



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**

# First Home 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

# FIRST HOME 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 \_\_\_\_\_

## 2. ACCOUNTHOLDER INFORMATION – Please print

Mr. Last Name \_\_\_\_\_ Home Telephone ( ) \_\_\_\_\_  
 Mrs. \_\_\_\_\_  
 Miss \_\_\_\_\_  
 Ms. First Name \_\_\_\_\_ Business Telephone ( ) \_\_\_\_\_  
 Dr. \_\_\_\_\_ E-mail Address \_\_\_\_\_  
 Address \_\_\_\_\_ Apt. No. \_\_\_\_\_  
 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)   
 Fund Name \_\_\_\_\_ Account Number \_\_\_\_\_  
 Transfer(s) from another institution   
 \_\_\_\_\_

Fund Number	Fund Name	Purchase \$ or %	Sales Charge %	Pre-Authorized Debit Plan (\$ OR %)	Wire Order Number	Series F, FT, I & IT
CGF						
CGF						
CGF						
CGF						
CGF						
CGF						

↪ Complete Section 5

### 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% \_\_\_\_\_

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. Distributions will be reinvested in the series on which they are paid.

## 5. PRE-AUTHORIZED DEBIT PLAN (PAD) – Please read form carefully before signing

TO: \_\_\_\_\_ AND TO: Counsel Portfolio Services Inc. (Provide proof of banking)

Undersigned's Bank \_\_\_\_\_  
 Month \_\_\_\_\_ Day \_\_\_\_\_ Year \_\_\_\_\_

**A**  One-time purchase on \_\_\_\_\_ for \$ \_\_\_\_\_ (Request will be processed at current if no date is provided)

**B**  Frequency for recurring PAD

Weekly   
  Monthly   
  Quarterly   
  Annually  
 Bi-Weekly<sup>1</sup>   
  Semi-Monthly<sup>2</sup>   
  Bi-Monthly<sup>3</sup>   
  Semi-Annually<sup>4</sup>

Protect PAD against inflation by an annual increment \_\_\_\_\_ Month \_\_\_\_\_ Day \_\_\_\_\_ Year \_\_\_\_\_  
 of % \_\_\_\_\_ or \$ \_\_\_\_\_ Starting from \_\_\_\_\_

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 (if applicable)   
 \_\_\_\_\_ Date



## 8. ADVISOR DIRECTED REBALANCING (ADR)

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

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

\*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 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): \_\_\_\_\_

## 9. SUCCESSOR HOLDER AND BENEFICIARY DESIGNATION

**A** In the event of my death I hereby designate my spouse or common-law partner\*, if living at my death, as the successor holder of this Counsel First Home Savings Account ("FHSA") to acquire all rights I have as the holder of the FHSA in accordance with the terms of the declaration of trust and applicable law thereof, I reserve the right to revoke this designation.

Spouse's Name	Spouse's Date of Birth (YYYY/MM/DD)	Spouse's Social Insurance Number
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**B** In the event that the successor holder designated by me in A predeceases me or is no longer my spouse or common-law partner on the date of my death or where I have not named a successor holder in A, I hereby designate the following person(s) as my designated beneficiary(ies) entitled to receive the proceeds of the FHSA in the event of my death. I reserve the right to revoke this designation.

**PRIMARY BENEFICIARY**

1. Name (First and Last Name) \_\_\_\_\_ Relationship \_\_\_\_\_ % of entitlement
2. Name (First and Last Name) \_\_\_\_\_ Relationship \_\_\_\_\_ % of entitlement
3. Name (First and Last Name) \_\_\_\_\_ Relationship \_\_\_\_\_ % of entitlement

If I designate contingent beneficiary(ies), I acknowledge that my contingent beneficiary(ies) shall only be entitled to receive proceeds of my FHSA if no primary beneficiary(ies) is alive at the date of my death.

**CONTINGENT BENEFICIARY**

1. Name (First and Last Name) \_\_\_\_\_ Relationship \_\_\_\_\_ % of entitlement
2. Name (First and Last Name) \_\_\_\_\_ Relationship \_\_\_\_\_ % of entitlement
3. Name (First and Last Name) \_\_\_\_\_ Relationship \_\_\_\_\_ % of entitlement

In the absence of a designated beneficiary or successor holder, the proceeds of this FHSA will be paid to your Estate.

