii) a PNU or a multiple PNU for cash equal to the NAV of that number of Units less any applicable administration fee determined by the Manager, in its sole discretion from time to time. See "Exchange and Redemption of Units".

## **Modification of Terms**

Any amendment to the Declaration of Trust that creates a new class of Units will not require notice to existing Unitholders unless such amendment in some way affects the existing Unitholders' rights or the value of their investment. An amendment such as the re-designation of Units, or the termination of a class of Units, which has an effect on a Unitholder's holdings will only become effective after 30 days' notice to Unitholders of the applicable classes of Units.

All other rights attached to the Units may only be modified, amended or varied in accordance with the terms of the Declaration of Trust. See "Unitholder Matters — Amendments to the Declaration of Trust".

## **Voting Rights in the Portfolio Securities**

Holders of Units will not have any voting rights in respect of the securities in the Harvest ETFs' portfolio.

## **UNITHOLDER MATTERS**

### **Meetings of Unitholders**

Meetings of Unitholders will be held if called by the Manager or upon the written request to the Manager of Unitholders holding not less than 25% of the then outstanding Units.

### **Matters Requiring Unitholder Approval**

NI 81-102 requires a meeting of Unitholders to be called to approve certain changes as follows:

- (i) the basis of the calculation of a fee or expense that is charged to the Harvest ETFs or their Unitholders is changed in a way that could result in an increase in charges to the Harvest ETFs or to its Unitholders, except where:
  - (A) the Harvest ETFs are at arm's length with the person or company charging the fee; and
  - (B) the Unitholders have received at least 60 days' notice before the effective date of the change;
- (ii) a fee or expense, to be charged to the Harvest ETFs or directly to its Unitholders by the Harvest ETFs or the Manager in connection with the holding of Units that could result in an increase in charges to the Harvest ETFs or its Unitholders, is introduced;
- (iii) the Manager is changed, unless the new manager of the Harvest ETFs is an affiliate of the Manager;
- (iv) the fundamental investment objectives of the Harvest ETFs are changed;
- (v) the Harvest ETFs decrease the frequency of the calculation of NAV per Unit;
- (vi) other than a Permitted Merger for which Unitholder approval is not required, the Harvest ETFs undertake a reorganization with, or transfers their assets to, another mutual fund, if the Harvest ETFs cease to continue after the reorganization or transfer of assets and the transaction results in the Unitholders of the Harvest ETFs becoming securityholders in the other mutual fund;
- (vii) the Harvest ETFs undertake a reorganization with, or acquires assets from, another mutual fund, if the Harvest ETFs continue after the reorganization or acquisition of assets, the transaction results in the securityholders of the other mutual fund becoming Unitholders, and the transaction would be a material change to the Harvest ETFs; or
- (viii) any matter which is required by the constitutive documents of the Harvest ETFs; by the laws applicable to the Harvest ETFs or by any agreement to be submitted to a vote of the Unitholders.

In addition to the foregoing, the Declaration of Trust provides that Unitholders may request to change the manager of an ETF only if such manager is in breach under the Declaration of Trust. Approval of Unitholders will be deemed to have been given if expressed by resolution passed at a meeting of Unitholders, duly called on at least 21 days' notice and held for the purpose of considering the same, by at least a majority of the votes cast.



The auditors of the Harvest ETFs may not be changed unless:

- (i) the IRC of the Harvest ETFs has approved the change; and
- (ii) Unitholders have received at least 60 days' notice before the effective date of the change.

Approval of Unitholders will be deemed to have been given if expressed by resolution passed at a meeting of Unitholders, duly called on at least 21 days' notice and held for the purpose of considering the same, by at least a majority of the votes cast.

#### **Amendments to the Declaration of Trust**

If a Unitholder meeting is required to amend a provision of the Declaration of Trust, no change proposed at a meeting of Unitholders shall take effect until the Manager has obtained the prior approval of not less than a majority of the votes cast at such meeting of Unitholders.

