



Tax-Free Savings Account Application

This application is used for the Tax-Free Advantage Account and Tax-Free Guaranteed Investment Certificates (GIC).

Manulife Bank of Canada
500 King Street North
WATERLOO ON N2J 4C6
Fax: 1-866-840-6425

Questions?
*If you have questions, please contact
Manulife Bank at:*
1-800-567-9170

1 Account Holder Information *(all Manulife Bank correspondence will be sent to this address)*

Last name, Date of birth and Social Insurance Number must match what is on file with Canada Revenue Agency in order for your TFSA to be registered. The Social Insurance Number cannot start with a 9 (temporary SIN).

Mr. Mrs. Miss Ms Other ▶

Account Holder's name (last, first and middle)	Date of birth (mmm/dd/yyyy)	Social Insurance Number (mandatory)
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Home address (number, street, apartment) *(Address cannot be PO Box. Physical address required)*

City	Province	Postal code
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Email address	Country of residence	Home phone number	Mobile phone number
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Have you or any close relative or close associate ever held a senior position in a government, political party, military or government-owned corporation, or are currently or in the past 5 years, held the position of the head of an international organization?

No Yes If yes, please complete the Politically Exposed Person Disclosure form (AB0707E).

Please provide one valid Canadian government issued photo ID verified in person. If photo ID is not provided, please complete the Identification Verification Form and Signature Card (AB0487E).

Canadian Driver's Licence Canadian Passport Canadian Provincial or Territorial Identification Canadian Citizenship Card (issued prior to 2012)
 Other Canadian photo ID (specify) _____

Document number	Issuing Jurisdiction (Province)	Issuing Country Canada	Expiry date (mmm/dd/yyyy)	Date verification was made (mmm/dd/yyyy)
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Employment status – Please input the appropriate Industry and corresponding Occupation as outlined in AB0647E.

<input type="radio"/> Employed <input type="radio"/> Unemployed <input type="radio"/> Student <input type="radio"/> Retired	Occupation	Industry
	Employer name	

2 Contribution/Transfer Instructions

Contribution/transfer amount \$	Contribution/transfer type (check one) <input type="radio"/> Contribution <input type="radio"/> Marriage breakdown transfer <input type="radio"/> TFSA transfer <input type="radio"/> Spousal transfer (at death)
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3 Investment Details – The total of all Deposit Amounts should equal the initial deposit.

If the deposit is coming from someone other than yourself, please complete the Tax-Free Savings Account Third Party Declaration form (AB0865E).

Tax-Free Advantage Account

Deposit Amount \$	Variable interest rate %*	Source of deposit <input type="radio"/> Funds Transfer <input type="radio"/> Cheque <input type="radio"/> Local Area Banking
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* Advantage Account variable annual interest rate applicable to this account is posted at manulifebank.ca, additional terms and conditions may apply. Interest is calculated daily and paid monthly.

Long-Term Guaranteed Investment Certificate (1-5 years – minimum \$2,500)

Interest is compounded annually and paid at maturity. Redemption prior to maturity is subject to market value adjustment and expense recovery fees.

Deposit Amount	Term (years)	Issue date (mmm/dd/yyyy)	Maturity date (mmm/dd/yyyy)	Fixed interest rate	Maturity instructions
\$					
\$					

Your GIC will be issued on the Issue date and the Fixed interest rate specified above only if Manulife Bank receives your payment on or before the Issue date. Investments are non-transferable and non-assignable. Manulife Bank will adjust the Maturity date forward if it falls on a weekend or holiday. Direct deposits will be made to the Manulife Bank account associated with this application. If no Maturity instructions are provided, the investment will be reinvested for the same term at the fixed interest rate offered at that time. A ten (10) business day cancellation option applies.

Early Redemption fees for GICs

Manulife Bank Guaranteed Investment Certificates are locked-in for 1-year to 5-year terms. Early redemption of Tax-Free GICs prior to maturity is subject to market value adjustment and expense recovery fees. GICs must be redeemed in full; partial redemptions are not permitted. The market value adjustment fee is calculated as follows: market value adjustment fee = amount redeemed × (days to maturity / 365) × (current interest rate for the remaining GIC term length – the locked-in GIC interest rate). If interest rates have declined, the market value adjustment fee will be zero; no market value credit will be applied. The expense recovery fee is calculated as follows: expense recovery fee = amount redeemed × (days to maturity / 365) × 1%.

4 Funds Transfer – Complete only for Tax-Free Advantage Accounts

Attach a personalized cheque drawn on your account at a Canadian financial institution to this application made payable to yourself or marked VOID. Manulife Bank will link that account so you have the option to transfer funds to and from your new Manulife Bank account.

Transfer instructions

Regular fund transfers can help you reach your savings goal faster. Use the following section to authorize transfers from the account detailed on the personal cheque included with your application to transfer funds into your Manulife Bank account: (Please leave blank if you do not wish to arrange a transfer at the date of this Application.)

Amount \$	Start date (mmm/dd/yyyy)	End date (mmm/dd/yyyy)	<input type="radio"/> One-time transfer	<input type="radio"/> Monthly	<input type="radio"/> Semi-monthly (1 st & 15 th)
			<input type="radio"/> Weekly	<input type="radio"/> Bi-weekly	

Note: If a personalized cheque is not available, then a Pre-Authorized Debit form or Bank Account Confirmation form completed by your current financial institution is required to verify the account information. Fund transfers can only be set up with a bank account at another Canadian financial institution that offers this service. I undertake to inform Manulife Bank, in writing, of any change to the Linked Account information provided in this Application at least five (5) business days prior to the next due date of a fund transfer.

5 Statements – Please indicate how you'd like to receive your semi-annual statements (select one):

Internet, Mobile and Telephone banking are all provided when the TFSA is set-up.

- e-Statements** I consent to receiving e-Statements and agree to the terms and conditions available online at manulifebank.ca/estatemnts. I understand that if an email address is provided on this application, an email notification will be sent when the e-Statement is ready.
- Paper statements** I would like to receive paper statements.

6 Successor Holder or Beneficiary Designation (where permitted by law)

Your designation of a Successor Holder or beneficiary of this Account will not be revoked or changed automatically by any future marriage, divorce or relationship breakdown. Should you wish to change your Successor Holder or beneficiary, you will have to do so by means of a new designation.

Successor Holder: Only your spouse or common-law partner, as defined in the *Income Tax Act* (Canada), can be a **Successor Holder**. In the event of your death, the name on the Account is changed to the name of the Successor Holder, who will continue to hold and operate the Tax-Free Savings Account (TFSA) as their own.

Successor Holder designation (where permitted by law)

In Quebec, the designation of a Successor Holder can only be made in a will or marriage contract.

Mr. Mrs. Miss Ms Other ▶

Successor Holder (last, first, middle initial)

Beneficiary designation (where permitted by law)

In Quebec, the designation of a beneficiary can only be made in a will or marriage contract.

If the beneficiary is a minor, please complete the Beneficiary and Successor Holder Designation form (AB0805E) to name a trustee.

Beneficiary name (last, first, middle initial)	Relationship to Account Holder	Designated %
Beneficiary name (last, first, middle initial)	Relationship to Account Holder	Designated %
Beneficiary name (last, first, middle initial)	Relationship to Account Holder	Designated %

If you have not designated exactly 100%, any surplus or shortfall will be shared *pro rata* among your surviving beneficiaries. **Must total 100%**

I hereby REVOKE any previous designation of Successor Holder and/or beneficiary which I may have made for the above Account.

