

MPIP folder and contract

Manulife Private Investment Pools (MPIP) Segregated Pools

November 27, 2023

This document contains the Manulife Private Investment Pools (MPIP) Segregated Pools Information Folder and Contract provisions. The segregated fund Information Folder is published by **The Manufacturers Life Insurance Company (“Manulife”)** for information purposes only and is not an insurance contract. Manulife is the issuer of the Manulife Private Investment Pools (MPIP) Segregated Pools Individual Variable Insurance Contract and the guarantor of any guarantee provisions therein.

**Information Folder and
Contract Regulatory Amendment**

Effective May 26, 2023, the deferred sales charge options are not available for new Deposits but may be applicable to Fund switches and internal transfers from an existing Manulife Segregated Fund Contract.

Key facts

Manulife Private Investment Pools – MPIP Segregated Pools (MPIP Segregated Pools)

This Key Facts and the Information Folder mainly describe the Segregated Funds available under this Contract and the applicable guarantees and features; however, the terms and features of other available investment options under this Contract such as guaranteed interest accounts and the daily interest account are also noted in various sections of the Information Folder. For more detailed provisions that apply to these other investment options, see the Contract and, in particular, Section 11, *Specific Provisions for Guaranteed Interest Accounts and the Daily Interest Account*. In addition, see the following sections in the Information Folder: Section 10, Compensation Paid to Your Advisor, Section 11, Tax Information, and Section 12, Estate Planning, for a discussion of how your advisor is compensated and the tax considerations and estate planning features applicable to the Contract.

This summary provides a brief description of the basic things you should know before you apply for a MPIP Segregated Pools Contract. This summary is not your Contract. A full description of all the features and how they work is contained in this Information Folder and your Contract. You should review these documents and discuss any questions you have with your advisor.

What am I purchasing?

MPIP Segregated Pools is a deferred annuity contract. It is issued by The Manufacturers Life Insurance Company (Manulife). You may allocate your deposits into available Funds and may designate a beneficiary.

You may choose the registration type of your Contract. The choice you make may have tax implications.

The value of your Contract can go up or down. The Segregated Fund investment options within this Contract provides for different guarantees that can protect the value of your Contract.

What guarantees are available?

If you invest in Segregated Funds, you are entitled to Maturity and Death Benefit Guarantees. You pay fees for these guarantees. The fees are described in “How much will it cost?”.

Maturity Guarantee	<ul style="list-style-type: none">• Protects the value of your Deposits on the Contract Maturity Date• Provides 75% of your Deposits to a Fund or the current market value of the Fund(s) held, if greater• Any withdrawals you make from the Fund(s) will proportionally reduce the guarantee.
Death Benefit Guarantee	<ul style="list-style-type: none">• Protects the value of your Deposits into a Fund if prior to the Contract Maturity Date the last surviving annuitant dies• Provides 75% of the Deposits into a Fund or the current market value of the Fund(s), if greater• Any withdrawals from a Fund will proportionally reduce the guarantee.

What investments are available?

Investment Options	<ul style="list-style-type: none">• You can invest in a variety of Funds, guaranteed interest accounts, and the Daily Interest Account.• The Funds are described in the Fund Facts.• The Investment Policy of a Segregated Fund (available upon request) describes the risks that may affect the Fund. See the Fund Facts for more information on the Fund(s) available in your contract. Fund Facts are continuously available online at www.manulifeim.ca.
Financial information	<ul style="list-style-type: none">• Review the Fund Facts, which includes the financial highlights, with the Information Folder before purchasing the Contract.

Manulife does not guarantee the performance of the Funds. You should carefully consider your risk tolerance when you select an investment option.

Any withdrawal you make from the Fund(s) will proportionally reduce the guarantees. For full details, refer to Section 6, Guarantees, in the Information Folder.

How much will this cost?

The Funds and sales charge option you choose will affect your costs.

Fees	<p>Management Expense Ratios (MER)</p> <ul style="list-style-type: none">• MERs vary by Fund and sales charge option and includes all management fees, operating expenses, and certain guarantee costs.• The Unit Value of a Fund is reduced by the MER. <p>Sales Charge Options</p> <ul style="list-style-type: none">• You may pay sales charges at the time of deposit or on a deferred basis depending on the option you choose. Effective May 26, 2023, the deferred sales charge options are not available for new Deposits but may be applicable to Fund switches and internal transfers from an existing Manulife Segregated Fund Contract.• Deferred sales charges may apply for withdrawals made during the first 3 years following the date of Deposit.• Certain options you can choose don't have any sales charges. <p>Other Fees</p> <ul style="list-style-type: none">• Charges may apply if you make certain transactions, including withdrawals and Fund switches.
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For full details, refer to Section 9, Fees and Charges, in the Information Folder.

Refer to the Fund Facts for specific information regarding fees associated with each Fund option.

What can I do after I purchase this Contract?

You can make additional Deposits, request Fund Switches, and withdrawals. At maturity, your Contract will provide you with annuity payments unless you select another option.

Deposits	Latest age* to deposit	Latest age** to Own the Contract
<p>All dates are as of December 31 of the annuitant's age or older of the annuitant and Joint Life's age, if applicable, except RRSP, RLSP, LIRA, and LIF (in pension jurisdictions requiring annuitization at age 80) where all dates are as of December 31 of the annuitant's age.</p>	Non-registered, TFSA RRIF, LIF, LRIF, PRIF, RLIF	90
	RRSP, RLSP, LIRA	71**
	LIF (pension jurisdictions requiring annuitization at age 80)	71
<p>Deposit Amounts Contract minimum \$100,000 initial deposit Minimum \$100,000 per Fund Minimum \$5,000 for Dollar-Cost Averaging Program Private Segregated Pool once initial Fund minimum of the target fund (as defined in Section 4.4) has been met (under eligible registration types) Minimum \$1,000 for subsequent deposit per Fund Monthly PAC minimum of \$50/month once initial Fund minimum has been met (under eligible registration types) Each Contract must maintain \$100,000 contract minimum balance and \$100,000 Fund minimum balance.</p>	<p>Fund Switches and Transfers between Investment Options</p> <p>5 free Fund switches per calendar year Minimum \$500 per Fund or \$100/month</p> <p>Transfers between investment options</p> <p>GIA to Segregated Fund – Surrender Charges, if applicable DIA to Segregated Fund – No Surrender Charges Segregated Fund to GIA – Redemption fees, if applicable Segregated Fund to DIA – Redemption fees, if applicable</p>	<p>Withdrawals</p> <p>Minimum \$500 unscheduled or \$100/month scheduled</p>

*All ages are as of December 31 of the Annuitant's age shown

**Or the latest age to own under the *Income Tax Act* (Canada)

Certain restrictions and other conditions may apply. You should review the Contract for your rights and obligations and discuss any questions with your advisor.

What information will I receive about my Contract?

What we will send you (or your dealer, according to your instructions)	<ul style="list-style-type: none">• Confirmations for most financial and non-financial transactions affecting the Contract• Statements for the Contract at least once a year
	<ul style="list-style-type: none">• Important updates affecting your Contract
Available upon request	<ul style="list-style-type: none">• A report that contains audited financial statements• The semi-annual financial statements• The current version of the Fund Facts• A Funds Investment Policy

Can I change my mind?

You can change your mind about purchasing the Contract, allocating a Deposit to an investment option, a Fund switch into a Fund, or a transfer between investment options within two business days, or earlier, of the date you received confirmation of the transaction, or five business days after it is mailed. In the case of a subsequent transaction, the right to cancel only applies to the new transaction. You have to tell us in writing that you want to cancel. The amount returned will be the lesser of the amount you invested or the value of the Fund or Investment option if it has gone down. The amount returned will include a refund of any sales charges or other fees you paid.

Where can I get more information or help?

For more information, please read the Information Folder and Contract, or you may contact us at:

Manulife
500 King St. N
Waterloo, ON N2J 4C6

www.manulifeim.ca

Canada, Outside of Quebec
1-888-790-4387

Quebec & French Business
1-800-355-6776

For information about handling issues you are unable to resolve with us, contact the OmbudService for Life and Health Insurance at 1-800-268-8099 or on the web at **www.olhi.ca**.

For information about additional protection that is available for all life insurance contractholders, contact Assuris, a company established by the Canadian life insurance industry. See **www.assuris.ca** for details.

For information regarding how to contact the insurance regulator in your province, visit the Canadian Council of Insurance Regulators website at **www.ccir-ccra.org**.

This document contains the Information Folder and Contract provisions. Delivery of the Contract provisions does not constitute acceptance by Manulife of a Contract purchase. The Contract will become effective on the Valuation Date of the first deposit and upon acceptance by The Manufacturers Life Insurance Company (Manulife) that the initial Contract set-up criteria have been met. Confirmation of a Contract purchase will be sent to you upon meeting the necessary Contract set-up criteria, as determined by Manulife, and when the initial deposit has been made. Any endorsement or amendments that may be required will be provided to you and will form part of the Contract.

The Information Folder provides brief and plain disclosure of all material facts relating to the Manulife Private Investment Pools - MPIP Segregated Pools Contract issued by The Manufacturers Life Insurance Company (Manulife).

In exchange for the premiums you pay to Manulife, we provide contractual benefits. You do not directly own the assets in the Contract.

The Contract has insurance benefits and offers guaranteed interest accounts, a daily interest account and a wide variety of Segregated Funds (referred to as 'the Funds').

The underlying investments of the Funds may be units of mutual funds, pooled funds, or other selected investments. For a description of the specific Funds available to you, please see the Fund Facts. Upon request, you may also receive a copy of the audited financial statements for the most recent year-end of the Fund(s).

Semi-annual unaudited financial statements and a current copy of the Fund Facts are also available upon request.

The Contract is a deferred annuity contract that contains provisions of an annuity such as a life annuity or a retirement income product provision at the Contract Maturity Date. The Contract also provides Maturity or Death Benefit Guarantees if you invest in Fund(s) which are payable on the Contract Maturity Date, upon receipt of sufficient notification of death of the annuitant and, in some instances, over the life of the Contract.

Any amount that is allocated to a segregated fund is invested at the risk of the Policyowner and may increase or decrease in value.



Mathieu Charest

Head of Product and Pricing
Individual Insurance
Manulife



Paul Savage

Head of Individual Insurance Canada
Manulife

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Personal Information Statement

In this Statement, “you” and “your” refer to the policyowner or holder of rights under the contract, the annuitant and the parent or guardian of any child named as annuitant who is under the legal age for providing consent. “We”, “us”, “our”, and “Manulife” refer to The Manufacturers Life Insurance Company and our affiliated companies and subsidiaries.

At Manulife protecting your personal information and respecting your privacy is important to us.

Why do we collect, use, and disclose your personal information?

For the purposes of establishing and managing our relationship with you, providing you with products and services, administering our business, and complying with legal and regulatory requirements.

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, driver’s license, passport number or your Social Insurance Number (SIN)
- Financial information, investigative reports, credit bureau report, and/or a consumer report
- Information about how you use our products and services, and information about your preferences, demographics, and interests
- Banking and employment information
- Other personal information that we may require to administer your products or services and manage our relationship with you

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

Where do we collect your personal information from?

Depending on the product or service, we collect personal information from:

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

What do we use your personal information for?

Depending on the product or service, we will use your personal information to:

- 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
- Comply with legal and regulatory requirements
- 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
- Perform audits, and investigations and protect you from fraud
- Determine your eligibility for, and provide you with details of, other products and services that may be of interest to you
- Automate processing to help us make decisions about your interactions with us, such as, applications, approvals or declines

Who do we disclose your personal information to?

Depending on the product or service, we disclose your personal information to:

- Persons, financial institutions, reinsurers, and other parties with whom we deal with in issuing and administering your product or service 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
- Your employer or Plan Sponsor and their authorized agents, consultants and plan service providers
- Any person or organization to whom you gave consent
- People who are legally authorized to view your personal information
- Service providers who require this information to perform their services for us (for example data processing, programming, data storage, market research, printing and distribution services, paramedical and investigative agencies)

Except where there are contractual restrictions, these people, organizations and service providers are both within Canada and outside of Canada. Therefore, your personal information may be subject to interprovincial or cross-border transfers in order to provide services to you and 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.

Withdrawing Your Consent

You may withdraw your consent for us to use your personal information for certain uses, subject to legal and contractual restrictions.

You may not withdraw your consent for us to collect, use, or disclose personal information we need to issue or administer your products and services. If you do so, we may not be able to provide you with the products or services requested or we may treat your withdrawal of consent as a request to terminate or refusal the product or service.

If you wish to withdraw your consent, phone our customer care center in all provinces except Quebec at 1-888-790-4387 or in Quebec at 1-800-355-6776 or write to the Privacy Officer at the address below.

Accuracy

You will notify us of any change to your contact information. If your information has changed, or if you need to make a correction of any inaccuracies to your personal information in our files, you may you may send a written request to:

All provinces except Quebec:

Manulife
500 King St. N.
P.O. Box 1602 Stn.
Waterloo ON N2J 4C6

Quebec:

Manulife
2000 Mansfield St.
Suite 1100
Montreal QC H3A 2Z8

Access

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. Requests can be sent to: **Privacy Officer Manulife, P.O Box 1602, Del Stn 500-4-A, Waterloo, Ontario N2J 4C6 or Canada_Privacy@manulife.ca.**

For more information you can review our Canadian Privacy Policy at manulife.ca. Please note the security of email communication cannot be guaranteed. Do not send us information of a private or confidential nature by email.

1. Communications

1.1 General Information

In this Information Folder, “you”, “your”, and “owner” mean the person who is the Policyowner or holder of rights under the Contract.

- “We”, “our”, “us”, and “Manulife” mean The Manufacturers Life Insurance Company which was incorporated in June 1887 by an Act of the Parliament of Canada. Manulife’s Canadian Division Head Office is located at 500 King Street North, Waterloo, Ontario, N2J 4C6.
- The “Contract” refers to the MPIP Segregated Pools Contract.
- Reference to “spouse” means a spouse or common-law partner as recognized under the *Income Tax Act* (Canada).
- Other key terms are defined in the Contract.
- You do not become a unitholder of the Segregated Funds or underlying funds available under the Contract.
- The amount you invest (your “Premium”, also referred to as “deposit”) is notionally invested in Fund Units. References in this document to purchases of Units are referring to notional purchases. This is how the value of the Contract is shown, but you don’t legally own the Units since by law, Manulife is required to be the owner of the assets of the Fund.
- All deposits belong to us and you are only entitled to the benefits described under the Contract. Please be mindful of this when you read the Contract documents.
- We occasionally use the phrase “administrative rules.” We may change our administrative rules at our discretion in order to provide improved levels of service or to reflect corporate policy, economic, and legislative changes, including revisions to the *Income Tax Act* (Canada).
- In some cases where a third party distributor is involved and the Contract is held externally in nominee name, correspondence may be directed to the third party based on the authorization you have given to the third party, and where that authorization is acceptable to Manulife.

1.2 Giving Us Your Instructions

- When we ask you to “advise us in writing,” please send your correspondence to: Manulife, 500 King Street North, Waterloo, Ontario, N2J 4C6.
- From time to time, we may offer communication alternatives, which enable you to issue transaction instructions and authorization to us through improved communication channels, including electronic channels and by telephone.
- Administrative rules may apply to transaction instructions communicated to us under these service initiatives, which may differ to rules that would otherwise apply under the Contract and may include accepting instructions from your advisor, based on your instruction and authorization, where acceptable to Manulife.

- We reserve the right to restrict or deny any written or non-written instructions if contrary to the laws of Canada or other jurisdictions applicable to you or the Contract, or that are contrary to our administrative rules that we have in place at the time.

1.3 Correspondence You Will Receive from Us

- When we say “we will advise you,” we mean that we will send a written notice to your address as shown in our files.
- From time to time, we may make changes to the product and will advise you of important information and provisions of the Contract. The Information Folder is a disclosure document about the attached Contract only as at the date of issue. If there are changes to the provisions of your original Contract, we will provide you with notification that your Contract has been amended.
- It is your obligation to advise us of any change in your address as we are not responsible for any missed opportunities or losses resulting from your address not being kept up to date.

We will send you:

- confirmations for most financial and non-financial transactions affecting the Contract (in certain situations confirmations may be received directly by your dealer),
- statements for the Contract at least once a year, and upon request, a report that contains audited financial statements,
- upon request, the current version of the Fund Facts,
- upon request, the detailed investment policy of a Segregated Fund, and
- upon request, copies of the simplified prospectus, annual information form, financial highlights, and audited financial statements of the underlying investments (if applicable).

Note: The annual audited and semi-annual unaudited financial statements and the Fund Facts are available at any time on our website (www.manulifeim.ca).

2. Types of Contracts Available

The Key Facts and the Information Folder mainly describe the Segregated Funds available under this Contract and the applicable guarantees and features; however, the terms and features of other available investment options under this Contract, such as guaranteed interest accounts and the daily interest account, are also noted in various sections of the Information Folder. For more detailed provisions that apply to these other investment options, see the Contract and, in particular, Section 11, *Specific Provisions for Guaranteed Interest Accounts and the Daily Interest Account*. In addition, see the following sections in the Information Folder: Section 10, Compensation Paid to Your Advisor, Section 11, Tax Information, and Section 12, Estate

Planning, for a discussion of how your advisor is compensated and the tax considerations and estate planning features applicable to the Contract.

2.1 General Information

- A MPIP Segregated Pools Contract can be registered or non-registered.
- We may refer to “other similar retirement income Contract” throughout the Information Folder and Contract which includes but is not limited to LRIF, PRIF, RLIF, and any other contract type that may be introduced under pension legislation.
- Not all tax types may be available to you depending on the source of the initial deposit and applicable legislation.
- We have the right to limit the number of MPIP Segregated Pool Contracts held by you.
- The latest age which you may purchase and become the annuitant of a Contract is listed in the Key Facts and varies with the tax type you select.
- If your Contract is held as an investment of an external self-directed RRIF (including LIF or other similar retirement income Contracts) or RRSP (including LIRA, and RLSP), you are the beneficial owner of the Contract. The trustee of the external plan holds the Contract in trust for you. The dealer transmits your instructions and the instructions of the trustee to us on your behalf.

2.2 Non-Registered Contracts

- May be owned by an individual, a corporation, or more than one individual in any form of ownership permitted under the applicable laws.
- May have either the annuitant or a third party as owner.
- You may be eligible to transfer ownership rights of the Contract. A transfer of ownership must be in accordance with governing legislation and the administrative rules that we have in place at that time. We reserve the right to limit or refuse a transfer of ownership to a non-related entity.
- You cannot borrow money from the Contract.
- You may be able to use the Contract as security for a loan by assigning it to the lender. The rights of the lender may take precedence over the rights of any other person having a claim. An assignment of this Contract may restrict or delay certain transactions, including withdrawals, which are otherwise permitted.
- A Contract held as an investment of an external self-directed RRIF (including LIF or other similar retirement income Contracts), RRSP (including LIRA and RLSP), First Home Savings Account (FHSA), or TFSA is a non-registered Contract with Manulife.

2.3 Registered Contracts

- You are both the owner and the annuitant.
- You cannot borrow money from the Contract.
- You cannot use the Contract as security for a loan or assign it to a third party.
- The Contract will be registered under the provisions of the *Income Tax Act* (Canada).
- You cannot borrow money directly from a Manulife MPIP TFSA Contract.
- You may use a TFSA Contract as security for a loan by assigning it to a lender. The rights of the lender may take precedence over the rights of any other person having a claim. An assignment of this Contract may restrict certain transactions, including withdrawals, which are otherwise permitted.
- Unless you indicate otherwise, if an RRSP Contract is in force on December 31 of the year you turn 71 (or the latest age to own under the *Income Tax Act* (Canada), we will automatically amend the RRSP Contract to become a RRIF. If you have a LIRA or RLSP Contract, the Contract will be amended automatically to become a LIF or other similar retirement income Contract as allowed under pension legislation.
- If your spouse makes deposits to an RRSP owned by you, it is a Spousal RRSP. You are the Policyowner and the annuitant of a Spousal RRSP and your spouse is the contributor of deposits.
- A RRIF purchased with Funds transferred from a Spousal RRSP will be a Spousal RRIF.
- LIFs and other similar retirement income Contracts may be purchased with Funds transferred from locked-in plans, and may be issued at the ages permitted by the legislation governing the former pension plan.
- When LIFs and other similar retirement income Contracts are transferred, spousal rights prescribed under pension legislation are preserved unless otherwise waived. When transferred, some jurisdictions may require that you obtain spousal consent or a spousal waiver form before the proceeds can be moved.
- Depending on the rules governing the former pension plan, a LIF may require you to purchase a life annuity with the balance of the Funds by December 31 of the year in which you attain the age of 80.
- A LRIF, PRIF, RLIF, and under some pension legislation, a LIF, can continue for your lifetime.
- A LIF, LRIF, or RLIF is similar to a RRIF, but has a maximum annual income that can be paid out each year.

