

SERVICE AND FEE AGREEMENT

This **Service and Fee Agreement** made as of the Policy effective date specified in the SunAdvantage **my savings** Application,

BETWEEN: The Plan Sponsor named in the SunAdvantage **my savings** Application (hereinafter referred to as “**You**” or “**Your**”)

AND: **SUN LIFE ASSURANCE COMPANY OF CANADA** (hereinafter referred to as “**Sun Life**”)

WHEREAS You have established a Group Retirement Savings Plan (the “RRSP”) and a Tax-free Savings Account Plan (the “TFSA”), (collectively the RRSP and the TFSA are the “Plan”), and

WHEREAS Sun Life has issued to You Group Annuity Policies for the SunAdvantage **my savings** RRSP and TFSA (hereinafter referred to as the “Policies” or “Policy”, as the context requires) for the purpose of investing the assets of your employees in the Plan and for the payment of annuities to qualified participants or members (hereinafter referred to as “Members” or “Member”, as the context requires) or beneficiaries of the Plan, and

WHEREAS You and Sun Life wish to enter into a service and fee agreement in order to clarify the services to be performed by Sun Life for the Plan and define the fees for those services;

NOW THEREFORE, in consideration of the premises and mutual covenants contained herein, You and Sun Life do hereby covenant and agree as follows:

1 INTERPRETATION AND DEFINITIONS

Unless specifically defined herein or unless the context otherwise requires, words used herein shall have the meaning ascribed to them in the Policy. Throughout this Agreement all male terms include the female terms and singular includes the plural unless otherwise stated.

- 1.1 The following words or phrases shall have the meaning given below unless a different meaning is clearly required by the context.

“Agreement” means this service and fee agreement setting out the services to be provided by Sun Life, the fees for such services, and the investment options available for the investment of the assets of the Plan.

“Automated Telephone System” means an interactive toll-free telephone inquiry line available in both official languages to Members 24 hours a day, 7 days a week (except for periods of maintenance down-time, unscheduled system outage or system enhancement), providing access to up-to-date Account information.

“Client Care Centre” means a personal service by telephone, available to Members using a toll-free number (covering Canada and the United States) and automatic call distribution.

“Federal Tax Authority” means the Canada Revenue Agency, or any successor thereto, which is responsible for the administration of the Income Tax Act (Canada) and other federal taxation legislation, and by agreement, any taxation legislation of another jurisdiction.

“Instructions” means any and all written instructions received by Sun Life from You or any third party authorized by You.

“Optional Services” means those services described as optional in Sections 2 and 4 of this Agreement which will be performed by Sun Life upon Your specific request and for which charges are described in Section 19.

“Services” means the services described in Sections 2, 3 and 4 of this Agreement including, without limitation, the Optional Services.

“Sun Life style” means the standard nature of certain documents prepared by Sun Life to comply with Applicable Legislation and supplemented to reflect the terms of the Plan; also, other printed, electronic and video material prepared exclusively by Sun Life to provide enrolment kits, educational material and applicable forms.

“Web site” means an Internet site available to Members 24 hours a day, 7 days a week (except for periods of maintenance down-time, unscheduled system outage or system enhancement) providing access to up-to-date Account information.

- 1.2 Sun Life, as issuer, is responsible for the administration of the individual arrangements established under the RRSP and the TFSA. In no way does this diminish Your responsibility to decide on the general design of the RRSP and the TFSA, monitor its service providers or act as agent of the Members.

The extent of the services to be provided by Sun Life is as set out in this Agreement and the Policy. Sun Life shall provide the Services in accordance with all Applicable Legislation. Sun Life has no other responsibilities under the Plan or towards the Members except as may be agreed to in writing.