I DESIGNATE the person(s) I have named above as Successor Holder/beneficiary(ies) to receive the proceeds of the Account upon my death in accordance with the Account terms and the Declaration of Trust and of applicable law.

I DIRECT the Trustee to administer the proceeds in accordance with the Declaration of Trust. Among other things, this means that upon my death, and if I do not designate a Successor Holder who survives me, the Trustee will distribute the net proceeds of the Account in accordance with the operative beneficiary designation, if any. If I designate more than one person above, the proceeds will be divided among the persons named above in the percentage of shares I indicated above; if the percentages are unclear, the proceeds will be divided equally among my surviving named beneficiaries; if the percentages do not total 100%, then any surplus or shortfall will be shared *pro rata* amongst my surviving named beneficiaries. Should any named beneficiary not survive me, his/her share will be divided equally among those designated beneficiaries that do survive me. If only one beneficiary survives me or if I designate only one beneficiary, that person will receive all the proceeds. If no person survives me or I make no beneficiary designation, the proceeds will be distributed to my estate.

I acknowledge that the Declaration of Trust provides that, prior to making any payments, the Trustee may require evidence satisfactory that this designation has not been subsequently revoked or amended by me and that such evidence may include letters probate or similar documents.

7 Regulatory Information

What is the intended use of this account?

- Investment Other (please be as specific as possible, i.e. saving for a vacation or living expenses)

Details

(Manulife Bank is required by law to determine the use of the Account; answers of "unknown" or "not applicable" are unacceptable and will result in processing delays.)

8 Quebec Residents Only

I acknowledge that I was provided with the French version of this application. I have expressly requested that this application be drawn up in English. I further acknowledge pursuant to Quebec laws, I will receive all documents provided as part of this application or required to fully complete this application in English and French and all further related documentation will be sent exclusively in English.

9 Signatures

- I hereby acknowledge that I have received an Account Operating Agreement and the Declaration of Trust and agree to be bound by the terms and conditions governing these services as set out in the Operating Agreement and consent to the collection, use and disclosure of my personal information, in accordance with the terms of the Personal Information Statement and Declaration of Trust.
- I agree that Manulife Bank may refer to my credit file, for identification purposes, when they are unable to satisfy their identification requirements with the information provided in this form.
- I request The Canada Trust Company (the "Trustee") to act as Trustee of my Manulife Bank of Canada Tax-Free Savings Account (the "Account") and to file an election with the Minister of National Revenue to register the qualifying arrangement as a Tax-Free Savings Account under section 146.2 of the *Income Tax Act* (Canada) and any applicable provincial income tax legislation. If at any time in the future I am no longer a resident in Canada I will notify Manulife Bank as this may affect the status of my Account.
- I certify that the information provided is true and complete and in order to keep my file current, I will advise Manulife Bank of any changes to the information provided in the application within 30 days.
- I acknowledge that my Representative may receive compensation.
- An acknowledgement of my account will be sent to me within 15 days of receipt by Manulife Bank. If I do not receive such acknowledgement, I should make further inquiries.

Account Holder signature

Date (mmm/dd/yyyy)

Authorized signature



Justin Hwang, Vice President, Customer Experience
Accepted by Manulife Bank.
As Agent for The Canada Trust Company, Trustee.

10 Representative Information and Assertions

I confirm that I have seen the authentic, valid, and current identity verification documentation presented by the Account Holder. I have completed and attached the Third Party Identification (AB0321E), if I have reasonable grounds to suspect the Account Holder is opening the Account/Investment on behalf of or for the benefit of a third party. I also undertake to inform Manulife Bank if I become aware that the Account/Investment is being operated for the benefit of a third party. I confirm that I have delivered to the Account Holder the Account Operating Agreement and Declaration of Trust.

Saskatchewan Deposit Agents Only: I confirm that I am a Deposit Agent for Guaranteed Investment Certificates for Manulife Bank in the Province of Saskatchewan. I hereby declare that I hold in trust all funds or certificates delivered or issued under this Application for the Account Holder signing.

Did the individual(s) initiate a new relationship with you for the purpose of opening this account? No Yes

If yes: Individual(s) referred by someone I know Individual(s) came to me directly

Advisor

Manulife Bank Representative

Agent name (last and first)		Representative code	Representative name (last and first)		Sales code
Telephone number	Fax number		Signature		Date (mmm/dd/yyyy)
Email address					
Signature			Date (mmm/dd/yyyy)		

Next steps:

- Submit the completed application to Manulife Bank for processing.
- Provide a copy of this application to your client along with the Operating Agreement and the Declaration of Trust.
- Follow the appropriate instructions below for the method of the initial deposit:
 - Funds Transfer:** Fax the completed application and a copy of the personalized VOID cheque to the fax number on the cover page.
NOTE: The cheque must be preprinted with the client's full name. If a preprinted cheque is not available, then a Pre-Authorized Debit form or Bank Account Confirmation form completed and stamped by the other financial institution is required.
 - Cheque:** Mail the completed application and the client's initial deposit cheque to the address on the cover page.
 - Local Area Banking:** Fax the completed application, stamped copy of the NDDS and a photocopy of the cheque you deposited to the fax number on the cover page.
- Ensure you attach any supplementary forms required as indicated throughout this application.
- If a Power of Attorney is signing the application, please include a copy of the Power of Attorney document and complete the Identification Verification Form and Signature Card (AB0487E).

Visit manulife.ca/advisors for additional assistance and tips including rate guarantees, an example of the early redemption fee calculation for GICs, using local area banking and settling estate accounts.

Note:

- If the source of the initial deposit is from another TFSA, please complete the Transfer Authorization for Registered Investments form (AB0164E) and send the original to the relinquishing institution.

MANULIFE BANK OF CANADA TAX-FREE SAVINGS ACCOUNT DECLARATION OF TRUST

The Canada Trust Company, a trust company amalgamated under the laws of Canada (the "Trustee"), hereby declares that it agrees to act as Trustee for the individual named in the application (the "Application") on the face hereof (the "Holder") for Manulife Bank of Canada (the "Agent") *Tax-Free Savings Account* (the "Account") upon the following terms and conditions:

