



Manulife Financial

Plan Services Agreement

This document forms part of your contract with Manulife Financial.
It provides information on:

1. Services and information provided by Manulife, and
2. Fees

Manulife Financial
Canadian Pension Operations
P.O. Box 396 Station
Delivery Station KC-6
Waterloo, Ontario N2J 4A9

GENERAL TERMS

This Agreement supersedes all prior agreements for the Plan services with respect to the Plan with Manulife Financial and/or Maritime Life, as the case may be.

Definitions:

“Agreement” means the Plan Services Agreement

“Application” means the Application to the Insurer to fund the Plan.

“Effective Date” is as defined in the Application

“Inter-Account Transfer” means transfer of funds between investments in the Plan

“Insurer” means Maritime Life and Manulife Financial, collectively or separately, as the context requires, being the issuer of the Policy or provider of the services hereunder.

“Manulife Financial” means The Manufacturers Life Insurance Company

“Maritime Life” means The Maritime Life Assurance Company

“Member” means an individual who has become a Member of the Plan

“Plan” is as defined in the Application

“Policy(ies)” means the Investment Policy issued by Manulife Financial and/or the Group Pension Policy issued by Maritime Life

“Policyholder” is as defined in the Application

“Valuation Date” means a date as of which the Pooled Fund(s) will be valued. This date will be a day when both (i) the Toronto Stock Exchange is open for business, and (ii) a value is available for the underlying assets. Valuation Dates end at 4 p.m. Eastern Time, except in situations where the Toronto Stock Exchange has closed earlier.

“We”, “our” and “us” means Manulife Financial and Maritime Life

“You” and “your” means the Policyholder

GENERAL TERMS

It is hereby agreed that Manulife Financial and Maritime Life will provide Plan services listed in this Agreement, subject to the following conditions:

1. Agreement

This Agreement pertains to services provided solely under this Plan.

The investment policy attached hereto forms part of this Agreement and shall only be amended upon written agreement of the parties or as permitted pursuant to this Agreement.

2. Effective Date

This Agreement will be in effect on the Effective Date or such later date as the parties agree.

3. Amendments

Any amendments to the Plan Documents, Rules, if applicable, and Policies or any changes in applicable legislation may result in revisions to the services outlined and in such cases this Agreement will be amended or replaced at the discretion of the Insurer.

4. Terms

This Agreement shall be in effect for the duration of the Plan (the "Term").

5. Termination

During the Term of this Agreement and any subsequent renewals, either the Policyholder or the Insurer may terminate this Agreement for any reason including reasons of convenience upon three (3) months prior written notice to the other party. The date of termination shall be the date specified in the notice of termination delivered under this section.

6. Termination Process

As result of a termination of this Agreement initiated under the Termination section herein, the parties agree to the following termination process:

- a) The Insurer shall, acting in a commercially reasonable manner, fully cooperate with the Policyholder in the transfer of rights and obligations under this Agreement, including the expeditious transfer to another service provider of the:
 - (i) Plan subject to applicable laws;
 - (ii) Plan Member accounts and related financial information.

- b) The Insurer shall discontinue all telecommunication and online services within thirty (30) days of the date of termination.

GENERAL TERMS

- c) All fees, expenses or outstanding accounts of either party pursuant to this Agreement shall be reconciled to the date of termination and paid prior to transfer of assets under the Termination Process.

7. Events of Default

For the purposes of this Agreement, the following shall constitute an event of default:

- a) The breach by the Insurer or the Policyholder of any of their performance obligations under this Agreement and such breach has continued for a period of thirty (30) consecutive days after receipt of written notice thereof from the aggrieved party. If such breach cannot be reasonably remedied within thirty (30) days, the breaching party may request an extension of time from the aggrieved party to remedy the breach, which request to extend shall not be unreasonably denied. If such breach cannot be reasonably remedied within thirty (30) days or the breaching party is unable or unwilling to remedy such breach, then the aggrieved party may immediately terminate this Agreement upon written notice to the breaching party. The parties agree to follow the Termination Process specified in this Agreement after delivery of such notice.
- b) Commencement of any legal proceedings or issuance of an order made by a court of competent jurisdiction for the dissolution, winding-up, or liquidation of the Insurer or the Policyholder, which proceedings are not defended, or order not appealed or vacated within ten (10) days thereafter;
- c) Filing, or consenting to the filing in any court of a petition in bankruptcy or insolvency, or for any reorganization, readjustment, arrangement, composition, or similar relief under any applicable law protecting creditors' rights or for the appointment of a receiver or trustee of all or a substantial portion of the assets of the Insurer or the Policyholder, or the declaration of the Insurer or the Policyholder by a court of competent jurisdiction to be bankrupt or the appointment of a trustee, custodian, sequestrator, receiver, receiver and manager or any other officer with similar powers of either the Insurer or the Policyholder; or
- d) Insolvency or making of an assignment for the general benefit of its creditors by the Insurer or the Policyholder, or passage of any resolution by the directors or shareholders of a party for its dissolution or liquidation.

