



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 Advisor Directed Income

## CLIENT AGREEMENT FORM

### CLIENT INFORMATION

Counsel Account Number (if existing): \_\_\_\_\_ Nominee Account Number (if existing): \_\_\_\_\_

Client Last Name: \_\_\_\_\_ Client First Name: \_\_\_\_\_

Joint Client Last Name (if applicable): \_\_\_\_\_ Joint Client First Name (if applicable): \_\_\_\_\_

Client S.I.N.: \_\_\_\_\_ Joint Client S.I.N. (if applicable): \_\_\_\_\_

### FINANCIAL ADVISOR

Advisor Name: \_\_\_\_\_ Dealer/Advisor Code: \_\_\_\_\_ / \_\_\_\_\_

Telephone Number: (\_\_\_\_\_) \_\_\_\_\_

### ADI INVESTMENTS

The following are the Counsel Investment Solutions that are to be included in the Counsel Advisor Directed Income (ADI) program within this account:

Short-Term Investment: \_\_\_\_\_ Fund Code: CGF \_\_\_\_\_

Medium-Term Investment: \_\_\_\_\_ CGF \_\_\_\_\_

Long-Term Investment: \_\_\_\_\_ CGF \_\_\_\_\_

### ADI TRANSACTION INSTRUCTIONS

The ADI instructions included herein will replace any Systematic Withdrawal Plan instructions you have provided to Counsel, if the ADI instructions pertain to the same Counsel Investment Solutions in the same account.

#### AUTOMATIC EXCHANGE PROGRAM INSTRUCTIONS

Day Month Year

Frequency (please choose one):  Monthly  Bi-Monthly  Quarterly  Semi-annually  Annually Start Date: \_\_\_\_\_|\_\_\_\_\_|\_\_\_\_\_

Transfer the amount \$/Units \_\_\_\_\_ FROM Fund Code: CGF \_\_\_\_\_ TO Fund Code: CGF \_\_\_\_\_  
from one fund to ▶  
another as follows: \$/Units \_\_\_\_\_ FROM Fund Code: CGF \_\_\_\_\_ TO Fund Code: CGF \_\_\_\_\_

#### SYSTEMATIC WITHDRAWAL PLAN Investment Account, RIF, LRIF, LIF, RLIF & PRIF Payment Instructions

- Not available for Counsel RSPs, LIRAs, RLSPs & LRSPs.

I understand that for RIFs, LIFs, RLIFs, LRIFs & PRIFs, my annual payment may not be less than the minimum amount, and for LRIFs, LIFs, RLIFs my payment may not exceed the maximum amount permitted by law. I select

Minimum amount  Maximum amount  \$ \_\_\_\_\_

Please process my RIF, LRIF, LIF, RLIF and PRIF payment, or the systematic withdrawal amount: Day Month Year

Monthly  Bi-Monthly  Quarterly  Semi-annually  Annually; with the first payment to commence \_\_\_\_\_|\_\_\_\_\_|\_\_\_\_\_

From Counsel Investment Solution: \_\_\_\_\_ Fund Code: CGF \_\_\_\_\_

#### I wish my payments to be

A  Mailed to me B  Deposited directly to my bank account - Void specimen cheque attached C  Mailed to the address below

Address \_\_\_\_\_

D  Payment to be sent to Nominee Counsel Investment Solution: \_\_\_\_\_

E  Deposited directly to Counsel Account No.: \_\_\_\_\_ Fund Code: CGF \_\_\_\_\_

