

 **Manulife** Investment Management

Education Savings Plan
Application - Family Plan
Mutual Funds



Education Savings Plan Application - Family Plan Mutual Funds

1. SUBSCRIBER INFORMATION

Dealer Cross-Reference Number _____

Mr. Miss Mrs. Ms. Dr. Account Number _____
 JTWR0S (may not apply in certain jurisdictions) JTIC (Joint Tenants in Common)
 Language Preference English French _____ (Joint Tenants with Rights of Survivorship)

First Name _____ Last Name _____ Initial _____ Social Insurance Number (SIN) _____

Joint Subscriber – Please refer to Terms and Conditions for definition All Signatures required Either Signature required (All signatures will be required if not indicated)

First Name _____ Last Name _____ Initial _____ SIN (Joint Subscriber) _____

Address _____ City _____ Province _____ Postal Code _____

Residence Telephone _____ Business Telephone _____ Date of Birth **YYYYMMDD** _____ Date of Birth (Joint Subscriber) **YYYYMMDD** _____

2. DEALER INFORMATION

Dealer Name _____ Dealer No. _____ Representative's Name _____ Rep. No. _____

Representative's Tel. No. _____ Representative Signature _____

3. INVESTMENT AND PAYMENT INSTRUCTIONS

FUND NUMBER	LUMP SUM		WIRE ORDER NUMBER	TRANSFER DETAILS		PRE-AUTHORIZED CHEQUE PLAN (PAC)	
	Payable to Manulife Investment Management Limited AMOUNT: \$ _____			Attach transfer documents AMOUNT: \$ _____		AMOUNT: \$ _____	
	LUMP SUM ALLOCATION	COMM. %		TRANSFER ALLOCATION	PAC ALLOCATION		
	% \$	%		% \$	% \$	% \$	
	% \$	%		% \$	% \$	% \$	
	% \$	%		% \$	% \$	% \$	
	% \$	%		% \$	% \$	% \$	

4. SIBLING DESIGNATION

To be eligible for Additional Canada Education Savings Grant (ACESG) or Canada Learning Bond (CLB), all beneficiaries listed on this application must be siblings. Otherwise, only basic Canada Education Savings Grant (CESG) may be payable.

(A brother/sister in relation to a beneficiary includes the son/daughter of the common-law partner or spouse of a parent of the beneficiary.)

The beneficiaries are siblings Yes No

5. FUND ALLOCATION FOR BENEFICIARIES

Allocate contribution/grant equally to each Beneficiary (default) **or** State the percentage of the allocation to each Beneficiary (percentages must = 100%)

CAPITAL ALLOCATION			GRANT INVESTMENT SELECTION (if applicable)		
	Contribution	PAC	Fund Name	Fund Number	% Split
Name of beneficiary #1					
	%	%			
Name of beneficiary #2					
	%	%			

Please check box if more than two beneficiaries per plan. Add particulars of additional beneficiaries on a separate sheet marked schedule A and attach it to the application form.

Allocate contribution equally to each beneficiary or

State (indicate) percentage to each beneficiary

1. _____% 2. _____% 3. _____% 4. _____%

If no fund allocations are indicated, the default is Manulife Money Market Fund.



6. PRE-AUTHORIZED CHEQUING PLAN (PAC) (minimum \$25 per fund)

Changes to your PAC require notification of 5 business days in advance of the date the change is to occur.

Frequency - please choose one of option A or B or both below (please refer to the Fund Companies for their specific available frequencies):

A: Set Interval

Pre-Authorized Chequing Plan (PAC)

Systematic Withdrawal Plan (SWP)

Start Date

Weekly on: Monday Tuesday Wednesday Thursday Friday

Y Y Y Y M M M M D D

Bi-weekly on: Monday Tuesday Wednesday Thursday Friday

Monthly

Semi-Monthly On Day of the month 1: _____ Day of the month 2: _____

Month-end Monthly Every two months Quarterly Semi-Annually Annually

B: One Time/Sporadic

(NOTE: If this option B is selected, the Payee must obtain the Payor's authorization under a new PAC agreement for any subsequent one time/sporadic PAC requests.)

I/We request and authorize Manulife Investment Management Limited to make withdrawals against the bank account listed in Section 7. I/We further authorize my/our Bank or any other Bank, Trust Company, Credit Union, or other Depository subsequently named by me/us, to process these withdrawals as if I/we had signed them for the PAC listed in Section 3 and any PAC added at a subsequent date.

It is understood and agreed that:

1. The PAC will apply to plans established on or after the date of this authorization.
2. The PAC may be terminated by either Manulife Investment Management Limited or me/us, by written notice.
3. If, for any reason, a withdrawal against my/our bank account is not honoured, Manulife Investment Management Limited reserves the right to charge for handling these returned items. Manulife Investment Management Limited also reserves the option to change the method of payment to another qualifying mode after the first occurrence of a deposit not honoured.
4. The first payment(s) required to place a new plan in force must be paid independently of the PAC.
5. It is agreed that the Bank rights, in respect to each cheque, draft, or other order, shall be the same as if I/we have drawn a cheque on my/our bank account and personally signed it. I/We further understand the Bank is not liable in the event a withdrawal against my/our bank account is not honoured.
6. If this is for a set interval PAC request (i.e you selected A: Set Interval above), your authority is to remain in effect until PAYEE NAME has received written notification from you of any change or termination. This notification must be received at the address provided below at least 5 business days before the next debit is scheduled. A sample cancelation form and additional information may be available at your financial institution or by visiting www.payments.ca. The PAYEE NAME may also cancel this PAC on no less than 5 business days notice.
7. If this is for a one-time or sporadic PAC request (i.e you selected B: One Time/Sporadic above), only a single one-time PAC is permitted. Your authority is to remain in effect until the one-time PAC is completed, at which time this PAC agreement for the one-time/sporadic request will automatically terminate.
8. You acknowledge that for a one-time or sporadic PAC, your PAC agreement is no longer valid once the payment has been fulfilled. Any subsequent one time or sporadic PAC request requires you to authorize a new PAC agreement.

If this is for my/our own personal investment, my/our debit will be considered a Personal PAC by Canadian Payments Association definition. If this is for business purposes, it will be considered a Business PAC. My/Our financial institution is authorized to treat each debit as if I/we had issued a cheque authorizing such payment and debit. I/We agree to sign such other documents that may be necessary to authorize these transactions.

I/We warrant and guarantee that all persons whose signatures are required to sign on the financial institution account have signed below.

I/We understand that I/we may revoke my/our authorization at any time by phone or in writing subject to providing notice of 5 business days. For more information to cancel my/our PAC agreement, I/we may contact my/our financial advisor or call Client Services toll free number at 1-888-588-7999 or by email at manulifemutualfunds@manulife.com.

I/We have certain recourse rights if any debit does not comply with this agreement. For example I/we have the right to receive reimbursement for any debit that is not authorized or is not consistent with this PAC agreement. To obtain more information on my/our recourse rights I/we may contact my/our financial institution or visit www.payments.ca.

I/We waive my/our rights, as provided under Canadian Payments Association Rule H1, to receive prior confirmation of this PAC payment.