With respect to section a) above, the defaulting party shall have thirty (30) days to remedy such default. If such breach cannot be reasonably remedied within thirty (30) days, the breaching party may request an extension of time from the aggrieved party to remedy the breach, which request to extend shall not be unreasonably denied. If such breach cannot be reasonably remedied within thirty

GENERAL TERMS

(30)days or the breaching party is unable or unwilling to remedy such breach, then the aggrieved party may immediately terminate this Agreement upon written notice to the breaching party. The parties agree to follow the Termination Process specified in this Agreement after delivery of such notice.

With respect to sections b) – d) above, the party not subject to action under these sections may terminate this relationship, where the indicated conditions are met, at its sole discretion. Notice of termination shall be in writing and the parties agree to follow the Termination Process specified in this Agreement after delivery of such notice.

For greater clarity it is acknowledged that a change in the legal structure or ownership of either Manulife Financial or Maritime Life shall not constitute an event of default for the purpose of this Agreement.

8. Subcontracting

The Insurer may delegate performance of any of its obligations and responsibilities hereunder to any affiliated company, firm or independent contractor, provided the Insurer shall not be relieved of any of its duties, obligations or responsibilities hereunder by use of such affiliated company, firm or independent contractor. the Insurer shall remain liable for such services. Where such services are delegated, the Insurer shall ensure that such affiliated company, firm or independent contractor adheres to applicable personal information privacy and security laws.

9. Responsibilities

The Policyholder has agreed to act as agent on behalf of all Members covered under the Plan. Upon receipt of contributions, the Insurer will invest the contributions on behalf of the Member and pay benefits in accordance with the terms of the Plan.

10. Provision of Information

The Policyholder and the Members must furnish all information and evidence which the Insurer requires to provide the Plan services. We may also require additional information to provide services that the Policyholder requests.

11. Reliance

The Insurer will rely completely on the information that the Policyholder or Members provide or which is provided by those acting on the Policyholder's or Member's behalf, to determine benefits under the Plan. The Insurer will not incur any liability whatsoever due to any errors or omissions, or be held liable for wrongful

GENERAL TERMS

payments, where we have acted in good faith upon instructions from the Policyholder or those acting on the Policyholder's behalf.

12. Coordination of Services

This Agreement covers services normally required to assist in the administration of the Plan. Services that may be required from time to time but are not covered by this Agreement will be the Policyholder's sole responsibility to provide unless otherwise negotiated with the Insurer in advance. There may be a charge, based on our current cost accounting method, for such services. The Policyholder will be advised of the charge before such services are performed.

13. Indemnity

The Insurer shall indemnify and save harmless the Policyholder and the Policyholder's subsidiaries, affiliates and successors and their respective directors, officers, agents and employees from and against any claims, demands, actions, causes of actions, damage, loss, costs, liability or expense, including reasonable legal fees and expenses which may be made or brought against the Policyholder and/or which the Policyholder may suffer or incur as a result of, in respect of, or arising out of the Insurer's negligent performance or failure to perform its duties and obligations under this Plan as determined in accordance with the Standard of Care. The Insurer shall, however, be afforded an opportunity at its sole expense to resist, defend and compromise the same.

The Policyholder shall indemnify and save harmless the Insurer and its subsidiaries, affiliates and successors and their respective directors, officers, agents and employees from and against any claims, demands, actions, causes of actions, damage, loss, costs, liability or expense, including reasonable legal fees and expenses which may be made or brought against the Insurer and/or which the Insurer may suffer or incur as a result of, in respect of, or arising out of any actions taken by the Insurer in reliance, in good faith, upon any direction, notice or information provided by the Policyholder, particularly as they may relate to the administration of the Plan. The Policyholder shall, however, in respect of any claim made by any other party be afforded an opportunity at the Policyholder's sole expense to resist, defend and compromise the same.

