

## SUBSCRIPTION AGREEMENT

August 13, 2020

Manulife Financial Corporation  
200 Bloor Street East  
Toronto, ON M4W 1E5

Attention: Halina K. von dem Hagen, Global Treasurer and Head of Capital Management

Ladies and Gentlemen:

We understand that Manulife Financial Corporation (the “**Corporation**”), a Canadian corporation incorporated under the *Insurance Companies Act* (Canada) (the “**ICA**”), intends, upon the terms and subject to the conditions contained herein, to create, issue and sell to the Managers (as defined below) US\$1,155,000,000 in aggregate principal amount of 3.050% Senior Notes due August 27, 2060 (the “**Notes**”) in an offering (the “**Offering**”) pursuant to the Prospectus (as defined below) and on the terms and conditions set out herein.

We also understand that the Corporation has (i) prepared and filed with the Ontario Securities Commission (the “**Reviewing Authority**”) and the other Canadian Securities Regulators (as defined below) in accordance with National Instrument 44-101 – *Short Form Prospectus Distributions* and National Instrument 44-102 – *Shelf Distributions* (together, the “**Shelf Procedures**”) a (final) short form base shelf prospectus dated December 9, 2019 relating to the offering from time to time of up to \$10,000,000,000 in aggregate initial offering price of debt securities, Class A Shares, Class B Shares, Class 1 Shares, Common Shares, subscription receipts, warrants and units of the Corporation (the “**Base Prospectus**”) and (ii) obtained from the Reviewing Authority receipts for the Base Prospectus for and on behalf of itself and each of the other Canadian Securities Regulators pursuant to Multilateral Instrument 11-102 – *Passport System* and National Policy 11-202 – *Process For Prospectus Reviews in Multiple Jurisdictions* (collectively, the “**Passport System**”). We also understand that the Corporation will prepare and file, without delay, a prospectus supplement dated no later than August 13, 2020 (the “**Prospectus Supplement**”) relating to the Offering, and all necessary related documents.

The information included in the Prospectus Supplement that is permitted under the Shelf Procedures to be omitted from the Base Prospectus for which receipts or other evidences of acceptance have been obtained but that is deemed under the Shelf Procedures to be incorporated by reference into the Base Prospectus as of the date of and by virtue of the Prospectus Supplement is referred to herein as the “**Shelf Information**”.

The Notes shall be issued pursuant to the terms of a trust indenture dated as of May 19, 2005 between the Corporation and CIBC Mellon Trust Company (the “**Initial Trustee**”), as initial trustee, as supplemented by a first supplemental indenture dated as of May 19, 2005, a second supplemental indenture dated as of March 28, 2006, a third supplemental indenture dated as of June 26, 2008, a fourth supplemental indenture dated as of April 8, 2009, a fifth supplemental indenture dated as of June 2, 2009 and a sixth supplemental indenture dated as of August 20, 2010, in each case, between the Corporation and the Initial Trustee, a seventh supplemental indenture dated as of June 23, 2016, an eighth supplemental indenture dated as of December 2, 2016 and a ninth supplemental indenture dated as of June 1, 2020, in each case, between the Corporation, BNY Trust Company of Canada, The Bank of New York Mellon, London Branch, and The Bank of New York Mellon (Luxembourg) S.A. and a tenth supplemental

indenture to be dated as of the Closing Date (as defined below) between the Corporation, BNY Trust Company of Canada (the “**Trust Company**”), as trustee, The Bank of New York Mellon, London Branch (the “**Principal Paying Agent**”), as principal paying agent, and The Bank of New York Mellon (Luxembourg) S.A. (the “**Registrar**”), as registrar and transfer agent (collectively, the “**Trust Indenture**”), and shall, in all material respects, have the attributes and characteristics described in the Base Prospectus and the Prospectus Supplement. The Notes shall be in the form agreed to by the Corporation and the Managers. The Notes shall be direct unsecured obligations of the Corporation.

The Notes are intended to be listed on the Taipei Exchange (the “**TPEX**”) in the Republic of China (“**ROC**”) on the Closing Date and application has been made by the Corporation to the TPEX for listing of, and permission to deal in, the Notes by way of debt issues to Professional Institutional Investors (as defined below). Purchasers of the Notes are not permitted to sell or otherwise dispose of the Notes except by transfer to Professional Institutional Investors.

