



Investment
Management™

COUNSEL | PORTFOLIOS

IMPORTANT NOTICE

Effective October 1, 2024, Counsel Portfolio Services Inc. and Canada Life Investment Management Ltd. have amalgamated to form Canada Life Investment Management Ltd. (CLIML). CLIML will now act as the fund manager, portfolio manager, trustee, and promoter for all Counsel funds. This change does not impact the management of the Counsel funds, and no action is required on your part.

Updating websites, materials, and forms to reflect this change will take some time. Until then, any references to Counsel Portfolio Services Inc. – whether online, in banking transactions or in print, including materials accompanying this notice – should be understood as referring to Canada Life Investment Management Ltd.

Please keep this notice with your records.

COUNSEL | PORTFOLIO SERVICES

Tax-Free Savings Account Application

(One application must be completed per account)

Counsel Client Relations

180 Queen Street West, Toronto, ON M5V 3K1

Toll Free: 1-877-216-4979

Fax: 416-922-5660 Toll Free Fax: 1-866-766-6623

TAX-FREE SAVINGS ACCOUNT APPLICATION

T 1-877-216-4979
F 1-866-766-6623 or 416-922-5660

1. ACCOUNT INFORMATION

New Account
 Existing Account
 Account Number _____
 Group _____

2. ACCOUNTHOLDER INFORMATION – Please print

Mr. Last Name _____ Home Telephone _____
 Mrs. _____ Business Telephone _____
 Miss _____
 Ms. First Name _____
 Dr. _____
 Address _____ Apt. No. _____ E-mail Address _____
 City _____ Province _____ Postal Code _____ Nature of principal business or occupation _____
 Social Insurance Number _____
 Date of Birth _____
 Month _____ Day _____ Year _____

3. DEALER/AGENT INFORMATION

Dealer Number _____ Representative Number _____ Dealer Name _____ Representative Name _____
 Dealer Account Number _____ Dealer Authorized Signature _____ Date _____

4. FUND SELECTION – Please process my deposit or transfer(s) from my existing account(s) and make the investments in the funds that I have selected below.

Deposit
 Transfer(s) from existing Counsel account (s)
 Transfer(s) from another institution
 Fund Name _____ Account Number _____

Fund Number	Fund Name	Purchase \$ or %	Sales Charge %	Pre-Authorized Debit Plan (\$ OR %)	Systematic Withdrawal Plan % or \$(Gross)	Commission Rebate (if applicable)* \$	Wire Order Number	Series F, FT, I & IT
CGF								
CGF								
CGF								
CGF								
CGF								
CGF								
CGF								

* If commission rebate is to be allotted to a different fund please specify _____

Complete Section 6
 Complete Section 7

SERIES F, FT, I and IT ACCOUNT HOLDER AUTHORIZATION FOR PAYMENT OF ADVISORY FEE

If the beneficial owner(s) does/do not designate an account from which to deduct the advisory fee, no fee will be processed. If the fund within the designated account does not have sufficient units, Counsel will redeem units from the Counsel fund with the highest market value in the Counsel account.

Series F, FT:

Investments are subject to one fee per fund (advisory fee) on a quarterly basis. This fee will be deducted from each Series F and FT fund in the account and therefore may result in multiple fee transactions. Commencing January 1, 2018 advisory fees for Series F and FT will be processed on the last business day of each month.

Series I, IT:

Investments are subject to two fees per fund (management fee and advisory fee) on a monthly basis. These fees will be deducted from each Series I and IT fund in the account and therefore may result in multiple fee transactions.

Account Holder Signature _____

NEGOTIATED ADVISORY FEE (0 – 1.50%) Please indicate in 0.05% intervals. Default is 0.0% _____

Please check this box if you wish to receive confirmations of systematic transactions or distributions. Systematic transactions and distributions are reported on your annual statement.

Eligible account information*
 Please indicate if this account is to be aggregated by checking the box and including all related account numbers in the space provided.

Related Account Number(s): _____

*Eligible account information provided here will be used for asset tracking purposes only to assist with tiered pricing of management fees where applicable. Please see the Simplified Prospectus for details.

5. DISTRIBUTION OPTION FOR COUNSEL MUTUAL FUNDS

A Reinvest distributions
 B Pay distributions in cash* and, deposit directly to my bank account (Void specimen cheque attached) issue cheque to me send cheque to the address below
 same account
 C Exchange my reinvested distributions to the fund(s) specified below**:
 direct to other account
FROM Fund/Account Number _____ **TO** Fund/Account Number _____
FROM Fund/Account Number _____ **TO** Fund/Account Number _____

Address _____

* Not applicable to all investment options. Please refer to the Simplified Prospectus for details.
 ** I understand that my dealer will be paid a higher trail commission after the transfer: generally 0.5% on fixed income funds and 1% on all others. More information is contained in the Funds' Simplified Prospectus.

6. PRE-AUTHORIZED DEBIT PLAN (PAD) – Please read carefully before signing.

TO: _____ Undersigned's Bank AND TO: **Counsel Portfolio Services Inc.** (Provide proof of banking)

A **One-time Purchase on** _____ Month _____ Day _____ Year _____ **for \$** _____ (Request will be processed at current if no date is provided)

B Frequency for recurring PAD

Weekly Monthly Quarterly Annually
 Bi-Weekly¹ Semi-Monthly² Bi-Monthly³ Semi-Annually⁴
¹Once every 14 days ²Only on/around 15th and end of month ³Every other month ⁴Every 6 months

Protect PAD against inflation by annual increment of % _____ or \$ _____ starting from _____ Month _____ Day _____ Year

My first purchase is to commence _____ Month _____ Day _____ Year Total amount per run date: \$ _____

I/We hereby authorize and request **Counsel Portfolio Services Inc.** to draw on my/our account at the Bank named above, whether the account continues to be maintained at the named branch or is transferred to another branch at the Bank. I/We acknowledge that I/We have read and agree to be bound by the Pre-Authorized Debit Terms and Conditions attached to this application.

X _____ Bank Account Holder's Signature Date _____ **X** _____ Joint Bank Account Holder's Signature Date _____

7. SYSTEMATIC WITHDRAWAL PLAN – TFSA Payment Instructions

Please process my TFSA systematic withdrawal amount I selected in section 4. _____ Month _____ Day _____ Year
 Monthly Bi-Monthly Quarterly Semi-Annually Annually; with the first payment to commence → _____

Please send my payments to:

A Deposit directly to my bank account – (Void specimen cheque attached) **B** Mail to me **C** Mail to the address below

Address _____

For a Systematic Withdrawal on a TFSA I may instruct you in writing to: (a) change the frequency of the options permitted, (b) change the amount of payment, or (c) redeem sufficient securities to provide me with additional payment in whatever amount I may specify. I understand that regular withdrawals could eventually eliminate my entire investment if I do not make additional contributions to my account.

8. AUTOMATIC TRANSFER/EXCHANGE PROGRAM INSTRUCTIONS

A Transfer my free annual redemption amount to the fund(s) specified below*: _____ To commence _____ Month _____ Day _____ Year
 Frequency: Monthly Bi-Monthly Quarterly Semi-Annually Annually

From → Fund Name _____ Account Number _____ To → Fund Name _____ Account Number _____ Exchange Fee _____ %

*I understand that my dealer will be paid a higher trail commission after the transfer: generally 0.5% on fixed income funds and 1% on all others. More information is contained in the Funds' Simplified Prospectus.

