

Margin Account Agreement

Please read this carefully. The following agreement between you and Manulife Wealth Inc. (“Manulife Wealth”) governs and applies to your margin account(s).

Defined terms

The following terms have the following meanings for the purposes of this Margin Account Agreement:

- a) “Applicable Laws” includes any applicable statute, regulation, order having the force and effect of law, instruments, by-laws, rules, regulations, policies and customs of applicable Regulatory Authorities.
- b) “Collateral” means any and all assets, including credit balances held or carried in any Margin Account for any purpose, and including any present or future credit balances, dividends, interests, securities and any other property.
- c) “Indebtedness” means all indebtedness of you to Manulife Wealth as set out in any statement of account or other communication sent by Manulife Wealth to you and includes interest on any debit balances, if any, in the Margin Account at that time, any short position and the reasonable costs of collection of payments owed to Manulife Wealth, including legal fees.
- d) “Margin” means the amount of credit that Manulife Wealth extends to you, from time to time, in respect of Transactions in your Margin Account, as Manulife Wealth may deem appropriate and in accordance with Applicable Laws.
- e) “our”, “us” and “we” mean Manulife Wealth, its employees, agents and affiliates.
- f) “Regulatory Authorities” means any applicable governmental authority, agency, securities commission, self-regulatory organization including the Canadian Investment Regulatory Organization, market, clearing corporation or association of brokers or dealers, law enforcement or similar authority, whether domestic or foreign.
- g) “Securities” mean equity securities, debt securities, investment fund securities, certain derivative instruments and deposit products and any other securities or products which Manulife Wealth is permitted to trade in for a Margin Account under Applicable Laws.
- h) “Transaction” means the purchase, sale, or other dealings in securities in the Margin Account.

Margin account agreement

In consideration of Manulife Wealth Inc. opening or maintaining one or more margin account or accounts for the purpose of trading securities on margin (individually or collectively, the “Margin Account”) for you, you understand and agree to the following terms and conditions in respect of the operation of the Margin Account:

All transactions entered into on behalf of you shall be subject to the rules and regulation of the Canadian Investment Regulatory Organization and all other Applicable Laws.

1. **Incorporation by reference** This Margin Account Agreement is supplemental to the Client Account Agreement that governs your Margin Account and all other accounts with Manulife Wealth. The terms and conditions in the Client Account Agreement are hereby expressly incorporated by reference into this Margin Account Agreement as if they were fully set out in this Agreement.
2. **Risk of Borrowing Money to Invest** You acknowledge and understand that borrowing money to invest in securities involves greater risk than buying securities using cash only. If you borrow money to purchase securities, your responsibility to repay the loan and pay interest as required by the loan’s terms remains the same even if the value of the securities purchased declines.
3. **Payment of Indebtedness and Margin**
 - a) You will promptly pay Indebtedness when due except to the extent covered by a margin facility, and to maintain adequate margin and security in the Margin Account. You agree to pay, on demand, to Manulife Wealth, the total amount of the Indebtedness.
 - b) The Margin Account shall be operated on such margin facility as Manulife Wealth, in our sole discretion, agrees to make available to you from time to time and as permitted by Applicable Laws. Manulife Wealth may, without notice to you, at any time and from time to time:
 - (i) Reduce or cancel any margin facility made available to you or refuse to grant any additional margin facility to you; or
 - (ii) Require you to provide margin in addition to the margin required by Applicable Laws. You will provide Manulife Wealth with any margin requested by Manulife Wealth and will promptly pay any Indebtedness due as a result of any reduction or cancellation of any margin facility.
 - c) If you do not meet any margin call immediately, Manulife Wealth may, in our sole discretion and without notice to you, eliminate or reduce the Indebtedness as we are permitted to do under Applicable Laws and the Client Account Agreement.
 - d) Manulife Wealth may, in our sole discretion, transfer to the Margin Account, at any time, following a Transaction, any free credit balance in any account held by you with Manulife Wealth, which includes any free credit balance held in any other Margin Account you may have with Manulife Wealth, in order to maintain your margin facility.
 - e) Manulife Wealth may, in our sole discretion use any free credit balances in your Margin Account to transfer such amount to any account maintained by you with Manulife Wealth in order to pay any Indebtedness in respect of those accounts.
 - f) Manulife Wealth may, in our sole discretion, refuse the use of the margin facility for any transaction or any security.
4. **Collateral**
 - a) As continuing collateral security for the payment of any Indebtedness, which is now or may in the future be owing by you to Manulife Wealth, you hereby hypothecate and pledge to Manulife Wealth all Collateral, whether held in any Margin Account or account in which you have an interest, and

whether or not the Indebtedness relates to the Collateral hypothecated and pledged. Whether you reside in Quebec or in the common law provinces or territories, certain rights conferred hereunder to Manulife Wealth by you may not be available to Manulife Wealth. Manulife Wealth is however authorized to exercise any and all rights available to us in the jurisdiction where you reside. The interest rate applicable to the hypothec shall be the rate of interest designated from time to time by Manulife Wealth to our branches as being our effective rate for determining interest on debit balances in accounts with Manulife Wealth.