The Notes were priced on August 13, 2020. The Notes will be issued at a price equal to 100% of their principal amount. Based upon and subject to the terms and conditions set out in this Agreement, the Corporation hereby appoints each of Standard Chartered Bank (Taiwan) Limited (the “**Lead Manager**”), HSBC Bank (Taiwan) Limited, Australia and New Zealand Banking Group Limited, Taipei Branch, BNP Paribas SA, Taipei Branch and DBS Bank (Taiwan) Ltd. (collectively with the Lead Manager, the “**Managers**” or, each individually, a “**Manager**”), on a several basis and not a joint nor joint and several basis, as its sole and exclusive agents, to, on a firm-commitment basis, subscribe or procure subscription of the Notes and the Managers hereby accept such appointment in accordance with the terms and conditions of this Agreement and the principal amount of the Notes subscribed by each Manager (each a “**Commitment**”) as set forth in Section 16 of this Agreement.

## **Terms and Conditions**

The following are the terms and conditions of the agreement between the Corporation and the Managers:

### 1. **Definitions**

- (a) Where used in this Agreement or in any amendment hereto, the following terms shall have the following meanings, respectively:

“**affiliate**”, “**distribution**”, “**material change**”, “**material fact**”, “**misrepresentation**”, and “**subsidiary**” shall have the respective meanings given to such terms in the *Securities Act* (Ontario), as amended;

“**Agreement**” means this subscription agreement;

“**Auditor**” means, in respect of the Corporation, the accounting and auditing firm of Ernst & Young LLP (Canada) or its successors, in its capacity as auditor of the Corporation;

“**Base Prospectus**” has the meaning ascribed to such term above;

“**Canadian Securities Laws**” means, collectively, all applicable securities laws of each of the provinces and territories of Canada and the regulations, rules, rulings, decisions and

orders made thereunder, together with the applicable policy statements and prescribed forms issued by the Canadian Securities Regulators;

**“Canadian Securities Regulators”** means the applicable securities commissions or similar regulatory authorities in each of the provinces and territories of Canada, and **“Canadian Securities Regulator”** means any one of them;

**“CBC”** has the meaning ascribed to such term in Subsection 3(h)(i)A;

**“Claims”** has the meaning ascribed to such term in Subsection 10(d);

**“Closing Date”** means August 27, 2020 or any other date as may be agreed to by the Corporation and the Lead Manager, acting reasonably;

**“Commission”** means (i) a fee equal to 0.65% (65 basis points) of the aggregate principal amount of the Notes distributed on the Closing Date, calculated based on the allocations as set forth in Section 16 on account of services rendered by the Managers, in connection with the Offering; and (ii) a fee equal to 0.03% (3 basis points) of the aggregate principal amount of the Notes distributed on the Closing Date to the Lead Manager, calculated based on the Lead Manager's allocation as set forth in Section 16 on account of liquidity services rendered by the Lead Manager;

**“Commitment”** has the meaning ascribed to such term above;

**“Corporation”** has the meaning ascribed to such term above;

**“Defaulted Securities”** has the meaning ascribed to such term in Section 16.

**“Financial Information”** means, collectively:

- (i) the information under the heading “Consolidated Capitalization” included in the Base Prospectus and under the headings “Consolidated Capitalization” and “Earnings Coverage Information” in the Prospectus Supplement;
- (ii) the text, tables and notes under the heading “Management's Discussion and Analysis”, as set out in the Corporation's Management's Discussion and Analysis for the audited consolidated financial statements for the years ended December 31, 2019 and 2018 incorporated by reference in the Prospectus;
- (iii) the Corporation's audited consolidated financial statements and the notes thereto for the years ended December 31, 2019 and 2018, together with the *Reports of Independent Registered Public Accounting Firm* thereon, and any other financial information derived therefrom, incorporated by reference in the Prospectus;
- (iv) the Corporation's unaudited interim consolidated financial statements, including the notes thereto for the three and six month periods ended June 30, 2020 incorporated by reference in the Prospectus; and

- (v) the text, tables and notes under the heading “Management’s Discussion and Analysis”, as set out in the Corporation’s Management’s Discussion and Analysis for the unaudited consolidated financial statements for the three and six month periods ended June 30, 2020 incorporated by reference in the Prospectus;

