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# Important Client Information



Manulife Securities  
Investment Services Inc.



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## A. RELATIONSHIP DISCLOSURE

*This Relationship Disclosure will be provided to you at the time you open your account(s) with us or before we begin providing advice or trading services to you. If there is a significant change to the information contained in this Relationship Disclosure, we will provide you with that updated information.*

### 1. Who We Are

#### **(a) Manulife Securities Investment Services Inc.**

Manulife Securities Investment Services Inc. (**Manulife Securities**) is one of Canada's foremost independent mutual fund dealers. Our firm commitment to service excellence coupled with our expansive product offering provides clients with options tailored to fit their financial goals and advanced investment needs. Manulife Securities is a member of the Mutual Fund Dealers Association of Canada (**MFDA**) and the MFDA Investor Protection Corporation (**MFDA IPC**).

#### **(b) Manulife Relationships**

Manulife Securities is a wholly-owned subsidiary of Manulife Financial Corporation (**MFC**), which is one of the most dynamic and progressive financial services organizations in the world. MFC is a publicly traded company with global headquarters in Canada. MFC owns The Manufacturers Life Insurance Company (**MLI**), Canada's leading life insurance company, which offers life and living benefits insurance. MLI owns Manulife Securities and its sister companies, Manulife Securities Incorporated (an investment dealer) and Manulife Securities Insurance Inc. (an insurance managing general agency). MLI also owns Manulife Bank of Canada and Manulife Trust Company which are a Schedule I federally chartered bank and federally chartered trust company respectively. Manulife Capital Markets, which provides a full range of advisory services to established companies within the Canadian capital

markets, is a division of Manulife Securities Incorporated.

MFC also owns Manulife Asset Management Limited (**MAML**), which is the manager of the Manulife Mutual Funds. Securities laws require us to obtain your written consent before we can complete a trade for you in a Manulife mutual fund. By signing the new account application form (**NAAF**), you acknowledge your consent to an investment in a Manulife mutual fund.

### **(c) Conflicts of Interest**

Throughout this Relationship Disclosure, we have identified conflicts of interest that arise in the ordinary course of our business. Some of these conflicts are inherent in the business model that we use. We seek to avoid or minimize conflicts where reasonably possible. However, some conflicts cannot be avoided and, although others could be avoided, we have chosen to manage them. We have policies and procedures in place to manage the conflicts of interest that we believe are sufficient to protect the interests of our clients and fulfill our obligations to our clients. Any future material conflict of interest situations, where not resolved, will be disclosed to you as they arise. The following are some of the more significant conflicts of interest that may arise for us as we provide services to you, all of which we manage in the best interests of our clients:

- Our relationship with the Manulife group of companies (see section 1(b), above);
- Our relationship with the Manulife mutual funds (see section 1(b), above);
- The securities that we allow our employees and financial advisors to purchase for their own accounts;
- The charitable and political contributions that our employees and financial advisors may make. We do not allow our financial advisors to make or solicit personal contributions to support political

candidates or elected officials for the purpose of obtaining or retaining business with government entities. However, our employees and financial advisors may make personal contributions to support political candidates or elected officials, including candidates who may share Manulife Securities' views on issues related to our business interests.

- The gifts and entertainment opportunities that we permit our employees, staff and financial advisors to accept. We prohibit our employees and financial advisors acting on their own behalf from accepting anything of material value from external parties such as commissions, fees, salary, benefits or payments for discharging Manulife Securities' related responsibilities. Modest gifts from an external party are permitted where they are not offered as a condition, inducement or reward for responsibilities to Manulife Securities, other than rewards under our compensation or recognition programs.
- The non-Manulife Securities-related business activities that our employees and financial advisors may have (see section 2 below).

Personal financial dealings with clients such as loaning to or borrowing from a client, acting as power of attorney for a client and being named as a beneficiary in a client's will are generally not permitted.

## 2. Our Products and Services

Our products and services include:

- Mutual funds
- Pooled funds (for qualified investors)
- Certain exempt market products (for qualified investors and only where your financial advisor is appropriately licensed)
- Money products: high yield savings accounts and GICs
- Self-directed savings plans (registered and non-registered)
- Group capital accumulation savings plans: registered retirement savings plans
- Fee-based wrap program (our Fee-based Program)
- Education savings plans (RESPs)

All other products and services offered to you by your financial advisor are business activities that are outside of your financial advisor's association with Manulife Securities. Your financial advisor may be involved in another business activity if that business activity is permitted by Manulife Securities and your financial advisor has received prior approval from us to engage in that other business activity. Your financial advisor's other business activities, including the other products and services that may be offered to you, are generally referred to as "outside business activities". Outside business activities of our financial advisors may include the sale of life insurance and segregated funds, fee-based financial planning, estate planning or tax preparation.

Manulife Securities does not supervise or monitor outside business activities of its financial advisors, although Manulife Securities conducts periodic reviews of the outside business activities to ensure

compliance with securities regulation. Manulife Securities makes no representations or warranties and assumes no liability in connection with any outside business activities engaged in by your financial advisor.

Your financial advisor may need to provide supplementary information to you about any outside business activities, including:

- An explanation of the company or organization providing the product or services and your financial advisor's relationship to them
- Disclosure of compensation, if any
- Notice of any potential conflicts of interest that may affect your financial advisor's ability to provide objective advice.

Manulife Securities is not permitted by regulation to offer discretionary accounts.

### **3. Our Relationship**

#### **(a) General**

The success of our relationship is very important to us. Manulife Securities believes that it is important for you to know the various roles and responsibilities that you, your financial advisor and Manulife Securities have with respect to your Manulife Securities account(s) and what you can expect with respect to services and costs.

#### **(b) Nature of Our Advisory Relationship**

Our relationship with you is that of an advisory relationship. This means that you are responsible for making all investment decisions in respect of your Manulife Securities account(s) but you can rely on the investment advice given to you by your financial advisor. Below is a description of the responsibilities of you, your financial advisor and Manulife Securities.

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<b>Your Responsibilities</b>	<p>You are responsible for making all investment decisions in respect of your Manulife Securities account(s). You are also responsible for providing accurate and up-to-date Know-Your-Client (<b>KYC</b>) information (which is described later in this Relationship Disclosure document) to Manulife Securities and for carefully and promptly reviewing all communications you receive from Manulife Securities, including trade confirmations and account statements, and informing Manulife Securities promptly of any inaccuracies or errors. You are responsible for being an active participant in our relationship, proactively asking questions and requesting information about your account(s) and contacting Manulife Securities immediately if you are unsatisfied with the handling of the affairs in your account(s). You are responsible for reviewing any and all product disclosure documents, including prospectuses and offering memoranda that we provide to you in connection with your account(s).</p>
<b>Your Financial Advisor's Responsibilities</b>	<p>Your financial advisor is responsible for the investment advice given to you and ensuring that it is unbiased, meets an appropriate standard of care and is suitable based on your investment needs and objectives.</p>

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**Manulife Securities' Responsibilities**

Manulife Securities is responsible for, among other things, providing you with relationship disclosure information, assessing the suitability of investments in your Manulife Securities account(s), reporting account activity to you through trade confirmations and account statements and various other requirements mandated by securities laws and regulations. Manulife Securities is also responsible for providing you with Fund Facts, prospectuses, offering memoranda and/or other product disclosure documents where required by law. Manulife Securities is responsible for the supervision of its financial advisors and Branch Managers and for handling any complaints regarding its services in a fair and reasonable manner.

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**(c) Operation of Your Account(s)**

The operation of your Manulife Securities account is governed by the Client Account Agreement and, where you are enrolled in the Manulife Securities Fee-based Program, by the Manulife Securities Fee-based Program Agreement. The applicable agreement(s) will be provided to you on account opening.

**(d) Our Procedures Regarding Handling Cash, Cheques and Securities**

Manulife Securities does not, nor do we allow our financial advisors to, accept cash under any circumstances. All cheques for investments within your Manulife Securities account(s) must be made payable by you to Manulife Securities. In certain circumstances, such as US dollar client name mutual fund accounts, your financial advisor may instruct you to make your cheque payable to the applicable

mutual fund company. Under no circumstances should you leave the name of the payee blank on your signed cheque nor should you make any cheque payable to your Manulife Securities financial advisor or to a numbered or personal holding company.

Manulife Securities does not offer safekeeping services, but your securities may be placed in “temporary” safekeeping until such time as they may be deposited to one of Manulife Securities’ custody locations. Should Manulife Securities be unable to deposit your securities to a custody location within thirty (30) days, they may be returned to you. Manulife Securities may hold your securities at its Head Office or any of its branches or at any other location where it is customary for Manulife Securities to keep its securities and Manulife Securities responsibilities to you for so holding your securities shall be limited to the same degree of care exercised by Manulife Securities in the custody of its own securities. Certificates for securities of the same issue and for the same aggregate amounts may be delivered to you in lieu of those originally deposited by you where possible; however, Manulife Securities cannot guarantee delivery of securities in any circumstances where a registrar or transfer agent is unable to provide the securities.

## **(e) Understanding the Know-Your-Client (KYC) Information**

### ***(i) Why It Is Important***

Manulife Securities and your financial advisor are required under securities legislation and MFDA rules to ensure that investments in your account(s) are suitable for you. To assess suitability, we consider factors including your investment objectives and time horizon, risk tolerance and personal circumstances, including your age, annual income, net worth and investment knowledge. This is known in the securities industry as the “know-your-client” or “KYC” information. The KYC information that you provide to Manulife Securities and your financial

advisor is important. Without up-to-date, accurate and complete information, we cannot accurately assess whether the investments in your account(s) are suitable for you. Therefore, you must provide us with accurate and complete information regarding your life circumstances and objectives, including your financial condition, ensure that this information has been accurately recorded on your account opening documentation and any subsequent updated documentation, and promptly inform us of any inaccuracies or changes to that information. You will receive a copy of the KYC information that we obtain from you when you open your account and when you tell us about any material changes to the information.

***(ii) What It Is***

As noted above, the KYC information includes your age, investment knowledge, financial situation (your annual income and net worth), investment objectives and time horizon, your current investments and risk tolerance.

- age – we record your date of birth.
- investment knowledge – this reflects your understanding of investing, investment products and their associated risks, which will be recorded on our account documentation as sophisticated, good, limited or poor/nil.
- annual income – this is the approximate amount of your annual income from all relevant sources, and includes your spouse’s income.
- net worth – this is calculated as your (and your spouse’s) fixed assets less estimated liabilities plus your (and your spouse’s) liquid assets less estimated liabilities.
- investment objectives – this is the result that you would like to achieve from the account. The investments recommended and purchased within your account should be consistent with your investment objectives. You may have more than one investment objective for an account. Your

investment objectives are recorded as percentages of income and/or short term, medium term and/or long term capital gains.

### **Income**

Your objective is to generate current income from your investments and you are less concerned with capital appreciation. Investments that will satisfy this objective include fixed income investments such as mutual funds that invest in bond or money market instruments.

### **Short, Medium or Long Term Capital Gains**

Your objective is capital appreciation and current income from investments is not a requirement. This may lead you to hold a relatively high proportion of mutual funds that invest in equities if you also have a higher risk tolerance and long term time horizon. The timeframes provided for each type of capital gains listed below are general guidelines for your reference only. The prospectus for each mutual fund will provide additional guidance regarding the timeframe.

Short term capital gains	Less than 3 years
Medium term capital gains	2 – 7 years
Long term capital gains	Greater than 5 years

- time horizon – this is the period from when you provide this information to us until you need to access a significant portion of your investments.
- risk tolerance – your risk tolerance documents your willingness to accept risk and your ability to withstand declines in your portfolio both on a comfort level and on an actual financial ability level. Your risk tolerance should reflect the relative weighting of the types of investments you wish to hold in the account. The value of the investments we recommend should not

exceed the allocation thresholds outlined on your New Account Application Form, Subsequent Account Application form, Tax-Free Savings Account Application, or Client Information Change Form. We will use the following risk categories for the various investments that may be suitable for your account.

### **Low Risk**

Investments demonstrating a low volatility, which are best suited for investors who are willing to accept lower returns for greater safety of capital. Low risk investments may include such investments as Canada Savings Bonds, GICs and money market mutual funds.

### **Low to Medium Risk**

Investments demonstrating a low to medium volatility but a higher volatility than those described above and which may include bond or balanced mutual funds. This category is available only for split risk-ranked mutual funds (i.e. those ranked low to medium risk).

### **Medium Risk**

Investments demonstrating a medium volatility and which are best suited for investors seeking moderate growth over a longer period of time. These investments may include Canadian dividend, Canadian equity, U.S. equity and certain international equity mutual funds and bond mutual funds. These investments may fluctuate in value, but are generally higher quality.

### **Medium to High Risk**

Investments demonstrating a medium to high volatility, which are best suited for investors looking for long term growth and may include mutual funds that invest in smaller companies, specific market sectors or geographic areas. This category is available only for split risk-ranked mutual funds (i.e. those ranked medium to high risk).

## **High Risk**

Investments demonstrating a high volatility, which are best suited for investors who are growth oriented and are willing to accept significant short term fluctuations in portfolio value in exchange for potentially higher long term returns. These investments may include labour-sponsored venture capital funds or mutual funds that invest in specific market sectors or geographic areas such as emerging markets, science and technology, or mutual funds that engage in speculative trading strategies including hedge funds that invest in derivatives, short selling or use of leverage.

## **Speculative**

Investments having the highest risk. These investments are very volatile and may at times have little or no liquidity.

### **(f) How We Assess Suitability of Investments in Your Account(s)**

#### ***(i) When Suitability Assessments are Done***

Manulife Securities and your financial advisor conduct a suitability assessment for each recommendation made to you and each trade accepted from you (including those proposed by you, whether or not a recommendation is made to you by your Manulife Securities financial advisor) in respect of your account(s).

In addition to the above instances, Manulife Securities and your financial advisor will also conduct a suitability assessment of the investments in your account(s) if and when: (i) you transfer or deposit assets into your account(s); (ii) Manulife Securities or your financial advisor becomes aware of a material change to your KYC information; and (iii) there is a change in your financial advisor.

Manulife Securities and your financial advisor will not review the suitability of the investments in your

account(s) whenever significant market events occur. However, should you have any questions or concerns regarding the investments in your account(s) in the event of a significant market fluctuation or at any other time, you should contact your financial advisor to request a review of your account(s).

### ***(ii) The Process We Use For Assessing Suitability of Investments in Your Account(s)***

When we do a suitability assessment, we match the existing KYC information on your account to the characteristics of an investment with the overall assets in your account.

If there is a discrepancy between the KYC information and the investments, the investments will generally be considered to be either unsuitable or the KYC information may need to be updated if there have been any material changes to your circumstances that warrant a change.