9. DOLLAR COST AVERAGING (DCA)

A Starting Fund

*Minimum purchase amount \$500

Starting Fund Code (Check appropriate box)	Fund Name	Amount (\$)	Sales Charge (%)
<input type="checkbox"/> 004*	Counsel Money Market SC		
<input type="checkbox"/> 1004*	Counsel Premium Cash Account		N/A
<input type="checkbox"/> 486*	IPC High Interest Savings Fund		
<input type="checkbox"/> 786*	IPC High Interest Savings Fund		
<input type="checkbox"/> 487*	IPC High Interest Savings Fund		

B Allocation Instructions

Start Date ▶ _____ Month _____ Day _____ Year To End ▶ 6 Months 12 Months Frequency (please choose one) Weekly Monthly Bi-Monthly

Target Fund(s)	Fund Code	Fund Name	%
TOTAL:			100%

Please make regular switches or withdrawals from the Starting Fund specified in Section A, to units of Counsel mutual funds indicated above ("Target Fund(s)"), in the percentages shown. The switch or withdrawal amounts are pro-rated systematic switches or withdrawals from the Starting Fund to the Target Fund(s). Where the selected switch or withdrawal date is not a business day, the switch will be moved to the next eligible business day. At the end of the DCA service any distributions or interest paid on the Starting Fund will be moved to the Target Fund in Section B with the lowest fund code number. You may terminate your DCA service at any time by redeeming or withdrawing your holdings in the Starting Fund. You may also provide Counsel Portfolio Services with instructions to stop further switches or withdrawals from the Starting Fund at any time.

10. SUCCESSOR HOLDER AND BENEFICIARY DESIGNATION

- A** In the event of my death I hereby designate my spouse*, if living at my death, as the successor holder of this Counsel Tax-free Savings Account to acquire all rights I have as the holder thereof. I reserve the right to revoke this designation.
- B** In the event that the successor holder designated by me in A predeceases me or where I have not named a successor holder in A, I hereby designate the following person as my designated beneficiary entitled to receive the proceeds of this Counsel Tax-free Savings Account in the event of my death. I reserve the right to revoke this designation.

Spouse's Name _____

Spouse's Social Insurance Number _____

Name _____ Relationship _____

Address _____

In the absence of a designated beneficiary or successor holder, the proceeds of this Counsel Tax-free Savings Account will be paid to your Estate.

Caution:

- The validity of a designation of a beneficiary or successor holder is subject to the laws of the jurisdiction where you reside permitting designation made otherwise than by way of a will.**
- Your designation of a successor holder and/or beneficiary to this Counsel Tax-free Savings Account by means of this designation form will not be revoked or changed automatically by any future marriage or divorce. Should you wish to change your successor holder or beneficiary in the event of a future marriage or divorce, you will have to do so by means of a new designation.
- This designation of successor holder and/or beneficiary will apply to this Counsel Tax-free Savings Account only. If you have other tax-free savings accounts with B2B Trustco or with another Counsel entity for which you want a successor holder or beneficiary to be designated, you must complete a separate designation for each of these accounts.
* Spouse refers to a person recognized as your spouse or common-law partner for the purposes of the Income Tax Act (Canada). The person you designate as your successor holder must be your spouse at the time of your death.

11. ADVISOR DIRECTED REBALANCING (ADR)

My initial purchase/switch will be: into the Funds listed below; or into Series C units of Counsel Money Market (Fund Code 404); or into Series C units of IPC High Interest Savings Fund (Fund Code 586) and then allocated into the Funds listed below:

Fund Name (please list each fund once only)	Fund Code*	Target Allocation (%)
TOTAL PORTFOLIO		100%

*Completing the 'Fund Code' column is mandatory for initial purchases. Every Fund (by series) in your account that share the same fund name, will participate in this ADR Service if they are listed above. Each fund that is elected to participate in the ADR service will re balance only between the same series.

Note: Series I units of Counsel Funds or Portfolios must be kept in a separate account from other series of Counsel Funds or Portfolios.

Series P units of Counsel Funds or Portfolios are not eligible for inclusion in the ADR service.

Investments in Series C of Counsel Money Market and/or IPC High Interest Savings Fund will be automatically switched to the Funds selected upon settlement.

REBALANCING: Rebalancing will be completed based on the frequency and range selected below. Depending on your instructions and the number of investment solutions within your ADR service, your portfolio may be rebalanced to within the asset allocation range that you have selected and not to your target allocation mix.

Frequency (please select one) Quarterly Semi-Annually Annually

Range % (please select one) 0.0 1.0 2.0 3.0 4.0 5.0 6.0 7.0 8.0 9.0 10.0
 0.5 1.5 2.5 3.5 4.5 5.5 6.5 7.5 8.5 9.5

First Rebalancing Date: (First rebalance must occur after initial trades have settled): _____

12. ACCOUNTHOLDER SIGNATURE – Please read carefully before signing

To: Counsel Portfolio Services Inc.

I have engaged the dealer as my agent. I understand that if I choose the sales charge purchase option (SC), I agree to pay a commission which is deducted from my original purchase amount. In addition, I authorize the payment of the trailing sales commissions described in the Simplified Prospectus be paid to the dealer on my behalf. If I am transferring a tax-free savings account from another financial institution to Counsel, and Counsel receives payment for my securities but the rest of my application is not complete, I authorize Counsel to invest my money in Counsel Money Market so that I will earn interest until my order is complete.

I understand that as agent for the funds, Counsel reserves the right to accept or reject any purchase order within one day following the receipt of the order. I acknowledge receipt of the current fund facts of the Fund(s) ordered. I authorize the use of my social insurance number for tax reporting, identification and record keeping purposes.

To: Counsel Portfolio Services Inc. and B2B Trust or any of its affiliates (including their respective successors and assigns):

If I choose to make a Counsel Premium Cash Account Deposit (the "Premium Cash Account") with B2B Trust or any of its affiliates (including their respective successors and assigns), I acknowledge receipt of the Deposit Terms and Conditions attached to this application and have read and agreed to the Deposit Terms and Conditions. I acknowledge that B2B Trust or any of its affiliates (including their respective successors and assigns) will pay my dealer a trailing sales commissions at the annual rate of 0.25% based on the value of my Premium Cash Account. The amount paid to my dealer and the Deposit Terms and Conditions may change from time to time on notice to me.

To: B2B Trustco (199 Bay Street, Suite 600, PO Box 279 STN Commerce Court, Toronto, Ontario, M5L 0A2)

Please file an election to register my arrangement under the Income Tax Act (Canada) and any applicable provincial or territorial legislation as a Counsel Tax-Free Savings Account. I have received, read and agree to the terms of the Counsel Tax-Free Savings Account Declaration of Trust attached and to all amendments that I may receive to these terms in the future. I agree to provide, on request, proof of age and such further information as may be required in connection with the registration and administration of my arrangement.

Privacy Protection Notification

By signing this application form, I acknowledge reading the Privacy Protection Notification on the reverse side of this application form and I consent to my personal information being collected, held, used and disclosed by Counsel in the ways and for the purposes identified in the Privacy Protection Notification. If I have provided information concerning my spouse and/or my beneficiary, I confirm that I am authorized to provide such information.

Accountholder Signature

Date

X _____

B2B Trustco

Authorized Signature of Acceptance

COUNSEL TAX-FREE SAVINGS ACCOUNT DECLARATION OF TRUST

We, B2B Trustco, are a trust company continued under the laws of Canada with our head office located 199 Bay Street, Suite 600, PO Box 279 STN Commerce Court, Toronto, Ontario, M5L 0A2. You are the accountholder named in the Tax-free Savings Account Application ("Application"). We will act as the trustee of a Counsel Tax-free Savings Account ("Arrangement") for you on the following terms and conditions. You acknowledge that we have retained Counsel Portfolio Services ("Administrator") as our agent to perform on our behalf certain of our duties and responsibilities under this declaration.