“**ICA**” has the meaning ascribed to such term above;

“**IFRS**” means generally accepted accounting principles in effect from time to time in Canada including, without limitation, the accounting recommendations published in the CPA Canada Handbook by CPA Canada, or any successor institute, which is International Financial Reporting Standards as applicable to the Corporation;

“**Indemnified Party**” has the meaning ascribed to such term in Subsection 10(d);

“**Indemnifying Party**” has the meaning ascribed to such term in Subsection 10(d);

“**Information**” has the meaning ascribed to such term in Subsection 3(d);

“**Insurance Licences**” has the meaning ascribed to such term in Subsection 7(f);

“**Lead Manager**” has the meaning ascribed to such term above;

“**Manager**” and “**Managers**” have the meanings ascribed to such terms above;

“**Manager Parties**” has the meaning ascribed to such term in Subsection 3(d), and “**Manager Party**” means any one of them;

“**Managers’ Indemnified Parties**” has the meaning ascribed to such term in Subsection 10(f), and “**Managers’ Indemnified Party**” means any one of them;

“**Material Adverse Effect**” means a material adverse effect on the condition, financial or otherwise, or the results of operations, business affairs or business prospects of the Corporation and its Subsidiaries, taken as a whole;

“**Material Subsidiaries**” means collectively the corporations set forth in Column 1 of the table in Schedule A to this Agreement, and “**Material Subsidiary**” means any one of them;

“**Money Laundering Laws**” has the meaning ascribed to such term in Subsection 7(y);

“**Noteholder**” means the person in whose name a Note is registered;

“**Notes**” has the meaning ascribed to such term above;

“**Offering**” has the meaning ascribed to such term above;

“**OSFI**” means the Office of the Superintendent of Financial Institutions (Canada);

“**Passport System**” has the meaning ascribed to such term above;

“**Permitted Parties**” has the meaning ascribed to such term in Subsection 3(e), and “**Permitted Party**” means any of them;

**“Principal Paying Agent”** has the meaning ascribed to such term above;

**“Professional Institutional Investors”** means professional institutional investors under Paragraph 2, Article 4 of the Financial Consumer Protection Act of the ROC, which currently include: (i) overseas or domestic banks, securities firms, futures firms and insurance companies (excluding insurance agencies, insurance brokers and insurance surveyors), the foregoing as further defined in more detail in Paragraph 3, Article 2 of the Financial Supervisory Commission Organization Act of the ROC, (ii) overseas or domestic fund management companies, government investment institutions, government funds, pension funds, mutual funds, unit trusts, and funds managed by financial service enterprises pursuant to the Securities Investment Trust and Consulting Act, the Future Trading Act or the Trust Enterprise Act, each of the ROC, or investment assets mandated and delivered by or transferred for trust by financial consumers and (iii) other institutions recognised by the Financial Supervisory Commission of the ROC;

**“Prospectus”** means, collectively, the Base Prospectus and the Prospectus Supplement, including the documents incorporated or deemed to be incorporated by reference therein;

**“Prospectus Amendment”** means any amendment or supplement to the Prospectus;

**“Prospectus Supplement”** has the meaning ascribed to such term above;

**“Prospectus Supplement Date”** means the date of the Prospectus Supplement;

**“Registrar”** has the meaning ascribed to such term above;

**“Reviewing Authority”** has the meaning ascribed to such term above;

**“ROC”** has the meaning ascribed to such term above;

**“Sanctions”** has the meaning ascribed to such term in Subsection 7(z);

**“Sanctioned Countries”** has the meaning ascribed to such term in Subsection 7(z);

**“Sanctioned Persons”** has the meaning ascribed to such term in Subsection 7(z);

**“SEC”** means the United States Securities and Exchange Commission;

**“Securities Act”** means the *U.S. Securities Act of 1933*, as amended;

**“SEDAR”** means the System for Electronic Document Analysis and Retrieval established by National Instrument 13-101 of the Canadian Securities Administrators;

**“Shelf Information”** has the meaning ascribed to such term above;

**“Shelf Procedures”** has the meaning ascribed to such term above;

**“Standard & Poor’s”** means S&P Global Ratings, acting through Standard & Poor’s Financial Services LLC;

**“Subsidiaries”** means, collectively, all of the subsidiaries of the Corporation and **“Subsidiary”** means any one of them;