Following this assessment, if an investment is considered to be unsuitable, your financial advisor will discuss the situation with you and may recommend that you not proceed to purchase the investment (or that you sell the unsuitable investment if it is already in your account) or that you make changes to the other investments in your account to ensure suitability of your account overall. If you nevertheless wish to purchase an investment that we have determined to be unsuitable, Manulife Securities will, on a case-by-case basis, determine whether it will proceed with the transaction.

### ***(g) The Account Reporting That We Provide to You***

You will receive reporting with respect to your account(s) from Manulife Securities in the form of trade confirmations and account statements. It is important that you carefully review each trade confirmation and account statement that is sent to you and inform Manulife Securities promptly if you feel there are any errors or discrepancies or if you should have any questions or concerns.

### ***(i) Trade Confirmations***

You will receive a trade confirmation promptly from Manulife Securities for each trade (purchases, redemptions and transfers) in your account(s).

### ***(ii) Account Statements***

We will send you an account statement once a quarter for each of your accounts with us. The account statement(s) will include various details about the activity in your account since your last statement(s), including, among other things, the opening and closing balance of the account; all debits and credits in the account during the period; the quantity and description of each security purchased, sold or transferred and the dates of each transaction; and the quantity, description and market value of each security position held for the account.

### ***(h) The Fees and Charges You Will Incur in Respect of Your Investments and Your Manulife Securities Account(s)***

You will pay various fees and charges in connection with your investments and your Manulife Securities account(s). Fees and charges relating to you making and holding your investments may be charged to you by the product manufacturer (such as a mutual fund company). Fees and charges relating to the operation of your Manulife Securities account(s) may be charged to you by Manulife Securities. We have described these two instances further below.

#### ***(i) Fees and Charges Relating to Your Investments and Compensation Received by Manulife Securities***

You will be charged fees and certain charges by the product manufacturer (such as a mutual fund company) in respect of you making, holding, and selling your actual investment. Product manufacturers typically charge a management fee which they deduct from the mutual fund or product that you have invested in. Product manufacturers use this fee in part to pay dealers such as Manulife

Securities for our services. Product manufacturers may also charge you a deferred sales charge (**DSC**) when you redeem your investment prior to the expiry of a set schedule.

Manulife Securities will receive a commission from the product manufacturer at the time of your purchase. This commission may be either deducted directly from your initial investment or it may be paid to Manulife Securities by the product manufacturer from its management fee. Manulife Securities may also receive an ongoing commission (known as a trailer or service fee) from the product manufacturer for as long as you hold the investment in your Manulife Securities account. There may be other fees or costs charged to you by the product manufacturer depending on the investment product.

All information with respect to the fees and costs associated with you making and holding the investment and the compensation paid by the product manufacturer to Manulife Securities is set out in the product manufacturer's offering document, such as a prospectus or offering memorandum.

Manulife Securities may also have referral arrangements in place with third parties for which Manulife Securities will receive a referral fee. Before any services are provided to you under a referral arrangement, details about the referral arrangement, including the fees Manulife Securities will receive, will be disclosed to you in writing by your financial advisor.

Manulife Securities will pay a portion or all of the fees that it receives from product manufacturers and other third parties (such as in a referral arrangement) to your financial advisor (or, where directed by your financial advisor and as permitted by regulation, to another entity). Manulife Securities may also pay a portion of those fees to another registrant of Manulife Securities or its affiliated investment dealer who is the "branch owner" of your financial advisor's Manulife Securities branch office.

## ***(ii) Fees and Charges Relating to Your Manulife Securities Account(s)***

Separate and apart from the compensation described above in respect of your investments, you will be charged fees by Manulife Securities relating to us operating your Manulife Securities account(s). These are administration and service fees that Manulife Securities charges directly to you. These administration and service fees are set out in more detail in Manulife Securities' "Administration & Service Fees" brochure.

## **(i) Withdrawal/Rescission Rights – Mutual Funds**

When you invest in a mutual fund through your account with us, you will receive a Fund Facts document that describes the investment as well as certain rights you have under applicable securities laws. These rights are commonly referred to as 'withdrawal' or 'rescission' rights and are described in the Fund Facts under the heading "What if I Change My Mind?". You should note that these rights are strictly time-limited and we encourage you to contact your financial advisor if you wish to exercise them.

## **(j) Electronic Delivery and Access to Account Information**

You have the option to access your account information and if you consent to receive all client reporting materials (statements, trade confirmations, regulatory documents, important client notices) electronically through a secured, password-protected section of Manulife Securities' website. Manulife Securities Online Client Access allows you to access information about your account in a timely, efficient and environmentally sound manner. By signing up for Online Client Access, you will have the convenience of 24-hour access to your account information. By law, you must agree to receive your account information in this manner, and you will

always have the right to ask us to send you hard-copy documents or to cancel your online access. If you sign up for our Online Client Access, you will be provided with terms and conditions of use, including access to Manulife Securities' privacy policy that safeguards the confidentiality of your personal information.

### **(k) Our Complaint Handling Procedures**

We want to hear from you if you have any concerns regarding your Manulife Securities account(s) or your financial advisor. Manulife Securities has specific complaint handling procedures for responding to any client complaints. These complaint handling procedures are set out in Manulife Securities' "Client Satisfaction and Complaint Resolution" document in our Important Client Information brochure. When you open a Manulife Securities account you will receive a copy of the "Client Satisfaction and Complaint Resolution" document and a copy of the MFDA's "Client Complaint Information Form" brochure. You can also view these documents on our website at [www.manulifesecurities.ca](http://www.manulifesecurities.ca) or you can call or send an email or letter to us at our Head Office and we will send a copy to you.

### **(l) Other Account Documents You Will or May Receive**

You may receive additional documents from Manulife Securities with respect to the operation of your account(s), including, but not limited to, the following:

- New Account Application Form (NAAF)
- Tax-Free Savings Account Application Form (TFSA)
- Subsequent Account Application Form (SAA)
- Fee-based Application Form (which contains the Fee-based Program Agreement) and Fee-based Program brochure
- A completed copy of any Provincial or Federal Addendum(s)

- Registered or Non-Registered Transfer Authorization Form(s)
- Corporate Resolution
- Trustee Resolution
- Credit Consent Form
- Spousal Waiver and/or Spousal Consent Form(s)
- Manulife Securities Telephone and Online Banking Services brochure
- Administration & Service Fees brochure

**(m) How to Contact Us**

Manulife Securities Investment Services Inc.  
1375 Kerns Road, P.O. Box 5083  
Burlington, Ontario  
L7R 0A8

Telephone      (905) 331-9900  
Toll Free        1-800-991-2121  
Facsimile       1-888-777-2375  
Email [info@manulifesecurities.ca](mailto:info@manulifesecurities.ca)  
**[www.manulifesecurities.ca](http://www.manulifesecurities.ca)**

## **B. CLIENT ACCOUNT AGREEMENT**

### **CLIENT ACCOUNT AGREEMENT (APPLIES TO ALL ACCOUNTS)**

In consideration of Manulife Securities Investment Services Inc. (“Manulife Securities”) opening and maintaining any account or accounts (individually or collectively, the “Account”) for you, you understand and agree to the following terms and conditions in respect of the operation of the Account:

#### **1. Applicable Laws**

The operation of your Account and each Transaction we execute for you is subject to Applicable Laws, which includes (without limitation) that Manulife Securities will execute Transactions only in those Securities that it is permitted to trade in for your Account.

#### **2. Operation of the Account**

- (a) Manulife Securities will carry out a Transaction in accordance with instructions received from you or your authorized agent and as authorized and required by Applicable Laws, except where Manulife Securities has exercised its right to reject the Transaction, which it may do in its sole discretion.
- (b) Manulife Securities will credit the Account any interest, dividends or other monies received in respect of Securities held in the Account and any monies (net of all charges) received as proceeds from Transactions for the Account and will debit the Account any amounts owing, including interest, by you to Manulife Securities pursuant to this Agreement.
- (c) You will pay the administration and service fees relating to the Account, as set out from time to time, in Manulife Securities’ Administration and Service Fees Brochure,

the most up-to-date version of which will be posted on Manulife Securities' website at [www.manulifesecurities.ca](http://www.manulifesecurities.ca). The administration and service fees that will be payable by you are subject to change at the discretion of Manulife Securities. You will be notified of any changes in such fees through a notification of such change posted on the above-noted website or in any other way deemed appropriate in the circumstances in the sole discretion of Manulife Securities.

- (d) With respect to a Transaction relating to mutual funds in the Account:
- (i) Manulife Securities will process a redemption order for any mutual fund securities only if the initial purchase of those mutual fund securities has settled with the applicable mutual fund and Manulife Securities has received a confirmation of such settlement in a form acceptable to Manulife Securities;
  - (ii) Manulife Securities reserves the right to set a time deadline on any business day for receipt of instructions from you in order to process a Transaction at that business day's net asset value. This time deadline will always be before the close of business on that business day so that Transactions will be processed at the net asset value of a mutual fund next determined (forward pricing) in accordance with Applicable Laws. Any instructions for a Transaction received from you after this deadline will be processed at the net asset value for those securities next determined, which, for daily priced mutual funds, will be generally at the close of business on the next business day. Manulife Securities may change the applicable time deadline from time to time at its sole discretion and without notice to you;

- (iii) Manulife Securities will process a purchase order for mutual fund securities only if the mutual fund has been approved by Manulife Securities and is on the "approved list" maintained by Manulife Securities in accordance with Applicable Laws. Manulife Securities has complete discretion to determine which mutual funds to place on its approved list;
- (iv) For mutual fund securities that are not on Manulife Securities' approved list and that are held in your Account at the discretion of Manulife Securities, Manulife Securities will process a Transaction relating to those mutual funds only if it is a redemption request or a request to redeem those securities and purchase securities of a mutual fund that is on Manulife Securities' approved list;
- (v) Manulife Securities reserves the right to set a minimum dollar amount for any order for a mutual fund, which may differ from what is noted in the prospectus of the mutual fund;
- (vi) If you place a purchase order and fail to provide Manulife Securities with the settlement money for such order within the time established by Manulife Securities for such settlement, then Manulife Securities reserves the right to hold you responsible for any losses that Manulife Securities may be responsible for to the mutual fund for the failed settlement under Applicable Laws. Any such losses for which you are responsible due to the failed settlement will be considered Indebtedness under the terms of this Agreement;
- (vii) If you place a redemption order and fail

to provide Manulife Securities with all necessary written documentation necessary to process the redemption within the time established by Manulife Securities for such documentation, then Manulife Securities reserves the right to hold you responsible for any losses that Manulife Securities may be responsible for to the mutual fund for the failed redemption under Applicable Laws. Any such losses for which you are responsible due to the failed redemption will be considered Indebtedness under the terms of this Agreement;

(viii) Manulife Securities reserves the right to restrict the amount and timing of any redemption, transfer or purchase orders that can be made by you if Manulife Securities considers, in its sole discretion, that you are engaging in excessive trading or inappropriate market timing. The restrictions that may be placed on you by Manulife Securities may be in addition to, and different from, any such restrictions placed on short-term trading by the applicable mutual fund;

(e) Manulife Securities is under no obligation to allow you to trade or hold in your Account Securities that are restricted in any way as to trading or transfer, but Manulife Securities may do so in its sole discretion but at your sole risk. Manulife Securities is not liable to you in any way with respect to the processing of the restricted Securities, including any market value movement that may occur during the processing period regardless of any delays;

(f) You will not give instructions to Manulife Securities to:

(i) sell Securities that are not owned by you; or

- (ii) purchase Securities where you will not be able to settle such purchase in such form acceptable to Manulife Securities within the applicable settlement period required by Applicable Laws;
- (g) Where there is no available market price for a Security held in your Account (including Securities of a Canadian-controlled private corporation, venture capital corporation and any other non-publicly traded entity whose securities are distributed pursuant to prospectus exemptions) Manulife Securities will assign a price of zero (\$0) to that Security, indicating that its value is not known. Your account statement will list the Security, but will indicate that its market value is "N/A" meaning "Not Available";
- (h) Manulife Securities may record and keep records of all telephone calls relating to Transactions in your Account, including telephone calls between you and Manulife Securities and between Manulife Securities and any mutual fund manager or other dealer to whom a Transaction is directed.

### **3. Your Securities and Deposits**

Manulife Securities may hold your Securities at its Head Office or any of its branches or any institutional depository or any other acceptable location. If we elect to hold your Securities in safekeeping, Manulife Securities' responsibility is limited to exercising the standard of care exercised by Manulife Securities in the custody of its own Securities. Manulife Securities will not be responsible as a guarantor for any loss. We may fulfill our obligation to deliver your Securities to you by delivery of certificates or Securities of the same kind or amount, although not the same certificates or Securities deposited or delivered to us. We cannot guarantee delivery of certificates or Securities in any circumstances where a transfer agent or registrar of the Securities is unable to provide a certificate or Securities.

Mutual fund securities held in your Account may be held in client name, in which case your Account will be assigned with the first letter "B". Your client name holdings of mutual fund securities are registered in your name on the books and records of the applicable mutual fund and are not under the direct care and control of Manulife Securities. You will receive trade confirmations and account statements directly from the mutual fund. Manulife Securities will also report on Transactions in client name holdings of mutual fund securities, as well on your holdings in client name, on the account statements it is required to provide you under Applicable Laws; however, Manulife Securities is not responsible for errors and omissions associated with the reporting of holdings of client name securities.

#### **4. Settlement, Transaction Charges and Interest**

You will pay the settlement amount for any Transaction in your Account on the day of settlement or as otherwise directed by Manulife Securities.

You will pay to Manulife Securities all commissions and other charges for each Transaction (including any Transaction pursuant to section 9 below, together with interest, calculated daily and compounded monthly, on any outstanding Indebtedness. These commissions and other charges shall be at Manulife Securities' prevailing rates as set out in the most recent version of Manulife Securities' Administration and Service Fees Brochure.

The interest rates charged by Manulife Securities shall be the interest rate designated from time to time by Manulife Securities to its branches as being its effective rate for determining interest on debit balances in Accounts with Manulife Securities.

You waive notice of all changes in such rates.

## **5. Foreign Currency Exchange**

For Transactions in currencies other than that of the currency of the Account, a conversion of currency may be required and will be carried out by Manulife Securities or an entity related to Manulife Securities. Manulife Securities (or entities related to us) will earn revenue on the applicable currency conversion based on the bid or ask rates for the currency. This currency transaction revenue is in addition to the commission or other charges that are earned by Manulife Securities on the Transaction. Unless otherwise specified or agreed to, the currency conversion will take place on and at the prevailing currency rates on the trade date for the Transaction.

