

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 30(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.

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 fourth (4) 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. Language (for Quebec residents only):

I have expressly requested that this Agreement and all related documents, including notices, be drawn up in the English language.

J'ai expressément demandé que ce contrat et tout document y afférent, y compris tout avis, soient rédigés en langue anglaise.

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:

Office of the Ombudsman
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 Bank Ombudsman'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. I understand and acknowledge that deposits in the \$US Account do not constitute deposits that are insured under the Canada Deposit Insurance Corporation Act.

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

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.

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
Cheques or other instruments drawn on an American Financial Institution	15	30
Cheques or other instruments drawn on Other Foreign Financial Institutions	36	45

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

Overdraft Agreement

36. 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.

37. 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.

38. 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.

39. 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.

40. 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.

41. 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)

42. 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.

43. 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.

44. Transfer of Investment

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

45. 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 more than 60 days. 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 at least 30 business days prior to the maturity date to provide new maturity instructions. I can do this by returning my maturity notice to the Bank by mail or fax, or by calling Manulife Bank at 1-877-765-2265. 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.

46. 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 section 4 of 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.