14. Standard of Care

The Insurer shall act honestly and in good faith and shall exercise the degree of care, diligence and skill that a prudent insurer would exercise in comparable circumstances and in compliance with all applicable laws.

15. Confidentiality

Neither the Insurer nor its employees shall disclose to any third party in whole or in part, any confidential information relating to this Agreement without the Policyholder's consent or the Member's consent if the information is related to a Member. This obligation shall not prohibit the disclosure of any information that is required or permitted to be disclosed under applicable law. Information (other than personal Member information) which, at the time of disclosure or later, is published or becomes otherwise available to the

GENERAL TERMS

general public other than as a result of disclosure by the Insurer, shall not be considered confidential. Information (including personal Member information), which comes into the Insurer's possession from third parties who have a bona fide right to make such information available without restriction, shall not be considered confidential. This provision is intended to survive the termination of this agreement.

Section 1 - SERVICES AND INFORMATION

1. Documentation

- (a) The Insurer will prepare an Investment Policy and Plan Services Agreement.
- (b) The Insurer will prepare a standard booklet for each Member describing Plan features and benefits.
- (c) The Insurer will prepare a standard Plan Document and will register such Plan Document with the appropriate regulatory authorities.
- (d) Policyholder or its authorized representative will make any required amendments to the standard Plan Document or investment policy as necessary to ensure continued compliance with applicable legislation, and provide same to the Insurer for approval.
- (e) Policyholder or its authorized representative will make any required amendments to the standard Plan Document as required by the Plan Sponsor. Such amendments will be provided to the Insurer for approval and will take effect upon such approval being given unless otherwise required by applicable legislation.

2. Administration Services of the Insurer

- (a) Establishment and maintenance of individual records required to provide benefits for Members. This includes:
 - (a) maintaining records of invested contributions,
 - (b) reinvestment of Guaranteed Interest Accounts, and
 - (c) recording and updating personal and beneficiary information, as required.
- (b) Transfers of funds between Accounts for Members.
- (c) Plan Administration Kit at Policy issue and replenishment of supplies, as required.
- (d) Member Access to Account information for processing and inquiry requests will be available through any of the following three (3) methods:

Manulife PASSPORT® Telephone
Manulife PASSPORT® Internet
Manulife Customer Service Representatives

- (e) Payment of benefits upon termination, death, disability or retirement of a Member as instructed by the Policyholder. This will include any required tax reporting and withholding.

Section 1 - SERVICES AND INFORMATION

- (f) Withdrawal of funds for Members, where permitted by the Plan and Applicable Legislation. A limited number of withdrawals will be available at no charge.

3. Reporting Services of the Insurer

- (a) Periodic Investment Bulletins detailing investment performance.
- (b) Periodic financial reports summarizing transactions and values for the Plan for the period covered by the statement.
- (c) Financial statements for each Member confirming the personal and beneficiary information on our records, outlining accumulated values and summarizing activity for the period.
- (d) A Member Account Summary for the Policyholder, or Plan Sponsor as the case may be, summarizing contributions and investments for each Member.
- (e) A financial statement at each Plan Anniversary to assist the Policyholder in completing the Annual Information Return required by the governing pension authorities.
- (f) Upon request, a quotation for each Member to assist in the selection of a benefit option at retirement or termination of Plan membership.
- (g) A Benefit Confirmation Report outlining accumulated values, and benefit calculations if applicable, on the termination, death, or disability of a Member.
- (h) If required by Applicable Legislation, preparation of a Cost Certificate and submission to the appropriate government authority at plan issue and triennially.
- (i) Preparation of reports and filing with the appropriate regulatory and/or new fiduciary upon Policy discontinuance.

