

Important client information

Manulife Securities Investment Services Inc.



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A. RELATIONSHIP DISCLOSURE

This Relationship Disclosure contains important information about the products and services we offer, the nature of your account(s) and the manner in which it operates, and our responsibilities to you. You will receive a copy of this Relationship Disclosure when you open your account(s) with us or before we begin providing advice or trading services to you. We will notify you if any significant change is made to this Relationship Disclosure.

1. WHO WE ARE

(a) Manulife Securities Investment Services Inc.

Manulife Securities Investment Services Inc. (Manulife Securities) is a member of the Mutual Fund Dealers Association of Canada (MFDA) and the MFDA Investor Protection Corporation (MFDA IPC). 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.

(b) Manulife relationships

Manulife Securities is an indirectly, wholly-owned subsidiary of Manulife Financial Corporation (MFC), a financial services group with principal operations in Asia, Canada and the United States. MFC is a publicly traded company with global headquarters in Canada. MFC owns The Manufacturers Life Insurance Company (MLI), a financial services organization offering a diverse range of protection, estate planning, investment and banking solutions, through a diversified, multi-channel distribution network. MLI owns Manulife Securities and its sister companies, Manulife Securities Incorporated (an investment dealer) and Manulife Securities Insurance Inc. (an insurance distribution organization, operating as a national account agency). MLI also owns Manulife Bank of Canada, a federally chartered Schedule I bank, which in turn owns Manulife Trust Company, a federally chartered trust company. Manulife Securities' Capital Markets Group provides a full range of financial advisory services to established companies within the Canadian capital markets and may, in the course of normal business operations, act as agent, underwriter or selling group member for certain issuers.

MLI indirectly owns Manulife Investment Management Limited (Manulife Investment Management). Manulife Investment Management is the manager of the Manulife mutual funds and exchange-traded 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 a new account application form, you acknowledge the relationships described above and you consent to an investment in a Manulife mutual fund.

John Hancock Life Insurance Company (U.S.A.) (John Hancock) is indirectly owned by MFC. John Hancock and its subsidiaries offer a broad range of financial protection products and wealth management services, including open-end and closed-end investment funds. In addition, John Hancock Advisers, LLC, an indirect subsidiary of John Hancock doing business as John Hancock Investments, acts as the investment advisor to John Hancock's exchange traded funds.

Whitecap Resources Inc., an unaffiliated oil company in Alberta, acquired NAL Resources Limited (NAL) from The Manufacturers Life Insurance Company in an all-stock transaction that closed on January 4, 2021. On the closing date, Whitecap issued MLI 58.3 million Whitecap shares in exchange for all NAL shares. MLI owns approximately 12.5% of the combined entity, and has entered into a lock-up agreement for periods of 12, 15 and 18 months from the closing date of the transaction, with one-third to be released from lock-up after each period.

2. OUR PRODUCTS AND SERVICES

As a registered mutual fund dealer, Manulife Securities is only permitted to sell a limited range of products. Our investment products include:

- Mutual funds
- Government of Canada and Canadian provincial bonds
- High-interest savings accounts, GICs, and Principal Protected Notes (PPNs)
- Registered plans (RRSPs, RRIFs, TFSAs, RESPs, and all types of locked-in plans)

The account types we offer include:

- Commission-based
- Fee-based (our Premier Investment Program)

Manulife Securities is responsible for completing due diligence on, and assessing, products and determining which products to approve. Once a product has been approved, Manulife Securities will monitor for significant changes to each product that we offer. In addition to this due diligence, your advisor is required to understand the products that are being traded for you or recommended to you, including the structure, features, risks, initial and ongoing costs as well as the impact of those costs on the return on your investment. This is known in the securities industry as Know Your Product requirements.

We offer both proprietary products and third-party products. A product is considered a proprietary product if Manulife Securities is related or connected to the issuer of the security, or if Manulife Securities or one of its affiliates is the investment fund manager or portfolio manager of the issuer of the security (for instance, Manulife mutual funds). The proprietary products we sell are subject to the same due diligence review process as the third-party products that we sell and our advisors earn the same portion of commission for the sale of proprietary products as they do on the sale of third-party products.

Most of the products we offer can be redeemed or sold in a reasonable amount of time with no restrictions and little to no impact on price. However, we do offer products that may be difficult to redeem or sell. This may be because they are illiquid (not regularly traded), do not permit resale or redemptions or only permit redemptions back to the issuer. This could mean that you have to sell these products at a lower price in order to find a willing buyer or you may be unable to sell the security. A product's resale and redemption restrictions or procedures will be outlined in the product's offering documents. Products that may be difficult to redeem or sell include GICs, market-linked GICs, labour-sponsored investment funds, and principal-protected notes prior to their maturity or end of term.

We offer accounts in Nominee Name and Client Name. Investments in Nominee Name are held in Manulife Securities' name acting as agent for your account(s). Investments in Client Name are registered in your name directly on the books and records of the fund company maintained by or on behalf of the manager of the mutual fund.

Introducing/carrying dealer arrangement

Manulife Securities also offers accounts where B2B Bank Financial Services Inc. (B2B) acts as the carrying dealer for the account. You will know that B2B acts as the carrying dealer for your account if you filled out a B2B account application form at the time of account opening and you regularly receive an official account statement from B2B.

Manulife Securities has entered into an introducing / carrying dealer arrangement with B2B where Manulife Securities acts as the introducing dealer and B2B acts as the carrying dealer. As the introducing dealer, Manulife Securities is responsible for approving and opening your account(s), including the application of Know Your Client rules, supervising your advisor and ensuring that the investments and trading activity in your account(s) is suitable for you, facilitating the deposit and withdrawal of your cash and ensuring that the operation of your account(s) complies with other regulatory requirements. As the carrying dealer, B2B is responsible for trade execution and for settling trades (both of which Manulife Securities may do in certain circumstances), custody of your cash and securities and issuing account statements, trade confirmations, performance reports, charges and compensation reports and most tax reporting.

Trustee disclosure

Manulife Trust Company (the "Trustee") is the trustee of Manulife Securities' registered plans. The Declaration of Trust attached to the registered plan application form is the contract governing your registered plan. The Trustee has appointed Manulife Securities as its agent, and may appoint other agents to provide services to your registered plans in compliance with the Declaration of Trust.

3. CONFLICTS OF INTEREST

Understanding conflicts of interest

At times, our interests as a financial services firm and those of our representatives may be inconsistent with your interests as our client. We have adopted policies and procedures to assist in identifying and addressing these material conflicts of interest. All material conflicts of interest will be addressed in your best interests and will be disclosed to you in a timely manner. If we cannot effectively address a material conflict in your best interests, or the conflict is otherwise prohibited by law, we avoid it.

We inform you about actual, potential or perceived material conflicts so you can better understand them and assess how they may impact you. Examples of conflicts of interest are when:

- Manulife Securities, or your advisor has financial or other interests that are inconsistent with your best interests as a client;
- Manulife Securities, or your advisor, may be influenced to put their own interests ahead of your interests.

Conflict of Interest Disclosure

The following table discloses all of the actual, potential or perceived material conflicts of interest that apply to our relationship with you and explains the nature and extent of the conflict; how the conflict could impact you or be a risk to you; and how we address the conflict.

Conflict of Interest	How the conflict affects you	How we address the conflict
Relationship between Manulife Securities Investment Services Inc. ("Manulife Securities") and other Manulife companies	Manulife Securities is indirectly, wholly-owned by Manulife Financial Corporation (MFC), an international financial services organization. MFC is also the ultimate parent company of Manulife Investment Management Limited, the manager of the Manulife Mutual Funds and Manulife ETFs, and Manulife Bank of Canada. This common ownership may create the perception that we will act in the best interests of the Manulife group of companies, and not in our clients' best interests.	While the Manulife group of companies, as a whole, earns more revenue when we sell Manulife products over other third-party products, our advisors earn the same portion of commission for the sale of proprietary products as they do on the sale of third-party products. The proprietary products we sell are subject to the same level of selection criteria and product review processes as the third-party products we sell. We are not permitted to purchase Manulife mutual funds, or the securities of related and connected issuers, without your consent. If you wish to transfer your assets out of Manulife Securities and into another member of the Manulife group of companies, we will waive our usual fees for transferring your assets as Manulife, as a whole, continues to benefit from you remaining a client.