Signature of Contributor (if other than subscriber)

Signature of Joint Bank Account Holder (if applicable)

Date

Y Y Y Y M M M M D D

7. BANK INFORMATION For PAC Authorization

Please attach a personalized blank cheque marked "Void" or a stamped bank declaration confirming the owner(s) of the bank account.



8. DESIGNATED BENEFICIARIES

Contributions may not be made after the 31st year following the year in which the Education Savings Plan was established except where the RESP Beneficiary qualifies for the Disability Tax Credit (DTC). The Education Savings Plan may continue until the end of the 35th year following the year the Plan was established except where the RESP Beneficiary qualifies for the Disability Tax Credit (DTC).
 Refer to the Terms and Conditions in the event that the Beneficiary qualifies for the DTC.

Contribution Termination Date: Plan Termination Date:

The maximum amount that a subscriber can contribute to a plan for any one beneficiary is unlimited per year per beneficiary to a maximum of \$50,000 each (or such other amounts as permitted from time to time by the applicable legislation).

Contributions (other than transfers from other Family RESPs) may not be made for a beneficiary who has attained 31 years of age at the time this plan is opened.

- Each beneficiary must be connected to the subscriber(s) by blood or adoption.
- Beneficiaries may be changed at any time.
- A beneficiary who has attained the age of 31 years may not be named as an eligible beneficiary on a Family Plan, unless that individual was a beneficiary under another Family RESP immediately before this designation.
- A beneficiary who is not a resident of Canada may not be named as an eligible beneficiary, unless that individual was a beneficiary under another RESP immediately before the designation.
- If necessary, add particulars of additional Beneficiaries on a separate sheet marked Schedule A and attach it to the application form.

BENEFICIARY 1:

First Name Last Name Initial

Beneficiary SIN (Mandatory) Beneficiary Birth Date Male Female

Address City Province Postal Code

RELATIONSHIP TO SUBSCRIBER (MANDATORY)

Name of Parent/Guardian/Public Primary Caregiver if Beneficiary is under the age of 19, or where permitted by law.

First Name Last Name Initial

Address City Province Postal Code

The subscriber is the Primary Caregiver Yes No The subscriber is the custodial parent/guardian Yes No

BENEFICIARY 2:

First Name Last Name Initial

Beneficiary SIN (Mandatory) Beneficiary Birth Date Male Female

Address City Province Postal Code

RELATIONSHIP TO SUBSCRIBER (MANDATORY)

Name of Parent/Guardian/Public Primary Caregiver if Beneficiary is under the age of 19, or where permitted by law.

First Name Last Name Initial

Address City Province Postal Code

The subscriber is the Primary Caregiver Yes No The subscriber is the custodial parent/guardian Yes No

Please check if you DO NOT wish Manulife Investment Management Limited to apply for Government Grant.

Manulife Investment Management Limited

EDUCATION SAVINGS PLAN – FAMILY PLAN

Terms and Conditions

These terms and conditions, together with the application, constitute a contract entered into between Manulife Investment Management Limited (the "Promoter"), as Promoter of the Plan, Manulife Trust Company, as Trustee of the Plan and (1) the individual; or (2) the individual and his or her spouse or common-law partner; or (3) if the individual is the legal parent of a beneficiary, that individual and their former spouse or common-law partner, who is also the legal parent of the beneficiary; or (4) a Public Primary Caregiver (the "Subscriber"), under which the Promoter agrees to pay or to cause to be paid Educational Assistance Payments to or for a Beneficiary, Manulife Trust Company, a trust company incorporated under the laws of Canada to carry on in Canada the business of offering to the public its services as a trustee (the "Trustee") hereby declares that it agrees to act as Trustee for the Education Savings Plan.

1. DEFINITIONS. In this Plan:

- (a) "Accumulated Income Payment" means a payment from the Plan, other than a payment described in any of paragraphs (a) and (c) to (e) of the definition of "trust" as defined in Subsection 146.1(1) of the Tax Act, to the extent that the amount so paid exceeds the fair market value of any consideration given to the Plan for the payment of the amount.
- (b) "Assets of the Plan" means all Subscriber Contributions made by or on behalf of the Subscriber under the Plan including all transfers to the Plan from another Registered Education Savings Plan and all Grants, together with the income and gains derived from the investment thereof, less any losses sustained on the realization of any investment, the fees, charges and disbursements of the Trustee and the Promoter paid out of the Plan pursuant to Section 18 and any payments from the Plan (including any repayment of Grants), as provided for herein, and includes all investments and all uninvested cash held from time to time by or on behalf of the Trustee in accordance with the Plan.
- (c) "Beneficiary" and "Beneficiaries" mean the individual or each of the individuals designated by the Subscriber as a Beneficiary in respect of the Plan, including a Replacement Beneficiary, to whom an Educational Assistance Payment is agreed to be paid if the person qualifies under the terms of the Plan at the time such payment is made. Each Beneficiary designated by the Subscriber must be connected to the Subscriber by blood relationship or adoption, as defined herein. Unless a person was, immediately prior to the particular time, a Beneficiary under another family plan, a person shall not be eligible to be designated as a Beneficiary after he or she attains 21 years of age.
- (d) "Canada Education Savings Act" means the *Canada Education Savings Act* (Canada).
- (e) "Canada Learning Bond" means the Canada Learning Bond as defined in the *Canada Education Savings Act*.
- (f) "Designated Educational Institution" means an educational institution in Canada that is
 - (i) a university, college or other educational institution designated by the Lieutenant Governor in Council of a province as a specified educational institution under the *Canada Student Loans Act* or recognized by the appropriate authority under the *Canada Student Financial Assistance Act*, or designated by the Minister of Higher Education and Science of the Province of Quebec for the purposes of an Act respecting financial assistance for education expenses, chapter A-13.3 of the Revised Statutes of Quebec, or
 - (ii) certified by the Minister of Employment and Social Development to be an educational institution providing courses, other than courses designed for university credit that furnish a person with skills in an occupation.
- (g) "Designated Provincial Program" means
 - (i) a program administered pursuant to an agreement entered into under section 12 of the *Canada Education Savings Act*, or
 - (ii) a program established under the laws of a province to encourage the financing of children's post-secondary education through savings in registered education savings plans.
- (h) "DTC" means the Disability Tax Credit as set out in subsection 118.3(1) of the Tax Act.
- (i) "Educational Assistance Payment" means any amount, other than a refund of Subscriber Contributions, paid out of the Plan to or for a Beneficiary to assist the Beneficiary to further his or her education at a Post-Secondary School Level.
- (j) "ESDC Act" means the Department of Employment and Social Development Act (Canada) and the Regulations thereto, as amended from time to time.
- (k) "Former Plan" has the meaning set out in subsection 3(e) hereof.
- (l) "Grant" means a Canada Education Savings Grant and all other Grants under the *Canada Education Savings Act* or under a Designated Provincial Program.
- (m) "Joint Subscriber" means a Subscriber's spouse or common-law partner or a Subscriber's former spouse or former common-law partner, who is also the legal parent of a beneficiary.
- (n) "Plan" means this agreement and the education savings plan established hereunder and known as the Education Savings Plan.
- (o) "Post-Secondary Educational Institution" means
 - (i) a Designated Educational Institution, or
 - (ii) an educational institution outside Canada that provides courses at a Post-Secondary School Level and that is
 - (A) a university, college or other educational institution at which a Beneficiary was enrolled in a course of not less than 13 consecutive weeks, or
 - (B) a university at which a Beneficiary was enrolled on a full-time basis in a course of not less than 3 consecutive weeks.
- (p) "Post-Secondary School Level" includes a program of courses at an educational institution in Canada that is certified by the Minister of Employment and Social Development to be an educational institution providing courses, other than courses designed for university credit, of a technical or vocational nature designed to furnish a person with skills for, or improve a person's skills in, an occupation.
- (q) "Public Primary Caregiver" of a Beneficiary under an education savings plan in respect of whom a special allowance is payable under the *Children's Special Allowances Act*, means the department, agency or institution that maintains the Beneficiary or the public trustee or public curator of the province in which the Beneficiary resides.
- (r) "Qualifying Educational Program" means a program at a Post-Secondary School Level of not less than 3 consecutive weeks duration that provides that each student taking the program spend not less than 10 hours per week on courses or work in the program.
- (s) "Registered Education Savings Plan" has the meaning ascribed thereto by Subsection 146.1(1) of the Tax Act.
- (t) "Specified Educational Program" means a program at a post-secondary school level that is at least three weeks duration that requires each student taking the program to spend not less than 12 hours per month on courses in the program.
- (u) "Subscriber" means
 - (i) each individual or Public Primary Caregiver with whom the Promoter of the Plan entered into the Plan;
 - (ii) another individual or Public Primary Caregiver who has, under a written agreement, acquired a Public Primary Caregiver's rights as a Subscriber under the Plan;
 - (iii) an individual who has acquired a Subscriber's rights under the Plan pursuant to a decree, order or judgment of a competent tribunal, or under a written agreement, relating to a division of property between the individual and a Subscriber under the Plan in settlement of rights arising out of, or on the breakdown of, their marriage or common-law partnership; or
 - (iv) after the death of a Subscriber under the Plan who is an individual described in (i) or (ii) or any other person (including the estate of the deceased individual) who acquires the individual's rights as a Subscriber under the Plan or who makes contributions into the Plan in respect of a Beneficiary, but does not include an individual or a Public Primary Caregiver whose rights as a Subscriber under the Plan had been acquired by an individual or a Public Primary Caregiver in the circumstances described in (i), (ii), or (iii) above.
- (v) "Subscriber Contribution" has the meaning set out in paragraph 7(a).
- (w) "Tax Act" means the *Income Tax Act* (Canada) and the Regulations thereto, as amended from time to time.
- (x) "Termination Date" has the meaning set out in section 13.
- (y) Persons are "connected by blood relationship" if one is the child or other descendant of the other or one is the brother or sister of the other and persons are "connected by adoption" if one has been adopted, either legally or in fact, as the child of the other or as the child of a person who is so connected by blood relationship (otherwise than as a brother or sister) to the other.