- 1. Acceptance and Registration:** If we agree to act as trustee of your Arrangement, we will file with the Minister of National Revenue, in the form and manner and within the time prescribed, an election to register the Arrangement as a tax-free savings account ("TFSA") under the *Income Tax Act* (Canada) (such Act and the Regulations thereto, as amended from time to time, being hereinafter referred to as the "Tax Act"). We will also apply to register the Arrangement under any applicable income tax legislation in the province or territory of residence indicated by you in the Application. The Arrangement will comply with, and you will be bound by, the terms and conditions from time to time imposed on your Arrangement by the Tax Act and any other applicable legislation. If we decline to act as trustee, you or a Dealer (as defined below) will be notified and any amounts received by us as contributions will be returned.
- 2. Purpose and Use:** The Arrangement will be maintained for the exclusive benefit of the holder (as defined below), disregarding any right of a person to receive a payment out of or under the Arrangement only on or after the death of the holder. Contributions accepted by us for your Arrangement will be used, invested and applied for the purpose of the making by us of distributions (as defined below) under the Arrangement to the holder in accordance with the Tax Act. While there is a holder of the Arrangement, no person other than us and the holder shall have any rights under the Arrangement relating to the amount and timing of distributions and the investing of monies. In this declaration: "holder" means, until your death, you, and at and after your death, your validly designated successor holder (as described in Section 12 hereof), if any; and "distribution" means any payment made under the Arrangement in full or partial satisfaction of the holder's interest in the Arrangement that is considered a distribution from a TFSA for purposes of the Tax Act.
- 3. Minimum Age:** At the time of entering into the Arrangement, you represent that you have attained the minimum age as specified in the Tax Act for entering into a TFSA.
- 4. Dealer:** In this declaration, a "Dealer" refers to an individual or entity acting (or representing that it acts) in connection with your Arrangement as your investment advisor, broker or dealer, or on behalf of your investment advisor, broker or dealer. You acknowledge that a Dealer is your agent and when acting (or representing that it acts) as a Dealer is not our agent. We are entitled to accept and act on any notice, authorization or other communication that we believe in good faith to be given by you or a Dealer on your behalf. We are under no obligation to verify that a Dealer is properly authorized to act as your agent or is otherwise authorized to act on your behalf.
- 5. Your Responsibility:** You are responsible for:
 - (a) selecting investments for your Arrangement and assessing the merits of those investments, obtaining appropriate advice in respect of these matters or authorizing a Dealer to do these things on your behalf;
 - (b) ensuring that contributions to your Arrangement do not exceed the maximum contribution limits permitted by the Tax Act and that you do not make contributions to your Arrangement while you are a non-resident of Canada;
 - (c) ensuring that the investments held in your Arrangement are at all times qualified investments, and are not prohibited investments, for your Arrangement under the Tax Act; and
 - (d) providing us with information relevant to whether an investment held is a non-qualified investment under the Tax Act.You acknowledge and accept responsibility for these matters and undertake to act in the best interest of your Arrangement. You confirm that we are not responsible for your failure to comply with any of these matters or for any related loss in the value of your Arrangement. You confirm that we are not responsible for any related taxes, interest or penalties imposed on you or your Arrangement, except for those taxes, interest and penalties, if any, imposed on us by the Tax Act that are not reimbursable to us from your Arrangement under the Tax Act. You acknowledge that a Dealer or any other person from whom you obtain investment, tax or other advice is your agent and when acting (or representing that it acts) as a Dealer or your advisor is not our agent or the agent of any of our affiliates. You will take all necessary measures to immediately liquidate any non-qualified investment under the Tax Act, and in the alternative, hereby authorize us to liquidate, or to give instructions to any other party to liquidate, any non-qualified investments under the Tax Act, but in no event shall we be obligated to liquidate or to give instructions to liquidate except as specifically authorized by you in writing.
- 6. Our Responsibility:** We are ultimately responsible for the administration of your Arrangement. We are not authorized to select investments for your Arrangement and will not assess the merits of any investment selected by you or a Dealer. We are not responsible for providing any investment, tax or other advice to you or a Dealer; nor are we responsible for any advice that you obtain from a Dealer or any other source. Except for those taxes, interest and penalties imposed on us by the Tax Act that are not reimbursable to us from your Arrangement under the Tax Act, if any, and notwithstanding any other provision of this declaration, we shall not be liable for any taxes, interest and penalties suffered as a result of any act done by us in reliance on your authority, the authority of a Dealer or the authority of your agent or legal representatives. Notwithstanding any other provision of this declaration, we shall not be liable for any loss suffered as a result of any act done by us in reliance on your authority, the authority of a Dealer or the authority of your agent or legal representatives. We are under no obligation to verify that any person is properly authorized to act as your Dealer, agent or legal representative or is otherwise authorized to act on your behalf.
- 7. Contributions to your Arrangement:** You may make contributions to your Arrangement. If your Arrangement is a Group TFSA as indicated in your Application, the company named in your Application for the purposes of Group TSFAs may remit contributions to your Arrangement on your behalf. We will also accept a transfer to your Arrangement from any source permitted by the Tax Act from time to time, including a transfer to the Arrangement from another TFSA held by you or from a TFSA of your spouse or former spouse where the transfer relates to a division of property arising on the breakdown of your marriage or common-law partnership, in accordance with the

Tax Act. We may accept or for any reason refuse to accept all or any portion of a contribution or transfer of cash, securities or other assets to your Arrangement. No person other than the holder may make contributions under the Arrangement.

- 8. Investments:** We may accept and act on any investment instructions that we believe in good faith to be given by you or a Dealer on your behalf. The assets of your Arrangement will be invested and reinvested from time to time according to your investment instructions or those of a Dealer in investments permitted by the Administrator. We are not authorized to select investments for your Arrangement and will not assess the merits of the investments selected by you or a Dealer. Subject to such investments being permitted by the Administrator, in selecting investments for your Arrangement you will not be limited to those investments authorized by legislation governing the investment of property held in trust. However, you may be limited by policies and requirements imposed by us from time to time, such as the requirement to provide documentation and the requirement to comply with those policies and procedures currently imposed in connection with securities held in your Arrangement and the requirement to provide information concerning whether an investment held is a non-qualified investment under the Tax Act. Notwithstanding any other provision in this declaration, we may for any reason refuse to act on any investment instruction and we will not be liable for any resulting loss. In the absence of satisfactory investment instructions, cash received by us in connection with your Arrangement will be converted into the currency denomination of your Arrangement and, at our option, invested in units of a money market fund managed by the Administrator or a deposit account offered by us or any of our affiliates. If it is necessary for cash or other assets held in your Arrangement to be converted to another currency, we, our affiliates, our agent or a person engaged by us may act as principal on our or its own behalf and not on your behalf to convert the currency at the rate established by us or it for the relevant conversion date. In addition to commissions that may be charged for this service, any revenue earned by us or other service provider based on the difference between the applicable bid/ask rates and the cost of currency will be for our account or the account of the other service provider.
- 9. Distributions:** Following receipt of satisfactory instructions from you or a Dealer, we will pay distributions from your Arrangement to you for any purpose. Without limiting the generality of the foregoing, following receipt of satisfactory instructions from you or a Dealer, we will pay distributions to reduce the amount of tax otherwise payable by the holder in respect of contributions made while a non-resident of Canada or contributions in excess of the maximum contribution limits for TSFAs permitted by the Tax Act or under Part XI.01 of the Tax Act. To the extent permitted under applicable laws, we hereby authorize you to execute or initiate debit transactions against deposit accounts offered by us or any of our affiliates and held in your Arrangement from time to time. You acknowledge that any such debit transaction shall be treated as a distribution from this Arrangement to you. If the value of your Arrangement is less than \$500, we may make a distribution to you from your Arrangement equal to the value of your Arrangement. We may transfer or realize any investment of your Arrangement selected by us for the purpose of making a distribution to you and will not be liable for any resulting loss. Distributions will be made net of all proper charges. If your Arrangement does not have sufficient cash to pay these charges, we will be entitled to require you to pay these charges.
- 10. Transfers from your Arrangement:** Following receipt of satisfactory instructions from you or a Dealer, we will transfer all or any part of the assets held in connection with your Arrangement (less all proper charges) to the issuer or agent of the issuer of another TFSA held by you or of a TFSA of your spouse or former spouse where the transfer relates to a division of property arising on the breakdown of your marriage or common-law partnership, in accordance with the Tax Act. If your Arrangement is a Group TFSA as indicated in your Application, you hereby appoint the company named in your Application for the purposes of Group TSFAs, as your agent for the purpose of instructing us to transfer the assets of your Arrangement and signing documents necessary to effect the transfer. If we receive instructions to transfer some of the assets of your Arrangement, we may request instructions to transfer all the assets of your Arrangement and we may delay the transfer until after we receive the requested instructions. If we have not received the requested instructions within 30 days of our request or if the issuer of the recipient TFSA refuses to accept the transfer of any assets of your Arrangement, the assets that have not been transferred may, at our option, be transferred or paid to you (less any proper charges). In the absence of satisfactory instructions, we may sell or transfer any assets of your Arrangement selected by us to effect the transfer and will not be liable for any resulting loss or foregone gains. The transfer of assets will be made subject to any restrictions under the Tax Act or the terms and conditions of the investments of your Arrangement.
- 11. Successor Holder and Beneficiary Designation:** If you are domiciled in a jurisdiction which by law permits you to validly designate a successor holder or a beneficiary for your Arrangement other than by Will, you may designate: (a) your spouse as successor holder of your Arrangement; or (b) a beneficiary to receive the proceeds of your Arrangement in the event of your death. You may make, change or revoke your designation by written notice to us signed by you in a form acceptable to us or by validly executed Will. Any designation, amended designation or revoked designation will be valid on the day following its receipt by us or, in the case of a validly executed Will, as of the day of execution of the Will. We will not accept beneficiary designations that are irrevocable.
- 12. Death:** Upon receipt of satisfactory evidence of your death, we will continue to hold the assets of your Arrangement for your surviving spouse, provided he or she is the successor holder of your Arrangement. If your spouse becomes the successor holder of your Arrangement, he or she will acquire all of your obligations and rights as holder of the Arrangement (including the unconditional right to revoke any beneficiary designation or similar direction made or imposed by you under the Arrangement or relating to property held in connection with the Arrangement), and references herein to "you" will be deemed to refer to him or her. Notwithstanding the foregoing, a successor holder may not designate a subsequent spouse to hold the Arrangement after his or her death pursuant to paragraph (a) of Section 11 hereof. If your spouse is not the successor holder, we will hold the assets of your Arrangement for payment in a lump sum to your designated beneficiary if that person was living on the date of your death. If you have not designated a beneficiary or if your designated beneficiary predeceases you, the assets of your Arrangement will be paid to your legal representatives. The lump sum payment will be paid subject to the deduction of all proper charges after we receive all releases and other documents that we request.

