

MANULIFE iFUNDS – TERMS & CONDITIONS FOR UNIT TRUST ACCOUNTS

These terms and conditions, together with the **Privacy Policy**, the **Terms of Service**, the **Client Profile** and the **Risk Profile**, form a legal agreement (this “**Agreement**”) between **you** and **Manulife Investment Management (Singapore) Pte. Ltd. (“Manulife IM (Singapore)”)**, and they set out how you can open a **Manulife iFUNDS Account** and subscribe, redeem, switch, transfer or otherwise deal in a Fund through Manulife IM (Singapore) via your Manulife iFUNDS Account, and how to facilitate your dealings via your Cash Account.

1. Definitions

Applicable Laws	means applicable laws, rules, regulations, by-laws, constitution, orders, directives, notices, circulars, codes, customs, contractual terms prescribed by any clearance systems and/or exchanges and usages (whether of government bodies, authorities, exchanges, markets, regulators, self-regulating bodies or clearing systems, whether or not having the force of law, and whether in or outside Singapore) as may be promulgated from time to time.
Approved Agent Bank	means an approved agent bank (as defined under the Central Provident Fund (Investment Schemes) Regulations).
Bank	means a (i) Singapore licensed bank or (ii) a financial institution outside Singapore which is licensed, registered, or authorised to conduct banking business in the country or territory where the trust account is maintained.
Cancellation Policy	means the cancellation policy applicable to the iFUNDS Platform, which you can access by clicking here .
Cash Account	means the cash account, forming part of your Manulife iFUNDS Account that is funded by cash, to which cash received by the Custodian on your account, proceeds of redemption of Units, and interest, dividends or other payments or distributions of income in respect of Units, is credited and held by the Custodian, and shall be referred to in this Agreement as “ your Cash Account ”.
Cash Unit	means a Unit in any Fund which is subscribed for and paid for using cash.
CPF Act	means the Central Provident Fund Act 1953 of Singapore.
CPF Board	means the Central Provident Fund Board established pursuant to the CPF Act.
CPF Investment Account	means your CPF Investment Account (as defined under the CPF Act and the Central Provident Fund (Investment Schemes) Regulations).
CPF Investment Administrator	means an entity designated by the CPF Board as an investment administrator under the CPF Investment Scheme.
CPF Investment Scheme	means the CPF Investment Scheme-Ordinary Account (CPFIS-OA) and CPF Investment Scheme-Special Account (CPFIS-SA) established under the Central Provident Fund (Investment Schemes) Regulations.
CPF Special Account	means a special account maintained by the CPF Board under the CPF Act for a member of the Central Provident Fund.

CPF Unit	means a Unit in any Fund which is subscribed for and paid for using monies from your CPF Investment Account or CPF Special Account (as the case may be).
Client Instruction	means any Dealing Transaction, and/or any deposit or withdrawal from your Cash Account, as applicable, or any other communication, instruction, order, message, data, information or other materials received by Manulife IM (Singapore) (including those transmitted via the Services and referable to your Security Codes (including use of the Security Codes by any person, whether authorised or unauthorised by you), from you or purporting to come from you).
Client Profile	means the client profile you complete when you open a Manulife iFUNDS Account, as may be amended from time to time.
Custodian	means the appropriately licensed custodian appointed by you to hold your cash and assets (including the Units) in respect of your Manulife iFUNDS Account.
Custody Account	means the custody account held by you with the Custodian for holding Units and any other non-cash assets that are beneficially owned by you.
Dealing Day	means a day on which a Fund accepts instructions for subscription (or cancellation thereof), redemption, switching or transfer of Units in the Fund.
Dealing Transaction	means any subscription, redemption, switching or transfer of Units in relation to your Manulife iFUNDS Account, as applicable.
Designated Bank Account	means your personal bank account in your name which you designate for receiving payment in respect of withdrawals from your Cash Account.
FAA	means the Financial Advisers Act 2001 of Singapore.
Fund	means any fund distributed by Manulife IM (Singapore) and made available to you for subscription from time to time pursuant to this Agreement.
Fund Offering Documents	means constitutional documents, explanatory memorandum, prospectus or offering document (or equivalent), product highlights sheet, marketing materials and financial reports (if applicable) of any Fund.
Income Tax Act	means the Income Tax Act 1947 of Singapore.
Loss	means any loss, damage, cost or expense.
Manulife IM (Singapore)	means Manulife Investment Management (Singapore) Pte. Ltd.
Manulife Financial Adviser	means a Manulife Group Company that is licensed or otherwise exempted under the FAA for providing any financial advisory service, including each of MFA and MLS.
Manulife Fund	means a Fund which is managed, sponsored or issued by Manulife IM (Singapore) or a Manulife Group Company.
Manulife Fund Issuer	means the issuer of a Manulife Fund.

Manulife Group Company	means (i) any direct or indirect holding company of Manulife IM (Singapore) or (ii) any direct or indirect subsidiary of either Manulife IM (Singapore) or any such holding company referred to in (i).
Manulife iFUNDS Account	means each account established by you with Manulife IM (Singapore) to allow you to deal in the Funds in accordance with this Agreement.
iFUNDS Platform	means the execution-only platform operated by Manulife IM (Singapore) which allows customers to view, access and give Client Instructions to Manulife IM (Singapore).
MAS	means the Monetary Authority of Singapore.
MFA	means Manulife Financial Advisers Pte. Ltd.
MLS	means Manulife (Singapore) Pte. Ltd.
Order	means any instruction, application or order in your name received by Manulife IM (Singapore) via the Services that: (i) is submitted by a Manulife Financial Adviser or a representative of a Manulife Financial Adviser and is referable to the Manulife Financial Adviser's or the representative's Security Codes (including the use of the Manulife Financial Adviser's or the representative's Security Codes by any person, whether authorised or unauthorised by the Manulife Financial Adviser or the representative) or (ii) otherwise purports to come from the Manulife Financial Adviser or the representative of the Manulife Financial Adviser.
Personal Data	has the same meaning as " <i>personal data</i> " as defined in the Personal Data Protection Act 2012 of Singapore.
Privacy Policy	means the privacy policy which forms part of this Agreement and which you can access by clicking here .
Risk Profile	means the risk profile questionnaire you complete when you open a Manulife iFUNDS Account, as may be amended from time to time.
Security Codes	means any username, password, personal identification number, hardware or electronic token, and any other unique identification or credential (including any device, token, credential or password used in conjunction with multi-factor authentication procedures) either provided by you, the Manulife Financial Adviser and/or representatives of the Manulife Financial Adviser, or issued, prescribed, or otherwise approved by Manulife IM (Singapore) from time to time in order to enable you, the Manulife Financial Adviser and/or representatives of the Manulife Financial Adviser to access and/or use the Services.
Services	means any services, products, programmes, modules, functionalities, features and/or facilities which Manulife IM (Singapore) may make available from time to time via the iFUNDS Platform.
SFA	means the Securities and Futures Act 2001 of Singapore.
SF(LCB)R	means the Securities and Futures (Licensing and Conduct of Business) Regulations.
SRS	means the Supplementary Retirement Scheme.

SRS Account	means your SRS account (as defined under the Income Tax Act).
SRS Operator	means any company approved by the Minister for Finance, or such person as the Minister for Finance may appoint, as an operator of the SRS.
SRS Unit	means a Unit in any Fund which is subscribed for and paid for using monies from your SRS Account.
Supplementary Retirement Scheme	means the supplementary retirement scheme established under the Income Tax (Supplementary Retirement Scheme) Regulations 2003.
Terms of Service	means the terms applicable to you when opening and using your Manulife iFUNDS Account including the fees, operations and other particulars, which you need to note and which form part of this Agreement.
Terms of Use	means the terms of use applicable to your access and use of the iFUNDS Platform, which are made available to you on the iFUNDS Platform and which you can access by clicking here .
Third Party Fund	means a Fund which is not managed, sponsored or issued by Manulife IM (Singapore) or a Manulife Group Company.
Third Party Fund Issuer	means the issuer of a Third Party Fund.
Trust Account	means the trust account(s) opened by the Custodian under its name with Bank(s) for holding cash that is beneficially owned by you and other customers of the Custodian.
Unit	means any share, unit or other interest in a Fund.
you	means an individual who has opened a Manulife iFUNDS Account with Manulife IM (Singapore) as named in the Client Profile . The term “you” (or “ Client ”) shall include your legal personal representative(s) or authorised representative(s) and successor(s).

2. Appointment and Scope of Services

2.1 Dealing Services

- (a) You wish to open one or more Manulife iFUNDS Account(s) (see the **Terms of Service** for details) and appoint us, and we agree, to provide you with all or any of the following services in relation to your dealings in the Funds, although we reserve the right to refuse to do so in our absolute discretion:
 - (i) to provide you with copies of the Fund Offering Documents relating to the Funds; and
 - (ii) to carry out your Client Instructions with respect to your Manulife iFUNDS Account, or in relation to any other instructions which you may wish to give, relating to any Fund in which you propose to invest or have invested in and which we may agree to process.
- (b) Certain information you have provided to any Manulife Financial Adviser and/or representatives of the Manulife Financial Adviser pursuant to your agreement with the Manulife Financial Adviser (including your **Client Profile** and your **Risk Profile**) will be provided to us and used in respect of any service provided by us to you in relation to your Client Instructions, your investments and holdings in your Manulife iFUNDS Account.

2.2 Scope of Services

- (a) You acknowledge that:
- (i) you will make an independent decision with respect to your Dealing Transactions in any Fund;
 - (ii) you will receive recommendations for Dealing Transactions in Funds that are independently provided by a Manulife Financial Adviser or a representative of a Manulife Financial Adviser to you, and Manulife IM (Singapore) will not accept any Client Instructions from you for a Dealing Transaction that has not been recommended to you or otherwise raised for your approval by a Manulife Financial Adviser or a representative of a Manulife Financial Adviser;
 - (iii) all recommendations and advice provided to you by a Manulife Financial Adviser or a representative of a Manulife Financial Adviser are provided as part of the Manulife Financial Adviser's financial advisory service, which is a separate and independent service from the dealing services provided by Manulife IM (Singapore) to you; and
 - (iv) Manulife IM (Singapore) will not provide any recommendation or advice to you on any Fund and will not assume any responsibility for the performance of any Fund you may purchase.
- (b) You acknowledge and understand that Manulife IM (Singapore) is NOT an independent intermediary because (i) we and/or the Manulife Financial Advisers receive fees, commissions, or other monetary benefits from other parties (which may include Manulife Fund Issuers or Third Party Fund Issuers) in relation to our distribution of Funds to you. For details, you should refer to our disclosure on monetary benefits which is available on the iFUNDS Platform (see also the **Terms of Service**), and/or (ii) we and/or the Manulife Financial Advisers receive non-monetary benefits from other parties, or have close links or other legal or economic relationships with issuers of Funds that we may distribute to you.
- (c) You acknowledge and understand that Manulife IM (Singapore) does not give any warranty and/or representation as to the actual performance of any of the Units or of any Fund.