Subject to any longer notice requirements imposed under securities legislation, the Trustee is entitled to amend the Declaration of Trust by giving not less than 30 days' notice to Unitholders of the Harvest ETFs affected by the proposed amendment in circumstances where:

- (a) the securities legislation requires that written notice be given to Unitholders before the change takes effect;
- (b) the change would not be prohibited by the securities legislation; or
- (c) the Trustee reasonably believes that the proposed amendment has the potential to adversely impact the financial interests or rights of the Unitholders, so that it is equitable to give Unitholders of the Harvest ETFs advance notice of the proposed change.

All Unitholders of the Harvest ETFs shall be bound by an amendment affecting the Harvest ETFs from the effective date of the amendment.

The Trustee may amend the Declaration of Trust, without the approval of or prior notice to any Unitholders, if the Trustee reasonably believes that the proposed amendment does not have the potential to adversely impact the financial interests or rights of Unitholders of the Harvest ETFs or that the proposed amendment is necessary to:

- (a) ensure compliance with applicable laws, regulations or policies of any governmental authority having jurisdiction over the Harvest ETFs or the distribution of its Units;
- (b) remove any conflicts or other inconsistencies which may exist between any terms of the Declaration of Trust and any provisions of any applicable laws, regulations or policies affecting the Harvest ETFs, the Trustee or its agents;
- (c) make any change or correction in the Declaration of Trust which is a typographical correction or is required to cure or correct any ambiguity or defective or inconsistent provision, clerical omission or error contained therein;
- (d) facilitate the administration of a Harvest ETF as a mutual fund trust or make amendments or adjustments in response to any existing or proposed amendments to the Tax Act or its administration which might otherwise adversely affect the tax status of the Harvest ETFs or their Unitholders;
- (e) protect the Unitholders of the Harvest ETFs; or
- (f) make any change or correction which is necessary or desirable for the purpose of bringing the Declaration of Trust into conformity with current market practice within the securities or investment fund industries or curing or correcting any administrative difficulty.

### **Permitted Mergers**

The Harvest ETFs may, without Unitholders' approval, enter into a merger or other similar transaction which has the effect of combining the funds or their assets (a "**Permitted Merger**") with any other investment fund or funds that have investment objectives that are similar to the Harvest ETFs' portfolio, subject to:

- (a) approval of the merger by the Harvest ETFs' IRC in accordance with NI 81-107;
- (b) the Harvest ETFs being reorganized with, or its assets being transferred to, another mutual fund to which NI 81-102 and NI 81-107 apply, and that is managed by the Manager, or an affiliate of the Manager;
- (c) compliance with certain other requirements of applicable securities legislation; and
- (d) Unitholders have received at least 60 days' notice which notice may be by way of press release, before the effective date of the Permitted Merger.

In connection with a Permitted Merger, the merging funds will be valued at their respective NAVs for the purpose of such transaction.

### **Reporting to Unitholders**

The Manager, on behalf of the Harvest ETFs, will in accordance with applicable laws furnish to each Unitholder, unaudited semi-annual financial statements and an interim management report of fund performance for the Harvest ETFs within 60 days of the end of each semi-annual period and audited annual financial statements and an annual management report of fund performance for the Harvest ETFs within 90 days of the end of each financial year. Both the semi-annual and the annual financial statements of the Harvest ETFs will contain a statement of financial position, a statement of comprehensive income, a statement of changes in net assets attributable to holders of redeemable units, a statement of cashflows and a statement of investment portfolio.

Any tax information necessary for Unitholders to prepare their annual federal income tax returns will also be distributed to them within 90 days after the end of each taxation year of the Harvest ETFs or such other time as required by applicable law. None of the Manager nor the Registrar and Transfer Agent is responsible for tracking the adjusted cost base of a Unitholder's Units. Unitholders should consult with their tax or investment adviser in respect of how to compute the adjusted cost base of their Units and in particular how designations made by the Harvest ETFs to a Unitholder affect the Unitholder's tax position.

The NAV per Unit of the Harvest ETFs will be determined by the Manager on each Valuation Day and will usually be published daily in the financial press.

### **TERMINATION OF THE HARVEST ETFS**

Subject to complying with applicable securities law, the Manager may terminate the Harvest ETFs at its discretion. In accordance with the terms of the Declaration of Trust and applicable securities law, Unitholders of the Harvest ETFs will be provided 60 days advance written notice of the termination.