## **6. Payment of Indebtedness**

You will promptly pay all Indebtedness when due.

## **7. Pledge of Securities**

As continuing collateral security for the payment of any Indebtedness, which is now or may in the future be owing by you to Manulife Securities, you hereby hypothecate and pledge to Manulife Securities all Collateral whether held in the Account or any other Account in which you have an interest and whether or not the Indebtedness relates to the Collateral hypothecated and pledged. With respect to any Collateral which is subject to the laws of Quebec, since the laws of Quebec require the amount of the hypothec to be specified, you hereby acknowledge that the hypothec and pledge granted in favour of Manulife Securities as described herein are limited to a maximum amount of \$10 million. The interest rate applicable to the hypothec shall be the rate of interest rate designated from time to time by Manulife Securities to its branches as being its effective rate for determining interest on debit balances in accounts with Manulife Securities.

## **8. Use of Collateral by Manulife Securities**

You authorize Manulife Securities, without notice, to use at any time and from time to time the Collateral in the conduct of Manulife Securities' business so long as any Indebtedness remains unpaid, including the right to:

- (a) combine any of the Collateral with the property of Manulife Securities or other clients or both;
- (b) pledge any of the Collateral held in Manulife Securities' possession as security for its own indebtedness;
- (c) loan any of the Collateral to Manulife Securities for its own purposes; or
- (d) use any of the Collateral for making delivery against a sale (including a short sell), and whether this sale is for the Account or for Manulife Securities' own account or for any account in which Manulife Securities is directly or indirectly interested, or for the account of any other Manulife Securities client.

## **9. Elimination or Reduction of Indebtedness**

If: (a) you fail to pay any Indebtedness when due; (b) you fail to provide Manulife Securities any required Securities in acceptable delivery form on or before any settlement date; (c) there is any unsecured or potentially unsecured Indebtedness in the Account; (d) you die, become bankrupt or insolvent or if any of the Collateral becomes subject to execution, attachment or other process; or (e) you fail to comply with any other requirement contained in this Agreement, then in addition to any other right or remedy to which Manulife Securities is entitled, Manulife Securities may, in its sole discretion, and without notice or demand to you:

- (i) apply monies held to the credit of you in any other account with Manulife Securities, The Manufacturers Life Insurance Company and its affiliates (excluding registered accounts) to eliminate or reduce the Indebtedness;
- (ii) sell, contract to sell or otherwise dispose of any or all of the Securities and apply the net proceeds therefrom to eliminate or reduce the Indebtedness; and/or
- (iii) cancel any outstanding Transactions.

These rights may be exercised separately, successively or concurrently and at the sole discretion of Manulife Securities. The failure to exercise any or all of such rights or the granting of any indulgence shall not in any way limit, restrict or prevent Manulife Securities from exercising such rights at any subsequent time and shall not limit, reduce or discharge any Indebtedness or part thereof. Any Transactions for your Account made by Manulife Securities pursuant to its exercise of these rights may be made upon any exchange or market or at a public or private sale upon such terms and in such manner as Manulife Securities deems advisable. If demand is made or notice is given to you by Manulife Securities, it shall not constitute a waiver of any of Manulife Securities' rights to act hereunder without demand or notice. Any and all expenses (including any legal expenses) reasonably incurred by Manulife Securities in connection with exercising any such rights may be charged to the Account.

You remain liable to Manulife Securities for any Indebtedness remaining following the exercise by Manulife Securities of any or all of these rights.

You acknowledge that Manulife Securities' rights to eliminate your Indebtedness are reasonable and necessary for Manulife Securities' protection having regard to the nature of securities markets including their volatility. You further acknowledge that the

liquidation of Securities in the Account may have significant tax consequences for you and for which you will be solely liable. Manulife Securities is not liable in any way to you with respect to the elimination, reduction or discharge of the Indebtedness and/or any action that Manulife Securities may take as permitted under this Agreement to exercise its rights.

## **10. Transfers to Other Accounts**

Manulife Securities may at any time and from time to time take any monies or Securities in the Account and any proceeds from the sale or other disposition of such Securities to pay or cover any of your obligations to Manulife Securities or to The Manufacturers Life Insurance Company and its affiliates, including your obligations in respect of any other Account or any other account held by you with the other Manulife companies, whether such account or accounts is a joint account or is an account guaranteed by you.

## **11. Account Statements**

The contents of every trade confirmation, account statement or other communication sent by Manulife Securities to you shall be deemed to have been acknowledged as correct, approved and consented to by you unless Manulife Securities receives written notice to the contrary within 45 days after it was sent to you.

## **12. Changes to Your Information**

You will advise Manulife Securities of any changes to the information you provide to Manulife Securities to open or maintain your account as soon as the changes occur, including the information you provided to Manulife Securities on the New Account Application Form (**NAAF**) or Subsequent Account Application Form (**SAA**). This includes, but is not limited to, changes to your address, marital status, financial and employment information, investment

objectives and risk tolerance or if you or anyone who has trading authority for, control over, a financial interest in, and/or a beneficial ownership in your Account is or becomes: (i) an insider, significant shareholder or reporting insider of a publicly traded company; or (ii) a securities professional. For the purposes of this Agreement, a securities professional is a partner, director or employee of a firm that is a member of any of the following (i) a stock exchange; (ii) the Mutual Fund Dealers Association of Canada (**MFDA**); and/or (iii) the Investment Industry Regulatory Organization of Canada (**IIROC**). You will complete and sign in a timely manner any documentation required by Manulife Securities in connection with these changes.

### **13. Capacity**

If you are an individual, you represent that you have the power and capacity to enter into this Agreement and perform all obligations under this Agreement and to effect the Transactions contemplated in this Agreement. If you are a married woman, you represent that you are not a “married woman under community of property” under the provisions of the Civil Code of Lower Canada (if you are, your husband must also sign this agreement).

If you are a corporation or other entity, you represent that you have the corporate or other power and capacity to enter into this Agreement, to perform your obligations under this Agreement and to effect the Transactions contemplated in this Agreement and that the execution and delivery of this Agreement have been duly authorized.

### **14. Notices and Communications to You**

Any notice or communication to you may be given by prepaid mail, facsimile or electronic mail (email) to any address of record for you with Manulife Securities, or may be delivered

personally to you or to any such address of record, and shall be deemed to have been received, if mailed, on the second business day after mailing or, if sent by facsimile or email, on the day sent or, if delivered, when delivered.

Manulife Securities will post important information pertaining to its services and this Agreement, which may affect your Account on its website at [www.manulifesecurities.ca](http://www.manulifesecurities.ca). You will monitor the information posted on this website, since you will be deemed to have notice of all communications posted on Manulife Securities website.

Any notices or communications that Manulife Securities is required by Applicable Laws to deliver to you will be given to you by prepaid mail or personal delivery, unless you have consented in writing to such notices or communications being provided to you by electronic delivery, which may include postings of such notices or communications on Manulife Securities website.

Nothing in this section shall be interpreted as requiring Manulife Securities to give any notice to you which is not otherwise required to be given by Manulife Securities under this Agreement or Applicable Laws.

## **15. Joint Accounts**

If the Account has been opened in the names of more than one person, whether as joint tenants with rights of survivorship (other than in the province of Québec), or as "tenants in common" or as held jointly by such persons (each an "Owner" and collectively, the "Owners"), then the following terms and conditions shall apply:

- (a) Manulife Securities may accept and act upon instructions received from any Owner with respect to the operation of the Account as fully and completely as if such Owner alone was interested in the Account. Acceptance

of such instructions and the implementation thereof shall be binding upon all of the Owners of the Account. Despite the foregoing, Manulife Securities shall have the right at any time, in its sole discretion, to require that it be authorized by all Owners of the Account before acting upon any instructions received by it.

- (b) The Owners hereby jointly and severally (in Québec, solidarily) indemnify and hold Manulife Securities harmless against any loss, claim, damages, liability and expenses of any kind whatsoever arising out of the operation of the Account and to promptly pay to Manulife Securities on demand, any and all amounts owing by the Owners to Manulife Securities. The cash, Securities and other property held in the Account shall be subject to a lien in favour of Manulife Securities as security for the discharge of all obligations of the Owners to Manulife Securities and Manulife Securities has the irrevocable authority to deal with the assets in the Account in such manner as it in its sole discretion deems appropriate to satisfy all obligations owing to it.
- (c) Manulife Securities may deliver Securities, money or other property relating to the Account to any Owner without attracting any liability and without being required to provide notice thereof to any of the other Owners. Manulife Securities reserves the right to refuse to make delivery or payment at any time except to the Owners jointly.
- (d) All statements of account, notice or other communications of any kind in respect of the Account may be sent by Manulife Securities to any Owner without being required to provide copies thereof to any of the other Owners. All such communications transmitted in such manner shall be binding upon each of the Owners.

- (e) Where the Account has been established for Owners as “tenants in common” or as held jointly by the Owners (including in the province of Québec):
  - (i) unless otherwise designated in writing by all of the Owners to Manulife Securities, the Owners shall be deemed to be beneficial owners of the assets in the Account in equal shares; and
  - (ii) following the death of any of them, the continued conduct of the Account shall be upon the same terms and conditions as contained in this Agreement with beneficial ownership in the share of the deceased Owner vesting in his or her beneficiaries.
  
- (f) Where the Account has been established for the Owners as joint tenants with rights of survivorship (in provinces other than Québec), ownership and control of the assets in the Account vests beneficially in all of them. Upon the death of an Owner, and provided proof of death is furnished to the satisfaction of Manulife Securities:
  - (i) beneficial ownership and control of the assets in the Account shall from the date of such death vest solely in the remaining surviving Owner/s; and
  - (ii) the continued conduct of the Account shall be by the remaining Owners, if applicable, as joint tenants with rights of survivorship upon the same terms and conditions as contained in this Agreement.
  
- (g) The Owners acknowledge that they have not received or relied upon Manulife Securities for any legal or tax advice in regard to the Account or the manner in which ownership therein has been established or with respect to the operation thereof. The Owners further

confirm that they have obtained independent professional legal and tax advice to ensure that their respective rights, needs and objectives are satisfied.

## **16. Account Closing**

Manulife Securities may at its sole discretion terminate this Agreement and require that you close or transfer your Account to another registered dealer within a reasonable time period, as determined by Manulife Securities. If you fail to do so, Manulife Securities may, without notice to you, deliver your Account assets to you or liquidate your Account, pay all outstanding Indebtedness owed to Manulife Securities or The Manufacturers Life Insurance Company and its affiliates and forward any balance to you. You acknowledge that the liquidation of your Account may result in significant tax and other consequences to you. You accept full responsibility for such consequences and hereby waive any claim or right you have or may have against Manulife Securities with respect to the termination of this Agreement and the closure, transfer or liquidation of your Account.

Manulife Securities reserves the right to close, without notice to you, inactive or small balance accounts with balances equal to or less than the account closing fee which may be charged by Manulife Securities as set out in the Manulife Securities' Administration and Service Fees Brochure.

## **17. Amendments**

This Agreement may be amended at any time by Manulife Securities provided Manulife Securities gives you notice of the amendment. Manulife Securities is expressly authorized to provide notice of any such amendment to this Agreement by posting of such amendment to the Manulife Securities website.

If any Applicable Laws are enacted, made, amended or otherwise changed with the result that any term or condition of this Agreement is, in whole or in part, invalid, then such term or condition will be deemed to be varied or superseded to the extent necessary to give effect to such Applicable Laws.

## **18. General**

- (a) This Agreement shall be construed in conjunction with any other agreements between Manulife Securities and you in connection with the Accounts, provided that, to the extent necessary, the terms and provisions of this Agreement shall supercede the terms and provisions of all other agreements with Manulife Securities, except that this Agreement in no way restricts or limits any other rights that Manulife Securities may have under any other agreement or agreements with you.
- (b) Each of the provisions contained in this Agreement is distinct and severable. A declaration of invalidity or unenforceability of any part or all of a provision by a court of competent jurisdiction shall not affect the validity or enforceability of the balance of that provision or any other provision in this Agreement.
- (c) The headings used in this Agreement are for convenience of reference only and shall not in any way affect its interpretation. In this Agreement, where the singular is used it shall include the plural.
- (d) You shall do all acts or things and execute and deliver all documents or instruments as are necessary or desirable to give effect to all Transactions executed by Manulife Securities pursuant to this Agreement.

- (e) This Agreement shall enure to the benefit of and shall be binding upon you and Manulife Securities and our respective heirs, executors, administrators or successors as the case may be.
- (f) You may not assign this Agreement.
- (g) It is the express wish of the parties that this Agreement and all documents, notices and other communications relating to the operation of the Account be in English. It est de la volonté des parties que ce contrat et tous les documents, avis et autres communications qui concernent l'opération du Compte soient rédigés en langue anglaise.
- (h) This Agreement shall, with respect to each separate Account, be governed by and interpreted in accordance with the laws of the jurisdiction where the Manulife Securities branch office is located that services that particular Account.
- (i) No waiver of any provision of this Agreement shall be considered a waiver of any other provision, or the continuing waiver of the provision(s), so waived.

## **19. Defined Terms**

For the purposes of this Agreement:

- (a) "Applicable Laws" means the prevailing laws, by-laws, rules, regulations, policies and customs of the appropriate Regulatory Authorities.
- (b) "client name" means securities of a mutual fund that are registered in the name of the holder of such securities, and not in the name of the registered dealer acting as agent for that holder of such securities, directly on the books and records of the mutual fund maintained by or on behalf of the manager of the mutual fund

- (c) "Collateral" means any and all property, including credit balances held or carried in any Account for any purpose, and including any property in which you have an interest.
- (d) "Indebtedness" means all indebtedness of you to Manulife Securities as set out in any statement of account or other communication sent by Manulife Securities to you and includes interest on any debit balances in the Account and the reasonable costs of collection of payments owed to Manulife Securities, including legal fees.
- (e) "prospectus" means, for a mutual fund, the simplified prospectus, annual information form and applicable Fund Facts for that mutual fund.
- (f) "Regulatory Authorities" means any applicable governmental authority, agency, securities commission, self-regulatory organization, exchange, market, clearing corporation or association of brokers or dealers, law enforcement or similar authority, whether domestic or foreign.
- (g) "Securities" includes mutual fund securities, government bonds, deposit notes and any other securities which Manulife Securities is permitted to trade in for an Account under Applicable Laws.
- (h) "Transaction" means the purchase, sale, or other dealings in, Securities in the Account.