3. **Application, Dealing and Payments**

3.1 Account Opening

- (a) This Agreement will come into force when your application to open a Manulife iFUNDS Account is accepted by Manulife IM (Singapore). Manulife IM (Singapore) shall have the sole and absolute right to decide whether or not to accept an application.
- (b) If your application to open a Manulife iFUNDS Account is accepted by Manulife IM (Singapore), you will be sent a confirmation of acceptance and Manulife IM (Singapore) shall open a Manulife iFUNDS Account in your name, following which you may effect Dealing Transactions. If your application is declined, you will be notified but Manulife IM (Singapore) is not obliged to provide you with any reason for declining your application.
- (c) Security Codes are required for access to your Manulife iFUNDS Account and/or the Services. Manulife IM (Singapore) may at any time in its sole and absolute discretion forthwith invalidate any Security Codes without giving any reason or prior notice and shall not be liable or responsible for any loss or damage suffered by or caused by you or arising out of or in connection with or by reason of such invalidation.

- (d) You agree that you will be solely responsible for any third party fees you incur, including but not limited to those assessed by any telecommunication service providers, as a result of the use of the multi-factor authentication procedures in relation to your Security Codes used to access your Manulife iFUNDS Account.

3.2 Client Instructions

- (a) Client Instructions shall be given through the iFUNDS Platform (unless otherwise set out in this Agreement, the Terms of Service or Manulife IM (Singapore) in its absolute discretion has given its prior written agreement to receive Client Instructions by any other means as Manulife IM (Singapore) may allow). You agree to be bound by any access or use of your Manulife iFUNDS Account and/or the Services (whether such access or use are authorised by you or not) which are referable to your Security Codes. You agree and acknowledge that any use of or access to the Manulife iFUNDS Account and/or the Services referable to your Security Codes and any Client Instructions shall be deemed to be, as the case may be: (i) use of or access to the Manulife iFUNDS Account and/or the Services by you and (ii) Client Instructions that you had transmitted or validly issued. You further acknowledge that Manulife IM (Singapore) may, from time to time, allow certain Client Instructions to be submitted to Manulife IM (Singapore) through relevant forms as prescribed by Manulife IM (Singapore) from time to time. Such Client Instructions shall be processed in accordance with and subject to the terms and conditions stated on the relevant forms. Where you have submitted Client Instructions through such forms, you agree to be bound by any such Client Instructions signed by you or purported to be signed by you, and Manulife IM (Singapore) shall be entitled (but not obliged) to carry out verification of your signature on the form. If Manulife IM (Singapore) is unable to verify the signature on a paper form, Manulife IM (Singapore) is entitled to reject such paper form and/or perform such other verification procedures as it may deem appropriate in its absolute discretion.
- (b) You may from time to time be required to change your Security Codes (including any username and/or password) and agree to do so when required by Manulife IM (Singapore). You agree to exercise due care to ensure you keep your Security Codes secure and confidential at all times, and you will not disclose your Security Codes to anyone including any staff, representative or agent of Manulife IM (Singapore), will take the necessary steps to prevent unauthorised disclosure of your Security Codes and shall be responsible for any disclosure or use (whether such use is authorised or not) of your Security Codes. You must notify Manulife IM (Singapore) immediately if you have knowledge that or have reason to suspect: (a) that the confidentiality of your Security Codes has been compromised; or (b) that there has been any unauthorised use of the same.
- (c) If you wish to transfer Units in any Fund into your Manulife iFUNDS Account (or to transfer out Fund holdings from your Manulife iFUNDS Account), instructions shall be given in such manner as Manulife IM (Singapore) may prescribe from time to time.
- (d) All Client Instructions provided by you through the Manulife iFUNDS Account, the relevant forms prescribed by Manulife IM (Singapore) from time to time and/or the Services shall be given in the manner indicated by Manulife IM (Singapore). You are responsible for the accuracy, completeness and authenticity of the Client Instructions so provided to Manulife IM (Singapore).
- (e) All Client Instructions will be deemed to be irrevocable, conclusive and unconditional upon transmission through the Manulife iFUNDS Account and/or the Services or upon submission of the relevant form to Manulife IM (Singapore) in accordance with the instructions stated on the relevant form, unless Manulife IM (Singapore) in its absolute discretion determines otherwise or unless the Client Instruction is cancelled in accordance with the Cancellation Policy.

- (f) You acknowledge that in respect of Client Instructions for subscriptions, redemptions and/or switching of Units in relation to your Manulife iFUNDS Account, such subscriptions, redemptions and/or switches will need to be raised for your approval through the placing and/or submission of Orders on the iFUNDS Platform by the representative of the Manulife Financial Adviser that you have selected, and thereafter approved by you on the iFUNDS Platform, before such Client Instructions will be transmitted to Manulife IM (Singapore).
- (g) Manulife IM (Singapore) is authorised to act on any instructions given or purportedly given on your behalf, by you, or if permitted by Manulife IM (Singapore) in writing, by the person(s) for the time being authorised to operate your Manulife iFUNDS Account, or by the representative of the Manulife Financial Adviser that you have selected. Manulife IM (Singapore) and its service providers shall be entitled (but not obliged) to (a) treat the Client Instructions and/or Orders as your authentic and duly authorised instructions, notwithstanding any error, fraud, forgery, lack of clarity or misunderstanding in respect of terms of such Client Instructions and/or Orders, and (b) act upon, rely on and/or hold you solely responsible and liable in respect of the Client Instructions and/or Orders, as if the same were carried out, transmitted, or issued by you. Manulife IM (Singapore) shall not be responsible for any Loss which you may incur as a result of Manulife IM (Singapore) so treating any such Client Instructions and/or Orders. Unless otherwise agreed in this Agreement, Manulife IM (Singapore) is entitled to, but does not have any obligation to, authenticate any such instructions or verify or investigate the authenticity of, or identity or authority of any person giving the Client Instructions and/or Orders which are referable to your, the Manulife Financial Adviser's and/or a representative of a Manulife Financial Adviser's Security Codes. However, if Manulife IM (Singapore) decides to authenticate any instruction, Manulife IM (Singapore) has absolute discretion to refuse or delay to act upon any such Client Instructions and/or Orders if it has any reason to doubt the authenticity of such instructions or the authority of the person giving the Client Instructions and/or Orders and Manulife IM (Singapore) will not be responsible to you for any Loss that you may suffer or incur arising from or in connection with any delay or failure in transmitting or effecting your Client Instructions, Orders or any other instruction in relation to your Manulife iFUNDS Account.
- (h) Where the execution of Dealing Transactions through the iFUNDS Platform is unavailable or malfunctioning, Manulife IM (Singapore) may, at its sole and absolute discretion, by notification to you, the Manulife Financial Adviser and the representative of the Manulife Financial Adviser that you have selected, through the posting of a notice on the iFUNDS Platform, permit the Manulife Financial Adviser to submit requests for Dealing Transactions via email, in accordance with the terms set out in Schedule 3 (such notice and permission granted by Manulife IM (Singapore) collectively, the "**Email Requests for Dealing Transactions**"). Any requests for Dealing Transactions submitted via email will not be processed other than where Schedule 3 applies.

3.3 Subscription, Redemption, Transfer, Switching and Cancellation of Fund Investments

- (a) You agree that Manulife IM (Singapore) will be your agent for the purpose of carrying out Client Instructions with respect to the subscription (or cancellation thereof), redemption, switching or transfer of Units in any Fund, or in relation to any other instructions you may wish to give to the Fund from time to time and which Manulife IM (Singapore) may agree to process.
- (b) Manulife IM (Singapore) reserves the right to reject Client Instructions for, and impose such conditions or restrictions on, the subscription (or cancellation thereof), redemption, switching or transfer of Units in any Fund, as it deems fit.

- (c) Manulife IM (Singapore) will endeavour to execute all Client Instructions with respect to the subscription (or cancellation thereof), redemption, switching or transfer of units in any Fund within a reasonable amount of time. However, you acknowledge that due to various constraints including any requirement under Applicable Laws, including those pertaining to the prevention of fraud, money-laundering, terrorist financing and the provision of financial or other services to any person or entity which is subject to sanctions, Manulife IM (Singapore) may not always be able to execute the Client Instructions at any specific time or on the same Dealing Day which the Client Instructions are received.
- (d) You acknowledge that acceptance by Manulife IM (Singapore) of any Client Instruction in relation to any Dealing Transaction will not necessarily result in the execution of the Client Instruction. The Client Instruction will only be executed if (a) market conditions permit and (b) such execution is in accordance with all Applicable Laws. You further acknowledge that any Fund which receives instructions from Manulife IM (Singapore) for a subscription (or cancellation thereof), redemption, switching or transfer of units in a Fund may not be obliged to accept such instructions in whole or in part. If Manulife IM (Singapore) is unable to execute any Client Instruction in such circumstances, the Client Instruction shall be deemed to have expired, and Manulife IM (Singapore) will inform you of such expiry as soon as reasonably practicable.
- (e) You agree that Manulife IM (Singapore) and its service providers may but shall not be obliged to aggregate your subscription, redemption, or switching orders for Units in any Fund with other subscription, redemption, or switching orders received from Manulife IM (Singapore)'s or its service providers' other customers for the same Fund, and place an aggregated subscription, redemption, switching order with an upstream distributor of the Fund or the Fund itself.
- (f) Where such an aggregated subscription or switching order for Units in any Fund is placed, the subscribed or switched Units will be allocated among the various customers in the order determined by Manulife IM (Singapore) or its service providers. You acknowledge that the aggregation of your order with other customers' orders may operate on some occasions to your advantage and others to your disadvantage.
- (g) You will be paid redemption or sale monies net of any fees, charges or expenses incurred in connection with the redemption. You acknowledge that Manulife IM (Singapore) and its service providers have no obligation to ascertain the adequacy of the redemption or sale monies received.
- (h) You may elect to switch Units in a Fund to Units in another Fund if switching is permitted for both Funds.
- (i) You shall have the right to cancel a subscription order by completing the cancellation form and submitting it to Manulife IM (Singapore) in accordance with the Cancellation Policy. Your right to cancel your subscription order is subject to Manulife IM (Singapore)'s terms and conditions for cancellation as set out in Manulife IM (Singapore)'s Cancellation Policy, cancellation form or as may otherwise be notified to you from time to time, and further subject to the terms and conditions in the Fund Offering Documents of the relevant Fund.
- (j) Dealing cut-off times and settlement arrangements applicable to all dealings in the Funds and the Manulife iFUNDS Account shall be as specified by Manulife IM (Singapore) from time to time, and as set out in the **Terms of Service**. Subject to such additional documents and information as Manulife IM (Singapore) may require, your Client Instructions will generally be processed on the day of receipt by Manulife IM (Singapore) of your instruction in respect of a Fund if your valid and complete instruction (together with all required information and documents) is received by Manulife IM (Singapore) before the dealing cut-off time and provided