13. **Use as Security for a Loan:** You may not use your interest or, for civil law, right in the Arrangement as security for a loan or other indebtedness unless agreed by us in writing. If agreed to, then
 - (a) the terms and conditions of the indebtedness must be those which persons dealing at arm's length with each other would have entered into;
 - (b) it must be reasonable to conclude that none of the main purposes for such use is to enable a person (other than the holder) or a partnership to benefit from the exemption from tax provided by the Arrangement; and
 - (c) to the extent that the provisions of the first and third sentences of Section 2 hereof or the provisions of Section 10 hereof regarding a transfer to another TFSA held by you are inconsistent with using an interest or right in the Arrangement as security for a loan or other indebtedness, they will not apply.
14. **No borrowing:** The trust governed by the Arrangement is prohibited from borrowing money or other property for the purposes of the Arrangement.
15. **Prohibition:** Except as specifically permitted under the Tax Act, no benefit, loan or indebtedness that is conditional in any way on the existence of your Arrangement or other advantage within the meaning of the Tax Act may be extended to you or a person with whom you do not deal at arm's length. You may not engage in any transaction, investment, payment or transfer which is or may be an advantage or a swap transaction under Part XI.01 of the Tax Act. Your interest or right in your Arrangement may not be used as security for a loan or other indebtedness except as provided in Section 13 hereof. We will not make any payments from your Arrangement except those specifically permitted under the provisions of this declaration or the Tax Act or required by law. We reserve the right to prohibit any transaction, investment, payment or transfer, whether an advantage or a swap transaction under the Tax Act, or such other payment or transfer which is or may be prohibited or penalized under the Tax Act.
16. **Date of Birth and Social Insurance Number:** The statement of your birth date and social insurance number on your Application is deemed to be a certification of its truth and your undertaking to provide proof if requested by us.
17. **Accounting and Reporting:** We will maintain an account of your Arrangement reflecting, with appropriate dates: (a) contributions to your Arrangement; (b) the name, number and cost of investments purchased or sold by your Arrangement; (c) income and other amounts received by your Arrangement; (d) cash; (e) distributions, transfers and expenses paid from your Arrangement; and (f) the balance of your account. We will send you a statement of your account at least once a year. Within the time prescribed by the Tax Act, we will provide any applicable tax reporting.
18. **Fees and Expenses:** We may charge you or your Arrangement fees as published by us or the Administrator from time to time. We will give you at least 30 days notice of any change in our account fees. In addition, we are entitled to charge your Arrangement fees for out-of-the-ordinary services requested by you or a Dealer in connection with your Arrangement and we are entitled to reimbursement from your Arrangement for all disbursements, expenses and liabilities incurred by us in connection with your Arrangement except for those taxes, interest and penalties imposed on us by the Tax Act that are not reimbursable to us from your Arrangement under the Tax Act. Without limiting the generality of the foregoing, these fees, disbursements, expenses and liabilities may include: brokerage fees and commissions, custodian fees, administration fees and redemption fees incurred in connection with investments held in your Arrangement; investment advisory fees paid to a Dealer; legal and accounting fees; fees in connection with financial arrangements made to facilitate the conversion of currency; and taxes, interest and penalties imposed on your Arrangement except for those taxes, interest and penalties imposed on us by the Tax Act that are not reimbursable to us from your Arrangement under the Tax Act. We are entitled to deduct the unpaid fees, disbursements, expenses and liabilities from the assets of your Arrangement or, except where prohibited by the Tax Act, any other account held by you with us or any of our affiliates and for this purpose we are authorized, but not obliged, to realize sufficient assets of your Arrangement or such other account selected by us. We will not be responsible for any resulting loss. Except where prohibited by the Tax Act and notwithstanding any other provision of this declaration, we are entitled to deduct from any other account held by you with us or any of our affiliates those taxes, interest and penalties imposed on us by the Tax Act that are not reimbursable to us from your Arrangement under the Tax Act.
19. **Taxes imposed on you or your Arrangement:** If your Arrangement becomes liable for tax, interest or penalties under the Tax Act or provincial legislation, we may sell any investment of your Arrangement to pay the liability. We may, but are not obliged to, sell or otherwise dispose of any investment of your Arrangement to avoid or minimize the imposition of tax, interest or penalties on you or your Arrangement. Except for those taxes, interest and penalties imposed on us by the Tax Act that are not reimbursable to us from your Arrangement under the Tax Act, if any, we will not be liable for any tax, interest or penalty imposed on you or your Arrangement. We will not be liable for any loss resulting from the disposition or failure to dispose of any investment held by your Arrangement.
20. **Delegation of Duties:** We may appoint agents (including our affiliates) and may delegate to our agents the performance of any of our duties or responsibilities under this declaration including but not limited to administrative duties such as accepting contributions to your Arrangement, executing investment instructions, safekeeping the assets of your Arrangement, account and record keeping, preparing and issuing statements and tax forms, communicating with you, a Dealer or legal representatives and responding to your or their concerns. We may also employ or engage accountants, brokers, lawyers or others and may rely on their advice and services. We will not be liable for the acts or omissions of any of our agents, advisors or service providers and will not be liable for the acts or omissions of a Dealer or any of your other agents, advisors or service providers. We may pay to any agent, advisor, service provider or Dealer and the Administrator may pay to us all or part of the fees received by us under the provisions of this declaration and/or a fee calculated by reference to currency converted in your Arrangement.
21. **Indemnity:** None of us, our officers, employees, the Administrator and other agents will be liable for and are indemnified by you and your Arrangement from and against all expenses, liabilities, claims, losses and demands of any nature arising out of the holding of the assets of your Arrangement; the dealing with the assets of your Arrangement in accordance with instructions which we, our officers, employees or agents believe in good faith to be given by you or a Dealer or other agent; making financial arrangements to settle trades; and the sale, transfer or release of assets of your Arrangement in accordance with this declaration.
22. **Amendments:** From time to time, we may amend this declaration with the approval of the appropriate revenue authorities provided that the amendment does not disqualify your Arrangement as a TFSA under the Tax Act or other legislation. Any amendment to ensure that your Arrangement continues to comply with the Tax Act or other legislation will be effective without notice. Any other amendment will be effective not less than 30 days' after notice has been provided to you.
23. **Successor Trustee:** We may resign and be discharged from all duties and liabilities under this declaration by giving written notice to the Administrator. The Administrator is initially nominated to appoint a successor trustee. If the Administrator is unable to appoint a successor trustee of your Arrangement within 30 days' of being appointed, then we may nominate you to appoint a successor trustee by providing notice to you. Upon acceptance of the office of trustee of your Arrangement, the successor trustee will be trustee of your Arrangement as if it had been the original declarant of your Arrangement and your Arrangement continues in full force and effect with the successor trustee. At the time of the appointment of the successor trustee, we will be relieved of all duties and liabilities under this declaration. If you are unable to appoint a successor trustee who accepts the office of trustee of your Arrangement within 60 days' of you being nominated to appoint a successor trustee, the assets of your Arrangement net of all proper charges will be withdrawn from your Arrangement and transferred to you and we will be relieved of all duties and liabilities under this declaration.
24. **Notice to you:** Any notice, request or other communication required or permitted to be given to you by us must be in writing and will be sufficiently given if it is sent by pre-paid mail, telecopier, electronic mail or other form of electronic transmission addressed to you at the address provided on your Application or subsequently provided by you or a Dealer in a notice to us. For greater certainty, we are not responsible for verifying the accuracy or currency of any address provided to us. Any notice, request or other communication will be deemed to have been given to you and received by you on the day of mailing or transmission.
25. **Notice to us:** Except as otherwise provided in this declaration, any notice, request or other communication required or permitted to be given to us by you or a Dealer must be in writing and will be sufficiently given if it is in a form satisfactory to us and is received by the Administrator by pre-paid mail, courier or telecopier addressed to us or the Administrator at the address for the Administrator last provided to you. We are permitted but not obliged to accept and act on a notice, request or other communication given to us by you or a Dealer by internet, electronic transmission or telephone. We may for any reason refuse to act on any notice, request or other communication given to us by you or a Dealer and we will not be responsible for any resulting loss. Any notice, request or other communication given to us will be deemed to have been given to us and received by us at the time of actual receipt by the Administrator.
26. **Language:** You have requested that your Application, this declaration and all ancillary documents be provided to you in English. Vous avez exigé que votre demande, la présente déclaration et tous les documents accessoires vous soient fournis en anglais.
27. **Governing Laws:** This declaration will be governed, construed and enforced in accordance with the laws of Ontario and Canada except that the word "spouse" as used in this declaration refers to a person recognized as your spouse or common-law partner for the purposes of the Tax Act.
28. **Specimen Plan:** TFSA 04170031. Date: March 2012