2. BENEFICIARIES.

- (a) Upon establishment of the Plan the Subscriber shall designate in the space provided on the application one or more Beneficiaries in respect of the Plan in accordance with Section 1 hereof each of whom shall be connected to the Subscriber by blood relationship or adoption.
- (b) Before an individual may be designated a Beneficiary, the individual's Social Insurance Number must be provided to the Promoter and either
 - (i) the individual must be a resident in Canada when the designation is made, or
 - (ii) the designation is made in conjunction with a transfer of property into the Plan from another Registered Education Savings Plan under which the individual was a beneficiary immediately before the transfer.
- (c) Notwithstanding (b) above, a Social Insurance Number need not be provided in respect of a designation of a non-resident individual as a Beneficiary under the Plan, if the individual was not assigned a Social Insurance Number before the designation is made, and the designation is being made in conjunction with a transfer of property into the Plan from another Registered Education Savings Plan entered into before 1999 under which the individual was a beneficiary immediately before the transfer.
- (d) The Subscriber may at any time and from time to time thereafter revoke the designation of any Beneficiary and designate another beneficiary (a "Replacement Beneficiary") in respect of the Plan. No individual shall be designated as a Replacement Beneficiary unless such individual could have been designated as an original Beneficiary in accordance with the provisions of this Plan, the Tax Act or other applicable laws. Some Grants may place restrictions on the choice of Beneficiary or Replacement Beneficiary. The choice of Replacement Beneficiary may require that certain Grants be repaid.
- (e) The Subscriber may also specify, by advising the Promoter in writing, a Designated Educational Institution that will receive any remaining amount held by the Trustee under the Plan on the Termination Date referred to in Section 13.3. The Subscriber may at any time thereafter change or revoke the Designated Educational Institution as specified.
- (f) Any change made by the Subscriber as provided in (d) or (e) above shall be made by written instrument in form and substance satisfactory to the Promoter which adequately identifies the Plan and the Subscriber's instructions, is dated and executed by the Subscriber and is delivered to the Promoter. If more than one such instrument is delivered to the Promoter, the one bearing the latest execution date shall govern.
- (g) The Subscriber shall, on designating a Beneficiary or Replacement Beneficiary, advise the Promoter in writing of the age and residential

address of the Beneficiary or Replacement Beneficiary, as the case may be, and, if the Beneficiary or Replacement Beneficiary is under 19 years of age at the time, whether the Beneficiary or Replacement Beneficiary ordinarily resides with a parent, as defined in the Tax Act and if so, the name and residential address of the parent.

- (h) Within 90 days after an individual becomes a Beneficiary or a Replacement Beneficiary, as the case may be, the Promoter shall notify the individual or, where the individual is under 19 years of age at the time and ordinarily resides with a parent of the individual, that parent, or a Public Primary Caregiver, if the individual is maintained by a Public Primary Caregiver, in writing of the existence of the Plan and the name and address of the Subscriber. Such notification shall be sufficiently given if mailed, postage prepaid addressed to the Beneficiary, Replacement Beneficiary or parent, or the Public Primary Caregiver, as the case may be, at the residential address of such person.
- (i) Each Subscriber undertakes to inform promptly the Promoter of any change in the circumstances of the Beneficiary including any change of the Beneficiary or change in the residency status of the Beneficiary.
- (j) The Subscriber's statement of a Beneficiary's date of birth on the Application or a written designation will be deemed to be a certification of the Beneficiary's age and an undertaking by the Subscriber to provide any further evidence or proof of age as may be required by the Promoter.
- (k) The Trustee and Promoter will be entitled to rely upon the Promoter's records as to the current address of the Beneficiary and the Subscriber as establishing his or her respective residency and domicile for the operation of the Plan and any payments from it, subject to the receipt of any written notice to the contrary respecting a change in residency or domicile prior to such payment being made.

