





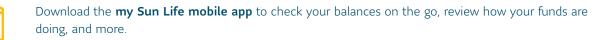


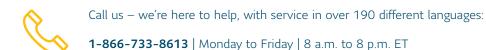
Get closer to your financial goals when you save with your employer and Sun Life. It's important to both of us that you retire on time and feel good about your money throughout your life. Let us help you get there!

This guide will take you through your **Retirement Savings Plan of Total Energy Services Inc.** perks and what makes it different from other savings you may have elsewhere, and will help you join.

We're available in lots of different ways on your phone, tablet and desktop. You can always count on a human touch, whether with our digital coach, Ella, or our live support:









We are here for you every step of the way—from the moment you join the plan, all the way up to retirement. We can help you with enrolment, picking your products and funds, and making the most of your plan perks. Give us a call at the phone number above during our listed hours of operation.

what you have to do

This guide will walk you through everything you need to do to get set up and start saving in the plan today. Just follow the checklist below, where we take you through all the steps from start to finish.

register

Go to mysunlife.ca and register for an account. Once you're set up online, you can learn all about the funds offered in your plan and use our tools to help you with saving and investing.

learn page 4

Discover what's great about your plan and why you should join.

invest page 8

Understand the investment options in your plan, and get step-by-step help picking your funds.

join page 11

Complete the enrolment steps to join the plan.



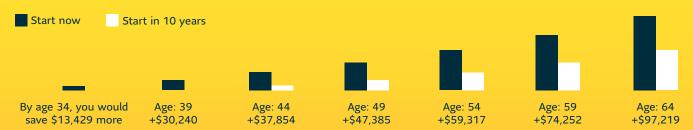
Hear it straight from the ones who are already living it. This is the advice retirees now have for those of us still working:



Source: Sun Life's 2016 Retirement Now report

Nothing grows your money like time.

Starting early is the biggest piece of advice retirees have for you, and we agree. Take a look at how a 29-year-old saving \$200 a month starting **now** instead of in **10 years** can get more money for retirement (\$97,219 more to be exact):



Your future's bright because your employer set you up with a great plan. Here's why:



Your employer contributes

It's a big perk of working where you do – where else do you get free money like that?



Add money straight from your pay

It's easy and means you get instant tax savings.



Tax advantages

By contributing to the RRSP, you could pay less income tax. Your RRSP money also grows tax-free until you withdraw it.



Exclusive investments*

You won't find these if you invest on your own at a bank or mutual fund company. More on page 8.



Bring your outside savings to Sun Life

Here, our costs are competitive and you can invest your money in a diverse group of funds that only we have. This saves you more and lets you see all your money in one place.



You get online tools and videos to make saving easier.*

Get help with financial topics, choosing your investments, and more.

At Sun Life, your fees* are competitive. Just another reason to invest with us.

Thanks to our combined buying power with your employer, you pay investing fees that are generally lower than what an average person would pay at a bank or mutual fund company for similarly managed funds. When you pay lower fees, more of your hard-earned money is invested and growing for you.

This table shows how much more you would save over time with Sun Life versus at a bank—see how much a 1% difference in fees can affect your savings over 30 years?

| | Total contributions to | How much wo | uld you save |
|-------------------------|------------------------|--------------------------|---------------------------------|
| How long you contribute | your plan account | Bank (2% management fee) | Sun Life (1% management fee) |
| 30 years | \$120,000 | \$209,667 | \$256,513 |
| | | \/ | 046 |

You would save \$46,846 more with us!

We calculated the figures above assuming you invest \$4,000 each year all at once on January 1 and you earn 5.5% annually before we take off the fund management fee each month.

- * Before you enrol in the plan, sign in to mysunlife.ca using your personal ID and password to:
 - learn more about your plan's investment options (under my financial centre > Accounts > Investment performance)
 - see the investing fees you'd pay online (under my financial centre > Accounts > Account fees)
 - use online tools and videos to help you with choosing investments and financial planning (under my financial centre > Resource Centre > my money tools).

Products in your plan

Retirement income

Registered Retirement Savings Plan (RRSP)

No contribution limit saving

Non-Registered Savings Plan (NREG)

Tax-free saving

Tax-Free Savings Account (TFSA)

Tax savings today + save for your future + low fees

This product is made for retirement saving. You contribute money to an account with us. In some cases, your employer contributes too. If you contribute every pay, it's before tax, and you won't be taxed until you take the money out. You can also contribute to a spousal RRSP in your spouse's name.

No contribution limits + after-tax contributions + low fees

This product is for your after-tax contributions. In some cases, your employer contributes too. It's a way for you to save extra money. There's no limit on how much can go in this product, but you may be taxed on investment income and capital gains.

Save for your goals + tax advantages + low fees

This product is good for all kinds of saving goals. It's for after-tax contributions, but you never have to pay tax on any investment earnings you get. There is a contribution limit, but it changes from time to time. Plus, you can carry forward unused contribution room and anything you've withdrawn from previous years.



We can help you pick which product is right for you. Give us a call at **1-866-733-8613**.



Product features

When you can start adding money

Add money from your pay

Get your employer match

- You can join the RRSP and/or NREG and start contributing after three months.
- Add and start contributing to the TFSA right away.
- Once you join, you have to contribute at least 2% of your income per pay to the RRSP or NREG.
- Your contributions will automatically increase by 1% in January of each year until you reach 6%.
- Don't stop there, keep contributing to the RRSP, TFSA and NREG (up to your personal contribution limits) and watch your money grow even faster.
- When you contribute to the RRSP or NREG, your employer will match those contributions at 75% up to a maximum.
- See table below for details.

| Years in the plan | Your contribution | Your employer's matching contribution |
|-------------------|-------------------|---------------------------------------|
| 1 | 2% | 1.5% |
| 2 | 3% | 2.25% |
| 3 | 4% | 3% |
| 4 | 5% | 3.75% |
| 5 or more | 6% | 4.5% |

• You can choose to direct your employer's contributions to the RRSP or NREG. This can be different than the product you contribute to.