Conflict of Interest	How the conflict affects you	How we address the conflict
<p>Advisor compensation</p>	<p>Our advisors are compensated for the products they sell to you and the advice they provide to you. Different products pay different levels of compensation and we may be influenced to recommend products with higher compensation.</p> <p>Manulife Securities offers commission-based and fee-based accounts. The charges and commissions related to your investments and account(s) vary depending on account type, your investments, the type of activity in your account and the programs you choose to participate in. You may pay more or less fees, and your advisor may earn more or less commission, in different account types for similar investments depending on the amount you have invested and the program fees, where applicable, that you and your advisor have agreed to. Fee-based accounts should only be recommended when they are in the best interests of the client, considering the client's trading activity, investment needs and objectives. It is a conflict of interest for an advisor to recommend a fee-based account for a client when it is not in their best interests.</p> <p>There is an inherent conflict of interest when Manulife Securities trades in, or recommends, Manulife products (also referred to as proprietary products) as the Manulife group of companies, as a whole, earns more revenue when we sell Manulife products over other third-party products. This may lead to the perception that our recommendations to buy proprietary products are influenced by factors other than our client's best interest.</p> <p>It is a conflict of interest for dealers, like Manulife Securities, to create incentives for advisors to sell certain products over others, or to have sales and revenue targets as this may influence advisors to put their interests ahead of their clients' interests.</p>	<p>Before entering into a transaction, we are required to disclose to you the commissions and other compensation we will receive from the transaction. Our advisors can only sell products that have been reviewed and approved by Manulife Securities and we will not approve a product if the costs to the client are not competitive or abnormally high.</p> <p>Advisors must assess the suitability of different account types and programs and recommend the account type or program that puts the client's interests first. Advisory Services Compliance reviews our accounts and fee schedule documents to ensure that our clients are in suitable account types or programs and are receiving services that support the fees being charged.</p> <p>Our advisors receive the same portion of commission for the sale of proprietary products as they do on the sale of third-party products. The proprietary products we sell are subject to the same level of selection criteria and product review processes as the third-party products we sell. An explanation of the fees associated with different products can be found in section 10. Manulife Securities will also waive its annual nominee registered retirement account administration fee for clients who hold \$50,000 or more of Manulife mutual funds across all Manulife Securities accounts, at the time the annual fee is determined, to reduce the amount that the Manulife group of companies, as a whole, is earning from you. We disclose this Administration Fee waiver to all clients in our Administration and Services Fee brochure.</p> <p>We do not have incentives for our advisors to sell certain types of products or the products of certain manufacturers over others, and we do not have annual sales or revenue targets. We have several awards and recognition programs to celebrate our outstanding advisors. Advisor qualification differs by program, but is generally based on a combination of the amount of assets they manage and the amount of commissions they generate. Advisory Services Compliance has a process for monitoring advisor compensation levels to identify advisors who may be engaged in inappropriate sales practices to increase their compensation level or to qualify for our awards and recognition programs.</p>

Conflict of Interest	How the conflict affects you	How we address the conflict
Referral arrangements	<p>Paid referral arrangements, where an advisor receives compensation for referring a client to another party, are an inherent conflict of interest. The payment of compensation may lead an advisor to make a referral, even when the referral is not in the client's best interests.</p>	<p>Manulife Securities has referral arrangements in place with various investment counsel/portfolio managers.</p> <p>We also have a referral arrangement in place for mortgage and bank products with Manulife Bank of Canada and its wholly-owned subsidiary, Manulife Trust Company. For referrals made to Manulife Bank of Canada, advisors receive a one-time referral fee and may also receive an ongoing referral fee if they meet certain qualifications, as determined by Manulife Bank of Canada, based on referral targets they set for products and product balances.</p> <p>Before referring you to any other party, your advisor is required to ensure that the referral is in your best interests. Before or at the time of referral, your advisor will provide you with a disclosure document outlining important information about the referral arrangement including the amount of the referral fee that will be paid to your advisor for making the referral (or how the referral fee will be calculated). If you are being referred to an investment counsel/portfolio manager, we will disclose to you the investment management fees you can expect to pay. These investment management fees may be more than what you would pay in commissions and fees as a client of Manulife Securities and investment management fees will be different depending on the investment counsel/portfolio manager you are referred to. We require your consent before we can refer you and you are not obligated to agree to being referred.</p> <p>Manulife Securities does not enter into referral arrangements with non-securities persons or companies with the exception of our referral arrangement with Manulife Bank of Canada. Advisors are not permitted to engage directly in paid referral arrangements with non-securities persons or companies.</p>
Advisor's outside activities	<p>Your advisor must conduct all securities-related business through Manulife Securities. If your advisor offers other products and services, these are activities conducted outside of your advisor's registration with Manulife Securities (known as outside activities). Outside activities can create conflicts of interest if the activity impacts the advisor's ability to provide unbiased advice in the best interests of the client; if the advisor earns compensation from the activity; if the activity requires too much of the advisor's time; if it is likely to cause client confusion; or by nature of the position and the degree of influence the advisors holds.</p>	<p>Manulife Securities is required to pre-approve and monitor all outside activities that our advisors engage in. We consider issues relating to existing or potential conflicts of interest when determining whether to permit an outside activity. Conflicts that cannot be resolved in the client's best interests will not be permitted (meaning the advisor will have to stop engaging in the outside activity or will no longer be registered with Manulife Securities). Prohibited outside activities include holding a real estate license and acting as a partner, director or officer of a publicly listed company, while permitted activities include holding an insurance license. Other outside activities are evaluated on a case-by-case basis considering all existing and potential conflicts. If your advisor offers other products or services, you will be provided an outside activities disclosure form describing the activity(ies). Manulife Securities makes no representations or warranties and assumes no liability in connection with any outside activities engaged in by your advisor.</p>

Conflict of Interest	How the conflict affects you	How we address the conflict
Giving and receiving of gifts and business entertainment	When advisors receive gifts, other than gifts of minimal value, from product issuers, mutual fund companies or referral partners, it creates a potential conflict of interest as the receipt of these benefits may affect, or give the perception that it affects, the advisor's ability to give impartial investment recommendations. Gift giving between the advisor and the client may also give rise to concerns of conflicts of interest, favouritism, or suggest a future obligation of the client or advisor.	Manulife Securities has policies and procedures in place that prohibit the giving or receiving of gifts or business entertainment of more than a minimal value between advisors and their clients, and gifts and promotional items and activities to advisors from product issuers, mutual fund companies or referral partners. Advisors must keep a record of any gift received from, or business promotional item or activity paid for by, a product issuer, fund company or referral partner.
Competing interests of clients	Conflicts of interest may arise between clients as conflicting client priorities and interests make it difficult to resolve all conflicts of interest in the best interests of all clients simultaneously.	Manulife Securities has policies and procedures in place to address these competing client interests and to ensure they are resolved in a fair and transparent way.
Client complaints and errors	Manulife Securities may have a potential conflict of interest when responding to a complaint or correcting an error as we could be influenced to correct the error in our own best interests rather than in the client's best interests.	Manulife Securities is committed to handling all complaints in a fair and reasonable manner and in accordance with our complaint handling procedures and Trade Correction Policy. We investigate and respond to all client complaints and if you are not satisfied with our response, you can escalate your complaint to the Ombudsman for Banking Services and Investments or the Mutual Fund Dealers' Association.
Personal Financial Dealings with Clients	It is a conflict of interest for our advisors to engage in any personal financial dealings with clients as this creates the risk that our advisors are putting their own interests ahead of their clients' best interests.	Our advisors are prohibited from lending money to clients, borrowing money or receiving a guarantee in relation to borrowing money, or other assets, from clients. Advisors are also prohibited from investing together with clients, for instance through an investment club or purchasing an asset from clients. Our advisors are also prohibited from having full control or authority over the financial affairs of a client (such as acting as power of attorney, executor, or trustee), except when the client is related to the advisor and the arrangement has been pre-approved by Manulife Securities. These prohibitions are managed through a combination of policies and procedures, training, and ongoing monitoring.
Improper trading practices	Trading to generate increased commission, or churning, is a conflict of interest as the trading is not in the best interests of the client.	Our advisors are prohibited from engaging in manipulative and deceptive trading activities that give a false or misleading appearance of trading activity or that artificially increase or decrease the ask price or sale price, negatively affecting our clients. Our advisors are also prohibited from using their knowledge of client trades for their own benefit, known as frontrunning. These prohibitions are managed through a combination of policies and procedures, training, and ongoing monitoring.
Compensation of certain branch managers	It is a conflict of interest for Manulife Securities' compliance or supervisory staff's compensation to be tied to sales or revenue as this may cause staff to put their interests ahead of the clients' interests.	At some of our Manulife Securities locations, the branch manager is compensated directly by the branch owner. These branches are part of Advisory Services Compliances monitoring and supervision and follow all policies and procedures. Head office compliance provides oversight into the activities of these locations.

Conflict of Interest	How the conflict affects you	How we address the conflict
The use of leverage in clients' accounts	Leverage is when you use borrowed money to purchase securities. There is a potential conflict of interest when clients borrow money to invest as this increases the size of their advisors' book of business and results in higher commissions for the advisor. Along with the increased risks that come with using leverage, there are also increased costs associated with borrowing money, which may mean that using leverage is not in the client's best interest.	Before opening a leverage account, clients are provided with a disclosure document explaining the risks of using borrowed money to invest. Advisory Services Compliance reviews all leverage account applications before an account is approved to ensure that leverage is suitable for the client and conducts annual reviews after the account is opened to ensure it remains suitable. We also monitor trends in leverage account openings by advisor to ensure that our advisors are opening accounts in the client's best interest.
Revenue earned on foreign exchange transactions	Manulife Securities, or a related entity, will carry out a conversion of currency for transactions in currencies other than the currency of your account. This is a conflict of interest as Manulife Securities or a related entity, acting as principal, will earn revenue based on the currency conversion in addition to commissions or other charges earned on the transaction.	We disclose that we earn revenue for the service of foreign exchange transactions in our Important Client Information brochure and on our trade confirmations.

4. ACCOUNT RELATIONSHIP

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

You will have an advisory account relationship with Manulife Securities. In an advisory account relationship, your advisor will give you unbiased advice and recommendations about suitable investments. However, you are responsible for making all investment decisions in your account(s) and must authorize each transaction. An advisory account may be commission-based or fee-based (see section 10 for more information about fees).