**“Term Sheets”** means the following written documents: (a) the document dated August 13, 2020 entitled “Indicative Term Sheet – Senior Notes”; and (b) the document dated August 13, 2020 entitled “Final Term Sheet – Senior Notes”;

**“Time of Closing”** means 4:00 pm (Taipei time) / 4:00 am (Toronto time) on the Closing Date or such other time as the Lead Manager and the Corporation may agree upon in writing;

**“TPEX”** has the meaning ascribed to such term above;

**“TPEX Rules”** has the meaning ascribed to such term in Subsection 3(i);

**“Trust Company”** has the meaning ascribed to such term above;

**“Trust Indenture”** has the meaning ascribed to such term above; and

**“TSA”** has the meaning ascribed to such term in Subsection 3(h)(ii).

- (b) Unless otherwise expressly provided in this Agreement, words importing only the singular number include the plural and vice versa and words importing gender include all genders and the words include, includes and including shall be interpreted to be inclusive and not exclusive.
- (c) Any reference in this Agreement to any Section, Subsection, Paragraph or Clause shall refer to a section, subsection, paragraph or clause of this Agreement unless the context otherwise requires.
- (d) In this Agreement, unless otherwise defined, all initially capitalized terms have the respective meanings ascribed to them in the Prospectus.

## 2. **Certain Obligations of the Corporation**

- (a) The Corporation will fulfil to the satisfaction of the Managers’ counsel all legal requirements to be fulfilled by the Corporation to enable the Notes to be offered for sale and sold to Professional Institutional Investors in accordance with this Agreement and through the Managers.
- (b) The Corporation will (i) prepare and file, promptly after the execution of this Agreement and not later than August 13, 2020 with the Reviewing Authority as principal regulator, and with the securities regulatory authorities in each of the other provinces and territories of Canada, in accordance with the Shelf Procedures, the Prospectus Supplement, including the Shelf Information (in the English language), and (ii) advise the Managers promptly when such filings have been made. The Prospectus Supplement will be in such form as the Corporation and the Managers may mutually agree upon, acting reasonably, and may be filed only upon the deliveries referred to in Subsection 4(d) being completed.
- (c) Until the distribution of the Notes will have been completed, the Corporation will promptly take or cause to be taken all additional steps and proceedings that from time to time may be required under applicable laws to continue to qualify the Notes for distribution to Professional Institutional Investors in accordance with this

Agreement or in the event that the Notes have, for any reason, ceased to so qualify, to again so qualify the Notes.

- (d) The Corporation will provide to the Managers and their counsel reasonable access during normal business hours, for the period from the date hereof through the Time of Closing, to the officers, employees, facilities, books and records of the Corporation and its Subsidiaries in order to conduct all due diligence which the Managers may reasonably require to conduct in order to fulfill their obligations as Managers.

### 3. **Distribution of the Notes and Certain Obligations of the Managers**

- (a) Each Manager shall, on a firm-commitment basis, severally (but not jointly nor jointly and severally) subscribe and pay for or procure Professional Institutional Investors to subscribe and pay for the Notes on the Closing Date, only as permitted by and in compliance with applicable securities laws and the applicable selling restrictions set out in Schedule B to this Agreement and upon the terms and conditions set forth in the Prospectus and in this Agreement. For the avoidance of doubt, the Managers are not acting as underwriters in any province or territory of Canada and no action on the part of the Managers in their capacity as underwriters of Notes in Taiwan will create any impression or support any conclusion that they are acting as underwriters of the Notes in any province or territory of Canada.
- (b) The Managers shall market the Notes using the Term Sheets and the Prospectus. Each Manager undertakes to deliver sufficient copies of the Prospectus to potential investors in the Notes on or before the Closing Date.
- (c) Each Manager, severally (but not jointly nor jointly and severally), represents, warrants to the Corporation and agrees that:
  - (i) other than the Term Sheets and the Prospectus, it has not provided, and will not without the prior written approval (including by electronic communication) of the Corporation provide, any information in respect of the Notes to any potential investors in the Notes including, without limitation: (i) marketing materials in respect of the Notes; and (ii) any term sheets in respect of the Notes;
  - (ii) all licenses, consents, approvals, authorizations, orders and clearances of all regulatory authorities required by it for or in connection with the offer, subscription, sale, underwriting and/or distribution of the Notes have been obtained and are in full force and effect;
  - (iii) it has not offered or sold, and will not offer or sell, any Notes, directly or indirectly, to investors other than Professional Institutional Investors;
  - (iv) it is and will be solely responsible for conducting reasonable investigation to verify that a potential investor meets the criteria for a Professional Institutional Investor and for obtaining reasonable and credible supporting documents from such investor to evidence its/his/her meeting of such criteria;