3. Deposits

3.1 General Information

- The Contract date is the Valuation Date of the first deposit, upon acceptance by Manulife that the initial Contract set-up criteria have been met.
- You may make deposits at any time up to the latest age to deposit as listed in the Key Facts. We have the right to refuse to accept deposits and limit the amount of deposits allocated to a Fund or specific sales charge options.
- We will purchase Units at the unit value on the valuation date that is applicable to the Fund you have selected. Please see Section 8.2, Valuation Date, for more information.
- All deposits must be made in Canadian dollars. Please make cheques payable to Manulife.
- If the payment comes back to us marked NSF (Not Sufficient Funds), we reserve the right to charge a fee to cover our expenses.
- For Pre-Authorized Chequing (PAC) deposits that come back to us marked NSF, we reserve the right to attempt to make the withdrawal from your bank account a second time.
- If the value of your Contract falls below the \$100,000 minimum balance after an unscheduled withdrawal, we reserve the right to redeem your Contract if the minimum balance requirements are not met.
- We have the right to request medical evidence of the health of the annuitant and to refuse to accept deposits based on incomplete or unsatisfactory medical evidence of the annuitant.
- We may require proof of age, sex, marital status, or survival of any person upon whose age, sex, marital status, or survival any payment depends. If this information has been misstated, we reserve the right to recalculate the benefits to those that would have been provided for the annuitant's correct age, sex, marital status, and survival.
- You may have rescission rights under this Contract. Refer to Section 10, *Compensation Paid to Your Advisor*, of the Contract, for more information.

3.2 Regular Deposits (Pre-Authorized Chequing)

- Regular deposits are commonly referred to as Pre-Authorized Chequing or PACs and are made for the same amount monthly.
- PACs are available for non-registered, TFSA, and RRSP Contract tax types only.
- We will make regular withdrawals directly from your bank account as payment for PACs.
- We have the right to cancel the PAC at any time, or direct the PAC to a Similar Fund according to the administrative rules that we have in place at the time. (For example, this may occur if we close a Fund or restrict deposits to a Fund. In this situation, we will provide you with advance notice of our intent and the options that are available to you).

4. Fund Switches and Transfers between Investment Options

4.1 General Information

- You may request a Fund switch between Funds on an unscheduled or a scheduled basis.
- For Fund switches from Professional Service Fee (PSF) option Funds, refer to Section 9.2.4, Professional Service Fee (PSF) Option, for more information.
- Generally, moving between Funds with different sales charge options is not considered a Fund switch and may result in sales charges or redemption fees. This movement will be treated as withdrawal from one Fund and a deposit to another, and may take place on multiple valuation dates and may affect guarantees.
- Fund switches may result in a capital gain or a capital loss where they create a taxable disposition. Please see Section 11, Tax Information, for more information.
- Fund switches are not permitted between two different Contracts.
- Guarantees are not affected by Fund switches between Funds.
- Deposits that have been in the Fund the longest are switched first.
- If a Fund switch causes the value of the Fund(s) to fall below the \$100,000 Fund minimum, we reserve the right to Fund switch to an alternate Fund subject to our administrative rules in place at that time.
- You may have rescission rights under this Contract. Refer to Section 10, *Compensation Paid to Your Advisor*, of the Contract, for more information.

The value of the Units of a Fund that are redeemed as a result of a Fund switch fluctuates with the market value of the underlying assets and is not guaranteed.

4.2 Unscheduled Fund Switches

- You may request a Fund switch up to five times per calendar year free of charge.
- We reserve the right to charge an administrative fee of up to 2% of the market value of the Units or disallow Fund switches if:
 - i. you request in excess of five per calendar year, or
 - ii. you request a Fund switch of Units from a Fund within 90 days of allocating a deposit to the Fund.

4.3 Scheduled Fund Switches

- You can arrange for scheduled Fund switches if you have sufficient deposits allocated to a Fund and you would like to make regularly scheduled investments into another Fund(s).

- You may request regularly scheduled monthly Fund switches on any date from the 1st to the 28th of the month, or you may specify “the end of the month”.
- There is no administrative fee for scheduled Fund switches as they do not count towards the five free Fund switches per calendar year.
- We have the right to cancel the scheduled Fund switches at any time or direct the scheduled Fund switches to a Similar Fund, according to the administrative rules that we have in place at the time. (For example, this may occur if we close a Fund or restrict new deposits to a Fund. In this situation, we will provide you with advance notice of our intent and the options that are available to you).

4.4 Transfers Between Investment Options

- You may request a transfer from a Fund to another available investment option in the Contract.
- This movement will be treated as a withdrawal from the Fund and a deposit to the investment option, both occurring on the same Valuation Date.
- Movement from a Fund to another investment option is considered a taxable disposition and could trigger capital gains or losses.
- Deposits that have been in the Fund the longest are transferred first.
- The Death Benefit and Maturity Guarantees will be proportionally reduced by any transfer from a Fund to another investment option.
- Deferred sales charges may apply to transfers from a Fund purchased prior to May 26, 2023 with a Low-load Sales charge option to another investment option in the Contract.
- You may request a transfer from another investment option in the Contract to a Fund, and this movement will be treated as a Deposit to the Fund and a withdrawal to the investment option, both occurring on the same Valuation Date.
- You may have rescission rights under this Contract. Refer to Section 10, *Compensation Paid to Your Advisor*, of the Contract, for more information.

The value of the Units of a Fund that are redeemed as a result of a transfer fluctuates with the market value of the underlying assets and is not guaranteed. You should contact your advisor before transferring to another investment option.

4.5 Dollar-Cost Averaging Program Private Segregated Pool (DCAP Fund)

- All deposits to the DCAP Fund will be administered in accordance with current administrative rules.
- Upon receipt of the deposit and any documentation that we may require, we will deposit the amount to the DCAP Fund.
- You must select a day of the month that you would like the monthly switch to occur. If the day of the monthly switch falls on a non-Valuation Date, the monthly switch will use the Unit Values as of the next Valuation Date.
- You may choose a maximum of 12 monthly switches from the DCAP Fund.

- Immediately following the last Fund switch from the DCAP Fund, the balance in the DCAP Fund will be zero.
- You may request to switch into a Fund that meets initial Fund minimum or that immediately following the last Fund switch from the DCAP Fund will meet the initial Fund minimum (the “target fund”).
- At the time of an additional deposit to the DCAP Fund, you must select the number of monthly switches (maximum of 12) and indicate the target fund(s) you would like to switch to. The new Fund allocations will override any previous Fund selections.
- There is no administrative fee for monthly switches from the DCAP Fund and they do not count towards the maximum number of free Fund switches.
- You are not permitted to switch from any Funds within the Contract to the DCAP Fund.
- Beginning on the day of the first monthly switch, and for the number of monthly switches you have selected, an equal number of Units purchased in the DCAP Fund will be switched to the Fund(s) you have selected. You must provide instructions within 90 calendar days of deposit to the DCAP fund and you must allocate the money to the funds within a 12-month period from the deposit date.
- If instructions to switch your Fund(s) from the DCAP Fund are not received within 90 days of the deposit date, we reserve the right to move the funds to the High Interest Savings Private Segregated Pool, or a substantially Similar Fund, in accordance with our administrative rules in place at the time.

Example

Deposit of \$10,000 into the DCAP Fund with a unit value of \$10 gives 1,000 Units. At the time of deposit, you choose 10 monthly switches, giving 100 units a month to Fund switch into the Fund(s) you have selected (that meet the initial Fund minimum).

- You may request to switch to another Fund within the Contract, request to withdraw amounts in cash, or transfer to another financial institution at any time.
- Following a withdrawal or an unscheduled Fund switch out of the DCAP Fund, the monthly switches will continue unchanged if there are sufficient units in the Fund.
- If there are insufficient units remaining in the DCAP Fund at the time of a monthly switch, the amount of Units remaining will be switched that month based on the proportional allocation of Funds you have requested to switch into.
- Immediately following the last Fund switch from the DCAP Fund, the balance in the DCAP Fund will be zero.
- At the time of an additional deposit to the DCAP Fund, you must select the number of monthly switches (maximum of 12) and indicate the Funds you would like to switch to. The new Fund allocations will override any previous Fund selections.
- There is no administrative fee for monthly switches from the DCAP Fund and they do not count towards the maximum number of free Fund switches.

- You are not permitted to switch from any Funds within the Contract to the DCAP Fund.
- We reserve the right to close the DCAP Fund to new deposits, limit the number of Funds you may switch into, restrict the Funds you may switch into, and/or limit the length of time deposits may remain in the DCAP Fund without instruction according to our administrative rules in place at the time.

5. Withdrawals

5.1 General Information

- You may request payments out of the Contract (also referred to as “withdrawals”) on a scheduled or unscheduled basis, depending on the taxation type of the Contract.
- Scheduled withdrawals are commonly referred to as Scheduled Withdrawal Payments or “SWPs”.
- Requests for withdrawals must meet minimum amounts applicable at the time you make the request.
- If the value of the Fund(s) on the date of any withdrawal is not sufficient to permit us to make the requested withdrawal, we will make the withdrawal in accordance with our administrative rules in place at that time.
- If an unscheduled withdrawal causes the value of the Fund(s) to fall below the \$100,000 Fund minimum, we reserve the right to Fund switch to an alternate Fund subject to our administrative rules in place at that time.
- If the value of your Contract falls below the \$100,000 minimum balance after an unscheduled withdrawal, we reserve the right to redeem your Contract if the minimum balance requirements are not met.
- Any redemption fees or withholding taxes that you must pay are deducted from the withdrawal. The minimum withdrawal amounts are calculated before withholding taxes are deducted.
- For withdrawals from Professional Service Fee (PSF) option Funds refer to Section 9.2.4 Professional Service Fee (PSF) Option, for more information.
- Withdrawals may result in a capital gain or a capital loss since they create a taxable disposition. Please see Section 11, Tax Information, for more information.
- A contract held as an investment of an externally registered plan is a non-registered Contract with Manulife.
- A Contract that has been assigned to a lender as security for a loan may delay or restrict withdrawals from the Contract. We must receive authorization from the lender prior to making any withdrawals.

Withdrawals will reduce the Maturity and Death Benefit Guarantees.

The value of the Units of a Fund that are redeemed fluctuates with the market value of the underlying assets and is not guaranteed.

5.2 Information Specific to RRIF, LIF, or Other Similar Retirement Income Contracts

- If you are the owner of a RRIF, LIF, or other similar retirement income Contract:
 - You will have scheduled payments made to you.
 - Starting in the second calendar year, there will be a minimum amount that is required to be withdrawn from the Contract each calendar year. We refer to this amount as the RRIF Minimum Amount regardless of taxation type of the Contract.
 - If the total of your scheduled and unscheduled withdrawals in the calendar year is less than the RRIF Minimum Amount for that year, we are required to make a year-end payment to you to meet the RRIF Minimum Amount.
 - Year-end payments will be applied using the scheduled withdrawal allocation we have on file, or if there are no allocations on file, using the default allocation in place at the time.

RRIF Minimum Amount

- This amount is calculated by multiplying the closing market value of the Contract on December 31 of the previous year by the percentage determined by the formula stated in the *Income Tax Act* (Canada).
- When legislation permits, the percentage may be based on your age or your spouse’s age, as elected at the time you purchased the Contract.
- For calendar years following the year you purchased the Contract, you will be required to have at least the RRIF Minimum Amount paid to you.

LIF, LRIF, or RLIF Maximum Amount

- The maximum payment amount for LIF, LRIF, and RLIF Contracts is calculated in accordance with the formula specified by applicable legislation.
- The total of all scheduled and unscheduled withdrawals in a calendar year must be less than or equal to the maximum amount.
- For the initial calendar year, the maximum amount may be pro-rated based on the number of months the deposit is held in the Contract.

5.3 Frequency Options

Unscheduled

- Unscheduled withdrawals may be taken from a non-registered, TFSA, RRSP, RRIF, LIF or other similar retirement income Contract. They are not available from a LIRA or RLSP Contract unless permitted by applicable pension legislation.
- You may request unscheduled withdrawals on any day of the month and they will be processed on the first available Valuation Date. Please see section 8.2, Valuation Date for more information
- Unscheduled withdrawals can be requested in the amount and frequency that you choose.
- We may apply early withdrawal fees of 2% of the market value if you request a withdrawal within 90 days of allocating a deposit to a fund.*
- Sales charges such as Low-load charges may apply to any Deposits made before May 26, 2023.

Scheduled (SWPs)

- Scheduled withdrawals may be taken from a non-registered, TFSA, RRIF, LIF or other similar retirement income Contract. They are not available from a RRSP, RLSP or LIRA Contract, unless permitted by applicable pension legislation.
- You may request scheduled withdrawals on the 15th or “end of the month”.
- We will direct the scheduled payment to your bank account for deposit on the day that you specify, according to our current administrative rules. If the day specified is on a weekend or a day when a bank deposit cannot be made, we will direct the payment to your bank account on a day prior to the day you have specified.
- The Valuation Date for the scheduled withdrawal will be several days in advance of the day you specify.
- You may choose to have scheduled withdrawals on a monthly, quarterly, semi-annual or annual basis, subject to any applicable pension legislation.
- You may request a change to your scheduled withdrawal instructions at any time, subject to our administrative rules in place at the time.
- Early withdrawal fees do not apply to scheduled payments.*
- Sales charges such as Low-load charges may apply.*

*For more information, please see Sections 5.5 and 9.3, Early Withdrawal Fees and Recovery of Expenses, and Section 9.2, Sales Charge Options.

5.4 Scheduled Withdrawal Amount Options

Level Amount

Under this option, each scheduled payment will be in the amount, and for the payment frequency, you have selected. This is the only available scheduled withdrawal amount option for non-registered and TFSA Contracts.

Indexed Amount

Under this option, each scheduled payment will be in the amount, and for the payment frequency, selected by you, indexed annually at the rate you have selected. Starting with the first payment date, we will pay you the amount you have specified. Beginning with the year following the first payment date, the payment amount will be increased by the annual index rate you have chosen.

RRIF Minimum

Under this option, each scheduled payment will be for an equal amount with the sum of all payments for the calendar year equaling the RRIF Minimum Amount.

LIF, LRIF, or RLIF Maximum

Under this option, each scheduled payment will be for an equal amount with the sum of all payments for the calendar year equaling the LIF, LRIF, or RLIF Maximum Amount.

For RIF, LIF, and other similar retirement income Contracts, the payment amount selected for a year must be equal to or greater than the RRIF Minimum Amount and for LIF, LRIF, and/or RLIF Contracts less than or equal to the LIF, LRIF, or RLIF Maximum Amount. There is no maximum amount for PRIF Contracts.

5.5 Early Withdrawal Fees and Recovery of Expenses

- We may apply an early withdrawal fee of 2% of the market value if you make a withdrawal within 90 days of the purchase of the Funds you have requested to be withdrawn. This fee does not apply to scheduled withdrawal payments. Please see Section 9, Fees and Charges, for more information.

5.6 Withdrawals Free of Sales Charges

- Redemption fees only apply to withdrawals that exceed the sales charge-free withdrawal amount calculated for the year. Please see Section 9.2, Sales Charge Options, for more information on redemption fees.

5.6.1 Front-end, No-load, Professional Service Fee (PSF) and F-class Options

- There are no redemption fees for withdrawals of Funds under Front-end, No-load, PSF, and F-class sales charge options, unless you request a withdrawal within the first 90 days from deposit. Please refer to Section 9, Fees and Charges, for more information.

5.6.2 Low-load Option

This Sales charge option is no longer available for deposits but may be applicable to Fund switches and internal transfers from an existing Manulife Segregated Fund Contract.

If you held units in the Low-load options as of May 26, 2023, you may continue to switch within the same sales charge option, but cannot increase the total amount in these sales options.

Existing investments as of May 26, 2023 in Low-load will remain and the existing sales charge schedule will apply to any withdrawals that exceed the Charge-free withdrawal limit.

- There are no sales charges for withdrawals from the Low-load option Funds up to the sales charge-free withdrawal limit.
- The sales charge-free withdrawal limit for each Fund is:
 - a percentage of the Units allocated to the Fund as of the previous December 31.
- Any unused portion of the charge-free amount cannot be carried forward to the next calendar year.
- When calculating the sales charge-free withdrawal limit, only Units of a Fund that have outstanding redemption fees will be included.
- Redemption fees only apply to withdrawals that exceed the sales charge-free withdrawal limit calculated for the year.
- The calculation only applies to money in the Low-load sales charge option. Please see Section 9.2.2, Low-load option.

	% of fund units on December 31
Non-registered, RRSP, LIRA, RLSP, TFSA	10
RRIF, LIF, LRIF, PRIF, and RLIF Contracts*	20

*Includes Contracts that are registered externally

6. Segregated Fund Guarantees

6.1 General Information

- If you invest in the Fund(s), this Contract provides Maturity and Death Benefit Guarantees.
- Maturity and Death Benefit Guarantees applicable to the Funds from which a withdrawal is made are reduced proportionally.
- The formula used for proportional reductions of the Death Benefit and the Maturity Guarantee is defined below.

Proportional reduction = $G \times W / MV$ where:

G = guarantee applicable to the Contract prior to withdrawal

W = market value of Units withdrawn applicable to the Contract prior to withdrawal

MV = total market value of the Units applicable to the Contract prior to withdrawal

- When we increase the value of the Contract to equal the Maturity Guarantee or Death Benefit Guarantee applicable to that Series, we call this a 'top-up'. All top-ups will be deposited to a money market fund.
- On the Contract Maturity Date, if the Maturity Guarantee is higher than the current market value, we will increase the value of the Contract to equal the guarantee amount.
- On the Death Benefit Date, if the Death Benefit Guarantee is greater than the current market value, we will increase the value of the Contract to equal the guarantee amount.

6.2 Maturity Guarantee

- The Maturity Guarantee is determined at time of deposit to be 75% of the deposit value, before any applicable sales charges.
- For non-registered, TFSA, RRIF, LRIF, PRIF, RLIF, and some LIF Contracts, the Contract Maturity Date will be December 31 of the year the annuitant turns 100; however, prior to reaching your Contract Maturity Date, you may have the option to extend the Contract Maturity Date.
- LIF Contracts under certain pension jurisdictions will have a Contract Maturity Date of December 31 of the year the annuitant turns 80.

- Although RRSP, RLSP, and LIRA Contracts cannot be held after December 31 of the year the annuitant reaches age 71 (or the latest age to own under the *Income Tax Act* (Canada)), unless you give us alternate instructions, the Contract will be amended to become a RRIF, LIF, or other similar retirement income Contract on that date. Therefore, the Contract Maturity Date used for calculating the Maturity Guarantee will be either December 31 of the year the annuitant reaches age 80 or 100, depending on the tax type and pension jurisdiction.

Example 1

An RRSP Contract will be amended to become a RRIF; therefore, the Contract Maturity Date used for calculating the Maturity Guarantee in the RRSP will be December 31 of the year the annuitant turns age 100.

Example 2

A LIRA governed by a pension jurisdiction requiring the purchase of a life annuity at age 80, will be amended to become a LIF, which has a Contract Maturity Date of December 31 of the year the annuitant reaches age 80. Therefore, the Contract Maturity Date used in calculating the Maturity Guarantee in the LIRA will be December 31 of the year the annuitant reaches age 80.

- For RRSP, RLSP, and LIRA Contracts, the Maturity Guarantee amounts and maturity dates automatically extend into the RRIF, LIF, or other similar retirement income Contract if you have not provided us with alternate instructions prior to the latest age to own the Contract. Please refer to Section 12.2.1, *Automatic RRSP to RRIF, LIF, or Other Similar Retirement Income Contract Provisions*, in the Contract of this folder, for more information about the Automatic RRSP to RRIF transition.

6.2.1 How the Maturity Guarantee is Calculated

The Maturity Guarantee:

- will increase as a result of deposits and will decrease on a proportional basis for withdrawals.