What you can expect from Manulife Securities

Manulife Securities' responsibilities to you include:

- providing you with relationship disclosure information
- assessing the suitability of investments in your Manulife Securities account(s) (for more information, please see section 5)
- reporting account activity to you through trade confirmations, account statements, and various other requirements mandated by securities laws and regulations
- providing you with fund facts, prospectuses, offering memoranda, and/or other product disclosure documents where required by law
- supervising advisors and branch managers
- handling any complaints regarding its services in a fair and reasonable manner

The success of our relationship is also dependent on your responsibility to:

- provide your advisor with accurate, up-to-date *Know Your Client* (KYC) information (see section 5)
- carefully and promptly review all communications from Manulife Securities, including trade confirmations and account statements, and promptly inform us of any errors
- actively participate in the account relationship by asking questions and contacting Manulife Securities immediately if you are unsatisfied with the handling of the affairs in your account(s)
- review any and all product disclosure documents, including fund facts, prospectuses and offering memoranda, provided to you in connection with the investments you make in your account(s)

5. SUITABILITY AND KNOW YOUR CLIENT INFORMATION

Manulife Securities and your advisor must assess whether investments in your account(s) are suitable for you. This is accomplished by considering a variety of factors related to your investment goals and personal circumstances. These factors are known in the securities industry as *Know Your Client* or KYC information and are described further below.

It is important that you provide Manulife Securities and your advisor with accurate and up to date KYC information so we can assess the suitability of your investments. **You must ensure your KYC information has been accurately recorded on your account opening documentation and subsequent account-related documentation. You must also promptly inform your advisor whenever there has been a change in your KYC information.** You will receive a copy of the KYC information we obtain from you when you open your account(s) and when you tell us about any material changes to the information.

We need to know the following KYC information, at a minimum, to guide us in our determination regarding suitability:

- **Your personal circumstances** – includes age, contact information, civil status or family situation, employment status or occupation and who has a personal financial interest in your account. If the account is opened for a non-individual (for example, a corporation), we will need information about the corporation including the legal name, address, form of organization and principal business and who is authorized to provide instructions for the account.
- **Your financial circumstances** – includes:
 - **Annual income** – This is the amount of your annual income from all relevant sources
 - **Net worth** – This is the total of all your assets (e.g., house, investments) less liabilities (e.g. debt, mortgage)
 - **Liquidity needs** – This considers the extent to which you wish or need to access all or a portion of your investments to meet expenses, financial obligations or fund major planned expenses
 - **Financial assets** – This includes a breakdown of your financial assets and may include investments that are held outside of Manulife Securities
 - **Leverage or borrowing to invest**

Investment knowledge – This refers to your understanding of investing, investment products, financial markets, their associated risks and limitations and how the level of risk taken affects your potential investment returns. Your investment knowledge will be assessed and categorized as sophisticated, good, limited or poor/nil.

- **Investment needs and objectives** – This includes a discussion of your liquidity needs as well as the financial outcomes you want to achieve with the investments in a particular account. Your investment objectives may include income, short-term capital gains, medium-term capital gains and long-term capital gains. Your account will be designated as having one or a combination of these objectives, which can be described as follows:
 - **Income** – Your main objective is to generate regular income from your investments; you are less concerned with capital appreciation. Investments that will satisfy this objective include bonds and other types of debt securities as well as mutual funds that hold these types of investments.
 - **Short, medium or long-term capital gains** – Your objective is capital appreciation and you do not need to receive regular income from your investments. Investments that may satisfy this objective include mutual funds that invest in equity securities. Short-term capital gains are capital gains you expect to realize in approximately three or less years, while medium-term capital gains are capital gains you expect to realize in four to five years. Long-term capital gains are capital gains you expect to realize in six or more years' time.
- **Investment Time horizon** – This is when you expect to need your investments (e.g., at retirement, to purchase a house, etc.). Your investment time horizon will be assessed based on your liquidity needs, age, investment objectives, risk profile and other personal circumstances. In general, if you have a longer investment time horizon there may be greater flexibility in choosing your investments, whereas if you have a shorter investment time horizon, conservative investments may be your only option.

Risk Profile – Your risk profile is determined by taking the lower of (i) your willingness to accept risk (your risk tolerance); and (ii) your ability to withstand financial loss (your risk capacity).

- **Risk tolerance** – This considers your willingness to accept risk and how comfortable you are with the possibility of losing money on your investments.
- **Risk capacity** – This considers your ability to withstand financial loss in light of your particular circumstances, including your financial circumstances, age, life stage and how much of your total investments an account or investment position represents.

The risk rating of the investments in your account(s) must be consistent with your risk profile. Investment risk levels are described as follows:

- **Low risk** – Investments that have historically below-average price volatility and relatively low rates of return. They can usually be redeemed or sold with little or no impact on price and generally include Government of Canada and provincial bonds, as well as investment funds that invest the majority of their assets in these types of investments.
- **Low-to-medium risk** – Investments that have historically demonstrated low-to-medium price volatility and low-to-medium rates of return. They generally include bond funds and balanced funds.
- **Medium risk** – Investments that have historically demonstrated average price volatility and average rates of return. They can usually be redeemed or sold in a reasonable amount of time with little or no impact on price and generally include investment funds that invest the majority of their assets in high quality corporate and foreign bonds and large capitalization North American stocks.
- **Medium-to-high risk** – Investments that have historically demonstrated medium-to-high price volatility and medium-to-high rates of return. They generally include mutual funds that invest in smaller capitalization companies and specific market sectors or geographic areas.
- **High risk** – Investments that have historically demonstrated above-average price volatility and high rates of return. They can usually be redeemed or sold in a reasonable amount of time with little or no impact on price. In certain situations, however, they could become unexpectedly difficult to redeem or sell at current market prices. They generally include labour-sponsored venture capital funds, funds that invest in specific market sectors, such as science and technology, funds that invest in specific geographic, such as emerging markets, and funds that engage in speculative trading strategies such as derivatives, short selling and leverage.
- **Speculative risk** – Investments that have historically demonstrated above-average price volatility and high rates of return. There may be limited data available to properly assess potential risk or, in the case of investment funds, may include additional risks involving leverage, derivatives or other sophisticated strategies. Speculative investments may be difficult to sell or redeem.

Suitability

Our ongoing suitability analysis begins at the time of account opening. We will determine what type of account (e.g., fee-based, commission-based, etc.) is appropriate for your circumstances. Your advisor will make recommendations to you for suitable investments and you are responsible for making all investment decisions in your account(s). It is important to remember that meeting our suitability determination obligation does not imply or guarantee any particular outcome for your investments.

Before we open an account for you, purchase, sell, deposit, exchange or transfer securities for your account, or take or recommend an investment action for you, your advisor must determine that the action being taken:

- is suitable for you, based on the following:
 - your existing KYC including the risk level of the account
 - your advisor's assessment or understanding of the product
 - your investment portfolio and how the trade would affect the concentration and liquidity in the account and in the product
 - the cost of the product and its impact on the returns on your investment
 - the reasonable range of alternative investments and actions available at the time the determination was made
- puts your interests first

When you are making investment decisions, it is important that you consider the following risks:

- **Concentration risk** - Concentration risk is when you are invested too heavily in a small number of securities. This lack of diversification can result in higher volatility. Since your account(s) is overly exposed to a small number of securities, your account(s) is more sensitive to changes in the value of those securities.
- **Credit risk** - When you purchase a debt security, it represents borrowed money that must be repaid by the issuer to you, the lender, according to the terms of the debt security. Credit risk is the risk that some issuers may not pay back interest or pay back the principal on schedule, which may result in a loss to you as the lender.
- **Interest rate risk** - This is the risk that a potential change in interest rates may affect the value of your credit investment, such as a bond or fixed income product. If you own an investment that pays a fixed interest rate, it may decrease in value if interest rates increase and increase in value if interest rates decrease over the period that you hold the investment.
- **Currency risk** - The risk that changes in the value of the Canadian dollar, as compared to a foreign currency, can affect the Canadian dollar value of securities priced in foreign currencies. This means that if you hold a security priced in a

foreign currency, even if the investment increases in value you may still lose money on your investment once the value of the security is converted into Canadian dollars.

- **Equity securities risk** - Equity securities represent an ownership interest in an entity. The entity is affected by general economic and financial conditions both internally and externally. Unlike debt securities, the entity has no obligation to repay you and your expected return is uncertain. If the entity fails, you may lose all or most of your investment.
- **Foreign investment risk** - The risk that securities issued in a country other than Canada may be exposed to additional risks that are unique that country, such as political risks, economic risks, market or liquidity risks and regulatory risks. These foreign investment risks may cause the investment to fluctuate more in value than Canadian securities.
- **Liquidity risk** - Liquidity refers to how quickly an investment can be bought or sold. Liquidity risk is the risk that you may not be able to convert a security into cash quickly or easily because it isn't regularly traded. As a result, you may have to sell at a lower price in order to find a willing buyer or be unable to sell the security.
- **Specialization risk** - Specialization risk arises when you purchase a security that focuses on a specific type of investment, such as companies in a particular industry, or a particular geography. Like Concentration Risk, the risk is that without diversification, if the specialized industry or geography performs poorly, the security will have greater losses.

If an investment is determined to be unsuitable, your advisor will have a discussion with you and may recommend the investment not be purchased or may recommend that it be sold, as the case may be. Your advisor will also consider whether there have been any material changes in your circumstances that should be reflected in your KYC. If you still wish to purchase an investment that we conclude is unsuitable, we will, on a case-by-case basis, decide whether to proceed with the transaction.

Manulife Securities and your advisor will ensure that any action taken, recommendation given, or decision made, for you is suitable and puts your interests first, including when:

- an order is accepted or a recommendation is made
- you transfer, withdraw or deposit assets into your account(s)
- Manulife Securities becomes aware of a change in an investment held in your account that could result in the investment or the account no longer satisfying a suitability determination
- there is a change in your advisor
- Manulife Securities or your advisor becomes aware of a material change to your KYC information
- we review your KYC information with you, which we are required to do, at a minimum, every 36 months

Manulife Securities and your 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, contact your advisor to request a review of your account(s).