## C. REGISTERED ACCOUNTS - DECLARATIONS OF TRUST

### Self-Directed Retirement Savings Plan Declaration of Trust

We, The Canada Trust Company, agree to act as Trustee for you, the applicant named in the new account application form (the **Application**) for a Manulife Securities Investment Services Inc. Self-Directed Retirement Savings Plan (the **Plan**) on the terms and conditions set out below.

This Declaration of Trust and the Application together constitute the Plan. (**Planholder, you** and **your** mean the Annuitant as defined under subsection 14 (1) of the Income Tax Act (Canada). **We, us, our** and **the Trustee** mean The Canada Trust Company.)

#### 1. Registration

We will apply for registration of the Plan under the Income Tax Act (Canada) (the **Act**) and any applicable provincial income tax legislation relating to retirement savings plans (collectively, **Applicable Tax Legislation**).

#### 2. Purpose

The purpose of the Plan is to provide retirement income (the **Retirement Income**) in accordance with subsection 14 (1) of the Act, to you and, where applicable, your spouse beginning on the date (the **Maturity Date**) you specify in writing. The Maturity Date will not be later than the end of the calendar year in which you become 71 years of age or any other age permitted by Applicable Tax Legislation.

#### 3. Delegation

You authorize us to appoint, and we have appointed, Manulife Securities Investment Services Inc. as our agent (the **Agent**) to perform administrative duties relating to the operation of the Plan as agreed to by us and our Agent. We and

our Agent may employ or engage accountants, brokers, lawyers, and others (the **Representatives**) and may rely on their advice and services to fulfill any duty or obligation under this Declaration of Trust. We will, however, remain ultimately responsible for the administration of the Plan.

#### **4. Contributions**

We will hold in trust for you all payments of cash and other transfers of property acceptable to us made by you or your spouse, or by your or your spouse's employer or association named in the Application (the **Employer**) on behalf of you or your spouse (Group RSP only) and permitted by Applicable Tax Legislation (the **Contributions**), together with all income or capital gains generated by the investment of these Contributions (collectively, **Plan Assets**).

#### **5. Suspension of Contributions**

We reserve the right to suspend for such period as we shall determine or to terminate the right of you or your spouse or the Employer (Group RSP only) to make further Contributions under the Plan. In the event we terminate the right to make Contributions, the Plan will continue to be administered by us and our Agent until such time as the Plan Assets have been fully distributed.

#### **6. Investment of Your Contributions**

We will invest and reinvest your Plan Assets, according to your direction, in investments that are available for investment by the Plan and permitted by Applicable Tax Legislation. We will not be restricted by any laws which limit investments that trustees can make, except for the Act and Applicable Tax Legislation. If you name an Employer on your Application, you confirm that the Employer may act as your agent to give instructions on investing your Plan Assets. If we do not receive investment direction from you or your Employer, we will maintain your Contributions to the Plan in

cash until we receive such investment direction. You acknowledge that such cash balances may be invested and reinvested by us in an interest bearing account with The Toronto-Dominion Bank or any of its affiliates. We will allow interest on any cash balances held under the Plan at such rate and will credit interest at such time as we, in our sole discretion, may determine. Any income on the deposited cash will be for the account of the institution where the cash is deposited. We may receive a fee for any cash deposited in an account at The Toronto-Dominion Bank or any of its affiliates. All brokerage fees, commissions and other expenses incurred in connection with the making of any investment shall be paid from the Plan. You may request to invest in and/or hold certain mortgages that are recognized as qualified investments for the Plan within the meaning of Applicable Tax Legislation. We are under no obligation to accept any of these mortgages or determine whether a mortgage is a qualified investment. You acknowledge that the insurance on a mortgage may lapse or be jeopardized if payments are not made under that mortgage or the mortgage otherwise goes into default. You understand that, as a result, the mortgage may cease to be a qualified investment for the Plan within the meaning of Applicable Tax Legislation.

## **7. Statement of Your Account**

We will maintain an account in your name showing Contributions, purchases and sales of investments we hold for you in the Plan and payments from the Plan. On an annual basis, we will send, or arrange to be sent, a statement of account to you and, where applicable, to your spouse.

## **8. Contribution Receipts**

Each year, we will forward to you a receipt for income tax purposes showing Contributions made under the Plan that have been received during the preceding calendar year and during the first 60 days of the current calendar year.

Where a Contribution to the Plan is made by or on behalf of your spouse, a receipt will be forwarded to your spouse.

## **9. Withdrawing Funds from the Plan**

Subject to Applicable Tax Legislation and any reasonable requirements we impose, you may send us written instructions, at any time before the Maturity Date, to sell all or a portion of the Plan Assets and pay you an amount equal to the proceeds of the sale. Within a reasonable period of time after receiving your instructions, we will pay you the proceeds of the sale after deducting all sales costs, any and all taxes, interest, penalties and other related charges. If only a portion of the Plan Assets are sold under this paragraph, you may specify in writing which of the Plan Assets you would like us to sell; otherwise, we will sell any of the Plan Assets that we, in our sole discretion, consider appropriate. Once we pay you, we will have no liability or duty to you for the Plan Assets we sold to pay you.

If the Plan is part of a Group RSP you or, where applicable, your spouse are solely responsible for complying with any additional terms and conditions imposed by the Employer in connection with the Plan, provided those terms comply with Applicable Tax Legislation.

## **10. Your Responsibilities**

It is your sole responsibility or, where applicable, your spouse's, to:

- a. ensure that the amount contributed to the Plan does not exceed the maximum amount permitted under Applicable Tax Legislation;
- b. determine the taxation years, if any, in which Contributions are deductible for tax purposes;
- c. ensure that investments made by the Plan are "qualified investments" within the meaning of Applicable Tax Legislation for the Plan;

- d. ensure that investments made by the Plan remain “qualified investments” within the meaning of Applicable Tax Legislation for the Plan; and
- e. ensure that any beneficiary designation made under the Plan is valid.

Notwithstanding any of the above, if we determine, at our sole discretion, that any investment in the Plan is or has become a non-qualified investment for purposes of Applicable Tax Legislation, we may, at our sole discretion, withdraw such investment from the Plan in-kind or by realization of the investment into cash and in such event, you will be liable for the tax consequences of such a withdrawal.

## **11. Refund of Contributions**

If you or your spouse contributes more than the maximum amount that may be contributed to the Plan each year under the Act, we will return the amount to you or your spouse on receipt of a written request, in a form satisfactory to us. We will sell any of the Plan Assets that we, in our sole discretion, consider appropriate for the purpose of making the refund of the contribution.

## **12. Retirement Income**

The Plan will mature on the Maturity Date. At least 90 days prior to the Maturity Date (or any lesser number of days that we, in our sole discretion, permit), you must provide us with written instructions to:

- a. sell the Plan Assets and use the proceeds of the sale, less any related fees and charges, to provide a Retirement Income for you starting on the Maturity Date; or
- b. transfer the Plan Assets on the Maturity Date to a registered retirement income fund within the meaning of Applicable Tax Legislation. You will be responsible for all applicable

taxes and any related administration expenses in connection with the provision of a Retirement Income.

If you instruct us to provide a Retirement Income on the Maturity Date, you must also instruct us on the form of Retirement Income you would like to receive. If we do not receive written notice for the commencement of a retirement income by 30 days prior to the Maturity Date, you appoint us as your attorney to execute all documents necessary to purchase a Manulife Securities Investment Services Inc. Retirement Income Fund in your name with the Plan Assets. A life annuity purchased with the proceeds of the Plan will be paid in equal annual or more frequent amounts to you until a full or partial commutation and, where the commutation is partial, equal annual or more frequent periodic amounts thereafter except for adjustments which are permitted by Applicable Tax Legislation. The aggregate of the periodic payments in a year after your death will not exceed the aggregate of the payments in a year before that death. If an amount becomes payable to a person other than your spouse, the life annuity will be commuted. An annuity or any part of an annuity is not assignable.

### **13. Transfers**

At any time, and from time to time, you may direct us to transfer all or part of the Plan Assets to the issuer of a registered pension plan, registered retirement savings plan, a registered retirement income fund or a life annuity that provides for a retirement income in conformity with Applicable Tax Legislation. You or, where applicable, your spouse must be the annuitant of the recipient plan. Upon receipt of a written direction from you in a form satisfactory to us and subject to the conditions imposed by this Declaration of Trust and Applicable Tax Legislation, we will transfer the requested Plan Assets, together with all the necessary information for the continuance of the Plan to the issuer of the recipient plan. You may

instruct us to sell or transfer specific securities to affect the transfer. If you fail to provide us with written instruction in a form satisfactory to us, we will sell or transfer the securities we deem appropriate in our sole discretion, to affect the transfer. Transfers can also be made to a registered retirement savings plan or a registered retirement income fund in the name of your spouse (or former spouse) under a decree, order or judgment from a court, or a written separation agreement relating to the breakdown of your marriage as permitted under Applicable Tax Legislation.

## **14. Death**

You may designate any person as beneficiary of the Plan, provided you are domiciled in a jurisdiction which by law permits you to validly designate a beneficiary other than by will. If you die before the Maturity Date, then as long as we receive evidence of your death and a release, both in a form satisfactory to us, we will pay the proceeds of the Plan to your designated beneficiary or legal representative, as applicable. The payment from the Plan will be subject to the deduction of all sales costs, any and all taxes, penalties, interest and other related charges.

## **15. Locked-In Plans**

Where Plan Assets have been transferred into the Plan from a registered pension plan or other locked-in registered plan, you will receive a copy of the locked-in addendum for the applicable pension legislation. The provisions of such locked-in addendum shall be deemed to be part of this Declaration of Trust effective from the time the transfer is received into the Plan. In the event of a conflict, the locked-in provisions of the applicable pension legislation take precedence over any conflicting provisions of this Declaration of Trust, or of any beneficiary designation made with respect to the Plan. You acknowledge and expressly agree to be bound by the provisions of the applicable locked-in addendum.

## **16. Ownership and Voting Rights**

The Plan Assets will be held in our name or any other name that we, in our sole discretion, determine. The voting rights attached to the securities held under the Plan and credited to your account may be exercised by you, upon written notice to us received at least 48 hours prior to any meeting of securityholders, and for this purpose you are authorized to execute and deliver proxies and/or other instruments.

## **17. Trustee Fees and Expenses**

We will be entitled to such reasonable fees and other charges as we may establish from time to time for the Plan and as reimbursement for all taxes imposed on us in respect of the Plan and for all costs, disbursements and expenses reasonably incurred by us in performing our duties as Trustee under this Declaration of Trust. All such fees and other amounts (together with any applicable taxes) will, unless paid directly to us, be charged against and deducted from the Plan Assets in such manner as we may determine, and we may liquidate Plan Assets, at our sole discretion, to the extent deemed necessary to pay such fees and other amounts.

## **18. Amendment**

We may, in our sole discretion, amend the terms of the Plan as long as:

- a. we obtain approval of the authorities administering Applicable Tax Legislation, if required; and
- b. the amendment does not disqualify the Plan as a retirement savings plan within the meaning of Applicable Tax Legislation.

We will give you 30 days written notice of any amendment except if the amendment of the Plan is necessary to ensure compliance with Applicable Tax Legislation, in which case no notice to you is required.

## **19. Notice**

You may write to us about the Plan by sending a letter, postage pre-paid or personally delivered, to the Agent at its address noted on the Application or any other address that we designate. We will consider that you have given us the letter on the day the Agent actually receives it. We may give you any notice, statement or receipt by personal delivery or mail, postage prepaid, at the address you gave on your Application or at the most recent address in our records. Any notice, statement or receipt from us will be considered to have been given to you at the time of personal delivery, or if mailed, on the third day after mailing.

## **20. Instructions**

We are entitled to rely on instructions we receive from you, any person you designate to us in writing and any person purporting to be you or the person designated by you. We may decline to act on any verbal or electronically transmitted instruction if we have any doubt that the instruction has been properly authorized or accurately transmitted.

## **21. Liability**

We, our Agent and our respective employees and Representatives shall not be liable for ascertaining whether any investment made upon your instruction is or remains a qualified investment for purposes of a registered retirement savings plan or for any and all taxes, penalties, or interest payable in respect of any investment held under the Plan. We, our Agent and our respective employees and Representatives shall not otherwise be liable for the making, retention or sale of any investment or reinvestment; for payments made out of the Plan; or for any loss or diminution of the Plan Assets; or for any loss or damage to the Plan resulting from our acting or declining to act on any instruction from you,

from any person designated by you, or any person purporting to be you. You, your heirs, executors, administrators or legal representatives and each beneficiary under the Plan will at all times indemnify us, our Agent and our respective employees and Representatives for any and all taxes, penalties, interest or charges levied or imposed on us in respect of the Plan and for any costs incurred in performing our duties under this Declaration of Trust or Applicable Tax Legislation.

## **22. Proof of Age**

The statement of your birth date on the Application for the Plan is your certification of your age, and your undertaking to provide further proof of age if required by us for the purpose of providing a retirement income.

## **23. Prohibition**

We cannot provide any advantage or special services that are conditional in any way on the existence of the Plan, other than those permitted under Applicable Tax Legislation, to you or to any person with whom you do not deal at arm's length. Retirement income under the Plan may not be assigned in whole or in part.

## **24. Replacement of Trustee**

We may resign from our position as trustee under the Plan by giving 90 days written notice to the Agent, immediately if the Agent is for any reason incapable of acting in accordance with this Declaration of Trust or any shorter period that is acceptable to the Agent. The Agent may remove us from our position as trustee of the Plan by giving us at least 60 days written notice or immediately if we are for any reason incapable of acting as trustee, provided that a successor trustee has been appointed by the Agent in writing. If the Agent fails to designate a successor trustee within 30 days after it has received notice of our intended resignation, we may appoint a successor trustee.

Such successor trustee shall give written notice of its appointment as trustee of the Plan to you. The appointment of any successor trustee is subject to approval by the Canada Revenue Agency and any other applicable provincial authorities. Subject to the requirements of the Canada Revenue Agency, any corporation resulting in the merger, consolidation or amalgamation to which the trustee is a party or which purchases all or substantially all of the trust business of the trustee shall be the successor trustee hereunder without the execution of any other instrument or document except notice to the Agent and to you. On the date our resignation or removal becomes effective, we will sign and deliver to the successor trustee all conveyances, transfers and further assurances that may be necessary or desirable to give effect to the appointment of the successor trustee.

## **25. Assignment by Agent**

The Agent may assign its rights and obligations under this Declaration of Trust to any other corporation resident in Canada, approved by the Canada Revenue Agency and any other applicable provincial authorities, and authorized to assume and discharge the obligations of the Agent under the Plan, provided that such corporation shall execute any agreement which is necessary or advisable for the purpose of assuming such rights and obligations and further provided that no such assignment may be made without prior written consent of the Trustee, which consent may not be unreasonably withheld.