Example of Maturity Guarantee, and the impact for deposit and withdrawal from Fund(s) (when market value of the Fund(s) is/are greater than the sum of deposits to the Fund(s))

Date	Transaction or Event	Amount (\$)	Market Value of Funds before transaction or event (\$)	Market Value of Funds after transaction or event (\$)	Maturity Guarantee of Funds before transaction or event (\$)	Maturity Guarantee of Funds held within the Contract after transaction or event (\$)
Oct 15/22	Initial deposit to Funds held in MPIP Segregated Pools Contract	1,000,000	-	1,000,000	-	750,000 (1,000,000 x 75%)
Nov 30/22	Subsequent deposit to Funds held in MPIP Segregated Pools Contract	250,000	1,050,000	1,300,000	750,000	937,500 [750,000 + (250,000 x 75%)]
Dec 22/22	Withdrawal from Funds held in MPIP Segregated Pools Contract	100,000	1,320,000	1,220,000	937,500	866,477.34 (937,500 - 71,022.66)

* Proportional reduction = $\$937,500 \times \$100,000 / \$1,320,000 = \$71,022.66$

Example of Maturity Guarantee, and the impact for deposit and withdrawal (when market value is less than the sum of deposits)

Date	Transaction or Event	Amount (\$)	Market Value of Funds before transaction or event (\$)	Market Value of Funds after transaction or event (\$)	Maturity Guarantee of Funds before transaction or event (\$)	Maturity Guarantee of Funds held within the Contract after transaction or event (\$)
Oct 15/22	Initial deposit to Funds held in MPIP Segregated Pools Contract	1,000,000	-	1,000,000	-	750,000 (1,000,000 x 75%)

*Proportional reduction = $\$937,500 \times \$100,000 / 1,180,000 = \$79,449.09$

Date	Transaction or Event	Amount (\$)	Market Value of Funds before transaction or event (\$)	Market Value of Funds after transaction or event (\$)	Maturity Guarantee of Funds before transaction or event (\$)	Maturity Guarantee of Funds held within the Contract after transaction or event (\$)
Nov 30/22	Subsequent deposit to Funds held in MPIP Segregated Pools Contract	250,000	950,000	1,200,000	750,000	937,500 [750,000 + (250,000 x 75%)]
Dec 22/22	Withdrawal from Funds held in MPIP Segregated Pools Contract	100,000	1,180,000	1,080,000	937,500	858,050.91 (937,500 - 79,449.09)

*Proportional reduction = $\$937,500 \times \$100,000 / 1,180,000 = \$79,449.09$

6.3 Death Benefit Guarantee

- The Death Benefit Guarantee is determined at time of deposit to be 75% of the deposit value, before any applicable sales charges.
- On the Death Benefit Date, the Contract is frozen and no additional transactions are permitted, unless the transactions were initiated prior to the Death Benefit Date.
- On the Death Benefit Date, we will redeem all Units of the existing Funds and transfer the corresponding value to a money market fund. All accrued Professional Service Fee (PSF) fees related to the Professional Service Fee option Funds will be collected at the time of this transfer. For more information about the PSF option, please refer to Section 9.2.4, Professional Service Fee (PSF) Option. For non-registered, TFSA, RRIF, LIF, and other similar retirement (or successor holder for TFSA Contracts) is alive and is applicable to the Contract, the Contract will continue and all investments will remain in the Funds currently held. For RRSPs, LIRAs, and RLSPs, if the annuitant dies and a successor annuitant is alive and is applicable to the Contract, your spouse will have the option to receive the death benefit for the Contract, or continue the contractual benefits in a new RRSP (or RRIF) Contract in their name.
- When we receive all required documentation, including sufficient notification of the last surviving annuitant's death and the claimant's rights to the proceeds, the death benefit will be paid to the beneficiary named under the Contract.
- No redemption fees are charged for Funds under Low-load sales charge options when paying the death benefit.

6.3.1 How the Death Benefit Guarantee is Calculated

The Death Benefit Guarantee:

- will increase as a result of deposits, and
- will decrease on a proportional basis for withdrawals, Fund switches and transfers to other investment options from Funds held in the Contract.

6.4 Default Annuity

- The Contract will provide a single life annuity with a 10-year guarantee if, on the Contract Maturity Date, the Contract is in force, has a Market Value available, and we have not been previously notified of your maturity option selection.

Terms of the Annuity

- The Default Annuity will be subject to the following provisions, and, for registered Contracts, also subject to the applicable provisions of the *Income Tax Act* (Canada):
 - be a single life annuity, based on the life of the annuitant,
 - provide annual income payments (The payments will be guaranteed for the annuitant's life or for 10 years, except in the case of registered Contracts.), and
 - provide equal payments, except in the case of registered Contracts. Refer to Section 12.3, Default Annuity, of the Contract, which is at the back of this document, for further details.
- The date of the first income payment will be such that a full year's worth of income payments are scheduled to be made in the calendar year following the year in which the Default Annuity provision applies.

- If the annuitant dies after income payments have commenced and there is no named successor annuitant, the commuted value of any remaining income payments will be paid in one sum. This payment will be made to your named beneficiary, if there is one; otherwise, to you or your estate.
- For Contracts issued in Quebec only, refer to Section 12.3, *Default Annuity*, of the Contract, for further information about annuity rates.

Please refer to Section 12.3, *Default Annuity*, of the Contract, for the annuity provisions for registered Contracts.

7. The Investment Options

This Key Facts and the Information Folder mainly describe the Segregated Funds available under this Contract and the applicable guarantees and features; however, the terms and features of other available investment options under this Contract, such as guaranteed interest accounts and the daily interest account, are also noted in various sections of the Information Folder. For more detailed provisions that apply to these other investment options, see the Contract and, in particular, Section 11 of the Contract, *Specific Provisions for Guaranteed Interest Accounts and the Daily Interest Account*. In addition, see the following sections in the Information Folder: Section 10, Compensation Paid to Your Advisor, Section 11, Tax Information, and Section 12, Estate Planning, for a discussion of how your advisor is compensated and the tax considerations and estate planning features applicable to the Contract.

7.1 General Information

- Please see the Fund Facts for the Funds available at the time of purchase of the Contract. For a list of available Funds following purchase of the Contract, please contact your advisor.
- Fund categories include money market, fixed income, balanced, and equities. Each fund manager has a particular investment objective and strategy as well as diversification criteria such as capitalization, jurisdiction, and manager style.
- The underlying investments in a Fund may be units of a mutual fund, stocks, bonds, or other selected investment funds. You do not acquire any ownership interest in the segregated fund or in the underlying investments when deposits are allocated in a Fund. Additional information about underlying investments can be found in the Fund Facts or by contacting your advisor.
- We may discontinue offering, merging, splitting, or substituting the underlying fund for a substantially similar underlying fund for any of the Funds available at any time, in accordance with applicable requirements, and by providing you with advanced written notice. In certain situations, changes to a Fund may be considered a fundamental change. Please see Section 7.9, Fundamental Changes, for more information.

7.2 Net Asset Value

- The net asset value of a Fund is the total market value of all the assets of a Fund minus its liabilities. The net asset value is divided by the number of Units held by the policyowners to calculate the net asset value per Unit.
- We calculate the net asset value and the net asset value per Unit of each Fund at the close of business on every Valuation Date. Please see Section 8.2, Valuation Date, for more information.

The net asset value of a Segregated Fund fluctuates with the market value of the underlying assets of the Segregated Fund and is not guaranteed.

7.3 Investment Policy and Restrictions

- The investment policies may change from time to time, and you may be notified of any material change. Each Fund has a fundamental investment objective, which determines the investment policies and restrictions for the Fund. A change to the fundamental investment objective will be considered a fundamental change. Please see Section 7.9, Fundamental Changes, for more information.
- The fundamental investment objectives of underlying funds cannot be changed unless approved by the unitholders of that underlying fund, and that upon such approval and if applicable, you will be notified of that change.
- The MPIP Segregated Pools Contract is subject to compliance with the Individual Variable Insurance Contract Guidelines relating to Segregated Funds of the Canadian Life and Health Insurance Association Inc. (CLHIA) and The Autorité des Marchés Financiers (AMF) and the applicable provincial insurance laws.

7.4 Potential Risks of Investing

The underlying investments of the segregated funds may be units of mutual funds, pooled funds, or other selected investments. The risk factors of the underlying investments directly affect those investments and will also affect the segregated funds. For a comprehensive disclosure of the risks of investing in the segregated funds, refer to the Investment Policy of the relevant segregated fund, or the simplified prospectus or other disclosure documents of the underlying funds, copies of which are available upon request. The risks of investing may be different depending on the Fund(s) you choose. The Investment Policy of a Fund (available upon request) describes the risks that may affect the Fund. See the Fund Facts for more information on the Fund(s) available in your contract.

Asset-backed and mortgage-backed risk: If there are changes in the market's perception of the issuers of asset backed or mortgage backed securities, or in the creditworthiness of the parties involved, then the value of the securities may be affected. In addition, for asset-backed securities, there is a risk that there may be a mismatch in timing between the cash flow of the underlying assets backing the security and the repayment obligation of the security upon maturity. In the use of mortgage-backed securities, there are also risks that there may be a drop in the interest rates charged on mortgages. A mortgagor may default in its obligations under a mortgage or there may be a drop in the value of the property secured by the mortgage.

Credit risk is the risk of default by the issuer of debt instruments, such as bond or money market instruments. Default will negatively impact the value of assets within the underlying fund, thus lowering the overall return of the Fund.

Concentration Risk occurs when a Fund, including an underlying Fund, invests in a portfolio of relatively few securities. As a result, the securities invested in may not be diversified across all sectors or they may be concentrated in specific regions or countries. By concentrating its investment, a significant portion of the Fund or the underlying Fund may be invested in a single security. This may result in higher volatility, as changes in the market value of an individual security will have a greater impact on the value of the Fund's portfolio. It may also result in a decrease in the liquidity of the Fund's portfolio.

Corporate class risk: Certain underlying funds are structured as classes of shares of a single corporation, which may contain multiple funds. Each corporate class fund has its own assets and liabilities, and each fund will be charged separately for any expenses that are specifically attributable to that fund. However, each fund's assets are the property of the corporation. Therefore, if a fund cannot meet its obligations, the assets of the other funds of the corporation may be used to pay those obligations.

Cybersecurity Risk is the risk of cyber-attacks or data breaches of technological systems that may result in the disclosure of confidential information, unauthorized access to sensitive information, the destruction or corruption of data, and financial loss to the Fund. Manulife and its service providers use technology in virtually all aspects of business and operations including that of the Fund. As a result, Manulife has and requires its service providers to have a robust and evolving information security program that features policies, processes, technologies, and dedicated professionals that protect information, systems and networks. Despite this, there can be no assurances that these measures will be successful in protecting our networks, and information assets against attacks in every instance. This is because cyber-attack techniques are changing frequently, increasing in sophistication, are often not recognizable until launched, and can originate from a wide variety of sources. As a result, Manulife and its service providers may not be able to anticipate or implement effective preventive measures against all disruptions or privacy and security breaches. Cyber-attacks could result in violation of privacy laws or information security regulations, or could materially disrupt network access or business operations.

Derivative risk occurs when derivatives are used as a risk management tool to mitigate risks or diversify risks that are not desired. Some Funds and underlying mutual funds may invest in derivatives for hedging purposes, for achieving the duration target, or for replicating the approximate return of a direct investment in the underlying mutual funds(s). A Fund's ability to dispose of the derivatives depends on the liquidity of such positions in the market, if the market direction goes against the manager's forecast and the ability of the other party to fulfill its obligations. Therefore, there is no guarantee that transactions involving derivatives will always be beneficial to the Fund. The use of derivative instruments is prohibited in acquiring investment exposures not otherwise permitted in the Fund's investment description.

Sustainability (Environmental, Social, and Governance (ESG))

Policy risk: An ESG Fund's ESG investment policy could cause it to perform differently compared to Similar Funds that do not have such a policy. Any criteria related to this ESG investment policy may result in the ESG Fund's forgoing opportunities to buy certain securities when it might otherwise be advantageous to do so, or selling securities for ESG reasons, when it might be otherwise disadvantageous for it to do so. Furthermore, information and third party data used to evaluate certain ESG characteristics of a company or asset may be incomplete, inaccurate, or unavailable, which may impact the portfolio advisor's investment assessment or its ability to determine accurately the ESG characteristics or practices of some company or assets or the evolution over time of those ESG characteristics or practices. In addition, investors may differ in their views on what constitutes positive or negative ESG characteristics. As a result, the companies in which an ESG Fund invests, directly or indirectly, may not reflect the beliefs and values of any particular investor. An ESG Fund will vote proxies in accordance with the Manager's Proxy Voting Policy.

Exchange-traded fund risk: Certain Funds may invest in securities of exchange-traded funds ("ETFs"). Certain ETFs seek to provide returns similar to the performance of a particular market index or industry sector index. These ETFs may not achieve the same return as their benchmark market or industry sector indices due to, among other things, differences in the actual weights of securities held in the ETF versus the weights in the relevant index and due to the operating and management expenses of the ETFs. An ETF may, for a variety of reasons, also fail to accurately track the market segment or index that underlies its investment objective. Certain ETFs are actively managed, like Manulife Smart ETFs, and have an investment manager actively manage a portfolio of securities rather than tracking an index. Funds that invest in units of such actively managed ETFs are exposed to the risks associated with relying on the portfolio manager's discretionary management of the securities held in the portfolio of the actively managed ETF. There is no guarantee that an investment in an ETF, actively managed or tracking an index, will earn any positive return. The price of any ETF can also fluctuate and the value of Funds that invest in securities offered by ETFs will change with these fluctuations.

Foreign currency risk occurs when an underlying fund invests in countries other than Canada or holds assets valued in another currency, which may decline in value relative to the Canadian currency. This situation will adversely affect the returns of those foreign assets held in the underlying fund and the total return of the Fund. Currency rates may also be impacted by military conflicts or the imposition of economic sanctions.

Inflation risk is the risk that inflation will affect interest rates and, in turn, make assets within an underlying fund less attractive from a price perspective, thus hurting the overall performance of the Fund.

Interest rate risk is the chance that interest rates may fluctuate, and thereby may negatively impact the value of the assets within an underlying fund, thus lowering the overall return of the Fund.

Liquidity risk is the risk that an investment cannot be easily converted into cash. An investment may be less liquid if it is not widely traded, if there are restrictions on the exchange where the trading takes place or due to legal restrictions, the nature of the investment itself, settlement terms, or

for other reasons such as a shortage of buyers interested in a particular investment or an entire market or that may become subject to purchase or sale restrictions as a result of political or economic events such as military conflicts or economic sanctions. Investments with low liquidity can have dramatic changes in value, may be difficult to value and/or sell at a time and price preferred by a Fund, and can result in loss.

Manager risk is the chance that a fund manager may purchase a poor asset or may dispose of an asset which continues to grow in value; the fund manager may fail to recognize increasing or decreasing market conditions. Any or all of these can directly affect the performance of the Fund.

Market Risk is the fundamental risk of investing in the capital markets. It is the risk that the assets of the Fund and/or underlying fund will decline in value simply because the market, as a whole, declines in value, thereby lowering the overall return of the Fund. As a result, the value of your investment in the Fund when you redeem it may be more or less than when you purchased it. The profitability of a Fund's investment program may depend to a great extent on the future course of price movements of securities and other investments. The securities markets have in recent years been characterized by great volatility and unpredictability. The performance of a Fund may be influenced by, among other things, interest rates, changing supply and demand relationships, trade, fiscal, monetary and exchange control programs and policies of governments, and national and international political and economic events and policies. In addition, unexpected and unpredictable events such as war and occupation, imposed economic sanctions, a widespread health crisis or global pandemic, terrorism, and related geopolitical risks may lead to increased short-term market volatility and may have adverse long-term effects on world economies and markets generally, including U.S., Canadian and other economies and securities markets. Each Fund is therefore exposed to some, and at times, a substantial, degree of market risk.

Real estate risk: Real estate by nature is not a liquid asset. There is no formal market for trading in real property and very few records are available to the public, which give terms and conditions of real property transactions. It may take time to sell real estate investments at a reasonable price, limiting the funds ability to respond quickly to changes in economic or investment conditions.

Securities lending, repurchase and reverse repurchase transaction risk: Funds may engage in securities lending, repurchase, and reverse repurchase transactions directly, or may be exposed to these transactions indirectly because of the underlying funds in which they invest. While securities lending, repurchase, and reverse repurchase transactions are different, all three arrangements involve the temporary exchange of securities for cash with a simultaneous obligation to redeliver a like quantity of the same securities at a future date. Securities lending is an agreement whereby a fund lends securities through an authorized agent in exchange for a fee and a form of acceptable collateral. Under a repurchase transaction, a fund agrees to sell securities for cash, while at the same time assuming an obligation to repurchase the same securities for cash, usually at a lower price and at a later date. A reverse repurchase transaction is a transaction in which a fund buys securities for cash and simultaneously

agrees to resell the same securities for cash, usually at a higher price and at a later date. The risks associated with securities lending, repurchase, and reverse repurchase transactions arise when a counterparty, whether it be the borrower, seller, or buyer, defaults under the agreement evidencing the transaction. The fund is then forced to make a claim in order to recover its investment. In securities lending or repurchase transactions, the fund could incur a loss if the value of the securities loaned or sold has increased relative to the value of the collateral held by the fund. In the case of a reverse repurchase transaction, the fund could incur a loss if the value of the securities purchased by the fund decreases in value relative to the value of the collateral held by the fund. To limit the risks associated with these transactions, a fund would adhere to controls and limits that are intended to offset these risks and by limiting the amount of exposure to these transactions. A fund would also typically deposit collateral only with lenders that meet certain criteria for creditworthiness and only up to certain limits.

Small company risk is the result of smaller companies having valuations that tend to be more volatile than those of large established companies. As such, the value of Funds that buy investments in smaller companies may rise and fall significantly.

Sovereign risk applies when investing abroad, as there may be additional risk of the Fund's capital to companies outside of the laws of Canada. Information flow, liquidity, political stability, and social policy may all affect the prices of foreign investments and in return the value of the assets within the Fund, thus hurting the overall performance of the Fund.

Specialization risk: Some Funds specialize in investing in a particular industry or part of the world. Specialization allows the portfolio advisor to focus on specific areas of the economy, which can boost profits if both the sector and the companies selected prosper. However, if the industry or geographic area experience challenges, the Fund will suffer because there are relatively few other exposures to offset and because securities in the same industry tend to be affected by challenges in a similar manner. The Fund must follow its investment objective and may be required to continue to invest primarily in securities in the industry or geographic area, whether or not it is prosperous.

Substantial securityholder risk: A Fund may have one or more substantial investors who hold a significant amount of securities of the Fund, such as a financial institution or a Top Fund. If a substantial investor decides to redeem its investment in a Fund, the Fund may be forced to sell its investments at an unfavourable market price in order to accommodate such request. The Fund may also be forced to change the composition of its portfolio. Such actions may result in considerable price fluctuations to the Fund's net asset value and negatively impact on its returns. The Funds do, however, have policies and procedures designed to monitor, detect and deter inappropriate short-term or excessive trading. See "Short-Term Trading".

Underlying fund risk applies where a segregated fund that invests in units of an underlying fund may be exposed to the risks associated with the underlying fund.

7.5 Reinvestment of Earnings

- Any realized earnings of the assets of the Funds will be reinvested in the Fund and will increase the value of the Units. You acquire no direct claim of the Fund assets, only the Contract benefits.

7.6 Interest of Management and Others In Material Transactions

- No director, senior officer, associate, or affiliate of Manulife has had any material interest, direct or indirect, in any transactions, or in any proposed transactions within 3 years prior to the date of filing this Information Folder, that would or will materially affect Manulife, or any of its subsidiaries, with respect to the Funds.

7.7 Material Contracts or Facts

- There have been no material contracts entered into by Manulife, or any of its subsidiaries, within 2 years prior to the date of filing this Information Folder, or other material facts relating to the policies that have not been otherwise disclosed, that may be considered material to the Contract or policyholder.

7.8 Custodian of Fund Portfolio Securities

- RBC Investor Services Trust, 155 Wellington Street West, 2nd Floor, Toronto, Ontario, M5V 3L3, has custody and control of cash and securities of the Funds.
- All investments and deposits of the Funds are made in the name of Manulife. Manulife has the ultimate responsibility for custody of the securities of the Funds. The portfolio of securities of the Funds is physically located in and under the jurisdiction of the Province of Ontario.

7.9 Fundamental Changes

- A fundamental change is:
 - an increase in the management fee of a Fund,
 - a change in the fundamental investment objective of a Fund,
 - an increase in the management fee of an underlying fund, which results in an increase in the management fee of a Fund, and
 - a decrease in the frequency with which Units of the Funds are valued.
- A fundamental change to the Contract and/or a Fund may provide you with certain rights.
- In the event of a fundamental change to the Contract and/or a Fund, you will be given the opportunity in certain circumstances to Fund switch or withdraw units of the Fund(s) without incurring charges. A fundamental change may occur in the event of Fund(s) being closed and will occur in the event that two or more Funds are merged. Fund mergers and closures will be subject to similar notice provisions at least 60 days prior to the effective date of the fundamental change. If applicable, we will provide you with the withdrawal options and/or opportunities to Fund switch to a Similar Fund at least 60 days prior to the effective date of

the fundamental change. If we do not offer a Similar Fund, you may request in writing to withdraw Units of the Fund without incurring charges.

- For the purposes of being considered a Similar Fund, a Fund must have a comparable investment objective, be in the same fund investment category and have the same or lower management fee as the original Fund.
- We reserve the right to make fundamental changes from time to time, subject to compliance with the provisions noted above. We also reserve the right to change underlying funds. If such a change is a fundamental change, you will have the rights described in the section above. Changing an underlying fund to another substantially similar underlying fund will not constitute a fundamental change provided immediately following the change the total management fee of the Fund is the same as, or lower than, its total management fee immediately before the change. A substantially similar underlying fund is one that has a comparable fundamental investment objective, is in the same fund investment category and has the same or lower management fee, if applicable, as the original underlying Fund. We will, (a) notify you, our regulators, and the CLHIA at least 60 days in advance of the change (unless such notice is not practical in the circumstances, in which event we will provide notice as soon as possible as reasonably practical), and (b) amend or re-file the Fund Facts sheet to reflect the change.

The foregoing may be superseded by any regulatory developments governing changes to segregated funds.

- If we no longer offer the Contract for sale, all existing Contracts are still subject to the fundamental change rules in this section.

7.10 Auditor

The audited financial statements for the most recent year-end of the Fund(s) are available upon request.

The auditor is:

Ernst and Young, LLP
100 Adelaide Street West, PO Box 1
Toronto, ON
M5H 0B3

8. Valuation

8.1 Market Value of the Contract

On any date, the market value of the Contract will be the total of:

- i. the value of the Units of all the Funds in the Contract at the close of business on the previous valuation date, plus
- ii. any deposit that we have received, less any deductions, which has not yet been used to purchase Units of a Fund.