Trusted Contact person

During the KYC process, we will ask you for the name and contact information of a trusted contact person. A trusted contact person is someone that you authorize us to contact when we have concerns about your mental capacity and ability to make decisions on financial matters or we suspect that you might be being financially exploited. We may also contact your trusted contact person for information such as your contact information (after multiple attempts at trying to contact you directly) or the name and contact information of your legal representative (if any). If we need to contact your trusted contact person, we will try to notify you in advance and will only share as much information with them as is necessary for the trusted contact person to be able to help you. Your trusted contact person cannot make investment decisions for your account(s) and does not replace your power of attorney (if any). We are permitted to place a temporary hold on your account(s) if:

- we believe that financial exploitation has occurred, is occurring, has been attempted or will be attempted and that you have an illness, impairment, disability or aging-process limitation that places you at risk of financial exploitation; or
- we believe that you lack the mental capacity and ability to make decisions on financial matters

A temporary hold means you will not be able to sell or purchase securities in your account(s) or withdraw or transfer cash out of your account(s). Prior to placing a temporary hold, we are required to:

- document what led us to place (or continue) the temporary hold and review these facts and any new facts on a frequent basis to determine whether continuing the temporary hold is appropriate
- notify you of the temporary hold and our reasons for placing it as soon as possible
- within 30 days of placing the temporary hold, and every 30 days while the temporary hold is in place, either revoke the temporary hold or provide you with notice of our decision to continue the temporary hold and our reasons supporting that decision

6. OPERATION OF YOUR ACCOUNT(S)

The operation of your Manulife Securities account(s) is governed by the terms included in your new account application form and the Client Account Agreement. Depending on the type of account you have or the program in which you are enrolled, your account will also be governed by the terms of the Premier Investment Program application or Premier Fee Agreement form for the Premier Investment Program. If you have a registered account, your registered plan will be governed by the Declaration of Trust attached to the registered plan application form. All applicable agreements and contracts will be provided to you upon the opening of your account(s).

You are responsible for carefully reading and ensuring you understand and agree to all account opening documentation and subsequent account-related documentation, prior to signing.

7. ACCOUNT REPORTING

Manulife Securities will provide you with trade confirmations and account statements. It is important that you carefully review each trade confirmation and account statement and inform Manulife Securities promptly if there are any errors or discrepancies or if you have any questions or concerns.

Trade confirmations

You will receive a trade confirmation from Manulife Securities for each trade in your account(s). For trades that are part of an automatic payment plan (PAC), systemic withdrawal plan (SWP) or dollar-cost averaging plan (DCA), you will only receive a trade confirmation for the initial trade and not for subsequent trades.

Account statements

We will send you a quarterly statement for each of your Nominee Name and/or Client Name accounts. Account statement(s) will include details about the activity in your account(s) since your last statement(s), including: the total market value of all cash and investments in the account at the beginning and the end of the period; all deposits, credits, withdrawals and debits in the account during the period; the name, quantity, market value and total market value of each investment position in the account; the name, quantity, price and total value of each purchase, sale or transfer and the date of each transaction; any cash balance in the account; the book cost of each investment position in the account; the total book cost of all investment positions in the account; and a description of how the investments in the account are held.

Annual Account Performance Report

Manulife Securities will include an "Annual Performance of this Account" report in your December 31 statement. Information in this report will include the annualized total percentage rate of return in your account using the internal rate of return (IRR), a money-weighted methodology. No performance report will be generated for the account if the account only has securities with no determinable market value and no cash balance, or if the account has less than a full calendar year of performance history.

Annual Account Charges and Commissions Report

Manulife Securities will include an "Annual Charges and Commissions for this Account" report in your December 31 statement. The report outlines the compensation Manulife Securities receives and shares with your advisor for the services and products provided to you. This compensation comes from two sources, namely, "Account Charges," which are fees paid directly by you and relate to servicing your account and include transaction charges; and "Commissions Paid to Manulife Securities," which are the commissions we receive from third parties such as fund companies.

Tax reporting

We will provide all relevant tax reporting on all Nominee Name accounts as required by law.

Information about benchmarks

A benchmark is a point of reference that is commonly used to compare and assess the performance of an investment. It is usually an index of securities of the same or similar asset class and geography (for instance, Canadian stocks are compared against Canadian stocks; U.S. bonds are compared against U.S. bonds). A benchmark's performance represents the returns over time of the select group of securities that forms its index. Benchmark indices are typically owned by specialized firms (for example, Standard & Poor's) that receive real-time and historical data from the source exchange. The most common types of benchmarks are broad-based market indices, such as the S&P/TSX Composite and S&P500, as these represent a large set of securities on a particular exchange and show how a particular market is generally performing.

Your Manulife Securities advisor may provide you with information about how the performance of a specific investment strategy, including an investment fund, may compare with the performance of a broad-based securities index or benchmark. This information may be important to you if your account is invested according to the specific investment strategy or if you invest in the specific investment fund. Your advisor may also show you specific benchmark returns to give you a sense of how a particular market has performed over a given period of time. It is important to note that benchmarks reflect the performance of the specific basket of securities, without any fees or charges being taken into account, whereas the performance of the particular investment strategy or investment fund is calculated after fees are deducted. If you would like information about the performance of a broad-based benchmark index for a specific period of time in order to assess how your account is performing, please contact your advisor.

8. ONLINE DOCUMENT DELIVERY AND ACCESS TO ACCOUNT INFORMATION

We encourage you to sign up for Manulife online access in order to access your current individual, joint, corporate, estate, and trust account information on your preferred web-based device. Also, easily access and manage how you get your statements, trade confirmations, and tax slips. At registration, you will be provided with terms and conditions of use of the portal, including access to Manulife Securities' privacy policy to safeguard the confidentiality of your personal information. Through the portal you may, at any time, request to turn off mailings of account documents. Please contact your advisor for more information.

9. PROCEDURES REGARDING HANDLING CASH, CHEQUES AND SECURITIES

Manulife Securities and our advisors do not accept cash under any circumstances. You must make all cheques for investments in your Manulife Securities account(s) payable to Manulife Securities Investment Services Inc. Under no circumstances should you leave the name of the payee blank on your signed cheque or make a cheque payable to your advisor, a numbered or personal holding company. Manulife Securities does not offer physical safekeeping services.

10. CHARGES AND COMMISSIONS RELATED TO YOUR INVESTMENTS AND YOUR MANULIFE SECURITIES ACCOUNT(S)

Account charges related to servicing your Manulife Securities account(s)

You will pay account charges in connection with the administration, transfer and termination of your Manulife Securities account(s). These servicing charges vary depending on the account type, your investments, the type of activity in your account, and the programs you chose to participate in. Your investment returns will be reduced in proportion to the charges and commissions that you pay for your investments. Account servicing charges are billed directly to you or your account(s) and are set out in more detail in *Manulife Securities' Administration and Service Fees* brochure or your program agreement(s), where applicable.

Interest paid on credit cash balances or charged on amounts owed is based on an interest rate schedule available upon request or at www.manulifesecurities.ca. Interest rates are established at a variable rate based on the current prime rate of interest.

Applicable account costs for Manulife Securities' different account types and programs are as follows:

Account type	Description
Commission-based Client Name Registered and non-Registered advisory account	There are no direct costs related to the administration of these types of accounts. However, there may be costs related to ancillary services and the buying, selling or holding of securities in these accounts. (For further details, see the <i>Administration and Service Fees</i> brochure and the Transaction charges, Commissions Paid to Manulife Securities and referral arrangements section below.)
Commission based Nominee Name Registered and non-Registered advisory account	There may be direct costs related to the administration of your Nominee Name accounts as set out in Manulife Securities' Administration and Services Fees brochure. There may also be costs related to ancillary services and the buying, selling or holding of securities in these accounts. (For further details, see the <i>Administration and Services Fees</i> brochure and the Transaction charges, Commissions Paid to Manulife Securities and referral arrangements section below.)

Account type	Description
Premier Investment Program (Fee-based advisory account)	<p>Premier Investment Program accounts will be charged a program fee plus applicable taxes for trading, investment advice, account administration and service, and ancillary services. A certain number of commission-free trades are permitted in a 12-month period depending on the market value of the assets held in the account, as outlined in the Premier Investment Program application or Premier Fee Agreement, as applicable, that you sign, or signed, on account opening. Mutual fund trades are unlimited and do not count towards your commission-free trade limit. Any trades made beyond the allowable limit are subject to current trading commission rates. Only fee-eligible securities can be purchased in Premier Investment Program accounts.</p> <p>The program fee is based on the positive cash balance and market value of fee-eligible investments in your Premier Investment Program account(s). The fee rate and billing frequency applicable to your account(s) are detailed on the Premier Investment Program application or Premier Fee Agreement form that you sign, or signed, on account opening.</p> <p>Some of the transaction charges and commissions received from third parties discussed in the following section may also apply to accounts in the Premier Investment Program. The annual fee on a Premier Investment Program account may be more than what would otherwise be paid in a commission based advisory account.</p>

Transaction Charges, Commissions paid to Manulife Securities and referral arrangements

Transaction charges

In addition to the account charges related to servicing your account described above, there may be costs related to buying, selling or switching investment products. The dealer receives fees to cover the transaction costs related to your account(s).

Commissions Paid to Manulife Securities

Manulife Securities may receive commissions for the advice and services we provide to you on the investments you hold in your account(s). The type and amount of commissions we receive depends on the sales option chosen when the investment product was purchased, and may take the form of a commission at the time of purchase, ongoing trailing commissions (also known as service fees), or other forms of compensation listed in the chart below.