Section 2 - FEES

1. An Investment Management Fee (IMF) is deducted from each Pooled Fund on each Valuation Date. The IMF applicable to Segregated Funds investments under this Policy is equivalent to the annual IMF percentage shown in Schedule 1 (attached).
2. An Initial Set-Up Fee of \$0 will be charged.
3. An annual Administration Fee of \$0 will be charged.
4. Member Fees will be equal to \$27.00 per Member (active or inactive) per year. If applicable, these Fees will be either billed to the Policyholder or deducted from the Member Accounts, as selected by the Policyholder.
5. Service Charges are not applicable to this policy.
6. Semi-Annual Financial statements will be provided at no charge. Additional statements will be provided on demand subject to payment of fees, currently set at \$2.50 per Member per request for statements sent to the Policyholder plus \$2.50 per Member per request for a statement that is to be mailed directly to the Member. These fees will be billed to the Policyholder, deducted from the Member Accounts, or reflected in increased fees for Segregated Fund Investments and reduced interest rates on Guaranteed Interest Accounts, as selected by the Policyholder.
7. If the Policyholder requests a reconciliation and/or correction of the Accounts of a Member or Members, a fee, based on the Insurer's then current hourly rates for such services, will be charged upon completion of the reconciliation or correction and will be billed to the Policyholder. Any investment losses associated with the correction or an error will be added to the charge. This fee will be waived if the service is necessary due to a problem created by the Insurer.
8. If any withdrawal amount is required to be sent by courier by the Insurer, the cost of the courier will be paid from the withdrawal amount or paid separately by the Member, Policyholder or Plan Sponsor, as the case may be.
9. The fee to amend the investment policy or the standard Plan Document, or to prepare customized Member booklets, will be based on our then-current hourly rates for such services, or at such hourly rate as is negotiated with us in advance, with a minimum \$200.00 fee applicable to amendments required to comply with applicable legislation. The fee will be payable before the Insurer prepares the documentation. This fee will be waived in the event that the service becomes necessary due to a problem created by the Insurer.

Section 2 - FEES

10. If the Plan Sponsor, Policyholder, or a Member requests a duplicate tax form or receipt, or statement, there will be a per item fee charged, currently \$10.00, which will be billed to the Plan Sponsor, Policyholder or Member, or deducted from the Member's account. This fee will be waived if the service is necessary due to a problem created by the Insurer.
11. It may become necessary for the Insurer to use a service when making reasonable efforts to locate a Member who is entitled to benefit payments. The cost of the service, up to a maximum of \$50.00, will be deducted from the benefit amount.
12. The fee for processing a Policy discontinuance will be based on our then-current-hourly fee, subject to a minimum \$200.00 fee. This fee is to be paid separately by the Policyholder or deducted from the Member Accounts.
13. Fees noted in this Agreement are subject to change at the Insurer's sole discretion. Any fee increases, increases to service fee minimums, or hourly rate increases will not be made until completion of the first year following the Policy effective date. Any fee increases will require 30 days written notice of such increase(s) to the Policyholder.
14. If fees are to be paid by the Policyholder and are not paid within 3 months after they are due, the Insurer reserves the right to deduct the fees from the Member Accounts. Written notification will be provided to the Policyholder in advance of this action.

Section 2 - FEES

SCHEDULE 1. - INVESTMENT MANAGEMENT FEES

Fund Code	Fund Name	Fund IMF
9730	MLAC Balanced Fund	1.050%

M = Million

Section 3– Standard Terms

1. **Expenses**

Except as otherwise provided in this Agreement, all expenses incurred by the parties in connection with or related to the authorization, preparation and implementation of this Agreement, including all fees and expenses of agents, representatives, counsel and accountant employed by any such party, shall be borne solely and entirely by the party which has incurred same.

2. **Non-Assignability, Binding Effect**

(a) This Agreement and the rights, benefits, interests and obligations hereunder are personal to the respective parties and shall not be transferred or assigned, directly or indirectly, either voluntarily or by operation of law, without the prior written consent of the other party which consent may not be arbitrarily withheld; provided however, nothing herein shall prevent the Insurer from transferring or assigning its rights, benefits and interests hereunder to an affiliate or causing such affiliate to perform certain of its obligations, in each case without the Policyholder's consent.

This Agreement and the rights, benefits, interests and obligations hereunder are personal to the respective parties and shall not be transferred or assigned, directly or indirectly, either voluntarily or by operation of law, without the prior written consent of the other party which consent may not be arbitrarily withheld; provided however, nothing herein shall prevent the Policyholder on notice to the Insurer from transferring or assigning its rights, benefits and interests hereunder to an affiliate of such party or causing such affiliate to perform certain of its obligations, in each case without the Insurer's consent, provided that the Policyholder remains liable for the full performance of the it's obligations delegated or assigned hereunder.

(b) This Agreement is entered into solely for the benefit of the parties and, except as contemplated by this Section, shall not confer any rights upon any person not a party to this Agreement. This Agreement shall enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns, provided that the terms of this Section have been met.

3. **Force Majeure**

All parties are excused from performance and shall not be liable for any delay in delivery or for non-delivery, in whole or in part, caused by the occurrence of any major contingency beyond the control of the parties, including, but not limited to, work stoppages, fires, civil disobedience,

Section 3– Standard Terms

riots, rebellions, accident, explosion, flood, storm, Acts of God, acts of terrorism and similar occurrences.