3. SUBSCRIBER CONTRIBUTIONS.

- (a) The Subscriber is solely responsible for deciding when and how much to contribute to this Plan and ensuring that the total amount of contributions made under the Plan and any other Registered Education Savings Plans where he or she is a subscriber does not exceed the lifetime limit imposed under the Tax Act.
- (b) Subject to (c) below, any amount may be paid into the Plan at any time or from time to time by or on behalf of the Subscriber in respect of a Beneficiary, provided, however, that any amount so paid (a "Subscriber Contribution") shall not:
 - (i) be in respect of a Beneficiary that had attained the age of 31 before the time of the contribution;
 - (ii) be less than the minimum Subscriber Contribution established by the Promoter from time to time; and
 - (iii) together with all previous Subscriber Contributions in respect of such Beneficiary, exceed the lifetime limit, as defined in subsection 204.9(1) of the Tax Act.
- (c) No contributions to the Plan in respect of a Beneficiary shall be made unless:
 - (i) the Beneficiary's Social Insurance Number is provided to the Promoter before the contribution is made unless the Plan was entered into before 1999, and the Beneficiary is resident in Canada when the contribution is made, or
 - (ii) the contribution is made by way of a transfer of an amount, other than an amount in a Canada Learning Bond account, from another Registered Education Savings Plan under which any Beneficiary was immediately before the transfer a Beneficiary under the transferring Registered Education Savings Plan.
- (d) Subject to the foregoing, any Subscriber Contribution shall be allocated to one or more Beneficiaries as the Subscriber shall from time to time direct or, failing a direction from the Subscriber, on a pro rata basis.
- (e) Notwithstanding the provisions of (a) above, any amount may be paid into the Plan which represents all or any portion of the assets of any other Registered Education Savings Plan entered into by the Subscriber after December 31, 1982 (the "Former Plan") and out of which no Accumulated Income Payment has been made. Any such transfer shall be made in accordance with Subsections 146.1(6.1) and 204.9(5) of the Tax Act. Specifically, the Plan shall be deemed to be entered into on the day that is the earlier of
 - (i) the day on which the Former Plan was entered into, and
 - (ii) the day on which the Plan was entered into. Any amount so transferred shall not be considered to be a Subscriber Contribution made to the Plan at the time of transfer but, to the extent that such amount represents amounts paid into the Former Plan by or on behalf of the Subscriber in respect of a beneficiary, such amount shall be deemed to be Subscriber Contributions made in respect of each Beneficiary at the same times and in the same amounts as paid into the Former Plan unless:
 - (iii) any Beneficiary under the Plan was, immediately before the particular time, a beneficiary under the Former Plan, or
 - (iv) a parent of a Beneficiary under the Plan was a parent of an individual who was, immediately before the particular time, a beneficiary under the Former Plan.
- (f) If a Beneficiary named by the Subscriber hereunder ceases to be a Beneficiary under the Plan (a "Former Beneficiary"), and a Replacement Beneficiary is designated in place of such Beneficiary pursuant to Subsection 2(d) hereof, any such replacement must be in accordance with Subsection 204.9(4) of the Tax Act and any Subscriber Contributions made prior to that time in respect of the Former Beneficiary shall be deemed to have been made in respect of the Replacement Beneficiary. The foregoing sentence does not apply if: (a) the Replacement Beneficiary has not attained 21 years of age before the particular time and a parent of the Replacement Beneficiary was a parent of the Former Beneficiary; or (b) both the Former Beneficiary and the Replacement Beneficiary were connected by blood relationship or adoption to an original Subscriber and are siblings, and neither the Former Beneficiary nor the Replacement Beneficiary had attained 21 years of age before the particular time. If no Replacement Beneficiary is so designated in place of such Former Beneficiary, any Subscriber Contribution made prior to that time in respect of the Former Beneficiary shall be deemed to have been made in respect of such of the remaining Beneficiaries as are designated for such purpose by the Subscriber in such proportions as the Subscriber shall direct.
- (g) No Subscriber Contribution may be made by or on behalf of a Subscriber after the thirty-first year following the year in which the Plan was entered into. If an amount is transferred to the Plan from a Former Plan that was entered into before the Plan was entered into, no Subscriber Contribution may be made by or on behalf of the Subscriber after the thirty-first year following the year in which the Former Plan was entered into. Each Subscriber agrees that he or she is responsible for ensuring that the total of all contributions made in respect of the Beneficiary, other than contributions by way of transfer from other registered education savings plans, will not exceed the lifetime limit imposed by the Tax Act. Each Subscriber acknowledges that any contributions that exceed the lifetime limit will give rise to adverse tax consequences and agrees that he or she is solely responsible for such consequences and for the completion of all resulting required reporting to applicable authorities.
- (h) The aggregate of Subscriber Contributions to the Plan made in respect of a particular Beneficiary, and payments made to all other Registered Education Savings Plans by or on behalf of any person in respect of the Beneficiary shall not exceed the lifetime limit as defined in subsection 204.9(1) of the Tax Act, as amended from time to time.
- (i) If the foregoing limits are exceeded, a refund of Subscriber Contributions pursuant to Section 8 shall be made sufficient to withdraw the Subscriber's share of the excess amount within the meaning of Subsection 204.9(1) of the Tax Act.
- (j) A Subscriber Contribution does not include an amount paid into the Plan under or because of:
 - (i) the *Canada Education Savings Act* or a Designated Provincial Program, or
 - (ii) any other program that has a similar purpose to a designated provincial program and that is funded, directly or indirectly, by a province (other than an amount paid into the Plan by a Public Primary Caregiver in its capacity as a subscriber under the Plan).
- (k) Where the Beneficiary qualifies for the DTC in the 31st year following the year the Plan was entered into, the maximum period for making contributions to the RESP that is an individual plan as defined in the Tax Act will be extended to 35 years from the normal time of 31 years. If a Beneficiary under a Family Plan qualifies for the DTC, a proportionate share of the assets of the Family Plan may be transferred on behalf of that Beneficiary to an individual plan in order to utilize the extended limit.

4. GRANTS. The Promoter and the Trustee will ensure that Canada Education Savings Grants and all other Grants under the *Canada Education Savings Act* or under a Designated Provincial Program are applied for as prescribed and that all forms required under the applicable legislation or by the Promoter have been duly completed and delivered. Once received, the Grants will be invested as directed by the Subscriber. Where required by the *Canada Education Savings Act* or under a program administered under a Designated Provincial Program, the Promoter, on behalf of the Trustee, will make a payment from the Plan as a repayment of Grants previously received by the Plan. The Plan will be administered in compliance with the conditions and limitations applicable to the Grants, which may be imposed from time to time by the *Canada Education Savings Act* or under a program administered under a Designated Provincial Program. The Subscriber agrees to provide the Promoter with such information as may be required from time to time in order to enable the Promoter and the Trustee to apply for and administer any Grants in accordance with the *Canada Education Savings Act* or under a program administered under a Designated Provincial Program.

5. INVESTMENTS. The Trustee will invest and reinvest the property of the Plan in investments according to the instructions of the Subscriber to the Promoter. Investments will be made through the Promoter as the Trustee's agent. The investments will be restricted to investments made available by the Promoter, and the Promoter will ensure that such investments are qualified investments, as defined in section 146.1 of the Tax Act, for trusts governed by Registered Education Savings Plans. The investment of the assets of the Plan will not be limited in any way to investments authorized for trustees under any applicable legislation. The Trustee will invest any cash received by the Plan according to the Subscriber's instructions. In the absence of any instructions from the Subscriber, the Promoter may, in its sole discretion, cause the realization of sufficient investments to permit the payment of any amounts required to be paid under the Plan.