8.2 Valuation Date

- A Valuation Date occurs every day that:
 - i. the Toronto Stock Exchange is open for business, and
 - ii. a value is available for the underlying assets of the Fund.
- All transactions (e.g. deposits, withdrawals, switches) are processed based on the market value as at the close of business on the Valuation Date.
- Valuation Dates are considered to end at the Valuation Date cut-off time, as determined by us. Instructions or transactions received by Manulife Head Office after this time will be considered to be received as of the next Valuation Date.
- Manulife reserves the right to change the Valuation Date cut-off time (earlier or later) to accept instructions or transactions. For example, we may require an earlier Valuation Date cut-off time for instructions or transactions received through different distribution or communication channels.
- Please contact your advisor for the Valuation Date cut-off time that may apply to your specific transaction request.
- Funds are normally valued on every Valuation Date, however, we may postpone valuation:
 - a. for any period during which one or more of the nationally recognized stock exchanges are closed for other than a customary weekend or holiday closing,
 - b. for a period during which trading on securities exchanges is restricted, or
 - c. when there is an emergency during which it is not reasonable for us to dispose of investments owned by the Funds or to acquire investments on behalf of the Funds or to determine the total value of the Funds.
- The Funds will be valued at least monthly, irrespective of any postponement. If there is a change to the frequency of valuation of the Funds, you may have rights of free withdrawal or Fund switch. Please see Section 7.9, Fundamental Changes, for more information.
- The Toronto Stock Exchange is currently the principal exchange used for purposes of determining the Valuation Dates. Manulife reserves the right to change the principal exchange to another exchange for purposes of this section and for determining the valuation of the Funds.

9. Fees and Charges

9.1 General Information

- You may have to pay sales charges when depositing to or withdrawing from the Contract, depending on the sales charge option of the Funds that you choose.

- We offer multiple sales charge options under the Contract: Front-end, No-load, Low-load, Professional Service Fee (PSF), and F-class options.
- The fee you pay for the Maturity Guarantee and Death Benefit Guarantee under the Contract is incorporated in the Management Expense Ratio (MER) of the Fund.

9.2 Sales Charge Options

- The amount of sales charges are determined by the Fund category and sales charge option in which you originally purchase Units.
- There are no sales charges or redemption fees applicable to a deposit made as a result of a guarantee top-up or a Management Fee Reimbursement.

9.2.1 Front-end and No-load options

- Under the Front-end option, you may pay a sales charge at the time of deposit to the Contract.
 - The amount you pay is negotiable and calculated as a percentage of the gross deposit amount.
 - The minimum sales charge you will pay will be 0%. The maximum sales charge available under this sales charge option is 5%.
- Under a No-load option, you do not pay a sales charge at the time of deposit to the Contract and you do not pay a redemption fee at the time of any withdrawals from the Contract.
 - At the time of deposit, Manulife pays a commission to your advisor. If you sell Units within the first two or four years from deposit, depending on the applicable chargeback schedule, your advisor may have to return a portion of their commission to Manulife.

9.2.2 Low-load option

- This sales charge option is no longer available for deposits.
- Under this sales charge option you may pay a deferred sales charge, referred to as a redemption fee, at the time of any withdrawals from the Contract.
- The amount you pay is calculated as a percentage of the original purchase price of the Units that you request be redeemed.
- The amount of the sales charge applicable to a withdrawal is based on the redemption fee scale and Fund category in which you originally purchased Units of Low-load option funds.
- Redemption fees will apply to the earliest deposits first. Redemption fees only apply to withdrawals that exceed the charge-free withdrawal amount calculated for the year. Please see Section 5.6, Withdrawals Free of Sales Charges, for more information.
- The age of deposits, for purposes of calculating redemption fees, will not be affected by Fund switches.
- The redemption fees for the death benefit are waived.

Low-Load Redemption Fee Scale (closed to all Deposits as of May 26, 2023)

Fund Category	Redemption made during the First Years Following the Date of Deposit	Low-Load Redemption Fees as a Percentage of Original Deposit Amount
All funds	Year 1	3.00
	Year 2	3.00
	Year 3	3.00
	Year 4 and subsequent years	0

9.2.3 F-class option

- If eligible, you can allocate deposits to F-class sales charge option Funds.
- Funds in an F-class sales charge option are available for investors who have fee-based or wrap accounts with their dealer.
- Sales charges for F-class option Funds are generally negotiated between you and your dealer, as defined in the terms of the dealer account agreement. Collection of these fees will occur within the dealer account and not from your Contract.
- Under this sales charge option, you will not pay Manulife any sales charges at the time of deposit to or withdrawal from the Contract.
- If we are notified that you no longer have a fee-based or wrap account, we reserve the right to switch the F-class option Funds to substantially Similar Funds in the Front-end sales charge option, in accordance with our administrative rules in place at the time. This switch will not result in a taxable disposition.
- Movement from externally registered wrap accounts or fee-based accounts to Contracts registered directly with Manulife will result in a Fund switch from F-class option Funds to substantially Similar Funds in the Front- end sales charge option. Where the switch stays within the same Fund there is no taxable disposition.
- If you switch from F-class option Funds to No-load option Funds this will be treated as a withdrawal from one Fund and a deposit to another Fund. This may take place on multiple Valuation Dates, may affect guarantees, and will result in a taxable disposition.

9.2.4 Professional Service Fee (PSF) Option

- If eligible, you can allocate deposits to PSF option Funds. Under the PSF sales charge option, you will not pay Manulife any sales charges at the time of deposit to or withdrawal from the Contract.

- Funds in a PSF sales charge option are available for clients who:
 - have invested with an eligible distributor that has signed an agreement with us; and
 - have entered into a PSF agreement to pay their distributor a service fee (PSF fee), plus applicable taxes.
- You negotiate the PSF fee with your advisor. It must not be more than 1.25% annually, plus applicable taxes. The negotiated PSF fee will be applied to each PSF option Fund held within the Contract.
- The PSF fee is paid from the Contract and is in addition to the MER of each PSF option Fund.
- The daily accrued amount of the PSF fee is equal to the market value of the Units of each PSF option Fund held in your Contract multiplied by the PSF fee, plus applicable taxes.
- The PSF fee will continue to apply to each PSF option Fund until you and your advisor provide new written instructions. Any change to the PSF fee will be applied to all PSF option Funds in the Contract in accordance with our current administrative rules. However, we reserve the right to switch your PSF option Fund(s) to the same Fund(s) in the Front-end sales charge option in accordance with our current administrative rules if we are notified that you:
 - are no longer invested with an eligible distributor;
 - are no longer eligible to invest in PSF option Funds; or
 - do not have or no longer have a PSF agreement. This switch may result in a taxable disposition.
- We collect the PSF fee and applicable taxes on your distributor's behalf by redeeming Units from each PSF option Fund on a monthly basis. We reserve the right to change the frequency for collecting the PSF fee on notice to you.
- We are acting solely as an agent of the distributor, not as principal, for the administration and collection of the PSF fee, including the collection of any applicable taxes.
- If there are insufficient Units of the PSF option Fund(s) to satisfy the full amount of the PSF fee, you are responsible to pay the difference.
- If a Fund switch or a withdrawal from a PSF option Fund causes the remaining value of the PSF option Fund to be less than the upcoming PSF fee, in our sole determination, then the accrued PSF fee will be collected prior to the Fund switch or withdrawal being processed.
- If you switch from PSF option Funds to No-Load option Funds, this may be treated as a withdrawal from one Fund and a deposit to another Fund. This may take place on multiple Valuation Dates, may affect guarantees, and may result in a taxable disposition.
- For more information related to taxation of the PSF fee, refer to Section 11, Tax information.
- The redemption of Units to pay the PSF fee does not proportionally reduce your maturity and death benefit guarantees.

9.3 Early Withdrawal Fees and Recovery of Expenses

- We may apply an early withdrawal fee of 2% of the market value if you make a withdrawal within 90 days of the purchase of the Funds you have requested be withdrawn. This fee does not apply to scheduled withdrawal payments.
- The fees and charges described in this Information Folder are the only ones that you will be charged for the day-to-day activities of the Contract.
- If, however, you make an error (e.g. an NSF cheque), we reserve the right to charge you for any expenses or investment losses that occur as a result of the error. Any charges passed on to you will be commensurate with any expenses or losses incurred by us.

Fund Charges

9.4 Management Fees

- The management fee of a Fund is calculated and accrued on a daily basis and paid to Manulife for the management of the Fund and guarantee costs for providing 75% maturity guarantee and 75% death benefit guarantee under the Contract. You do not directly pay for the management fees as they are paid by the Fund.
- The management fees of a Fund include all management fees charged by Manulife and any underlying funds. There is no duplication of fees or charges for the same service.
- We may change the management fee of any Fund available by providing you with at least 60 days advanced written notice. Please see Section 7.9, Fundamental Changes, for more information.
- At our discretion we may waive a management fee, in whole or in part, and this arrangement may discontinue at any time without notice. If we waive a management fee we may have an alternate fee arrangement as described in the Fund Facts.

9.5 Management Fee Reimbursement (MFR)

- If the market value in a single contract or the total market value of all contracts in a Household is \$250,000 or greater, you may be entitled to receive a reimbursement of part of the management fee.
- To create a Household, your advisor must complete an "Account Household Form" and disclose the contracts that qualify to be in the Household. (Once the Household has been created, the primary contractholder can leave the Household without consequence to the Household, as long as the Household maintains the minimum total market value.)
- Only MPIP Segregated Pool contracts are eligible for inclusion in a Household.
- The amount of the reimbursement of the management fee will be calculated daily for each day the total market value of your contract or of all contracts in a Household is \$250,000 or greater, going back to the first dollar invested.
- The MFR will automatically be credited to your contract, and all eligible contracts in the Household as an allocation of additional Units into the relevant Funds on at least a quarterly basis and will not be paid to you in cash. Assets in the GIA(s) and DIA are included in the calculation to determine MFR eligibility, but do not receive an MFR.
- The MFR will not increase the Maturity Guarantee or Death Benefit Guarantee.
- The MFR, when withdrawn, will proportionally reduce the Maturity Guarantee and Death Benefit Guarantee.
- The following chart outlines the MFR rates that are available to eligible contracts.
- We reserve the right to make changes to the MFR program, including but not limited to, increasing or decreasing the MFR rates available and the market value amount to qualify for the MFR, changing or eliminating the tiers, or ceasing to offer them altogether. Any of these changes are not considered to be a fundamental change.

		Tier 1 **	Tier 2 **	Tier 3 **	Tier 4 **	Tier 5 **
Asset Band **	\$0 to \$249,999.99	\$250,000.00 to \$499,999.99	\$500,000.00 to \$999,999.99	\$1,000,000.00 to \$4,999,999.99	\$5,000,000.00 to \$9,999,999.99	\$10,000,000.00+
All MPIP Segregated Pools	0 basis points*	2.5 basis points*	5 basis points*	7.5 basis points*	10 basis points*	12.5 basis points*

The management fee reimbursement will not be paid in cash but will be credited to the contract. Assets in the Manulife Dollar Cost Averaging Program Private Segregated Pool or Manulife High Interest Savings Private Segregated Pool, GIA(s) and DIA, if held and any applicable HST, are included in the calculation to determine MFR eligibility, but do not receive an MFR.

**** Asset Bands, Tiers, and rates are subject to change. The amount of the reimbursement begins on the first dollar invested.**

Basis Point (bps) is a unit that is equal to 1/100th of 1 per cent, and is used to denote the change in financial instrument. The basis point is commonly used for calculating changes in interest rates, equity indexes and the yield of a fixed-income security.

Management Fee Reimbursement Example

- Relatives in a household have a total value of \$1,600,000 invested in three MPIP Segregated Pool Contracts:

MPIP Segregated Pool Contract	Contract Value
Contract A	\$1,400,000
Contract B	\$90,000
Contract C	\$110,000
Total Contract Value	\$1,600,000

Step 1: Determine the MFR Rate.

- The total contract value determines the Household MFR rate.

		Tier 1 **	Tier 2 **	Tier 3 **	Tier 4 **	Tier 5 **
Asset Band **	\$0 to \$249,999.99	\$250,000.00 to \$499,999.99	\$500,000.00 to \$999,999.99	\$1,000,000.00 to \$4,999,999.99	\$5,000,000.00 to \$9,999,999.99	\$10,000,000.00+
All MPIP Segregated Pools	0 basis points*	2.5 basis points*	5 basis points*	7.5 basis points*	10 basis points*	12.5 basis points*

Step 2: Calculate the MFR.

- The MFR is determined by multiplying the total market value of all eligible contracts, excluding the value of the Manulife Dollar-Cost Averaging Advantage Private Segregated Pool, if held, by the applicable MFR Rate.
- Household Total Market Value x MFR Rate
- \$1,600,000 x 7.5 bps = \$1,200

*Note that for simplicity, **this example calculates the MFR on an annual basis**. When applicable, the MFR will be applied to a contract at least quarterly, based on daily calculated and accrued values.

9.6 Management Expense Ratio (MER)

- The Management Expense Ratio (MER) is the cost of investing in a Fund and is the total of the management fee plus the operating expenses of the Fund. You do not directly pay for the MER as it is paid from the Fund before the Unit Value is calculated.
- The operating expenses of a Fund include;
 - operating and administrative costs,

- legal fees,
- audit fees,
- custodial fees and charges, and
- bank service and interest charges.
- We pay the operating expenses of the Funds in exchange for a monthly payment by the Funds to us with respect to each class of the Funds, if applicable.
- The MER includes the MER of any underlying fund and any fees or sales charges associated with that underlying fund. There is no duplication of fees or sales charges for the same service.
- Subject to Section 9.4, Management Fees, and Section 7.9, Fundamental Changes, we may change the MER of any Fund available without prior notification. Please see the Fund Facts for more information about current MERs.

10. Compensation Paid to Your Advisor

10.1 General Information

- Contracts are sold through independent advisors and brokers.
- The advisor will be compensated for the professional advice and services provided to you. The amount of compensation will depend upon the contractual agreement between your advisor and their dealership or with Manulife, whichever is applicable.
- In some instances, a product transfer program may be available to potentially reduce or eliminate sales charges through a reduction of advisor compensation. Manulife reserves the right to change or cancel compensation arrangements at any time.

10.2 Sales Commission

- The sales commission paid will vary depending on the Fund, the sales charge option and in some cases, the amount of the deposit to the GIA term, interest option, amount of the deposit, and the reinvestment term, interest option, and amount.
- Front-end sales charge option:
 - The amount of the sales charge you pay equals the commission paid to your advisor by Manulife.
- No-load Sales Charge option:
 - At the time of deposit, Manulife pays a commission to your advisor. If you sell Units within the first two or four years from deposit, depending on the applicable chargeback schedule, your advisor may have to return a portion of their commission to Manulife.
- F-class and Professional Service Fee (PSF) sales charge option:
 - No sales commission will be paid to your advisor by Manulife.
- Sales commission will not be paid for the following:
 - Maturity and Death Benefit top-ups,
 - Fund switches within the same sales charge option,
 - Transfer of a registered savings Contract (e.g. RRSP, LIRA) to a registered income Contract (e.g. RRIF, LIF),
 - MFR credited to your Contract, and
 - Deposits to the DIA.

10.3 Servicing Commission

- For all sales charge options, except F-class deposits and Professional Service Fee (PSF) options, and deposits into and reinvestments of the GIA, Manulife will pay a regular servicing commission to your advisor to recognize the ongoing service they provide.

11. Tax Information

Note: This summary does not include all possible tax considerations and you should consult your personal tax advisor about your individual circumstances.

11.1 General Information

- This is an outline of general tax information as it applies to the Contract. It applies to Canadian resident individuals and is based on the current *Income Tax Act* (Canada).
- You are liable for any tax liabilities resulting from any change in law, interpretation or Canada Revenue Agency (CRA) assessing practices. You should consult your personal tax advisor about your individual circumstances.
- Each Fund is to allocate its income and realized capital gains and losses to Policyowners in each year.
- Each Fund (other than a money market fund or the DCAP Fund) will allocate the income proportionally by Fund Units to all Policyowners on December 31 of each year. Realized capital gains and losses are allocated first to surrendering Policyowners, and any residual is allocated proportionally by Fund Units to all Policyowners on December 31 of each year.
- Each Fund also has the authority to make a reasonable allocation of income, capital gains, or capital losses of the Fund to Policyowners at other times of the year where, in our opinion, such an allocation is more equitable in the circumstances. Any amounts allocated in accordance with this paragraph will reduce the amounts that are otherwise allocated by the Fund for the taxation year.
- Furthermore, allocations may be made in a year to a Policyowner who was a Policyowner during that year but who is no longer a Policyowner at the end of that year.
- Interest earned on the daily interest account (DIA) or guaranteed interest account(s) (GIA(s)) is reported on an anniversary of the first deposit basis. Interest income is also calculated on a proportional basis on any withdrawals which occur after the anniversary date. This amount is reportable in the year the withdrawal occurs. The amount of interest calculated on withdrawals may be reduced by charges or fees if applicable.
- The money market fund and DCAP Fund allocates interest income earned on a daily basis to Policyowners in that Fund. There is no change in a Unit Value on an allocation date, nor is there any change in the number of Units allocated to the Contract.
- The adjusted cost base of Units allocated to your Contract is determined under the *Income Tax Act* (Canada). Generally, it is the weighted-average cost of these Units, including any tax allocations of income, capital gains, and capital losses for these Units.

- The taxation of certain benefits available with this product is not certain at this time. You are responsible for the proper reporting of all taxable income applicable to you as Policyowner and payment of all related taxes. You are also responsible for any tax liabilities arising from any change in law, interpretation, or Canada Revenue Agency (CRA) assessing practice. We recommend that you contact your tax advisor regarding the tax treatment of this product in your particular circumstances.

11.2 Non-Registered Contracts

- You may have to pay taxes on your investments in non-registered Contracts.
- When filing your income tax return, you are required to include capital gains, capital losses, dividends, interest, foreign income, and other income allocated to you. You may also claim the foreign taxes allocated to you.
- Capital gains or capital losses reported to you may include gains and losses resulting from Fund switches and withdrawals, trading activities of the Funds.
- Fund closures and underlying fund distributions and substitutions. These tax allocations will be reported to you on the appropriate tax slip(s).
- Income resulting from your investment in a GIA or the DIA will be reported annually to you on a T5 – Statement of Investment Income tax slip.
- Taxation of Professional Service Fee (PSF) fee in Non-registered Contracts:
 - The PSF fee plus applicable taxes is an expense of the Policyowner. We recommend that you contact your tax advisor regarding the tax deductibility of this fee in your particular circumstances; and
 - The redemption of Units to pay for the PSF fee will result in a taxable disposition and create capital gains or capital losses that will be reported to the Policyowner.

11.3 Registered Contracts

- Income can accumulate in a registered Contract on a tax-deferred basis.
- If you request Fund switches between Funds in a registered Contract or you transfer directly to another permitted registered Contract, you do not have to pay tax at that time.
- Taxation of Professional Service Fee (PSF) fee in Registered Contracts:
 - The PSF fee plus applicable taxes is considered an expense of the registered plan.
 - The payment of PSF fees will not be subject to withholding taxes and will not be reported as income to you.

RRSP

- Deposits made to an RRSP or Spousal RRSP may be deductible from taxable income, up to a maximum amount determined under the *Income Tax Act* (Canada).
- You, or your spouse, if applicable, must pay tax on the amount that you have withdrawn.
- We may be required to withhold tax from withdrawals from the Contract under current tax legislation.

RIF, LIF, or other similar retirement income Contracts

- Payments and cash withdrawals from a RRIF, LIF, or other similar retirement income Contracts will be included in your income for the year the payments are made.
- We are required to withhold tax from any withdrawals that exceed the RRIF, LIF, or other similar retirement income Contract minimum amount under current tax legislation.

TFSA

- Deposits to a TFSA are not tax deductible.
- Withdrawals from a TFSA are generally not taxable.
- Withdrawals will be added to your TFSA contribution room at the beginning of the following calendar year. You can replace or re-contribute the amount of the withdrawal in the same year only if you have available TFSA contribution room. Please consult your tax advisor in these circumstances.

11.4 Taxation of Guarantee “Top-Up”

Non-registered Contracts

- If the guarantee amount is greater than the market value at death or maturity, we will deposit the difference into the Contract. This deposit is referred to as a “top-up” and is taxable to you when paid into the Contract.
- On surrender of the Contract, at death or maturity, the difference between the market value of the Contract (before any top-up) and the adjusted cost base may result in a capital gain or loss.
- The tax treatment of the top-up is not certain at this time. We recommend that you contact your tax advisor regarding the tax treatment of top-ups in your particular circumstances. We will report guarantee “top-up” amounts paid based on our understanding of tax legislation and CRA assessing practices at that time. You are responsible for any tax liabilities applicable to you as a Policyowner arising from any change in law, interpretation, or CRA assessing practice.

Registered Contracts

- For the Maturity Guarantee, top-up amounts are not taxed when deposited into the Contract. However, except for TFSA Contracts, when amounts are withdrawn (including the top-ups), all amounts are taxable to you.