PRIVACY PROTECTION NOTICE

Counsel Portfolio Services (referred to in this Notice as "we", "us", "our", "Counsel") has always been committed to protecting the privacy of Personal Information that we collect and maintain in the course of carrying on our business. This Notice describes how we collect, hold, use, and disclose your Personal Information. Please read this Notice and contact us through any of the means listed at the end of the document if you have any questions.

Members of the Counsel Group of Companies include any affiliates or successor companies of Counsel whose business relates to a purpose identified in this Notice.

In this Notice, your "Dealer" refers to an individual or entity acting or representing that it acts in connection with your investments as your investment advisor, broker or dealer, or on behalf of your investment advisor, broker, or dealer. By applying for one of our products or services, you acknowledge and agree that your Dealer is your agent and not our agent. We are entitled to accept and act on any notice, authorization, or other communication that we believe in good faith to be given by you or your Dealer on your behalf. We are under no obligation to verify that your Dealer is properly authorized to act as your agent or is otherwise authorized to act on your behalf.

1. **Client Record and Personal Information:** We hold the Personal Information we collect about you (and your spouse and/or beneficiary as applicable) for the purposes identified in this Notice in a record called the "client record". Depending on the investment or service you request, the Personal Information in your client record may include your name, address, telephone number, social insurance number ("SIN"), birth date, account holdings, and the name, address, and SIN of your spouse and/or beneficiary among other information. For example, if you have established a pre-authorized payment plan, your financial institution account number is also held in your client record. Where you provide Personal Information about another individual, you represent to us that you are authorized to disclose such information to us.
2. **Providing Your Personal Information to us:** When you or your Dealer complete an application form or otherwise open an account with Counsel, you are providing personal information to Counsel, including, where applicable, personal Information concerning your spouse and/or beneficiary, in order to:
 - A. make an investment;
 - B. provide instructions about an investment you have made; or
 - C. receive information related to an investment you have made.

Counsel collects this personal information, holds it in your client record, uses it, and discloses it for the purposes identified in this Notice.

3. **Collecting, Holding, Using, and Disclosing Personal Information in Your Client Record:**

Counsel may collect, hold, and use the personal information in your client record as well as collect personal information from and disclose personal information to the third parties identified in paragraph 4 for the following purposes:

- A. identifying you and ensuring the accuracy of information contained in your client record;
 - B. establishing and administering your account, determining, maintaining, recording, and storing account holdings and transaction information in your client record;
 - C. executing transactions with or through Counsel including transferring funds by electronic or other means;
 - D. providing you and your Dealer with account statements, transaction confirmations, tax receipts, financial statements, proxy mailings, registered plan notices, and other information which you or your Dealer may request as needed to service your account;
 - E. verifying information previously given by you with any other organization when necessary for the purposes provided in this Notice;
 - F. processing pre-authorized debit transactions;
 - G. collecting a debt owed to Counsel;
 - H. engaging in the financing or sale of all or part of our businesses, reorganizing our businesses, and obtaining and submitting insurance claims; and
 - I. meeting legal and regulatory requirements.
- 4. Third Parties:**
- A. Counsel may collect your personal information for the purposes identified in this Notice from third parties such as your Dealer, other companies in the Counsel Group of Companies, other financial institutions and mutual fund companies, and from third parties who represent that they have the right to disclose the information.
 - B. Counsel may transfer your personal information for the purposes identified in this Notice to our service providers, such as account statement preparation and mailing companies, courier companies, imaging companies, and document storage companies. When Counsel transfers personal information to our service providers, we ensure by contractual means that the transferred personal information is used only for the purposes for which the service provider is retained and is protected to the same degree as it is when in our possession. We may use service providers located outside of Canada, and where we do, personal information may be disclosed in accordance with the laws of the jurisdiction in which the service provider is located, including to the government in that jurisdiction and its agencies.
 - C. Counsel may disclose your personal information to third parties where permitted or required by law or securities industry regulations, such as disclosure for tax purposes to the Canada Revenue Agency.
 - D. Counsel may disclose your personal information for the purposes identified in this Notice to third parties such as your Dealer, third party service providers, data-processing firms, other companies in the Counsel Group of Companies, other financial institutions and mutual fund companies, and group plan administrators. If you wish to withdraw consent to the continuation of this type of information sharing or discuss the implications of such withdrawal, please contact us. Your decision to withdraw consent may prevent Counsel from providing or continuing to provide products and services to you because the disclosure to third parties is a necessary part of making the product or service available to you.
5. **Using Your SIN:** By law, Counsel is required to use your SIN when submitting tax reports to the Canada Revenue Agency. We may use your SIN as an identifier for reasons such as consolidating your holdings so that fees associated with your account are reduced or are not charged more than once, or that your mailings are delivered in one envelope or are not duplicated. Also, we may share your SIN as a unique identifier for the purposes identified in this Notice to third parties such as your Dealer, group plan sponsor, and third party service providers. If you have any questions or concerns about the use of your SIN please contact us.
 6. **Location of Your Client Record:** Your client record is kept in electronic, microfilm, or paper format primarily in Toronto, but it may also be kept in other Canadian locations. To request access to your client record, please contact us.
 7. **Changes to Your Personal Information:** Please inform Counsel promptly of any change in the personal information that you have provided.
 8. **Right to Access and Rectify Personal Information:** You are entitled to access, through a written request, the personal information contained in your client record, subject to limited exceptions set out in law. You may verify this personal information and request that any inaccurate information be corrected. To access and correct your personal information, please contact us.
 9. **Resolving Your Questions and Concerns:** If your concerns about access to and/or the correction of your personal information have not been resolved to your satisfaction, or if you have any questions or other concerns about our management of your personal information, you can contact the Privacy Compliance Officer, Counsel Portfolio Services, 5015 Spectrum Way, Suite 300, Mississauga, Ontario L4W 0E4. You may also send an email to info@counselservices.com. If after contacting the Privacy Compliance Officer your question or concern has not been resolved, we can direct you to the appropriate federal or provincial Privacy Commissioner.