## **26. Heirs, Executors and Assigns**

The terms of this Declaration of Trust shall be binding upon your heirs, executor, administrators and assigns and upon the respective successors and assigns of the Trustee and Agent.

## 27. Common-Law Partner and Common-Law Partnership

Any reference to spouse contained in the Declaration of Trust or in the Application means “spouse or common-law partner” and any reference to marriage contained in the Declaration of Trust or in the Application means “marriage or common-law partnership”.

## 28. English Language

The parties hereto have requested that the Plan be established in English. Les parties ont demandé que le régime soit rédigé en anglais.

## 29. Proper Law

This Declaration of Trust will be governed by and construed in accordance with the laws of Ontario (and with respect to any locked-in addendum to the Plan containing provisions required by the laws of a province, in accordance with the laws of such province), Applicable Tax Legislation and any other laws of Canada which may be applicable.

## Self-Directed Retirement Income Fund Declaration of Trust

We, The Canada Trust Company, agree to act as Trustee for you, the applicant named in the new account application form (the **Application**) for a Manulife Securities Investment Services Inc. Self-Directed Retirement Income Fund (the **Fund**) as defined in subsection 14.3(1) of the Income Tax Act (Canada) on the terms and conditions set out below. This Declaration of Trust and the Application together constitute the Fund. (**Planholder, you** and **your** mean the Annuitant as defined in subsection 14.3(1) of the Income Tax Act (Canada).

**We, us, our** and the **Trustee** mean The Canada Trust Company.)

## 1. Registration

We will apply to register the Fund under the Income Tax Act (Canada) (the **Act**) and any applicable provincial income tax legislation relating to retirement income funds (collectively, **Applicable Tax Legislation**).

## 2. Delegation

You authorize us to appoint, and we have appointed, Manulife Securities Investment Services Inc. as our agent (the **Agent**) to perform administrative duties relating to the operation of the Fund as agreed to by us and our Agent. We and our Agent may employ or engage accountants, brokers, lawyers, and others (the **Representatives**) and may rely on their advice and services to fulfill any duty or obligation under this Declaration of Trust. We will, however, remain ultimately responsible for the administration of the Fund.

## 3. Transfers to the Fund

We will hold in trust for you all payments of cash and other property acceptable to us made by you or your spouse and permitted by Applicable Tax Legislation, together with any income or capital gains generated by the investment of the property (collectively, **Fund Assets**), provided that such property may only be transferred from:

- a. either a registered retirement income fund (**RRIF**) or a registered retirement savings plan (**RRSP**) under which you are the annuitant within the meaning of the Act; or
- b. you to the extent only that the amount of consideration was an amount described in subparagraph 60(l)(v) of the Act; or either a RRSP or a RRIF of your spouse or former spouse, within the meaning of the Act, where you and your spouse or former spouse are living separate and apart and the transfer

- is made under a decree, order or judgment of a competent tribunal, or under a written separation agreement relating to a division of property between you and your spouse or former spouse in settlement of rights arising out of, or on the breakdown of your marriage; or
- c. a registered pension plan pursuant to subsection 147.1(1) of the Act under which you are a member; or
  - d. a registered pension plan pursuant to subsection 147.3(5) and (7) of the Act; or
  - e. a provincial pension plan in circumstances to which subsection 146(21) of the Act applies; or
  - f. any other source permitted by the Act from time to time.

#### **4. Investments**

We will invest and reinvest your Fund Assets, according to your direction, in investments that are available for investment by the Fund and permitted by Applicable Tax Legislation. We will not be restricted by any laws which limit investments that trustees can make, except for the Act and Applicable Tax Legislation. If we do not receive investment direction from you we will maintain your payments to the Fund in cash until we receive such investment direction. You acknowledge that such cash balances may be invested and reinvested by us in an interest-bearing account with The Toronto-Dominion Bank or any of its affiliates. We will allow interest on any cash balances held under the Fund at such rate and will credit interest at such time as we, in our sole discretion, may determine. Any income on the deposited cash will be for the account of the institution where the cash is deposited. We may receive a fee for any cash deposited in an account at The Toronto-Dominion Bank or any of its affiliates. All brokerage fees,

commissions and other expenses incurred in connection with the making of any investment shall be paid from the Fund.

You may request to invest in and/or hold certain mortgages that are recognized as qualified investments for the Fund within the meaning of Applicable Tax Legislation. We are under no obligation to accept any of these mortgages or determine whether a mortgage is a qualified investment. You acknowledge that the insurance on a mortgage may lapse or be jeopardized if payments are not made under that mortgage or the mortgage otherwise goes into default. You understand that, as a result, the mortgage may cease to be a qualified investment for the Fund within the meaning of Applicable Tax Legislation.

## **5. Statement of Your Account**

We will maintain an account in your name showing all transfers to the Fund, purchases and sales of investments we hold for you in the Fund and all payments from the Fund. On an annual basis we will send, or arrange to send, a statement of account to you and, where applicable, to your spouse.

## **6. Income Tax Information**

Each year, as required under the Act, we will forward to you, or where applicable to your spouse, the appropriate information slips in prescribed form required to be filed with the applicable income tax authorities for the previous calendar year.

## **7. Payments from the Fund**

We will make payments to you or, if applicable, to your surviving spouse subject to the terms of the Declaration of Trust and Applicable Tax Legislation. We will deduct any applicable sales costs, any and all taxes, penalties, interest and other related fees or charges from the payments.

- a. In each year commencing not later than the first complete calendar year after the Fund is established, we will make one or more payments the total of which will be not less than the minimum amount set forth below, and not be more than the value of the Fund immediately before any payment. The minimum amount for the year in which the Fund commences shall be nil and for each subsequent calendar year shall be determined by multiplying the value of the Fund at the beginning of a year by a factor prescribed under the Act corresponding to your age, or where you have so elected, the age of your spouse.
- b. You will direct us in writing, prior to 30 days before the payment is due, as to the frequency and amount of payments to be made and which Fund Assets are to be liquidated in order to provide the specified payments providing such payments are permitted under Applicable Tax Legislation. If you do not so direct us as to which Fund Assets are to be liquidated to make the payments, or if the specified Fund Assets are insufficient to cover the payments, we will, in our sole discretion, liquidate any Fund Assets to the extent deemed necessary for the purpose of making the specified payments. If you do not so direct us as to the frequency and amount of payments to be made, we will, in our sole discretion, liquidate any Fund Assets to the extent deemed necessary to provide you with the annual minimum payment required under the Act.
- c. For the purposes of valuing the Fund we will include the property at its net asset value.
- d. No payment required to be made in accordance with the provisions of the Fund may be assigned in whole or in part.

- e. We shall be discharged from all further duties and liabilities when the Fund Assets have been fully distributed.
- f. At your direction, and in accordance with paragraph 146.3(2)(e) of the Act we shall transfer all or part of the property held in connection with the Fund, minus any applicable fees or charges, together with all information necessary for the continuance of the Fund to any person who has agreed to be a carrier of another registered retirement income fund in your name. We will retain sufficient property of the Fund in order that the minimum payment required by the Act for the year of the transfer shall be paid to you.
- g. Transfers can also be made to a RRSP or RRIF in the name of your spouse (or former spouse) under a decree, order or judgment from a court or a written separation agreement relating to the breakdown of your marriage as permitted under Applicable Tax Legislation.

## **8. our Responsibilities**

It is your sole responsibility or, where applicable, your spouse's, to:

- a. ensure that investments made by the Fund are "qualified investments" within the meaning of Applicable Tax Legislation for the Fund;
- b. ensure that investments made by the Fund remain "qualified investments" within the meaning of Applicable Tax Legislation for the Fund; and
- c. ensure that any beneficiary designation made under the Fund is valid.

Notwithstanding any of the above, if we determine, at our sole discretion, that any investment in the Fund is or has become a non-qualified investment for purposes of Applicable

Tax Legislation, we may, at our sole discretion, withdraw such investment from the Fund in-kind or by realization of the investment into cash and in such event, you will be liable for the tax consequences of such a withdrawal.

## **9. Death**

You may designate any person as beneficiary of the Fund, provided you are domiciled in a jurisdiction which by law permits you to validly designate a beneficiary other than by will. If you die, then as long as we receive evidence of your death and a release, both in form satisfactory to us, we will continue payments to your spouse provided he or she is the successor annuitant of the Fund. If your spouse is not the successor annuitant of the Fund, we will pay the proceeds of the Fund to your designated beneficiary or legal representative, as applicable. The payment from the Fund will be subject to the deduction of all sales costs, interest, penalties, income tax and other related charges.

## **10. Locked-In Funds**

Where Fund Assets have been transferred into the Fund from a registered pension plan or other locked-in registered plan, you will receive a copy of the locked-in addendum for the applicable pension legislation. The provisions of such locked-in addendum shall be deemed to be part of this Declaration of Trust effective from the time the transfer is received into the Fund. In the event of a conflict, the locked-in provisions of the applicable pension legislation take precedence over any conflicting provisions of this Declaration of Trust, or of any beneficiary designation made with respect to the Fund. You acknowledge and expressly agree to be bound by the provisions of the applicable locking-in addendum.

## **11. Ownership and Voting Rights**

The Fund Assets will be held in our name or any other name that we, in our sole discretion, determine. The voting rights attached to the securities held under the Fund and credited to your account may be exercised by you, upon written notice to us received at least 48 hours prior to any meeting of securityholders, and for this purpose you are authorized to execute and deliver proxies and/or other instruments.

## **12. Trustee Fees and Expenses**

We will be entitled to such reasonable fees and other charges as we may establish from time to time for the Fund and to reimbursement for all taxes imposed on us in respect of the Fund and for all costs, disbursements and expenses reasonably incurred by us in performing our duties as Trustee under this Declaration of Trust. All such fees and other amounts (together with any applicable taxes) will, unless paid directly to us, be charged against and deducted from the Fund Assets in such manner as we may determine, and we may liquidate Fund Assets, at our sole discretion, to the extent deemed necessary to pay such fees and other amounts.

## **13. Amendment**

We may, in our sole discretion, amend the terms of the Fund as long as:

- a. we obtain approval of the authorities administering Applicable Tax Legislation, if required; and
- b. the amendment does not disqualify the Fund as a registered retirement income fund within the meaning of Applicable Tax Legislation

We will give you 30 days written notice of any amendment except if the amendment of the

Fund is necessary to ensure compliance with Applicable Tax Legislation, in which case no notice to you is required.

## **14. Notice**

You may write to us about the Fund by sending a letter, postage pre-paid or personally delivered, to the Agent at its address noted on the Application or any other address that we designate. We will consider that you have given us the letter on the day the Agent actually receives it. We may give you any notice, statement or receipt by personal delivery or mail, postage prepaid, at the address you gave on your Application or at the most recent address in our records. Any notice, statement or receipt from us will be considered to have been given to you at the time of personal delivery, or if mailed, on the third day after mailing.

## **15. Instructions**

We are entitled to rely on instructions we receive from you, any person you designate to us in writing and any person purporting to be you or the person designated by you. We may decline to act on any verbal or electronically transmitted instruction if we have any doubt that the instruction has been properly authorized or accurately transmitted.

## **16. Liability**

We, our Agent and our respective employees and Representatives shall not be liable for ascertaining whether any investment made upon your instruction is or remains a qualified investment for purposes of a registered retirement income fund and for any and all taxes, penalties or interest payable in respect of any investment held under the Fund. We and our Agent and our respective employees and Representatives shall not otherwise be liable for the making, retention or sale of any investment or reinvestment; for payments made out of the Fund; or for any loss

or diminution of the Fund Assets; or for any loss or damage to the Fund resulting from our acting or declining to act on any instruction from you, from any person designated by you, or any person purporting to be you. You, your heirs, executors, administrators or legal representatives and each beneficiary under the Fund will at all times indemnify us, our Agent and our respective employees and Representatives for any and all taxes, penalties, interest or other charges levied or imposed on us in respect of the Fund and for any costs incurred in performing our duties under this Declaration of Trust or Applicable Tax Legislation.

## **17. Proof of Age**

The statement of your birth date and, where applicable, your spouse's birth date, on the Application for the Fund is your, or your spouse's, certification of age and undertaking to provide further proof of age if required by us for the purpose of providing payments under the Fund.

## **18. Prohibition**

We cannot provide any benefit or loan that is conditional in any way on the existence of the Fund, other than those permitted under Applicable Tax Legislation, to you or to any person with whom you do not deal at arm's length. The payments may not be assigned in whole or in part.

## **19. Replacement of Trustee**

We may resign from our position as trustee under the Fund by giving 60 days written notice to the Agent, immediately if the Agent is for any reason incapable of acting in accordance with this Declaration of Trust or any shorter period that is acceptable to the Agent. The Agent may remove us from our position as trustee of the Fund by giving us at least 30 days written notice or immediately if we are for any reason incapable of

acting as trustee, provided that a successor trustee has been appointed by the Agent in writing. If the Agent fails to designate a successor trustee within 30 days after it has received notice of our intended resignation, we may appoint a successor trustee. Such successor trustee shall give written notice of its appointment as trustee of the Fund to you. The appointment of any successor trustee is subject to approval by the Canada Revenue Agency and any other applicable provincial authorities. All transfers of Fund Assets to the new trustee will be subject to paragraph 146.3(2)(e) of the Act. Subject to the requirements of the Canada Revenue Agency, any corporation resulting in the merger, consolidation or amalgamation to which the trustee is a party or which purchases all or substantially all of the trust business of the trustee shall be the successor trustee hereunder without the execution of any other instrument or document except notice to the Agent and to you. On the date our resignation or removal becomes effective, we will sign and deliver to the successor trustee all conveyances, transfers and further assurances that may be necessary or desirable to give effect to the appointment of the successor trustee.

## **20. Assignment by Agent**

The Agent may assign its rights and obligations under this Declaration of Trust to any other corporation resident in Canada, approved by the Canada Revenue Agency and any other applicable provincial authorities, and authorized to assume and discharge the obligations of the Agent under the Fund, provided that such corporation shall execute any agreement which is necessary or advisable for the purpose of assuming such rights and obligations and further provided that no such assignment may be made without prior written consent of the Trustee, which consent may not be unreasonably withheld.

## **21. Heirs, Executors and Assigns**

The terms of this Declaration of Trust shall be binding upon your heirs, executor, administrators and assigns and upon the respective successors and assigns of the Trustee and Agent.

## **22. Common-Law Partner and Common-Law Partnership**

Any reference to spouse contained in the Declaration of Trust or in the Application means "spouse or common-law partner" and any reference to marriage contained in the Declaration of Trust or in the Application means "marriage or common-law partnership."