To get your employer match, you need to contribute at least 2% every pay.

One-time contributions

Add one-time contributions to get that money growing:

- When you invest your money with Sun Life, you benefit from all our perks, like competitive costs and exclusive investments.
- Add as many one-time contributions as you want to the RRSP, NREG and TFSA—just stay within your overall personal contribution limits for all RRSPs and TFSAs you may have.

Leaving the plan

When you leave, you have different options for what to do with your money, depending on the product. You'll get more details when you leave, but generally, here are your main choices:

- Keep your money with us by transferring it to the Group Choices Plan—a group plan specifically for employees when they leave their employer.
- Transfer your money to individual accounts that you own.
- Transfer your money to a new employer's plan (if your new employer allows it).
- Use your money to purchase a retirement income product.
- In some cases, take some or all of your money in cash (there might be some tax impacts to keep in mind).



Your fund is pre-selected for you at enrolment. At any time, after you're enrolled, you can move your money to different funds or change how your future contributions will be invested.

To change your investments:

- · Read through this section to understand your investment options and how to choose your funds.
- Sign in to mysunlife.ca with your personal ID and password, and go to my financial centre > Requests > Change investments.

First, decide how hands-on you'd like to be.

We will support you in different ways depending on your investment approach. Choose one of the approaches available:

- Help me do it We point you toward an easy investment and you make one decision.
- Let me do it You handle all the investing and decisions using our tools.

To help decide what investment approach is best for you, use the following chart as a guide.

Choose the investment style that most sounds like you:

Help me do it

- I want an investment based on when I need my money and/or my risk profile.
- I want to choose my investments, but need help.
- I am interested in investing, but don't want to spend a lot of time and energy managing my investments.
- I only want to make one or two investing decisions.
- I want to personalize my investments based on my risk profile, life stage, individual preferences and other factors.
- I have time to review the investments available and use tools online before making my choices. I'll speak with a financial advisor if necessary.
- I can manage my own investments based on my own risk profile/life stage. I'm comfortable adjusting my investments when needed.
- I want to make all my investment decisions, with help from an advisor if needed.

We encourage you to re-visit your investments from time to time, or as things change.

Next, complete the steps under the approach that fits you.

| | Help me do it | Let me do it |
|-----------------------------|---|---|
| What is it? | Target date funds Choose one fund closest to the year you need your money. When you start, the fund manager takes more risk to grow your money. As you get closer to the target date, they choose less risky investments to protect it. | Build your own personalized investment mix by choosing several funds based on your investment personality and life stage. |
| How to choose your funds | Invest in the fund closest to your target retirement date or the year you will need your money. Then a fund manager takes care of the portfolio for you. | Complete the Asset allocation tool* on mysunlife.ca. The tool will bring you to your results page. Review the recommended investment mix and your investment choices. Click on each fund to see detailed information. When you select your investments online, direct a percentage of your future contributions to funds from each fund type to match what's in your target investment mix, or as you like. |

* Know your investment personality

- To find out your investment personality, sign in to mysunlife.ca with your personal ID and password, and use our Asset allocation tool (under my financial centre > Resource Centre > my money tools).
- Your personality is based on a few different things, like how careful you are with your money and how long you have until you need it.

These are the funds available in your plan:

Help me do it

| Fund type | Investment name |
|-------------------|-------------------------|
| Target date funds | BLK LP Index Retirement |
| | BLK LP Index 2025 Fund |
| | BLK LP Index 2030 Fund |
| | BLK LP Index 2035 Fund |
| | BLK LP Index 2040 Fund |
| | BLK LP Index 2045 Fund |
| | BLK LP Index 2050 Fund |
| | BLK LP Index 2055 Fund |
| | BLK LP Index 2060 Fund |

Let me do it*

| Let me do it" | |
|-----------------|--|
| Fund type | Investment name |
| Guaranteed | SLA 1Yr Guaranteed Fund SLA 3Yr Guaranteed Fund SLA 5Yr Guaranteed Fund |
| Money market | SLF Money Market |
| Fixed income | PH&N Bond Fund TDAM Cdn Bond Index Fund |
| Balanced** | B.G. Balanced Fund Invesco Income Growth C |
| Canadian equity | B.G. Canadian Equity Fidelity True North Fund SL Dynamic Equity Income Total Energy Serv Stock |
| Foreign equity | BG American Equity BLK EAFE Equity Index Invesco Global R E Listed Invesco Global Small Cap MFS Intl Equity TDAM US Mkt Index Fund |

^{*} **Let me do it** funds hold a mix of investments that remain relatively static. That means, if you invest in these funds, you should revisit your investment choices regularly to ensure your portfolio still continues to align with your financial goals, risk tolerance and time horizon over the long term.

View your fund options and investing fees online

- Sign in to **mysunlife.ca** with your personal ID and password. Once you're in, all the funds for each product are under **my financial centre** > **Accounts** > **Investment performance**.
- All the investing fees for each fund are under Accounts > Account fees.

^{**} A **balanced** fund is an option for investors seeking a simple one-fund solution. It contains a diversified mix of stocks and bonds within a single fund. Unlike the other **Let me do it** funds, it can be considered a complete portfolio by itself to which you can invest up to 100% of your contributions.



Enrol today! In no time, you'll be surprised at how the money adds up.

| Step 1 | Register/Sign in . If you haven't done so yet, go to mysunlife.ca and click on Register to create an account. |
|--------|---|
| Step 2 | Enrol . You can either enrol in the plan online or by paper: |
| | To enrol by paper, complete the enrolment form(s) in this guide for each product you're adding to your plan. Return the completed form(s) to the contact, address or department indicated on the first page. |
| | To enrol online, sign in to mysunlife.ca . Click Enrol under the Investments section on the Home page. On the welcome screen, click on the full enrolment link. Complete the steps on each screen to get set up in the plan. On the enrolment confirmation screen, click on the Add/edit beneficiary button. If the page allows, add beneficiaries for each product added to your plan. |
| Step 3 | Explore . (If you aren't logged in yet, sign in now.) From the Home page, select my financial centre under the Investments section. Explore all the tools and information available to you. (Turn the page to check out our range of online tools.) |

We're here to help

If you need a hand at any point, give us a call at 1-866-733-8613. We're happy to help set up your product(s).