Transaction charges and commissions paid to Manulife Securities

	Product Types		
	Debt securities ¹	Investment funds ²	Principal - protected notes and GIC's
Transaction Charges			
Debt securities sales commission – Debt securities What you pay Manulife Securities on debt securities trades. Commission rates will vary according to the type of instrument, term to maturity and face value to a maximum of 1% of the face value of the trade, in the currency of the transaction.	✓		
Sales commission – Frontend sales charge funds – What you may pay Manulife Securities on the purchase of mutual funds and deducted from the amount invested at the time of purchase.		✓	
Sales commission – Switch fee – What you may pay Manulife Securities on the net asset value of the funds switched from one investment fund to another.		✓	

	Product Types		
	Debt securities ¹	Investment funds ²	Principal - protected notes and GIC's
Commissions paid to Manulife Securities			
Upfront sales commissions – Third parties (such as a mutual fund companies) may make a onetime payment to Manulife Securities based on the amount of your investment. Refer to the fund facts or offering documents for more details.		✓	✓
Trailing commission – Third parties may pay Manulife Securities a portion of the ongoing management fee they collect from the fund as a trailing commission. The trailing commission is paid monthly or quarterly for as long as the investment is held. Refer to the fund facts or offering documents for more details.		✓	
Service fee – Some third parties may pay Manulife Securities a service fee in place of a trailing commission. The service fee is collected by the investment provider on a monthly or quarterly basis for as long as the investment is held. Refer to the fund facts or offering documents for more details.		✓	
Investment performance fee – When the performance of a fund exceeds a predetermined threshold, certain funds pay a portion of these excess investment gains to the product issuer in the form of a performance fee. These costs reduce the net asset value of the fund available to unitholders. A portion of the performance fee maybe paid to Manulife Securities. Please refer to the offering documents for more details.		✓	
Other Deductions			
Redemption fee, including deferred sales charge – Charged by a product issuer when all or a portion of an investment is redeemed prior to the expiry of a schedule set by the product issuer. Refer to the fund facts, prospectus, offering memorandum or information statement.		✓	✓
Short-term trading fee – Shortterm trading by investors may increase portfolio trading costs and may bedisruptive to a portfolio manager's ability to effectively manage an investment fund. A product issuer may charge a fee to deter frequent trading within a specified time period.		✓	
Indirect Fees and Expenses associated with Investment Funds			
Management Expense Ratio (MER) – There are costs that are paid by the fund to the product issuer for the ongoing management of the fund. The MER is the portion of the fund's assets used to pay these costs each year, expressed as a percentage. These costs are not charged to you directly, but they reduce the net asset value of the fund available to unitholders and will reduce the overall return on your investment. When you receive information about the value of your investments, these fees and expenses have already been taken into consideration. Refer to the fund facts or Management Report of Fund Performance for details about specific funds.		✓	✓
Trading Expense Ratio – The trading expense ratio represents how much trading commissions were incurred to buy and sell investments inside the fund. These costs are paid by the fund to the product issuer and are equal to the total commission expenses incurred divided by the total assets of the fund, expressed as a percentage. These costs are not charged to you directly, but they reduce the net asset value of the fund available to unitholders and will reduce the overall return on your investment. When you receive information about the value of your investments, these fees and expenses have already been taken into consideration. Refer to the fund facts or Management Report of Fund Performance for details about specific funds.		✓	✓
Referral arrangements			
Manulife Securities has referral arrangements with various firms for which Manulife Securities may receive a referral fee. Before any services are provided to you under a referral arrangement, details about the referral arrangement, including the referral fees the firm will pay to Manulife Securities, will be disclosed to you in writing by your advisor.			

Notes:

1. Debt securities include Government of Canada and provincial bonds.
2. Investment funds include mutual funds, segregated funds, labour-sponsored investment funds, pooled funds, and offering memorandum funds. All fees are subject to applicable taxes.

Manulife Securities may pay a portion or all of the transaction charges, compensation received from third parties and referral fees it receives to your advisor. Manulife Securities may also pay a portion of those fees to another registrant of Manulife Securities.

Prior to accepting an instruction to purchase, sell or switch a security in your advisory account, your advisor will disclose:

- the amount or a reasonable estimate of the related transaction charges
- in the case of a purchase, whether deferred sales charges will apply on a subsequent sale of the product
- whether Manulife Securities will receive trailing commissions or a service fee while you hold the security in your account
- whether there are any investment fund management expense fees or other ongoing fees you may incur in connection with the security

The charges and commission that you pay for your investments and for your Manulife Securities account(s) can have a significant long-term impact on your investment returns. Over time, your investment returns compound as you earn income not only on your investment, but also on the returns on your investment. Similarly, the costs you pay for your investments will compound over time since the costs will be deducted from your investments and you will not benefit from potential growth and earning income on this money.

11. OUR COMPLAINT HANDLING PROCEDURES

We want to know if you have any concerns regarding your Manulife Securities account(s) or your 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, along with a copy of the MFDA Client Complaint Information Form found in Section E of the Important Client Information brochure. These documents are also available at manulifesecurities.ca

12. HOW TO CONTACT US

Manulife Securities Investment Services Inc.

Physical address: 1235 North Service Road West, Suite 500, Oakville, Ontario L6M 2W2

Mailing address: PO Box 1700 RPO Lakeshore West, Oakville, ON L6K 0G7

Toll-free 1-800-991-2121 ext. 282135, MLS_DCO@manulife.ca, www.manulifesecurities.ca

B. CLIENT ACCOUNT AGREEMENT

Please read this section carefully. The following agreement between you and Manulife Securities governs and applies to your account(s) with us.

In consideration of Manulife Securities Investment Services Inc. (Manulife Securities) opening and maintaining one or more 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. Definitions

The following terms have the following meanings for the purposes of this Client Account Agreement:

- a. "Applicable Laws" includes any applicable statute, regulation, order having the force and effect of law, instruments, bylaws, rules, regulations, policies and customs of applicable Regulatory Authorities.
- b. "Authorized Agent" includes any owners to a joint account, an individual with trading authorization or power of attorney, or a trustee.
- c. "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.
- d. "Collateral" means any and all assets, including credit balances held or carried in any Account for any purpose, and including any present or future credit balances, dividends, interests, Securities and any other property.
- e. "Indebtedness" means all indebtedness of you to Manulife Securities, including fees for fee-based program and other charges that you owe, and as may be set out in any statement of account or other communication sent by Manulife Securities to you and including interest on any debit balances, if any, in the Account at that time, and the reasonable costs of collection of payments owed to Manulife Securities, including legal fees.
- f. "our", "us" and "we" mean Manulife Securities, its employees, agents and affiliates.
- g. "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.
- h. "Securities" mean debt securities, investment fund securities, and deposit products, and any other securities or products which Manulife Securities is permitted to trade in for an Account under Applicable Laws.
- i. "Transaction" means the purchase, sale, or other dealings in Securities in the Account.

2. APPLICABLE LAWS

The operation of your Account and each Transaction we execute for you is subject to Applicable Laws. Manulife Securities will only execute Transactions in your Account in those Securities that we are permitted to trade in.

3. OPERATION OF THE ACCOUNT

- a. Manulife Securities will accept instructions from you or your Authorized Agent to carry out a Transaction. However, Manulife Securities may, without notice to you, refuse to carry out instructions for Transactions for any reason and in our sole discretion.
- b. You will indemnify and save Manulife Securities harmless for any losses or expenses we incur in acting or declining to act on your instructions or instructions from your Authorized Agent.
- c. Manulife Securities is not bound by and has no responsibility to abide by the terms of any written, verbal, implied or constructive trust including any last will and testament and we will not verify any instructions we receive with any trust document or law.
- d. Manulife Securities will credit to 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 to the Account any amounts owing, including interest, by you to Manulife Securities pursuant to this Agreement.
- e. You will pay the administration and service fees relating to the Account, as set out in *Manulife Securities' Administration and Service Fees* brochure, as amended from time to time. To obtain a copy of the most up-to-date version of the *Administration and Service Fees* brochure, contact your advisor. 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 in a manner deemed appropriate in the circumstances, in the sole discretion of Manulife Securities.

- f. Manulife Securities reserves the right to set a time deadline for receipt of instructions from you in order to process a Transaction on that business day. If we receive instructions from you after such deadline on a given business day, your instructions will be carried out on the following business day. Manulife Securities may change these time deadlines from time to time and without notice to you. For further information about our current time deadlines, please contact your advisor.
- g. You will pay or deliver Securities for the settlement of any Transaction in your Account on the day of settlement, or as otherwise directed by Manulife Securities. If you do not pay the settlement as required under this Agreement, you will be responsible for any loss sustained by, or costs incurred by, Manulife Securities and Manulife Securities may, without prior notice to you, do whatever we consider necessary in order to avoid or minimize any potential loss or inconvenience to us. Any such losses or costs for which you are responsible due to the failed settlement will be considered Indebtedness under the terms of this Agreement.
- h. 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 our sole discretion and 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.
- i. You will not give instructions to Manulife Securities to:
 - i. sell Securities that are not owned by you or which you are unable to settle 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. Manulife Securities has the right to unwind any purchase that is not settled within the applicable settlement period, and you will be responsible for paying any and all costs associated with such unwinding.
- j. Where there are Securities in your Account with no readily available market value, Manulife Securities will assign a price to the Securities in accordance with Manulife Securities' policy for pricing securities. This policy establishes the length of time a noncurrent price is valid. After such time has elapsed, the price will be considered non determinable (noted as NDM on your account statement) and the market value will be set to zero, which will affect total market value calculations and performance calculations for the Account. Where the value of such Securities is calculated by a qualified third party evaluator, rather than Manulife Securities' pricing vendor, Manulife Securities will consider this price to be an estimate (noted as EM on your account statement). For further information about our Securities pricing policy, please contact your advisor.
- k. Manulife Securities may record and keep records of all telephone calls relating to general instructions and instructions for 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. You agree that such recordings will be admissible in court or any other legal or regulatory proceeding.
- l. Manulife Securities will keep records of your instructions. These records will be conclusive and binding on you in any disputes, including in any legal proceedings.
- m. Manulife Securities may, at any time and without notice to you, discontinue any product or service.