Where multiple beneficiaries are designated, if a beneficiary predeceases you, the allocation to the beneficiaries will be divided proportionately among the surviving beneficiaries upon your death. If there are no beneficiaries alive at the time of your death, the proceeds of the FHSA will be paid to your Estate.

**Caution:**

1. 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.
2. Your designation of a successor holder will not be valid upon divorce, separation, or breakdown of the common-law relationship. Also, a new successor appointment will not be made automatically by any future marriage or common-law relationship. The beneficiary designation will not be revoked or changed automatically by any future marriage or divorce. Should you wish to change your successor holder or designated beneficiary in the event of a future marriage, divorce, or breakdown of the common-law relationship you will have to do so by means of a new designation.
3. This designation of successor holder and/or beneficiary will apply to this Counsel First Home Savings Account only. If you have other First Home 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.
4. A successor Holder must be considered a "qualifying individual" as defined in the Income Tax Act (Canada) (the "Tax Act") at the time of settlement in order for the account to be a FHSA of the successor holder for tax purposes.

\*Spouse and common-law partner as used in this application refers to a person recognized as your spouse or common-law partner for the purposes of the Tax Act. The person you designate as a successor holder must be your spouse or common-law partner at the time of your death.

**10. CERTIFICATION – QUALIFYING INDIVIDUAL STATUS (MANDATORY)**

I hereby certify to the following and I understand that Counsel Portfolio Services and/or B2B Trustco are relying on such certification in opening and administering the FHSA:

- (a) I am currently a resident of Canada;
- (b) I am at least 18 years of age; and
- (c) I did not, at any prior time in this calendar year or in the preceding four calendar years, inhabit as a principal place of residence a qualifying home (as that term is defined in the Income Tax Act (Canada)) (or what would be a qualifying home if it were located in Canada) that was owned, whether jointly with another person or otherwise, by me or by a person who is my spouse or common-law partner

\_\_\_\_\_ Please initial with your acknowledgment of the above.

**11. ACCOUNTHOLDER SIGNATURE – Please read carefully before signing (MANDATORY)**

**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 first home 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 will notify Counsel should I no longer be a resident of Canada.

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

Please file an election with the Minister of National Revenue to register my qualifying arrangement hereunder as a first home saving account under section 146.6 of the Tax Act and any applicable provincial or territorial legislation. I have received, read and agree to the terms of the Counsel First Home 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. The Canada Revenue Agency will provide to the issuer taxpayer information necessary to administer and enforce the FHSA.

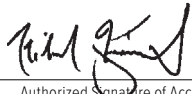
**Privacy Protection Notification**

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.

I certify that the information provided by me on this Application Form is true and complete. I have read and understood the Application Form and Declaration of Trust and agree to be bound by the terms. I acknowledge that there may be tax consequences of non-compliance to this qualifying arrangement.

<b>Accountholder Signature</b>	<b>Date</b>
<b>X</b>	

**B2B Trustco**



Authorized Signature of Acceptance

# COUNSEL FIRST HOME SAVINGS ACCOUNT DECLARATION OF TRUST

We, B2B Trustco, are a trust company continued under the laws of Canada with our head office located at 199 Bay Street, Suite 600, PO Box 279 STN Commerce Court, Toronto, Ontario M5L 0A2. You are the account holder named in the First Home Savings Account Application ("Application"). We will act as the trustee of a **Counsel First Home 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.