Sign up for a webinar to learn about how to use our tools and resources to manage your money. Simply go to sunlife.ca/mymoney and select Connect with your money for available dates and times.



Explore our tools

Once you've registered for an account on mysunlife.ca, discover our world of online and mobile tools. Here are some of your colleagues' favourites.



Jay wants to know what kind of investor he is.

So he uses the **Asset allocation** tool on mysunlife.ca.

It helps him decide how much investment risk he's comfortable with.

From my financial centre, just select Resource Centre > my money tools.



Marie-France likes to look up detailed info about her funds.

So she uses the Morningstar® tools on mysunlife.ca - there's a bunch of them

She can compare funds, get historical rates of return and learn more about the fund managers.

From my financial centre, just select Accounts > Investment performance.



Eric wants to keep close track of how his investments are doing.

He uses the my Sun Life mobile **app** for personal rate of returns every month.

He can review his investment performance, by individual fund, by product, or overall.

After signing in to the mobile app, just select **Investments**. The rate of return is under your balance.



Wendy likes to check her progress toward her retirement goals regularly.

She uses the Retirement planner on mysunlife.ca.

It helps her create a retirement goal and see how she's doing.

From my financial centre, just select Resource Centre > my money tools > Retirement planner.



Vishal wants to find a new optometrist and a discount on glasses.

So he uses Lumino Health Centre on mysunlife.ca and the my Sun Life mobile app.

He compares costs and ratings for health-care providers nearby and find discounts on fitness, eyewear and more. This leaves Vishal with more savings.

After signing in, find Lumino Health Centre on the Home page.



Desirée wants general information about her products and how much she's saved.

Every January, she reviews her account statement for the year on mysunlife.ca.

She gets an up-to-date summary of her plan, and can read important messages from Sun Life or her employer.

From my financial centre, just select Accounts > Statements.



Retirement Savings Plan (RSP) Non-Registered Savings Plan (NREG) enrolment form



Return the completed form to:

Sun Life Financial, Group Retirement Services PO Box 2025 Stn Waterloo, Waterloo ON N2J 0B4

www.sunlife.ca

Important: Detach and maintain the Declaration of Trust for your records.

Nota: La version française de ce document est également disponible.

Please PRINT clearly.

| Account two | | | | | | | | | |
|--|------------------|--|---|------------|---|------------|-------------------|-----------|------------------|
| Account type Indicate the product(s) you wish | n to enrol in an | d complet | te the annlic | able sect | ions on this e | nrolment | form | | |
| RSP contract number | 93895-G | You will be Section 6 Note: If y | You will be the owner and the annuitant of the account. Complete sections 2, 3, 4, 5, 7, 8 and 9. Section 6 is optional. Note: If you wish to make contributions to a Spousal RSP, you and your spouse must complete a Spousal RSP Enrolment form. | | | | | | |
| ☐ NREG contract number | 93896-G | | e sections 2 6 is optional | | and 9. | | | | |
| Retirement Savings Plan (F | RSP) Applicat | tion (Sect | ions 1 to 3 a | re for reg | stration purp | oses) | | | |
| 1 Plan sponsor informati | on | | | | | | | | |
| This information is to be compl Note: The term "plan sponsor" i | , , | • | | esignated | by the plan s | ponsor. | | | |
| Name of plan sponsor Total Energy Services Inc. Client ID COOIC | | | | Plan 01 | Contract number 93895 -G | | | | |
| Classifications | | | | | | | | | |
| Subdivision 001 | ☐ 204 – S | otal Energy Co avanna Drilling avanna Well S | - | 002 – Bi | pectrum Process Sy dell Gas Compress otal Oilfield Rental | sion Ltd. | User field N/A | | |
| 2 Owner information | | | | | | | | | |
| Note: The term "owner" has the | e same meaning | g as the te | rm "annuita | nt" in sub | section 146(1) | of the Inc | come Tax A | ct (Canad | da). |
| First name | | | Middle initial | Last name | | | | | ☐ Male ☐ Female |
| Date of birth (dd-mm-yyyy) | Social Insuran | ance Number* Identification number** | | | | | ' | | |
| Address (street number and name) | | | | | | Apartment | or suite | | |
| City | | | | | Province | Postal coo | le | Telephone | number (day) |
| Email address | | | | | | | | Telephone | number (evening) |

ENRLMNT



^{*}By submitting this form you authorize your Social Insurance Number (SIN) to be used for the purposes of tax reporting and administration of benefits and where applicable, you also authorize the use of your SIN as your identification number until such time as it is replaced with a number that is not your SIN.

^{**} For the purpose of completing this form your Identification number is your Employee number.

3 Your application for Retirement Savings Plan (RSP)

I apply for a RSP (the "Plan"), to be established under the terms of the Sun Life Financial Trust Inc. Group Retirement Savings Plan Declaration of Trust, a copy of which I have received with this application.

I request that Sun Life Financial Trust Inc. (the "Trustee") apply for the registration of this Plan as a registered retirement savings plan (RRSP) under the Income Tax Act (Canada) and any applicable provincial legislation.

I appoint the plan sponsor named in this Application to act as my agent for the purpose of the Plan, including payroll deductions, if applicable.

I agree to be bound by the terms and conditions of the Declaration of Trust and, if applicable, any locking-in addendum.

| Owner signature | Date (dd-mm-yyyy) |
|-----------------|-------------------|
| X | |

Administration information

4 Employment information

| Date of enrolment (dd-mm-yyyy) | Date of employment (dd-mm-yyyy) |
|--------------------------------|---------------------------------|
| | |

5 Beneficiary designation*

*If you live in Alberta, British Columbia, Manitoba, Newfoundland and Labrador, N.W.T., Nunavut, Quebec, Saskatchewan or Yukon Territory, and you allocate your NREG contributions to Total Energy Stock Fund payments derived from these funds will be made to your estate upon death.