6. OWNERSHIP OF INVESTMENTS. The Trustee may hold any investment for the Plan in its own name, in the name of its nominee, in bearer form or in such other name as the Trustee may determine. Title to the Assets of the Plan shall at all times be vested solely in the Trustee to be held in accordance with the terms hereof. Subject to the terms hereof, the Trustee may exercise the rights and powers of an owner with respect to all securities held by it for the Plan including the right to vote or give proxies in respect thereof.

7. SUBSCRIBER'S ACCOUNT AND STATEMENTS. The Promoter shall maintain a subscriber's account for the Subscriber in which will be recorded:

- (a) Subscriber Contributions made by or on behalf of the Subscriber in respect of each Beneficiary pursuant to Subsection 3(a);
- (b) the balance in the Grant account, including the amount of all Grants received from the government, and the portion of Educational Assistance Payments made from the Plan that is attributable to the Grants;
- (c) refunds of Subscriber Contributions to the Subscriber made pursuant to Section 8;
- (d) investments, investment transactions and investment income, gains and losses;
- (e) payments to the Subscriber of Accumulated Income Payments pursuant to Section 11;

- (f) amounts paid to or for a Beneficiary pursuant to Subsection 10(a) as Educational Assistance Payments; and
(g) amounts paid to Designated Educational Institutions or to other trusts pursuant to Subsections 10(b) or 10(c).
The Promoter shall send to the Subscriber annually, at the end of each calendar year, a statement of account showing all transactions recorded in the Subscriber's account during the period covered by such statement.
- 8. REFUND OF SUBSCRIBER CONTRIBUTIONS AND TRANSFERS.** The Subscriber shall be entitled, upon written direction to the Promoter and subject to such reasonable requirements as the Promoter may impose, to a refund to him or any person designated by him of any amount not exceeding in total the aggregate of all Subscriber Contributions paid by or on behalf of the Subscriber into the Plan or any amount that was paid into the Plan by way of transfer from another Registered Education Savings Plan where the amount would have been a refund of payments under the other Registered Education Savings Plan if it had been paid at the previous time directly to the Subscriber under the other Registered Education Savings Plan, to the extent of the Assets of the Plan, net of any applicable fees and expenses. Any such refund shall comply with the requirements of the Tax Act and the Canada Education Savings Act. No refund may be paid where such payment would result in the value of the remaining property in the Plan being insufficient to cover any Grant repayment requirement. Where there is more than one Subscriber at the time such a refund is requested, the refund must be requested by both Subscribers jointly and may be paid to either both Subscribers or to either one of them, as directed by the Subscribers. Absent such direction, such refund will be paid to both Subscribers jointly.
- 9. PAYMENTS OUT OF THE TRUST.** Subject to the payment of trustee and administration charges pursuant to Section 18, the Trustee shall irrevocably hold the Assets of the Plan for:
- the payment, pursuant to Subsection 10(a), of Educational Assistance Payments to or for a Beneficiary;
 - the payment of Accumulated Income Payments pursuant to Section 11;
 - the refund of Subscriber Contributions pursuant to Section 8;
 - the repayment of Grants pursuant to the Canada Education Savings Act or under a designated provincial program;
 - the payment pursuant to Subsections 10(b) or 17(c) hereof to or to a trust in favour of an educational institution in Canada described in part 1(f)(i) of the definition of Designated Educational Institution; or
 - the payment pursuant to Subsection 10(c) to a trust that irrevocably holds property pursuant to a Registered Education Savings Plan for any of the purposes set out in Subsections (a) to (e) of this Section.
- 10. EDUCATIONAL ASSISTANCE AND OTHER PAYMENTS.** At any time and from time to time upon receipt of a written direction from the Subscriber in such form as is acceptable to the Promoter, the Promoter shall pay out of the Assets of the Plan and out of any Grants as permitted or required by the Tax Act and the ESDC Act such amount or amounts (less applicable taxes, if any, required to be withheld from any such amount or amounts) as the Subscriber shall direct:
- to the Beneficiary provided
 - either
 - the Beneficiary is enrolled as a student in a Qualifying Educational Program at a Post-Secondary Educational Institution, or
 - the Beneficiary has, before that time, attained age 16 and is, at that time, enrolled as a student in a Specified Educational Program at a Post-Secondary Educational Institution, and
 - either
 - the Beneficiary satisfies, at that time, the condition set out in clause (i)(A), and
 - has satisfied that condition throughout at least 13 consecutive weeks in the 12-month period that ends at that time, or
 - the total of the payment and all other educational assistance payments made under a registered education savings plan of the promoter to or for the Beneficiary in the 12-month period that ends at that time does not exceed the maximum allowable amount under the Tax Act or any greater amount that the Minister designated for the purpose of the Canada Education Savings Act approves in writing with respect to the Beneficiary, or
 - the Beneficiary satisfies, at that time, the condition set out in (i)(B) and the total of the payment and all other education assistance payments made under a registered education savings plan of the promoter to or for the Beneficiary in the 13-week period that ends at that time does not exceed the maximum allowable amount under the Tax Act or any greater amount that the Minister designated for the purpose of the Canada Education Savings Act approves in writing with respect to the Beneficiary.
 - to, or to a trust in favour of, an educational institution in Canada described in part 1(f)(i) of the definition of Designated Educational Institution;
 - to a trust that irrevocably holds money or property pursuant to a Registered Education Savings Plan for any of the same purposes as those set out in Section 9. The Promoter shall determine whether any conditions precedent to the payment of any amount pursuant to this Section 10 have been satisfied and such determination shall be final and binding on the Subscriber and any Beneficiary; or
 - to a Beneficiary for up to six months after the Beneficiary ceases to be enrolled in a Qualifying Educational Program or Specified Educational Program, provided that, if the payment had been made immediately before that moment, the payment would have complied with paragraph 10(a).
- 11. ACCUMULATED INCOME PAYMENTS.** At a particular time, upon receipt of a written direction from the Subscriber in such form as is acceptable to the Promoter, the Promoter shall pay out of the Assets of the Plan such amount or amounts as outlined in subsection 204.94(2) of the Tax Act, (less applicable taxes, if any, required to be withheld from any such amount or amounts) as the Subscriber shall direct. Accumulated Income Payments may be paid under the Plan only if:
- the payment is made to, or on behalf of a Subscriber who is resident in Canada for tax purposes when the payment is made;
 - the payment is made to or on behalf of a Subscriber and not jointly to, or on behalf of more than one Subscriber;
 - the person is a Subscriber at the particular time, or is entitled to payment because the Subscriber died and was a Subscriber under the Plan immediately before death; and
 - any of
 - the payment is made after the 9th year that follows the year in which the Plan was entered into and each individual (other than a deceased individual) who is or was a Beneficiary under the Plan has attained 21 years of age before the payment is made and is not, when the payment is made, eligible under the Plan to receive an Educational Assistance Payment,
 - the payment is made in the 35th year following the year in which the Plan is entered into, or
 - each individual who was a Beneficiary under the Plan is deceased when the payment is made. Upon written notice from the Subscriber, the Promoter shall make a written application to the Minister of National Revenue who may waive the application of the conditions in paragraph 11(d)(i) in respect of the Plan where a Beneficiary under the Plan suffers from a severe and prolonged mental impairment that prevents or can reasonably be expected to prevent the Beneficiary from enrolling in a Qualifying Educational Program at a Post-Secondary Educational Institution.
- 12. ACCUMULATED INCOME PAYMENTS TO RRSP.** Where the Subscriber is the original Subscriber or has acquired the rights of a subscriber pursuant to a decree or order of a competent tribunal or under a written agreement in either case relating to a division of property between the individual and a Subscriber under the Plan for the settlement of rights as a result of the breakdown of their marriage or common-law partnership, he or she may elect to have an Accumulated Income Payment under the Plan be paid to a registered retirement savings plan ("RRSP") of the Subscriber or of his or her spouse or common-law partner as permitted by the Tax Act subject to the Subscriber having sufficient RRSP contribution room and the limits set out in section 204.94 of the Tax Act.
- 13. TERMINATION DATE.**
- Subject as hereinafter provided, upon the establishment of the Plan the Subscriber shall designate in the space provided in the application the Termination Date which shall be a date not later than the last day of the 35th year following the year in which the Plan is entered into.
 - If any assets of a Former Plan are transferred to the Plan, the Termination Date shall not be a date later than the last day of the 35th year following the year in which the Former Plan was entered into.
 - If Accumulated Income Payments are made in accordance with Sections 11 and 12 the Termination Date shall be before March of the year following the year in which the first such payment was made out of the Plan.
 - Not less than six months prior to the Termination Date the Promoter shall give notice to the Subscriber, and subject to the terms of any direction given to the Trustee prior to the Termination Date, the Trustee shall pay to the Subscriber as a refund of Subscriber Contributions the maximum amount that would be refunded to the Subscriber on the Termination Date had the Subscriber requested a refund thereof pursuant to Section 8, and shall pay the remaining amount, if any held by it under the Plan on the Termination Date, less any unpaid fees and out-of-pocket expenses, to the educational institution in Canada described in part 1(f)(i) of the definition of Designated Educational Institution designated by the Subscriber at that time under the Plan.
 - Where the RESP Beneficiary qualifies for the DTC in the 31st year following the year the Plan was entered into: the Termination Date for the RESP will be extended to 40 years from the year it was entered from the normal time of 35 years. If a Beneficiary under a Family Plan qualifies for the DTC, a proportionate share of the assets of the Family Plan may be transferred to an individual plan as defined in the Tax Act for that Beneficiary in order to utilize the extended limit.
- 14. TERMINATION.** In the event that the Plan is terminated, the Assets of the Plan are required to be used for any of, or any combination of, the purposes described in Section 9.
- 15. RESPONSIBILITY FOR THE PLAN.** The Promoter has ultimate responsibility for the Plan. Specifically, the Promoter is responsible for applying for registration of the Plan as a Registered Education Savings Plan under the Tax Act and any applicable provincial tax legislation, and for the administration of the Plan. The Trustee is responsible for the trust fund created hereunder and accepts the office of trustee of the Plan upon the terms and conditions herein contained. Without in any way derogating from the ultimate responsibility of the Trustee for the trust fund created hereunder, from time to time the Trustee may delegate to the Promoter as agent for the Trustee, certain of its duties to be performed in respect of such trust fund including the following:
- the receipt of Subscriber Contributions;
 - the investment and reinvestment of Assets of the Plan in accordance with the terms herein;
 - the collection and remittance of fees and charges applicable hereunder;
 - the payment of amounts out of the Plan in accordance with the terms herein;
 - maintaining the accounting records of the Plan;
 - providing to the Subscriber statements of account for the Plan; and
 - such other duties as the Trustee may determine in its discretion from time to time.