Counsel Portfolio Services
 Telephone: 1-877-216-4979
 Email: info@counselservices.com

Revised: March 2020

PRE-AUTHORIZED DEBIT (PAD) TERMS AND CONDITIONS

- (a) **By signing this agreement, you hereby waive any confirmation and pre-notification requirements as specified by section 17 of the Canadian Payments Association Rule H1 with regards to pre-authorized debit (PADs).**
- (b) You authorize Counsel Portfolio Services Inc. (Counsel) to debit the bank account(s) provided for the amount(s) and in the frequencies instructed.
- (c) If this is for your own personal investment, your debit will be considered a Personal PAD by the Canadian Payments Association (CPA) definition. If this is for business purposes, it will be considered a Business PAD. Monies transferred between CPA members will be considered a Funds Transfer PAD.
- (d) If this is for a one-time PAD agreement, only a single one-time PAD is permitted. Your authority is to remain in effect until the one-time PAD is completed, at which time this PAD agreement for the one-time request will automatically terminate.
- (e) You acknowledge that for a one-time PAD, the Payor's PAD is no longer valid once the payment has been fulfilled. Any subsequent PAD request requires a newly authorized Payor's PAD agreement.

- (f) You have certain recourse rights if any debit does not comply with this PAD agreement. For example, you have the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAD agreement. To obtain more information on your recourse rights, you may contact your financial institution or visit www.payments.ca.
- (g) You confirm that all persons whose signatures are required to authorize transactions in the bank account(s) provided have signed this agreement.
- (h) You may change these instructions or cancel this plan at any time, provided that Counsel receives at least 10 (ten) business days' notice by phone or by mail. You can also obtain further information regarding the Counsel's practices related to personal information, privacy, and information security. Contact information for Counsel can be found below. To obtain a copy of a cancellation form or for more information regarding your right to cancel a pre-authorized debit agreement, please consult with your financial institution or visit the Canadian Payments Association website at www.payments.ca. You agree to release the financial institution of all liability if the revocation is not respected, except in the case of gross negligence by the financial institution.
- (i) Counsel may cease issuing your PAD agreement in accordance with Rule H1.
- (j) Counsel is authorized to accept changes to this agreement from your registered dealer or your financial advisor in accordance with the policies of that company, in accordance with the disclosure and authorization requirements of the CPA.
- (k) You agree that the information in this form will be shared with the financial institution, insofar as the disclosure of this information is directly related to and necessary for the proper application of the rules applicable for pre-authorized debits.
- (l) You acknowledge and agree that you are fully liable for any charges incurred if the debits cannot be made due to insufficient funds or any other reason for which you may be held accountable.
- (m) **For Quebec clients only/Pour les clients et clientes du Québec seulement :** You acknowledge to have received the French version of this PAD agreement and that you have chosen to complete the English version of this document and requested that all related current and future documents be provided in English. Vous reconnaissez avoir reçu la version française de la présente entente de DPA, avoir choisi de remplir la version anglaise du document et avoir demandé à ce que tous les documents connexes actuels et futurs vous soient fournis en anglais.

December 2023

COUNSEL DOLLAR COST AVERAGING SERVICE (DCA) TERMS AND CONDITIONS

How does the Counsel DCA Service work?

Counsel Dollar Cost Averaging Service ("DCA") involves a systematic dollar cost averaging plan which offers an option of six or twelve months durations. On a weekly, bi-weekly or monthly basis over the respective program period, equal amounts (based on the client's initial instructions) will be transferred by redeeming securities of the Starting Fund and purchasing securities of the Target Fund(s).

DCA Service – Systematic Transfers – Series of Securities

Depending on the series of securities selected, systematic transfer under the DCA service will take place between the same purchase options, namely SC.

Where a switch is a taxable transaction, there will be a redemption of the securities of the Starting Fund and a purchase of the securities of the Target Fund(s). See "Income Tax Considerations for Investors" contained in the Simplified Prospectus.

General

This DCA service is only applicable to investors who purchase securities of the Counsel Money Market (excluding Series C), IPC High Interest Savings Fund or Counsel Premium Cash Account in a Tax-Free Saving Account and complete this DCA enrollment form. The DCA service is intended to be a form of systematic transfer plan with the provision that investors can terminate the service at any time by redeeming securities of their Starting Fund. As well, an investor is permitted (through an investment professional) to alter the instructions as to the allocations with respect to the target securities to which Starting Fund securities are to be transferred/switched.

DCA Service Conditions

The DCA service operates on either a six month or twelve month basis with a weekly, bi-weekly or monthly switch frequency depending on the investor's instructions. Any purchase of the money market securities or IPC High Interest Savings Fund intended for DCA must be accompanied with this DCA enrollment form and the form must be forwarded to Counsel within five (5) business days of the initial purchase. Failure of Counsel to receive the form within five (5) business days may result in the investor's securities being redeemed and the proceeds, less applicable sales charges, returned to them.

DCA Service Transfers

The DCA service is based on instructions provided by the investor and authorizes Counsel to effect prorated systematic weekly, bi-weekly or monthly transfers/switches of the securities of the Starting Fund to the securities of the Target Fund(s). The scheduled transfers/switches shall be completed, at the applicable net asset value ("NAV") of the securities on the transaction date. Where the selected transfer/switch date is not a business day, the transfer/switch will be moved forward to the next eligible business day.

An investor's DCA service may be accelerated (and, as a result, terminated) at any time by transferring all of the applicable securities out of the Starting Fund.

At the end of the selected DCA service, any interest earned by the investor (which has been automatically reinvested as additional securities of the money market fund in accordance with the Prospectus) will be moved to the Target Fund(s) using the lowest fund number.

Systematic investment plans such as the DCA service neither assure a profit nor protect against loss in declining markets. Since DCA services involve continuous investments regardless of market conditions and fluctuating prices, you should discuss with your investment advisor if this program is right for you.