- For the Death Benefit Guarantee, top-up amounts are not taxed when deposited into the Contract. However, except for TFSA Contracts, when the final death benefit is paid to the beneficiary, all amounts (including the top-ups) are taxable to the appropriate individual.
- For TFSA Contracts, withdrawals are generally not taxable.

11.5 Taxation of Management Fee Reimbursement

Non-Registered Contracts

- The amount of any MFR deposited to your Contract will be reported to you as other income and included on any tax slip(s) issued to you.

Registered Contracts

- The amount of any MFR will not be taxable to you when deposited to your Contract. However, except for TFSA Contracts, when amounts are withdrawn (including the MFR), all amounts are taxable to the appropriate individual.
- For TFSA Contracts, withdrawals (including the MFR) are generally not taxable.

12. Estate Planning

Note: This summary does not include all possible tax considerations. You should consult your personal tax advisor about your individual circumstances.

12.1 General Information

- The MPIP Segregated Pools Contract provides valuable estate planning advantages. Many estate planning features are dependent on the life of the annuitant. Where Contracts are eligible to continue or have contractual benefits continue based on the life of another annuitant, guarantees may be recalculated.

12.2 Beneficiaries

- On the death of the last surviving annuitant, we will pay the proceeds of the Contract to any surviving primary beneficiary.
- If you have named more than one primary beneficiary, you may specify how the proceeds are to be divided. If you have not indicated how the proceeds are to be divided, we will assume the proceeds should be divided equally among the surviving primary beneficiaries. The same applies for secondary beneficiaries.
- We are not responsible for confirming the accuracy or validity of any information that you provide to us.
- If you have used the Contract as security for a loan (where allowed), the rights of a collateral assignee or, under the Quebec Civil Code, a hypothecary creditor, will normally take precedence over the rights of a beneficiary.

12.2.1 Irrevocable Beneficiaries

- If you have designated the beneficiary as irrevocable (where allowed), you cannot change the designation without the beneficiary's written consent, unless otherwise permitted by law.
- Certain other rights and options, such as changes to withdrawals, assignments, or transfer of ownership, can be exercised only with the written consent of the irrevocable beneficiary.
- An irrevocable beneficiary who is a minor cannot provide consent. A parent, guardian, or tutor cannot provide consent on behalf of a minor who has been named as irrevocable beneficiary.
- You may be able to apply to the court for an order permitting you to deal with the Contract without the consent of the irrevocable beneficiary.

12.3 Successor Annuitant Election For RRIF Contracts

- If you have named your spouse as successor annuitant, on your death, they will automatically become owner of the Contract. In this case, the successor annuitant may exercise rights as the Policyowner of this Contract. However, if you have named an irrevocable beneficiary, the successor annuitant's ownership rights will be restricted (see Section 12.2.1, Irrevocable Beneficiaries).

12.4 Non-Registered Contracts

- In some instances, the non-registered Contract may continue following your death, or upon the death of the annuitant, by making certain elections prior to death.
- If the Contract continues, no death benefit is payable, and therefore, no guarantee top-up would apply.
- Certain provisions of the Contract are based on the age of the annuitant. If the annuitant of the Contract is subsequently changed, some of the provisions may also change.

I. Successor Owner

- You may appoint a successor owner or owners (referred to as subrogated policyholder(s) in Quebec) prior to the death of the last surviving annuitant.
- In the event of your death, ownership of the Contract is transferred to the successor owner.
- This transfer in ownership occurs without the Contract passing through your estate.
- If the successor owner is someone other than your spouse, the transfer of ownership will be considered a taxable disposition and all realized and unrealized gains will be reported on your final tax return.

II. Successor Annuitant

- You may appoint a successor annuitant under the Contract prior to the death of the annuitant.
- In the event of the annuitant's death, the successor annuitant will automatically become the annuitant of the Contract.
- The Contract will continue and no death benefit is payable.
- You may remove a previously appointed successor annuitant at any time prior to the death of the annuitant.

12.5 Registered Contracts

RRSP CONTRACTS

- You cannot appoint a successor owner for an RRSP Contract.

Note: A Contract held as an investment of an external self-directed RRIF (including LIF or other similar retirement income Contracts), RRSP (including LIRA and RLSP), FHSA, or TFSA, is a non-registered Contract with Manulife. For these Contracts, the Contract may continue according to our administrative rules, the provisions of the trust arrangement, and the trustee's administrative practices.

12.5.1 Tax-Free Savings Account (TFSA)

- Where available under applicable provincial and territorial law, if your spouse is named as sole beneficiary or successor holder, your spouse will automatically become owner of the Contract after your death. In this case, your spouse may exercise rights as the Policyowner of this Contract. If your spouse is named as sole beneficiary, any secondary or subsequent beneficiary appointments made prior to your death are ineffective.

Successor annuitant for RRSP contracts

- The successor annuitant must be the annuitant's spouse and must be named the sole beneficiary.
- If the Contract is still an RRSP upon death of the annuitant, your spouse will have the option to receive the death benefit for the Contract, or continue the contractual benefits in a new RRSP (or RRIF) Contract in their name.

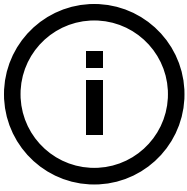
12.6 Estate Benefits

- If you have named a valid beneficiary or a valid successor owner, other than your estate, upon your death or the death of the last surviving annuitant, the Contract does not form part of your estate. Probate fees will not apply to the Contract in accordance with current legislation.

12.7 Potential Creditor Protection

- When a named beneficiary is a spouse, parent, child, grandchild of the annuitant (for Quebec, ascendants and descendants of the owner), or is named irrevocably, the Contract may be protected against claims of your creditors.

Note: There are important limitations with respect to this protection and this summary does not include all possible considerations. You should consult your tax or legal advisor about your individual circumstances.



Manulife Private Investment Pools —MPIP Segregated Pools (MPIP Segregated Pools) Contract

Important Information

The Contract shown on the following pages will become effective on the Valuation Date of the first Deposit to the MPIP Segregated Pools Contract and upon acceptance by Manulife that the initial Contract set-up criteria have been met. Delivery of the Contract provisions do not constitute acceptance by Manulife of a Contract purchase.

Confirmation of a Contract purchase will be sent to you upon meeting the necessary Contract set-up requirements as determined by Manulife, and when the initial Deposit has been made. The effective date of the Contract will be stated on a confirmation notice. Any endorsements or other amendments that may be required will be provided to you and will form part of the Contract.

The following pages include provisions for Manulife Private Investment Pools – MPIP Segregated Pools (MPIP Segregated Pools). These provisions apply to your MPIP Segregated Pools Contract.

The Contract tax type you purchase will be indicated on your copy of the application and on subsequent statements. A confirmation notice will be sent to you following acceptance by Manulife. Please contact your advisor if you have any questions about the Contract you have purchased.

Manulife Private Investment Pools—MPIP Segregated Pools (MPIP Segregated Pools) Contract Provisions

In these policy provisions, “you”, “your”, and “owner” refer to the person who has Policyowner’s or policyholder’s rights under the Contract. “We”, “us”, “our”, and “Manulife” refer to The Manufacturers Life Insurance Company. “Head Office” refers to the Canadian Head Office of Manulife located in Waterloo, Ontario, or to any other location that we might specify to be our Head Office.

This Contract is available as a non-registered Contract. If you are applying for a registered Contract, you may request us to apply for registration of the Contract under the *Income Tax Act* (Canada) and any applicable provincial income tax legislation as a Retirement Savings Plan (RSP), Locked-in RSP or Locked-in Retirement Account (LIRA), Restricted Locked-in Savings Plan (RLSP), Tax-Free Savings Account (TFSA), Retirement Income Fund (RIF), Life Income Fund (LIF), Locked-in Retirement Income Fund (LRIF), Prescribed Retirement Income Fund (PRIF), Restricted Life Income Fund (RLIF), or other similar retirement income Contract that may become available under legislation and that is offered by us within this Contract.

The Manufacturers Life Insurance Company is the issuer of this Individual Variable Insurance Contract and the guarantor of any guarantee provisions contained herein.

The Manufacturers Life Insurance Company

Paul Savage

Head of Individual Insurance Canada

Manulife

Any amount that is allocated to a Segregated Fund is invested at the risk of the Policyowner and may increase or decrease in value.

Definitions & Key Terms

Asset Band Tiers

Used to determine the Management Fee Reimbursement Rate used in the calculation of the Management Fee Reimbursement. They are based on the total Market Value in a Contract or Household.

Beneficiary

The Beneficiary is the individual(s) or organization(s) designated to receive the value of the Contract upon the death of the last surviving Annuitant.

Charge-free Amount

The number of Units of a Fund that are exempt from Low-load sales charges.

Contract

Also referred to as the policy or the plan. The Contract is the Manulife Private Investment Pools – MPIP Segregated Pools (MPIP Segregated Pools) Contract, which is a deferred annuity product supported by a family of Funds to help you meet your financial objectives. The Contract is governed by the applicable provincial insurance and pension legislation and the *Income Tax Act* (Canada).

Contract Date

The date the Contract is effective. The Contract becomes effective on the Valuation Date of the first Deposit and upon acceptance by Manulife that the initial Contract set-up criteria have been met.

Contract Maturity Date

The last date on which you may own the rights under the Contract for the purpose of accumulating capital. The Contract Maturity Date is the date on which the Maturity Guarantee applies.

Death Benefit Date

The Valuation Date on which we receive sufficient written notification of the death of the last surviving Annuitant at our Head Office.

Death Benefit Guarantee

The minimum amount that is payable upon the death of the last surviving Annuitant.

Deposit

Also referred to as the Premium. The Deposit is the amount of money you pay to Manulife in exchange for contractual benefits before the deduction of any applicable sales charges or fees. After the applicable sales charges and fees are deducted, the remaining amount of money is maintained by Manulife in respect of which the non-guaranteed benefits of the contract are provided, and is kept separate from the general assets.

Deposit Value

The total amount of all Deposits before any applicable sales charges are deducted (gross Deposits).

Daily Interest Account (DIA)

An investment option with interest that is calculated daily and credited monthly at the rate we set periodically.

F-class Sales Charge

When a Fund is chosen in a F-class Sales Charge option, you will not pay Manulife any sales charges at the time of deposit or withdrawal from the Fund. Administrative fees may be payable as defined under *Section 6.1 Contract fees and charges*, for certain withdrawals and Fund switches. You are eligible for the F-class Sales Charge option only if you have a fee-based or wrap account with your dealer.

Front-end Sales Charge

When a Front-end Sales Charge option Fund is chosen, a sales charge may be deducted from the amount you pay to Manulife as a Deposit and is paid to your advisor. Under this option there are no sales charges payable on withdrawals.

Fund(s)

Also referred to as Segregated Funds, Segregated Pools and Pool(s). An aggregate of money, stocks, bonds, mutual funds, and/or other types of investments that is held separate from the insurer's general assets to be available to assist the insurer in meeting its financial obligations under the Contract. They are made available for the notional allocation of Deposits under the Contract.

Fundamental Investment Objective

Those characteristics that distinguish one Segregated Fund from another on the basis of factors such as; investment fund category, country or region where the Segregated Fund primarily invests, type of capitalization (if equity), and investment grade (if fixed income).

Guaranteed Interest Account (GIA)

An investment option in which a Deposit is invested at a fixed interest rate for a predetermined period of time.

Household

May include all contracts belonging to owners residing at the same address. It also includes corporate contracts for which you and other members of the Household beneficially own more than 50% of the corporation's voting equity. A Household is used only for the purpose of linking contracts for the MFR calculation.

Locked-In Contracts

If Deposits originate from a pension plan, they continue to be locked-in under this Contract. "Locked-in" refers to the restrictions and limitations that are imposed by the applicable pension legislation.

Low-load Sales Charge - No longer available for deposits.

Often referred to as a Deferred Sales Charge (DSC), a redemption fee or a surrender charge. When a Fund with a Low-load Sales Charge option is chosen, a sales charge is applied to withdrawals (surrenders) that occur during a specified sales charge period.

Management Fee Reimbursement (MFR)

An amount credited to the Contract as an allocation of additional Units in the relevant Fund(s) on at least a quarterly basis, if your Contract meets the eligibility requirements as described in Section 9.5 of the Information Folder.

Management Fee Reimbursement (MFR) Rate

Used in calculating the MFR. MFR Rates vary by the Pool Category and the Asset Band Tiers.

Market Value of the Contract

The Market Value of the Contract is determined to be the sum of the Market Value of Units notionally credited to each Fund the Market Value of the DIA and the Market Value of each GIA in the Contract.

Market Value of a GIA and/or the DIA

The Market Value of a GIA and/or the DIA is determined as the sum of the amount deposited in the investment option plus accrued interest.

Market Value

The Market Value of the Contract is determined to be the sum of the Market Value of Units notionally credited to each Fund in the Contract.

Maturity Guarantee

The value of the Contract that will be used as the basis for the calculation to provide the annuity benefit on the Contract Maturity Date as provided under the Contract.

Net Assets

The Net Assets of a Fund are determined by calculating the Market Value of its assets (its investments) and subtracting its liabilities (such as the Fund's management fees and operating expenses).

No-load Sales Charge

When a Fund is chosen in a No-load Sales Charge option, you do not pay Manulife any sales charges at the time of deposit or withdrawal from the Fund. At the time of deposit, Manulife pays a commission to your advisor. If you sell Units within the first two or four years from deposit, depending on the applicable chargeback schedule, your advisor may have to return a portion of their commission to Manulife.

Other similar retirement income Contract

A reference that includes but is not limited to LRIF, PRIF, and RLIF and any other contract type that may be introduced under pension legislation.

Policyowner

Also referred to as the "owner". The individual or organization who is the legal owner of the rights under this Contract. The Policyowner will receive the benefits of the annuity unless a third party is designated by the Policyowner to receive such benefits. In the province of Quebec, the Policyowner is referred to as the policyholder.

Pool Category

The grouping of Funds based on asset class. Management Fee Reimbursement Rate(s) used in the calculation for the MFR may be different for each Pool Category.

Professional Service Fee (PSF) Sales Charge

When a Fund is chosen in a PSF Sales Charge option, you will not pay Manulife any sales charges at the time of deposit or withdrawal from the Fund. You negotiate the PSF fee with your advisor; this fee will be applied to each PSF option fund held within the Contract. We collect the PSF fee and applicable taxes on your distributor's behalf by redeeming units from each PSF option Fund.

Similar Fund

For the purposes of being considered a Similar Fund, a Fund must have a comparable investment objective, be in the same investment category, and have the same or lower management fee as the original Fund at the time that notice is given.

Spouse

Reference to "spouse" means a spouse or common-law partner as recognized under the *Income Tax Act* (Canada).

Surrender Charges

Charges that are applied when a request for a withdrawal and/or transfer out is made from a GIA prior to the maturity date of its term. Surrender Charges will be deducted from the amount withdrawn and/or transferred.

Underlying Fund

An investment fund in which a Fund invests all or part of its assets. The underlying investments of the Funds may be units of mutual funds, pooled funds or other selected investments owned by us.

Unit(s)

The measurement attributed to the Contract to determine the value of the insurance benefits and of our financial obligation to you. You do not acquire any ownership interest of the Units. Units are notional and are not transferable or assignable.

Unit Value

A notional value used to measure the Market Value of one Unit (or share) of a Fund.

Valuation Date

A Valuation Date for the Contract occurs every date on which:

- i. the Toronto Stock Exchange is open for business, and
- ii. a value is available for the underlying assets of the Segregated Fund.

1. The Contract

This Contract describes the Segregated Funds available under the Contract and the applicable guarantees and features, as well as the terms and features of other available investment options such as guaranteed interest accounts (GIAs) and the daily interest account (DIA). A number of specific provisions that apply to GIAs and the DIA are set out in Section 11, *Specific Provisions for Guaranteed Interest Accounts and the Daily Interest Account*. While Section 11 sets out provisions that apply to these investment options, other sections of this Contract also apply to these options, generally or as indicated in the relevant provisions. In the event of any inconsistency between the provisions in Section 11 and other provisions in this Contract, the provisions in Section 11 apply.

The Contract is made up of the terms of the Contract, the application form, endorsements, any written amendments, and confirmation of deposits. We will not be bound by any amendment to the Contract made by you or your representative, unless it is agreed to in writing and signed by our President or one of our Vice-Presidents. If you request that the Contract be registered, the RSP, RIF, or TFSA endorsement and any applicable locking-in endorsement will be included and made a part of the Contract.

The information contained in the Fund Facts is accurate and complies with Individual Variable Insurance Contracts Guidelines Relating to Segregated Funds of the Canadian Life and Health Insurance Association Inc. (CLHIA) and The Autorité des Marchés Financiers (AMF) as of the date prepared. The following information contained in the Fund Facts forms part of the Contract:

- Name of the Contract and Fund name
- Management Expense Ratios
- Risk disclosure
- Fees and expenses
- Right of rescission

If there is an error in the Fund Facts information outlined above, we will use reasonable measures to correct the error but you will not be entitled to specific performance under the Contract.

We have the right to limit the number of Contracts where you are the Policyowner by refusing to accept subsequent applications for the same taxation type.

Every action or proceeding against an insurer for the recovery of insurance money payable under the Contract is absolutely barred unless commenced within the time set out in the Insurance Act or other applicable legislation.

2. General overview

2.1 Currency

All payments to or by us will be in Canadian dollars.

2.2 Ownership

You may exercise rights as the Policyowner of this Contract, subject to any limitation provided by law. Your rights may be restricted if a Beneficiary has been appointed irrevocably, or if this Contract has been hypothecated or assigned as collateral security.

2.3 Annuitant

The Annuitant is the measuring life; the individual on whose life the Maturity Guarantee and Death Benefit Guarantee are based. The Annuitant can be you, as the Policyowner, or an individual you designate.

2.4 Beneficiary

You may designate a Beneficiary or beneficiaries to receive any amounts payable under this Contract after the last surviving Annuitant's death. As far as the law allows, you may change or revoke the Beneficiary designation. If the designation is irrevocable, you will not be permitted to change or revoke it without the Beneficiary's consent, unless otherwise permitted by law. Any designation of a Beneficiary or any change or revocation of a designation, unless otherwise permitted by law, must be made in writing and will then be effective as of the date of signing; however, we will not be bound by any designation, change, or revocation which has not been received at our Head Office at the date we make any payment or take any action.

We assume no responsibility for the validity or effect of any designation, change, or revocation. If there is no surviving Beneficiary at the time of the last surviving Annuitant's death, which results in a death benefit being payable, any amount payable will be paid to you if you are not the Annuitant, otherwise to your estate.

2.5 Successor Owner

If you are not the Annuitant or if you are the Annuitant and a successor Annuitant has been named, you may appoint one or more successor owners for non-registered Contracts who may exercise rights as the owner of this Contract after your death. Their rights may be restricted if a Beneficiary has been appointed irrevocably or if the Contract has been assigned or hypothecated as collateral security. In the Province of Quebec, the term "successor owner" refers instead to a subrogated policyholder.

2.6 Protection Against Creditors

So far as the law and your personal circumstances allow, this Contract is potentially exempt from seizure by your creditors.

Please consult with your legal advisor for more information.

2.7 Service Initiatives

Throughout the Contract, we ask you to send us written instructions in order to effect certain transactions. Over time, we may introduce service initiatives that allow you to issue non-written instructions, including instructions in the electronic form, to us. You will be deemed to have agreed to be bound by those instructions to the same extent as if they had been provided in writing.

2.8 Administrative Rules

In the Contract, we refer to current administrative rules. We change our rules from time to time in order to provide improved levels of service, and to reflect corporate policy and economic and legislative changes, including changes to the *Income Tax Act* (Canada). Administrative rules, which may be in addition to rules that would otherwise apply under the Contract, may apply to transaction requests communicated to us under different service initiatives.

3. Deposit Provisions

3.1 Deposits

You may make a Deposit to this Contract while this Contract remains in force, subject to the terms of this Contract, the Information Folder, and our administrative rules in effect at the time you make the Deposit. There are maximum age restrictions for Deposits as described in the Key Facts. We consider a Deposit to be made on the applicable Valuation Date based upon when we receive it. Please refer to Section 8.3, *Valuation Date of requests*, for more information.

You may request allocation of your Deposit, after deductions are made, to purchase Units in one or more of the Funds then available or into GIA(s) and/or the DIA. You must state in writing the Fund(s), DIA, and GIA(s) you select; if you select more than one investment, you must state the amount of the Deposit to be allocated to each one. If we do not receive instructions, or receive incomplete instructions, your Deposit will be delayed until instructions are received in accordance with our current administrative rules. You must state in writing the Fund(s) you select, and if you select more than one Fund, you must state the amount of your Deposit to be allocated to each one.

The number of Units purchased in any Fund will be equal to the Deposit, less any deductions, allocated to that Fund divided by the value of a Unit in that Fund on the applicable Valuation Date.

The value of a Unit in any Segregated Fund is not guaranteed, but fluctuates with the investment performance of the assets of the Segregated Fund. Please refer to Section 8.2, *Units Allocated to a Fund*, for more information.

We have the right to refuse to accept any Deposit and to establish maximum and minimum Deposit amounts from time to time.