## **23. English Language**

The parties hereto have requested that the Fund be established in English. Les parties ont demandé que le régime soit rédigé en anglais.

## **24. Proper Law**

This Declaration of Trust will be governed by and construed in accordance with the laws of Ontario (and with respect to any locked-in addendum to the Fund containing provisions required by the laws of a province, in accordance with the laws of such province), Applicable Tax Legislation and any other laws of Canada which may be applicable.

## **SELF DIRECTED TAX-FREE SAVINGS**

### **ACCOUNT Declaration of Trust**

The Canada Trust Company, a trust company amalgamated under the laws of Canada (the "Trustee"), hereby declares that it agrees to act as Trustee for the individual named in the tax-free savings account application (the "Application") on the face hereof (the "Holder") for Manulife Securities Investment Services Inc. (the "Agent") Self-Directed Tax-Free Savings Account (the "Account") upon the following terms and conditions:

**1. REGISTRATION:** Subject to the Holder having attained the age of majority, the Trustee will elect, in the form and manner prescribed by the Income Tax Act (Canada) (the "Act") and any applicable provincial income tax legislation relating to tax-free savings accounts as designated from time to time in writing by the Holder (the Act and such provincial income tax legislation being hereinafter collectively referred to as "Applicable Tax Legislation"), to register the arrangement governed by this Declaration of Trust as a tax-free savings account under the Social Insurance Number of the Holder. For greater certainty, unless the Holder has attained at least 18 years of age at the time that this arrangement is entered into, it shall not constitute a qualifying arrangement, as that term is defined in subsection 146.2(1) of the Act, susceptible of being registered as a tax-free savings account.

**2. SPOUSE AND COMMON-LAW PARTNER:** Any reference to "Spouse" contained in this Declaration of Trust or in the Application means spouse or common-law partner.

**3. SUCCESSOR HOLDER:** Any reference to "Successor Holder" in this Declaration of Trust or in the Application means a Survivor, as that term is defined in subsection 146.2(1) of the Act, and who is the Spouse of the Holder immediately before the Holder's death.

**4. HOLDER:** Any reference to “Holder”, “applicant” or “planholder” in the Declaration of Trust or in the Application means the Holder or Successor Holder.

**5. ACCOUNT:** The Trustee will maintain the Account for the exclusive benefit and in the name of the Holder, showing all contributions made to the Account and all investment transactions made at the direction of the Holder.

**6. CONTRIBUTIONS:** Only the Holder may make contributions to the Account, and the Trustee shall accept only such payments of cash and other transfers of property acceptable to it, pursuant to any minimum contribution requirement identified in the Application or other notice given under the terms of this Declaration of Trust or otherwise, the same together with any income therefrom constituting a trust to be used, invested and held subject to the terms hereof. It is the responsibility of the Holder to ensure that no contribution exceeds the maximum permitted under the Applicable Tax Legislation.

**7. INVESTMENT:** Contributions to the Account shall be invested and reinvested by the Trustee, on the direction of the Holder, in such investments as the Trustee shall make available from time to time, provided that such investments are qualified investments for tax-free savings accounts. The Trustee may, but need not, require any such direction in writing.

In the absence of a direction from the Holder as to the investment of any cash balances forming part of the Account from time to time, the Trustee will allow interest on such balances at such rate and will credit interest at such time as the Trustee, in its sole discretion, may determine. The Holder acknowledges that such cash balances may be invested and reinvested by the Trustee in the Trustee’s guaranteed account.

**8. DISTRIBUTIONS:** Subject to the terms of any investment, the Holder may request that the Trustee pay to the Holder all or any part of the assets held in the Account in satisfaction of all or part of the Holder’s interest therein (a “Distribution”).

Notwithstanding the terms of any investment, or any limit on the frequency of Distributions or any minimum Distribution requirement identified in the Application or other notice given under the terms of this Declaration of Trust, the Trustee may make Distributions in order to reduce the amount of tax otherwise payable by the Holder as a result of excess contributions made contrary to Applicable Tax Legislation. No one other than the Holder and the Trustee shall have rights under the Account relating to the amount and timing of Distributions.

**9. TRANSFERS OUT:** All or a part of the property in the Account may be transferred to another tax-free savings account of the Holder, and the Trustee may liquidate any investments held in the Account to the extent deemed necessary to transfer the amount requested, subject to the terms of such investments.

All or a part of the property in the Account may be transferred to a tax free savings account of the Spouse or former Spouse where the Holder and the Spouse or former Spouse are living separate and apart and the transfer is made under a decree, order or judgment of a competent tribunal or under a written separation agreement that relates to a division of property in settlement of rights arising out of, or on the breakdown of, their marriage or common-law partnership, and the Trustee may liquidate any investments held in the Account to the extent deemed necessary to transfer the amount requested.

**10. TRANSFERS IN:** Property may be transferred to the Account from another tax-free savings account of the Holder or of the Spouse or former Spouse of the Holder where:

- (a) the Holder and Spouse or former Spouse are living separate and apart and the transfer is made under a decree, order or judgment of a competent tribunal or under a written separation agreement that relates to a division of property in settlement of rights arising out of, or on the breakdown of their marriage or common-law partnership; or

(b) the Holder is the Spouse's survivor and the transfer occurs as a result of an exempt contribution as that term is defined in subsection 207.01(1) of the Act.

**11. DEATH OF THE HOLDER:** In the event of the death of the Holder where the Holder has validly designated the Successor Holder (and the Holder is domiciled in a jurisdiction designated by the Trustee as one in which a holder of a tax-free savings account may validly designate a successor holder), the Successor Holder shall become the Holder. In the event of the death of the Holder where there is no Successor Holder or the Successor Holder has not been designated, the Trustee shall, upon receipt of satisfactory evidence thereof, realize the interest of the Holder in the Account. Subject to the deduction of all proper charges, including taxes, if any, required to be withheld, the proceeds of such realization shall be paid by the Trustee, as the case may be, to the estate of the Holder or to the Holder's designated beneficiary (where the Holder is domiciled in a jurisdiction designated by the Trustee as one in which a holder of a tax-free savings account may validly designate a beneficiary) upon furnishing the Trustee with such releases and other documents as may be required or as counsel may advise.

If more than one designation has been lodged, the Trustee shall rely on the instrument in its possession bearing the latest execution date.

**12. OWNERSHIP:** The Trustee must hold any investment in its own name, in the name of its nominee, in bearer form or in such other name as the Trustee may determine. The Trustee may generally exercise the power of an owner with respect to all property held by it for the Account, including the right to vote or to give proxies to vote in respect thereof, and to pay any assessment, taxes or charges in connection therewith or the income or gains derived therefrom.

**13. DELEGATION:**

(a) The Holder authorizes the Trustee to perform, and the Trustee may delegate to the Agent the

performance of, the following duties and responsibilities of the Trustee

- (i) to receive the Holder's contributions and transfers to the Account;
- (ii) to make Distributions and transfers from the Account;
- (iii) to invest and reinvest in the Account in accordance with the directions of the Holder;
- (iv) to hold the assets forming the Account in safekeeping;
- (v) to maintain the Account;
- (vi) to provide statements to the Holder of the Account; and
- (vii) to perform such other duties and responsibilities of the Trustee as the Trustee may determine from time to time, in accordance with the Applicable Taxation Act.

(b) The Trustee shall, however, remain ultimately responsible for the administration of the Account pursuant to the provisions of this Declaration of Trust. The Holder also authorizes the Trustee to, and the Trustee may, pay the Agent all or a portion of the fees paid by the Holder to the Trustee hereunder and may reimburse the Agent for its out-of-pocket expenses in performing the duties and responsibilities delegated to the Agent by the Trustee, as agreed upon between the Agent and the Trustee. To the extent applicable, the Holder acknowledges that the Agent may earn normal brokerage commissions on investment and reinvestment transactions processed by the Agent.

**14. TRUSTEE FEES AND EXPENSES:** The Trustee will be entitled to such reasonable fees and other charges as it may establish from time to time for the Account and to reimbursement for disbursements and expenses reasonably incurred by it in performing its duties hereunder. All such fees and other amounts (together with any goods and services tax or other taxes applicable thereto) will, unless paid

directly to the Trustee, be charged against and deducted from the assets of the Account in such manner as the Trustee determines, and the Trustee may realize assets of the Account in its absolute discretion for the purposes of paying such fees and other amounts. Any such realization shall be made at such price or prices as the Trustee or the Agent at its sole discretion may determine and neither the Trustee nor the Agent shall be responsible for any loss occasioned by any such realization.

**15. AMENDMENT:** The Trustee may, from time to time at its discretion, amend this Declaration of Trust, with the concurrence of the authorities administering the Applicable Tax Legislation if required, and:

(a) without notice provided that the amendment is made for the purpose of satisfying a requirement imposed by the Applicable Tax Legislation or at its effective date the amendment will not in the Trustee's sole opinion adversely affect the Holder's rights under the Account;

(b) in all other cases, by giving 30 days notice to the Holder; provided, however, that any such amendments shall not have the effect of disqualifying the Account as a tax-free savings account within the meanings of the Applicable Tax Legislation.

**16. NOTICE:** Any notice given by the Trustee to the Holder shall be sufficiently given if mailed, postage prepaid, to the Holder at the address set out in the Application or at any subsequent address of which the Holder shall have notified the Trustee, and any such notice shall be deemed to have been given on the day of mailing.

**17. LIABILITY:** The Trustee shall not be liable for ascertaining whether any investment made on the direction of the Holder is or remains a qualified investment for purposes of a tax-free savings account, or whether any such investment constitutes a prohibited investment or for any tax payable in respect of any non-qualified or prohibited investment (as those terms are defined in subsection 207.01(1))

of the Act) by the Holder or by the trust established hereunder, and the Holder acknowledges and assumes the sole responsibility in respect of the foregoing. The Trustee shall not otherwise be liable for the making, retention or sale of any investment or reinvestment as herein provided or for any loss or diminution of the assets comprising the Account.

The Holder and his or her successors, executors and administrators shall at all times indemnify and save harmless the Trustee in respect of any taxes, assessments or other charges levied or imposed by any governmental authority upon or in respect of the Account.

The Trustee shall not be liable for any taxes, assessments or other charges levied or imposed by any governmental authority upon or in respect of the Account or for any loss incurred by the Account, by the Holder or by any beneficiary designated for the purposes of the Account resulting from the Holder ceasing to be a Canadian tax resident.

The Trustee and the Agent shall be entitled to and shall be fully protected in acting upon any instrument, certificate, notice or other writing believed by the Trustee or the Agent to be genuine and to be signed or presented by the proper person(s). The Trustee and the Agent shall be under no duty to make any investigation or inquiry as to any statement contained in any such writing but shall be entitled to accept the same as conclusive evidence of the truth and accuracy of the statement therein contained. When the Account is terminated and the proceeds thereon are distributed, the Trustee shall be released and discharged from any further responsibility or obligation in connection herewith.

Except as otherwise provided herein, the Trustee shall not be liable for any loss incurred by the Account, by the Holder or by any beneficiary designated for the purposes of the Account unless due to the negligence, willful misconduct or lack of good faith of the Trustee.

**18. PROOF OF AGE:** The statement of the Holder's date of birth on the Application shall constitute a certification by the Holder and an undertaking to

furnish such further evidence of proof of age as may be required.

**19. NO ADVANTAGE:** The Holder or a person with whom the Holder does not deal at arm's length may not receive an advantage as that term is defined in subsection 207.01(1) of the Act.

**20. SECURITY FOR A LOAN:** Where the Holder uses his or her interest or right in the Account as security for a loan or other indebtedness, the Holder shall be responsible for ensuring that the terms and conditions of the loan or other indebtedness are terms and conditions that persons dealing at arm's length with each other would have entered into, and it can be reasonably concluded that none of the main purpose for that use is to enable a person, other than the Holder, or a partnership to benefit from the exemption for tax of any amount under the Account.

**21. LOANS:** The Trustee is prohibited from borrowing money or other property for the purposes of the Account.

**22. REPLACEMENT OF TRUSTEE:** The Trustee, upon giving the Agent at least 30 days' written notice (or immediately if the Agent is for any reason incapable of acting in accordance with this Declaration of Trust), may resign, and the Agent, upon giving the Trustee at least 90 days' written notice (or immediately if the Trustee is for any reason incapable of acting as Trustee hereunder), may remove the Trustee as the trustee of the Account, provided that a successor trustee has been appointed by the Agent in writing. If the Agent fails to designate a successor trustee within 60 days after it has received notice of the Trustee's intended resignation, the Trustee may appoint its successor trustee. Such successor trustee shall, within 90 days of its appointment, give written notice of its appointment to the Holder. A successor trustee shall have the same power, rights and obligations as the Trustee. The Trustee shall execute and deliver to the successor trustee all conveyances, transfers and further assurances as may be necessary or desirable to give effect to the appointment of the successor trustee. Any successor trustee shall be a

corporation resident in Canada and authorized under the laws of the province of residence of the Holder indicated in the Application to carry out its duties and responsibilities as trustee under the Account. Subject to the requirements of Canada Revenue Agency, any corporation resulting in the merger, consolidation or amalgamation to which the Trustee is a party or which purchases all or substantially all of the trust business of the Trustee shall be the successor trustee hereunder without the execution of any other instrument or document except notice to the Agent and to the Holder.

**23. ASSIGNMENT BY AGENT:** The Agent may assign its rights and obligations hereunder to any other corporation resident in Canada, approved by the Canada Revenue Agency and any other applicable authority, and authorized to assume and discharge the obligations of the Agent under the Account, provided that such corporation shall execute any agreement which is necessary or advisable for the purpose of assuming such rights and obligations and further provided that no such assignment may be made without prior written consent of the Trustee, which consent may not be unreasonably withheld.

**24. HEIRS, EXECUTORS AND ASSIGNS:** The terms of this Declaration of Trust shall be binding upon the heirs, executor, administrators and assigns of the Holder and upon the respective successors and assigns of the Trustee and Agent.

**25. PROPER LAW:** This Declaration of Trust will be governed by and construed in accordance with the laws of Ontario, the Applicable Tax Legislation and any other laws of Canada, which may be applicable.

**26. ENGLISH LANGUAGE:** The parties hereto have requested that this Declaration of Trust and all related documents be written, and the Account be established, in English. Les parties ont demandé que la déclaration de fiducie et tous documents y afférents soit rédigés, et le compte soit établi, en anglais.

## **D. COMPLAINTS**

### **CLIENT SATISFACTION AND COMPLAINT RESOLUTION**

At Manulife Securities Investment Services Inc. (“Manulife Securities”), we believe that complaint resolution is important. It is incumbent upon us to respond to complaints promptly, accurately and with the utmost courtesy. We provide clients and prospective clients with accessible means with which to communicate their complaint and we will provide a response to a complaint. All complaints and personal information collected, whether written or oral, is handled in a timely, professional and confidential manner. Our clients are entitled to no less.