that your Cash Account (or CPF Investment Account, CPF Special Account or SRS Account, as the case may be) is appropriately funded. If your instruction is received after the specified dealing cut-off time, processing will be done usually on the next dealing day as specified by Manulife IM (Singapore) and provided that your Cash Account (or CPF Investment Account, CPF Special Account or SRS Account, as the case may be) is appropriately funded. A switch request will be processed as a redemption of your existing holdings in a Fund, to be followed as soon as practicable by subscription into the new Fund(s), subject to the terms and conditions including any restrictions in the relevant Fund Offering Document(s). Manulife IM (Singapore) reserves the sole and absolute right not to accept any subscription instruction (which may include any switch transaction) in whole or in part. However, once we have accepted any instruction on your behalf, the accepted instruction may not be rescinded or withdrawn without your written consent or confirmation and subsequent written confirmation by us. For the avoidance of doubt, Manulife IM (Singapore) is not obliged to give effect to any request to cancel or amend any instruction unless provided for in the Cancellation Policy. You must specify your Fund choice and your Manulife iFUNDS Account (if you have more than one Manulife iFUNDS Account) in order for your instruction to be processed.

- (k) You agree that, while utilising the services of Manulife IM (Singapore) hereunder, payments for subscriptions of Cash Units shall be debited from, and amounts received on redemption of Cash Units shall be credited to, your Cash Account. Any other payment method(s) may be as accepted or determined by Manulife IM (Singapore) from time to time. No physical cash or third party payments will be accepted. You further agree that you are responsible for ensuring your Cash Account is appropriately funded (see the **Terms of Service** for details) and you agree you will hold Manulife IM (Singapore) and each Manulife Group Company harmless from all liabilities if you fail to fulfil this responsibility. For subscriptions, your Cash Account must be appropriately funded before your subscription order will be processed and Manulife IM (Singapore) reserves the right to reject or delay the processing of or cancel any order if there are insufficient funds in your Cash Account or via any other payment method(s) as agreed by Manulife IM (Singapore) and by such time as prescribed by Manulife IM (Singapore) from time to time. You agree that Dealing Transactions to be executed and/or Units to be purchased or sold may be carried out by Manulife IM (Singapore) through or by any of Manulife IM (Singapore)'s service providers, agents or brokers as may be appointed from time to time. You further agree that should Manulife IM (Singapore) or its service providers incur a Loss as a result of any late payment, Manulife IM (Singapore) may charge interest on any overdue monies on a daily basis until payment is received in full, at such rate as Manulife IM (Singapore) deems appropriate. Regardless of whether interest is charged, Manulife IM (Singapore) has the right to cancel any subscription order in which case Manulife IM (Singapore) shall be entitled to claim from you the amount (if any) by which the original subscription price (taking into account any accrued interest) exceeds the redemption price prevailing on the day of cancellation. In addition Manulife IM (Singapore) reserves its rights to claim any Loss arising directly or indirectly from the failure to receive cleared funds from you within the specified period or at all.
- (l) In addition to the terms and conditions of this Agreement, you agree that Dealing Transactions will also be subject to the terms and requirements (including any restriction on dealing of Units) applicable to direct holders of the relevant Funds as specified in their Fund Offering Documents or as may be prescribed by the issuers or service providers of such Funds from time to time. You make (or give) the representations, warranties and undertakings relating to investors and holders of such Funds as set out in the relevant Fund Offering Documents, and you agree to be bound by the terms and conditions in relation to Units of such Funds as set out in the relevant Fund Offering Documents, or other relevant documents.

4. Title of Units

- 4.1 If you have subscribed for or have received Units via your Manulife iFUNDS Account, your Units will be registered under the name of the Custodian (or its sub-custodian or nominee).
- 4.2 No certificates will be issued to you in relation to your investments in the Funds. You will be sent a confirmation that your Dealing Transaction in the Funds has been accepted, and your Manulife iFUNDS Account will reflect the number of Units which you are beneficially entitled to.
- 4.3 Manulife IM (Singapore) may not lend your Units, and may not borrow against the security of your Units.

5. Custody of Fund Investments / Distributions

- 5.1 As part of the process of opening your Manulife iFUNDS Account, you have authorised Manulife IM (Singapore) to assist you with appointing the Custodian and opening account(s) in your name with the Custodian. You acknowledge that the custody of your cash and assets with respect to your Manulife iFUNDS Account will be carried out by the Custodian, subject to the Custodian's terms and conditions which you have agreed to.
- 5.2 You acknowledge that the cash in your Cash Account shall be held on your behalf by the Custodian in a trust account with a Bank and the assets that you may purchase or receive through your Manulife iFUNDS Account from time to time shall be held on your behalf by the Custodian in the Custody Account. You acknowledge that the Custodian may utilise one or more nominee(s) or sub-custodian(s) (including foreign custodians where the Custodian deems necessary or appropriate) for the purpose of providing custodial services to you.
- 5.3 While Manulife IM (Singapore) may assist you with appointing, opening accounts with the Custodian and providing instructions on your behalf, you will have a direct relationship with the Custodian. Therefore, Manulife IM (Singapore) shall not be liable for any losses arising out of or in connection with the custody of your cash and assets through the Custodian.

5.4 Your Fund Holdings

- (a) You acknowledge that the Custodian shall register the Units that you have subscribed for your Manulife iFUNDS Account(s) (and/or any Units which you have transferred into your Manulife iFUNDS Account) under the name of the Custodian (or its sub-custodian or nominee).
- (b) You acknowledge that your Units may be registered collectively with other Units of the Custodian and/or other customers of the Custodian in the same name. Where so registered, your entitlements may not be identifiable by separate certificates or other physical documents of title or equivalent electronic records (although the Custodian and/or its delegate will maintain records such that it will be readily apparent the degree of your interest in the commingled Units so collectively held).
- (c) You agree and authorise Manulife IM (Singapore) and its service providers to process Dealing Transactions with respect to any of your Units registered under the Custodian's name upon your instructions, or otherwise in accordance with this Agreement or Applicable Laws, and take such actions as Manulife IM (Singapore) considers appropriate to effect such Dealing Transactions. You agree to be bound by the terms and conditions of any agreement between Manulife IM (Singapore) and the Funds (or their representatives or distributors) in respect of the Units which are received or held by the Custodian.
- (d) You agree and authorise Manulife IM (Singapore) to instruct the Custodian to take the following actions, and acknowledge that the Custodian shall be entitled to take the following actions on our instructions, which include but are not limited to:

- (i) purchasing, holding, disposing of or otherwise dealing with your Units in accordance with this Agreement;
 - (ii) electing to receive distributions in cash or in kind;
 - (iii) presenting for payment the Units which are called, redeemed or otherwise become payable and crediting to your Cash Account such monies received as and when actually received by the Custodian;
 - (iv) receiving and collecting interest, dividends or other payments or distributions of income in respect of the Units and crediting them to your Cash Account as and when actually received by the Custodian, subject to this Agreement and the deduction of all applicable fees, charges or costs;
 - (v) where monies are payable in respect of Units in more than one currency, collecting the monies in such currency or converting the monies to another currency as may be permissible under Applicable Laws and as Manulife IM (Singapore) and the Custodian may determine;
 - (vi) exchanging interim or temporary receipts for definite certificates in respect of any Units;
 - (vii) making payment, or debiting any balance credited, to you in your Cash Account as required to effect any Client Instruction from you, or for settlement of amounts owing to Manulife IM (Singapore) or the Custodian;
 - (viii) withholding or deducting any amount which is required to be withheld or deducted to comply with Applicable Laws from any payment payable by or to you, or to or from your relevant Cash Account provided that any such withholding or deduction shall be applied only against the relevant Cash Account. You acknowledge that Manulife IM (Singapore), the Manulife Group Companies and the Custodian shall not be required to make any disbursement to you for any such amount withheld or deducted nor be liable therefor;
 - (ix) transferring your Units into or out of your Manulife iFUNDS Account(s) in accordance with your written instructions; and
 - (x) taking any other actions as Manulife IM (Singapore) thinks appropriate or that are required to comply with any Applicable Law.
- (e) You authorise Manulife IM (Singapore) to give instructions on your behalf to the Custodian, trustee, registrar, transfer agent, administrative service agent of the Funds, or to any other service provider for the purpose of effecting your Client Instructions (including the transfer of your Units from or to your Manulife iFUNDS Account) and/or providing the services under this Agreement. You agree that you shall not instruct such third parties directly without Manulife IM (Singapore)'s prior written consent or unless otherwise through Manulife IM (Singapore), and you agree to release such third parties from any loss or damage that may be suffered or incurred by you arising from such third party's refusal to take your instructions directly. You agree that this clause is also given for the benefit of the abovementioned third parties, who may enforce this clause in accordance with the provisions of the Contracts (Rights of Third Parties) Act 2001.
- (f) In respect of any instruction given by you in connection with any Unit in your Manulife iFUNDS Account, you agree and authorise Manulife IM (Singapore) to give such instructions on your behalf to the Custodian, and the Custodian may act on any such instructions so given by Manulife IM (Singapore) on your behalf. You agree that Manulife IM (Singapore) may but is not

obliged to instruct the Custodian to change the registration of any Unit held in the name of the Custodian for your account, and register such Units directly in your name (or your nominated nominee's name to be held on your behalf).