*If you live in Quebec, death benefits from your RSP will be made to your estate.

Complete this section to designate a beneficiary for your account. In the absence of a beneficiary designation, and if not payable to your spouse as prescribed by law, death benefits will be paid to your estate.

Caution in all provinces except Quebec: Your designation of a beneficiary will not be changed or revoked automatically by any future marriage or divorce. Should you wish to change or revoke your beneficiary in the event of a future marriage or divorce, you have to make a new designation. In Quebec, a divorce granted after December 1st, 1982 cancels the beneficiary designation of the married spouse.

In Quebec if you name more than one beneficiary and give them unequal shares of the benefit and one of them dies, the deceased beneficiary's share will default to contingent beneficiary or estate rather than being divided amongst the other beneficiaries.

Note: To appoint a trustee for a beneficiary who is a minor, please complete the 'Appointment of trustee for a minor beneficiary' form. In Quebec, any amount payable to a minor beneficiary during his/her minority will be paid to the parent(s) or legal guardian on his/her behalf.

If you have a spouse when you die, the law may stipulate that all or part of the death benefit be paid to your qualifying spouse, unless your spouse waives the death benefit. A beneficiary designation other than your spouse would only apply to those death benefits which are not, according to the law, payable to your surviving spouse. If you wish your spouse to receive all benefits, please ensure you designate your spouse as beneficiary in the space below.

I revoke any previous beneficiary designations and name as beneficiary for benefits due on my death:

| RSP | Beneficiary's first name | Middle initial | Last nam | Last name | | |
|-----------------------|--------------------------|----------------|--------------------------|----------------------------|------------------------|--|
| □ NREG | | | | | | |
| Relationship to yo | ou** | Revocable*** | | Date of birth (dd-mm-yyyy) | Percentage of benefits | |
| | | Revocable | | | % | |
| RSP | Beneficiary's first name | Middle initial | Middle initial Last name | | | |
| ☐ NREG | | | | | | |
| Relationship to you** | | Revocable*** | | Date of birth (dd-mm-yyyy) | Percentage of benefits | |
| | | L Revocable | | | % | |
| RSP | Beneficiary's first name | Middle initial | Last nam | e | | |
| ☐ NREG | | | | | | |
| Relationship to ye | ou** | Revocable | *** | Date of birth (dd-mm-yyyy) | Percentage of benefits | |
| | | L Kevocable | | | % | |

^{**}Following are the values to be used for relationship

| Husband (married) | Wife (married) | Civil union C | | Common-law |
|-------------------|----------------|---------------|-------------|------------|
| Fiancé(e) | Friend | Former spouse | Father | Mother |
| Brother | Sister | Son | Daughter | Nephew |
| Niece | Aunt | Uncle | Cousin | Grandchild |
| Grandparent | Step family | Family-in-law | Institution | Other |

^{***}Where Quebec law applies, a married or civil union spouse beneficiary is irrevocable unless you indicate otherwise. To avoid this restriction and make your legal spouse designation revocable, you must check the revocable box above.

If your beneficiary is irrevocable, you may not change your beneficiary designation and may not be able to withdraw/transfer your assets out of the plan unless you provide Sun Life Financial with the irrevocable beneficiary's written consent.

6 Contingent beneficiary designation (not valid in the province of Quebec)

Complete this section to appoint a contingent (secondary) beneficiary for your account.

If there is no surviving beneficiary at the time of my death, I declare that the following contingent beneficiary shall receive all benefits due on my death in accordance with any applicable legislation. If there is no surviving contingent beneficiary at the time of my death, the proceeds shall be paid to my estate.

I revoke all previous contingent beneficiary appointments.

| RSP | Beneficiary's first name | Middle initial | Last name | |
|---|------------------------------|----------------------------|-----------|------------------------|
| ☐ NREG | | | | |
| Relationship to y | ou** (refer to above values) | Date of birth (dd- | ·mm-yyyy) | Percentage of benefits |
| | | | | % |
| RSP | Beneficiary's first name | Middle initial | Last name | |
| ☐ NREG | | | | |
| Relationship to you** (refer to above values) | | Date of birth (dd-mm-yyyy) | | Percentage of benefits |
| | | | | % |
| RSP | Beneficiary's first name | Middle initial | Last name | |
| ☐ NREG | | | | |
| Relationship to y | ou** (refer to above values) | Date of birth (dd- | ·mm-yyyy) | Percentage of benefits |
| | | | | % |

7 Contributions

Note: You can only direct your contributions to either the RSP or the NREG, not both products.

| RSP member contributions | |
|--|--|
| I authorize my employer to deduct% (Note: Any amount over eligible percentage will go to volum | whole percentages only) per pay to be deposited ntary contributions. |
| Please select Option A, B or C to allocate your contribution Option A – Allocate 100% of the amount deducted from | |
| | duction amount to my RSP plus duction amount to my Spousal RSP |
| Option C – Allocate 100% of the amount deducted from | , |
| OR | |
| NREG contributions | |
| I authorize my employer to deduct % p Note: That any amount over eligible percentage contributions Employer contributions | er pay to be deposited into the plan. ons will go to voluntary. |

Select the product you wish to allocate your employer contributions.

Registered Retirement Savings Plan (RRSP)

☐ Non Registered Savings Plan (NREG)

When you enrol,

| Years of (continuous) participation on the plan | Your matching contribution | Your employer's matching contribution |
|---|----------------------------|---------------------------------------|
| 1 | 2.0% | 1.50% |
| 2 | 3.0% | 2.25% |
| 3 | 4.0% | 3.00% |
| 4 | 5.0% | 3.75% |
| 5 or more | 6.0% | 4.50% |

into my RSP.

8 Investment instructions

Choose funds from one or more of the following investment approaches.

Percentages must be in whole numbers and total 100%.

I request Sun Life Assurance Company of Canada to allocate contributions to the plan as follows. This instruction applies to all future contributions. *ALL Employer contributions will be directed 100% to the Total Energy Stock Fund.