- 16. REGISTRATION.** The Promoter shall apply for registration of the Plan as a Registered Education Savings Plan pursuant to Section 146.1 of the Tax Act and, if required, the corresponding provisions of any applicable provincial legislation. The Promoter shall provide each Subscriber with notification of registration of the Plan. The Promoter shall apply under any Designated Provincial Program on behalf of a Subscriber who has instructed the Promoter to apply thereunder and who has provided the Promoter with the requisite social insurance numbers and undertakings.
- 17. RESPONSIBILITIES OF THE PROMOTER.** The Promoter will be responsible for the administration of the Plan and in connection therewith will:
- apply for registration of the Plan as a Registered Education Savings Plan;
 - invest and reinvest the Assets of the Plan pursuant to the instructions of the Subscriber;
 - provide to the Subscriber statements of the Subscriber's account;
 - receive from the Subscriber any change in Beneficiary, Designated Educational Institution, Termination Date or any other matter that requires notification by the Subscriber to the Promoter in accordance with the terms hereof;
 - make payments out of the Plan pursuant to Sections 8, 10, 11, 12 or 18;
 - to the extent required, deal with the appropriate taxation authorities in connection with the Plan or any amendment thereof;
 - ensure that the Plan at all times complies with the requirements of the Tax Act regarding registered education savings plans; and
 - ensure compliance with all relevant provisions of the Tax Act and the Canada Education Savings Act relating to Grants. Without derogating from the Promoter's ultimate responsibility for the administration of the Plan, the Promoter may retain the Trustee or other agents to provide administrative services to the Plan. The Promoter shall remain ultimately responsible for the administration of the Plan.
- 18. TRUSTEE AND ADMINISTRATION CHARGES.** The Promoter may charge the Plan or the Subscriber directly fees for its and the Trustee's services under this contract. The Promoter and the Trustee are entitled to reimbursement from the Plan for all disbursements and expenses (including taxes, interest, penalties or other governmental charges levied on or in respect of the Plan) reasonably incurred by the Trustee or the Promoter in connection with the Plan. The Promoter is entitled to deduct the unpaid fees, disbursements and expenses from the Assets of the Plan (excluding any Grant) and, for this purpose, the Trustee may sell any property of the Plan (excluding any Grant) that the Trustee in its absolute discretion considers appropriate to realize any fees and other charges payable to the Promoter or to the Trustee. Neither the Promoter nor the Trustee will be responsible for any resulting loss.
- 19. APPOINTMENT AND RESIGNATION OR REMOVAL OF TRUSTEE.** The Trustee may resign by providing 90 days written notice to the Promoter or any shorter period that is acceptable to the Promoter. The Promoter may remove the Trustee from its position as trustee under the Plan by providing 60 days written notice to the Trustee or any shorter period that is acceptable to the Trustee. The Trustee's resignation or removal will be effective on the date the Promoter appoints another trustee (the "Replacement Trustee"). The Replacement Trustee must be a corporation which is resident in Canada, and licensed or otherwise authorized under the laws of Canada to offer trustee services to the public in Canada. If the Promoter does not appoint a Replacement Trustee within 60 days after the Promoter has received notice of the Trustee's resignation or given notice to the Trustee of its removal, the Trustee may appoint a Replacement Trustee. On the date the Trustee's resignation or removal becomes effective, the Trustee will sign and deliver to the Replacement Trustee all conveyances, transfers and further assurances that may be necessary or desirable to give effect to the appointment of the Replacement Trustee.
- 20. TERMINATION OF THE TRUST.** In the event that the trust governed by the Plan is terminated, the Assets of the Plan shall be used for any of the purposes described in Section 9.
- 21. SUBSCRIBER DEATH.**
- The Promoter and the Trustee are each authorized as each determines advisable in its sole discretion to release any information about the Plan after the Subscriber's death to either the Subscriber's estate representative or a Beneficiary, or both. If the Beneficiary is a minor at the time of his or her death, such information may be released to his or her custodial parent, legal guardian or Public Primary Caregiver.
 - Where a Subscriber dies at a time when there are two Subscribers:
 - if the Plan was opened outside of the Province of Quebec, the survivor will assume all rights, privileges and obligations of the deceased Subscriber and the heirs, successors, assigns and legal representatives of the deceased Subscriber will have no rights under the Plan; or
 - if the Plan was opened in the Province of Quebec, the Civil Code of Quebec and other applicable laws will apply.
- 22. PAYMENT INTO COURT.** If there is a dispute about who is legally authorized to direct and receive payments from the Plan after the death of the Subscriber, the Promoter and the Trustee are entitled to either apply to the court for directions or to pay all or a portion of the Assets of the Plan into court and, in either case, fully recover any legal costs incurred in this regard as a cost or disbursement in respect of the Plan. The Promoter and the Trustee will not be liable for any penalty, or any loss or damage resulting from the repayment of Grants as required under the applicable legislation that may occur as a result of any such payment of Assets of the Plan into court.
- 23. AMENDMENTS TO THE PLAN.** The Promoter may from time to time upon at least 30 days written notice to the Subscriber amend the Plan with the concurrence of the Minister of National Revenue and any similar authority of the province in which the Subscriber resides provided that such amendment does not have the effect of disqualifying the Plan for acceptance as a Registered Education Savings Plan within the meaning of Section 146.1 of the Tax Act and any applicable provincial legislation. Notwithstanding the foregoing, the Promoter reserves the right to make any amendment to the Plan which is necessary to ensure the continued compliance of the Plan with the provisions of the Tax Act, the Canada Education Savings Act and any applicable provincial legislation and any such amendment shall be effective without written notice to the Subscriber.