- (g) Notwithstanding any other provisions herein, if Manulife IM (Singapore) or the Custodian considers that it is necessary to take actions in order to protect your interests without instructions from you, Manulife IM (Singapore) or the Custodian may but is not obliged to take such actions and may deal with any money, Units or other assets held for you in your Manulife iFUNDS Account and exercise such other rights in respect thereof.
- (h) Notwithstanding any of the aforesaid, to the extent permissible under Applicable Laws, neither Manulife IM (Singapore) nor the Custodian shall have any obligation whatsoever to collect or receive or take any other action in any markets in relation to any payment, distribution or other matters in respect of Units held for you. You acknowledge it may be difficult, impracticable or impermissible for Manulife IM (Singapore) or the Custodian to exercise any right or entitlement or to participate in any action, transaction or other matters in respect of your Units under Applicable Laws or in other circumstances as Manulife IM (Singapore) or the Custodian may determine. To the extent permissible under Applicable Laws, each of Manulife IM (Singapore) and the Custodian is entitled in its sole and absolute discretion to refuse to accept your instruction in relation to the above matters. Even if Manulife IM (Singapore) or the Custodian makes any such collection or receipt, takes any such action or gives you any such notification or takes any action pursuant to any such notification hereunder, neither the Custodian, Manulife IM (Singapore) nor any Manulife Group Company shall have any liability in respect of any inaccuracy, delay or inability to complete any such action, nor any obligation to continue or repeat any such action.
- (i) You agree and acknowledge that the Units are placed with the Custodian at your own risk, and neither Manulife IM (Singapore) nor any Manulife Group Company shall be held liable if the Units are subject to acquisition, requisition, expropriation, or confiscation or if there is any restriction on the repatriation, transferability or distribution of a Fund (or any funds realised upon the liquidation) or if there is any Loss or diminution to the Units.
- (j) Notwithstanding anything to the contrary, you shall be responsible for any tax incurred by the Custodian in respect of any Units held for you in your Manulife iFUNDS Account other than any such tax which may be incurred solely by reason of the Custodian holding those Units in its name and which would not have been incurred had you held the relevant Units directly in your name.
- (j) Manulife IM (Singapore) shall have a general lien over your Manulife iFUNDS Account, any Units and cash credited to your Manulife iFUNDS Account and any and all other property and rights you may have in connection with the Manulife iFUNDS Account for all amounts payable to Manulife IM (Singapore) by you whether present or in the future, actual or contingent and in any currency. Manulife IM (Singapore) may exercise its rights under such lien at any time and for this purpose you authorise Manulife IM (Singapore) to dispose or initiate a disposal by the Custodian of any of the Units held for you in settlement of any amounts owed by you to Manulife IM (Singapore).

5.5. Your Cash Account

- (a) You acknowledge that the Custodian shall hold all cash deposited in the Trust Account (which will be distinguished and maintained separately from any other account in which the Custodian deposits its own moneys) on trust for you and the Custodian's other customers.

- (b) You acknowledge that your cash will be deposited in Trust Account(s) with, and commingled with, the cash of other customers of the Custodian.
 - (c) You will not receive any interest on cash deposited or held in your Manulife iFUNDS Account. You acknowledge that excess cash held in your Manulife iFUNDS Account (if not used to subscribe to Funds) may be automatically invested in one or more money market funds. The names of the money market funds will be set out in the **Terms of Service**. You authorise Manulife IM (Singapore) to instruct the Custodian to invest your excess cash above such threshold as Manulife IM (Singapore) prescribes, into the money market funds, and you acknowledge that the Fund Offering Documents for the money market funds are available on the iFUNDS Platform and you have read carefully and understood, the Fund Offering Documents for the money market funds. You acknowledge that if you do not wish for your excess cash to be invested in the money market funds, you may opt out by submitting the relevant form prescribed by Manulife IM (Singapore) from time to time. Such instructions shall be processed in accordance with and subject to the terms and conditions stated on the relevant form. You acknowledge that Manulife IM (Singapore) earns a trailer fee from the fund managers of the money market funds.
 - (d) All amounts payable under this Agreement, including as required to effect your Client Instructions, or for settlement of any fees or amounts owing to Manulife IM (Singapore) or the Custodian, shall be withdrawn from the Trust Account and debited from your Cash Account.
 - (e) All amounts received under this Agreement, including amounts received from you, the proceeds of redemption of Units and interest, dividends or other payments or distributions of income in respect of Units, shall be deposited into the Trust Account and credited to your Cash Account.
 - (f) You agree that Manulife IM (Singapore) may instruct the Custodian to withhold or deduct any amount which is required to be withheld or deducted to comply with Applicable Laws from any payment payable by or to you, or credited to or debited from your Cash Account. You acknowledge that Manulife IM (Singapore) and Manulife Group Companies shall not be required to make any payment or disbursement to you for any such amount withheld or deducted nor be liable therefor.
- 5.6 You acknowledge that if you redeem any SRS Units, the redemption proceeds, if received by the CPF Investment Administrator before the settlement date of the relevant transaction, may temporarily be automatically invested in one or more money market funds until the settlement date. The names of the money market funds will be set out in the **Terms of Service**. You authorise Manulife IM (Singapore) to instruct the CPF Investment Administrator to invest the redemption proceeds from your SRS Units which are above such threshold as Manulife IM (Singapore) prescribes, into the money market funds, and you acknowledge that the Fund Offering Documents for the money market funds are available on the iFUNDS Platform and you have read carefully and understood the Fund Offering Documents for the money market funds. You acknowledge and agree that Manulife IM (Singapore) will, as soon as reasonably practicable, arrange for such units in the money market funds to be redeemed and for the proceeds of redemption of such units to be paid to your SRS Account. You acknowledge that the price of the SRS Units and the relevant money market fund may fluctuate during the redemption process described above, and that the proceeds of redemption that are paid to your SRS Account may be more or less than the indicative redemption proceeds shown on the iFUNDS Platform.

6. **Electronic Dissemination and Other Communications of Documents**

- 6.1 You acknowledge and consent that all information and documents regarding your Client Instructions or requests and your Manulife iFUNDS Account may be sent to you by electronic means or such other means permitted by Applicable Laws ("**e-dissemination**"). Such information or documents shall include, without limitation, product documents such as Fund Offering Documents, notices, announcements and other communications, as well as trade documents such as contract notes, statements of account, and receipts, as applicable. Provision of information and documents to you by making such information or documents on the iFUNDS Platform and/or other electronic media accessible by you shall be deemed duly delivered by electronic (or other) means if notification has been provided to you at your email address, mobile number, via short message service ("**SMS**") and/or other electronic address currently on record with Manulife IM (Singapore).
- 6.2 You acknowledge and accept the terms and conditions for our e-dissemination service (which you can view on the iFUNDS Platform and/or other electronic media):
- (a) e-dissemination services may be subject to certain information technology risks and disruption. You may incur additional costs, such as internet access fee, telecommunication charges, etc. for using our e-dissemination service;
 - (b) appropriate computer equipment and software, internet and/ or other network access and your email address, mobile number and/or other electronic address currently on our record are required for using our e-dissemination service. You should inform us immediately upon a change in your email address, mobile number and/or other electronic address currently on record with Manulife IM (Singapore);
 - (c) where we send you emails and/or other electronic notification, such email and/or other electronic notification will serve to inform you that a document in connection with your Manulife iFUNDS Account has been posted on the iFUNDS Platform and/or other electronic media accessible by you and you should therefore check your email and/or other electronic notification regularly. If we become aware that email(s) and/or other electronic notification sent to you cannot be delivered for any reason, we may notify you by post or such other means as applicable;
 - (d) you should promptly review the documents in connection with your Manulife iFUNDS Account as available on the iFUNDS Platform and/or other electronic media upon receipt of our email and/or other electronic notification to ensure that any error in the documents are detected and reported to us as soon as practicable;
 - (e) you should save electronic copies of the documents in your own computer storage or print hard copies of such documents in connection with your Manulife iFUNDS Account for your future reference;
 - (f) your access to trade documents in connection with your Manulife iFUNDS Account is protected by your Security Codes. You should notify Manulife IM (Singapore) immediately if you become aware or suspect that any of your Security Code(s) is/are obtained by any unauthorized person, or that unauthorized use of any of your Security Codes may be occurring; and
 - (g) your trade documents are available for online access, review and downloading for a period not less than the retrieval periods specified under Applicable Laws.
- 6.3 Manulife IM (Singapore) shall provide you with contract notes in accordance with Applicable Laws and periodic statements reflecting the activity in your Manulife iFUNDS Account. The contract note or statement will be conclusive and binding if not objected to in writing to our email

address specified under the **Terms of Service** within seven (7) days after issuance by Manulife IM (Singapore). Failure to notify Manulife IM (Singapore) shall also preclude you from asserting at any later date that such transaction was unauthorised.

- 6.4 Communications will be sent to the email (or such other electronic) address of the Manulife iFUNDS Account holder. All communications so sent, whether by email or otherwise, shall be deemed given to you personally whether actually received or not.
- 6.5 You warrant that the email (or such other electronic) address currently on record with Manulife IM (Singapore) is the email (or such other electronic) address where you personally receive communications.

7. Anti-Money Laundering

We reserve the right to request, and you warrant that you will submit to us without undue delay, such information as is necessary (including but not limited to information required in the **Privacy Policy**, the **Terms of Service**, your **Client Profile** or **Risk Profile**, as applicable) to comply with Applicable Laws, ascertain and verify your identity and your source of funds and wealth and (if applicable) anticipated level and nature of transactions. In the event that such a request is made and there is delay or failure by you to produce any information required for verification purposes, or if any information provided is found to be false or misleading, this may result in your Client Instructions or requests being rejected, or in the case of a redemption request, the transfer agent of the relevant Fund may hold the redemption proceeds (without interest), or we may retain your cash in your Cash Account and not release them until such information is produced.

8. Personal Data

- 8.1 You consent to the collection, use, and disclosure of any Personal Data relating to, or provided by, you, in accordance with our **Privacy Policy**.
- 8.2 You warrant that where any Personal Data is disclosed to Manulife IM (Singapore), all such Personal Data is complete, accurate and true.
- 8.3 You consent to Manulife IM (Singapore) making available to the Custodian, and the Custodian making available to Manulife IM (Singapore), any and all of the particulars of or relating to your account (including any and all of your Personal Data), including but not limited to information relating to you, your investments including investment holdings, any transaction or dealing for your account, for any purpose whatsoever, including by providing each other with online or electronic access to your account information, and you instruct each of Manulife IM (Singapore) and the Custodian to make available the aforementioned information to each other forthwith upon request.