If a Harvest ETF is terminated, the Trustee is empowered to take all steps necessary to effect the termination of such Harvest ETF. Prior to terminating a Harvest ETF, the Trustee may discharge all of the liabilities of the Harvest ETF and distribute the net assets of the Harvest ETF to the Unitholders of the Harvest ETF.

Upon termination of a Harvest ETF, each Unitholder shall be entitled to receive at the Valuation Time on the termination date out of the assets of the Harvest ETF: (i) payment for that Unitholder's Units at the NAV per Unit for that class of Units determined at the Valuation Time on the termination date; plus (ii) where applicable, any net income and net realized capital gains that have been made payable to such Unitholder but that have not otherwise been paid to such Unitholder; less (iii) any applicable redemption charges and any taxes that are required to be deducted. Payment shall be made by cheque or other means of payment payable to such Unitholder and drawn on the Harvest ETF's bankers and may be mailed by ordinary post to such Unitholder's last address appearing in the register of Unitholders of the Harvest ETF or may be delivered by such other means of delivery acceptable to both the Manager and such Unitholder.

### **Procedure on Termination**

The Trustee shall be entitled to retain out of any assets of a Harvest ETF, at the date of termination of such Harvest ETF, full provision for all costs, charges, expenses, claims and demands incurred or believed by the Trustee to be due or to become due in connection with or arising out of the termination of the Harvest ETF and the distribution of its assets to the Unitholders. Out of the moneys so retained, the Trustee is entitled to be indemnified and saved harmless against all costs, charges, expenses, claims and demands.

### **PLAN OF DISTRIBUTION**

The Units of the Harvest ETFs are being issued and sold on a continuous basis and there is no maximum number of such Units that may be issued. Units shall be offered for sale at a price equal to the NAV of the Units determined at the Valuation Time on the effective date of the subscription order.

The Units are currently listed and trading on the TSX and investors can buy or sell such Units on the TSX through registered brokers and dealers in the province or territory where the investors reside. Investors may incur customary brokerage commissions in buying or selling Units. No fees are paid by investors to the Manager or any Harvest ETF in connection with the buying or selling of Units on the TSX.

### **Non-Resident Unitholders**

The Harvest ETFs were not established and are not maintained primarily for the benefit of one or more non-resident persons within the meaning of the Tax Act. At no time may non-residents of Canada and partnerships (other than “Canadian partnerships” as defined in the Tax Act) be the beneficial owners of more than 50% of the Units of a Harvest ETF (on a number of Units or on a fair market value basis) and the Trustee shall inform the Registrar and Transfer Agent of this restriction. The Trustee may require a declaration as to the jurisdiction in which a beneficial owner of Units of a Harvest ETF is resident and, if a partnership, as to its status as a “Canadian partnership”. If the Trustee becomes aware, as a result of requiring such declarations as to beneficial ownership or otherwise, that the beneficial owners of 40% or more of the Units of a Harvest ETF then outstanding (on a number of Units or on a fair market value basis) are, or may be, non-residents and/or partnerships (other than “Canadian partnerships”), or that such a situation is imminent, the Trustee may make a public announcement thereof and the Trustee may send a notice to such non-resident Unitholders and partnerships, chosen in inverse order to the order of acquisition or in such manner as the Trustee may consider equitable and practicable, requiring them to dispose of their Units of the relevant Harvest ETF or a portion thereof to residents of Canada within a specified period of not less than 30 days. If the Unitholders receiving such notice have not disposed of the specified number of Units of the relevant Harvest ETF or provided the Trustee with satisfactory evidence that they are not non-residents or partnerships (other than “Canadian partnerships”) within such period, the Trustee may redeem or, on behalf of such Unitholders, dispose of such Units. Upon such redemption or sale, the affected Unitholders shall cease to be beneficial holders of Units and their rights shall be limited to receiving the redemption price or the net proceeds of sale of such Units of the relevant Harvest ETF.