January 2023

COUNSEL ADVISOR DIRECTED REBALANCING (ADR) TERMS AND CONDITIONS

Client Authorization

I (we) hereby agree to participate in the Counsel Advisor Directed Rebalancing ("ADR") as described in the Simplified Prospectus of Counsel Portfolio Services Inc. I (we) hereby authorize Counsel Portfolio Services Inc. to automatically rebalance my (our) account based on the rebalancing range and frequency stated above by exchanging investments to return to my (our) target fund allocation if one or more fund holding(s) vary by more than the selected rebalancing range. I (we) acknowledge that other than an initial rebalancing from Series C units of Counsel Money Market and IPC High Interest Savings Fund rebalancing will be carried out in accordance with the section below. I (we) understand that there may be tax implications for these transactions. The Counsel ADR will continue unless Counsel receives instructions from me (us) to suspend or discontinue the service. If 100% of one or more target funds within my target allocation are redeemed or exchanged/transferred from the target fund allocation without providing Counsel with new standing instructions through my financial advisor, at the next scheduled rebalance, the remaining funds in my current target mix will be proportionately reallocated across those Funds, including the fund(s) that were redeemed or exchanged/transferred out. Counsel ADR is described in the simplified prospectus of the Counsel Portfolio Services Inc. and that description, as may be amended from time to time, is incorporated herein by reference.

Rebalancing

Counsel will monitor your portfolio and rebalance it at the frequency selected by you and set forth in this agreement. Your portfolio holdings will be rebalanced on each "Rebalance Date" (based on the frequency you selected) when the weightings attributable to any asset class on the Rebalance Date differ by an amount equal to or greater than the rebalancing range selected by you and set forth in the agreement. We will exchange holdings within your account by buying or redeeming, on your behalf, funds the current weightings of which deviate the greatest from their target weightings to ensure the fewest number of trades occur and only to the extent necessary to ensure that none of the actual weightings differ from the target weighting by more than the rebalancing band. No new funds will be substituted in your portfolio without specific instructions from you and your Advisor. You may, from time to time, instruct us to rebalance your portfolio outside of the frequency set forth in this agreement. In those cases we will rebalance your portfolio based on the parameters, other than rebalancing frequency, set forth in this agreement. You will not be advised prior to the execution of the trades required to effect any rebalancing and you and your Advisor hereby authorize Counsel to make those trades. Any changes to your Counsel ADR must be submitted to Counsel through the Amendment to Counsel ADR Client Agreement Form.

General

1. You may stop participation in Counsel ADR at any time by providing us with written notice. To restart your participation, you must submit a new Counsel ADR Client Agreement Form.
2. You may change the instructions you have provided us at any time by providing us with new instructions in an "Amendment to the Counsel ADR Client Agreement Form."
3. Counsel will have no liability for your investment and rebalancing decisions. You should discuss these matters thoroughly with your financial advisor. Counsel makes no warranty as to the performance of any fund or portfolio. By signing this agreement, you agree to bear all of the risks associated with your investment and acknowledge that your financial advisor has explained to you all of the risks associated with each investment, portfolio investing generally and asset allocation programs.
4. Counsel may terminate this agreement at any time by providing written notice to you.
5. If any provision of this agreement shall be held to be invalid, illegal or unenforceable, the remaining provisions shall not in any way be affected or impacted.
6. This agreement shall be governed by the laws of the Province of Ontario.

January 2023

B2B TRUST DEPOSIT TERMS AND CONDITIONS

B2B Trust, and/or any of its affiliates (including their respective successors and assigns), accept deposits including, but not limited to, Guaranteed Investment Certificates (the "Term Deposit(s)") and Money Maximizer, Mackenzie Tax-free Savings Account High Interest Cash Builder, Counsel Premium Cash Account, and Quadrus Group of Funds TFSA High Yield Savings Account (the "Non-Term Deposit(s)"). Term Deposit(s) and Non-Term Deposit(s) are collectively referred to as your "Deposit" and the reference "Deposit" includes any other Deposit that may be accepted by B2B Trust and/or any of its affiliates (including their respective successors and assigns) from time to time, such as cash balances (the "Cash Deposit(s)") held by B2B Trustco for registered and non-registered tax deferred accounts. Each of B2B Trust, B2B Trustco and/or any of their affiliates (including their respective successors and assigns) that accept Deposits is a member institution of the Canada Deposit Insurance Corporation (CDIC). Go to www.b2btrust.com for a current list of Deposits, information on our complaint resolution process, our code of confidentiality, and interest rates. Go to www.mackenziefinancial.com, www.counselservices.com and/or www.quadrusgroupoffunds.com for a current list of our Deposits, information on complaint resolution process, privacy protection notice and interest rates and minimum threshold information.

The following terms and conditions (the "Terms and Conditions") apply to all Deposits.

Throughout these Terms and Conditions, "you" and "your" means you as the depositor and/or codepositor(s) and "we", "us" and "our" means B2B Trust and/or any of its affiliates (including their respective successors or assigns). "Dealer" means an individual or entity acting (or representing that it acts) in connection with your Deposit as your investment advisor, broker or dealer, or on behalf of your investment advisor, broker or dealer.

"Application" means the account application form to which these Terms and Conditions are attached.

- (a) **Deposits**
The principal amount of the Deposit shall be held or invested by B2B Trust and/or any of its affiliates (including their respective successors and assigns).
- (b) **Interest Calculation and Payment**
 - (i) **Cash Deposit(s) and Non-Term Deposit(s)**
We agree to pay you interest monthly on the day following and for the period which has elapsed since and including the date on which interest was last paid (in the case of a Cash Deposit(s)), provided that any interest is payable according to the applicable deposit rates posted on

our websites). Interest is calculated daily and is based upon the daily closing balance of your Cash Deposit(s) and Non-Term Deposit(s) at a rate of interest as set by us from time to time. All interest payable shall be deposited into the same Cash Deposit(s) and Non-Term Deposit(s) in respect of which the interest was earned and shall thereafter be considered as principal.