9. Collection and Exchange of Information

- 9.1 You understand Manulife Group Companies, or other members, agents, contractors or third party service providers of Manulife IM (Singapore) or the Funds (altogether the "**Funds' relevant persons**" or "**Fund's relevant person(s)**") have operations in many countries around the world. You acknowledge that the Funds' relevant persons (including us) or any of their funds, may be subject to various obligations (including reporting and disclosure requirements) from time to time in relation to any Fund's relevant person(s) or the Fund and/or to any Applicable Law including in relation to tax matters ("**tax requirements**").
- 9.2 You agree to provide Manulife IM (Singapore) (including for and on behalf of or at the request of any Fund's relevant person(s)) with such information, materials and documents in such

manner and take such steps and by such time as prescribed by Manulife IM (Singapore) (or any Fund's relevant person(s)) from time to time to enable Manulife IM (Singapore) or any Fund's relevant person(s) to effect an instruction, your Client Instruction, perform the services herein including whether or not in relation to the above tax requirements and/or to comply with any document in respect of any Unit, Applicable Law and market practice.

- 9.3 Manulife IM (Singapore) is authorised to take such steps as it may consider expedient to enable it to provide services to you including the right to withhold and/or make payment of any tax or duty payable on or in respect of the Units without any liability thereof or to deduct any charges in relation to redemptions from the relevant redemption proceeds and to disclose information about you (including your authorised person(s) and beneficiaries) or any Unit or any transaction in your Manulife iFUNDS Account in accordance with Applicable Laws or to any Fund's relevant person(s) (or its representatives) upon request. The above processes together with the related data processes may involve a transfer of information outside Singapore and may also involve the transfer of data through intermediaries, service providers, counterparties or government bodies/authorities. If a payee or third party information is involved in such transfer, you warrant that you have obtained all necessary consent from him/her in providing the agreement under this Clause 9 for Manulife IM (Singapore) to collect, use and disclose such information for the purposes of this Clause 9.
- 9.4 You will notify us as soon as practicable and in any event within thirty (30) days in writing of any circumstance that could result in a change to your taxpayer status, including any change of citizenship or residence or telephone number or address. Such notification shall be submitted in accordance with the instructions stated on the relevant form for change of particulars prescribed by Manulife IM (Singapore) from time to time. You acknowledge that it is your responsibility at all times to ensure that the information reflected on your profile page available on the iFUNDS Platform is up to date, regardless of whether you have notified such change to Manulife IM (Singapore) or the representative of the Manulife Financial Adviser that you have selected.
- 9.5 Notwithstanding any other provision and subject to Applicable Laws, you shall not exercise any right under any Applicable Law that would prevent us from the collection or sharing of information as mentioned above or from meeting the tax requirements in relation to you or your heirs or successors.
- 9.6 You agree that, at our sole discretion, we may withhold payments under, suspend dealings in Units or terminate this Agreement or your Manulife iFUNDS Account (or any issuer of the Funds as applicable may withhold payments or suspend dealings) with immediate or subsequent effect if you or your heirs or successors fail to provide us with the information referenced above or if at any time you withdraw the consent/agreement under this Clause 9 (wholly or partially) or contest (wholly or partially) such consent/agreement. You agree to hold harmless, indemnify and to keep Manulife IM (Singapore) fully indemnified from and against any amount of payment, withholding or deduction referred to in this Clause 9 that is in excess of such amount as may be standing to your Manulife iFUNDS Account. You agree that Manulife IM (Singapore) shall not be responsible for or liable to you for any loss to you arising as a result of any act or omission or any error of judgment not amounting to actual fraud in complying with Manulife IM (Singapore)'s reporting or other obligations under Applicable Laws.

10. Dividend Income

- 10.1 Subject to the terms and rules under which Units are issued, you may be able to indicate for certain Funds on the iFUNDS Platform if you would like your dividend income from Units of that Fund to be reinvested in the same type of Units or to be credited to your Cash Account.

Submission of any change of instructions for reinvestment or payout option shall be made through relevant forms as prescribed by Manulife IM (Singapore) from time to time, and such instructions shall be processed in accordance with and subject to this Agreement and the terms and conditions stated on the relevant forms.

- 10.2 You acknowledge that such reinvestment transactions will be subject to the handling arrangement as agreed between Manulife IM (Singapore) and the Funds (or their representatives or distributors). Manulife IM (Singapore) will effect the transaction as soon as practicable, however, the execution of such transaction may not coincide with the timeframe stipulated in the relevant Fund Offering Documents.

11. Reports and Voting

- 11.1 Subject to the requirements of Applicable Laws, Manulife IM (Singapore) and the Custodian shall have no duty or obligation to exercise the voting rights or other elective rights of the investments subscribed/ acquired or received/held for you.
- 11.2 Under such circumstance, you agree that Manulife IM (Singapore) and the Custodian shall be exempted from any duty and obligation in respect of notification and delivery of any proxy or other document issued to you, unless otherwise provided in Applicable Laws.

12. Representations and Warranties

- 12.1 You hereby represent and warrant that:
- (a) unless otherwise notified to Manulife IM (Singapore), you are the ultimate beneficial owner and shall have effective control of your Manulife iFUNDS Account, and of all the Units to be subscribed through Manulife IM (Singapore), and/or the Units and credit balance in the Cash Account held in your Manulife iFUNDS Account. No person other than you will have any right, title or interest in, security or any encumbrance over or influence or control over your Manulife iFUNDS Account and/or any Units or cash in or in respect of your Manulife iFUNDS Account;
 - (b) you have the requisite legal capacity, full power and authority to enter into and perform your obligations under this Agreement and any Dealing Transaction or to give any Client Instruction contemplated hereunder and to execute any necessary document, form and to make any required representation;
 - (c) this Agreement constitutes and any future Client Instruction will constitute a legally binding and enforceable obligation on your part;
 - (d) you are not an undischarged bankrupt and are not aware of any existing circumstances, actions, proceedings or threats thereof within the past 12 months that may result in you being adjudged a bankrupt and no bankruptcy order has been made against you or is/are pending against you during that period, whether in Singapore or elsewhere;
 - (e) you have received the latest version of and have read carefully and understood the Fund Offering Documents and you are subscribing for or purchasing the Units on this basis;
 - (f) you give all the representations, warranties and undertakings which an applicant, investor or holder of a Fund is required to give (whether to the Fund, their fund managers or other representatives, or any other relevant regulators or persons), including but not limited to those required to be given pursuant to the relevant Fund Offering Documents;
 - (g) you have read, understood and acknowledged the risk disclosures in Schedule 2 of this Agreement;

- (h) all Dealing Transactions on the iFUNDS Platform have been recommended to you or otherwise raised for your approval by a representative of the Manulife Financial Adviser as part of the financial advisory service which it provides to you;
- (i) you are solely responsible for selecting the representative of the Manulife Financial Adviser who will recommend to you or otherwise raise for your approval Dealing Transactions on the iFUNDS Platform;
- (j) any statement or conduct by a representative of a Manulife Financial Adviser does not create, vary or waive any rights and obligations of Manulife IM (Singapore) under this Agreement;
- (k) you have carefully reviewed the Dealing Transactions which are recommended to you or otherwise raised for your approval by the representative of the Manulife Financial Adviser, and have made an independent and considered decision in giving your Client Instructions to Manulife IM (Singapore);
- (l) you have at all times been provided with sufficient opportunity to request your Manulife Financial Adviser or the representative of the Manulife Financial Adviser that you have selected for advice concerning any Fund which is the subject of a Dealing Transaction, and where you choose not to accept such advice from your Manulife Financial Adviser or the representative of the Manulife Financial Adviser that you have selected, you are responsible to independently assess that the Fund is suitable for you taking into consideration your specific investment objectives, financial situation and particular needs;
- (m) all information provided in your **Client Profile, Risk Profile** and in connection with this Agreement is true, complete and accurate to your best knowledge and belief;
- (n) you shall be fully responsible for the representations made in your **Client Profile, Risk Profile** and this Agreement and that Manulife IM (Singapore), Manulife Group Companies, the Bank and the Custodian shall not be held responsible for any Loss incurred as a result of Manulife IM (Singapore), Manulife Group Companies, the Bank and the Custodian entering into any Dealing Transaction or investment or processing any Client Instruction on your behalf based on your representations;
- (o) Manulife IM (Singapore) does not assume any advisory, fiduciary or other similar duties towards you;
- (p) you are not prohibited or restricted by any Applicable Law or the Fund Offering Documents from subscribing, holding, redeeming, switching, transferring or entering into any transaction in respect of any Unit;
- (q) you are in compliance with all Applicable Laws including the requirement for any consent needed to enter into the transactions in respect of any Unit;
- (r) you will not do, and will refrain from doing, anything which may hinder or prevent us from carrying out our duties or obligations (including statutory obligations) or which may cause us to breach any law or regulation to which we are subject;
- (s) all monies paid or to be paid by you in relation to your activities on the Manulife iFUNDS Platform originate from legitimate sources and do not constitute any of: (i) the benefits of criminal conduct or drug dealing within the meaning of the Corruption, Drug Trafficking and Other Serious Crimes (Confiscation of Benefits) Act 1992 of Singapore; or (ii) the property of terrorists or funds derived or generated from the property of terrorists, or property provided, collected, used or held for terrorist purposes within the meaning of the Terrorism (Suppression of Financing) Act 2002 or the United Nations (Anti-Terrorism Measures) Regulations of

Singapore; or (iii) property illegally obtained by an organised criminal group or used by an organised criminal group to commit or facilitate the commission of an offence as prohibited under the Organised Crime Act 2015 of Singapore; or (iv) funds, financial assets or economic resources within the meaning of the regulations on targeted financial sanctions issued by MAS pursuant to section 192 of the Financial Services and Markets Act 2022 of Singapore;

- (t) you shall at all times inform yourself as to the relevant legal, tax, exchange control regulations and restrictions on investments in force in the countries of your citizenship, residence or domicile;
 - (u) you are not a U.S. Person nor are you purchasing securities as a U.S. Person as defined in Regulation S under the United States Securities Act of 1933, as amended, or acting for the account or benefit of a person within the United States, and you are purchasing securities outside the United States in an “offshore transaction” as defined in Regulation S;
 - (v) you are responsible for your own tax affairs and you have not committed or been convicted of any tax crimes; and
 - (w) this Agreement shall apply to each and every of your Manulife iFUNDS Accounts and to each and every of your Client Instruction under your Manulife iFUNDS Account(s).
- 12.2 You represent that you have complied with, and will continue to comply with, all Applicable Laws and that the above representations and warranties are deemed repeated each time you open a Manulife iFUNDS Account and each time you instruct us to process a Client Instruction with respect to your Manulife iFUNDS Account.
- 12.3 You undertake to promptly notify Manulife IM (Singapore) in the event of any change to any of the information you have provided to Manulife IM (Singapore) under or in connection with this Agreement. Without prejudice to the generality of the foregoing, you shall inform Manulife IM (Singapore) promptly upon a change to your details that you have provided to us, including your name, identification number, citizenship, email address, mobile number, residential address, and tax residency status. Such notification shall be submitted in accordance with the instructions stated on the relevant form for change of particulars prescribed by Manulife IM (Singapore) from time to time. You acknowledge that it is your responsibility at all times to ensure that the information reflected on your profile page available on the iFUNDS Platform is up to date, regardless of whether you have notified such change to Manulife IM (Singapore), the Manulife Financial Adviser or the representative of the Manulife Financial Adviser that you have selected.