Help me do it - target date funds

| Pick the target date fund closest to when you will need your money. | RRSP member allocation | NREG member allocation |
|---|---------------------------|---------------------------|
| BLK LP Index Retirement (QNB) | 9/ | % |
| BLK LP Index 2025 Fund (QNS) | 9/ | 5 % |
| BLK LP Index 2030 Fund (QNE) | 9/ | 5 % |
| BLK LP Index 2035 Fund (QNT) | 9/ | 5 % |
| BLK LP Index 2040 Fund (QNF) | 9/ | 5 % |
| BLK LP Index 2045 Fund (QOP) | 9/ | % |
| BLK LP Index 2050 Fund (QSZ) | % | % |
| BLK LP Index 2055 Fund (QYP) | 9/ | % |
| BLK LP Index 2060 Fund (QJO) | 9/ | % |
| Let me do it Pick from any of the funds listed on this form to build your own portfolio that matches your Investment Risk Profile. | RRSP member allocation | NREG member allocation |
| SLA 1Yr Guaranteed Fund (012) | 9/ | |
| SLA 3Yr Guaranteed Fund (036) | 9 | % |
| SLA 5Yr Guaranteed Fund (060) | 9/ | % |
| SLF Money Market (X21) | 9 | % |
| PH&N Bond Fund (U44) | 9 | % |
| TDAM Cdn Bond Index Fund (X37) | 9/ | % |
| B.G. Balanced Fund (U07) | 9 | % |
| Invesco Income Growth C (X23) | 9 | |
| B.G. Canadian Equity (U05) | 9/ | |
| Fidelity True North Fund (X56) | 9 | |
| SL Dynamic Equity Income (QTO) | 9 | |
| Total Energy Serv Stock (A5V) | 9/ | |
| BG American Equity (U21) | 9 | |
| BLK EAFE Equity Index (W45) | 9 | |
| Invesco Global R E Listed (QRY) | 9/ | |
| Invesco Global Small Cap (QVC) | 9/ | |
| MFS Intl Equity (QON) | 9/ | |
| TDAM US Mkt Index Fund (X40) | 9/ | |
| Total | 100 % | 6 100 % |

If the total % does not equal 100%, or if this information is not completed, Sun Life Assurance Company of Canada reserves the right to invest the difference/total in the default fund chosen for the plan by your plan sponsor, which is the BLK LP Index Fund closest to without exceeding your 65th birthday.

9 Your authorization and signature

I require that all future communications, including this application and Group Plan documents, be provided in English. I understand that for contributions invested in Total Energy Stock Fund, the terms and conditions set out in the Custodial Agreement between the Custodian and my plan sponsor apply.

I understand that for contributions invested in segregated funds or guaranteed funds, the terms and conditions set out in the Group Annuity Policy issued to my plan sponsor by Sun Life Assurance Company of Canada apply.

I acknowledge that by enrolling in this plan, I am bound by the terms of the group savings plan contract* between my plan sponsor and Sun Life Financial Trust Inc., the applicable details of which have been or will be provided or made available to me by Sun Life Financial Trust Inc. or my plan sponsor as part of the enrolment process.

I understand that the funds available in my plan are offered under a group savings plan contract issued to my plan sponsor by Sun Life Financial Trust Inc.

I authorize Sun Life Financial Trust Inc., its agent, Sun Life Assurance Company of Canada, and their agents and service providers, to collect, use and disclose to my plan sponsor, its agents and service providers, my personal information, which may include annual income information, for the purpose of plan administration.

I also authorize Sun Life Financial Trust Inc., its agent, Sun Life Assurance Company of Canada, and their agents and service providers to disclose my personal information to the advisor appointed by my plan sponsor, if any, or to my personal advisor for the purpose of enabling in-plan advisory services.

* Group savings plan contract includes a group annuity policy issued by Sun Life.

| Unless I select 'No' below, I agree that my information may be collected, used and shared with the members of the Sun Life Financial group of companies**, their agents and service providers to inform me of other financial products and services that they believe meet my changing needs. | | | | |
|---|-------------------|--|--|--|
| No, I refuse permission. **The companies in the Sun Life Financial group of companies mean only those companies identified in Sun Life Financial's Privacy Policy for Canada which is available on the Sun Life Financial website, www.sunlife.ca. | | | | |
| Which is available on the Juli Life Hildricial website, <u>www.sunine.cd.</u> | | | | |
| Owner Signature X | Date (dd-mm-yyyy) | | | |

10 Respecting your privacy

Respecting your privacy is a priority for the Sun Life group of companies. We keep in confidence personal information about you and the products and services you have with us to provide you with investment, retirement and insurance products and services to help you meet your lifetime financial objectives. To meet these objectives, we collect, use and disclose your personal information for purposes that include: underwriting; administration; claims adjudication; protecting against fraud, errors or misrepresentations; meeting legal, regulatory or contractual requirements; and we may tell you about other related products and services that we believe meet your changing needs. The only people who have access to your personal information are our employees, distribution partners such as advisors, and third-party service providers, along with our reinsurers. We will also provide access to anyone else you authorize. Sometimes, unless we are otherwise prohibited, these people may be in countries outside Canada, so your personal information may be subject to the laws of those countries. You can ask for the information in our files about you and, if necessary, ask us in writing to correct it. To find out more about our privacy practices, visit www.sunlife.ca/privacy.

Group Retirement Services are provided by Sun Life Assurance Company of Canada, a member of the Sun Life Financial group of companies.

SUN LIFE FINANCIAL TRUST INC. GROUP RETIREMENT SAVINGS PLAN DECLARATION OF TRUST

Sun Life Financial Trust Inc. (the "Trustee"), a trust company authorized to carry on business under the laws of Canada, hereby declares that it is the trustee of the Sun Life Financial Trust Inc. Group Retirement Savings Plan (the "Plan") established for each individual owner (the "Participant") named on an application (the "Application") for a Plan, on the terms and conditions set out below. The term "Participant" has the same meaning as the term "annuitant" in subsection 146(1) of the Income Tax Act (Canada). The Participant must be an eligible employee or member of the plan sponsor (the "Plan Sponsor") identified on the Application or the spouse of such eligible employee or member. When referring to the spouse of a Participant, the term "spouse" includes any person who is recognized as a spouse or common-law partner for the purposes of any provision of the Income Tax Act (Canada) respecting registered retirement savings plans.