1. **REGISTRATION:** Subject to the Holder having attained the age of majority, the Trustee will elect, in the form and manner prescribed by the *Income Tax Act* (Canada) (the "Act") and any applicable provincial income tax legislation relating to tax-free savings accounts as designated from time to time in writing by the Holder (the Act and such provincial income tax legislation being hereinafter collectively referred to as "Applicable Tax Legislation"), to register the arrangement governed by this Declaration of Trust as a tax-free savings account under the Social Insurance Number of the Holder. For greater certainty, unless the Holder has attained at least 18 years of age at the time that this arrangement is entered into, it shall not constitute a qualifying arrangement, as that term is defined in subsection 146.2(1) of the Act, susceptible of being registered as a tax-free savings account.
2. **SPOUSE AND COMMON-LAW PARTNER:** Any reference to "Spouse" contained in this Declaration of Trust or in the Application means spouse or common-law partner.
3. **SUCCESSOR HOLDER:** Any reference to "Successor Holder" in this Declaration of Trust or in the Application means a Survivor, as that term is defined in subsection 146.2(1) of the Act, and who is the Spouse of the Holder immediately before the Holder's death.
4. **HOLDER:** Any reference to "Holder", "applicant" or "planholder" in the Declaration of Trust or in the Application means the Holder, as that term is defined in subsection 146.2(1) of the Act or Successor Holder.
5. **ACCOUNT:** The Trustee will maintain the Account for the exclusive benefit and in the name of the Holder, showing all contributions made to the Account and all investment transactions made at the direction of the Holder.
6. **CONTRIBUTIONS:** Only the Holder may make contributions to the Account, and the Trustee shall accept only such payments of cash and other transfers of property acceptable to it, pursuant to any minimum contribution requirement identified in the Application or other notice given under the terms of this Declaration of Trust or otherwise, the same together with any income therefrom constituting a trust to be used, invested and held subject to the terms hereof. It is the responsibility of the Holder to ensure that no contribution exceeds the maximum permitted under the Applicable Tax Legislation.
7. **INVESTMENT:** Contributions to the Account shall be invested and reinvested by the Trustee, on the direction of the Holder, in such investments as the Trustee shall make available from time to time, provided that such investments are qualified investments for tax-free savings accounts. The Trustee may, but need not, require any such direction in writing.
8. **DISTRIBUTIONS:** Subject to the terms of any investment, the Holder may request that the Trustee pay to the Holder all or any part of the assets held in the Account in satisfaction of all or part of the Holder's interest therein (a "Distribution"). Notwithstanding the terms of any investment, or any limit on the frequency of Distributions or any minimum Distribution requirement identified in the Application or other notice given under the terms of this Declaration of Trust, the Trustee may make Distributions in order to reduce the amount of tax otherwise payable by the Holder as a result of excess contributions made contrary to Applicable Tax Legislation. No one other than the Holder and the Trustee shall have rights under the Account relating to the amount and timing of Distributions and the investing of funds.
9. **TRANSFERS OUT:** All or a part of the property in the Account may be transferred to another tax-free savings account of the Holder, and the Trustee may liquidate any investments held in the Account to the extent deemed necessary to transfer the amount requested, subject to the terms of such investments.

All or a part of the property in the Account may be transferred to a tax-free savings account of the Spouse or former Spouse where the Holder and the Spouse or former Spouse are living separate and apart and the transfer is made under a decree, order or judgement of a competent tribunal or under a written separation agreement that relates to a division of property in settlement of rights arising out of, or on the breakdown of, their marriage or common-law partnership, and the Trustee may liquidate any investments held in the Account to the extent deemed necessary to transfer the amount requested.
10. **TRANSFERS IN:** Property may be transferred to the Account from another tax-free savings account of the Holder or of the Spouse or former Spouse of the Holder where:
 - (a) the Holder and Spouse or former Spouse are living separate and apart and the transfer is made under a decree, order or judgment of a competent tribunal or under a written separation agreement that relates to a division of property in settlement of rights arising out of, or on the breakdown of their marriage or common-law partnership; or
 - (b) the Holder is the Spouse's survivor and the transfer occurs as a result of an exempt contribution as that term is defined in subsection 207.01(1) of the Act.
11. **DEATH OF THE HOLDER:** In the event of the death of the Holder where the Holder has validly designated the Successor Holder (and the Holder is domiciled in a jurisdiction designated by the Trustee as one in which a holder of a tax-free savings account may validly designate a successor holder), the Successor Holder shall become the Holder. In the event of the death of the Holder where there is no Successor Holder or the Successor Holder has not been designated, the Trustee shall, upon receipt of satisfactory evidence thereof, realize the interest of the Holder in the Account. Subject to the deduction of all proper charges, including taxes, if any, required to be withheld, the proceeds of such realization shall be paid by the Trustee, as the case may be, to the estate of the Holder or to the Holder's designated beneficiary (where the Holder is domiciled in a jurisdiction designated by the Trustee as one in which a holder of a tax-free savings account may validly designate a beneficiary) upon furnishing the Trustee with such releases and other documents as may be required or as counsel may advise.

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

12. **OWNERSHIP:** The Trustee must hold any investment in its own name, in the name of its nominee, in bearer form or in such other name as the Trustee may determine. The Trustee may generally exercise the power of an owner with respect to all property held by it for the Account, including the right to vote or to give proxies to vote in respect thereof, and to pay any assessment, taxes or charges in connection therewith or the income or gains derived therefrom.
13. **DELEGATION:**
- (a) The Holder authorizes the Trustee to perform, and the Trustee may delegate to the Agent the performance of, the following duties and responsibilities of the Trustee:
- (i) to receive the Holder's contributions and transfers to the Account;
 - (ii) to make Distributions and transfers from the Account;
 - (iii) to invest and reinvest in the Account in accordance with the directions of the Holder;
 - (iv) to hold the assets forming the Account in safekeeping;
 - (v) to maintain the Account;
 - (vi) to provide statements to the Holder of the Account; and
 - (vii) to perform such other duties and responsibilities of the Trustee as the Trustee may determine from time to time, in accordance with the Applicable Taxation Act.
- (b) The Trustee shall, however, remain ultimately responsible for the administration of the Account pursuant to the provisions of this Declaration of Trust. The Holder also authorizes the Trustee to, and the Trustee may, pay the Agent all or a portion of the fees paid by the Holder to the Trustee hereunder and may reimburse the Agent for its out-of-pocket expenses in performing the duties and responsibilities delegated to the Agent by the Trustee, as agreed upon between the Agent and the Trustee. To the extent applicable, the Holder acknowledges that the Agent may earn normal brokerage commissions on investment and reinvestment transactions processed by the Agent.
14. **TRUSTEE FEES AND EXPENSES:** The Trustee will be entitled to such reasonable fees and other charges as it may establish from time to time for the Account and to reimbursement for disbursements and expenses reasonably incurred by it in performing its duties hereunder. All such fees and other amounts (together with any goods and services tax or other taxes applicable thereto) will, unless paid directly to the Trustee, be charged against and deducted from the assets of the Account in such manner as the Trustee determines, and the Trustee may realize assets of the Account in its absolute discretion for the purposes of paying such fees and other amounts. Any such realization shall be made at such price or prices as the Trustee or the Agent at its sole discretion may determine and neither the Trustee nor the Agent shall be responsible for any loss occasioned by any such realization. Notwithstanding the above, the Trustee is not entitled to charge against and deduct from the assets of the Account any charges, taxes or penalties imposed on the Trustee under the Applicable Tax Legislation.
15. **AMENDMENT:** The Trustee may, from time to time at its discretion, amend this Declaration of Trust, with the concurrence of the authorities administering the Applicable Tax Legislation if required, and:
- (a) without notice provided that the amendment is made for the purpose of satisfying a requirement imposed by the Applicable Tax Legislation or at its effective date the amendment will not in the Trustee's sole opinion adversely affect the Holder's rights under the Account;
 - (b) in all other cases, by giving 30 days prior notice to the Holder;
- provided, however, that any such amendments shall not have the effect of disqualifying the Account as a tax-free savings account within the meanings of the Applicable Tax Legislation.
16. **NOTICE:** Any notice given by the Trustee to the Holder shall be sufficiently given if mailed, postage prepaid, to the Holder at the address set out in the Application or at any subsequent address of which the Holder shall have notified the Trustee, and any such notice shall be deemed to have been given on the day of mailing.
17. **LIABILITY:** The Trustee shall exercise the care, diligence and skill of a reasonably prudent person to minimize the possibility that the Account holds a non-qualified investment as the term is defined in subsection 207.01(1) of the Act. Other than as heretofore stated, it shall be the responsibility of the Holder to determine whether any investment in the Account is or remains a qualified investment for a tax-free savings account under the Applicable Tax legislation. The Trustee shall not be liable for any tax payable by the Holder in respect of any non-qualified or prohibited investment (as those terms are defined in subsection 207.01(1) of the Act) except for taxes, assessments or other charges that the Trustee is liable for under the Act. The Trustee shall not otherwise be liable for the making, retention or sale of any investment or reinvestment as herein provided or for any loss or diminution of the assets comprising the Account.
- The Holder and his or her successors, executors and administrators shall at all times indemnify and save harmless the Trustee in respect of any taxes, assessments or other charges levied or imposed by any governmental authority upon or in respect of the Account.
- The Trustee shall not be liable for any taxes, assessments or other charges levied or imposed by any governmental authority upon or in respect of the Account or for any loss incurred by the Account, by the Holder or by any beneficiary designated for the purposes of the Account resulting from the Holder ceasing to be a Canadian tax resident.
- The Trustee and the Agent shall be entitled to and shall be fully protected in acting upon any instrument, certificate, notice or other writing believed by the Trustee or the Agent to be genuine and to be signed or presented by the proper person(s). The Trustee and the Agent shall be under no duty to make any investigation or inquiry as to any statement contained in any such writing but shall be entitled to accept the same as conclusive evidence of the truth and accuracy of the statement therein contained.
- When the Account is terminated and the proceeds thereon are distributed, the Trustee shall be released and discharged from any further responsibility or obligation in connection herewith.
- Except as otherwise provided herein, the Trustee shall not be liable for any loss incurred by the Account, by the Holder or by any beneficiary designated for the purposes of the Account unless due to the negligence, willful misconduct or lack of good faith of the Trustee.
18. **PROOF OF AGE:** The statement of the Holder's date of birth on the Application shall constitute a certification by the Holder and an undertaking to furnish such further evidence of proof of age as may be required.
19. **NO ADVANTAGE:** The Holder or a person with whom the Holder does not deal at arm's length may not receive an advantage as that term is defined in subsection 207.01(1) of the Act.