- 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 qualifying arrangement as a first home savings account ("FHSA") under section 146.6 of 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.
- 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 11 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 FHSA for purposes of the Tax Act.
- Qualifying Individual Status:** At the time of entering into the Arrangement, you represent that you are: (a) a resident of Canada, (b) are at least 18 years of age, and (c) did not, at any prior time in the calendar year or in the preceding four calendar years, inhabit as a principal place of residence a "qualifying home" as defined in the Tax Act (or what would be a "qualifying home" if it were located in Canada) that was owned, whether jointly with another person or otherwise, by you or a person who is your spouse or common-law partner at the time. You will notify us if you are no longer a resident of Canada or if you inhabit as a principal place of residence a "qualifying home" as defined in the Tax Act (or what would be a "qualifying home" if it were located in Canada) that is owned, whether jointly with another person or otherwise, by you or a person who is your spouse or common-law partner.
- 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. Before accepting contributions or investment instructions from a third party, the Issuer must take reasonable steps to verify that the dealer or any other representative of the holder has been duly authorized by the holder.
- Your Responsibility:** You are responsible for:
  - 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;
  - ensuring that contributions to your Arrangement do not exceed the annual FHSA limit permitted by the Tax Act and that you do not make contributions to your Arrangement while you are a non-resident of Canada;
  - 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
  - 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.
- Our Responsibility:** We are ultimately responsible for the administration of your Arrangement. We will exercise the care, diligence, and skill of a reasonably prudent person to minimize the possibility that the qualified arrangement holds a non-qualified investment or prohibited investment (as defined under the Tax Act) for an FHSA. 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.
- Contributions to your Arrangement:** You may make contributions to your Arrangement. 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 FHSA held by you or from a FHSA of your spouse or former spouse or common-law partner 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.
  - 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.
  - Distributions:** Following receipt of satisfactory instructions from you or a Dealer, including in respect of a "qualifying withdrawal" a validly completed form prescribed under the Tax Act, we will pay distributions from your Arrangement to you. 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 in excess of the maximum contribution limits for FHSAs under Part XI.01 of the Tax Act. 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 (including any applicable taxes). If your Arrangement does not have sufficient cash to pay these charges, we will be entitled to require you to pay these charges.
  - 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, including any applicable charges) to the issuer or agent of the issuer of another FHSA, held by you, of a RRSP or RRIF (each as defined in the Tax Act) under which you are the annuitant or of a FHSA of your spouse, former spouse or common-law partner, 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 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 FHSA 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, including any applicable taxes). 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.
  - 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 or common-law partner as successor holder of your Arrangement; and/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.
  - Death:** Upon receipt of satisfactory evidence of your death, we will continue to hold the assets of your Arrangement for your surviving spouse or common-law partner, provided they are the successor holder of your Arrangement. If your spouse or common-law partner becomes the successor holder of your Arrangement, they 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 them. The successor holder must be a "qualifying individual" as defined in the Tax Act in order for the Arrangement to be a FHSA of the successor holder. In the event of your death, the successor holder may request the balance of the FHSA to be transferred to an RRSP or RRIF (each as defined in the Tax Act) of the successor holder or be distributed to the successor holder. If your spouse or common-law partner 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 at the time of your death, the laws of the jurisdiction where you reside does not permit a beneficiary designation, the proceeds will be payable to your Estate subject to the terms of your will. If you have not designated a beneficiary or if your designated beneficiary predeceases you, the assets of your Arrangement will be paid to your Estate.
- The lump sum payment will be paid subject to the deduction of all proper charges (including any applicable taxes) after we receive all releases and other documents that we request.
13. **Refund of excess or non-resident contributions:** Following receipt of a written request from you or a Dealer, to reduce the amount of tax that would otherwise be payable under section 207.021 of the Tax Act, or under any other provision in the Tax Act, we will distribute an amount to you, subject to the deduction of all proper charges (including any applicable taxes). We take no responsibility in determining the amount of the refund.
  14. **Qualifying withdrawals:** Following the receipt of satisfactory written instructions from you or a Dealer, using a form prescribed in the Tax Act requesting a 'qualifying withdrawal' as defined by the Tax Act, provided that you satisfy all of the applicable requirements under the Tax Act, we will withhold any taxes and charges required at the time of withdrawal of funds and pay you the balance, after deducting any applicable fees and expenses. We will have no liability to you in respect of the sale of any assets held by the Arrangement or for any losses that may result from such sales.
  15. **Termination of the account:** The FHSA shall cease to be a FHSA at the earliest of the following times:
    - 1) the end of the maximum participation period of the last holder, which is the end of the year following the year in which the earliest of the following events occur:
      - i) the 14<sup>th</sup> anniversary of an individual first opening a "qualifying arrangement";
      - ii) the individual turns 70 years of age; or
      - iii) the individual first makes a "qualifying withdrawal" as defined in the Tax Act from a FHSA; or
    - 2) the end of the year following the year of the death of the last Holder;
    - 3) the time at which the FHSA ceases to be a qualifying arrangement;
    - 4) the time at which the Arrangement is not administered in accordance with the conditions imposed in subsection 146.6(2) of the Tax Act; or
    - 5) at a later time specified by the Minister in writing.