1. REGISTRATION AND COMPLIANCE WITH TAX LEGISLATION

The Trustee, or Agent described in Section 2 below, will apply to register the Plan as a retirement savings plan under the Income Tax Act (Canada) and any applicable provincial income tax legislation relating to retirement savings plans (the Income Tax Act and such applicable provincial legislation are herein collectively called the "Applicable Tax Legislation"). The Plan will at all times comply with or will be amended as soon as practicable to comply with Applicable Tax Legislation. No advantage that is conditional in any way on the existence of the Plan will be extended to the Participant or to a person with whom the Participant is not dealing at arms length, unless such advantage is permitted under the Applicable Tax Legislation.

2. ADMINISTRATION

The Trustee has appointed Sun Life Assurance Company of Canada (the "Agent") as its agent to perform administrative duties relating to the operation of the Plan as agreed to by the Trustee and the Agent. The Trustee remains ultimately responsible for the administration of the Plan. The Plan Sponsor is the agent of the Participant for the purposes of the Plan.

3 CONTRIBILITIONS

The Trustee will accept such contributions in cash and other property as are acceptable to it and made to the Plan by (i) the Participant, (ii) the Plan Sponsor as the agent of the Participant, and (iii) the spouse of the Participant, or the Plan Sponsor as the agent of the spouse of the Participant, if the Plan is a spousal Plan. Contributions to the Plan will be invested in (i) term deposits offered by the Trustee, (ii) group annuity contract(s) issued by Sun Life Assurance Company of Canada, and (iii) other investment options that the Trustee, in its discretion, approves from time to time.

4. INVESTMENTS

The contributions together with any earnings in respect thereof will be held by the Trustee in trust for the Participant and invested in accordance with (i) the terms and conditions of this Declaration of Trust, (ii) the terms and conditions which apply to the investments held in this Plan, and (iii) the provisions of the Applicable Tax Legislation which apply to retirement savings plans. If there is a conflict between the terms of this Declaration of Trust and the terms of the investments in which contributions are made, the terms of this Declaration of Trust will govern. Each contribution received by the Trustee or the Agent, together with earnings in respect thereof, will be invested and reinvested in the permitted investments selected by the Participant or, if applicable, by the Plan Sponsor on the Participant's behalf.

5. PARTICIPANT'S ACCOUNT

The Agent will maintain an account in the name of the Participant to record the amounts to the credit of the Plan.

6. OVERCONTRIBUTIONS

THE PARTICIPANT OR THE PARTICIPANT'S SPOUSE, AS APPLICABLE, IS SOLELY RESPONSIBLE TO ENSURE THAT CONTRIBUTIONS DO NOT EXCEED THE MAXIMUM AMOUNT PERMITTED UNDER APPLICABLE TAX LEGISLATION FOR A TAXATION YEAR. The Trustee or the Agent will, upon receipt of a written application in a form satisfactory to it, refund to the Participant or the Participant's spouse, as applicable, any amount necessary to reduce the amount of tax otherwise payable under Part X.1 of the Income Tax Act (Canada).

7. PURCHASE OF RETIREMENT INCOME AT MATURITY OF PLAN

The Plan can mature on any date specified by the Participant (the "Plan Maturity Date") which is not later than the latest date permitted under the Income Tax Act (Canada) for maturity of registered retirement savings plans (the "Latest Maturity Date"), provided that the Participant may not specify a Plan Maturity Date which is prior to the date of termination of the employment or membership of the Participant or the spouse of the Participant with the Plan Sponsor, as applicable, unless the Agent receives written permission from the Plan Sponsor to terminate the Plan prior to such termination date. On the Plan Maturity Date, the Trustee will liquidate the assets under the Plan and use the proceeds to provide a retirement income, as defined by the Applicable Tax Legislation ("Retirement Income"), for the Participant or to provide to the Participant the full or partial commutation of Retirement Income under the Plan.

The Participant may choose any form of Retirement Income which is permitted by the Applicable Tax Legislation, subject to the following:

- (a) The Retirement Income will be provided by a person (which may be the Trustee or the Agent) qualified under the Applicable Tax Legislation to provide a retirement income.
- (b) Unless otherwise permitted under the Applicable Tax Legislation, an annuity will be payable in equal annual or more frequent payments during its term.
- (c) No annuity will provide for periodic payments in a year after the death of the first annuitant, the aggregate of which exceeds the aggregate of the payments under the annuity in a year before that death.
- (d) Any annuity may not be assigned in whole or in part.
- (e) If the Participant elects an annuity with a guaranteed term, it cannot exceed a term of years equal to 90 minus the Participant's age in whole years at the Plan Maturity Date or, if the Participant's spouse is younger than the Participant and the Participant so chooses, the age of the Participant's spouse in whole years at the Plan Maturity Date.

If the Participant's spouse is the beneficiary under the Plan, he or she will continue to receive the annuity payments. If the Participant's spouse is not the beneficiary under the Plan, any annuity from the Plan will be commuted on the Participant's death and paid in one lump sum to the beneficiary.

The Participant's election of a form of Retirement Income must be received by the Trustee in writing at least 60 days before the Plan Maturity Date which the Participant has chosen. The election must be in sufficient detail to enable the Trustee to provide the chosen Retirement Income. If the Trustee does not receive the Participant's election by November 1st in which the Latest Maturity Date occurs, the Plan Maturity Date will be the last business day of that year and the Trustee may, in its sole discretion, use the proceeds of the Plan to: (i) provide a Retirement Income which satisfies the provisions of this Section 7 or (ii) issue a lump sum payment to the Participant, less any amount required to be withheld for income tax purposes or (iii) transfer the amount to the credit of the Plan to a registered retirement income fund established by the Agent, and the Participant hereby appoints the Agent as its attorney in fact to execute all such documents and make such elections as are necessary to establish and operate the said registered retirement income fund. Upon such transfer, any proceeds of the said registered retirement income fund payable upon the Participant's death shall become payable to the Participant's estate, unless the Participant subsequently designates a beneficiary to receive such proceeds.