2 PLAN REGISTRATION AND DOCUMENTATION

Sun Life will upon receipt of all necessary information:

- 2.1 issue Sun Life style Member Plan summaries outlining the features and benefits of the Plan. You agree to provide such Member Plan summaries to Members immediately upon receipt from Sun Life.
- 2.2 register each Member's retirement savings plan with the appropriate authorities.
- 2.3 file an election to register each Member's tax-free savings account with the appropriate authorities.
- 2.4 amend the standard specimen group retirement savings plan, including any locking-in addenda to ensure continued compliance with Applicable Legislation of the specimen on which Your RRSP is based, and, if necessary, amend Your RRSP plan documentation to conform with any such amendment(s).
- 2.5 amend the standard specimen tax-free savings account plan to ensure continued compliance with Applicable Legislation of the specimen on which Your TFSA is based, and, if necessary, amend Your TFSA plan documentation to conform with any such amendment(s).

Optional Services

Sun Life will upon receipt of Your Instructions and all necessary information:

- 2.6 provide replacement tax forms.

3 COMMUNICATIONS

Sun Life will:

- 3.1 provide Sun Life style Member enrolment kits to You for new Members.
- 3.2 make Sun Life style Member statements available to Members, semi-annually through the Web site; and issue and send statements directly to Members annually, within 30 Business Days following the applicable statement date.
- 3.3 upon receipt of Your instructions, or upon receipt of proof of death, issue all required Member disclosure statements on termination of employment, retirement and/or death directly to Members or their authorized representatives, as the case may be.
- 3.4 respond to, or acknowledge receipt of, Your voice-mails and e-mails to Sun Life administrators by the end of the following Business Day.
- 3.5 make available to Your Members Sun Life style investment decision-making tools such as asset allocation models, investor profile questionnaires and calculators and projection tools.

4 ADMINISTRATION

Sun Life, on any Business Day, will:

- 4.1 maintain a record for each individual Member, of original enrolment information, investment and inter-fund transfer instructions, withdrawal requests and beneficiary designations for the period required in accordance with Section 13.
- 4.2 process the following transactions on the same Business Day upon receiving in good order all the necessary information to be provided by You, or the Member, as the case may be, by the cut-off time indicated below (Eastern Time). Requests received after the cut-off time will be processed the next Business Day. The Contribution method will be the method which was defined at the time of Plan set up or as otherwise agreed to between You and Sun Life.

Contributions (accompanied by equivalent payment) via:	Cut-off time
File transfer (internet or spreadsheet upload)	2:00 p.m.
Mail or fax received at the Sun Life office servicing the Plan	3:00 p.m.
Plan sponsor web site	4:00 p.m.

Member-level interfund transfers via:	Cut-off time
Mail or fax received at the Sun Life office servicing the Plan	3:00 p.m.
Client Care Centre	4:00 p.m.
Automated Telephone System or Web site	4:00 p.m.

- 4.3 process the following transactions within the time frames specified below upon receipt of all the necessary information to be provided by You, the Member, or where applicable, a third party:

Transaction type	Turn-around time
Bulk transfer-in of assets for all or part of the Members of the Plan	<ul style="list-style-type: none">• 5 business days of receipt at the Sun Life office servicing the Plan
Member-level withdrawal/transfer (for non-Plan termination)*	<ul style="list-style-type: none">• liquidate investments within 3 Business Days• pay benefit in a timely manner in accordance with terms of the Plan
Withdrawal/transfer due to Plan termination	<ul style="list-style-type: none">• liquidate investments upon receipt of all information• subject to the terms of the Policy, commence paying benefits in accordance with terms of the Plan within 7 Business Days of investment liquidation
Periodic payment quotation	<ul style="list-style-type: none">• 5 Business Days

* You agree to immediately inform Sun Life in the event of any change in status of a Member's Plan eligibility that would cause liquidation of investments.

- 4.4 adjudicate death claims under the Plan and make the payment in settlement of the claims in accordance with its determination.
- 4.5 upon receiving instruction from a Member, or as required by Applicable Legislation, provide information related to a Member's relationship breakdown to the Member and to third parties, and process any required settlement. Information provided by Sun Life will be directly from our system and require no further analysis or re-work.

- 4.6 upon receiving instruction from a Member, or as required by Applicable Legislation, provide information related to a Member's garnishment and personal bankruptcy to third parties, and process any required settlement in accordance with Applicable Legislation. Information provided by Sun Life will be directly from our system and require no further analysis or re-work.