20. **SECURITY FOR A LOAN:** Where the Holder uses his or her interest or right in the Account as security for a loan or other indebtedness, the Holder shall be responsible for ensuring that the terms and conditions of the loan or other indebtedness are terms and conditions that persons dealing at arm's length with each other would have entered into, and it can be reasonably concluded that none of the main purpose for that use is to enable a person, other than the Holder, or a partnership to benefit from the exemption for tax of any amount under the Account.
21. **LOANS:** The trust is prohibited from borrowing money or other property for the purposes of the Account.
22. **REPLACEMENT OF TRUSTEE:** The Trustee, upon giving the Agent at least 30 days' written notice (or immediately if the Agent is for any reason incapable of acting in accordance with this Declaration of Trust), may resign, and the Agent, upon giving the Trustee at least 90 days' written notice (or immediately if the Trustee is for any reason incapable of acting as Trustee hereunder), may remove the Trustee as the trustee of the Account, provided that a successor trustee has been appointed by the Agent in writing. If the Agent fails to designate a successor trustee within 60 days after it has received notice of the Trustee's intended resignation, the Trustee may appoint its successor trustee. Such successor trustee shall, within 90 days of its appointment, give written notice of its appointment to the Holder. A successor trustee shall have the same power, rights and obligations as the Trustee. The Trustee shall execute and deliver to the successor trustee all conveyances, transfers and further assurances as may be necessary or desirable to give effect to the appointment of the successor trustee. Any successor trustee shall be a corporation resident in Canada and authorized under the laws of the province of residence of the Holder indicated in the Application to carry out its duties and responsibilities as trustee under the Account. Subject to the requirements of Canada Revenue Agency, any corporation resulting in the merger, consolidation or amalgamation to which the Trustee is a party or which purchases all or substantially all of the trust business of the Trustee shall be the successor trustee hereunder without the execution of any other instrument or document except notice to the Agent and to the Holder.
23. **ASSIGNMENT BY AGENT:** The Agent may assign its rights and obligations hereunder to any other corporation resident in Canada, approved by the Canada Revenue Agency and any other applicable authority, and authorized to assume and discharge the obligations of the Agent under the Account, provided that such corporation shall execute any agreement which is necessary or advisable for the purpose of assuming such rights and obligations and further provided that no such assignment may be made without prior written consent of the Trustee, which consent may not be unreasonably withheld.
24. **HEIRS, EXECUTORS AND ASSIGNS:** The terms of this Declaration of Trust shall be binding upon the heirs, executor, administrators and assigns of the Holder and upon the respective successors and assigns of the Trustee and Agent.
25. **PROPER LAW:** This Declaration of Trust will be governed by and construed in accordance with the laws of Ontario, the Applicable Tax Legislation and any other laws of Canada, which may be applicable.
26. **ENGLISH LANGUAGE:** The parties hereto have requested that this Declaration of Trust and all related documents be written, and the Account be established, in English. Les parties ont demandé que la déclaration de fiducie et tous documents y afférents soit rédigés, et le compte soit établi, en anglais.

Account Operating Agreement

Introduction and Definitions

I/We for good and valuable consideration, the receipt of which is acknowledged, agree with Manulife Bank that the operation of any and all Accounts which I/we now or hereafter have with Manulife Bank at any of its branches or agencies shall be subject to the following terms and conditions.

When used in this Agreement, the words "I", "me", "mine", "my", "our", "us", "we" mean the Account owner(s). The words "you" "your" "their", "Manulife Bank" and the "Bank" mean Manulife Bank of Canada.

The words "Access Card" mean the Manulife Bank banking access card you have issued to me. The letters "PIN" refer to the Personal Identification Number that you will provide me with and the letters "ABM" refer to the Automated Banking Machine used in connection with the Access Card. The words "Access Number" mean the number provided to me by Manulife Bank for internet and telephone banking purposes. The words "Interac Flash®" refer to the contactless feature on your Access Card that allows you to make Point of Sale purchases from your linked Primary Account. \$US Accounts, Guaranteed Investment Certificates and Term Deposits are not provided Access Cards.

The word "Agreement" means the Account Operating Agreement including the Access Cardholder Agreement, Funds Transfer Agreement and the Overdraft Agreement. The word "Application" refers to any application signed by the Account owners requesting deposit, line of credit, \$US, Guaranteed Investment Certificate or Term Deposit services offered by Manulife Bank. The word "Account" in this Agreement refers to any and all deposit, line of credit, \$US, Guaranteed Investment Certificate or Term Deposit accounts, including Access Cards or Access Numbers, I/we have with Manulife Bank.

A. General Account Terms (applicable to all accounts)

1. Service Charges

Manulife Bank may levy a service charge (the "Service Charges") against my Account for the operation of the Account and may debit the Account from time to time with the amount of such charge. If any of these charges are changed or a new charge is introduced, Manulife Bank will provide me with at least thirty (30) days prior written notice of the change or addition.

2. Bank's Right to Set Off Debts

Notwithstanding section 31(a) (Verification of Account), if I owe you any debt or liability, I agree that you may charge such amount against any positive balance in my Account, in any manner you deem appropriate and without any further notice to me.

3. Account Restriction

I agree that you may restrict access to my Account if you have reason to believe that unauthorized or fraudulent activity is occurring on the account.