We have the right to refund any Deposit.

We have the right to request medical evidence of the Annuitant based on our current administrative rules and to refuse to accept Deposits based on incomplete or unsatisfactory medical evidence of the Annuitant.

We have the right to request proof of age, sex, survival, or marital status of any person upon whose age, sex, survival, or marital status any payment depends. If this information has been misstated, we reserve the right to recalculate the benefits to equal those that would have been provided for the person's correct age, sex, survival, or marital status.

You may have rescission rights under this Contract as described in Section 10, *Rescission*.

3.2 Fund Availability

At any time, we reserve the right to designate that any of our Funds or investment options will no longer be available for new Deposits, or we may close a Fund or investment option completely.

If we close a Fund completely, we will give you sufficient advance written notice of our intent in accordance with legislative requirements. We may redeem the Units to the Contract's credit in any Fund that will no longer be available and allocate the value of these Units to purchase Units in a Similar Fund. Our written notice to you will specify the Fund or Funds that will no longer be available, the Fund in which we propose to purchase Units, and the date this automatic Fund switch is to be effective. We will send notice to the last address you provided to us.

In the event that we close a Fund and a Similar Fund is not available, you may request in writing to withdraw units of the Fund without incurring charges, or that we make an alternative Fund switch as explained in Section 4, *Fund Switch and Transfer Between Investment Option Provisions*. If we do not receive your request before the date of the automatic Fund switch, the automatic Fund switch will take place.

We reserve the right to add, close and/or split Funds, and to change a Fund manager of any of the Funds at our discretion, subject to notification requirements, if applicable. If we make a fundamental change, you will be given the opportunity in certain circumstances to Fund switch or withdraw units of the Fund(s) without incurring charges. Please refer to Section 9.4, *Fundamental Changes*, for more information.

We also reserve the right to merge Funds in accordance with applicable requirements.

3.3 Additional Investment Options

We may provide you with additional investment choices within the Contract of a different investment category (e.g. Guaranteed Interest Accounts), Funds, and/or series of Funds with different contractual provisions, such as maturity and death benefit guarantee levels. In this event, the provisions of the Contract may be amended to permit you to invest in the additional categories or Funds. If you initiate a transaction to the new investment choice, you will be considered to have agreed to the terms of the amendment, which will form part of the Contract.

3.4 Sales Charges

If you request that we allocate a Deposit to purchase Units of a Fund with a Front-end Sales Charge option, your Deposit will be reduced by a sales charge.

If you request that we allocate a Deposit to purchase Units of a Fund with a No-load Sales Charge option, your Deposit will not be reduced by a sales charge. However, if you withdraw Units within the first two or four years from the deposit date, there may be a commission charge back to your advisor. Your advisor may have to give back a part of their commission to Manulife.

If you request that we allocate a Deposit to purchase Units of a Fund with a F-class Sales Charge option, and we are notified that you are no longer eligible for F-class option Funds, we reserve the right to move the Deposits in these Funds to substantially Similar Funds in a Front-end Sales Charge option, in accordance with our administrative rules in place at the time.

If you request that we allocate a Deposit to purchase Units of a Fund with a PSF Sales Charge option, and we are notified that you are no longer eligible for PSF option Funds, we reserve the right to move the Deposits in these Funds to the same Fund in the Front-end Sales Charge option, in accordance with our administrative rules in place at the time.

3.5 Dollar-Cost Averaging

The Dollar-Cost Averaging Program Fund (DCAP Fund) is similar to Funds where you establish regular Fund switches, except you may request a reallocation of the Fund switch out of the DCAP Fund over a specified period. You cannot switch monies into the DCAP Fund. All deposits to the DCAP Fund will be administered in accordance with our administrative rules in place at the time. You must provide instructions within 90 calendar days of deposit to the DCAP fund and you must allocate the money to the funds within a 12-month period from the deposit date. If instructions to switch your funds from the DCAP Fund are not received within 90 days of the deposit date, we reserves the right to move the funds to the High Interest Savings Private Segregated Pool, or a substantially Similar Fund, in accordance with our administrative rules in place at the time.

4. Fund Switch and Transfer Between Investment Options Provisions

4.1 Fund Switches

At any time while this Contract remains in force, you may request that we switch Units in a Fund by requesting in writing that we redeem some or all of the Units to the Contract's credit in one or more Funds and/or to purchase Units in one or more of our other Funds then available and subject to our administrative rules in place at the time of your request.

You may request a switch between Funds available under the terms of the Contract.

You may request that we switch between Funds of the same sales charge option up to five times per calendar year free of charge.

We reserve the right to Fund switch to an alternate Fund subject to our administrative rules in place at that time, if a Fund switch causes the value of the Fund(s) to fall below the Fund minimum.

We reserve the right to disallow Fund switches in excess of five per calendar year, or to charge an administrative fee of 2% of the Market Value of the Units for Fund switches requested in excess of five per year.

We reserve the right to charge an administrative fee of up to 2% of the Market Value of the Units if you withdraw or Fund switch Units from a Fund within 90 days of acquiring them. These rights will not be affected by the fact that we may have waived these rights at any time previously.

If you request that we move Funds between different sales charge options (e.g. Low-load to Front-end), guarantees may be affected and you may incur sales charges, since this will be treated as a withdrawal from one Fund and a deposit to another. When moving between Funds with different sales charge options, the Units of the Fund to which you are moving may be purchased with a Valuation Date immediately following the Valuation Date of the redemption. Please refer to Section 3.1, *Deposits*, and Section 5.5, *Deferred Sales Charges*, for more information. You may request Fund switches from Funds in the Low-load sales charge option into certain Front-end sales charge options, which may be eligible according to our administrative rules in place at the time.

For switches from PSF option Funds, refer to Section 6.1, *Contract Fees and Charges, Professional Service Fee Sales Charge option*, for more information.

Fund switches may result in a capital gain or a capital loss where they create a taxable disposition.

4.2 Transfers Between Investment Options

At any time while this Contract remains in force, you may request in writing to transfer some or all of the market value of Units of a Fund to a GIA and/or the DIA by requesting that we redeem some or all of the Units to the Contract's credit in one or more Fund(s), to deposit into the GIA and/or DIA, subject to our current administrative rules in place at the time of your request.

This transfer will be treated as a withdrawal from a Fund and a deposit to the GIA and/or DIA, both occurring on the same Valuation Date. Deferred sales charges may apply. Please refer to Section 5.5, *Deferred sales charges* and Section 11, *Specific Provisions for Guaranteed Interest Accounts and the Daily Interest Account: 11.2 Deposits*, for more information.

The value of the Units of a Fund that are redeemed as a result of a transfer between investment options fluctuate with the market value of the underlying assets and is not guaranteed.

At any time while this Contract remains in force, you may request in writing to transfer some or all of the Market Value of a GIA and/or the DIA to deposit to a Fund by requesting that we redeem some or all, as applicable, of the Market Value of the investment option(s), to deposit into a Fund(s) subject to our administrative rules in place at the time of your request.

This transfer will be treated as a withdrawal from the GIA and/or DIA and a Deposit to the Fund(s), both occurring on the same Valuation Date. Surrender Charges may apply. Please refer to Section 3, *Deposits*, and Section 11, *Specific Provisions for Guaranteed Interest Accounts and the Daily Interest Account: 11.3 Withdrawals*, for more information.

You may have rescission rights under this Contract as described in Section 10, *Rescission*.

5. Withdrawal Provisions

5.1 Withdrawals

You may request a withdrawal at any time while this Contract remains in force, by requesting in writing that we redeem some or all of the Units to the Contract's credit in one or more of our Funds, according to our current administrative rules. The Death Benefit and Maturity Guarantees will be proportionally reduced by any withdrawals from the Fund(s).

We reserve the right to Fund switch to an alternate Fund subject to our administrative rules in place at that time if an unscheduled withdrawal causes the value of the Fund(s) to fall below the Fund minimum.

We reserve the right to redeem your Contract if the minimum balance requirements are not met or if the value of your Contract falls below the Contract minimum balance after an unscheduled withdrawal.

The Valuation Date of the request for a withdrawal is described in Section 8.3, *Valuation Date of requests*. The number of Units redeemed from a Fund will be equal to the amount withdrawn from that Fund, divided by the value of a Unit in that Fund on the applicable Valuation Date.

A withdrawal may result in a loss or a gain since it creates a taxable disposition to the owner of the Contract. If the value of the Fund(s) on the date of any withdrawal is not sufficient to permit us to make the requested withdrawal, we will make the withdrawal in accordance with our current administrative rules.

If you request that we redeem all the Market Value of the Contract and the Market Value of the Contract becomes zero, the Contract will be terminated, and our contractual obligations will be discharged. See section 12.1, *Termination of this Contract*.

For switches from PSF option Funds, refer to Section 6.1, *Contract Fees and Charges, Professional Service Fee Sales Charge Option*, for more information.

The value of the Units of a Fund that are redeemed fluctuates with the market value of the underlying assets and is not guaranteed.

5.2 Scheduled Payments

Scheduled payments, commonly referred to as Scheduled Withdrawal Payments (SWPs), may be required under a RRIF, LIF, or other similar retirement income Contract, and may be taken from non-registered and TFSA Contracts. Scheduled payments are not available from RRSP, RLSP, and LIRA Contracts.

The payment amount you elect to receive will be allocated from the Fund(s) on a percentage basis, as requested by you. However, if you do not clearly specify the payment allocation, or if we are unable to comply with the payment allocation direction in effect on a payment date, we will determine the payment allocation according to our current administrative rules.

The scheduled payment frequencies available are monthly, quarterly, semi-annually, and annually. The scheduled payment option, payment allocation instructions, and the payment frequency you select will remain in effect until you file a written request with us to change it. Any changes will affect future payments only. There may be restrictions and charges applicable to any changes you request, according to our current administrative rules and fees.

A sales charge will apply if you request that we redeem Units with a Low-load sales charge option prior to the end of the specified period, after the date of the original Deposit allocated to purchase the Units being redeemed. Please refer to Low-load Sales Charge Table in Section 9.2 of the Information Folder, for more information. However, this charge will be waived for scheduled payments and unscheduled withdrawals that are received, up to the Charge-Free amount for a calendar year, as described in Section 5.6, *Low-load Sales Charge Option – Charge-free Withdrawals*.

We may use a Valuation Date prior to the payment date. We will direct the scheduled payment for deposit to your bank account we have on record for you. If the date specified is on a weekend or an ineligible day for making a bank deposit, we will direct the payment to your bank account for deposit on an eligible day prior to the day you have specified.

5.3 Scheduled Payment Options for RRIF, LIF, or Other Similar Retirement Income Contract

Scheduled payments are required to be made under a RRIF, LIF, or other similar retirement income Contract that may become available. In the absence of instructions to the contrary, you will be deemed to have elected the RRIF Minimum Amount.

As a result of legislative requirements pertaining to registered plans, there may be restrictions and/or limits on the amount of income that may be received and restrictions on withdrawal privileges.

The following scheduled payment options are available as detailed in Section 5 of the Information Folder:

- RRIF Minimum Amount
- Level – Client-specified amount
- Indexed – Client-specified amount indexed annually
LIF, LRIF, or RLIF Maximum
- Year-end payment

If the total of the scheduled payments and unscheduled withdrawals made during a calendar year, including any tax withheld, is less than the RRIF Minimum Amount, we will make a payment to you at the end of the year to meet the legislated minimum payment for that calendar year. The year-end payment will be allocated from the Fund(s) in accordance with the payment allocation instructions we have on file for you or, if we are unable to comply, we will determine the payment allocation according to our current administrative rules.

Tax withholding options

There are tax implications that will vary depending on the payment amount you specify. Under the *Income Tax Act* (Canada), we are required to withhold tax from payments that exceed the RRIF Minimum Amount. We will withhold tax according to the basis you select on the application, unless you file a written request with us to change it. The following scheduled payment tax withholding options are available:

Levelized minimum – If you elect to receive scheduled payments that will exceed the RRIF Minimum Amount in a calendar year, we will withhold tax at the government prescribed rate and apply it evenly to all scheduled payments for that year.

Client-specified – Scheduled payments may be taken from any non-registered Contract or TFSA Contract, subject to restrictions imposed on the Contract. The only scheduled payment option available, as explained in detail in Section 5.4 of the Information Folder, is Level – Client-specified.

5.4 Scheduled Payment Options for Non-Registered and TFSA Contracts

Scheduled payments may be taken from any non-registered Contract or TFSA Contract, subject to restrictions imposed on the Contract. The only scheduled payment option available, as explained in detail in Section 5.4 of the Information Folder, is Level – Client-specified amount.

5.5 Deferred Sales Charges

This option is no longer available for deposits but may be applicable to Fund switches and internal transfers from an existing Manulife Segregated Fund Contract.

If you hold units in the Low-load options you may continue to switch within the same sales charge option, but cannot increase the total amount in these sales options.

Existing investments in Low-load will remain and the existing sales charge schedule will apply to any withdrawals that exceed the Charge-free withdrawal limit.

The charge will be calculated as a percentage of the Deposit Value of the Units being redeemed.

Please refer to the Table shown in Section 9.2 of the Information Folder. For the purposes of sales charges, years will always be measured from the actual date of a Deposit to a Low-load Sales Charge option Fund. This means that sales charges will apply to the earliest Deposits first to Low-load Sales Charge option Funds.

5.6 Low-load Sales Charge Option - Charge-free Withdrawals

There are no sales charges for withdrawals from the Contract for a calendar year from Funds with a Low-load Sales Charge option, up to the Charge-free withdrawal amount. The Charge-free withdrawal amount in a given calendar year is:

- 10% of the Units allocated to the Low-load Sales Charge option Fund as of December 31 of the prior calendar year.

If you are the owner of a RRIF, LIF, or other similar retirement income Contract, including externally registered retirement income Contracts, the Charge-free withdrawal amount is calculated using 20% of Units, rather than 10%. When calculating the sales Charge-free withdrawal amount, only Units of a Fund that have outstanding sales charges will be included.

Any unused portion of the Charge-free withdrawal amount, as defined above, cannot be carried forward from one year to the next if you do not exercise this option. For purposes of redemption fees, the age of a Deposit will always be from the date of the original Deposit to the Fund(s), regardless of any Fund switches that have taken place thereafter.

5.7 Minimum Value of the Contract

If the Market Value of the Contract is less than the minimum balance according to our current administrative rules, we reserve the right to redeem all the Units to the Contract's credit. In this case, the Market Value of the Contract, less any sales charges, will be paid to you. Payment of this amount will discharge our obligations under this Contract. This right will not be affected by the fact that we may have waived this right at any time previously.

6. Fees and Charges (Segregated Funds)

6.1 Contract Fees and Charges

Sales charges

The amount of sales charges is determined by the sales charge option associated with the Fund(s) into which you allocate a Deposit. There are no sales charges applicable to a Deposit made as a result of a guarantee top-up or a Management Fee Reimbursement. Please refer to Section 3.3, *Sales Charges*, and Section 5.5, *Deferred Sales Charges*, for more information.

There is no duplication of sales charges when the assets of the Fund are invested in Units of an underlying fund.

Professional Service Fee Sales Charge option fee

Funds in a PSF Sales Charge option are available for clients who:
a. have invested with an eligible distributor that has signed an agreement with us; and b. have entered into an agreement to pay their distributor a service fee (PSF fee), plus applicable taxes.

You negotiate the PSF fee with your advisor; this fee will be applied to each PSF option Fund held within the Contract. It must not be more than 1.25% annually, plus applicable taxes. The PSF fee will continue to apply to each PSF option Fund until you and your advisor provide new written instructions. Any change to the PSF fee will be applied to all PSF option Funds in the Contract in accordance with our current administrative rules. However, we reserve the right to switch your PSF option Fund(s) to the same Fund(s) in the Front-end sales charge option in accordance with our current administrative rules if we are notified that you: (i) are no longer investing with an eligible distributor; (ii) are no longer eligible to invest in PSF option Funds; or (iii) do not have or no longer have a PSF agreement. This switch may result in a taxable disposition.

The PSF fee is paid from the Contract and is in addition to the MER of each PSF option Fund.

The daily accrued amount of the PSF fee is equal to the market value of the Units of each PSF option Funds held in your Contract multiplied by the PSF fee, plus applicable taxes.

We collect the PSF fee and applicable taxes on your distributor's behalf by redeeming Units from each PSF option Fund on a monthly basis.

We reserve the right to change the frequency for collecting the PSF fee on notice to you.

If there are insufficient Units of the PSF option Funds to satisfy the full amount of the PSF fee, you are responsible to pay the difference.

If a Fund switch or a withdrawal from a PSF option Fund causes the remaining value of the PSF option Fund to be less than the upcoming PSF fee, in our sole determination, the accrued PSF fee will be collected prior to the Fund switch or withdrawal being processed.

If you switch from PSF option Funds to No-Load Sales Charge option Funds, this may be treated as a withdrawal from one Fund and a deposit to another Fund. This may take place on multiple Valuation Dates, may affect guarantees, and may result in a taxable disposition.

The withdrawal of Units to pay the PSF fee does not proportionally reduce your maturity and death benefit guarantees.

Administrative fees and recovery of expenses

We reserve the right to charge administrative fees of:

- 2% of the Market Value of the Units if you make a withdrawal within 90 days of the Contract Date;
- 2% of the Market Value of the Units if you request a withdrawal or a Fund switch within 90 days of allocating a Deposit to the Fund; and
- 2% of the Market Value of the Units for Fund switches requested in excess of five per calendar year.

These fees will not apply to scheduled withdrawals or to regularly scheduled Fund switches. These fees apply to all sales charge options and are in addition to any sales charges that may apply.

The fees described in this Contract and the Information Folder are intended to cover the normal day-to-day activities and reporting associated with the Contract. However, we reserve the right to recover from you, by deducting Units of the Fund(s), any expenses or trading losses incurred by us due to errors on your part, including but not limited to, cheques returned for non-sufficient funds or incorrect or incomplete instructions. Any charges passed on to you will be commensurate with any expenses or losses incurred by us.

The rights outlined in this section will not be affected by the fact that we may have waived these rights at any time previously.

6.2 Fund Fees

Management fees

The management fees and other expenses are all charges related to the investment and administration of the Funds. Management fees will differ by Fund type. Management fees are stated as an annualized percentage of the daily Market Value of the Net Assets of a Fund and may vary from Fund to Fund.

At the end of each Valuation Date, we calculate and accrue our fee for the management of each Fund. It is equal to the Market Value of the assets in the Fund on the Valuation Date, multiplied by the management fee adjusted to a daily factor of the annualized percentage stated above.

We have the right to change the management fee applicable to a Fund or a Fund type by giving you sufficient advanced written notice in accordance with legislative requirements. In certain circumstances, you may have the ability to request that we withdraw Units of the Fund without any charges. Please see Section 9.4, *Fundamental Changes*, for more information. At our discretion, we may waive a management fee, in whole or in part, and this arrangement may discontinue at any time without notice. If we waive a management fee we may have an alternate fee arrangement as described in the Fund Facts.

Under current legislation, taxes may apply to management fees.

Management Fee Reimbursement (MFR)

You may be entitled to a reimbursement of part of the management fee if the market value in a single Contract or the total market value of all Contracts in a Household is greater than the minimum qualifying amount according to our current administrative rules.

The MFR will be calculated and accrued on a daily basis for each day the total market value of a Contract or a Household is greater than the minimum qualifying amount, according to our current administrative rules. On a minimum of a quarterly basis, the MFR will be automatically credited to your Contract as an allocation of additional Units in the relevant Funds. It will not be paid to you in cash.

We have the right to make changes to the MFR program, which includes but is not limited to, increasing or decreasing the MFR rates available and the market value amount to qualify for the MFR, and changing or eliminating the tiers or ceasing to offer them altogether.

Management Expense Ratio (MER)

The Management Expense Ratio (MER) includes all fees and expenses paid or payable by the Fund, including management fees and other recoverable operating expenses to which the Fund is subject. The MER includes the MER of any underlying fund and any fees or sales charges associated with that underlying fund. There is no duplication of fees or sales charges for the same service. The operating expenses of a Fund may include operating and administrative costs, legal fees, and audit fees. We pay the operating expenses of the Funds in exchange for a monthly payment by the Funds to us with respect to each class of the Funds, if applicable. The MER for a Fund is subject to change without prior notification unless the increase is due to an increase in the Management Fee as referred to in the previous paragraph.

Under current legislation, taxes may apply to the MER.

7. Terms of the Guarantees

For the purpose of this Contract, “guarantee” shall mean the amount we guarantee to return to you on specified dates in accordance with your Contract.

If you hold Fund(s), a Maturity Guarantee is payable on the Contract Maturity Date and a Death Benefit Guarantee is payable on the death of the last surviving Annuitant.

7.1 Maturity Guarantee

If you hold Fund(s), the Maturity Guarantee is 75% of the Deposit Value allocated to Funds on the Contract Maturity Date. It will increase by 75% of the Deposit Value of all subsequent Deposits to Funds and decrease proportionally for withdrawals.

For non-registered, TFSA, RRIF, LRIF, PRIF, RLIF, and some LIF Contracts, the Contract Maturity Date is December 31 of the year in which the Annuitant reaches age 100. However, prior to reaching your Contract Maturity Date, you will have the option to extend the Contract Maturity Date to allow for the continuation of contractual benefits. LIF contracts under certain pension jurisdictions have a Contract Maturity Date of December 31 of the year in which the Annuitant reaches age 80.