Optional Services

Sun Life will upon receipt of Your Instructions, the Member's or a third party's instructions, as the case may be, in accordance with Applicable Legislation, and all necessary information:

- 4.7 conduct inactive Member location searches.
- 4.8 correct Your administration errors or those of Your agents or service providers.
- 4.9 conduct specific financial analysis and/or provide ad hoc reports in response to requests from You or Your auditor; if the retention of Sun Life's external auditors for field work or an opinion is required, all costs for those third parties in addition to Sun Life's costs for these Services will also be charged to You.
- 4.10 provide analyzed or re-worked information for death claims arising under the Plan.
- 4.11 provide analyzed or re-worked information, collect any applicable forms and calculate benefits arising from a Member's relationship breakdown.
- 4.12 provide analyzed or re-worked information for garnishment and personal bankruptcy of a Member and upon receiving instruction from the Member, or as required by Applicable Legislation, correspond with third parties and process any required transactions.

5 FUNDS

Sun Life will provide You with our Fund investment information either electronically or in paper. Sun Life's monitoring activities for Segregated Funds that are included as part of Sun Life's core investment selection (as amended from time to time by Sun Life in its sole discretion) are supplemental to Your Plan governance activities.

Investment options currently available for investment are listed in Section 19.

6 CLIENT SERVICE COMMITMENT

In the event that You are dissatisfied with the Services performed by Sun Life and its employees under the terms of this Agreement, Sun Life will pay to You the amount of \$10/Member to a maximum of \$10,000 in one lump sum. Sun Life asks, however, that You be willing to participate in subsequent discussions with Sun Life to determine how such dissatisfaction can be remedied. A request for payment under the client service commitment can only be made once in a calendar year and must relate to Services performed during that year. It does not apply to Services performed by agents on behalf of Sun Life nor by any other entities not party to this Agreement.

7 STANDARD OF CARE

In performing the Services under this Agreement, Sun Life will exercise the care, diligence and skill that a prudent financial institution would exercise acting in like capacity under circumstances then prevailing and shall use all relevant knowledge and skill that it possesses or ought to possess (the "Standard of Care").

8 UNAVOIDABLE RISK

Sun Life shall not be considered in default in the performance of its obligations, or be liable in damages or otherwise for any failure or delay in performance which occurs as a consequence of, or is attributable to, any circumstances which are beyond the reasonable control of Sun Life and are not avoidable by the exercise of reasonable effort or foresight by Sun Life. Without limiting the generality of the foregoing, such circumstances shall include natural catastrophe, labour, industrial or civil disturbances, armed conflict, government regulations (whether or not valid), Acts of God, market conditions, and delays caused by other parties.

9 LIABILITY

The liability of Sun Life to You for any claim, whether in contract, tort or equity, arising from this Agreement or the Services provided hereunder or the Policy shall be limited to the recovery of actual direct losses or damages incurred by You, the Plan, Members, former Members and the death beneficiaries or legally authorized representatives of such former Members. Sun Life shall not be liable for any indirect, special, incidental, punitive, exemplary or consequential damages or losses, including business losses or lost profits, incurred by You, the Plan, Members, former Members and the death beneficiaries or legally authorized representatives of such former Members, which arise out of this Agreement, the Services provided hereunder or under the Policy to the extent that this exclusion of liability is valid under applicable law, even if You have advised Sun Life of the possibility of same.

10 INDEMNITY

Subject to Section 9, Sun Life shall indemnify and save harmless the Plan, You and Your subsidiaries, affiliates and successors and their respective directors, officers, agents and employees acting in the capacity of sponsor of the Plan, Members, former Members or the death beneficiaries or legally authorized representatives of such former Members (collectively, the "Indemnified Parties") from and against any damage, loss, liability, judgment, costs or expense arising from any tax, penalties, claims, demands, actions or causes of action, including reasonable legal fees and expenses (collectively, "Claims and/or Losses") which may be made or brought against the Indemnified Parties and/or which any or all of the Indemnified Parties may suffer or incur as a result of, in respect of, or arising out of Sun Life's negligent performance or negligent failure to perform the Services under this Agreement, or under the Policy, as determined in accordance with the Standard of Care set forth in this Agreement.