4. Entire Agreement

This Agreement, the Policies, the Schedules, the Application and the Appendices, if applicable, executed from time to time, constitutes the entire agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, which prior agreements, understandings, negotiations and discussions are hereby terminated.

5. Notices

All notices, documents or other communications required or permitted by this Agreement to be given to a party (collectively, a "**Notice**") shall be in writing and sufficiently given if delivered personally or if sent by prepaid courier delivery or registered or certified mail (return receipt requested) or if transmitted by telecopier or other form of recorded communication tested prior to transmission to such party:

If to the Insurer:

Director, Client Services, Canadian Pension Operations,

25 Water Street South, Kitchener, ON, Canada N2G 4Y5

Facsimile 519-747-6895

or at such other address as any party to whom such Notice is to be given shall have at least notified the party giving the same in the manner provided herein. Any Notice delivered personally to the party to whom it is addressed as aforesaid shall be deemed to have been given and received on the day it is delivered at such address. Any Notice delivered to a party shall be deemed to have been sufficiently delivered personally if delivered to any senior officer of such party. Any Notice mailed as aforesaid shall be deemed to have been given and received on the third (3rd) Business Day next following the date of its mailing provided that during any period of mail service disruption, notice shall be delivered personally, by courier delivery or transmitted by telecopier or other form of recorded communication. Any Notice transmitted by telecopier or other form of recorded communication as aforesaid shall be deemed given and received on the first (1st) Business Day following the date of transmission.

Section 3– Standard Terms

6. **Time of Essence**

Time shall be of the essence of this Agreement.

7. **Amendments and Modifications**

This Agreement may not be amended or modified in any respect except by written instrument executed and delivered by duly authorized officers of the parties.

8. **Waiver**

A waiver of any default, breach or non-compliance under this Agreement is not effective unless in writing and signed by the party to be bound by the waiver. No waiver shall be inferred from or implied by any failure to act or delay in acting by a party in respect of any default, breach or non-observance or by anything done or omitted to be done by any other party. The waiver by a party of any default, breach or non-compliance under this Agreement shall not operate as a waiver of that party's rights under this Agreement in respect of any continuing or subsequent default, breach or non-observance (whether of the same or any other nature).

9. **Severability**

If any provision of this Agreement is held to be illegal, invalid or unenforceable, under present or future laws effective during the term hereof or after termination, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part of this Agreement. The remaining provisions of this Agreement shall remain in full force and effect and shall not be affected thereby, and each term, covenant, and condition of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

10. **Freedom of Action**

Except as otherwise specifically provided herein, nothing herein shall be deemed to restrict the freedom or authority of the Insurer or the Policyholder to conduct any business or activity whatsoever with other parties. No fiduciary relationship is created by this Agreement and each party shall have the right to engage in any business and own interests in other properties for its own individual profit.

Section 3– Standard Terms

11. **Counterparts**

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall be deemed to constitute one and the same instrument. Counterparts may be executed either in original or faxed form and the parties adopt any signatures received by a receiving fax machine as original signatures of the parties; provided, however, that any party providing its signature in such manner shall promptly forward to the other party an original of the signed copy of this Agreement which was so faxed.

12. **Construction**

The divisions of this Agreement into separate Articles, Sections, Subsections and Schedules, and the insertion of heading is for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

13. **Law Governing**

This Agreement shall be construed in accordance with and governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein.

14. **Schedules**

Schedules agreed to between the parties shall be dated and signed by each of the parties hereto, and deemed incorporated into this Agreement.

15. **Language**

It is the express wish of the parties that this Agreement and any related documents be drawn up and executed in English. Les parties conviennent que la présente convention ainsi que tous les documents s'y rattachant soient rédigés et signés en anglais.

16. **Further Assurances**

Each party shall, upon reasonable diligence, perform any act and execute and deliver the document now or hereafter reasonably required by any other party to carry out the terms of this Agreement in accordance with its true intent and meaning.

Section 3– Standard Terms

17. **Representation of Authority to Execute Agreement**

Each of the parties hereby represents that it has the authority to execute and deliver this Agreement on its own behalf.

18. **Continuation of Agreement**

In the event Manulife Financial and Maritime Life merge their business operations in any manner, this Agreement shall continue in full force and effect and be binding on the parties and their respective successors and assigns.