For RRSP, RLSP, LIRA, and Locked-in RSP Contracts, the Contract Maturity Date will be the latest maturity date specified under the *Income Tax Act* (Canada). However, unless we have been notified of another Contract maturity settlement option prior to the RRSP, RLSP, LIRA, or Locked-in RSP Contract Maturity Date, the Contract will be amended to become a RRIF, LIF, LRIF, PRIF, RLIF, or other similar retirement income Contract on this date, subject to applicable legislative requirements.

Please refer to Section 11.2.1, *Automatic RRSP to RRIF, LIF, or Other Similar Retirement Income Contract Provisions*, for more information. The Contract Maturity Date used for calculating the Maturity Guarantee for RRSP's that have converted to a RRIF at age 71, (or latest age to own under the *Income Tax Act* (Canada)), is December 31 of the year in which the Annuitant turns age 100, subject to pension legislation.

Prior to reaching your Contract Maturity Date, you may have the option to extend the Contract Maturity Date, subject to legislative restrictions and our current administrative rules.

On the Contract Maturity Date, the Maturity Guarantee payable for the Contract is the sum of the greater of the Market Value of the Contract and the Maturity Guarantee calculated for the Contract.

7.2 Death Benefit Date

If there is no surviving successor Annuitant named under the Contract at the time of the last surviving Annuitant's death, and if we receive sufficient written notice of death at our Head Office while this Contract is in force, the death benefit will be payable under this Contract.

On the Death Benefit Date, the Contract is frozen and no additional transactions are permitted, unless the transaction was initiated prior to the Death Benefit Date and meets Contract and administrative requirements. On the Death Benefit Date, we will redeem all Units to the Contract's credit in all of the existing Funds, other than the money market Fund, if you have requested Deposits allocated to that Fund. The corresponding value will be transferred to a money market Fund. Any accrued PSF fees related to PSF option Funds will be collected at the time of this transfer.

No Low-load Sales Charges apply to a death benefit.

Please refer to Section 9.2, *Valuation Date*, for more information. Notification requirements are detailed in our current administrative rules.

7.3 Death Benefit Guarantee

If you hold Fund(s), the Death Benefit Guarantee for the Contract is determined at time of deposit to be 75% of the Deposit Value allocated to Funds in the Contract. It will increase by 75% of the Deposit Value of all subsequent Deposits to Funds and decrease proportionally for withdrawals.

The Death Benefit Guarantee will be adjusted for any transactions made after the Death Benefit Date. Any returned scheduled payments made after the death of the last surviving Annuitant will be used to purchase Units of a money market Fund.

On the Death Benefit Date, the Death Benefit Guarantee payable for the Contract is the sum of the greater of the Market Value of Funds held in the Contract and the Death Benefit Guarantee, calculated for the Contract.

7.4 The Death Benefit

Upon our receipt of all required documentation of the last surviving Annuitant's death and of the claimant's right to the proceeds, the death benefit will be payable to the Beneficiary. No Low-load Sales Charges apply to the death benefit. In some situations, upon your death or the death of an Annuitant, the Contract may continue. If the Contract continues, no death benefit is payable and no guarantee top-up applies. Please see Section 7.5, *Contract Continuation at Death*, for more information.

On the Death Benefit Date, the death benefit payable for the Contract is the sum of the greater of the Market Value of the Contract and the total Death Benefit Guarantee. If necessary, we will increase the Market Value to equal the Death Benefit Guarantee for the Contract by depositing the difference to a money market Fund. We refer to this increase as a "top-up".

Subject to legislation or other restrictions imposed on the Contract, the death benefit may be taken in cash or may be applied under one of the optional methods of settlement we are then offering for that purpose. Payment of the Death Benefit Guarantee will discharge our obligations under this Contract for investment in Funds.

7.5 Contract Continuation at Death

If the Contract continues, no death benefit is payable and therefore no guarantee top-up would apply.

Certain provisions of the Contract are based on the age of the Annuitant. If the Annuitant under the Contract changes, some of the Contract provisions, such as the Contract Maturity Date, may also change.

I. Successor Owner. You may appoint a successor owner or owners under the Contract for non-registered Contracts only. In the province of Quebec, a successor owner is known as a subrogated policyholder. Then, in the event of your death, ownership of the rights under the Contract is transferred to your successor owner. However, if you are also the Annuitant of the Contract, the Contract will end and the death benefit will be paid to the person entitled unless you named a successor Annuitant.

II. Successor Annuitant. You may appoint a successor Annuitant under the Contract. Then, in the event of the primary Annuitant's death, the successor Annuitant will automatically become the primary Annuitant of the Contract, except for RRSP, LIRA and RLSP. For RRSP, LIRA and RLSP; your spouse will have the option to receive the death benefit for the Contract, or continue the contractual benefits in a new RRSP (or RRIF) Contract in their name. The appointment of a successor Annuitant must be made prior to the death of the primary Annuitant. You may remove a previously appointed successor Annuitant at any time, subject to any legal restrictions. There will be no change to the allocation of the Fund(s) as a result of the death of the Annuitant with a successor Annuitant appointed provided you remain eligible for the applicable Sales Charge Option.

7.6 Guarantees and Withdrawals

The Maturity and Death Benefit Guarantees applicable to the Funds from which a withdrawal is made will decrease proportionally.

A proportional reduction to the Maturity and Death Benefit Guarantees will be calculated using the formula $G \times W/MV$, where:

G = the guarantee applicable to the Contract prior to withdrawal

W = the Market Value of the Units being withdrawn from the Contract

MV = the total Market Value of the Units applicable to the Contract prior to withdrawal.

8. Values for the Funds

8.1 Market Value of the Funds

The Market Value of the Contract on any date will be the total of:

1. the value of the Units of all the Funds in the Contract at the close of business on the previous Valuation Date, plus
2. any Deposit we have received, less any deductions, which has not yet purchased Units of a Fund. The value of a Unit allocated to any Fund on any date will be equal to the value of a Unit in that Fund on the applicable Valuation Date. Please refer to Section 9.2, *Valuation Date*, for more information.

8.2 Units Allocated to a Fund

Each time Units are allocated to a Fund under this Contract, the number of Units to this Contract's credit in that Fund will be increased by the number of Units then purchased in that Fund under this Contract.

Each time Units in a Fund are redeemed under this Contract, the number of Units to this Contract's credit in that Fund will be reduced by the number of Units then redeemed in that Fund under this Contract.

At any time, the value of the Units to the Contract's credit in any Fund will be equal to:

1. the number of Units then to the Contract's credit in that Fund, multiplied by
2. the value of a Unit in that Fund on the applicable Valuation Date.

8.3 Valuation Date of Requests

You may request that we purchase, redeem, transfer, or switch Units pursuant to the terms of this Contract, by providing us with the complete information we require. Valuation Dates are considered to end at the Valuation Date cut-off time, as determined by us. Any instructions or transactions received by our Head Office after the Valuation Date cut-off time will be considered to be received as of the next Valuation Date.

We reserve the right to change the Valuation Date cut-off time (earlier or later) to accept instructions or transactions. For example, we may require an earlier Valuation Date cut-off time for instructions or transactions received through different distribution or communication channels. We may require an earlier Valuation Date cut-off time in situations where the Toronto Stock Exchange or Manulife has closed earlier. Please contact your financial representative for the Valuation Date cut-off time that may apply to your specific transaction.

There may be situations during which the valuation of one or more Fund(s) may be postponed due to national emergencies, security exchange restrictions, or where it is not reasonably practical to provide values for the Fund(s). For more information, please refer to your Information Folder.

To ensure you receive scheduled payments on time, the Valuation Date for scheduled withdrawals will be several days in advance of the payment date.

9. Operation of the Segregated Funds

9.1 Fund

In this Contract, "Manager" refers to the person(s) who determines the Market Value of the Units of any underlying fund that are held.

9.2 Valuation Date

On a Valuation Date, we value each of the Funds to determine the Market Value of the assets and, therefore, the value of a Unit in each Fund. We will value the Funds on every Valuation Date. However, we may postpone valuation of the Funds:

1. for any period during which one or more of the nationally recognized stock exchanges are closed for other than a customary weekend or holiday closing,
2. for a period during which trading on securities exchanges is restricted,
3. when there is an emergency during which it is not reasonably practical for us to dispose of investments owned by the Funds, or to acquire investments on behalf of the Funds, or to determine the total Value of the Funds, or
4. when the Manager of any underlying fund does not provide us with the Unit Value on a Valuation Date. The Funds will be valued at least monthly irrespective of any postponement.

9.3 Net Asset Value of a Unit

The value of a Unit in any Fund on any Valuation Date is calculated by determining the market value of all of its assets and subtracting all of its liabilities. The resulting amount is called the net asset value of the Fund. This amount is divided by the number of Units outstanding in order to calculate the net asset value of a Unit ("Unit Value").

All guarantees provided under this Contract are calculated taking into account the value of a Unit on the applicable Valuation Date for purposes of that benefit. Please refer to Section 7, *Terms of the Guarantees*, for more information.

9.4 Fundamental Changes

We will notify you in writing at least 60 days before making any of the following fundamental changes:

- an increase in the management fee of a Fund,
- a change in the fundamental investment objectives of a Fund,
- a decrease in the frequency with which Units of a Fund are valued, or
- an increase in the management fee of an underlying fund, which results in an increase in the management fee of a Fund.

In the event of a fundamental change to the Contract and/or a Fund, you will be given the opportunity in certain circumstances to Fund switch or withdraw Units of the Fund(s) without incurring charges. A fundamental change may occur in the event of the Fund(s) being closed and will occur in the event that two or more Funds are merged. Fund mergers and closures will be subject to similar notice provisions and rights. We will provide you with the withdrawal options and/or opportunities to Fund switch to a Similar Fund at least 60 days prior to the effective date of the fundamental change. If we do not offer a Similar Fund, you may request in writing to withdraw Units of the Fund without incurring charges. For the purposes of being considered a Similar Fund, a fund must have a comparable fundamental investment objective, be in the same fund investment category, and have the same or lower management fee as the original Fund.

We reserve the right to make fundamental changes from time to time, subject to compliance with the provisions noted above. We also reserve the right to change underlying funds. If such a change is a fundamental change, you will have the rights described in the section above. Changing an underlying fund to another substantially similar underlying fund will not constitute a fundamental change provided immediately following the change the total management fee of the Fund is the same as, or lower than, its total management immediately before the change.

A substantially similar underlying fund is one that has a comparable fundamental investment objective, is in the same fund investment category and has the same or lower management fee, if applicable, as the original underlying fund. We will (a) notify you, our regulators, and the CLHIA at least 60 days in advance of the change (unless such notice is not practical in the circumstances, in which event we will provide notice as soon as possible as reasonably practical), and (b) amend or re-file the Fund Facts sheet to reflect the change. The foregoing may be superseded by any regulatory developments governing changes to segregated funds.

10. Rescission

10.1 Right of Rescission

You may rescind the purchase of this Contract, and any allocation of your initial Deposit, by sending written notice to us within two business days of the earlier of the date you receive the confirmation of your first Deposit or five days after it is mailed. You will be refunded the lesser of the amount of your Deposit and the Market Value of your Deposit on the date we receive your request to rescind. We will refund any fees or charges applicable to the Deposit. The effective date for your request and the applicable Valuation Date are described in Section 8.3, *Valuation Date of Requests*.

You may rescind a subsequent Deposit or Fund switch or transfer between investment options by sending written notice to us within two business days of the earlier of the date you receive the confirmation of your transaction or five days after it is mailed. Your right of rescission will only apply in respect to the subsequent transaction and will not rescind the purchase of the Contract or any other transaction. For subsequent Deposits, you will be refunded the lesser of the amount of your Deposit and the Market Value of your Deposit on the date we receive your request to rescind. We will refund any fees or

charges applicable to the Deposit. For a Fund switch, or a transfer between investment options we will return the amount switched or transferred to the original Fund or investment option. The amount returned will be the lesser of the Market Value of the amount switched or transferred on the Valuation Date or the current Market Value. We will refund any fees or charges applicable to the transaction. The effective date for your request and the applicable Valuation Date are described in Section 8.3, *Valuation Date of requests*

11. Specific Provisions for Guaranteed Interest Accounts (GIA) and the Daily Interest Account (DIA)

11.1 Overview

This section applies to investments in Guaranteed Interest Accounts (GIAs) and/or the Daily Interest Account (DIA). All other sections of this Contract also apply to these investment options, generally or as indicated in the relevant provisions, except for *Sections 6-9*, which relate primarily to investment in Funds. However, in *Sections 6-9*, the following provisions apply to investments in GIA(s) and/or the DIA:

6.2, *Administrative fees and recovery of expenses* (recovery of expenses incurred by us due to errors on your part only)

7.2, *Death Benefit Date* (see in addition Section 11.7 below)

7.4, *The Death Benefit* (see in addition Section 11.7 below)

7.5, *Contract Continuation at Death*

8.3, *Valuation Date of Requests*

In the event of any inconsistency between the provisions in *Section 11* and other provisions in this Contract, the provisions in *Section 11* apply.

11.2 Deposits

You may invest in any of the investment options that are available at the time of your Deposit which include GIAs and the DIA in accordance with the terms of this section, Section 3, *Deposits*, as applicable, and our administrative rules in effect at the time you make the Deposit. The minimum Deposit amount for a GIA is \$1000 into the compound interest option and \$5000 into the monthly simple interest option, provided the contract minimum is met. We reserve the right to change these minimums according to our current administrative rules. PAC Deposits are not available for a GIA.

You may have investments in various terms and interest options within this Contract. Each Deposit is assigned an investment term which cannot exceed the Contract Maturity Date and a corresponding interest rate. If a selected investment term extends beyond the Contract Maturity Date, we will assign the longest appropriate investment term from those available.

Interest is accumulated for a GIA under one of two interest options:

- a. Compound Interest Option: interest is compounded daily at the assigned interest rate until the maturity date of the specified term.
- b. Monthly Simple Interest Option: interest is calculated daily on a simple interest basis and credited to the DIA monthly. If you hold a Non-registered or TFSA Contract, you may elect to receive interest payments in cash. Please refer to Section 11.3.1, *Monthly Simple Interest Option for Non-registered and TFSA Contracts*, for more information.

11.3 Withdrawals

You may request a withdrawal at any time from a GIA and/or the DIA, while this Contract remains in force, by requesting in writing that we redeem some or all of the Market Value of a GIA and/or the DIA in accordance with the terms of this section, section 5, Withdrawals, as applicable, deposit minimums in Section 11.2, *Deposits*, and our administrative rules in effect at the time you surrender.

You may request to withdraw monies from a GIA without charge on the maturity date of the GIA. Withdrawals from a GIA prior to the maturity date of its term will be subject to Surrender Charges except for withdrawals (including scheduled payments) from a RRIF, LIF, or other similar retirement income Contract up to the Charge-free amount for a calendar year. Refer to Section 11.5, *Surrender Charges*, for more information. Withdrawal from the DIA is available at any time without charge.

The minimum withdrawal amount for each GIA and the DIA is \$500. We reserve the right to change these minimums according to our current administrative rules. If the value of a GIA and/or the DIA on the date of any withdrawal is not sufficient to permit us to make the requested withdrawal, we will make the withdrawal in accordance with our current administrative rules.

The withdrawal amount you elect to receive will be allocated from the investment options and/or Fund(s) on a percentage basis, as requested by you. If you do not clearly specify the withdrawal allocation, or if we are unable to comply with the withdrawal allocation direction in effect on a payment date, we will determine the withdrawal allocation according to our current administrative rules.

11.3.1 Monthly Simple Interest Option for Non-registered and TFSA Contracts

For the Monthly Simple Interest Option, if you elect to receive interest payments in cash from a GIA(s), it will be paid to you by direct deposit to your bank account on record, on the monthly anniversary date (based on initial deposit date) for each individual term. If there are multiple terms of identical length, then the interest payments will be made from all like terms. Interest

payments will continue from a term until it is depleted or other instructions are provided by you. At maturity, if new reinvestment instructions are received your Interest payments will stop, and new payment instructions will need to be provided, if applicable. Surrender Charges do not apply to interest payments.

11.3.2 Scheduled Payments

Scheduled payments, commonly referred to as Scheduled Withdrawal Payments (SWPs), may be required under a RRIF, LIF, or other similar retirement income Contract, and may be taken from non-registered and TFSA Contracts (from the DIA only). Scheduled payments are not available from RRSP, RLSP and LIRA Contracts.

The payment amount you elect to receive will be allocated from the eligible investment options, as requested by you. However, if you do not clearly specify the payment allocation, or if we are unable to comply with the payment allocation direction in effect on a payment date, we will determine the payment allocation according to our current administrative rules.

The scheduled payment frequencies available are monthly, quarterly, semi-annually, and annually. The scheduled payment option, payment allocation instructions, and the payment frequency you select will remain in effect until you file a written request with us to change it. Any changes will affect future payments only. There may be restrictions and charges applicable to any changes you request, according to our current administrative rules and fees.

We may use a Valuation Date prior to the payment date.

We will direct the scheduled payment for deposit to your bank account we have on record for you. If the date specified is on a weekend or an ineligible day for making a bank deposit, we will direct the payment to your bank account for deposit on an eligible day prior to the day you have specified.

For non-registered and TFSA Contracts, scheduled payments are only available from the DIA. You may set up a SWP with a minimum of \$100 monthly. If the balance in the DIA at the time of a SWP is less than your selected payment amount, you will not receive a payment on that payment date. Future automatic payments will not be affected and the payments will continue on the next scheduled payment date if the balance of the DIA at that time is sufficient to meet the payment amount.

For RRIF, LIF, or other similar retirement Income Contract, the scheduled payment options that are available and the applicable provisions are detailed in this section, Section 5.3, *Scheduled Payment Options for RRIF, LIF, or Other Similar Retirement Income Contract*, and subject to our current administrative rules. There are no Surrender Charges for withdrawals including SWPs from RRIF, LIF, or other similar retirement income Contract up to the Charge-free amount for a calendar year as described in section 11.5, *Surrender Charges*.

11.4 Transfers Between GIA(s) and the DIA

You may request in writing a transfer of some or all of the Market Value of the DIA to deposit to a GIA while this Contract remains in force by requesting in writing that we redeem some or all of the Market Value, as applicable, of the DIA, subject to our administrative rules in place at the time of your request. This transfer will be treated as a withdrawal from the DIA and a Deposit to a GIA. Refer to Sections 11.2, *Deposits*, and 11.3, *Withdrawals*, for more information.

Transfers are not available between GIAs and you cannot transfer from a GIA to the DIA prior to the maturity of a term. Refer to Section 11.6, *Gia Maturity and Reinvestment*, for more information on reinvestment at maturity of a GIA term.

11.5 Surrender Charges

If you request a withdrawal, scheduled payment (SWP), and/or transfer to a Fund from a GIA prior to the maturity date of its term, Surrender Charges will be deducted from the amount withdrawn and/or transferred. Surrender Charges are made up of a Market Value Adjustment (MVA) and an Expense Recovery (ER).

The MVA is an interest adjustment charge depending upon the current interest rate environment at the time of withdrawal or transfer. It can be either positive or negative but a negative MVA will be deemed to be 0.

An Expense Recovery charge represents a recovery of fees (e.g. commissions) and contract charges (e.g. administrative costs) associated with a GIA that have not yet been fully expensed.

Surrender Charges will be calculated using the formula, **MVA (or 0, if a negative MVA) + ER**, where:

$$\text{MVA} = A \times T \times (C - G)ER = A \times T \times 1\%$$

A = Amount withdrawn

T = Time remaining to maturity (in complete months, divided by 12)

G = Interest rate on the GIA being withdrawn from

C = Current posted base interest rate for a GIA of a like term (identical length and interest option) as the GIA being withdrawn from

There are no Surrender Charges for withdrawals and scheduled payments from the Contract for a calendar year from GIA(s) up to the Charge-free Amount for RRIF, LIF, or other similar retirement income Contracts (including externally registered retirement income contracts). The Charge-free Amount for GIA(s) in a given calendar year for these Contracts is:

- 20% of the Market Value of GIA(s) as of December 31 of the prior calendar year, plus,
- 20% of deposits into GIAs (less any prior withdrawals) in the current year.

Any unused portion of the Charge-free Amount as defined above cannot be carried forward from one year to the next if you do not exercise this option.

At Maturity, there will be no impact to your GIA Charge-free Amount if you reinvest in another GIA. If your reinvestment is into a Fund or the DIA, the reinvestment will decrease the GIA Charge-free Amount by the withdrawal up to the full GIA Charge-Free Amount.

Withdrawal of monies from the DIA is available at any time without charge.

11.6 GIA maturity and Reinvestment

The maturity date of a GIA may be on any calendar day and may not be later than the Contract Maturity Date. In the event of a reinvestment of a GIA, the reinvestment term may not exceed the Contract Maturity Date.