Notwithstanding the foregoing, the Manager may determine not to take any of the actions described above if the Manager has been advised by legal counsel that the failure to take any of such actions would not adversely impact the status of a Harvest ETF as a mutual fund trust for purposes of the Tax Act or, alternatively, may take such other action or actions as may be necessary to maintain the status of the Harvest ETF as a mutual fund trust for purposes of the Tax Act.

## **RELATIONSHIP BETWEEN THE HARVEST ETFs AND THE DEALERS**

The Manager, on behalf of the Harvest ETFs, may enter into various Dealer Agreements with registered Dealers (that may or may not be a Designated Broker) pursuant to which the Dealers may subscribe for Units as described under “Purchases of Units”. Such registered Dealers may be related to the Manager. See “Organization and Management Details of the Harvest ETFs - Conflicts of Interest”.

A Dealer Agreement may be terminated by the registered Dealer at any time by notice to Harvest, provided that, except in certain conditions, no such termination will be permitted after the registered Dealer has subscribed for Units and such subscription has been accepted by Harvest.

No Designated Broker or Dealer has been involved in the preparation of this prospectus, nor has it performed any review of the contents of this prospectus. The applicable Designated Broker and Dealers do not act as underwriters of the Harvest ETFs in connection with the distribution of Units under this prospectus. See “Organization and Management Details of the Harvest ETFs - Conflicts of Interest”.

## **PRINCIPAL HOLDERS OF UNITS**

CDS & Co., the nominee of CDS, is the registered owner of the Units, which it holds for various brokers and other persons on behalf of their clients and others. From time to time, the Designated Broker, Dealers, or another investment fund managed by the Manager or an affiliate thereof, may beneficially own, directly or indirectly, more than 10% of the Units of a Harvest ETF.

## **PROXY VOTING DISCLOSURE FOR PORTFOLIO SECURITIES HELD**

The proxies associated with securities held by the Harvest ETFs are voted in accordance with the best interests of Unitholders determined at the time the vote is cast. The Manager maintains policies and procedures that are designed to be guidelines for the voting of proxies; however, each vote is ultimately cast on a case-by-case basis, taking into consideration the relevant facts and circumstances at the time of the vote. Any conflict of interest will be resolved in a way that most benefits Unitholders. The Manager’s proxy voting policies and procedures set out various considerations that the Manager will address when voting, or refraining from voting, proxies, including that:

- (a) the Manager will generally vote with management on routine matters such as electing corporate directors, appointing external auditors and adopting or amending management compensation plans unless it is determined that supporting management’s position would not be in the best interests of Unitholders;
- (b) the Manager will address on a case-by-case basis, non-routine matters, including those business issues specific to the issuer or those raised by shareholders of the issuer with a focus on the potential impact of the vote on the Harvest ETF’s NAV; and
- (c) the Manager has the discretion whether or not to vote on routine or non-routine matters. In cases where the Manager determines that it is not in the best interests of Unitholders to vote, the Manager will not be required to vote.

Where appropriate in the circumstances, including with respect to any situations in which a Harvest ETF is in a conflict of interest position, the Manager will seek the advice of the IRC prior to casting its vote.

The policies and procedures that the Harvest ETFs follow when voting proxies relating to portfolio securities are available on request, at no cost, by calling 1-866-998-8298 or via email at [info@harvestportfolios.com](mailto:info@harvestportfolios.com).

The Manager will post the proxy voting record of the Harvest ETFs for the most recent period ended June 30 annually any time after August 31 of that year at [www.harvestportfolios.com](http://www.harvestportfolios.com). The Harvest ETFs will send the most recent proxy voting policies and procedures and proxy voting record, without charge, to any Unitholder upon a request made by the Unitholder. Information contained on the Harvest ETFs’ website is not part of this prospectus and is not incorporated herein by reference.

## MATERIAL CONTRACTS

The only contracts material to the Harvest ETFs are the:

- (a) **Declaration of Trust.** For additional disclosure related to the Declaration of Trust, including relevant termination provisions and other key terms of the agreement, see “Organization and Management Details of the Harvest ETFs – The Trustee”, “Attributes of Securities – Modification of Terms”, and “Unitholder Matters – Amendments to the Declaration of Trust”; and
- (b) **Custodian Agreement.** For additional disclosure related to the Custodian Agreement, including relevant termination provisions and other key terms of the agreement, see “Organization and Management Details of the Harvest ETFs – Custodian”.