4. YOUR SECURITIES AND DEPOSITS

Manulife Securities may hold your Securities at our head office or any of our branches or any national securities depository or any other location where it is customary for Manulife Securities to keep Securities. In cases where Securities are temporarily held in safekeeping, Manulife Securities' responsibility is limited to exercising the same degree of care exercised by Manulife Securities in the custody of our 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 and aggregate amount, in lieu of the certificates or Securities you originally deposited or delivered to us. We cannot guarantee the 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 the name(s) of the account holder(s) 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 on these Client Name holdings as required by Applicable Laws. Manulife Securities will report on Transactions in Client Name holdings of mutual fund securities on the account statements we are required to provide to you under Applicable Laws.

5. EXECUTION OF ORDERS

You understand and agree that unless Manulife Securities agrees or requests otherwise, we will not accept instructions sent via electronic mail, text message or any other electronic medium, or provided as a recording such as voicemail. You are responsible for all instructions given by you or your Authorized Agent. You acknowledge that these instructions are final and that you cannot object to them or any resulting Transaction at a later date. If Manulife Securities acts on instructions from you, or someone not authorized by you but purporting to be you or an individual authorized by you, you agree to indemnify Manulife Securities for any loss, liability or expense (including reasonable legal costs) which may arise as a result of Manulife Securities' compliance with such instructions.

Any change/cancel order you provide us is subject to prior fill, and cannot be executed if the original order has already been filled when Manulife Securities processes the change/cancel order. You will be responsible to honour any partial or complete trade that takes place before your change/cancel order is processed.

6. TRANSACTION CHARGES, INTEREST, TAXES AND OTHER CHARGES

You will pay to Manulife Securities all commissions and other charges for each Transaction (including any Transaction pursuant to section 11 below) and applicable fees for our fee-based program, plus all expenses paid or incurred by Manulife Securities in order to carry out your instructions or to enforce this Agreement, together with interest, calculated daily and compounded monthly, on any outstanding Indebtedness. These commissions and other charges shall be at Manulife Securities' prevailing rates. Manulife Securities, or entities related to us, may earn revenue from a foreign currency conversion (see Section 7 below).

The interest rates charged by Manulife Securities are based on an interest rate schedule available on request or at www.manulifesecurities.ca. Interest rates are established on a variable rate basis using the prime rate of interest. You waive notice of any and all changes to such rates.

Manulife Securities is authorized to deduct from the Account, any applicable taxes including, without limitation:

- a. any Goods and Services Tax and other tax, levy or duty levied upon or calculated with reference to the commission, expenses or other charges payable under this Agreement imposed by any federal, provincial or municipal government, or any of their agents;
- b. withholding taxes arising from U.S. source investments;
- c. withholding taxes arising on payments to nonresidents of Canada; and
- d. withholding taxes and any payments to government authorities arising from payments from a registered plan or an Account that was a registered plan that has been deregistered

Manulife Securities may debit such commissions, fees for our fee-based program, charges, expenses, taxes and other charges to the Account and if you do not have enough cash in your Account, Manulife Securities may sell Securities in order to settle any of the foregoing.

7. 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), acting as principal, will earn revenue based on the currency conversion in addition to commissions or other charges earned on the Transaction. Unless otherwise specified or agreed to, the currency conversion will take place at our applicable bid and ask spread, based on the prevailing currency rates.

8. PAYMENT OF INDEBTEDNESS

You will promptly pay all Indebtedness when due or on our demand.

9. COLLATERAL

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 any Account in which you have an interest, and whether or not the Indebtedness relates to the Collateral hypothecated and pledged. Whether you reside in Quebec or in the common law provinces and territories, certain rights conferred hereunder to Manulife Securities by you may not be available to Manulife Securities. Manulife Securities is however authorized to exercise any and all rights available to us in the jurisdiction where you reside. The interest rate applicable to the hypothec shall be the rate of interest designated from time to time by Manulife Securities to our branches as being our effective rate for determining interest on debit balances in your Account with Manulife Securities.

10. USE OF COLLATERAL BY MANULIFE SECURITIES

So long as any Indebtedness remains unpaid, 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, 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 our own indebtedness;
- c. Loan any of the Collateral to Manulife Securities for our own purposes; or
- d. Use any of the Collateral for making delivery against a sale, 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.

11. ELIMINATION OR REDUCTION OF INDEBTEDNESS

If: (i) you fail to pay any Indebtedness when due; (ii) you fail to provide Manulife Securities any required Securities in acceptable delivery form on or before any settlement date; (iii) there is any unsecured or potentially unsecured Indebtedness in the Account; (iv) you die, become bankrupt or insolvent or if any of the Collateral becomes subject to execution, attachment or other process; or (v) 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 our sole discretion, and without notice or demand to you:

- a. Apply monies held to the credit of you in any other account with Manulife Securities (excluding registered Accounts) to eliminate or reduce the Indebtedness;
- b. 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;
- c. Cancel any outstanding Transactions; and/or;
- d. Otherwise close or restrict your Account or Transactions in your Account.

You acknowledge that, in the event that Manulife Securities exercises its rights under (b) above, it shall sell, contract to sell or otherwise dispose of any or all of the Securities in the following order:

1. money market mutual funds (front-end load) and investment savings accounts with the largest market value;
2. money market mutual funds (back-end load) with the largest market value;
3. non-money market mutual funds (front-end load) with the largest market value;
4. non-money market mutual funds (back-end load) with the largest market value;
5. labour sponsored funds with the largest market value;
6. linked notes (if permitted to be sold) with the largest market value;
7. segregated funds (front-end load) with the largest market value; and
8. segregated funds (back-end load) with the largest market value.

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 our 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 our rights.

12. COLLECTION, USE AND DISCLOSURE OF INFORMATION

Manulife Securities will collect information during the course of our relationship with you. This information includes, but is not limited to, your name, address, citizenship, occupation and employer, age, date of birth, gender, personal financial records, identification number (including your Social Insurance Number), information about your spouse, your investment knowledge, investment needs and objectives and risk profile. Manulife Securities will use this information for the purposes of servicing you, for any purpose required or permitted by Regulatory Authorities and in accordance with the terms of our Privacy Statement. You understand that Manulife Securities may be required to disclose your information to legal or Regulatory Authorities further to inquiries, audits or requests for information and you hereby consent to such disclosure. Manulife Securities is committed to respecting and protecting the privacy and confidentiality of your information. For complete details on this commitment, please refer to our Privacy Statement in Section C of this Important Client Information brochure or on Manulife Securities' website at www.manulifesecurities.ca.

13. 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, including your obligations in respect of any other Account, whether such account or accounts is a joint account or is an account guaranteed by you.

14. TRADE CONFIRMATIONS

Trade confirmations will be mailed to you for each purchase or sale of Securities in your Account, unless you and Manulife Securities have agreed to otherwise, subject to Applicable Laws. You agree to carefully examine each trade confirmation sent to you, as soon as you receive it, and advise Manulife Securities, by notice in writing, of any errors or objections within 45 days from the trade confirmation statement date. If we do not receive this notice, Manulife Securities will consider the Transaction authorized, correct and complete; you cannot object to it at a later date and Manulife Securities will be released from all claims by you in connection with the Transaction or any action taken or not taken by us regarding your Account. Written notice should be addressed to:

Manulife Securities Compliance Department
Attention: Designated Complaints Officer
PO Box 1700 RPO Lakeshore West, Oakville, ON L6K 0G7

15. ACCOUNT REPORTING

Account statements will be mailed to you quarterly and will set out all of the activity in your Account for the statement period. An *Annual Performance of this Account* report and an *Annual Charges and Commissions for this Account* report will be sent to you annually. You agree to carefully examine each statement and report sent to you as soon as you receive it and advise Manulife Securities, by notice in writing, of any errors or objections within 45 days after the statement or report date. If we do not receive this notice, Manulife Securities will consider the statement or report authorized, correct and complete; you cannot object to it at a later date and Manulife Securities will be released from all claims by you in connection with the statement or report or any action taken or not taken by us regarding your Account. Written notice should be addressed to:

Manulife Securities Compliance Department
Attention: Designated Complaints Officer
PO Box 1700 RPO Lakeshore West, Oakville, ON L6K 0G7

16. CHANGES TO YOUR INFORMATION

You will advise Manulife Securities promptly of any changes to personal information and investment-related information in connection with your Account as soon as any changes occur. This includes, but is not limited to, changes to your personal and financial circumstances, such as your address, marital status, financial and employment information; changes to your investment needs and objectives, investment knowledge, investment time horizon and risk profile. For a corporate or non-individual entity Account, this includes changes to the directors, officers, beneficial owners and trustees.

You will also advise Manulife Securities promptly 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 or ceases to be an insider, significant shareholder or reporting insider of a publicly traded company.

You will complete and sign any documentation required by Manulife Securities in connection with these changes in a timely manner. You understand and agree that Manulife Securities will rely on the information provided by you and you certify that it is current, accurate and complete until you advise us otherwise in writing.

You also understand and agree that Manulife Securities is unable to provide you with appropriate advice without this current information about you and your Account. You agree that Manulife Securities has no liability for any misstatement from or omission by you of any of your personal information or investment-related information.