You shall indemnify and save harmless Sun Life and its subsidiaries, affiliates and successors and their respective directors, officers, agents and employees from and against any damage, loss, liability, judgment, costs or expense arising from any Claims and/or Losses, including reasonable legal fees and expenses, which may be made or brought against Sun Life and/or which Sun Life may suffer or incur as a result of, in respect of, or arising out of the provision of a funding vehicle for the Plan by Sun Life and the related services unless such Claims and/or Losses arise from the failure of Sun Life to comply with its Standard of Care, any actions taken by Sun Life in reliance in good faith, upon any direction, notice or information provided by You or the failure by You to provide information, particularly as they may relate to the administration of the Plan.

The indemnities set forth in this Section shall survive the termination of this Agreement for a period of six (6) years, provided that the party seeking an indemnity shall give prompt notice to the other party of the Claims and/or Losses for which indemnity under this Section is sought, and where indemnity is sought as a result of Claims and/or Losses by a third party, shall give the other party an opportunity, at its sole expense, to resist, defend and compromise such Claims and/or Losses and shall provide reasonable cooperation with, and assistance to, the other party as may be necessary to properly defend such Claims and/or Losses. The expiry of the indemnity shall in no way affect Your right to make a claim within the limitation periods imposed by law for breach of the Standard of Care under this Agreement.

11 CONFIDENTIALITY

Sun Life and its employees shall not disclose to any third party, in whole or in part, any confidential information relating to this Agreement or the Policy without Your consent or the Member's consent if the information is related to a Member. This obligation shall not prohibit the disclosure of any information that is required to be disclosed under Applicable Legislation. Information which, at the time of disclosure or later, is published or becomes otherwise available to the general public other than as a result of a disclosure by Sun Life, or which comes into Sun Life's possession from third parties who have a bona fide right to make such information available without restriction, shall not be considered confidential. This obligation shall survive the termination of this Agreement or the Policy.

Without limiting the foregoing, Sun Life agrees to collect, use, disclose and transfer personal information only in accordance with applicable personal information protection laws and its privacy policy for the purpose of performing the Services to be provided by it under this Agreement and the Policy. For certainty, Sun Life agrees to treat any personal information disclosed to it in accordance with its privacy policy, a copy of which can be found at sunlife.ca. For the purposes of this Agreement, "personal information" means any information that is provided to Sun Life in respect of this Agreement and/or Policy that is (a) personal in nature, (b) relates to an identified or identifiable natural person and (c) could reasonably be expected to determine the identity of the person.

12 PLAN COMPLIANCE

In respect of Services delegated by You to Sun Life under this Agreement and the Policy to which the Guidelines for Capital Accumulation Plans (the "Guidelines") apply, Sun Life agrees that it shall provide said Services in accordance with the Guidelines and with Applicable Legislation. In all other respects, You are responsible for ensuring that the Plan's administration complies with the Plan provisions, Applicable Legislation and the Guidelines. Sun Life will, if it believes that the Plan is not being administered in accordance with the Plan provisions, Applicable Legislation or the Guidelines, advise You of that belief in writing but Sun Life is not liable if it fails to do so.

13 RECORDS RETENTION

Sun Life shall retain records during the term of this Agreement and the Policy and thereafter for the period(s) stated in its retention policy, or as is required by Applicable Legislation, whichever is longer. This obligation shall survive the termination of this Agreement unless Sun Life makes arrangements with You, at Your cost and subject to our privacy policy, for the transfer of mutually agreed records in electronic form to You, or to a successor service provider appointed by You.

Despite the fact that Sun Life might be transferring some of the information to You upon termination of the Agreement, Sun Life may also retain any of the foregoing records (original or copy) in order to comply with its own obligations.

Subject to our privacy policy, You may request in writing that Sun Life provide certain historical Member records in a mutually agreed form. Historical Member records will be provided within a mutually agreed period of time and Sun Life shall be permitted to charge for such data as an Optional Service.