- 24. LIMITATION OF LIABILITY AND INDEMNITY.** It is expressly understood that all investments made by the Trustee or the Promoter will be for the benefit of and at the risk of the Subscriber under the Plan. Neither the Trustee nor the Promoter shall be responsible for any loss suffered by the Plan, by the Subscriber or by a Beneficiary as a result of the purchase, sale or retention of any investment, whether or not the Trustee or the Promoter has communicated to the Subscriber any information the Trustee or the Promoter may have received or any judgment the Trustee or the Promoter may have formed with respect to the value or the security of such investment at any particular time or in the future.
- Neither the Trustee nor the Promoter shall be liable in its personal capacity for and in respect of any taxes, interest or penalties which may be imposed on the Trustee or the Promoter in respect of the Plan or in respect of any other charges levied or imposed by governmental authority upon or in respect of the Plan except as determined under the Tax Act.**
- The Trustee may reimburse itself and the Promoter for, or may pay, any such taxes, interest, penalties or charges out of the Assets of the Plan as it in its absolute discretion deems appropriate except as determined under the Tax Act. The Subscriber and the heirs, executors and administrators of the Subscriber shall at all times indemnify and save harmless the Trustee and the Promoter in respect of any such taxes, interest, penalties or charges levied or imposed upon the Trustee or the Promoter in respect of the Plan except as determined under the Tax Act.**
- Neither the Trustee nor the Promoter shall be responsible for any act, omission, default, error, fraud, failure or misconduct of any agent, employee or other person whom they may reasonably engage in the exercise of the powers conferred on them hereunder. In addition, neither the Trustee nor the Promoter shall be liable in respect of any loss or diminution of Assets of the Plan or any other loss or damages suffered or incurred by the Plan, the Subscriber or by the Beneficiary under the Plan. The Trustee and the Promoter will be fully protected in acting upon any instrument, certificate, notice or other writing believed by them to be genuine and to be signed or presented by the proper person and the Trustee and the Promoter will be under no duty to make any investigation or inquiry as to any statement contained in any such writing but may accept the same as conclusive evidence of the truth and accuracy of any statement contained therein.**
- 25. SELF-DEALING.** The Trustee's services are not exclusive and, subject to the limitations otherwise provided in these Terms and Conditions on the powers of the Trustee, the Trustee may, for any purpose, and is hereby expressly authorized from time to time in its sole discretion to, appoint, employ, invest in, contract or deal with any individual, firm, partnership, association, trust or body corporate, with which it may be directly or indirectly interested or affiliated with, whether on its own account or on the account of another (in a fiduciary capacity or otherwise), and to profit therefrom, without being liable to account therefor and without being in breach of these Terms and Conditions.
- 26. INSTRUCTIONS AND WRITTEN NOTICES.** Instructions may take any form, however any reasonable requirements regarding form, content, receipt and timing established by the Promoter or the Trustee must be satisfied. The Promoter and the Trustee will be entitled to rely upon instructions received from the Subscriber (or by any person the Subscriber designates to the Promoter to give instructions on their behalf) and any person purporting to be the Subscriber (or purporting to be the person designated by the Subscriber). The Promoter and the Trustee may decline to act upon instructions if there are doubts about their accuracy or whether they are from the Subscriber (or a person designated by the Subscriber) or if the Promoter or the Trustee do not understand them. If there is more than one Subscriber at the same time, instructions given by one Subscriber will bind all Subscribers. If the Subscriber gives the Promoter or the Trustee instructions more than once, the Promoter or the Trustee will follow the instructions with the latest date, even though they may be different from previous instructions. The Promoter or the Trustee may give the Subscriber or a Beneficiary any written notice, statement or receipt by personal delivery or by mail, postage prepaid, at the address the Subscriber gave on the Application or the most recent address in its records. Any notice, statement or receipt from the Promoter or the Trustee will be considered to have been given to the Subscriber or a Beneficiary at the time of personal delivery, or if mailed, on the third day after mailing.
- 27. ASSIGNMENT BY THE PROMOTER.** Provided that the written consent of the Trustee has been obtained, such consent not to be unreasonably withheld, the Promoter may assign its rights and obligations under the Plan to any other corporation resident in Canada and authorized to assume and discharge the obligation of the Promoter under the Plan, provided that such corporation shall execute any agreement that is necessary or advisable for the purposes of assuming such obligations.
- 28. ASSIGNMENT BY SUBSCRIBER A Subscriber cannot assign his or her rights in respect of the Plan, unless the assignee qualifies as a Subscriber under the definition of Subscriber in section 1 of these Terms and Conditions.**
- 29. HEIRS, EXECUTORS AND ASSIGNS.** The terms of this contract and the trust created hereunder shall be binding upon the heirs, executors and administrators of the Subscriber and upon the successors and assigns of the Promoter and the Trustee.
- 30. INTERPRETATION.** Words importing the singular include the plural and vice versa, and words importing the masculine gender include the feminine and vice versa.
- 31. GOVERNING LAW.** The Plan shall be governed by and construed in accordance with the laws of Canada and the laws of the Province of Ontario.
- 32. ENGLISH LANGUAGE.** The parties have requested that the Plan and all documents related to it be established in English. Les parties ont demandé que ce contrat ainsi que tous les documents y afférents soient rédigés en anglais.