**Counsel Advisor Directed Income:**

Counsel Advisor Directed Income (ADI) is an automatic transaction service. Counsel Portfolio Services Inc., ("Counsel"), will effect your instructions provided on this Counsel ADI Client Agreement Form or subsequent amendment(s) by redeeming units of the Counsel Mutual Funds ("Counsel Investment Solutions") you specify and subsequently purchasing units of other Counsel Investment Solutions you specify and/or directing the sale proceeds to your bank account. All Counsel Investment Solutions in all series except Series "P" are eligible investments in the service. You may also hold other securities in addition to your Counsel Investment Solutions within the same account and keep them separate from the funds you wish to include as part of your ADI service. Your ADI service will be activated within ten business days of receipt of a properly executed Counsel ADI Client Agreement Form or ADI Client Agreement Amendment Form at the address noted below. There are no separate fees for this service. Applicable mutual fund charges, if any, will apply. Please refer to the Counsel simplified prospectus for more information on Counsel Investment Solutions. The minimum initial investment required to participate in ADI is \$75,000 per account.

**Client Authorization:**

I (we) hereby agree to participate in the Counsel Advisor Directed Income service (ADI) as described herein. I (we) hereby authorize Counsel to automatically effect transactions in my (our) account based on the instructions contained on this Counsel ADI Client Agreement Form or subsequent amendment(s). I (we) understand that there may be tax implications for these transactions in non-registered accounts. ADI will continue unless Counsel receives instructions from me (us) to suspend or cancel the service, or if the balance of all Counsel Investment Solutions in the ADI service is less than the amount scheduled to be redeemed/transferred to another Counsel Investment Solution in the ADI service. If the balance of any Counsel Investment Solution in the ADI service is less than the amount scheduled to be redeemed/transferred to another Counsel Investment Solution in the ADI service, the ADI instructions relating to the remaining funds in my account will continue as per the above instructions. If 100% of one or more funds within my ADI service are redeemed, depleted, or exchanged/transferred out without providing Counsel with new standing instructions through my Advisor, at the next scheduled transaction date, the ADI instructions relating to the remaining funds with sufficient assets in my account will continue. All ADI transactions are mutually exclusive and not dependent on each other.

**Transactions:**

Counsel will buy or redeem participating funds on your behalf in a manner that ensures the fewest number of trades and only to the extent necessary to effect your ADI instructions. No new funds will be included in your ADI service without specific instructions from you and your Advisor. You will not be advised prior to the execution of the trades associated with your ADI service and you hereby authorize Counsel to make those trades.

**General:**

1. Funds paid out to you as part of ADI will result from sales of units of Counsel Investment Solutions in accordance with the instructions contained on this Counsel ADI Client Agreement Form or subsequent amendment(s). These sales may result in taxable capital gains or losses. In addition, the Counsel Investment Solutions you invest in as part of ADI may make distributions to you which may be taxable.
2. You may change these instructions or cancel this service at any time, provided that Counsel receives at least 5 business-days notice. Counsel may waive this notice requirement at its discretion. To obtain a copy of an ADI Client Agreement Amendment Form or for more information regarding your right to cancel a Counsel ADI service, please consult with your Financial Advisor. Counsel will accept and act on instructions to cancel ADI that they believe in good faith to be given by you, or your Financial Advisor on your behalf. To restart your participation, you must submit a new Counsel ADI Client Agreement Form.
3. Any changes to your Counsel ADI service must be submitted to Counsel through the Counsel ADI Client Agreement Amendment Form. For Nominee accounts: In addition to client signature all nominee guidelines need to be followed.
4. Counsel will have no liability for your investment and rebalancing decisions or the suitability thereof. 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 investments and acknowledge that your Financial Advisor has explained to you all of the risks associated with each investment, portfolio investing generally, asset allocation and investment income services. Please refer to the Counsel simplified prospectus for more information.
5. Using ADI offers no assurances in regard to the investment rate of return assumptions used by you and your Financial Advisor to establish this service nor does it offer any guarantees regarding income levels which may be derived from the Counsel Investment Solutions.
6. Counsel may terminate this agreement at any time by providing written notice to you.
7. 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.
8. This agreement shall be governed by the laws of the Province of Ontario. The parties have executed this Agreement intending to be bound by its terms.

Client Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Joint Client(s) \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_  
*(If applicable)*

Advisor Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_