- (ii) **Term Deposit(s)**
The interest rate of your Term Deposit(s) depends on the term and interest paying option selected by you. The interest rate applicable to your Term Deposit(s) is the posted rate on the day we receive your completed Application and money. Interest is calculated on the principal balance of your Term Deposit(s) for the number of days in the term on the basis of a year of 365 days. Interest on your Term Deposit(s) of less than two years is paid at maturity and interest on your Term Deposit(s) of two years or more is either paid annually, semi-annually, quarterly, monthly or compounded annually and paid at maturity, as selected by you. Interest ceases at maturity.
- (c) **Guaranteed Repayment**
We guarantee you the repayment of all principal sums of your Deposit, together with any interest that is due and payable, subject to section (d). In consideration of our guarantee and by way of remuneration for administering the Deposit, we shall be entitled to retain for our own use the interest and profits resulting from any investment of the principal in excess of the amount of any interest payable to you.
- (d) **Access to your Deposit**
 - (i) **Deposits:** You may deposit to (purchase in the case of a Term Deposit) your Deposit with notice to us.
 - (ii) **Hold on Funds:** We reserve the right to hold moneys from any cheque or other payment instrument including pre-authorized debits credited to your Deposit for the purpose of verifying that sufficient funds are available to pay the item and for any other purpose permitted by law.
 - (iii) **Withdrawals:** You may withdraw your Deposit (except in the case of a Term Deposit) with notice to us. For withdrawals above certain dollar thresholds determined by us from time to time, your signature on your withdrawal request must be guaranteed by one of a bank, trust company, member of a recognized stock exchange or any other organization satisfactory to us. Transactions including withdrawals may be limited in dollar amounts or frequency, or otherwise as may be determined by us, and such limits may be changed in our sole discretion without notice to you. Term Deposits may be withdrawn only at maturity. The principal balance of your Term Deposit will be repaid at maturity and may not be withdrawn by you.
- (e) **Commission and Fees**
We may pay your Dealer a commission on your Deposit. This is a trailing commission for Non-Term Deposit(s) based on the daily closing balance of your Non-Term Deposit(s), and an upfront commission paid on the principal balance of a Term Deposit at the time of purchase. For a Cash Deposit(s), we may pay your account administrator a fee no greater than the amount which is the difference in the interest rate between our prime rate of interest (which is variable, subject to fluctuation and posted on (www.b2btrust.com)) and the effective rate of interest (if any) applicable to your Cash Deposit(s), calculated on the balance of your Cash Deposit(s) on a daily basis. The maximum commissions and fees referenced above may change from time to time on notice to you.
- (f) **Eligible Plans or Accounts**
Your Deposit must be held within such plans or accounts that we, in our sole discretion, may permit from time to time ("Eligible Deposits").
- (g) **Joint and Several**
All of you are jointly and severally liable to us for any debts, liabilities and obligations arising in connection with the Deposit if held jointly or by tenants in common (if available).
- (h) **Complaints**
Should you have a complaint concerning your Deposit, please contact our client service department by calling 1-800-263-8349. Further information detailing the steps for making and escalating a complaint are set out in our Problem Resolution Process which is available online at www.b2btrust.com.
- (i) **Protecting your Personal Information – for personal Deposits only**
By making a Deposit with us, you consent to the collection, use and disclosure of your personal and financial information in accordance with our Code of Confidentiality as amended from time to time. The Code of Confidentiality forms part of these Terms and Conditions and your agreement to the Terms and Conditions indicates that you agree to the terms of the Code of Confidentiality. Our Code of Confidentiality is available on request and on our website at www.b2btrust.com.
- (j) **Notice**
References to giving notice in these Terms and Conditions shall mean notice in the form and manner as provided in this section (j).
We may provide any notice or other communication required or permitted to be given by post, telephone, email, fax, website posting or any other physical or electronic means, or by means of any press release, advertisement or other media notices.
Unless specified otherwise, you or a Dealer may provide us with notice by post, fax or telephone, or through any other physical or electronic means as stipulated by us from time to time at the following address:
B2B Trust
199 Bay Street, Suite 600
PO Box 279 STN Commerce Court
Toronto, Ontario M5L 0A2
Toll free 1.800.263.8349,
Fax: 1.866.941.7711
Any notice, request or other communication given to us will be deemed to have been given to us and received by us at the time of actual receipt by us. Unless specified otherwise, if notice is provided by post, you will be deemed to have received the notice on the date that is five (5) business days following the date on which the notice was mailed. In all other cases, you will be deemed to have received the notice on the date the notice was sent.
- (k) **Changes to Depositor Record**
You agree to notify us promptly in writing of any changes to your mailing address or other information regarding the Depositor record.
- (l) **Deposit Statements and Confirmations**
You must promptly notify us of any errors, irregularities, omissions or unauthorized activity in your Deposit as soon as you discover them. If notice is not received from you within 30 days of the date of any statement or confirmation indicating activity or balances of your Deposit, you shall be deemed to accept the statement as valid and correct and you release us from all claims

with respect to any and every item on the statement or confirmation and from any other claim for negligence, conversion, breach of trust, breach of fiduciary duty or otherwise. We retain the right to recover from you or debit your Deposit if there is an erroneous credit or an omission of a debit.

(m) **Receiving Statements**

If held jointly or by tenants in common (if available) or in trust, all statements or other notices from us will be sent to you. All such notices will then be considered to have been mailed to all of you.

(n) **Documentation Requirements**

If held jointly or by tenants in common (if available), on the death of any one of you, the remaining Depositor(s) agrees to immediately advise us and to provide such documentation as may reasonably be requested. We reserve the right to restrict access to monies held in the Deposit, as deemed necessary in order to comply with any present or future law.

(o) **Joint and Several with Estate**

If held jointly or by tenants in common (if available), the deceased's estate and the surviving Depositor(s) continue to be jointly and severally liable for debts, liabilities and obligations resulting from transactions initiated prior to us receiving written notice of death, or incurred in liquidating the account or adjusting the interests of the surviving Depositor(s).

(p) **Obligation to Observe Trust Terms**

If the Deposit is held in trust, we have no obligation to observe the terms of any trust and you or all of you are solely responsible for ensuring compliance with the terms of any applicable trust agreement or applicable law.

(q) **Documentation Requirements of Survivor**

If the Deposit is held in trust, on the death of you or any one of you, the remaining Depositor(s) agrees to immediately notify us, and to provide such documentation as may reasonably be requested. We reserve the right to restrict access to monies held in the Deposit, as deemed necessary in order to comply with any present or future law.

(r) **Liability for Damages Limited**

Without limiting any other provision of these Terms and Conditions, we will not be liable for, and you agree to indemnify and save us harmless from, any losses, costs, fees, claims, liabilities, delays, damages, expenses or inconvenience of any kind whatsoever, incurred by you or any third party, directly or indirectly (including special, indirect or consequential damages) in connection with the following:

- Any failure, error, malfunction or inaccessibility of any systems or equipment, or for errors, delays or failures in performance or non-completion of a transaction or service;
- Any damages resulting from our negligence or the negligence of our employees, agents or representatives, even if we knew that damage was likely;
- Honouring any instructions (including an instruction to revoke a PAD agreement) from you, including any that we receive from any person claiming to be you or to be acting on your behalf including a Dealer; or
- Exercising our discretion not to act on an incomplete, illegible or ambiguous transaction or a transaction which we suspect is fraudulent.

In the case of our gross negligence or willful misconduct, our liability will be no greater than the lesser of the amount of the item and the direct damages you have suffered.

(s) **Dealer**

You acknowledge that a Dealer is your agent and when acting (or representing that it acts) as a Dealer is not our agent. We are entitled to accept and act on any notice, authorization or other communication that we believe in good faith to be given by you or a Dealer on your behalf. We are under no obligation to verify that a Dealer is properly authorized to act as your agent or is otherwise authorized to act on your behalf.

(t) **Returning Principal to You**

We reserve the right both to reject any deposit made by you and to withdraw any and all amounts from your Deposit for the purpose of returning such amounts to you.

(u) **Assignments and Transfers**

Deposits are not negotiable, transferable or assignable by you to any person in any respect except to us or as we agree in writing.

(v) **Changes to this Agreement**

- (i) If permitted by applicable law and subject to (ii) below, we may unilaterally change any part of the Deposit Terms and Conditions (except for sections (a), (b) and (c) if the change pertains to a Term Deposit), if we provide you with notice of the change at least 60 days before the effective date of the change.
- (ii) You may, within 60 days of receipt of Notice, withdraw your Deposit without any cost or penalty to you if we unilaterally increase your obligations to us or decrease our obligations to you under these Terms and Conditions.

(w) **Charges for Costs and Legal Fees**

You agree to pay us on demand any costs to recover amounts that you owe us. These costs include legal fees on a solicitor and client basis, as well as those reasonable counsel fees charged by our legal department. If we incur any expenses in responding to any legal notices or seizures attaching to any moneys in your Deposit, we may charge such expenses to your Deposit, as well as a fee for complying with the order. If you fail to pay our costs, they may be charged against any account you have with us.

(x) **Set-off**

We reserve the right to use any money at any time in your Deposit(s) to pay any debts or other obligations (including any contingent obligations) you owe us whether in the same or other currency in relation to any other matter between you and us and we are not required to provide notice except as required by law.

(y) **Language**

The parties have expressly requested that this Agreement and all other related documents and notices be drawn up in English only.

Les parties ont expressément exigé que ce contrat ainsi que tous les documents et avis émis en vertu des présentes ou s'y rattachant soient rédigés en anglais.

B2B Trustco
199 Bay Street, Suite 60
PO Box 279 STN Commerce Court
Toronto, ON M5L 0A2
1-888-677-5363 or 416-926-0570

Client Relations

Counsel Portfolio Services Inc.
180 Queen Street West,
Toronto, ON M5V 3K1
Toll Free: 1-877-216-4979
Fax: 416-922-5660 Toll Free Fax: 1-866-766-6623

Sales and Marketing

Counsel Portfolio Services Inc.
5015 Spectrum Way, Suite 300
Mississauga, ON L4W 0E4
Toll Free: 1-877-625-9885
Toll Free Fax: 1-844-378-6247
Email: info@counsel-services.com