Manulife Securities is committed to providing high quality service and products to assist Canadians in making better financial decisions. If clients or prospective clients have any concerns about their account(s) and/or advisor, we want to make sure that these concerns are handled fairly and efficiently. To ensure that your concerns are addressed as quickly as possible, please follow the steps set out below.

#### **Let Us Know**

1. If you have a general inquiry, problem or concern about your account(s) or advisor, contact Manulife Securities’ Head Office or your advisor.

Most problems can be resolved quickly and easily by speaking with your advisor or by contacting a Manulife Securities’ call centre representative.

Call us at: 1-800-991-2121

Email us at: [info@manulifesecurities.ca](mailto:info@manulifesecurities.ca)

#### **Talk To Your Advisor’s Branch Manager or Call Centre Management**

2. If you are not completely satisfied with your advisor’s response or the response you have received from one of our call centre representatives, ask your advisor for his or her

Branch Manager's contact information or the manager of the individual you spoke to in our call centre, so you can contact that individual.

## Still Not Satisfied

3. If you are still not satisfied, you may submit your complaint to the Designated Complaints Officer ("DCO") of Manulife Securities. Please provide the details of your complaint in writing as follows:

Toll-free Fax: 1-877-331-3801

Email: DCO@manulifesecurities.ca

By Mail:

Manulife Securities Compliance Department

**Attention: Designated Complaints Officer**

1375 Kerns Road

P.O. Box 5083

Burlington, ON L7R 0A8

Toll-free Telephone: 1-888-487-1655  
ext. 283385

## The Role Of The DCO

When a complaint is received by the DCO from a client, a prospective client, or a person legally authorized to act on behalf of the client or prospective client (the "complainant"), the DCO will review the complaint and ensure a thorough investigation is conducted in order to properly respond.

## What You Can Initially Expect

4. Upon receipt of your complaint by the DCO, we will send you a formal written acknowledgement no later than 5 business days following receipt of your complaint with a description of the next steps to be taken, as well as other information, including the name of the individual who will be conducting the investigation into your complaint.

## **Investigating Your Complaint**

5. Manulife Securities will gather the facts, information and documentation where possible from the applicable and/or available sources within Manulife Securities and/or elsewhere and objectively consider the complaint. Complaints will not be dismissed based on any predetermined factors, rather each complaint will be considered individually on its own merits. In gathering the facts, Manulife Securities may contact you to request additional information required to resolve the complaint.

## **Our Response To You**

6. Manulife Securities will endeavour to complete its investigation and deliver a substantive response to your complaint within 90 days. Should Manulife Securities not be in a position to provide a response within 90 days, we will inform you of the reasons for the delay and provide you with an estimate as to when you can expect to receive our response.

## **Options Available If You Are Not Satisfied With Our Response**

7. If, after following our complaint resolution process, you remain dissatisfied and wish to pursue your complaint further, external recourse is available to you, through various organizations:

### **Ombudsman for Banking Services and Investments (“OBSI”)**

The OBSI is a free, independent, informal and confidential service for resolving investment disputes impartially. The OBSI can be reached as follows:

Toll-free Telephone: 1-888-451-4519

Toll-free Fax: 1-888-422-2865

Email: [ombudsman@obsi.ca](mailto:ombudsman@obsi.ca)

In Writing:

**Ombudsman for Banking Services and Investments**

401 Bay Street, Suite 1505

P.O. Box 5

Toronto, ON M5H 2Y4

**Mutual Fund Dealers Association of Canada  
("MFDA")**

For residents of all provinces (excluding Québec) and territories, the MFDA regulates all mutual fund dealers in Canada, including Manulife Securities. The MFDA can be reached as follows:

Toll-free Telephone: 1-888-361-6332

Toll-free Fax: 1-888-466-6332

Email: [complaints@mfd.ca](mailto:complaints@mfd.ca)

In writing, using the complaint form which is available on the MFDA website at [www.mfda.ca](http://www.mfda.ca).

**For Residents of Québec**

The Autorité des marchés financiers ("AMF") are Québec's financial sector regulator. You can request that a copy of your complaint file be transferred to the AMF after completing our complaint handling process or after 90 days of receipt of your complaint by Manulife Securities. The AMF can be reached as follows:

Toll-free Telephone: 1-877-525-0337

Email: [renseignementsconsommateur@lautorite.qc.ca](mailto:renseignementsconsommateur@lautorite.qc.ca)

Web: [www.lautorite.qc.ca](http://www.lautorite.qc.ca)

**Legal Action**

You also have the option of pursuing your complaint by commencing legal proceedings in the province or territory where you reside. You should be aware that each province and territory has legal time limits for taking legal action. Your legal counsel can advise you on your options and recourse available.

# **MFDA CLIENT COMPLAINT INFORMATION FORM MUTUAL FUND DEALERS ASSOCIATION OF CANADA**

## **Client Complaint Information Form**

Clients of a mutual fund dealer who are not satisfied with a financial product or service have a right to make a complaint and to seek resolution of the problem. MFDA Member dealers have a responsibility to their clients to ensure that all complaints are dealt with fairly and promptly. If you have a complaint, these are some of the steps you can take:

- Contact your mutual fund dealer. Member firms are responsible to you, the investor, for monitoring the actions of their representatives to ensure that they are in compliance with by-laws, rules and policies governing their activities. The firm will investigate any complaint that you initiate and respond back to you with the results of their investigation within the time period expected of a Member acting diligently in the circumstances, in most cases within three months of receipt of the complaint. It is helpful if your complaint is in writing.
- Contact the Mutual Fund Dealers Association of Canada (“MFDA”), which is the self-regulatory organization in Canada to which your mutual fund dealer belongs. The MFDA investigates complaints about mutual fund dealers and their representatives, and takes enforcement action where appropriate. You may make a complaint to the MFDA at any time, whether or not you have complained to your mutual fund dealer. The MFDA can be contacted:
  - o By completing the on-line complaint form at [www.mfda.ca](http://www.mfda.ca)
  - o By telephone in Toronto at (416) 361-6332, or toll free at 1-888-466-6332

- o By e-mail at [complaints@mfda.ca](mailto:complaints@mfda.ca)<sup>1</sup>
- o In writing by mail to 121 King Street West, Suite 1000, Toronto, ON M5H 3T9 or by fax at (416) 361-9073

<sup>1</sup> You may wish to consider issues of internet security when sending sensitive information by standard e-mail.

## **Compensation:**

The MFDA does not order compensation or restitution to clients of Members. The MFDA exists to regulate the operations, standards of practice and business conduct of its Members and their representatives with a mandate to enhance investor protection and strengthen public confidence in the Canadian mutual fund industry. If you are seeking compensation, you may consider the following:

- Ombudsman for Banking Services and Investments (“OBSI”): After the dealer’s Compliance Department has responded to your complaint, you may contact OBSI. You may also contact OBSI if the dealer’s Compliance Department has not responded within 90 days of the date you complained. OBSI provides an independent and impartial process for the investigation and resolution of complaints about the provision of financial services to clients. OBSI can make a non-binding recommendation that your firm compensate you (up to \$350,000) if it determines that you have been treated unfairly, taking into account the criteria of good financial services and business practice, relevant codes of practice or conduct, industry regulation and the law. The OBSI process is free of charge and is confidential. OBSI can be contacted:
  - o By telephone in Toronto at (416) 287-2877, or toll free at 1-888-451-4519
  - o By e-mail at [ombudsman@obsi.ca](mailto:ombudsman@obsi.ca)

- Legal Assistance: You may consider retaining a lawyer to assist with the complaint. You should be aware that there are legal time limits for taking civil action. A lawyer can advise you of your options and recourses. Once the applicable limitation period expires, you may lose rights to pursue some claims.
- Manitoba, New Brunswick and Saskatchewan: Securities regulatory authorities in these provinces have the power to, in appropriate cases, order that a person or company that has contravened securities laws in their province pay compensation to a claimant. The claimant is then able to enforce such an order as if it were a judgment of the superior court in that province. For more information, please visit:

Manitoba: [www.msc.gov.mb.ca](http://www.msc.gov.mb.ca)

New Brunswick: [www.nbsc-cvmnb.ca](http://www.nbsc-cvmnb.ca)

Saskatchewan: [www.sfsc.gov.sk.ca](http://www.sfsc.gov.sk.ca)

- Québec: The Autorité des marchés financiers ("AMF") pays indemnities to victims of fraud, fraudulent tactics or embezzlement where those responsible are individuals or firms authorized to practice under the legislation governing the provision of financial services in Quebec. It also rules on the eligibility of claims and sets the amount of the indemnities to be paid to victims. Consumers can thus be compensated to a maximum of \$200,000 per claim, through funds accumulated in a financial services compensation fund. For more information, please visit [www.lautorite.qc.ca](http://www.lautorite.qc.ca).

## **E. MFDA INVESTOR PROTECTION CORPORATION**

### **MFDA INVESTOR PROTECTION CORPORATION**

Sponsored by the  
Mutual Fund Dealers Association of Canada

### **INVESTOR PROTECTION FOR MUTUAL FUND DEALER BANKRUPTCY**

*The following is a general description of the coverage provided by the MFDA Investor Protection Corporation. Full details of coverage and how customer claims are handled are available in our policies and procedures on our web site at [www.mfda.ca](http://www.mfda.ca) or call us at 416-361-6332 or toll free at 1-888-466-6332.*

#### **About the MFDA Investor Protection Corporation (IPC)**

IPC exists to provide compensation to you if your assets are unavailable because your mutual fund dealer becomes bankrupt. The IPC is sponsored by the Mutual Fund Dealers Association of Canada (MFDA) and coverage is automatic when you become a customer of a MFDA Member. There are no fees to you, the investor.

#### **Amount of coverage**

Coverage is in the amount of up to \$1 million per customer account in respect of the loss of customer property held by a MFDA Member. Most customers will have two "accounts" for coverage purposes, a general account and a separate account (see covered assets and accounts below), that are each eligible for up to \$1 million coverage.

#### **Covered assets and accounts**

IPC protection extends, within its limits, to cash, securities, segregated funds and certain other property held by a MFDA Member. Customers with accounts in Quebec are not covered by IPC.

Each of your non-registered accounts held at the insolvent firm will be aggregated as one general account to the extent that the accounts are held in the same capacity and circumstances.

Some accounts at the insolvent firm are considered separate accounts. These include registered retirement plan accounts such as RRSPs, RRIFs, LIRAs, etc. which will be combined into one separate account for coverage purposes.

### **Losses not covered**

The IPC covers losses arising as a result of the insolvency of a MFDA Member. **Losses caused by other reasons such as the change in the market value of mutual fund securities, unsuitable investments or default of an issuer of a security are not covered.**

Customer assets not held by the MFDA Member, or not recorded in a customer's account as being held by a MFDA Member (such as mutual fund securities that are registered directly in your name with the mutual fund company) are not eligible for IPC coverage, unless the asset is otherwise in the custody or control of the Member.

### **Transfer of assets**

In some cases in the event of your MFDA Member's insolvency, your assets will be transferred to another securities firm or MFDA Member. This permits continued access to your account holdings without having to claim them in an insolvency.

### **Making a claim**

Claims of a customer of an insolvent MFDA Member should be made directly to the trustee in bankruptcy or the receiver, if one has been appointed. The IPC may rely on the trustee in bankruptcy under the Bankruptcy and Insolvency Act (Canada) or on the receiver under applicable law in determining the amount and eligibility of your claim. You must file a proof of claim within 180 days of the date of bankruptcy or insolvency or by the date established by the receiver or trustee.

## **Guarding against insolvencies**

Mutual fund dealer bankruptcy is a rare occurrence. The IPC relies on the adequacy of the MFDA's prudential regulation. The MFDA has experience in identifying certain conditions or activities that may indicate financial difficulties and carries out this monitoring on a continuous basis.

## **Where this protection comes from**

The IPC maintains a fund to which each MFDA Member contributes. The IPC assesses each Member according to certain criteria and in consultation with the MFDA. The principle is that MFDA Members are to be collectively responsible for the payments of client losses arising as a result of the insolvency of a MFDA Member.

If a Member's insolvency depletes the cash of the IPC, the IPC will call on the Members for additional funds. This situation may result in payments made to customers over time, as assessments are collected.

*Additional information can be obtained by contacting the MFDA IPC at:*

**MFDA Investor Protection Corporation  
c/o Mutual Fund Dealers Association of Canada**

121 King Street West

Suite 1000

Toronto, Ontario

M5H 3T9

Tel: 416-361-6332

Toll Free: 1-888-466-6332

Fax: 416-361-9781

Email: [ipc@mfdca.ca](mailto:ipc@mfdca.ca)

Website: [www.mfdca.ca](http://www.mfdca.ca)

## **F. LEVERAGE DISCLOSURE**

### **Disclosure**

#### **Risk of Borrowing to Invest**

Here are some risks and factors that you should consider before borrowing to invest:

#### **Is it Right for You?**

- Borrowing money to invest is risky. You should only consider borrowing to invest if:
  - You are comfortable with taking risk.
  - You are comfortable taking on debt to buy investments that may go up or down in value.
  - You are investing for the long-term.
  - You have a stable income.
- You should not borrow to invest if:
  - You have a low tolerance for risk.
  - You are investing for a short period of time.
  - You intend to rely on income from the investments to pay living expenses.
  - You intend to rely on income from the investments to repay the loan. If this income stops or decreases you may not be able to pay back the loan.

#### **You Can End Up Losing Money**

- If the investments go down in value and you have borrowed money, your losses would be larger than had you invested using your own money.
- Whether your investments make money or not you will still have to pay back the loan plus interest. You may have to sell other assets or use money you had set aside for other purposes to pay back the loan.

- If you used your home as security for the loan, you may lose your home.
- If the investments go up in value, you may still not make enough money to cover the costs of borrowing.

### **Tax Considerations**

- You should not borrow to invest just to receive a tax deduction.
- Interest costs are not always tax deductible. You may not be entitled to a tax deduction and may be reassessed for past deductions. You may want to consult a tax professional to determine whether your interest costs will be deductible before borrowing to invest.

Your advisor should discuss with you the risks of borrowing to invest.

## **G. NOMINEE ACCOUNTS ONLY - NI-54-1010 - COMMUNICATIONS WITH BENEFICIAL OWNERS OF SECURITIES OF A REPORTING ISSUER**

### **Explanation to Clients**

Based on your instructions, your account with us has been established as a Nominee account. This means that the securities in your Nominee account are registered to Manulife Securities Investment Services Inc. or the name of another person or company holding your securities on our behalf with you named as the beneficial owner on the account. The issuers of the securities in your account may not know the identity of the beneficial owner of these securities.