No further contributions may be made to the Plan after the Plan Maturity Date. The statement of the Participant's date of birth on the Application will be deemed to be the Participant's certification of his or her age. The Trustee reserves the right to require proof of age before providing a Retirement Income under this Section.

8. DEATH OF PARTICIPANT PRIOR TO PLAN MATURITY

If the Participant dies before the Retirement Income begins, the Trustee will, upon receipt of satisfactory evidence of the Participant's death and all legal documents which the Trustee requests, realize the assets in the Plan. Subject to the deduction of all proper charges, including any applicable income tax, the proceeds of the Plan will be held by the Trustee in trust for payment in a lump sum to the designated beneficiary (where permitted by applicable law) under the Plan. If no beneficiary has been designated, or if the designated beneficiary has predeceased the Participant, or if otherwise required by law, the Trustee will make a lump-sum payment to the legal personal representative of the Participant. No such payment will be made unless and until the Trustee receives such releases and other documents the Trustee requests.

9. DESIGNATION OF BENEFICIARY

Except where provided to the contrary under applicable provincial law, the Participant may only make, change or revoke a beneficiary in a form acceptable to, or prescribed by, the Agent. To be effective, any designation of beneficiary or change or revocation of beneficiary must have been delivered to the Agent before any payment as a result of the death of the Participant has been made on behalf of the Trustee.

10. TRANSFERS TO OTHER PLANS

The Plan, subject to the terms and conditions of each investment in which contributions are then invested and if approved in writing by the Plan Sponsor, may be amended or revised to permit the payment or transfer before the Plan Maturity Date, on the Participant's behalf, of any monies to:

- (a) a registered pension plan for the benefit of the Participant,
- (b) a registered retirement savings plan or registered retirement income fund under which the Participant is the annuitant, or
- (c) a registered retirement savings plan or registered retirement income fund under which the Participant's spouse or former spouse is the annuitant, provided the provisions of the Applicable Tax Legislation are satisfied.

It is specifically provided, however, that, upon the Participant or, in the case of a spousal Plan, the spouse of the Participant ceasing to be an eligible employee or member of the Plan Sponsor, as the case may be:

- (i) no further contributions under the Plan will be accepted by the Trustee after receipt of notice thereof from the Plan Sponsor, and
- (ii) the Participant shall direct the Trustee in writing to amend the Plan to transfer the amount to the credit of the Plan to another issuer, or to another group retirement savings plan established by the Agent, but should the Participant fail to so direct the Trustee within 30 days of the Participant ceasing or, in the case of a spousal Plan, the spouse of the Participant ceasing to be an eligible employee or member of the Plan Sponsor, as the case may be, or such other period as agreed to between the Plan Sponsor and the Trustee, the Trustee shall be entitled, in its sole discretion, to amend the Plan to transfer such amount to an individual retirement savings plan established by the Agent under another group retirement savings plan under which the Participant is the annuitant and for which the Agent shall apply for registration. The Participant hereby appoints the Agent as its attorney in fact to execute all such documents and make such elections as are necessary to establish and operate the said registered retirement savings plan. Upon such transfer, any proceeds payable on the Participant's death shall become payable to the Participant's estate, unless the Participant subsequently designates a beneficiary to receive such proceeds.

11. WITHDRAWALS

The Participant may not withdraw any portion of the amount to the credit of the Plan prior to the Plan Maturity Date unless the Agent receives written permission from the Plan Sponsor. Any such withdrawal will be subject to the deduction of all proper charges, including any applicable income tax.

12 FEES AND EXPENSES

The Trustee and its Agent will be entitled to receive such fees and administration charges for their services hereunder as they, in their absolute discretion, will determine from time to time. In addition, they will be entitled to reimbursement of all disbursements such as postage, delivery charges, taxes, etc. incurred by them in the performance of their respective duties hereunder, and to a fee for any exceptional services performed hereunder. However, the Trustee is not entitled to reimbursement from the Plan or the Member for any charges, taxes or penalties imposed under Applicable Tax Legislation as issuer of a retirement savings plan. The Trustee or its Agent may deduct the amount of any such fees, charges or reimbursements from the Participant's account and to do so may, in their absolute discretion, realize or cause to be realized assets of the Plan to provide such fees, charges and disbursements. Notice of any change of fees and expenses will be given to the Plan Sponsor as agent of the Participant.

13. AMENDMENTS

The Plan may be amended only by the Trustee, with the concurrence of the authorities administering the Applicable Tax Legislation. No amendments may be made which would disqualify the Plan as a registered retirement savings plan under the Applicable Tax Legislation. Amendments made to ensure that the Plan complies with the Applicable Tax Legislation will be effective when made and without notice thereof to the Participant or the Plan Sponsor. Written notice of all other amendments will be given to the Participant and the Plan Sponsor. Unless otherwise required by law, each such amendment will be effective when made, regardless of when notice is given to the Participant and the Plan Sponsor.

14. NOTICES

Any notice, statement, payment, confirmation or receipt required to be given to the Participant by the Plan Sponsor, Trustee or Agent will be sufficiently given if delivered personally, sent by fax, electronic transmission (if permitted), or mailed, postage prepaid, and addressed to the Participant at the address of the Participant last known to the Agent in connection with the Plan, and will be deemed to have been given at the time of delivery or on the date of mailing it was mailed, faxed or transmitted electronically, as the case may be. Any notice required to be given to the Trustee or Agent hereunder will be in writing and will be delivered personally, sent by fax, electronic transmission, or mailed, postage prepaid and addressed to the Agent at its principal office in Toronto, Ontario and will be deemed to have been given on the date it is received by the Agent at its principal office in Toronto, Ontario. Any notice required to be given to the Plan Sponsor by the Trustee or Agent hereunder will be sufficiently given if delivered personally, sent by fax, electronic transmission, or mailed, postage prepaid, and addressed to the Plan Sponsor at the address of its principal office in Canada last known to the Agent in connection with the Plan, and will be deemed to have been given at the time of delivery or on the date it was mailed, faxed or transmitted electronically, as the case may be.