4. Joint Accounts

If there are two or more owners, we hereby jointly and severally agree with Manulife Bank and with each other that all monies from time to time deposited to the Account, and interest, may be withdrawn by any one of us or his or her attorney or agent and each of us hereby irrevocably authorizes Manulife Bank from time to time to accept as sufficient direction for and evidence of any amounts withdrawn from the Account, any receipt, cheque or other instrument signed by any one or more of us, his, her or their agents, without any further signature or consent of the other or others of us thereto unless specified otherwise. We further acknowledge that we are jointly and severally liable for all transactions performed in respect of the Account.

Manulife Bank is also hereby authorized to credit the Account with all monies paid to the Manulife Bank for the credit of any one or more of us.

5. Survivorship

If there is more than one owner, and we hold this Account as joint tenants with right of survivorship, if one of the owners dies, the remaining owners will become entitled to the deceased's share in equal portions. This provision does not apply in the Province of Quebec.

Quebec Joint Spouse/Former Spouse Owners

We understand that we can declare to the Bank in writing at any time a specified division of the Account balance in the event of a death and also that it is our responsibility to inform the Bank of any change to our respective share of the banking account. If no declaration is made and one of the owners dies, we understand that the respective share of each owner will correspond to half of the Account balance. This provision is only applicable to Quebec joint owners who are spouses or former spouses. This provision does not apply outside of Quebec and also does not apply to other types of joint ownership in Quebec.

6. Signatures

I acknowledge that the signatures appearing on the Application will be referred to by Manulife Bank for the operation of the Account.

7. Personal Information Statement

In this Statement, "you" and "your" refer to the applicant(s) or co-applicant(s) who is (are) the account holder(s). "We", "us", "our" and "the Bank" refer to The Manulife Bank of Canada and its related affiliates.

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

We collect, use, verify and disclose your personal information for identified purposes, and only with your consent, or as permitted or required by law. By signing the application, you give your consent for us to collect, use, and disclose your personal information, as set out in this Personal Information Statement. Any alterations to the consent must be agreed to in writing by the Bank.

What personal information do we collect?

Depending on the product you have applied for, we collect specific personal information about you such as:

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

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

Where do we collect your personal information from?

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

What do we use your personal information for?

We will use your personal information to:

- Help us properly administer the products and services that we provide and to manage our relationship with you
- Confirm your identity and the accuracy of the information you provide
- Evaluate your application, and determine the suitability of our product(s) for you
- Comply with legal and regulatory requirements
- Support and maintain the accuracy and integrity of the credit reporting system
- Understand more about you and how you like to do business with us
- Analyze data to help us make decisions and understand our customers better so we can improve the products and services we provide
- Determine your eligibility for, and provide you with details of, other products or services that may be of interest to you offered by us or our affiliates or select third parties. These could include securities, insurance products, loan and investment products, credit products and reward programs.

Who do we disclose your personal information to?

- Persons, financial institutions and other parties with whom we deal in issuing and administering your account now, and in the future
- Authorized employees, agents and representatives
- Your advisor and any agency which has entered into an agreement with us and has supervisory authority, directly or indirectly, over your advisor, and their employees
- Any person or organization to whom you gave consent
- Other institutions that may have granted you credit, credit bureaus and personal information agents with respect to your credit or financial history
- People who are legally authorized to view your personal information
- Service providers who require this information to perform their services for us (for example, data processing, programming, data storage, market research, printing and distribution services and investigative agencies)

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

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

How long do we keep your information?

The longer of:

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

Withdrawing your consent

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

You may not withdraw your consent for us to collect, use, retain or disclose personal information we need to issue or administer the account unless federal or provincial laws give you this right. If you do so, an account may not be issued and we may treat your withdrawal of consent as a request to terminate the account.

If you wish to withdraw your consent, phone the Bank's customer care centre at 1-877-765-2265, or write to the Privacy Officer at the address below.

Accuracy and Access

You will notify us of any change to your contact information. You have the right to access and verify your personal information maintained in our files, and to request any factually inaccurate personal information be corrected, if appropriate. Much of your information is available to you online by accessing your account via the Internet at <https://client.manulifebank.com/MBCClientUI>. If you have a question, a concern, wish to receive more information about parties who have access to your information or about our privacy policies and procedures, and/or wish to review your personal information in our files or correct any inaccuracies, you may send a written request to:

Manulife Bank of Canada
Privacy Officer
500 King Street N
Waterloo, ON N2J 4C6

Privacy_office_canadian_division@manulife.com

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

8. Amendment

Manulife Bank may, from time to time, at its discretion, amend this Agreement by giving me 30 days prior notice in writing. The current version of this Agreement may be obtained at any time at manulifebank.ca or by calling us during regular business hours at 1-877-765-2265.

9. Giving Notice

Any notice, including without limitation, a notice of amendment or any demand or other communication referred to in this Agreement may be forwarded to me by personal delivery, courier, by prepaid ordinary, registered, or certified mail or included in a monthly statement or by email or any other electronic communication mode that the Bank and I agree to use, at my last known address as shown in Manulife Bank's records. I agree that it shall be deemed that I have received the same on the date of delivery, if personally delivered or if delivered by courier or on the fifth (5) business day after mailing by prepaid ordinary, registered, or certified mail, even if I do not actually receive it.

10. Electronic Communication

An electronic communication includes any communication by telephone, facsimile, wire, or e-mail. The Bank will deem any electronic communication received from me or in my name to be duly authorized by me and I authorize the Bank to rely and act upon any such electronic communication. If a facsimile is received, the Bank will act on a signature purporting to be my signature. If I request, the Bank will forward copies of any statements, instruments or other documents by facsimile or other electronic transmission to the number or address provided by me from time to time, even though such electronic communication may not be considered "secure". I will be deemed to have received the electronic communication on the day and time recorded by a fax machine of the Bank or for email, on the day recorded by the server of the Bank for email.

I agree that any records regarding any electronic communication will be admissible in any legal, administrative or other proceeding as if such records were the original written documents. The Bank's records will be conclusive as to the information contained in such electronic communications.

11. Request for Information or Documentation

Manulife Bank may from time to time receive requests to provide information or documentation regarding my account. I agree that I will be responsible for any costs incurred by you in order to comply with any warrants, subpoenas, court orders, Canada Revenue Agency requests for information or other demands that you are required by law to comply with and I authorize you to charge such costs to my Account.

12. Bank's Right to Close the Account

I understand that the Bank may close my Account and cancel this Agreement at any time, with reasonable notice to me. If at the time of closure the Account has a positive balance, the Bank shall deliver a cheque for the balance to me at my last known address, as shown in Manulife Bank's records, (unless you and I agree to a different method of payment). For \$US Accounts, the Bank shall initiate a funds transfer to the Other Financial Institution as shown in Manulife Bank's records for the balance. Thereafter the Bank shall be completely relieved of its obligations and liabilities under this Agreement. I understand that I am not relieved of my obligations and liabilities under this Agreement until I have paid all amounts owed to you, including interest, service charges or costs associated with the Account.

13. Quebec Residents Only:

I acknowledge that I was provided with the French version of this Account Operating Agreement, and have expressly requested that this Account Operating Agreement be drawn up in English. I have expressly requested that all further documents related to my Account and the Account Operating Agreement be drawn up in English exclusively.

14. Complaint Handling Procedures

If I have any questions or concerns about the products, services or the Bank's representatives, I may contact the Bank at: 1-877-765-2265.