Copies of these agreements may be examined at the head office of the Manager at 710 Dorval Drive, Suite 209, Oakville, Ontario, L6K 3V7.

## LEGAL AND ADMINISTRATIVE PROCEEDINGS

In September 2013, Michael Kovacs, President and Chief Executive Officer of the Manager, entered into a settlement agreement and order with the Ontario Securities Commission with respect to certain personal trades and failing to file insider trading reports in connection with a fund managed by the Manager. Pursuant to the settlement agreement reached between the OSC and Mr. Kovacs, he agreed to an order which included that all of his trades be pre-cleared by the chief compliance officer of the Manager for a period of one year following the date of the settlement agreement.

Pursuant to the settlement agreement, Mr. Kovacs paid a voluntary payment of \$15,000 and paid an administrative penalty and costs of the OSC’s investigation in the amount of \$15,000. A copy of the settlement agreement and order of the OSC is available on the OSC’s website at [www.osc.gov.on.ca](http://www.osc.gov.on.ca).

The Harvest ETFs are not involved in any legal proceedings, nor is the Manager aware of existing or pending legal or arbitration proceedings involving the Harvest ETFs.

## EXPERTS

The matters referred to under “Income Tax Considerations” and certain other legal matters relating to the securities offered hereby will be passed upon on behalf of the Harvest ETFs by Blake, Cassels & Graydon LLP.

PricewaterhouseCoopers LLP, the auditor of the Harvest ETFs, has prepared an independent auditor’s report dated March 26, 2018 in respect of the 2017 annual financial statements of the Harvest ETFs. PricewaterhouseCoopers LLP has confirmed that it is independent with respect to the Harvest ETFs within the meaning of the Rules of Professional Conduct of the Chartered Professional Accountants of Ontario.

## EXEMPTIONS AND APPROVALS

The Harvest ETFs will rely on exemptive relief from the Canadian securities regulatory authorities:

- (a) to permit a Unitholder to acquire more than 20% of the Units through purchases on the TSX without regard to the takeover bid requirements of applicable Canadian securities legislation provided the Unitholder, and any person acting jointly or in concert with such Unitholder, undertakes to the Manager not to vote more than 20% of the Units at any meeting of Unitholders. See “Purchases of Units – Buying and Selling Units”;
- (b) to relieve the Harvest ETFs from the requirement that a prospectus contain a certificate of the underwriters; and
- (e) to permit the Manager to call meetings of the Harvest ETFs using the notice-and-access procedure, as permitted by the terms of relief.

Additionally, certain dealers of the Harvest ETFs, including the Designated Broker and Dealers, have received exemptive relief from the Canadian securities regulatory authorities from the requirement that a dealer, not acting as agent of the purchaser, who receives an order or subscription for a security offered in a distribution to which the prospectus requirement of the securities legislation of the provinces and territories apply, send or deliver to the

purchaser or its agent, unless the dealer has previously done so, the latest prospectus and any amendment either before entering into an agreement of purchase and sale resulting from the order or subscription, or not later than midnight on the second business day after entering into that agreement. As a condition of this exemptive relief, the dealer is required to deliver a copy of the ETF Facts of the Harvest ETFs to a purchaser if the dealer does not deliver a copy of this prospectus.

## **OTHER MATERIAL FACTS**

### **International Information Reporting**

Pursuant to the Canada-United States Enhanced Tax Information Exchange Agreement entered into between Canada and the United States on February 5, 2014 (the “**IGA**”) and related Canadian legislation in the Tax Act, the dealers through which Unitholders hold their Units are required to report certain information with respect to Unitholders who are U.S. residents and U.S. citizens (including U.S. citizens who are residents and/or citizens of Canada), and certain other “U.S. Persons”, as defined under the IGA (excluding Plans, as defined above under “Income Tax Considerations – Status of the Harvest ETF”), to the CRA. The CRA is expected to provide the information to the U.S. Internal Revenue Service.

