

# NGAM Canada CLIENT AGREEMENT FORM



## CLIENT INFORMATION:

NGAM Canada Account Number (if existing): \_\_\_\_\_ Nominee Account Number (if existing): \_\_\_\_\_

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

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

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

## FINANCIAL ADVISOR:

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

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

The following represents the long-term target allocations for each mutual fund listed below ("Fund") that will be applied to the assets held in the account identified above.

The initial purchase will be:

- into the specified series/purchase option and class of each Fund listed below, in accordance with the target allocation identified below; or
- into the \_\_\_\_\_ series/purchase option of \_\_\_\_\_ class of \_\_\_\_\_ Fund (Fund Code \_\_\_\_\_) and then allocated into the specified series/purchase option of the specified class of each Fund listed below in accordance with the target allocation identified below:

<b>Fund Name*</b> (Please list each Fund once only)	<b>Tax Class</b> (applicable only for Tax Managed Funds)	<b>Series Purchase Option</b> (same option for all Funds)	<b>Fund Code</b>	<b>Target Allocation (%)</b>
<b>Total Portfolio</b>				<b>100%</b>

\* All assets invested in the particular series/purchase option of each chosen Fund (and Tax Class, if applicable) listed above will participate in rebalancing. If you list multiple Tax Classes of the same or a different Fund then rebalancing will occur among the Tax Classes.

**REBALANCING** – Rebalancing will be completed on the 15<sup>th</sup> (or following business day) of the last calendar month of the rebalancing the period based on the frequency and range selected below ("Rebalance Date").

**Frequency** – Please select one:     Quarterly (each calendar quarter)                       Semi-Annual (each June and December)  
 Annual (each December)     Annual (on First Rebalance Date)

**Range %** – Please select one:     3.0                       5.0                       7.0                       10.0

**First Rebalance Date:** (First rebalance must occur after initial trades have settled): \_\_\_\_\_

**All references to “I”, “we”, “you”, “yours”, “my” and “our” refers to the client(s) named on the first page of this Agreement and all references to “NGAM Canada” refers to NGAM Canada LP.**

### **Client Authorization:**

I (we) hereby agree to participate in the NGAM Canada Custom Portfolio Service (the “Service”) as described in this Agreement. Specifically, I (we) authorize NGAM Canada to automatically rebalance the Funds in my (our) account based on the rebalancing range and frequency stated above, by exchanging (or after October 1, 2016, purchasing and redeeming) the Funds in my (our) account to return to my (our) target allocation indicated above if one or more Fund(s) in the account vary by more than the rebalancing range indicated above. I (we) acknowledge that, other than an initial purchase/redemption/exchange of Funds within my (our) account, all rebalancing transactions will be carried out in accordance with the rebalancing instructions below. I (we) understand that there may be tax implications for these transactions if the Funds are held in a non-registered account. I (we) acknowledge that the Service will continue unless NGAM Canada receives instructions from me (us) to suspend or discontinue the Service. If 100% of one or more of the Fund(s) in my (our) account are redeemed or exchanged/transferred from the target allocation without NGAM Canada receiving instructions from me (us) to amend this Service, then at the next scheduled Rebalance Date, the assets in the remaining Funds in my account will be proportionately reallocated across all the Funds, including the Fund(s) that were redeemed or exchanged/transferred out of the Service. All dividends and/or distributions from the Funds will be reinvested in the Funds. The Service may be described in the simplified prospectus of each Fund and that description, as it may be amended from time to time, is incorporated herein by reference.

### **Rebalancing:**

NGAM Canada will monitor the Funds in your account at the frequency selected by you and set forth in this Agreement. NGAM Canada is hereby instructed to rebalance the Funds in your account on each Rebalance Date (based on the frequency you selected) when the weightings attributable to any Fund on the Rebalance Date differ by an amount equal to or greater than the rebalancing range selected by you and set forth in this Agreement (or any subsequent amendment to this Agreement). NGAM Canada is hereby instructed to rebalance the Funds in your account by exchanging (or after October 1, 2016, purchasing and/or redeeming), on your behalf, securities of those Funds whose current weightings deviate the greatest from their target allocation, and only to the extent necessary to result in none of the Funds differing from the target allocation by more than your selected rebalancing range. No new Funds (or Tax Classes) can be added or substituted in the Service without instructions from you. You will not be advised prior to the execution of the trades required to effect any rebalancing and you hereby authorize NGAM Canada to make the trades contemplated by this Agreement.

**Any changes to your Service must be submitted to NGAM Canada through a new NGAM Canada Client Agreement Form.**

### **General:**

1. You may stop participation in the Service at any time. Provided NGAM Canada receives written notice at least 3 business days prior to any Rebalancing Date, the Service will terminate prior to such Rebalancing Date, otherwise the Service will terminate within 3 business days after receipt of your written notice. To restart your participation in the Service, you must submit a new NGAM Canada Client Agreement Form.
2. You may change the instructions you have provided to NGAM Canada at any time, by providing us with a new instruction NGAM Canada Client Agreement Form.
3. There are no fees payable to NGAM Canada to participate in the Service.
4. You agree that NGAM Canada is only responsible for executing the rebalancing trades in the Funds based upon your instructions and has no liability for your investment and rebalancing decisions. You should discuss these decisions thoroughly with your financial advisor. NGAM Canada makes no warranty as to the performance of any Fund or portfolio of Funds.
5. You agree to bear all of the liability and risks associated with your investment, and acknowledge that your financial advisor has explained to you all of the risks associated with each Fund, investing in general and using the asset allocation program offered by the Service.
6. Your financial advisor is responsible for recommending the series/purchase option, Funds (and Tax Class(es) of such Funds, if applicable) to include in your portfolio, along with the target allocations, rebalancing frequency and range, subject to NGAM Canada agreeing to include such mutual funds in the Service. Your financial advisor is also responsible for recommending any changes to your Service.
7. NGAM Canada may terminate this Agreement upon providing 30 days prior written notice to you.
8. If any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the remaining provisions shall not be affected or impacted in any way.
9. This Agreement shall be governed by the laws of the Province of Ontario.

The undersigned client(s) (or authorized signatory/agent on behalf of the client(s)) hereby agrees to the terms and conditions of the Service as described in this Agreement.

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**Client (or authorized signatory/agent) Signature**  
(Financial Advisor to sign if has discretionary authority to bind Client)

Date

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**Joint Applicant Signature (if applicable)**

Date

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**Financial Advisor Signature**  
(not required if Financial Advisor has discretionary authority to bind Client)

Date

**Mail, Courier or Fax the completed and signed original Client Agreement Form to NGAM Canada.**

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