If after speaking to Manulife Bank staff the complaint is not resolved to my satisfaction, I may ask to speak with the manager of the department. If I am still dissatisfied with the manager's response, I may ask to have my concerns referred to senior management for an additional review. If after speaking to the staff and management the problem is not resolved to my satisfaction, I may write to:

Client Dispute Resolution Office
Manulife Bank of Canada
500 King Street North
PO BOX 1602 STN WATERLOO
WATERLOO ON N2J 4C6

If I am not fully satisfied with the Client Dispute Resolution Officer's response, I have the following recourse available to me:

The Ombudsman for Banking Services and Investments

The Ombudsman for Banking Services and Investments (OBSI) is part of the Financial Services OmbudsNetwork (FSON), which is a national industry-based dispute resolution system for consumers of financial services. The OBSI deals with concerns about banking and securities investment products and services that have not been resolved through the company's dispute resolution system. Toll free telephone number: 1-888-451-4519 or from Toronto (416) 287-2877.

The Financial Consumer Agency of Canada

The Financial Consumer Agency of Canada (FCAC) supervises federally regulated financial institutions to ensure they comply with federal consumer protection laws.

If my complaint is about a consumer provision, I may contact the FCAC, in writing at:

The Financial Consumer Agency of Canada
427 LAURIER AVENUE WEST, 6th Floor
OTTAWA ON K1R 1B9

By telephone: 1-866-461-3222
FCAC website:

<https://www.canada.ca/en/financial-consumer-agency.html>

Access Card/Access Number Agreement

15. Access Card or Access Number

Manulife Bank will issue either an Access Card or Access Number to primary and secondary Account holders, where applicable, for use as outlined in the Application. Guaranteed Investment Certificate and Term Deposit account holders are only offered Access Numbers; Deposit and Line of Credit account holders are offered Access Cards or Access Numbers. Account access will only be granted to individuals who have signed and returned an Application to Manulife Bank.

16. Security of Access Card, Access Number, PIN and Password

As a client of Manulife Bank, I will be responsible for the use of the Access Card or Access Number. Only I, as the owner of the Account to whom the Access Card or Access Number is issued, may use it. I will not disclose my Personal Identification Number (PIN) and/or password to any other person and I agree to take reasonable steps to ensure that in the event that the Access Card or Access Number is lost or stolen, the finder or thief will not also obtain the PIN and/or password. I authorize the Bank to accept, and I agree to be responsible for, all instructions given using my Access card and/or Access Number, PIN, *Interac* Flash® and password.

17. *Interac* Flash®

Interac Flash® functionality will be activated by conducting a successful PIN transaction at a debit card purchase terminal or ABM.

For information regarding your *Interac* Flash® limits, please refer to the information you received with your Access Card or call Manulife Bank. If you exceed the maximum total contactless spending limit at any given merchant, you will be asked to insert your Access Card and enter your PIN. Upon successful completion of the transaction, your *Interac* Flash® spend limit will be reset.

You can have *Interac* Flash® disabled on your Access Card. To do so, please contact the Manulife Bank Customer Service Center at 1-877-765-2265.

18. Credit Advances

I may use the Access Card or Access Number to access an existing Line of Credit product with Manulife Bank. I am obligated for credit advances obtained by the use of the Access Card or Access Number in accordance with the Line of Credit Agreement.

19. Transaction Verification

Any transaction generated by use of the Access Card or Access Number is not completed until Manulife Bank has verified and processed the transaction in its records according to its usual banking practice, regardless of any receipt produced at the time of transaction. I will verify each transaction upon receipt of my Account statement and notify Manulife Bank in writing of any errors, irregularities or omissions as set out in the section entitled "Verification of Account" below.

20. Liability

Manulife Bank makes no claims or warranties with respect to the equipment or the electronic banking system, and Manulife Bank shall not be liable for any failure or malfunction of the equipment or the system, except as specifically provided by law or by the Canadian Code of Practice for Electronic Transaction Services (the "Code"). I understand that I am liable for all authorized uses of my Access Card or Access Number, for any errors that I make when using my Access Card or Access Number and for any unauthorized use of my Access Card or Access Number to which I contributed. I understand that I contribute to an unauthorized use of my Access Card or Access Number when:

- I fail to notify Manulife Bank as soon as I become aware that my Access Card or Access Number has been lost or stolen,

- I keep a poorly disguised PIN or password in close proximity to my Access Card or Access Number,
- I voluntarily disclose my PIN or password, which includes the use of an easily guessed password such as my name, telephone number, date of birth, social insurance number or sequential series such as "1234", or
- any other circumstances described in the Code.

I agree to exercise safe security practices when using my Access Card or Access Number when accessing Electronic Transaction Services. This includes, but is not limited to, complying with any security measures as may be recommended by my service provider relating to requirements for encryption technology, virus scanning software, a firewall system, anti-spyware software or any similar safeguards to maintain the security of the Electronic Transaction Services.

21. Lost or Stolen Access Cards or Access Numbers

I will notify Manulife Bank immediately by telephone or in writing of the loss, theft or any unauthorized use of the Access Card or Access Number PIN and/or password. I will contact Manulife Bank by telephone at 1-877-765-2265 or in writing at 500 King Street North, 500 M-A, PO BOX 1602 STN WATERLOO, WATERLOO ON N2J 4C6. My liability will cease only when notice of loss, theft or unauthorized use is received by Manulife Bank.

22. Limits and Fees

Manulife Bank has the right to limit the frequency or amounts of withdrawals or to impose fees for Access Cards or Access Numbers or transactions or to change its policies regarding these matters at any time without amending this Agreement, and I authorize Manulife Bank to charge my Account as indicated when the Access Card or Access Number is used.

I also agree to pay and you may debit, without notice, from my Account the transaction charges imposed by another financial institution within or outside of Canada for each transaction for which the Access Card has been used at such other financial institution's ABMs. I understand that I must refer to the other financial institution for the prevailing charges, if any, imposed by that institution for transactions performed at its ABM(s).

23. Termination

The Access Card or Access Number is the property of Manulife Bank, which may revoke, limit, or suspend its use, or issue a new card at any time. The Access Card or Access Number may be retracted automatically at a terminal at any time. I may also cancel this Agreement at any time by notifying Manulife Bank in writing and returning the Access Card cut in half. In that event, any transactions processed prior to the receipt of notice of cancellation shall be covered by this Agreement.

24. Dispute Resolution

In the event of a problem with the Access Card or Access Number transaction I will first attempt to resolve the problem with Manulife Bank. All disputes with merchandise or retail service that is paid for through the Access Card transaction, I will resolve with the retailer concerned.

Any other dispute I have regarding the services provided by this Agreement will normally be resolved within 30 business days after Manulife Bank is notified in writing of the dispute. If a dispute cannot be resolved within this time, then I will follow the complaint handling process as outlined in the section in this Agreement entitled "Complaint Handling Procedures".

B. Terms that Apply to Deposit, \$US and Line of Credit Accounts Only (in addition to the General Account Terms above)

25. \$US Accounts

Notwithstanding anything else in this Agreement, I acknowledge that \$US Accounts do not include certain features and services, including ABM Access Cards or ABM access, cheque writing privileges, overdraft protection, direct deposit, pre-authorized payments or bill payment services and that any and all references to such features and services in this Agreement apply to Canadian dollar deposit accounts only. Without limiting the generality of the preceding sentence, the sections in this Agreement entitled "Overdraft Agreement" and "Stop Payments" do not apply to \$US Accounts.

26. Debits to Account

I agree that Manulife Bank is authorized to debit my Account with every instrument of mine presented for payment at any branch of Manulife Bank and with any instruments which have been cashed, negotiated, or credited to such Account but which have not been honoured together with all charges and expenses properly incurred by Manulife Bank in connection therewith.