If you do not specify the actions required by us to complete termination of the account, we will complete one of the following: a) if you are 71 years of age, the account will be transferred to an existing RRIF account, b) if you are under 70 years of age, the account will be transferred to an existing RRSP account, and c) if there is no existing RRIF or RRSP account the funds will be paid to you subject to the deduction of all proper charges (including any taxes).
  16. **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. Should the FHSA be used as security for a loan, as per subsection 146.6(1) of the Tax Act, the fair market value of the property at the time it commenced to be so used shall be included in computing the income for the year of the holder of the FHSA at that time.
  17. **No borrowing:** The trust governed by the Arrangement is prohibited from borrowing money or other property for the purposes of the Arrangement.
  18. **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, the trust governed by the Arrangement or a person with whom you do not deal at arm's length for purposes of the Tax Act. 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 16 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.
  19. **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.
  20. **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, withdrawals, 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.
  21. **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 sell 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.
22. **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.
  23. **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.
  24. **Indemnity:** We, our officers, employees, the Administrator or other agents will not be liable for and will be 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.
  25. **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 FHSA 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.
  26. **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.
  27. **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, facsimile, 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.
  28. **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. 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.
  29. **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.
  30. **Governing Laws:** This declaration will be governed, construed and enforced in accordance with the laws of Ontario and Canada.
  31. **Specimen Plan:** FHSA 34170035

**Date:** September 2023

## PRIVACY PROTECTION NOTICE

Investment Planning Counsel Inc. (referred to in this Notice as "we", "us", "our", "IPC") 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 IPC Group of Companies include any affiliates or successor companies of IPC, including Counsel Portfolio Services Inc., 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". "Personal information" is information about an identifiable individual but does not include the name, title or business address or telephone number of an employee of an organization. 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 IPC, you are providing Personal Information to IPC, including, where applicable, Personal Information concerning your spouse and/or beneficiary, in order to:

- make an investment;
- provide instructions about an investment you have made; or
- receive information related to an investment you have made.

IPC 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:**

The collection, use and disclosure of your personal information will depend on how you do business with us. We may gather information from the following sources:

- from you, on applications completed for our investment products, or on other forms filled out through telephone, email or face-to-face interviews, such as your name, address, telephone number, email address, occupation, financial and banking information, and health information;
- from licensed agents, intermediaries and financial services representatives with whom you have a relationship, as well as adjusters and inspectors;
- from your interactions with us, such as your transaction history and correspondence;
- from government and other entities, such as your claims history

*If you provide personal information to us or through any of the above sources, you do so with the understanding that your Personal Information may be disclosed for the Identified Purposes amongst us, the above sources, or third parties and that we may verify such information, or obtain additional Personal Information about you by checking with government agencies, credit bureaus, and other fact collecting and verifying entities to assist us for the Identified Purposes.*

IPC 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 5 for the following Identified Purposes:

- identifying you and ensuring the accuracy of information contained in your client record;
- establishing and administering your account, determining, maintaining, recording, and storing account holdings and transaction information in your client record;
- determining prices, fees and premiums;
- investigating and settling claims;
- detecting and preventing fraud;
- compile statistics, conducting market research and reporting to regulatory or industry agencies;
- investigating specific transactions or patterns of transactions to detect unauthorized or illegal activities;
- executing transactions with or through IPC including transferring funds by electronic or other means;
- providing you and your Dealer and/or its representatives and agents 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;
- verifying information previously given by you with any other organization when necessary for the purposes provided in this Notice;
- processing pre-authorized debit transactions;
- collecting a debt owed to IPC and/or its affiliates;
- engaging in the financing or sale of all or part of our businesses, reorganizing our businesses, and obtaining and submitting insurance claims; and
- complying with our legal and regulatory requirements.

#### 4. **Consent**

Your knowledge and consent are required before we may collect, use or disclose your personal information, except in special circumstances, such as during a fraud investigation, an investigation by the police, or in situations otherwise permitted by the law. If any of the personal information that we collect is sensitive, such as health information, we will obtain additional written or oral consent from you before collecting, using or disclosing the information.