13. Liability

- 13.1 You agree to indemnify Manulife IM (Singapore) against all liabilities incurred by Manulife IM (Singapore) in connection with your investments, other than liabilities caused as a direct result of Manulife IM (Singapore)’s gross negligence, knowing default, or breach of this Agreement. You agree that Manulife IM (Singapore) is not liable for any indirect, special or consequential Loss or for any Loss (including loss of profits) caused through a fall in value of investments.
- 13.2 Notwithstanding any other provision of this Agreement, Manulife IM (Singapore)’s maximum cumulative liability to you or to any other party for any losses under, arising out of or relating to the use of and/or access to the iFUNDS Platform will not exceed S\$10,000.
- 13.3 Frequent trading and market timing activities are strictly prohibited by Manulife IM (Singapore), Manulife Fund Issuers and Third Party Fund Issuers in the interest of the Funds. Short term or excessive trading into and out of the Funds may harm performance by disrupting portfolio management strategies and by increasing expenses. You understand and agree that if you

engage or are suspected to be engaging in excessive trading or market timing in contravention of such Applicable Laws or policies of the relevant Fund issuer as described in the Fund Offering Documents, an additional fee may be imposed by Manulife IM (Singapore), or where permitted by the relevant Fund Offering Documents, the relevant Manulife Fund Issuer or the relevant Third Party Fund Issuer. In addition, Manulife IM (Singapore), or the relevant Manulife Fund Issuer or Third Party Fund Issuer, as applicable, reserves its right to reject a Dealing Transaction instruction and/or we may terminate your Manulife iFUNDS Account, especially where transactions are deemed disruptive, particularly from market timers or investors who, in their opinion, have a pattern of short term or excessive trading or whose trading has been or may be disruptive to the Funds. For more information on each Fund's frequent trading and market timing policies, please refer to the relevant Fund Offering Documents.

- 13.4 For the purposes of this Clause, references to Manulife IM (Singapore) include the Custodian, the Bank, Manulife IM (Singapore) and any relevant Manulife Group Company.

14. Charges, Fees and Expenses

- 14.1 Manulife IM (Singapore) shall be entitled to charge you a platform fee which is subject to change at Manulife IM (Singapore)'s discretion. Any platform fee payable will be published on the iFUNDS Platform. The introduction of, and changes in, the platform fee will be notified to you not less than thirty (30) days' written notice before the effective date.
- 14.2 Our fees, charges and expenses for dealing in the Funds shall be charged in accordance with the type of Manulife iFUNDS Account you have, and as further set out in the **Terms of Service**. In addition, you will reimburse Manulife IM (Singapore), Manulife Group Companies, the Bank and the Custodian for any fee, charge and expense they incur on your behalf in connection with any dealing in your Manulife iFUNDS Account (including, without limitation, bank fees and charges), including as specified in this Agreement or in the Fund Offering Documents.
- 14.3 All charges, fees and expenses payable by you are exclusive of any applicable taxes (including GST). You shall be responsible to pay all applicable taxes (including GST) and duties.

15. Commissions, Trailer Fees and Other Monies and Conflicts of Interest

- 15.1 In addition to the fees payable by you above, Manulife IM (Singapore) may from time to time (to the extent not prohibited by any Applicable Law) receive and retain monetary and non-monetary benefits including fees, commissions, trailer fees and/or other monies (i) from issuers of the Funds (including Manulife Funds and Third Party Funds) which Manulife IM (Singapore) distributes under this Agreement, in relation to your investment in the Funds which are attributable to the services provided by Manulife IM (Singapore) pursuant to this Agreement, (ii) as management or advisory fees for certain of the Funds of which Manulife IM (Singapore) may also be the appointed investment manager or investment advisor (and where Funds are managed or advised by a Manulife Group Company, such management or advisory fees will be received by such Manulife Group Company) and (iii) as the appointed Singapore representative of certain Funds which are managed or issued by a Manulife Group Company. You consent to Manulife IM (Singapore) receiving and retaining such monetary and non-monetary benefits including fees, commissions, trailer fees and/or other monies (see also **Terms of Service**). Neither the receipt nor the retention by Manulife IM (Singapore) (or a Manulife Group Company, as applicable) of such monetary and non-monetary benefits including fees, commissions, trailer fees and/or other monies shall be construed as giving rise to any breach of fiduciary duty or equitable duty that Manulife IM (Singapore) may owe to you.
- 15.2 Manulife IM (Singapore) and any Manulife Group Company may deal in Units for its own account or for the account of its other clients.

- 15.3 In providing the services under this Agreement, any Manulife Group Company may act as principal with respect to such services or any holdings held by you in your Manulife iFUNDS Account or may effect other related transactions in which any Manulife Group Company may have, directly or indirectly, a material interest or a potential conflict with respect to you.
- 15.4 Manulife IM (Singapore) is authorised to enter into any transaction with any Manulife Group Company and Manulife IM (Singapore) may be interested in any transaction and shall not be accountable to you for any profit or benefit arising therefrom.
- 15.5 Manulife IM (Singapore) or any Manulife Group Company may have banking or other financial relationships with the fund manager, distributor or issuer of any Fund, the Bank or the Custodian.
- 15.6 In providing services under this Agreement to you, Manulife IM (Singapore) shall act as your agent and not as principal in relation to any transaction effected by Manulife IM (Singapore) on your behalf unless otherwise indicated.

16. Termination

- 16.1 This Agreement shall continue and remain in force unless and until terminated:
- (a) by either party giving to the other not less than thirty (30) days' written notice to terminate; or
 - (b) by either party having committed any material breach of its obligations under this Agreement or any Applicable Law, and if such breach is capable of being made good, having failed to make good such breach within thirty (30) days of receipt of written notice from the non-breaching party requiring it so to do, upon which the non-breaching party may by written notice elect to terminate the Agreement with immediate effect; or
 - (c) with immediate effect by notice in writing by either party if the other party has been made bankrupt or insolvent or has been liquidated or dissolved (except a voluntary liquidation or a voluntary dissolution for the purposes of reconstruction or amalgamation upon terms previously approved in writing by the notifying party) or the other party is otherwise unable to pay its debts as they fall due under the laws of any jurisdiction to which it may be subject or if a receiver is appointed over any of its assets; or
 - (d) with immediate effect by Manulife IM (Singapore) on giving written notice if the provision of the services under this Agreement would be contrary to any Applicable Law or your Manulife iFUNDS Account is terminated for other reasons permitted by this Agreement.
- 16.2 Any Manulife iFUNDS Account that has been opened but not funded by you for 6 months from the date of account opening will be deemed as an unactivated account and Manulife IM (Singapore) may, in its sole discretion, review such account for closure and terminate such unactivated account with immediate effect by giving written notice to you.
- 16.3 Your Manulife iFUNDS Account will be deemed as dormant if there has been no login or trade activity in your Manulife iFUNDS Account for any rolling period of 2 years. For the avoidance of doubt, we will continue to apply and set off any applicable costs, fees, expenses and taxes payable by you against your dormant Manulife iFUNDS Account. Manulife IM (Singapore) may, in its sole discretion, review such account for closure and terminate such dormant Manulife iFUNDS Account with immediate effect by giving written notice to you.

- 16.4 Upon termination of your Manulife iFUNDS Account for any reason, you will be deemed to have given Manulife IM (Singapore) instructions to, at its discretion:
- (a) cause any Units held by the Custodian for your Manulife iFUNDS Account to be redeemed or otherwise dealt with on the effective date of termination of this Agreement, or if that day is not a dealing day or is after the latest time for dealing as specified by Manulife IM (Singapore), on the next dealing day ("**Termination Date**") and for the redemption or dealing proceeds thereof (after settling any outstanding liabilities, costs and expenses owed to Manulife IM (Singapore) or any Manulife Group Company) to be remitted to you and/or settle any liability incurred by you, or Manulife IM (Singapore) or the Custodian on your behalf;
 - (b) cause any Units not yet redeemed and held by the Custodian for your Manulife iFUNDS Account to be transferred by the Custodian on the Termination Date directly into your name; and
 - (c) cancel any unexecuted transactions.
- 16.5 In the event that your Manulife iFUNDS Account is terminated and we determine in good faith that we are unable to contact you, you acknowledge that any Units in the Custody Account that are not yet redeemed and continue to be registered in the Custodian's name, and any cash in the Trust Account that continue to be held by the Custodian for you, will be handled by the Custodian in accordance with its policies and procedures on dealing with unclaimed monies and assets.
- 16.6 Termination of this Agreement shall be without prejudice to the completion of Client Instructions already initiated.
- 16.7 Termination will not affect accrued rights, indemnities, existing commitments or any contractual provision intended to survive termination.
- 17. Confidentiality**
- 17.1 Manulife IM (Singapore) shall regard all information not already within the public domain which Manulife IM (Singapore) acquired from you or by virtue of our performance of services hereunder as strictly confidential and held by us in strict confidence, solely for your benefit and use and subject always to Applicable Laws, save as provided for under this Agreement (including but not limited to, Clauses 8 and 9 and the provisions of the **Privacy Policy**), shall not be directly or indirectly disclosed by Manulife IM (Singapore) to any person whatsoever, without your prior written consent.
- 17.2 You shall similarly hold confidential and shall not disclose to any person information, not already in the public domain, including information found in the transaction advices or other statements provided by Manulife IM (Singapore) to you.
- 18. Assignment and Delegation**
- 18.1 You consent to Manulife IM (Singapore) assigning to any appropriate Manulife Group Company all or any of its benefits and obligations under this Agreement. You will be notified of any such assignment.
- 18.2 Manulife IM (Singapore) may appoint any person (whether or not a Manulife Group Company) to advise on or perform any of its functions or responsibilities under this Agreement and subject to Clauses 8 and 9, may provide information about you and your investments to any such person.