I, my heirs, successors, and assigns shall be jointly and severally liable for and will pay to Manulife Bank upon demand, any overdraft, indebtedness, or liability incurred in connection with or arising out of the operation of the Account and Manulife Bank charges for its services of whatever nature and kind on my behalf. Manulife Bank may require thirty (30) days prior notice of withdrawal from the Account.

27. Credits to Account

I understand that I can deposit funds to my Account by mail, direct deposit, electronic transfer, or any other method acceptable to the Bank. The Bank may credit to my Account deposits made by another person on my behalf. All instruments deposited must be payable to the Account owner. I authorize Manulife Bank to endorse in my name any instrument deposited without endorsement. This endorsement will be deemed to be made by me.

28. Interest Rates and Maximum Deposit Amounts

Manulife Bank may change its interest rates from time to time and interest rate changes will be posted on its website and telephone banking system. Current interest rates may be obtained at any time at manulifebank.ca or during regular business hours at 1-877-765-2265. Manulife Bank's posted deposit interest rates are effective for deposits up to a certain maximum amount. Information on maximum deposit amounts is available at manulifebank.ca. Manulife Bank may change its maximum deposit amounts from time to time and any changes to maximum deposit amounts will be posted on its website.

29. Hold Funds Policy

All deposits made to my Account may be subject to a hold. These deposits can be, but are not limited to, a cheque deposited to my Account, an Electronic Funds Transfer or an ABM deposit. If my deposit is subject to a hold, the full amount of the deposit will be credited to my account immediately; however, I will not be able to access the funds being held for any purpose, including to honour any cheques or pre-authorized payments, until the conclusion of the "hold period".

The duration of the hold period will be for the following number of business days:

	Minimum	Maximum
Cheques or Electronic Funds Transfers drawn on another Canadian Financial Institution		
• less than or equal to \$1500.00	2	5
• greater than \$1500.00	2	8

I understand that the maximum hold period may not apply in exceptional circumstances, including but not limited to where (i) Manulife Bank has reasonable grounds to believe there may be illegal, fraudulent or improper activity in relation to an account; (ii) an account has been open for less than 90 days; (iii) the deposited cheque has been endorsed more than once; or (iv) the deposited cheque is considered stale-dated (after six months).

You may also accept deposits from me on a "collection-only" basis, in which case I understand that the funds will not be credited to my Account until you receive payment from the other financial institution.

30. Returned Instruments

If an instrument is returned to you unpaid, I authorize you to reverse the credit (and any interest paid on that credit) to my Account. If the instrument is in a different currency than the currency of the Account, I authorize you to debit my account for any cost or loss associated with the currency exchange on the unpaid instrument.

31. Verification of Account

- a) Statements: I shall notify Manulife Bank in writing of any errors, irregularities or omissions within thirty (30) days of the mailing of a statement and at the expiration of the said thirty (30) days (except as to any errors, irregularities or omissions of which Manulife Bank has been so notified) it shall be conclusively deemed as between Manulife Bank and me that such statement and the amount of the balance shown is correct.
- b) Other Verification: Where a periodic Account statement is not provided to me, I have thirty (30) days following the date on which any debit or credit is posted to the Account by Manulife Bank within which to notify Manulife Bank of any error, irregularity or omission in respect of such posting or the amount thereof; and at the expiration of the said thirty (30) days (except as to any errors, irregularities or omissions of which Manulife Bank has been so notified) it shall be conclusively deemed as between Manulife Bank and me that such posting and the amount is correct.

- c) I understand that I am responsible for all use of my Account, including forgery or material alteration of my cheques, and that Manulife Bank has no responsibility for such use, unless I can show that I took reasonable care to protect my cheques, where applicable, and that I examined my statement and notified Manulife Bank of the unauthorized use of my cheques or Account within the verification timeline outlined above.

32. Stop Payments

I can ask Manulife Bank to stop payment of a cheque or pre-authorized payment drawn on my Account, provided it has not already been paid from my Account. I understand that in order for the Bank to process a stop payment I must provide the exact amount and date of the item, the payee, the full account number on which it is drawn and the cheque number (if applicable). I acknowledge that if the information provided is incorrect, if the payment is final and irrevocable or if I do not give you sufficient time to process my stop payment request, you will not be able to stop the payment. The ability to request stop payments is not a contractual or legal right. I agree that you will not be responsible for any loss that might occur as a result of your failure to process a stop payment.

33. Foreign Currency Transactions

Foreign currency transactions will be converted to Canadian dollars at an exchange rate determined by Manulife Bank or the Bank's third party service provider on a date determined by the Bank and may not be the same date as the service was requested. If a foreign currency transaction is reversed from my Account for any reason, I accept responsibility for any loss or costs associated with the currency exchange and I authorize you to debit such charge from my Account.

34. Dormant Accounts

I understand that my Account will be marked as inactive if no activity (withdrawal, deposit or online transaction, initiated by me) occurs in the Account for a period of one year. Notification will be sent to my last known address, as shown in Manulife Bank's records, in the second, fifth and ninth year of inactivity. The Bank may charge dormant account fees to my Account and if there are insufficient funds to cover such fees, I authorize Manulife Bank to close my Account without notice. If I have not contacted the Bank within ten years from the date that the Account was marked as inactive, the Account will be designated as abandoned. I understand that, in accordance with federal law, if my Account has been designated as abandoned, Manulife Bank will transfer my Account balance to the Bank of Canada and it will be my responsibility to file a claim with the Bank of Canada to obtain the balance.

35. Funds Transfer Pre-Authorized Debit (PAD) Agreement

I authorize the Bank to process funds transfers as provided in the Application, subject to the following terms:

- a) Manulife Bank may debit or credit the Account(s) named in the Application with the Bank and the other accounts (the "Other Account(s)") held by me/us with the named other financial institutions in the Application (the "Other Financial Institution(s)") when transferring funds between them, subject to such limits and conditions as are required by the Bank and by the Other Financial Institution(s).
- b) Authorization is provided for the benefit of the Bank and the Other Financial Institution(s) named on the Application and is provided in consideration of the Bank and the other financial institution agreeing to process funds transfers against my bank account(s), in accordance with the rules of Payments Canada.
- c) In order to authorize the Bank to arrange electronic funds transfers or to vary or cancel an existing authorization, I will contact the Bank by telephone, personal computer or other electronic device as permitted by the Bank. I require a password or code to initiate and authorize such transfers or changes, which I shall provide to the Bank. By using this password or code, and initiating a funds transfer or change, I acknowledge that I am authorizing the Bank to transfer funds between my account(s) and the Other Account(s) at the Other Financial Institution(s), as specified by me or to cancel or vary an authorization as may be applicable.
- d) The funds transfer may be cancelled provided notice is received five (5) business days before the next scheduled funds transfer. A sample cancellation form, or further information on my right to cancel the funds transfer is available from Manulife Bank or by visiting www.payments.ca. Revocation of this authorization does not terminate any contract for goods or services exchanged.

e) I acknowledge that provision and delivery of this Funds Transfer Agreement to the Bank constitutes delivery by me to the Other Financial Institutions. Any delivery of this Funds Transfer Agreement to the Bank constitutes delivery by me. I acknowledge that the Other Financial Institutions are not required to verify that a funds transfer has been issued in accordance with the particulars of this Funds Transfer Agreement including, but not limited to, the amount. I acknowledge that an Other Financial Institution is not required to verify that any purpose of payment for which a funds transfer was issued, which is a debit on an Other Account, has been fulfilled by the Bank as a condition to honouring a funds transfer debit issued or caused to be issued by the Bank on the Other Account.

f) Contact Information:

Manulife Bank of Canada
500 KING STREET NORTH
WATERLOO ON N2J 4C6
Tel: 1-877-765-2265

36. Balance Notification

Manulife Bank will send me an alert by electronic means (such as email or by other electronic means that the Bank may make available) when my account balance falls below \$100 or any other specified threshold amount I request. I understand I can opt out of these alerts at any time.