- b) If there is a change in the market value of securities in the Margin Account, Manulife Wealth may require additional Collateral. Manulife Wealth retains the right to require additional margin at any time Manulife Wealth considers it necessary. Any written or verbal call for additional Collateral may be satisfied by delivery of additional marginable securities or cash immediately following the demand. All deposits and securities held in any account held by you with Manulife Wealth may be held as Collateral for any debit balances in the Margin Account.
- 5. Use of collateral by Manulife Wealth** So long as any Indebtedness remains unpaid, you authorize Manulife Wealth, without notice, to use at any time and from time to time the Collateral in the conduct of Manulife Wealth's business, including the right to:
- a) Combine any of the Collateral with the property of Manulife Wealth or other clients or both;
 - b) Pledge any of the Collateral held in Manulife Wealth's possession as security for its own indebtedness;
 - c) any of the Collateral to Manulife Wealth for our own purposes; or
 - d) Use any of the Collateral for making delivery against a sale (including a short sell), and whether this sale is for the Margin Account or for Manulife Wealth's own account or for any account in which Manulife Wealth is directly or indirectly interested, or for the account of any other Manulife Wealth client.
- 6. Non-individual Margin Account** If the Margin Account being opened is for a non-individual entity, you hereby authorize the nonindividual entity's directors, officers, trustees and/or agents, as applicable, to incur Indebtedness under the Margin Account. You represent and warrant that all such directors, officers, trustees and/or agents of the non-individual entity, as applicable, are duly authorized by the non-individual entity's constating documents and resolutions of the non-individual entity's board of directors to incur Indebtedness under the Margin Account. You acknowledge that Manulife Wealth is relying on such representation and warranty and Manulife Wealth would not otherwise grant the non-individual entity a Margin Account without such representation and warranty having been made.
- 7. Trade date basis** Manulife Wealth operates its margin business on a trade date basis.
- 8. Interest on credit extended** You will pay interest to Manulife Wealth on any credit extended to, or maintained for, you by Manulife Wealth for the purpose of any Transaction.
- 9. Authorization to obtain factual/credit and investigative information** Manulife Wealth may, at our discretion at any time prior to opening this Margin Account, or thereafter during the operation of this Margin Account, obtain such

factual/credit and investigation information regarding you from others as permitted by Applicable Laws, furnish other credit grantors and credit bureau particulars of the credit application and subsequent credit experience, if applicable, and retain any such information for Manulife Wealth's records. You will execute and deliver any consent or other applicable document requested by Manulife Wealth necessary to facilitate Manulife Wealth carrying out the matters outlined in this clause.

- 10. Changes to your information** You will advise Manulife Wealth promptly of any changes to personal information relating to your Margin Account as soon as the changes occur. This includes, but is not limited to, changes to your address, marital status, financial and employment information, investment objectives, experience and risk tolerance. You will also advise Manulife Wealth promptly if you or anyone who has trading authority for, control over, a financial interest in, and/or a beneficial ownership in, your Margin Account is or becomes or ceases to be: (i) an insider, significant shareholder or reporting insider of a publicly traded company; or (ii) a securities professional. For the purposes of this Agreement, a securities professional is (i) an employee of the member, (ii) a partner, officer or director of the member, (iii) an affiliate of the member, or (iv) an associate of any of the parties referred to above. You will complete and sign any documentation required by Manulife Wealth in connection with these changes in a timely manner. You understand and agree that Manulife Wealth will rely on the information provided by you and you certify that it is current, accurate and complete until you advise us otherwise in writing. You also understand and agree that Manulife Wealth is unable to provide you with appropriate advice without this current information about you and your Margin Account. You agree that Manulife Wealth has no liability for any misstatement from or omission by you of any of your personal information.
- 11. Limitation of liability and indemnification** Your use of the margin under this Margin Account Agreement is solely within your discretion. You are solely and wholly responsible for the consequences of your use of any margin under this Margin Account Agreement, including, without limitation, any investment losses you incur. You agree to indemnify and hold Manulife Wealth (including its directors, officers, shareholders, employees, agents and assigns) harmless from and against all losses arising from your use of the margin permitted under this Margin Account Agreement.
- 12. Joint margin account** If the Margin Account is a joint account, the obligations of each Owner (as defined in the Client Account Agreement) are joint and several and shall be governed by the provisions that apply to such joint accounts as set out in the Client Account Agreement.
- 13. Waiver** No waiver of any provision of this Margin Account Agreement or the Client Account Agreement shall be considered a waiver of any other provision, or the continuing waiver of the provision(s), so waived.
- 14. Guarantees of margin** If you provide Manulife Wealth with a guarantee of the margin maintained under this Margin Account Agreement, then you shall be deemed to have consented to Manulife Wealth providing the guarantor with a minimum of quarterly account statements relating to this Margin Account, as required by Applicable Laws. Manulife Wealth will not be responsible for reviewing your Margin Account to determine whether the securities and other property held in your Margin Account are suitable in relation to the guarantor.