14 NOTICE

Any notice or other writing required or permitted to be given hereunder or for the purposes hereof shall be sufficiently given if delivered to the party to whom it is given, sent by fax, electronic transmission or mailed, by prepaid registered mail, addressed to such party:

- (a) in the case of notice to You, addressed to the current Plan administration contact person and address listed in Sun Life's files.
- (b) in the case of notice to Sun Life addressed as follows:

Mail: Sun Life Financial
Group Retirement Services
P.O. Box 2025 Stn Waterloo
Waterloo, ON N2J 0B4

Courier: Sun Life Financial
Group Retirement Services
227 King St. South
Waterloo, ON N2J 1R2

Attention: GRS Sponsor Care Centre
Phone: 1-800-387-7262
Fax: 1-877-818-3143

or at such other address as the party to whom such notice is to be given shall have last notified the party giving the same in the manner provided in this clause. If sent by fax or electronic transmission, notice will be deemed to be received the next Business Day. If sent by mail, notice will be deemed to be received the third following Business Day.

Communications of a purely administrative nature should be directed to the applicable administrative unit of Sun Life at the address communicated to You by Sun Life from time to time.

15 ENTIRE AGREEMENT

Unless otherwise specified, the terms of this Agreement supersede all written and oral agreements, communications or negotiations between You and Sun Life with respect to Services to be provided by Sun Life. No waiver by any party of any failure or refusal to comply with an obligation hereunder shall be deemed a waiver of any other subsequent failure or refusal to so comply.

The Policies, Your SunAdvantage **my savings** Application, the Service and Fee Agreement, including attached schedules and appendices, if applicable, and any amendments thereto constitute the entire contract between You and Sun Life.

16 ASSIGNMENT

16.1 Any corporation resulting from any merger or consolidation to which You may be a party or which succeeds to Your business, or to which substantially all of Your assets may be transferred, and which becomes administrator of the Plan and while You continue as a party to the Agreement, shall be Your successor hereunder without any further act or formality with like effect as if such successor Plan sponsor had originally been named as Plan sponsor herein.

16.2 Any corporation resulting from any merger or consolidation to which Sun Life may be a party or which succeeds to the business of Sun Life, or to which substantially all of the assets of Sun Life may be transferred while Sun Life continues to act under the terms of this Agreement, shall be the successor to Sun Life hereunder without any further act or formality with like effect as if such successor had originally been named as service provider herein, provided that such successor to Sun Life is authorized to act hereunder under Applicable Legislation.

16.3 Except as provided in Section 16.1 and 16.2 above, neither party may assign this Agreement without the prior written consent of the other party hereto. The Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

17 SEVERABILITY

If any of the provisions of the Agreement shall be held invalid, illegal or unenforceable in any respect under any law or by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired.

18 CONFLICT OF LAWS

The Agreement shall be construed in accordance with and governed by the laws of the province where Your head office in Canada is located and the laws of Canada applicable therein.

19 FEES

The fees described below will be paid by the Members unless otherwise indicated. Fees may be amended from time to time by Sun Life upon providing You with 90 days' prior written notice.

Service Fees

Member withdrawals/transfers prior to termination	\$25.00 per transaction Each Member is permitted one transaction per year from the TFSA at no charge. Free transactions do not apply to the RRSP.
Member withdrawals or transfers to other financial institutions at termination of membership, retirement or Plan termination	\$75.00 per transaction
Plan transfer to another financial institution	\$25.00 per Member
Replacement tax forms	\$10.00 per replacement official tax form Note: Tax receipts for information purposes only are available for printing from the Web site at no charge.
Duplicate statements/statements on request	\$25.00 per request
Insufficient funds (i.e. NSF contributions)	\$25.00 (charged to contributor)

Optional Services will be provided on either a flat dollar or hourly rate fee for service basis, depending on the type of service requested by You or the Member, as the case may be. If Optional Services are requested, Sun Life will provide the requesting party with an estimate of the cost in advance of providing the service. Sun Life will invoice You, or deduct the cost from the Member's Account, as the case may be for Optional Services as incurred.

Taxes will be applied to the service fees in the formula and manner required by Applicable Legislation.

Available Funds and Asset Based Fees

For the Segregated Funds, Sun Life will charge the per annum fee listed.