Overdraft Agreement

37. Authorized Overdraft

I may overdraw my Account up to the amount stipulated in my Application or the amount that Manulife Bank may stipulate by written notice to me from time to time ("Approved Amount"). I may overdraw the Account by cheque or pre-authorized payment or in any other way Manulife Bank allows ("debit(s)"). A joint Account may be overdrawn by any person who has signed the Application as owner or co-owner. Manulife Bank reserves the right to overdraw or exceed my overdraft limit in order to process transactions initiated through my Account or to apply Services Charges on my Account. Should my Account become overdrawn, I agree to pay the overdraft interest at a rate set out in the Service Charge Bulletin or in accordance with this Overdraft Agreement whichever is applicable. I also agree to pay all Service Charges in connection with any overdraft in my Account as set out in the Service Charge Bulletin.

38. Payments

Within 30 days of the end of the month in which the overdraft occurred, I will bring my Account into a positive balance. This will be deemed to have occurred if the Account has a positive balance for 24 hours or more.

39. Offset

Manulife Bank may deduct from any other of my accounts I may have with you the amount of any payment that I am obliged to make to you under this Overdraft Agreement and credit the amount to the Account.

40. Total Balance Due

Manulife Bank may require that I pay the overdraft amount at once, without prior notice or request, if any of the following events take place:

- I failed to pay the overdraft amount when due;
- I gave untrue or incomplete information to Manulife Bank in the Application;
- I failed to perform any obligation under this Overdraft Agreement; or
- I died or became insolvent or bankrupt or took advantage of any law relating to bankruptcy or insolvency or for the relief of debtors.

41. Termination

Manulife Bank may terminate the Overdraft Agreement at any time by giving me written notice. Manulife Bank may terminate the Overdraft Agreement without notice on the occurrence of the events listed under either paragraphs (a) or (b) of "Total Balance Due", in which case I will be considered in default by the mere lapse of time that I had to perform my obligation, or under either paragraphs (c) or (d) of "Total Balance Due" in which case the occurrence of either of the events listed therein will constitute and put me in default. I may terminate this Overdraft Agreement by giving Manulife Bank at least 10 days' prior notice, but termination does not relieve me of any obligations under this Overdraft Agreement until the overdraft amount has been paid to Manulife Bank in full.

42. Who is responsible

Any person who has signed the Application as owner or co-owner is jointly and severally responsible to Manulife Bank for performing all of the obligations under this Overdraft Agreement. Written notice to any one of us is considered to be notice to all of us of the contents of the notice.

C. Terms that Apply to Guaranteed Investment Certificates and Term Deposits Only (in addition to the General Account Terms above)

43. Notice

I understand that all confirmations, certificates and maturity notices will be sent to the investment owner's address. The Bank may forward any notice, amendment, and statement of account or other communication to any one investment owner for the benefit of all investment owners. I agree that a notice to one investment owner is notice to both or all investment owners.

44. Early Redemption

I understand that Guaranteed Investment Certificates cannot be redeemed or any amount withdrawn prior to the maturity date of the investment. Short term deposits are redeemable prior to maturity but will incur a \$25.00 fee and no interest will be paid prior to 30 days. After 30 days, a fee of \$25.00 and an interest discount of 1.25% will apply.

45. Transfer of Investment

I agree that Guaranteed Investment Certificates and Term Deposits are non-transferable and non-assignable.

46. Maturity Instructions

I understand that Manulife Bank will forward a maturity notice to me prior to the maturity date of my account for terms of 30 days or more. The maturity notice will confirm the maturity instructions provided on my original account application. If I wish to change the original maturity instructions, I understand that I must contact the bank prior to the maturity date to provide new maturity instructions. If maturity instructions were not provided on the original application and I do not contact the Bank at least one business day prior to maturity, I understand that the principal and interest amounts will be automatically reinvested for the same term at the current interest rate offered at that time. I understand that I may cancel the automatic reinvestment only by contacting the Bank within 10 business days of the date of the automatic reinvestment.

47. Interest

I acknowledge that the interest rate on my Guaranteed Investment Certificate and Term Deposit varies depending on the term and interest option selected. I understand that the Interest Rate indicated in the Application will apply to my Guaranteed Investment Certificate and Term Deposit only if the Bank receives my payment on or before the Issue Date. If my payment is received by the Bank after the Issue Date, I understand and agree that I will be required to amend the Application with revised Issue and Maturity dates and the current interest rate offered at that time. Interest is calculated on the principal amount of the investment for the number of days in the term on the basis of 365/366 days. Interest will be paid to me based on the interest option selected in the original account application. If I have chosen to have interest paid to me, the Bank will forward the interest payments to me based on the instructions provided on the original account application. If I have chosen to have the interest paid at maturity, the final interest payment will be included with the principal and sent to me on the maturity date of the investment.

Protecting your deposits

Canada Deposit Insurance Corporation (CDIC) is a federal Crown corporation that insures more than \$1 trillion in deposits held in member institutions. CDIC is fully funded by our members and coverage is free and automatic – you don't have to sign up.

CDIC protects eligible deposits in Canadian and foreign currency for up to \$100,000 (Canadian dollars) in each of CDIC's insurance categories.

What's covered?

- Deposits in Canadian or foreign currency (including via payroll, Interac e-transfer, or cheque)
- Guaranteed Investment Certificates (GICs)
- Other term deposits

What's not covered?

- Mutual funds
- Stocks and bonds
- Exchange Traded Funds (ETFs)
- Cryptocurrencies

Example: Jane Doe has placed the following funds at a CDIC member institution. Here's what does ✓ and does not ✗ qualify for CDIC coverage:

\$ 40,000 in a GIC ✓
 \$ 25,000 in a savings account ✓
 \$ 25,000 in a chequing account ✓
 \$ 130,000 in mutual funds ✗

\$220,000 = Total Portfolio
 \$ 90,000 = Total Eligible Deposits
 \$ 90,000 = Total Deposits Protected by CDIC

Jane's GIC, savings and chequing accounts are in her name only and all qualify for CDIC coverage within the same coverage category (deposits held in one name). As a result, total amounts in these accounts are combined and are insured for up to a total of \$100,000 in the event of a member institution's failure.

A word about financial service providers, products and deposit protection

CDIC deposit insurance may be available for eligible financial products offered by a CDIC member, another financial institution, a broker, a third-party financial service provider (for example, a financial technology company), or other providers. To find out if your deposits are protected by CDIC, speak to your financial service provider.

What happens if a CDIC member fails?

In the unlikely event of failure of a CDIC member institution, CDIC provides access to insured funds (including interest) within days. It's automatic – we will contact you.

What you can do

- Know what is covered and what is not
- Keep your address, phone number and email up-to-date at your financial institution
- Ask your broker or financial advisor about CDIC's rules for deposits held in trust including keeping up-to-date beneficiary information

Want to know more?

Visit our website

cdic.ca

Call us

1-800-461-2342

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