19. Amendments

Manulife IM (Singapore) may amend the terms of this Agreement by giving you a notice in writing (by email or other electronic notification or through the iFUNDS Platform, or as determined by Manulife IM (Singapore)). Manulife IM (Singapore) may re-issue such terms, in whole or in part, to you at any time in the event of a material change in the information provided herein. The amended terms will become effective from the date of re-issue by Manulife IM (Singapore) or the effective date as specified on the notification, whichever is later. In addition, if at any time you request the latest available terms, Manulife IM (Singapore) will supply a copy free of charge.

20. Law

This Agreement will be governed by and construed in accordance with Singapore laws. You and Manulife IM (Singapore) submit to the exclusive jurisdiction of the Singapore courts to settle any dispute arising under or in connection with this Agreement.

21. Rights of Third Parties

Unless expressly provided to the contrary in this Agreement, no person other than you, Manulife IM (Singapore), any Manulife Group Company, the Custodian or any Fund's relevant person(s) (or each of their permitted successors or assignees) will have any right under the Contracts (Rights of Third Parties) Act 2001 of Singapore to enforce or enjoy the benefit of any of the provisions of this Agreement. Notwithstanding any provision of this Agreement, the consent of any person who is not a party to this Agreement is not required to rescind or vary this Agreement at any time.

SCHEDULE 1 – ADDITIONAL TERMS FOR SINGAPORE CLIENTS

The additional terms and conditions in this Schedule apply to you if you are a Singapore resident customer.

1. Representations and Warranties

- (a) In addition to the representations and warranties provided by you pursuant to Clause 12 of the Agreement, you represent and warrant that:
 - (i) where you elect to invest your CPF monies:
 - (1) you have sufficient CPF monies in your CPF Investment Account or CPF Special Account (as the case may be);
 - (2) you meet the requirements in the CPF Investment Scheme;
 - (3) you comply with applicable laws, rules, regulations and requirements under the CPF Act and the Central Provident Fund (Investment Schemes) Regulations; and
 - (4) all information provided by you to Manulife IM (Singapore) in connection with your investment of CPF monies is true, complete and accurate.
 - (ii) where you elect to invest your SRS monies:
 - (1) you have sufficient monies in your SRS Account;
 - (2) you meet the requirements in the Supplementary Retirement Scheme;
 - (3) you comply with applicable laws, rules, regulations and requirements under the Income Tax Act and the Income Tax (Supplementary Retirement Scheme) Regulations 2003; and
 - (4) all information provided by you to Manulife IM (Singapore) in connection with your investment of SRS monies is true, complete and accurate.

2. General

- (a) You acknowledge and agree that in the case of CPF Units and SRS Units, Manulife IM (Singapore) may instruct a CPF Investment Administrator to (and you hereby irrevocably authorise Manulife IM (Singapore) to instruct such CPF Investment Administrator on your behalf to) submit to the Approved Agent Bank, the CPF Board or SRS Operator (as applicable), all instructions and such other relevant information as may be required from the Approved Agent Bank, the CPF Board or SRS Operator (as applicable). You shall be entitled to the CPF Units or SRS Units (as applicable) only after the relevant Manulife Fund Issuer or Third Party Fund Issuer (as applicable) has received payment from the relevant Approved Agent Bank, CPF Board, or SRS Operator (as applicable), notwithstanding that such Units may have been deemed to be issued at a date earlier than the date of receipt of payment.
- (b) You undertake to do all that is necessary or to procure that all that is necessary be done, in each case in the reasonable opinion of the CPF Investment Administrator instructed by Manulife IM (Singapore), to authorise and facilitate the deduction from and crediting to your CPF Investment Account, CPF Special Account or SRS Account (as applicable) of monies by such CPF Investment Manager in connection with any subscription (or cancellation thereof) or redemption of CPF Units or SRS Units (as applicable).

- (c) Manulife IM (Singapore) shall be entitled to reject Client Instructions:
- (i) for the subscription of CPF Units in a Fund which has ceased to be an eligible investment product under the CPF Investment Scheme for any reason whatsoever;
 - (ii) for the subscription of SRS Units in a Fund which has ceased to be an eligible investment product under the SRS for any reason whatsoever;
 - (iii) for the subscription of CPF Units where you do not have sufficient funds in your CPF Investment Account or CPF Special Account (as the case may be) to meet the purchase price of such CPF Units and any fees, charges or expenses incurred in connection therewith;
 - (iv) for the subscription of SRS Units where you do not have sufficient funds in your SRS Account to meet the purchase price of such SRS Units and any fees, charges or expenses incurred in connection therewith;
 - (v) for the subscription of CPF Units where payment from your CPF Investment Account or CPF Special Account (as the case may be) has not been received by Manulife IM (Singapore) or the relevant CPF Investment Administrator in full or in part for any reason whatsoever within such time as Manulife IM (Singapore) or the relevant CPF Investment Administrator considers necessary for it to meet any timelines as may be stipulated by Manulife Fund Issuers or Third Party Fund Issuers (as applicable) for such subscription;
 - (vi) for the subscription of SRS Units where payment from your SRS Account has not been received by Manulife IM (Singapore) or the relevant CPF Investment Administrator in full or in part for any reason whatsoever within such time as Manulife IM (Singapore) or the relevant CPF Investment Administrator considers necessary for it to meet any timelines as may be stipulated by Manulife Fund Issuers or Third Party Fund Issuers (as applicable) for such subscription;
 - (vii) for the subscription (or cancellation thereof), redemption, switching or transfer of CPF Units or SRS Units (as applicable) where the proposed transaction is in Manulife IM (Singapore)'s reasonable opinion, not permitted under the CPF Act, the Central Provident Fund (Investment Schemes) Regulations or any other Applicable Law.
- (d) Manulife IM (Singapore) reserves the right to recover from you any Loss that Manulife IM (Singapore) may suffer or incur arising from or in connection with the circumstances set out in paragraphs 2(c)(iii) and 2(c)(iv) of this Schedule.
- (e) Notwithstanding Clause 17 of this Agreement, Manulife IM (Singapore) or the relevant CPF Investment Administrator may in its absolute discretion disclose information acquired from you or by virtue of our performance of services under this Agreement at the request of any government body or authority, including but not limited to the CPF Board, whether such request has been made pursuant to an order of a court of competent jurisdiction or otherwise.

SCHEDULE 2 – RISK DISCLOSURES

This Schedule covers the risks associated with Dealing Transactions that may be carried out through the iFUNDS Platform and forms an integral part of this Agreement. This is an important document which you should read carefully. This Schedule does not purport to disclose or discuss all of the risks and other significant aspects of any Dealing Transaction. In light of the risks, you should undertake such Dealing Transaction only if you understand the nature of the Funds and the contracts which you are entering into and the extent of your exposure to risk. If in any doubt, you should consult with your own legal, tax, financial or other professional advisers before entering into any particular Dealing Transaction.

By e-signing the account opening form on the iFUNDS Platform, you will be taken to have indicated your acknowledgement that you have read this Schedule 2 on risk disclosures and understand its contents.

1. Holding of customer's moneys

- (a) Your cash will be held by the Custodian on your behalf in Trust Account(s) opened and maintained by the Custodian with Bank(s) (which is distinguished and maintained separately from any other account in which the Custodian deposits its own moneys).
- (b) Please refer to the Custodian's terms, conditions and disclosures for details on the risks that you should be aware of in respect of the holding of your monies by the Custodian.

2. Holding of customer's assets

- (a) Your Units will be held on your behalf by the Custodian and your Units will be registered in the name of the Custodian (or its sub-custodian or nominee).
- (b) Please refer to the Custodian's terms, conditions and disclosures for details on the risks that you should be aware of in respect of the custody of your assets by the Custodian, and for information on how the Custodian will hold your Units.

3. Investments in Funds

- (a) The prices of Units in a Fund will fluctuate, sometimes dramatically. The price of a Unit may move up or down, and Units may become valueless. An investment in any Fund is subject to various risks, and there can be no assurance that a Fund's investment objectives will be realised. The risks relating to a Fund will be set out in the Fund Offering Documents, which you should carefully review before deciding to invest. The past performance of a Fund should not be taken as an indication of its future performance. You should also understand that the issue, subscription and redemption price of units or shares in respect of any Fund is usually only indicative and not final and binding.
- (b) Investment in a Fund is meant to produce returns over the long term. You should not expect to obtain short-term gains from such an investment.
- (c) Some Funds may invest in derivative instruments which may involve additional risks. For example, where such instruments are used for leveraging they may cause greater volatility. Some Funds will potentially make extensive use of derivatives, including more complex derivative instruments or strategies to achieve the investment objective, and this may give rise to additional exposure in that performance may rise or fall more than it would have done otherwise. In adverse situations, a Fund's use of derivative instruments may become ineffective and the Fund may suffer significant losses. The use of derivatives may also give rise to liquidity, counterparty and valuation risks.

- (d) Under certain market conditions you may find it difficult or impossible to liquidate a position, to assess a fair price or assess risk exposure. This can happen, for example, where the market for a transaction is illiquid or where there is a failure in electronic or telecommunications systems, and where there is occurrence of a force majeure event. Such events will increase the risk of loss to you. The extent of market liquidity, in particular, would depend on the size of the market and therefore a Fund's ability to acquire or dispose of assets at the price and time desired. There may be state regulations governing the outward remittance by foreign investors of their share of net profits and dividends and repatriation of their investments in foreign currency.
- (e) The potential for profit or loss from transactions in foreign currency-denominated securities (traded locally or in other jurisdictions) will be affected by fluctuations in foreign exchange rates. When you transact in or hold Units denominated in foreign currency, you are exposed to the risk of currency movements. You should be aware that changes in the relevant foreign exchange rate may adversely affect the value of investments and investment returns.

4. Money market funds

Investing in money market funds is not the same as placing funds on deposit with a bank or deposit-taking company. Investments are subject to investment risks including the possible loss of the principal amount invested. Historically, investing in money market funds has had better yields than saving rates. However, past performance figures as well as any projection or forecast are not necessarily indicative of the future or likely performance of such funds. Investors should note that: (i) money market funds are unit trusts that invest in short-term deposits and high-quality debt securities, both local and foreign issuers may issue permissible debt securities; (ii) although the fund managers may seek to maintain or preserve the principal value of the money market funds, there can be no assurance that the funds will be able to meet their objectives; (iii) money market funds are not principal guaranteed unit trusts in that there is no guarantee as to the amount of capital invested and/or return received; (iv) unlike bank deposits, money market funds do not pay interest, and investors enjoy returns from the money market funds in the form of capital gains, which are generally not taxable under the current Singapore income tax laws; (v) the value of units in money market funds and the income from them may rise as well as fall.