On the maturity date of a GIA term, the Market Value of the GIA will be automatically applied as a Deposit to a GIA of a like term (identical length and interest option) if available, unless you have provided alternate instructions in writing prior to the maturity date. If the like term is not available for reinvestment, the Market Value of the GIA will automatically be Deposited subject to our current administrative rules. The rate applicable to the new GIA term will be the rate in effect on the reinvestment date, unless otherwise agreed upon prior to the reinvestment date.

If you have instructed us to reinvest into a Fund and the maturity date of a GIA term falls on a non-Valuation Date for the Fund, the reinvestment will be processed on the next Valuation Date for the Fund and will remain in the GIA, without earning interest, until reinvestment is completed.

Maturity of a GIA is treated as a withdrawal from that GIA and the reinvestment is a Deposit into another GIA, DIA or Fund as applicable.

11.7 The Death Benefit

On the Death Benefit Date, we will transfer the Market Value of all GIAs to the DIA. Interest will be earned in the DIA until the date the death benefit is paid to the beneficiary. The investments will be adjusted for any Deposits received or payments made after the date of death. No Surrender Charges apply to a death benefit.

Subject to legislation or other restrictions imposed on the Contract, the death benefit may be taken in cash or may be applied under one of the optional methods of settlement we are then offering for that purpose.

Payment of the death benefit will discharge our obligations under this Contract for investments in GIAs and/or the DIA.

12. Termination

12.1 Cancellation of this Contract

You may effect the cancellation of this Contract at any time by requesting in writing that we withdraw the Market Value of the Contract.

Cancellation of this Contract is subject to our current administrative rules and fees.

If this Contract is cancelled within 90 days after the first Deposit to a Segregated Fund, it may be subject to an administrative fee of 2% of the Market Value of the Segregated Funds in addition to any Back-end or Low-load sales charges or Surrender Charges that may apply.

The effective date of your request for cancellation and the applicable Valuation Date are described in Section 8.3, *Valuation Date of Requests*.

Settlement options

When you request cancellation of this Contract, you must elect one of the following Settlement Options:

- a. you may choose to apply the Market Value of the Contract, less any sales charges, towards the purchase of an annuity, in accordance with applicable legislation, or
- b. you may elect to receive the Market Value of the Contract, less any sales charges and applicable taxes, in cash (subject to applicable legislation), or
- c. you may elect another method of settlement which we are then offering.

We reserve the right to close any or all of the Funds available to receive Deposits in the Contract upon advance written notice. In the event that we require all the Funds within the current Contract to be closed completely, we will provide you with the withdrawal options at least 60 days in advance of the Contract closing date. If you do not elect one of the options that are available to you by the Contract closing date, we reserve the right to transfer the Market Value of the Contract to a new or existing Segregated Fund product on the Contract closing date. In this event, all values and guarantees in effect on the Contract closing date will continue in any new Contract. The accrued benefits and guarantees will not be impacted by the change.

Upon cancellation of this Contract, all of the investments will be redeemed. The number of Units to the Contract's credit will be reduced to zero and this Contract will terminate immediately. Payments made under this section will discharge our obligations under the Contract.

If the Contract is in force on the Contract Maturity Date and we have not been notified of your Settlement Option selection, and Section 12.2.1, *Automatic RRSP to RRIF, LIF, or Other Similar Retirement Income Contract Provisions*, does not apply to you, then Section 12.3, *Default Annuity*, will apply.

12.2 RRSP to RRIF, LIF, or Other Similar Retirement Income Contract Provisions

If the Contract is registered, you have the right to request that it be amended to become a RRIF, LIF, or other similar retirement income Contract as set out in this section, subject to applicable legislation and minimum balance requirements.

To exercise this privilege, you must send us a written request and any administrative forms we require at our Head Office.

For the purposes of this section, "RRIF" refers to a Registered Retirement Income Fund (or LIF or other similar retirement income Contract, as applicable).

The value of a Unit in any Fund on the Valuation Date of the request will be equal to the value of a Unit in that Fund on the applicable Valuation Date. The value of the Units in each Fund under the RRIF Contract immediately after the effective date of the amendment request will be equal to the value of the Units in the same Fund under this Contract, immediately prior to the effective date of the amendment request.

On the Valuation Date of the amendment request:

- i. the RRSP provisions of the Contract will terminate, and the RRIF provisions will be effective, and
- ii. all other terms of the Contract will continue in effect, including, without limitation, the Maturity Guarantee(s), and Death Benefit Guarantee(s).

The RRIF amendment process will be subject to our current administrative rules. The Valuation Date of the transfer request will normally be the date on which we receive your written request at our Head Office. Please refer to Section 8.3, *Valuation Date of Requests*, for more information. However, if you specify a date that is later than the date on which we receive your request, the Valuation Date will be the date you specify in your request. If the date you specify is not a Valuation Date, the applicable Valuation Date will be the one immediately after the date you specify. Please refer to Section 8.3, *Valuation Date of Requests*, and Section 9.2, *Valuation Date*, for more details.

You will not be permitted to exercise this RRIF amendment privilege at any time during which it is not allowed under the terms of the *Income Tax Act* (Canada), or any other applicable legislation.

If your death occurs on or before the Valuation Date of the amendment request, and we receive written notice of death at our Head Office after that date, the death benefit date will be deemed to be the Valuation Date of the amendment request, rather than the date we receive written notice of your death at our Head Office. Please refer to Section 7.4, *The Death Benefit*, for more information.

12.2.1 Automatic RRSP to RRIF, LIF, or Other Similar Retirement Income Contract Provisions

If an RRSP, RLSP, LIRA, or Locked-in RSP Contract is in force on the Contract Maturity Date, we will automatically amend the Contract to be a RRIF, LIF, or other similar retirement income Contract, subject to applicable legislation. For the purposes of this section, "RRIF" refers to a Registered Retirement Income Fund (or LIF or other similar retirement income Contract, as applicable). "RRIF Minimum Amount" refers to the minimum amount as defined in paragraph 146.3(1) of the *Income Tax Act* (Canada).

The automatic amendment date is the Contract Maturity Date. Section 12.2, *RRSP to RRIF, LIF, or Other Similar Retirement Income Contract Provisions*, will apply on the automatic amendment date.

The applicable Valuation Date will be the Valuation Date coinciding with the automatic amendment date. Please refer to Section 9.2, *Valuation Date*, for more information.

The value of a Unit in any Fund on the automatic amendment date will be equal to the value of a Unit in that Fund on the applicable Valuation Date.

The value of a Unit in any Segregated Fund is not guaranteed, but fluctuates with the investment performance of the assets of the Segregated Fund(s).

You may elect any options available under the RRIF Contract by filing any administrative forms we require at our Head Office. In the absence of any election to the contrary, the following provisions will apply automatically:

- a. On January 1 of each year following the automatic amendment date, we will calculate the RRIF Minimum Amount applicable to that year.
- b. In December of each calendar year, we will pay you an income amount equal to the RRIF Minimum Amount applicable to that year.
- c. We will surrender Units credited to the Contract in one or more of our Funds in accordance with the provisions of the RRIF Contract, in order to pay each income amount in.
- d. We will determine the Fund(s) to effect the RRIF Minimum Amount in accordance with our current administrative rules.

The Beneficiary designation in effect under this Contract on the automatic amendment date will continue to be in effect.

12.3 Default Annuity

Non-registered Contract provision: If your non-registered Contract is in force on December 31 of the year in which the Annuitant reaches age 100, has a Market Value available, you have not previously elected one of the Settlement Options described in Section 12.1, *Cancellation of this Contract*, and you have not elected to extend the contract maturity past this date, the Contract will be amended to provide a single life annuity with payments guaranteed for 10 years with you as the owner, subject to our current administrative rules and any applicable legislation. Detailed provisions of the annuity payout Contract will be provided to you at that time.

RRSP, RLSP, or LIRA Contract provision: If your RRSP, RLSP, LIRA, or Locked-in RSP Contract is in force and you have attained the latest age in which you may hold the Contract as specified under the *Income Tax Act* (Canada), and you have not previously elected one of the Settlement Options described in Section 12.1, *Cancellation of this Contract*, or Section 12.2, *RRSP to RRIF, LIF, or Other Similar Retirement Income Contract Provisions*, then Section 12.2.1, *Automatic RRSP to RRIF, LIF, or Other Similar Retirement Income Contract Provisions* will apply.

If you have notified us in writing that Section 12.2.1, *Automatic RRIF, LIF, or Other Similar Retirement Income Contract Provisions*, should not be applied to your registered Contract, then the Contract will provide a single life annuity with payments guaranteed for 10 years with you as owner, subject to our current administrative rules and applicable legislation. Detailed provisions of the annuity payout Contract will be provided to you at that time.

RRIF, LIF, LRIF, PRIF, or RLIF Contract provision: If your RRIF, LIF, or similar retirement income Contract is in force and you have attained the latest age in which you may hold the Contract, you have not previously elected one of the Settlement Options described in Section 12.1, *Cancellation of this Contract*, and you have not elected to extend the contract maturity past this date, then the Contract will provide a single life annuity with you as owner, subject to our current administrative rules and applicable legislation. Detailed provisions of the annuity payout Contract will be provided to you at that time.

Except for the obligations related to the annuity payments, the establishment of an annuity will discharge our obligations under this Contract.

TFSA Contract provision: If your TFSA Contract is in force on December 31 of the year in which the Annuitant reaches age 100, has a Market Value available, you have not previously elected one of the Settlement Options described in Section 12.1, *Cancellation of this Contract*, and you have not elected to extend the contract maturity past this date, the Contract will be amended to provide a term certain annuity with payments guaranteed for 10 years with you as the owner, subject to our current administrative rules and any applicable legislation. Detailed provisions of the annuity payout Contract will be provided to you at that time.

Terms of the default annuity

The Default Annuity will be subject to the following provisions and will also be subject to Subsection 4 of Section 13, *Additional Retirement Savings Plan Provisions*, for registered Contracts:

- The annuity will be a single life or term certain annuity based on the Annuitant's life.
- The annuity will provide annual income payments. The payments will be guaranteed for the Annuitant's life or for 10 years, except in the case of registered Contracts.
- The income payments will be equal, except in the case of registered Contracts.

13. Additional Retirement Savings Plan provisions

- The date of the first income payment will be such that a full year's worth of income payments is scheduled to be made in the calendar year following the year in which the Default Annuity provision applies. And,
- If the Annuitant dies after income payments commence and there is no named successor Annuitant, the commuted value of any remaining income payments will be paid in one sum. This payment will be made to your named Beneficiary, if there is one, otherwise to your estate.

* For Contracts issued in Quebec, the following annuity table specifies what the annuity payment will be per \$10,000 of Contract value:

Age (last attained)	Annual rate per contract value* (\$)
50	\$153.85
55	\$166.67
60	\$181.82
65	\$200.00
70	\$222.22
75	\$250.00
80	\$285.71
85	\$333.33
90	\$400.00
95	\$500.00
100	\$666.67

*This table reflects the minimum amount of the annuity. If annuity rates are higher at the time of annuitization, the annual rates will be higher.

The following provisions apply to the Contract if you requested the Contract be registered as a Registered Retirement Savings Plan (RRSP) under the *Income Tax Act* (Canada) ("The Act"):

1. In these provisions, "you", "your", and "owner" refer to the person who has Policyowner's or policyholder's rights under the Contract; the Annuitant is as defined under the "The Act". As used in these provisions, "spouse" or "common-law partner" does not include any person who is not recognized as a spouse or common-law partner for the purposes of any provision of The Act respecting Retirement Savings Plans.
 - a. The Contract will be registered as an RRSP under The Act and any applicable provincial income tax legislation.
 - b. No "advantage" as defined under Subsection 207.01(1) of The Act that is conditional in any way on the existence of the Contract may be extended to you or to a person with whom you are not dealing at arm's length.
 - c. No Deposits will be accepted under the Contract after income payments commence. The Contract cannot be assigned either absolutely or as collateral security.
 - d. No payments will be made prior to the Contract maturity except a refund of premiums in a lump sum or a payment to you.
 - e. If you request a withdrawal under the Contract, you may elect to take the Market Value of the Contract, after any Surrender Charges specified in the Contract, under one of the following options:
 - i. transfer it to another Registered Retirement Savings Plan,
 - ii. transfer it to a Registered Retirement Income Fund,
 - iii. use it to purchase an annuity as described in Section 4 below,
 - iv. take it in cash, less any tax we are required to withhold, or
 - v. transfer it to a registered pension plan, where permitted.
2. If you die before income payments commence, the proceeds will be paid in one sum, unless a "refund of premiums" as defined in Subsection 146(1) of The Act has been requested.
3. Upon request, we will pay an amount to the taxpayer before the date of the first income payment for the purpose of reducing the amount of income tax otherwise payable by the taxpayer under Part X.1 of The Act.

4. Under the terms of The Act, any annuity purchased under Section 1(e)(iii) herein must satisfy the following requirements:
 - a. The annuity elected must be a single life annuity on your life, a joint and survivor life annuity on the lives of you and your spouse or common-law partner, or a term certain annuity on your life.
 - i. If a single life annuity or a joint life annuity is elected, the period of the guarantee must not exceed a period of years equal to 90 minus your age in whole years, or your spouse's or common-law partner's age in whole years, if younger.
 - ii. If a term certain annuity is elected, the term of the annuity must be equal to one of the periods of years specified in the preceding paragraph.
 - b. The annuity must provide annual or more frequent income payments.
 - c. The income payments must be equal, except that the amount of each income payment may be increased or reduced in accordance with Paragraph 146(3)(b) of The Act. Income payments are not permitted to be increased as a consequence of your death.
 - d. The date of the first income payment must be such that a full year's worth of income payments are scheduled to be made in the calendar year following the year in which the Retirement Savings Plan matures in accordance with The Act.
 - e. If you die after income payments commence, and the Beneficiary is not your spouse or common-law partner, the commuted value of any remaining income payments will be paid in one sum. This payment will be made to your named Beneficiary, if there is one, otherwise to your estate.
 - f. The income payments may not be assigned in whole or in part.
 - g. During your lifetime, all income payments must be made to you.
5. The provisions of the Retirement Savings Plan will take precedence over any other provisions contained elsewhere in this Contract, in case of conflict or inconsistency. Future amendments to The Act or subsequent legislation may override these provisions.
6. We reserve the right to resign as the issuer of the registered plan and appoint a successor issuer.

13.1 Additional Retirement Income Fund provisions

The following provisions apply to the Contract if you have been issued a RIF, LIF, LRIF, PRIF, RLIF, or other similar retirement income Contract.

1. In these provisions, "you", "your", and "owner" refer to the person who has Policyowner's or policyholder's rights under the Contract, the Annuitant as defined under the *Income Tax Act* (Canada) ("The Act"). As used in these provisions, "spouse" or "common-law partner" does not include any person who is not recognized as a spouse or common-law partner for the purposes of any provision of The Act respecting Retirement Income Funds.
2. The Contract will be registered as a Registered Retirement Income Fund (RRIF) under The Act and any applicable provincial income tax legislation.
3. We will not accept money under this Contract other than money transferred from:
 - a. Registered Retirement Savings Plan (RRSP) under which you are the owner,
 - b. a Registered Pension Plan (RPP) under which you are a member or former member,(c)
 - c. another Registered Retirement Income Fund (RRIF) under which you are the owner,
 - d. the owner, to the extent that the amount qualifies as an amount described in Sub-paragraph 60(l)(v) of The Act,
 - e. an RPP of your spouse, common-law partner or former spouse in accordance with Subsection 147.3(5) or (7) of The Act,
 - f. an RRSP or RRIF of your spouse, common-law partner, or former spouse as a result of marriage breakdown or upon death,
 - g. a specified pension plan under which Subsection 146(21) of The Act applies.
4. Unless prevented by applicable legislation, you may request a transfer of all or a part of the value of the Contract to:
 - a. another RRIF of which you are the owner,
 - b. an RRSP of which you are the owner, provided that the transfer is prior to the latest RRSP maturity date as specified under The Act,
 - c. a RRIF or RRSP of the owner's spouse, common-law partner, or former spouse as a result of marriage breakdown or upon death,
 - d. to purchase an immediate life annuity in accordance with Clause 60(l)(ii)(A) of The Act, or
 - e. a registered pension plan, where permitted.

The transfer amount shall be reduced by the amount by which the RRIF Minimum Amount for the year exceeds the total of scheduled and unscheduled payments that have been made under the Contract during the year, including any tax withheld.

We are required by law to pay you this excess amount, less any tax applicable, at the time of transfer in order to meet the RRIF Minimum Amount for the year. Note that the RRIF Minimum is calculated after any applicable Surrender Charges.

5. The RIF Contract is also subject to the following:
 - a. We shall make no payments under this Contract other than:
 - i. the payments and withdrawals permitted within this Contract,
 - ii. the death benefit described in the death benefit section, and
 - iii. transfers to other plans described in Paragraph 4 herein.
 - b. No payments under the Contract may be assigned either in whole or in part. This Contract cannot be assigned either absolutely or as collateral security.
 - c. Any transfer made under this Contract shall be in the form and manner prescribed by The Act, and required information necessary to administer the transferred amount will be provided to the transferee company.
 - d. The Contract provides that:
 - i. a minimum amount will be paid each calendar year, as referred to in Paragraph 146.3(1) of The Act,
 - ii. the carrier has no right to offset as regards the property held in connection with the Contract in respect of any debt or obligation owing to the carrier,
 - iii. the property held cannot be pledged, assigned, or in any way alienated as security for a loan or for any purpose other than that of the carrier making to the Annuitant those payments permitted under this Contract.
 - e. No "advantage" as defined under Subsection 207.01(1) of The Act that is conditional in any way on the existence of the Contract may be extended to you or to a person with whom you are not dealing at arm's length.
6. The provisions of the Retirement Income Fund will take precedence over any other provisions contained elsewhere in this Contract, in case of conflict or inconsistency. Future amendments to The Act or subsequent legislation may override these provisions.
7. We reserve the right to resign as the carrier of the registered plan and appoint a successor carrier.

14. Additional Tax-Free Savings Account Provisions

The following provisions apply to the Contract if you have requested we make an election to register the Contract as a Tax-Free Savings Account (TFSA) under the *Income Tax Act* (Canada) ("The Act"):

1. In these provisions, "you", "your", "owner", and "holder" refer to the person who has Policyowner's or Policyholder's rights under the contract. The Annuitant or holder, is the "holder" as defined under the The Act. "Contract" is given the same meaning as a "qualifying arrangement" under The Act. "Survivor" means another individual who is, immediately before the individual's death, a spouse or common-law partner of the individual. As used in these provisions, "spouse" or "common-law partner" does not include any person who is not recognized as a spouse or common-law partner for the purposes of any provision of The Act respecting the Tax-Free Savings Account.
2. We will file an election to register your Contract as a Tax-Free Savings Account under The Act and any applicable provincial income tax legislation.
3. You must be a resident of Canada and at least 18 years of age to apply for a Tax-Free Savings Account. If you subsequently become a non-resident of Canada, there are restrictions and penalties, as set out in The Act, which may apply. You will notify us if you become a non-resident of Canada.
4. All Deposits must be made by you in accordance with Paragraph 146.2(2)(c) of The Act.
5. If you request a withdrawal under the Contract you may elect to take all or part of the Market Value of the Contract, after any redemption fees specified in the Contract, in cash or transfer it to another Tax-Free Savings Account held by you, per Paragraph 146.2(2)(e) of The Act.
6. The Tax-Free Savings Account must be maintained for your exclusive benefit as stipulated in Paragraph 146.2(2)(a) of The Act.
7. The arrangement prohibits, while there is a holder of the arrangement, anyone that is neither the holder of the nor the issuer of the arrangement from having rights under the arrangement relating to the amount and timing of the withdrawals and the investing of funds in accordance with Paragraph 146.2(2)(b) of The Act.

8. Upon your death your surviving spouse or common-law partner may become a successor holder under the TFSA contract if certain conditions are met. Where available under applicable provincial and territorial law, if your spouse or common-law partner is named sole primary beneficiary, your spouse or common-law partner will automatically become Policyowner of the rights under the Contract after your death. In this case, your spouse or common-law partner may exercise every right as Policyowner of the rights under the Contract. If your spouse or common-law partner is named as sole primary beneficiary, any secondary or subsequent beneficiary appointments made prior to your death are ineffective.
9. Withdrawals may be made to reduce the amount of tax otherwise payable by you under Section 207.02 or 207.03 of The Act.
10. The Contract will provide a Term Certain annuity where payments are guaranteed for a 10 year period. The annuity is subject to our administrative rules and applicable legislation. However, if authorized by law, you may submit a request for a different type of annuity as listed in the Settlement Options. This request must be submitted to us for consideration prior to reaching the Maturity Date for the Contract.
11. For contracts issued in Quebec, the minimum annual annuity payment will be \$1,000 per \$10,000 of contract value.
12. The provisions of the Tax-Free Savings Account will take precedence over any provisions contained elsewhere in this Contract, in case of conflict or inconsistency. Future amendments to The Act or subsequent legislation may override these provisions.
13. We reserve the right to resign as the issuer of the Tax-Free Savings Account and appoint a successor issuer.
14. This Contract complies with prescribed conditions under The Act.
15. We reserve the right to resign as the carrier of the registered plan and appoint a successor carrier.

For more information, please contact
your advisor or visit [manulifeim.ca](https://www.manulifeim.ca)