PERSONAL INFORMATION STATEMENT FOR MANULIFE INVESTMENT MANAGEMENT LIMITED

DEFINITIONS

Under this Personal Information Statement, the words “I”, “me”, “mine”, “my”, “our”, “us”, “we”, mean the applicant(s); the word “Manulife IM Limited” means Manulife Investment Management Limited; Manulife means Manulife Financial Corporation and all of its subsidiary corporations.

By signing under the heading “Protection of Your Privacy” in the Application Form, I acknowledge that I have read and understood this Personal Information Statement and consent to the collection, use and disclosure of my personal information in accordance with the terms of this Personal Information Statement.

COLLECTION

The personal information I provide to Manulife IM Limited (or Manulife IM Limited collects with my consent) with respect to this investment application will be protected and maintained in an investment file with Manulife IM Limited.

I authorize Manulife IM Limited to collect personal information about me that is necessary for the required purposes, when I open an account or begin any other relationship with Manulife IM Limited, and during the course of our relationship. I also authorize any person that Manulife IM Limited contacts under this authorization to provide such information. Manulife IM Limited may collect this information from sources including but not limited to Manulife IM Limited records, from service arrangements (including transactions) I have made with or through Manulife IM Limited, and from my financial representative. The information Manulife IM Limited collects may include:

- Information I provide on applications or “Know Your Client” forms and through other communications, whether oral, written or in electronic form;
- Information about my transactions and account history with Manulife IM Limited; and
- Other information that Manulife IM Limited may obtain about me during the normal course of business such as demographic information

RECORDING OF TELEPHONE CONVERSATION(S)

I authorize Manulife IM Limited to record my telephone conversation(s) with Manulife IM Limited personnel for the administration of my products and to maintain quality service levels. If I do not wish that my telephone conversation(s) be recorded, I agree to only communicate with Manulife IM Limited in writing, and request that any response by Manulife IM Limited be in writing as well.

USING MY PERSONAL INFORMATION

Manulife IM Limited may use my personal information only for the following purposes:

- To confirm my identity;
- To verify the accuracy of the information provided by me, or collected with my consent;
- To conduct searches to locate me and update my contact information in my file;
- To better understand my financial situation and evaluate my investment application;
- To properly administer and service any financial services and products that Manulife IM Limited provides to me;
- To keep records of my telephone conversation(s) in the event of any miscommunication;
- To listen to my recorded telephone conversations to maintain quality service levels;
- To help Manulife IM Limited understand the current and future needs of its customers;
- To provide me with details of other financial products offered by Manulife IM Limited, its affiliates and other select financial product providers; and
- To comply with legal and regulatory requirements.

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

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

SHARING MY PERSONAL INFORMATION

I understand that Manulife IM Limited may make my personal information, including any details of the denial of my application, available to their employees, representatives and third party service providers.

Access to my personal information is limited to those employees and third party service providers who need this information for purposes directly related to the performance of their duties for Manulife IM Limited. Your information may be provided to these people, organizations and service providers in jurisdictions outside Canada, including the United States and would in such cases become subject to the laws of those foreign jurisdictions. All employees, representatives and third party service providers who are granted access to my records will be required to keep this information protected and confidential. They know they are to use the information only for the purposes intended. This expectation is clearly communicated. I also understand that, where not prohibited by law, Manulife IM Limited may share this information with its affiliates and other entities within the Manulife group of companies for purposes limited to the administration of my account.

Below are some examples of third party service providers to whom Manulife IM Limited may disclose my personal information.

- Fund companies or other issuers of investments named in any forms completed for my benefit;
- Parties representing me, such as my financial advisor, or to other parties at my direction/consent;
- Companies that work for Manulife IM Limited to service my accounts, or to provide services or process transactions I have requested. For example, Manulife IM Limited may use companies to assist them with mailing statements, confirmations, processing cheques, providing information technology services, or providing online transactions or account maintenance capabilities;
- Financial service providers offering trust and custodial products and services;
- Those to whom I gave permission; and
- Those authorized, permitted or required by law, such as in response to a subpoena or other legal process or the use of my social insurance number to submit tax reports to Canada Revenue Agency.

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

OTHER PRODUCT OFFERINGS

From time to time, Manulife IM Limited and Manulife may offer or promote its other financial products as permitted by law. These other financial product offerings could include for example, securities and loan products, which Manulife IM Limited believes, may be of interest to me. **Manulife IM Limited will not sell my**

personal information to anyone. Nor will Manulife IM Limited share my personal information with organizations outside of Manulife IM Limited member companies that would use it to contact me about their own products or services.

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

WITHDRAWING MY CONSENT

I may withdraw my consent for Manulife IM Limited's collection, use and disclosure of my personal information, at any time. To do so, I may write to Manulife IM Limited's Privacy Officer at Privacy_Office_Canadian_Division@manulife.com or at the address set out below. Six to eight weeks may be required to process my request.

If I withdraw my consent for Manulife IM Limited to collect, use and disclose my personal information, Manulife IM Limited may no longer be able to properly administer my products and will have the legal right to require the redemption and closure of my investment account (subject to penalties, if applicable). Notwithstanding such withdrawal of consent by me, Manulife IM Limited may be required by law to maintain and use my personal information for record keeping, tax and financial reporting.

RETENTION OF INFORMATION

If I am no longer a client of Manulife IM Limited or if this agreement terminates, Manulife IM Limited may keep my information in their records so long as it is needed for the purposes described in this agreement or as long as it may be required or permitted by law.

MY RIGHT TO ACCESS MY PERSONAL INFORMATION OR TO RECEIVE ADDITIONAL INFORMATION

I may request additional information and a copy of Manulife IM Limited's privacy policies at any time. I may also request access to my personal information, subject to the restrictions provided by law, and ask that any inaccurate or incomplete information be corrected. To do so, I may send a written request with details to the Privacy Officer at Privacy_Office_Canadian_Division@manulife.com or at the following address: Privacy Officer, Manulife Investment Management Limited, 500 King Street North, Waterloo ON N2J 4C6.

MANULIFE INVESTMENT MANAGEMENT LIMITED
Del Stn 500 G-B
500 King Street North
Waterloo ON N2J 4C6
FAX: 1-866-581-8427

For more information about our products, visit [Manulifeim.ca](https://www.Manulifeim.ca)

 **Manulife** Investment Management

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NN1525E (12/2023)



MANULIFE INVESTMENT MANAGEMENT LIMITED

BROKER/DEALER

ACCOUNT HOLDER