Sun Life Guaranteed Daily Interest Account (GDIA)	N/A
Sun Life Guaranteed Funds (1-5 Year)	N/A
Sun Life Financial Bond Index Segregated Fund	1.50%
Sun Life Financial U.S. Equity Index Segregated Fund	1.50%
Sun Life Financial Bond Segregated Fund	1.65%
Sun Life Financial Balanced Growth Segregated Fund	1.70%
Sun Life Financial Balanced Value Segregated Fund	1.70%
Sun Life Financial Canadian Equity Core Segregated Fund	1.70%
Sun Life Financial Canadian Equity Growth Segregated Fund	1.70%
Sun Life Financial Canadian Equity Value Segregated Fund	1.70%
Sun Life Financial Global Equity Index Segregated Fund	1.70%
Sun Life Financial International Equity Index Segregated Fund	1.70%
Sun Life Financial U.S. Equity Segregated Fund	1.70%
Sun Life Granite™ Conservative Segregated Fund	1.70%
Sun Life Granite™ Moderate Segregated Fund	1.70%
Sun Life Granite™ Balanced Segregated Fund	1.70%
Sun Life Granite™ Growth Segregated Fund	1.70%
Sun Life Granite™ Aggressive Segregated Fund	1.70%
Sun Life Granite™ series of Segregated Funds	1.90%
Sun Life Milestone® Funds series of Segregated Funds	1.95%
Sun Life Financial International Equity Segregated Fund	2.15%
Sun Life Financial Global Equity Segregated Fund	2.15%

Fees for the Milestone Funds will be deducted monthly from the Members' Accounts and are calculated based on the market value of the Milestone Funds asset holdings at the previous month end. For the other Segregated Funds, Sun Life will charge the percentage shown per annum (charged daily) of the Policy's net holdings of such Segregated Funds on a Valuation Date. Such fees will be deducted from the Segregated Funds before the Unit Values are determined and will be reflected in the value of the Member Account balances.

The Segregated Fund asset based fees cover investment management services provided by the Fund manager(s) and include a charge for certain of the Services performed in respect of Member Accounts by Sun Life. The asset based fees do not cover the Segregated Fund operating expenses applicable to Segregated Funds set out in the Policy nor the operating expenses of the underlying fund, if any. The amount of those expenses, in aggregate, will be disclosed to Members annually. The Segregated Fund operating expenses will be disclosed to You in the segregated fund annual report while the operating expenses for any underlying fund will be available to You upon request.

Taxes will be applied to the asset based fees in the formula and manner required by Applicable Legislation.

Interest Rate Adjustments

Sun Life will apply an interest rate enhancement of 0.25% each time a deposit or reinvestment occurs. The enhancement will apply until the maturity of each deposit. A Member's Guaranteed Funds Asset level will be reviewed for the purpose of determining an additional enhancement, on a quarterly basis, on a date to be determined by Sun Life. The additional rate enhancement will apply to any deposits or reinvestments during the following quarter.

Member's Guaranteed Funds Asset Level	Interest Rate Enhancement
\$10,000.00 to \$24,999.99	0.20%
\$25,000.00 to \$49,999.99	0.25%
\$50,000.00 to \$99,999.99	0.30%
\$100,000.00 to \$249,999.99	0.35%
\$250,000.00 and over	0.40%

This Agreement will remain in effect for the duration of the Policies. However, Sun Life reserves the right to amend any provision in this Agreement upon providing at least 90 days prior written notice to You provided that Sun Life reserves the right, acting reasonably, to make enhancements or non-material changes to the services described in this Agreement without prior notification to You.

We request that this Agreement be drawn up in English.
Nous demandons que ce contrat soit rédigé en anglais.

IN WITNESS HEREOF the parties hereto have caused this Agreement to be effective as of the date stated above.

By signing the SunAdvantage **my savings** Application the Policyholder hereby agrees to the terms of this Service and Fee Agreement.

SUN LIFE ASSURANCE COMPANY OF CANADA



Dean A. Connor
President and Chief Executive Officer



Troy Krushel
Corporate Secretary