Pursuant to the provisions of the Tax Act that implement the Organization for Economic Co-operation and Development Common Reporting Standard (the “**CRS Provisions**”), “Canadian financial institutions” (as defined in the CRS Provisions) would be required to have procedures in place to identify accounts held by residents of foreign countries (other than the U.S.) or by certain entities the “controlling persons” of which are resident in a foreign country (other than the U.S.) and to report required information to the CRA. Such information would be exchanged on a reciprocal, bilateral basis with the countries, where such countries have agreed to a bilateral information exchange with Canada under the Common Reporting Standard in which the account holders or such controlling persons are resident. Under the CRS Provisions, Unitholders may be required to provide certain information regarding their investment in a Harvest ETF for the purpose of such information exchange (which is expected to occur beginning in 2018 or, in the case of the U.S., is already occurring), unless the investment is held within a Plan.

## **PURCHASERS’ STATUTORY RIGHTS OF WITHDRAWAL AND RESCISSION**

Securities legislation in certain of the provinces and territories of Canada provides purchasers with the right to withdraw from an agreement to purchase exchange traded mutual fund securities within 48 hours after the receipt of a confirmation of a purchase of such securities. In several of the provinces and territories, the securities legislation further provides a purchaser with remedies for rescission or, in some jurisdictions, revisions of the price or damages if the prospectus and any amendment contains a misrepresentation, or for non-delivery of the ETF Facts, provided that the remedies for rescission, revisions of the price or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser’s province or territory.

The purchaser should refer to the applicable provisions of the securities legislation of the province or territory for the particulars of these rights or should consult with a legal adviser.

## **DOCUMENTS INCORPORATED BY REFERENCE**

Additional information about the Harvest ETFs is, or will be, available in the following documents:

- (a) the most recently filed comparative annual financial statements, together with the accompanying report of the auditor;
- (b) any interim financial statements filed after those annual financial statements;
- (c) the most recently filed annual management report of fund performance;
- (d) any interim management report of fund performance filed after that most recently filed annual management report of fund performance; and
- (e) the most recently filed ETF Facts.

These documents are or will be incorporated by reference into this prospectus, which means that they legally form part of this document just as if they were printed as part of this document. You can obtain a copy of these documents,

at your request, and at no cost, by calling toll-free at 866-998-8298 or by contacting your dealer. These documents are available on the Harvest ETFs' website at [www.harvestportfolios.com](http://www.harvestportfolios.com). These documents and other information about the Harvest ETFs will also be available on the internet at [www.sedar.com](http://www.sedar.com).

In addition to the documents listed above, any documents of the type described above that are filed on behalf of the Harvest ETFs after the date of this prospectus and before the termination of the distribution of the Harvest ETFs are deemed to be incorporated by reference into this prospectus.

**HARVEST BRAND LEADERS PLUS INCOME ETF  
HARVEST HEALTHCARE LEADERS INCOME ETF  
HARVEST US EQUITY PLUS INCOME ETF  
HARVEST ENERGY LEADERS PLUS INCOME ETF  
HARVEST TECH ACHIEVERS GROWTH & INCOME ETF  
HARVEST GLOBAL REIT LEADERS INCOME ETF  
(collectively, the “Harvest ETFs”)**

**CERTIFICATE OF THE HARVEST ETFS, THE MANAGER AND PROMOTER**

Dated: June 14, 2018

This prospectus, together with the documents incorporated herein by reference, constitutes full, true and plain disclosure of all material facts relating to the securities offered by this prospectus as required by the securities legislation of all of the provinces and territories of Canada.

**HARVEST PORTFOLIOS GROUP INC.,  
AS MANAGER, TRUSTEE AND PROMOTER OF THE HARVEST ETFS**

(signed) *Michael Kovacs*

President and Chief Executive Officer  
Michael Kovacs

(signed) *Daniel Lazzer*

Chief Financial Officer  
Daniel Lazzer

**ON BEHALF OF THE BOARD OF DIRECTORS  
OF HARVEST PORTFOLIOS GROUP INC.**

(signed) *Nick Bontis*

Director  
Nick Bontis

(signed) *Mary Medeiros*

Director  
Mary Medeiros