5. Use of online platform

Any information including your portfolio holding information provided is for your reference only and may not show the correct value. Any account balance, projected returns, quoted prices, values, rates or other quotation provided is only indicative and are subject to change at any time without notice to you. Account overview displays portfolio return information based on financial information which may not be accurate or up to date. You should be aware that there are multiple methodologies in calculating portfolio return information and as such, the relevant information is provided to you for reference only. The actual price or net asset value of the Funds are determined based on forward pricing, and the net asset value shall be available only after the relevant transaction has been confirmed by the Manulife Fund Issuer or Third Party Fund Issuer or transfer agent of the relevant Fund. Formal accounts and statements will be sent to you in accordance with Applicable Laws. You should also be aware that there are risks involved in using an online platform such as the iFUNDS Platform, which are further detailed in the Terms of Use.

SCHEDULE 3 – DEALING TRANSACTIONS VIA EMAIL

1. Where Manulife IM (Singapore) notifies you and the Manulife Financial Adviser that you have selected in writing through posting a notice on the iFUNDS Platform that the execution of Dealing Transactions through the iFUNDS Platform is unavailable or malfunctioning, and that it is allowing Dealing Transactions to be furnished to Manulife IM (Singapore) through forms submitted via email:
 - 1.1. the Manulife Financial Adviser (through a representative of the Manulife Financial Adviser) may submit a request to execute a Dealing Transaction for you pursuant to the financial advisory services provided to you by the Manulife Financial Adviser by attaching the prescribed form that has been completed in the prescribed manner and signed by you, and sending such form (and any supporting documents as may be required by the relevant form) via email bearing the subject heading in the format prepared by Manulife IM (Singapore), to the designated email address of Manulife IM (Singapore) stated on the relevant form, and:
 - 1.1.1. any such Dealing Transactions in your name or for your Manulife iFUNDS Account received by Manulife IM (Singapore) in accordance with the method prescribed above shall be deemed to be an “Order” for the purposes of this Agreement; and
 - 1.1.2. any email that is sent in accordance with the method prescribed above shall be deemed to be the “Security Codes” of the representative of the Manulife Financial Adviser for the purposes of this Agreement;
 - 1.2. upon receipt of the prescribed form in accordance with paragraph 1.1 above, Manulife IM (Singapore) shall be entitled (but not obliged) to: (i) carry out verification of your signature on the form and (ii) process such Order(s) without the Manulife Financial Adviser’s further consent and without any further reference or notice to the Manulife Financial Adviser;
 - 1.3. if Manulife IM (Singapore) receives the request to execute a Dealing Transaction submitted in accordance with paragraph 1.1 above, Manulife IM (Singapore) shall be entitled (but not obliged) to arrange for the processing, execution and settlement of the Dealing Transaction. The iFUNDS Platform records linked to your Manulife iFUNDS Account will be updated after the Dealing Transaction has been executed and settled, after the iFUNDS Platform resumes availability. For the avoidance of doubt, emails sent by the Manulife Financial Adviser in accordance with paragraph 1.1 above do not have to be separately confirmed by you to Manulife IM (Singapore) in order for the Dealing Transaction to be processed by Manulife IM (Singapore); and
 - 1.4. if, Manulife IM (Singapore) receives a request from the Manulife Financial Adviser (through a representative of the Manulife Financial Adviser) to cancel the Dealing Transaction, Manulife IM (Singapore) may, in its sole discretion, permit the Manulife Financial Adviser to cancel a request to execute a Dealing Transaction provided that such request is received before Manulife IM (Singapore) processes the Dealing Transaction.
2. Any sending of emails and submission of forms or other documentation by the Manulife Financial Adviser or a representative of the Manulife Financial Adviser, Email Requests for Dealing Transactions and Manulife IM (Singapore)’s processing, execution and settlement of Dealing Transaction in relation to the Manulife Financial Adviser’s or a representative of the Manulife Financial Adviser’s submission, mentioned in paragraph 1 above shall be deemed to constitute a “Service” for the purposes of this Agreement.

3. All provisions in this Agreement relating to Orders, Security Codes, Services and Dealing Transactions shall apply to requests to execute Dealing Transactions submitted via email as described in this Schedule, mutatis mutandis, unless otherwise set out in this Schedule and references in the main body of this Agreement to Orders and Dealing Transactions transmitted through the iFUNDS Platform should be read to refer to Orders and Dealing Transactions transmitted through email as set out in this Schedule. In the event of any conflict or inconsistency in or between the provisions in the body of the Agreement and in this Schedule, the provisions in this Schedule will prevail with respect to such Orders and Dealing Transactions transmitted through email.

MANULIFE IFUNDS – TERMS OF SERVICE

Unless otherwise defined herein, all terms used in this Terms of Service shall have the same meaning as set out in the agreement governing the terms of your Manulife iFUNDS Account(s) with Manulife IM (Singapore) (“**Agreement**”).

A. MANULIFE IFUNDS ACCOUNT TYPE AND FEES

1. Wrap Fee

Wrap fees will be charged based on the type of Manulife iFUNDS Account:

- a) Up to 2% per annum for cash and SRS on the net asset value of the Units in the relevant Manulife iFUNDS Account
- b) Up to 0.4% per annum for CPF on the net asset value of the Units in the relevant Manulife iFUNDS Account

Wrap fees will be calculated daily and the total fee for each month will be deducted from your relevant account at the end of the month.

For Manulife iFUNDS Accounts funded by cash, your cash balance shall include any excess cash that has been invested into money market funds as part of the automatic-sweep feature of the Manulife iFUNDS Accounts. You acknowledge that Manulife IM (Singapore) may liquidate such Units invested into money market funds to settle any fees incurred. If there is no available cash balance, Manulife IM (Singapore) reserves the right to conduct liquidation of Units from the least volatile Fund to settle the outstanding debit balance in your Manulife iFUNDS Account.

2. Upfront Fee

Upfront fees will be charged on the subscription amount based on the type of Manulife iFUNDS Account that you have:

- a) Up to 5% for cash and SRS
- b) 0% for CPF

3. Other Fees, Charges and Expenses

You will need to bear any fees, charges and expenses incurred by Manulife IM (Singapore) or its service providers as required to effect your Client Instructions.

B. TERMS APPLICABLE TO ALL MANULIFE IFUNDS ACCOUNTS

- 1. You may only open one of each type of Manulife iFUNDS Account (unless otherwise permitted by Manulife IM (Singapore)). Each Manulife iFUNDS Account may be funded by cash, CPF Investment Account monies, CPF Special Account monies or SRS monies.
- 2. All references to AUM amounts indicated in S\$ shall also mean ‘or equivalent in relevant currency’.
- 3. You may fund your Cash Account in the following currencies: Singapore Dollar, Australian Dollar, United States Dollar, Hong Kong Dollar, Malaysian Ringgit, Japanese Yen, Pound Sterling, Euro, Canadian Dollar and Chinese Yuan.
- 4. You will arrange for your Cash Account to be appropriately funded by transferring the funds into the Custodian’s Trust Account(s). The available modes of payment/transfer and the details of the Custodian’s Trust Account(s) for each currency shall be made available or notified to you from time to time on or via the iFUNDS Platform.

5. Minimum investment amounts requirements per Fund shall apply to each of your Manulife iFUNDS Account in accordance with the Fund Offering Documents.
6. Any Manulife iFUNDS Account opened but not funded for 6 months will be deemed as an **unactivated account** and will be subject to review for closure. Any Manulife iFUNDS Account with no login or trade activity for any rolling period of 2 years will be deemed as a dormant account and will be subject to review for closure.
7. Reference to **Singapore Business Day** in the Agreement shall mean a day (other than a Saturday or Sunday or public holiday) on which banks in Singapore are open for normal business, unless Manulife IM (Singapore) determines otherwise.

C. DEALING

I. Dealing Cut-Off Time, Settlement of Trades

1. Instructions for all Dealing Transactions in the Funds are to be received by Manulife IM (Singapore) through the iFUNDS Platform by 2pm (Singapore time) (or such earlier time as specified on the iFUNDS Platform) on each Singapore Business Day ("**Dealing Cut-Off Time**"). In respect of Client Instructions for subscriptions, redemptions and/or switching of Units, such subscriptions, redemptions and/or switches will need to be raised for your approval on the iFUNDS Platform by the representative of the Manulife Financial Adviser that you have selected, and thereafter approved by you on the iFUNDS Platform, before such Client Instructions will be transmitted to Manulife IM (Singapore).
2. Client Instructions transmitted via the iFUNDS Platform and received by Manulife IM (Singapore) by the Dealing Cut-Off Time (including your valid and complete instruction, together with all required information and documents) will be processed on the same day provided your Cash Account (or CPF Investment Account, CPF Special Account or SRS Account, as the case may be) is appropriately funded.
3. Instructions for Dealing Transactions submitted through forms prescribed by Manulife IM (Singapore) from time to time shall be processed in accordance with and subject to the terms and conditions stated on the relevant forms.
4. Subject to the terms of the Agreement, redemption proceeds for Cash Units will normally be credited to your Cash Account upon receipt from the respective Fund.

II. Your Designated Bank Account

1. All withdrawals from your Cash Account to you will normally be paid out to your Designated Bank Account.
2. You will bear any costs, fees, charges or expenses incurred or charged by your relevant bank account in connection with any funding of your Cash Account, or any withdrawal to your Designated Bank Account.

D. FEE DISCLOSURES

1. Trailer Fees

Manulife IM (Singapore) may receive trailer fees from the Manulife Fund Issuers and the Third Party Fund Issuers. The trailer fees depend on the Fund and the amount of your total investments in Funds subscribed through Manulife IM (Singapore), and are based on the market value of the total investments in the Funds.

2. Cash Management Fees

Manulife IM (Singapore) may receive remuneration in respect of the excess cash management services provided to you. The amount of the remuneration will depend on the profits earned from the subscription of units in the relevant money market fund(s) which your excess cash is invested into.

E. MONEY MARKET FUNDS

In respect of a Manulife iFUNDS Account funded by cash, the money market funds are as follows:

1. For excess cash in Singapore dollars: Phillip Money Market Fund
2. For excess cash in United States dollars: Phillip US Dollar Money Market Fund

In respect of a Manulife iFUNDS Account funded by SRS monies, the money market fund is as follows:

1. Phillip Money Market Fund

F. CONTACT US

If you have any queries or wish to contact Manulife IM (Singapore), please email us at SGP_iFUNDS@manulifeam.com.