##### **How do you provide us with your consent?**

We accept any of the following as your consent for existing use and future collection, use and disclosure of your personal information for the Identified Purposes:

- your receipt of this Privacy Protection Notice, unless you advise us, either orally or in writing, that you do not agree with the terms stated in this policy, and that you wish to opt out of all or portions of it;
- your unrestricted provision of information to us, either directly or through licensed agents, insurance brokers, adjusters or financial services representatives;
- your express written or oral consent as obtained through an application process; or
- your consent as provided by your authorized representative, such as a legal guardian or power of attorney.

In some circumstances, your consent may be implied. For instance:

- If you obtain products and/or services for your family or anyone else, you represent that you have obtained consent from them to the collection, use and disclosure of their personal information for the Identified Purposes, even though they might not be present during the application process.
- If you have existing products and services with us and you request amendments to them, it is assumed that the consent which you gave to us when buying the original products and services remains in effect.

#### **How can you withdraw your consent?**

You may withdraw your consent at any time upon reasonable notice, subject to legal or contractual restrictions. Please note, however, that withdrawing your consent may affect our ability to continue to provide you with the products and services that you have or would like to receive.

To withdraw your consent, you should contact our Privacy Officer at the address or telephone number listed below. Unless we hear otherwise from you, you are giving to us your consent for the collection, use and disclosure of personal information as provided in this Policy for the Identified Purposes.

#### 5. **Third Parties:**

- IPC may collect your Personal Information for the purposes identified in this Notice from third parties such as your Dealer, its representatives or agents, other companies in the IPC 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.
- IPC 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 IPC 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.
- IPC 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.
- IPC may disclose your Personal Information for the purposes identified in this Notice to third parties such as your Dealer, its representatives or agents, third party service providers, data-processing firms, other companies in the IPC Group of Companies, other financial institutions and mutual fund companies.

#### 6. **Keeping and protecting your personal information:**

##### **How long do we keep your personal information?**

Your personal information is retained only so long as we need it to effectively provide products and services to you and for a reasonable length of time thereafter in case we need to meet any potential obligations or legal or government requirements. We shall use care when storing or destroying your personal information in order to prevent unauthorized access.

##### **How do we protect your personal information?**

Whether in electronic or paper-based format, we maintain strict security systems to safeguard your personal information from unauthorized access, disclosure or misuse. As well, when we no longer need your personal information, we take as much care to destroy it as we do when storing it. In the event that we transfer your personal information to a third party for processing (for example, when printing cheques, managing claims and client statements, or for data processing), we require any person or organization providing products or services on our behalf to protect our customers' confidentiality in a manner consistent with our own internal measures, or as required by law.

- Using Your SIN:** By law, IPC 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 its representative or agents, and third party service providers. If you have any questions or concerns about the use of your SIN please contact us.

- 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.

- Changes to Your Personal Information:** Please inform IPC promptly of any change in the Personal Information that you have provided.

- 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.

You have a right to access your personal information that we have in our possession or control. You also have a right to know which third parties have received your information from us.

In order to access your personal information, please make your request in writing to the Privacy Officer, stating as specifically as possible which personal information you are requesting. We try to respond to such requests as soon as possible, and will advise you if for some reason we cannot respond right away. We may charge you a reasonable fee for providing access to your personal information, but only after first advising you of the approximate cost.

In providing you with a list of the organizations to whom we have disclosed any of your information, we will try to be as precise as possible. When it is not possible to provide an exact list of such organizations to which we have actually disclosed your personal information, we shall provide a list of organizations to which we may have disclosed the information.

We have the right to refuse your request for access to personal information if:

- the information is protected by solicitor-client privilege;
- granting access would reveal confidential commercial information;
- doing so would reasonably be expected to threaten the life or security of another individual;
- the information was collected for purposes related to the detection and prevention of fraud;
- the information was generated in the course of a formal dispute resolution process; or
- the information would likely reveal personal information about another individual.

- 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 Officer:

Address: **Privacy Officer**  
Counsel Portfolio Services Inc.

5015 Spectrum Way, Suite 300  
Mississauga, Ontario L4W OE4  
Telephone: 1-877-625 9885  
Fax: 905-625-6184

Email: info@counsellservices.com  
Website: www.counsellservices.com

If after contacting the Privacy Officer your question or concern has not been resolved, we can direct you to the appropriate federal or provincial Privacy Commissioner.

January 2014

## 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](http://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](http://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 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.

Date: 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 First Home 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

**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](mailto:info@counsel-services.com)