17. UNCLAIMED PROPERTY

If your Account or the Securities in your Account become unclaimed property within the meaning of any applicable laws governing unclaimed property or otherwise, Manulife Securities will adhere to all unclaimed property legislation. To ensure that your Account or the Securities in your Account do not become unclaimed property, always inform your advisor of changes to your personal information, including your address.

18. CAPACITY

If the account holder(s) is 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 the account holder(s) is 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.

19. NOTICES AND COMMUNICATIONS TO YOU

Any notice or communication to you may be given by (i) prepaid mail, (ii) facsimile, or (iii) electronic mail (email) to any address of record for you with Manulife Securities, or may be delivered personally to you or to the last known address on file. Any such notice or communication shall be deemed to have been received, whether or not you actually received it, (i) if mailed, on the second business day after mailing (ii), if sent by facsimile or email, on the day sent, or (iii) if delivered personally, when delivered.

Manulife Securities will post important information related to our services and this Agreement on our website at www.manulifesecurities.ca. You agree to monitor our website for changes to this information and you will be deemed to have notice of all communications posted on our website.

Any notices or communications that Manulife Securities is required by Applicable Laws to deliver to you will be delivered by prepaid mail or personal delivery or, if you consented in writing, by posting such notices and communications on Manulife Securities' website. If you choose the online delivery preference through Manulife online access, all notices and communications will be delivered to you electronically and will be available in the Documents section of the portal. You will receive an email notification when a notice or communication is available for viewing in the portal. 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.

20. 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 Quebec), 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, including instructions to make trades or withdraw or transfer money and Securities from the Account, received from any Owner with respect to the operation of the Account as fully and completely as if such Owner had sole interest in the Account. Acceptance of such instructions and the implementation thereof shall be binding upon all of the Owners of the Account.
- b. Despite the foregoing, Manulife Securities shall have the right at any time, in our sole discretion, to require that any instructions be authorized by all Owners of the Account before acting upon any instructions we receive. Manulife Securities has no responsibility or liability should we choose not to exercise this right.
- c. The Owners hereby jointly and severally (in Quebec, 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 we, in our sole discretion, deem appropriate to satisfy all obligations owing to us.

- d. 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.
- e. Notices 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.
- f. Manulife Securities will provide Account information including all account statements, notice or other communication of any kind in respect of the Account to any Owner upon request.
- g. Where the Account has been established for Owners as “tenants in common” or as held jointly by the Owners (including in the province of Quebec):
 - 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, providing proof of death is furnished to the satisfaction of Manulife Securities, 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 estate or beneficiaries, as applicable.
- h. 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.
- i. 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.
- j. The Owners also acknowledge that this Agreement will continue to apply when any Owner dies, becomes bankrupt or mentally incompetent.

21. TERMINATION

You may close your Account and terminate this Agreement by notifying Manulife Securities in writing.

Manulife Securities may, in our sole discretion, also terminate this Agreement and require that you close or transfer your Account to another registered dealer within a reasonable time period. If you fail to do so, Manulife Securities may, without notice to you, deliver your Account assets to you or liquidate your Account (excluding registered Accounts), pay all outstanding Indebtedness owed to Manulife Securities 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, an inactive or small balance Account with balances equal to, or less than, the Account’s closing fee which may be charged by Manulife Securities as set out in the Manulife Securities’ Administration and Service Fees brochure.

Manulife Securities will complete any Transaction pending on the day the Account is closed and maintain sufficient assets in the Account to pay for the Transaction. Manulife Securities is not otherwise obligated to recommend any action with regard to your Account upon termination.

The termination of this Agreement does not release you or Manulife Securities from any liabilities or obligations that existed before termination, including limitations of liability and indemnification.

22. 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 including a notification in your account statement or by posting such amendment on Manulife Securities' website, www.manulifesecurities.ca. The first Transaction in the Account following notification of a change to this Agreement constitutes your acceptance of the change as of the effective date set out in the notice of amendment.

If any Applicable Laws or other 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 or other laws.

23. RESPONSIBILITY

You will be responsible for any loss, cost or liability (including reasonable legal costs) incurred by Manulife Securities as a result of your failure to comply with this Agreement.

In addition to any other provisions in this Agreement, Manulife Securities is not liable for any losses in your Account as a result of:

- a. any reliance by us upon any representations made by you or on your behalf to us;
- b. any failure or delay in receiving your instructions or communications, in processing your Transactions or transferring your cash or Securities elsewhere; or
- c. wars, strikes, cybersecurity events, suspension of trading, market events, government or regulatory rulings or restrictions or any other conditions or events beyond Manulife Securities' control.

24. FREEZING THE ACCOUNT

Manulife Securities may freeze your Account without notice to you if required by Applicable Laws or other laws, court order, governmental authority or for any reasonable grounds. This may include, but is not limited to, instances where there is a dispute as to the entitlement to the assets in your Account, a court order, apparent or suspected fraud, theft, any violation of the terms of this Agreement or any operation of the Account in a manner unsatisfactory to us, or that we suspect may be contrary to Applicable Laws or other laws.

25. GENERAL

- a. This Agreement shall be construed in conjunction with any other agreements between Manulife Securities and you in connection with the Account, provided that, to the extent necessary, the terms and provisions of this Agreement shall supersede 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. The operation of your Account is governed by the terms of this Agreement and the terms of your new account application form. Depending on the type of Account you have and/or any specialty program you are enrolled in, your Account will also be governed by the terms of the following:
 - i. for the Premier Investment Program: the Premier Investment Program agreement and/or the Premier Investment Program Fee agreement (depending on when you opened your Account or updated your Premier Investment Program documentation);
 - ii. for margin accounts: the Margin Account Agreement (in addition to the Premier Investment Program agreement and/or Premier Investment Program Fee agreement if the margin Account is part of the Premier Investment Program).
- c. 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.
- d. 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.
- e. 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.
- f. 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. It will continue to apply if you die, become disabled or incompetent.

- g. Manulife Securities may assign any of our rights, responsibilities and obligations under this Agreement (in whole or in part) to any of our affiliates or third parties without your prior consent. You may not assign this Agreement.
- h. 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.
- i. This Agreement shall, with respect to each separate Account, be governed by and interpreted in accordance with the laws of the jurisdiction in which the Manulife Securities branch office that services that particular Account is located. j. 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. No waiver of any right or obligation or any remedy for breach of any provision of this Agreement will be effective or binding unless made in writing and signed by whoever is purporting to give the waiver.
- k. Whenever this Agreement entitles Manulife Securities to alternative courses of action, Manulife Securities shall be entitled to choose any, none or all of such alternatives in our sole and unfettered discretion.

C. PRIVACY STATEMENT

In this Privacy Statement, “you” and “your” refer to the Manulife Securities account applicant(s). “We”, “us” and “our” refer to Manulife Securities Investment Services Incorporated and its related affiliates.

Updates to this Privacy Statement and further information about our privacy practices are posted to www.manulife.ca.

We collect, use, verify and disclose your personal information for identified purposes, and only with your consent, or as permitted or required by law. By applying for an investment account, you give your consent for us to collect, use, and disclose your personal information, as set out in this Privacy Statement. Any alterations to the consent must be agreed to in writing by Manulife Securities.

What personal information do we collect?

Depending on the type of account, we collect specific personal information about you such as:

- Identifying information such as your name, address, telephone number(s), email address, your date of birth, driver’s license, passport number and Social Insurance Number (SIN)
- Information about how you use our products and services, and information about your preferences, demographics, and interests
- Other personal information we may require to administer our business relationship with you

We use fair and lawful means to collect your personal information.

Where do we collect your personal information from?

- Your completed applications and forms
- Other interactions between you and Manulife Securities
- Other sources, such as:
 - Your advisor
 - Your authorized representative(s)
 - Third parties with whom we deal in administering your account(s) now, and in the future
 - Public sources, such as government agencies and internet sites

What do we use your data for?

We will use your personal information to:

- Help us properly administer the products and services that we provide and to manage our relationship with you
- Confirm your identity and the accuracy of the information you provide
- Comply with legal and regulatory requirements
- Understand more about you and how you like to do business with us
- Analyze data to help us understand our clients better so we can improve the products and services we provide
- Determine your eligibility for, and provide you with details of, other products or services that may be of interest to you

Who do we disclose your information to?

- Persons, financial institutions and other parties with whom we deal in administering your account(s) now, and in the future
- Your advisor, authorized employees, agents and representatives of Manulife Securities or their delegates and affiliates, in the performance of their duties

- Fund companies or other issuers of investments named in any forms completed for your benefit
- Any person or organization to whom you give consent
- People who are legally authorized to view your personal information
- Service providers who require this information to perform their services for us (for example data processing, programming, data storage, market research, printing and distribution services, credit bureaus and investigative agencies)

The abovementioned people, organizations and service providers are both within Canada and jurisdictions outside Canada, and would therefore be subject to the laws of those jurisdictions.

Where personal information is provided to our service providers, we require them to protect the information in a manner that is consistent with our privacy policies and practices.

How long do we keep your information?

The longer of:

- the time period required by law and/or by guidelines set for the financial services industry, and
- the time period required to administer the products and services we provide.

Withdrawing your consent

You may withdraw your consent for us to use your SIN or Business Number, if applicable, for non-tax administration purposes. You may also withdraw your consent for us to use your personal information to provide you with other service or product offerings, excluding those mailed with your statements.

You may not withdraw your consent for us to collect, use, retain or disclose personal information we need to administer your investments and account(s) unless federal or provincial laws give you this right. If you do so, Manulife Securities may no longer be able to properly administer your investments or products and we may treat your withdrawal of consent as a request to close your investment account(s), in which case you may have to pay penalties, if applicable.