15. GOVERNING LAW

This Declaration of Trust will be construed and enforced in accordance with the laws of the province shown in the address of the Participant on the application.

16. INDEMNITY

The Participant, and the successors, executors and administrators of the Participant will at all times indemnify and save harmless the Trustee and its Agent in respect of any taxes, assessments or other charges levied or imposed by any governmental authority upon or in respect of the Plan. The Trustee or its Agent will be entitled to and will be fully protected in acting upon any instrument, certificate, notice or other writing believed by the Trustee or its Agent to be genuine and to be signed or presented by proper person(s). The Trustee and its Agent will be under no duty to make any investigation or enquiring as to any statement contained in any such writing and will be entitled to accept the same as conclusive evidence of the truth and accuracy of the statement contained therein. When the Plan is terminated and the proceeds are withdrawn, the Trustee and its Agent will be released and discharged from any further responsibility or obligation in connection therewith. Except as otherwise provided herein, the Trustee and its Agent will not be liable for any loss incurred by the Plan, by the Participant or any beneficiary under the Plan, unless due to the negligence, wilful misconduct or lack of good faith of the Trustee and its Agent. This indemnity does not apply with respect to charges, taxes or penalties imposed on the Trustee under Applicable Tax Legislation as issuer of a retirement savings plan.

17. SUCCESSOR TRUSTEE

The Trustee or any successor trustee of the Plan may resign as a trustee by giving the Agent and the Plan Sponsor at least 30 days' prior written notice. The Agent may remove the Trustee upon giving the Trustee at least 30 days' written notice. Prior to resigning, the Trustee will appoint the replacement trustee designated by the Agent. No change in trustee may result in disqualifying the Plan as a registered retirement savings plan within the meaning of the Applicable Tax Legislation.

18. TERMINATION OF PLAN SPONSORSHIP

Should the Plan Sponsor cease to act as agent of the Participant for the purposes of the Plan, no further contributions may be made in respect of the Participant. Such action will not affect any annuity which has commenced before that date under the Plan or the amount to the credit of Plan.

19. LOCKED-IN RSPs

When contributions to the Plan are locked-in pursuant to provincial or federal pension legislation, the Participant will be governed by a locking in agreement or locked-in retirement account addendum, as applicable, in the form provided by the Trustee when the Participant executes the Application or as soon as practicable thereafter. The terms of such locking-in agreement or addendum will override any contrary provisions in this Declaration of Trust.

Privacy

Respecting your privacy is a priority for the Sun Life group of companies. We keep in confidence personal information about you and the products and services you have with us to provide you with investment, retirement and insurance products and services to help you meet your lifetime financial objectives. To meet these objectives, we collect, use and disclose your personal information for purposes that include: underwriting; administration; claims adjudication; protecting against fraud, errors or misrepresentations; meeting legal, regulatory or contractual requirements; and telling you about other related products and services that we believe meet your changing needs. The only people who have access to your personal information are our employees, distribution partners such as advisors, and third-party service providers, along with our reinsurers. We will also provide access to anyone else you authorize. Sometimes, these people may be in countries outside Canada, so your personal information may be subject to the laws of those countries. You can ask for the information in our files about you and, if necessary, ask us in writing to correct it. To find out more about our privacy practices, visit sunlife.ca/privacy.

More choice means better communication

Sun Life is committed to providing you with the information you need to stay informed and get the most out of your plan. We're also committed to using electronic channels for more communications so that together, we'll reduce the amount of paper we use, making us even greener!

You can set contact preferences to allow you to specify how you would like to receive information from us. This supports our ability to comply with anti-spam legislation (Bill C-28), which impacts all electronic communications.

Our Privacy Policy goes over the choice you have about receiving information regarding other products and services from Sun Life. Please visit **sunlife.ca/privacy** to view our Privacy Policy.

If you wish to change your preferences regarding the information you receive from us, you can let us know by visiting the preferences page under the **Profile** section of the **mysunlife.ca** web site or by calling the Sun Life Client Care Centre.

There are no tax implications when assets are transferred in the registered portion of your retirement savings plan. However, transfer/withdrawal activity in the non-registered portion of your plan may result in a capital gain or loss. A capital gain is the profit that you realize when you sell an investment for more than its average cost. A capital loss is the loss that you realize when you sell an investment for less than its average cost. Capital gains or losses can also be triggered due to sales within the fund by a segregated fund manager, or by the sale of underlying funds.

Capital gains and losses must be reported to you in the year the transfer/withdrawal activity was completed. You can use any capital losses to offset capital gains realized from other sources during the year, offset capital gains that you have reported in the past three years or reduce future capital gains.

This material is intended as a general guideline for information purposes, and is current as of the date indicated on the last page. Market conditions and other factors change over time, and this will affect either positively or negatively one or more asset classes. The investment assumptions we've used are based upon historical investment returns, and past returns may not reflect future investment performance. In order to identify an asset allocation model, which is appropriate for your individual circumstances, you should consult a qualified financial planner who is familiar with your personal financial circumstances and understands your tolerance for risk.

The term "fund" as used in this document is meant to imply segregated funds, mutual funds or asset allocation models/portfolios that may be available in your plan.

Even though we use the term "my money" throughout this guide, contributions and returns invested in guaranteed or segregated funds while under a group annuity policy with Sun Life Assurance Company of Canada (Sun Life) are the property of Sun Life.

Contact Sun Life's Client Care Centre any business day from 8 a.m. to 8 p.m. ET if you have any questions about your plan at work.

Tax implications

Disclaimer