We are required under securities law to obtain your instructions concerning various matters relating to your holding of securities in your account.

### **Disclosure of Beneficial Ownership Information**

Securities law permits reporting issuers and other persons and companies to send materials related to the affairs of the reporting issuer directly to beneficial owners of the reporting issuer's securities if the beneficial owner does not object to having information about it disclosed to the reporting issuer or other persons and companies. Part 1 of the client response form allows you to tell us if you OBJECT to the disclosure by us to the reporting issuer or other persons or companies of your beneficial ownership information, consisting of your name, address, electronic mail address, securities holdings and preferred language of communication. Securities legislation restricts the use of your beneficial ownership information to matters relating to the affairs of the reporting issuer.

If you DO NOT OBJECT to the disclosure of your beneficial ownership information, please mark the first box on Part 1 of the form. In those circumstances, you will not be charged with any costs associated with sending securityholder materials to you.

If you OBJECT to the disclosure of your beneficial ownership information by us, please mark the second box in Part 1 of the form. If you do this, all materials to be delivered to you as a beneficial owner of securities will be delivered by us and therefore, ***the costs associated with this mailing, may be passed on to you and charged to your account.***

## **Receiving Securityholder Materials**

For securities that you hold through your account, you have the right to receive proxy-related materials sent by reporting issuers to registered holders of their securities in connection with meetings of such securityholders. Among other things, this permits you to receive the necessary information to allow you to have your securities voted in accordance with your instructions at a securityholder meeting. Objecting beneficial owners will not receive materials unless they or the relevant issuers bear the costs.

In addition, reporting issuers may choose to send other securityholder materials to beneficial owners, although they are not obliged to do so.

Securities law permits you to decline to receive securityholder materials. The three types of materials that you may decline to receive are:

- a. proxy-related materials, including annual reports and financial statements, that are sent in connection with a securityholder meeting;
- b. annual reports and financial statements that are not part of proxy-related materials; and
- c. materials that a reporting issuer or other person or company sends to securityholders that are not required by corporate or securities law to be sent to registered securityholders.

Part 2 of the client response form allows you to receive all materials sent to beneficial owners of securities or to decline to receive the three types of materials referred to above.

If you want to receive ALL materials that are sent to beneficial owners of securities, please mark the first box on Part 2 of the client response form. If you want to DECLINE to receive the three types of materials referred to above, please mark the second box in Part 2 of the form.

(Note: Even if you decline to receive the three types of materials referred to above, a reporting issuer or other person or company is entitled to deliver these materials to you, provided that the reporting issuer or other person or company pays all costs associated with the sending of these materials. These materials would be delivered to you through your intermediary if you have objected to the disclosure of your beneficial ownership information to reporting issuers.)

### **Preferred Language of Communication**

Part 3 of the client response form allows you to tell us your preferred language of communication (English or French). You will receive materials in your preferred language of communication if the materials are available in that language.

### **Electronic Delivery of Documents**

In time we hope to deliver documents to you electronically. Securities law permits us to deliver some documents by electronic means if the consent of the recipient to the means of delivery has been obtained. If you wish to receive documents by electronic delivery from us, you should complete, sign and return the enclosed consent form with the client response form.

### **Contact**

If you have any questions or want to change your instructions in the future, please contact your Manulife Securities Advisor.

## **H. PRIVACY STATEMENT**

### **Definitions:**

Under this Personal Information Statement, the words "I", "me", "mine", "my", "our", "us", "we", mean the applicant(s). The words "Manulife Securities" includes Manulife Securities Investment Services Inc. and its related affiliates who have responsibility for the administration of my account.

### **Authorization:**

I authorize Manulife Securities to obtain, verify, give, share and exchange personal information about me, now and in the future, with any individuals, financial institutions, business corporations or other parties with whom I have or may have financial or personal dealings, or who hold information about such dealings, such as credit bureaus. I also authorize any person that Manulife Securities contacts under this authorization to provide such information. I authorize Manulife Securities to record my telephone conversations for the administration of my accounts and to maintain quality service levels. If I do not wish that my telephone conversation be recorded, I agree to communicate with Manulife Securities only in writing and request that any response by Manulife Securities be in writing as well.

### **Collecting, using and disclosing my personal information:**

The personal information I provide to Manulife Securities (or Manulife Securities collects with my consent) with respect to my investment application will be protected and maintained in a client investment file with Manulife Securities, or with a related dealer (Manulife Securities Incorporated) if I choose to transfer my accounts.

Manulife Securities may collect, use and disclose my personal information to:

- a) confirm my identity and the accuracy of the information provided by me, or collected with my consent;

- b) conduct searches to locate me and update my contact information in my file;
- c) better understand the history of my financial dealings with Manulife Securities and others and determine my eligibility for products and services which I have applied for or which Manulife Securities offers to me, now or in the future;
- d) properly administer and service any financial services and products that Manulife Securities provides to me;
- e) keep records of instructions given by me over the telephone;
- f) listen to my recorded telephone conversations to maintain quality service levels;
- g) help Manulife Securities understand the current and future needs of its customers;
- h) provide me with details of other financial products offered by Manulife Securities, its affiliates and other select financial product providers; and
- i) comply with legal and regulatory requirements.

Prior to a decision being made on my investment application, I may withdraw my application and this consent and request that any information collected on me be destroyed. Once the investment has been settled, if I withdraw my consent for Manulife Securities to use and disclose my personal information, Manulife Securities may no longer be able to properly administer my products and will have the legal right to require the closure of my investment account (subject to penalties, if applicable). Notwithstanding such withdrawal of consent by me, Manulife Securities may be required by law to maintain and use my personal information for record keeping, tax and financial reporting.

My Social Insurance Number (“SIN”) may be used for tax reporting purposes and other purposes required or permitted by law. Manulife Securities may also use my SIN as a unique identifier to keep my personal information separate from that of other customers with similar names, for internal and external matching of my personal records against records exchanged with third parties that I have consented to and to maintain the integrity and accuracy of my personal information. I may withdraw my consent for Manulife Securities to use my SIN for purposes other than required by law, without affecting Manulife Securities’ ability to provide me with its products and services, however, this may affect Manulife Securities’ ability to fully ensure the accuracy and integrity of my personal information maintained in my investment file.

Before Manulife Securities collects, uses, and discloses my personal information for any other purpose, Manulife Securities will explain the purpose to me and seek my consent.

### **Withdrawing my consent:**

Subject to any legal and contractual restrictions described above, I may withdraw my consent to Manulife Securities’ collection, use and disclosure of my personal information, at any time. To do so, I may call Manulife Securities toll free at 1-800-991-2121 or write to Manulife Securities Investment Services Inc.; 1375 Kerns Road, P.O. Box 5083, Burlington, Ontario, L7R 0A8. I understand that the withdrawal of certain kinds of consent may delay or preclude the opening of my account(s). If I wish to withdraw my consent after opening my account, six to eight weeks is generally required to process my request.

### **Who may access my personal information:**

Access to my personal information, which includes any details of the denial of my application, will be limited to:

- a) Manulife Securities’ employees and representatives and their delegates, in the

performance of their duties for Manulife Securities;

- b) Manulife Financial employees and Manulife Securities 'affiliates' employees when resolving my concerns about any related product offerings;
- c) Fund companies or other issuers of investments named in any forms completed for my benefit;
- d) service providers used by Manulife Securities, in the performance of their duties for Manulife Securities;
- e) those to whom I gave permission; and
- f) those authorized by law.

### **My right to access my personal information or to receive additional information:**

I understand that I may review Manulife's Privacy Principles and Practices online at [www.manulife.ca](http://www.manulife.ca) under the heading Privacy Policy. I may also obtain a copy by calling Manulife Securities' Customer Service Centre at the number indicated above. I may request additional information or request access to my personal information in my file at any time, subject to the restrictions provided by law, and ask that any inaccurate or incomplete information be corrected. To do so, I may send a written request with details to the Privacy Officer at the following address:

Privacy Officer  
Manulife Securities Investment Services Inc.  
1375 Kerns Road P.O. Box 5083  
Burlington, Ontario  
L7R 0A8

### **Service providers**

Manulife Securities may use external and related service providers for services such as printing services, mail services, distribution services, information technology services, administrative services, and

marketing services. Manulife Securities may change service providers or enter into an agreement with new service providers. Where personal information is provided to Manulife Securities' service providers, to perform the various services they provide, Manulife Securities will contractually require them to protect the personal information in a manner that is consistent with Manulife Securities' privacy policies and practices.

## **Other product offerings**

From time to time, Manulife Securities may offer or promote its other financial products, those of its affiliates, and those of select third parties associated with Manulife Securities. These other financial product offerings could include for example, securities, insurance products, loan and investment products, credit card products and reward programs, which Manulife Securities believes may be of interest to me. Manulife Securities will not disclose any of my personal information to other external parties, for the purpose of the other parties marketing their own products directly to me, without my consent.

I may withdraw my consent to use my personal information for the purpose of receiving additional product offerings, at any time. I understand that this will not affect Manulife Securities' ability to continue to provide me with the services I have requested, but will exclude me from receiving direct target marketing or special offers on other products and services. This will not limit the information Manulife Securities may send to me from time to time with my statements or information Manulife Securities provides to me when I contact Manulife Securities.

# I. CONSENT TO ELECTRONIC DELIVERY OF DOCUMENTS

## Consent to Electronic Delivery of Documents

**Definition:** Where an account is held in the name of more than one person, any reference to "I", "me", and "my" includes a reference to each such persons.

I have read and understand this "Consent to Electronic Delivery of Documents" (**Consent**), and I hereby provide my consent to the electronic delivery of Documents (as defined below) by Manulife Securities to me in accordance with this Consent and the Terms and Conditions contained herein.

**Consenting to the electronic delivery of Documents:** By consenting to receive Documents electronically I understand that:

- My consent to receive electronic delivery of Documents takes effect immediately, although depending on the date of my consent, I may continue to receive one or more paper Document(s) in the mail.
- A paper copy of my Documents will no longer be mailed to me.
- While I am a Manulife Securities client, the electronic copies of my Documents are accessible and can be viewed, saved and printed by me at my discretion for up to 24 months following receipt of such Documents.
- If my account is owned jointly with another person(s), any one of us may consent to receive or cancel electronic delivery of Documents. The Consent shall apply to all owners of an account. Where a joint account owner provides consent to electronic delivery, an initial notice letter will be

issued to all joint account owners regarding the change to electronic delivery. Thereafter, an email notice sent to one joint account owner is considered notice to all joint account owners.

**Consent not mandatory:** I understand that I am not required to consent to electronic delivery of Documents.

**Revocation of Consent or Termination:**

I understand that I can revoke my Consent or make changes to my delivery instructions by notifying my Manulife Securities Advisor in writing. My revocation or restriction of this Consent, or my request for paper delivery of my Documents going forward will not affect the legal validity of any electronic communication provided while this Consent was in effect.

Notwithstanding the above, Manulife Securities, at its sole discretion may terminate the electronic delivery of my Documents at any time and without prior notice to me, and resume paper delivery.

**Electronic delivery process:** Electronic delivery of Documents will be provided through Manulife Securities' Online Client Access interface. I will be notified through my personal email address (as provided by me to Manulife Securities) when Documents are available for me to access, which I advise Manulife Securities that I will do. I can then access the Document through Manulife Securities' Online Client Access.

**Confidentiality:** With regard to the confidentiality of my personal information, I acknowledge that I have read and understand the Manulife Financial Canadian Division Privacy Policy available from the Manulife Securities' website at [www.manulifesecurities.ca](http://www.manulifesecurities.ca).

## Terms and Conditions

**Documents:** The Documents covered by this Consent include but are not limited to the following (as may be available in electronic form):

- Client Account Statements
- Trade Confirmations
- Tax slips
- Other client notifications, as may be permissible

**Reviewing my electronic documents:** In accordance with my Client Account Agreement, every confirmation, statement or other communication sent by Manulife Securities to me shall be deemed to have been acknowledged as correct, approved and consented to by me unless Manulife Securities has received written notice to the contrary within 45 days after it is sent to me.

**Technical requirements:** In order to view an electronic copy of my Documents, I will require access to Manulife Securities' Online Client Access. If I do not have access, I will contact my Manulife Securities Advisor.

**Hardware and software requirements:** In order to access and retain Documents, I will need the following computer hardware and software:

- computer/device with an internet connection;
- commonly supported internet browser that supports 128-bit encryption; and
- sufficient storage space to save past Documents or an installed printer to print them.

The technical requirements to access or view Documents may change, but are currently viewable in .pdf format.

Manulife Securities accepts no responsibility for the provision of hardware or software to access Documents.

**Personal information:** I understand that I am solely responsible for the content and accuracy of the personal information that I submit using Manulife Securities' Online Client Access, including, but not limited to, my email address, and further, that Manulife Securities takes no responsibility for any review of the accuracy thereof. The personal information that I have submitted and which is submitted at any time hereafter is my own and I am the sole user of the username and password assigned to me.

**Disclosure of login information:** I will notify my Manulife Securities Advisor immediately in writing and no later than 24 hours after I discover that my Manulife Securities' Online Client Access username and password have been disclosed to, obtained by, or used by someone other than myself.

**Delivery failure:** If I am unable to retrieve a Document through Manulife Securities' Online Client Access, or if email notification or electronic delivery fails, I shall promptly notify my Manulife Securities Advisor of such electronic delivery failure, and upon my request and at no cost to me, I will be provided with a paper copy of the Document that failed to be delivered electronically.

If repeated attempts to notify me via the email address that I provided to Manulife Securities remain unsuccessful, Manulife Securities reserves the right to terminate the electronic delivery of Documents service and deliver the Document to me via regular mail. I will be able to consent to electronic delivery again once I have supplied Manulife Securities with an updated email address. Manulife Securities accepts no responsibility for the reliability of my personal email address, and shall not be held liable in any way whatsoever for any losses or missed opportunities because email notification of my Document availability may not have been received in a timely manner or at all.

**Option to request paper delivery:** Upon written request to my Manulife Securities Advisor, Manulife Securities will provide a paper copy of my Documents that were previously delivered electronically to me.

**Changes to Terms and Conditions:** Manulife Securities may change these Terms and Conditions at any time. Electronic notification will be provided in my Documents or sent to the same email address as provided by me for the receipt of my Documents. I agree to be bound by any future changes to these Terms and Conditions.





## **Manulife Securities**

1375 Kerns Road, P.O. Box 5083  
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## **Manulife Securities Investment Services Inc.**

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