If you wish to withdraw your consent, phone our customer care centre at 1-888-MANULIFE (626-8543), or 1-888-MANUVIE (626-8843) in Quebec, or write to the Privacy Officer at the address below.

Accuracy and Access

You will notify us of any change to your contact information. You have the right to access and verify your personal information maintained in our files, and to request any factually inaccurate personal information be corrected, if appropriate. If you have a question, a concern, wish to receive more information about parties who have access to your information or about our privacy policies and procedures, and/or wish to review your personal information in our files or correct any inaccuracies, you may send a written request to:

Privacy Officer

Manulife

500 King Street N

Waterloo, ON N2J 4C6

Privacy_office_canadian_division@manulife.com

Please note the security of email communication cannot be guaranteed. Do not send us information of a private or confidential nature by email. By contacting us via email you are authorizing us to communicate with you by email.

D. LEVERAGE DISCLOSURE

Risk of borrowing to invest

Using borrowed money to finance the purchase of securities involves greater risk than a purchase using cash resources only. If you borrow money to purchase securities, your responsibility to repay the loan and pay interest as required by the loan's terms remains the same even if the value of the securities purchased declines.

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.

E. COMPLAINTS

Client satisfaction and complaint resolution

At Manulife Securities, we understand the importance of resolving client complaints. We are committed to considering each complaint carefully and providing a response in a timely fashion with the utmost courtesy. All complaints and personal information, whether collected orally or in writing, are handled in a professional and confidential manner.

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 your concerns are addressed as quickly as possible, please follow the steps set out below.

Let us know

If you have a general inquiry, complaint, or concern about our services or products, contact Manulife Securities' head office or your advisor. Most problems can be resolved quickly and easily by speaking with your advisor or contacting a Manulife Securities' call centre representative.

Call us at: 1-800-991-2121

Email us at: mls_advisorservices@manulife.ca

Talk to your advisor's branch manager or call centre management

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?

If you are still not satisfied, you may submit your complaint to the Designated Complaints Officer (DCO) of Manulife Securities. Please tell us what went wrong, when it happened and what you expect (for example, an account correction, apology, money back, etc.). We can be contacted as follows:

By toll-free fax: 1-866-220-9030, By toll-free telephone: 1-800-991-2121 ext. 282135

By email: MLS_DCO@manulife.ca

By mail: Manulife Securities Compliance Department

Attention: Designated Complaints Officer, PO Box 1700 RPO, Lakeshore West, Oakville, ON L6K 0G7

What to expect initially

We will acknowledge your complaint in writing within five business days of receiving your complaint. We may ask you to provide clarification or more information to help us resolve your complaint.

Investigating your complaint

Manulife Securities will gather all relevant and available information and documentation. All complaints will be considered objectively and will not be dismissed based on any predetermined set of factors. Rather, each complaint will be considered on its individual merits.

Our response to you

Manulife Securities will make every effort to deliver a substantive response to your complaint within 90 days.

Our response will include:

- a summary of the complaint
- the results of our investigation
- our decision to make an offer to resolve the complaint or deny it, and an explanation of our decision.

If Manulife Securities cannot provide our decision within 90 days, we will inform you of the delay, explain why our decision is delayed, and give you a new date for our decision.

If you are not satisfied with our response

If you disagree with the response to your complaint, Manulife Securities will make all reasonable and appropriate efforts to address your concerns. If you remain dissatisfied with our complaint resolution process, you can pursue the matter through the following channels:

(I) Ombudsman for Banking Services and Investments (OBSI)

You may be eligible for OBSI's free and independent dispute resolution service if:

- we do not provide our decision within 90 days after you made your complaint; or
- you are not satisfied with our decision.

OBSI can recommend compensation of up to \$350,000.

OBSI's service is available to clients of our firm. This does not restrict your ability to take a complaint to a dispute resolution service of your choosing at your own expense, or to bring an action in court. Keep in mind that there are time limits for taking legal action.

Who can use OBSI?

You have the right to use OBSI's service if:

- your complaint relates to a trading or advising activity of our firm or by one of our representatives,
- you brought your complaint to us within 6 years from the time that you first knew, or ought to have known, about the event that caused the complaint; and
- you file your complaint with OBSI according to the time limits below.

Time limits apply:

- If we do not provide you with our decision within 90 days, you can take your complaint to OBSI any time after the 90-day period has ended.
- If you are not satisfied with our decision, you have up to 180 days after we provide you with our decision to take your complaint to OBSI.

Filing a complaint with OBSI

Contact OBSI by email at ombudsman@obsi.ca or by toll-free telephone at 1-888-451-4519 (416-287-2877 in Toronto).

OBSI will investigate

OBSI works confidentially and in an informal manner. It is not like going to court and you do not need a lawyer. During its investigation, OBSI may interview you and representatives of our firm. We are required to cooperate in OBSI's investigation.

OBSI will provide its recommendations

Once OBSI has completed its investigation, it will provide its recommendations to you and us. OBSI's recommendations are not binding on you or us.

OBSI can recommend compensation of up to \$350,000. If your claim is higher, you will have to agree to that limit on any compensation you seek through OBSI. If you want to recover more than \$350,000, you may want to consider another option, such as legal action, to resolve your complaint.

For more information about OBSI, visit obsi.ca

(II) Mutual Fund Dealers Association of Canada (MFDA)

The MFDA regulates all mutual fund dealers, including Manulife Securities, in all the provinces and territories except Quebec. The MFDA's guide to making a complaint is reproduced below.

(III) For residents of Québec

You may make a complaint to the Autorité des marchés financiers (AMF), Québec's financial sector regulator. Further information about the AMF is included in the MFDA's guide to making a complaint, reproduced below.

(IV) Legal action

You always have the right to go to a lawyer or seek other ways of resolving your dispute at any time. A lawyer can advise you of your options. There are time limits for taking legal action. Delays could limit your options and legal rights later on.

Excerpt from:

Mutual Fund Dealers Association of Canada (MFDA)

MFDA (06/2015). Client Complaint Information Form. http://www.mfda.ca/regulation/forms/ClientComplaint_En.pdf

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 bylaws, 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:
 - By completing the on-line complaint form at www.mfda.ca
 - By telephone in Toronto at (416) 361-6332, or toll free at 1-888-466-6332
 - By e-mail at complaints@mfda.ca¹
 - In writing by mail to 121 King Street West, Suite 1000, Toronto, ON M5H 3T9 or by fax at (416) 361-9073

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”): You may make a complaint to OBSI after you have complained to the dealer, at either of the following times:
 - If the dealer’s Compliance Department has not responded to your complaint within 90 days of the date you complained, or;
 - After the dealer’s Compliance Department has responded to your complaint and you are not satisfied with the response. **Please note that you have 180 calendar days to bring your complaint to OBSI after receiving the dealer’s response.**
- 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 nonbinding 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:By telephone in Toronto at (416) 287-2877, or toll free at 1-888-451-4519
By email at 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.

¹ You may wish to consider issues of internet security when sending sensitive information by standard email.

- 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

New Brunswick: www.nbsccvmb.ca

Saskatchewan: www.fcaa.gov.sk.ca

- In Québec:
- If you are not satisfied with the outcome or with the examination of a complaint, the Autorité des marchés financiers (“AMF”) can examine your complaint and may provide dispute resolution services.
- If you think you are a victim of fraud, fraudulent tactics or embezzlement, you can contact the AMF to see if you meet the eligibility to submit a claim to the Fonds d’indemnisation des services financiers (“Financial Services Compensation Fund”). An indemnity up to \$200,000 can be payable through monies accumulated in the fund for an eligible claim.
- For more information:
 - Contact the AMF by telephone at (418) 5250337 (in Québec), or toll free at 1-877-525-0337
 - Visit: www.lautorite.qc.ca.

F. MFDA INVESTOR PROTECTION CORPORATION

Sponsored by the Mutual Fund Dealers Association of Canada

Excerpt from:

MFDA Investor Protection Corporation

MFDA (01/2010). Investor protection for mutual fund dealer bankruptcy. mfda.ca/ipc/forms/IPC-CoverageBrochure.pdf

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 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, RRFs, 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@mfda.ca
Website: www.mfda.ca

G. SHAREHOLDER COMMUNICATION (FOR NOMINEE NAME ACCOUNTS ONLY)

NATIONAL INSTRUMENT 54-101 – COMMUNICATION WITH BENEFICIAL OWNERS OF SECURITIES OF A REPORTING ISSUER

This section applies to you if you have given instructions to Manulife Securities to establish your account(s) as a Nominee Name account. In a Nominee Name account, the securities in your account with us are not registered in your name but in the name of Manulife Securities Investment Services Inc. or the name of another person or company holding your securities on our behalf. 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. The information below will assist you with responding to the section of your new account application form entitled National Instrument 54-101 (the “NI 54-101 Communication section”).

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 NI 54-101 Communication section of your new account application 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 select the first option on Part 1 of the NI 54-101 Communication section of your new account application 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 select the second option on Part 1 of the NI 54-101 Communication section of your new account application 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 NI 54-101 Communication section of your new account application 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 select the first option in Part 2 of the NI 54-101 Communication section of your new account application form. If you want to **DECLINE** to receive the three types of materials referred to above, please select the second box in Part 2. You may also choose to receive **ONLY** proxyrelated materials that are sent in connection with an annual report or special meeting by selecting the third option in Part 2 of the NI 54-101 Communication section of your new account application 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.)

Contact

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



Manulife Securities

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Oakville, ON L6K 0G7

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