- (v) it has complied with and will comply with all applicable laws and regulations in connection with the offer, subscription, sale, underwriting and distribution of the Notes;
  - (vi) the Commission payable to it has not been or will not be repaid or refunded by it by any means or in any form to the Corporation or its related parties or their designated persons; and
  - (vii) it is not a person in respect of which the Corporation is a “related issuer” within the meaning of National Instrument 33-105 – *Underwriting Conflicts*.
- (d) Any information that is not publicly available or within the public domain (but only for so long as such information is not publicly available or within the public domain (other than as a result of a disclosure by the Managers or the Manager Parties (as defined below) or a Permitted Party (as defined below) in breach of the confidentiality obligations set out in this Subsection 3(d)) concerning the business and affairs of the Corporation and its Subsidiaries and affiliates that is provided by the Corporation or its affiliates to the Managers (or their advisors) for purposes of the Managers’ due diligence investigations pursuant to Subsections 2(d) or 5(b) (the “**Information**”), shall be treated and held in confidence by the Managers and each of the Managers’ respective affiliates, agents, officers, directors, employees and advisors (collectively, the “**Manager Parties**”), and shall not be disclosed or used other than in connection with or in relation to the services to be performed by the Managers as contemplated in this Agreement, without the Corporation’s prior written consent (which consent shall not be unreasonably withheld or delayed), except (i) which is publicly available or in the public domain when received; (ii) which is received from third parties who are not, so far as the relevant Manager is reasonably aware, in breach of any duty of confidentiality owed to the Corporation; (iii) which was lawfully in the possession of the receiving party or its advisers prior to such disclosure; (iv) as required by law, rule or regulation or by any court or governmental authority, or in order to make a full defense against any claim against any of the Managers or any Permitted Party and in the course of any judicial, administrative or other legal or regulatory proceeding, or pursuant to a subpoena, civil investigative demand or other similar process, or pursuant to the rules and policies of any applicable securities commission, stock exchange, other regulatory authority under Canadian Securities Laws, or any self-regulatory authority or organization; or (v) in response to any investigation, inquiry or allegation by, or any communication with, any court, governmental authority, administrative body, securities commission, stock exchange, regulatory or self-regulatory authority or organization or other similar entity, and in the case of either (iv) or (v), only after, to the extent not prohibited by law, prior consultation with the Corporation by the Manager or the Manager Party or any Permitted Party required to disclose the Information. Notwithstanding the foregoing, nothing in this Subsection 3(d) shall (i) restrict, prohibit, diminish or otherwise adversely affect the ability of the Managers to perform their due diligence investigations, satisfy their due diligence obligations or establish a due diligence defense, including the dissemination of Information among and between the Managers, and the Manager Parties or any Permitted Party, or (ii) restrict or diminish the obligations of the Corporation to comply with applicable laws, including their obligation to ensure that the Prospectus contains full, true and plain disclosure of all material facts relating to the Notes. Each Manager shall ensure compliance with the confidentiality

obligations set out in this Subsection 3(d) by its and their respective Manager Parties and Permitted Parties.

- (e) The Corporation further expressly consents to each Manager and the respective Managers' Parties disclosing Information and information relating to it and its account(s) and/or dealing relationship(s) with the respective Managers, including but not limited to details of its facilities, any security taken, transactions undertaken and balances and positions with the respective Managers to: (i) the head office of the relevant Manager, any of its subsidiaries or subsidiaries of its holding company, affiliates, representative and branch offices in any jurisdiction; (ii) the professional advisers, insurers or insurance brokers and service providers of the parties set out in (i) above who are under a duty of confidentiality to such parties; (iii) any actual or potential assignee, novatee, transferee, participant or sub-participant in relation to any of the relevant Manager's rights and/or obligations under any agreement between the Corporation and the relevant Manager (or any agent or advisor of any of the foregoing) (together with the parties set out in (i) and (ii) above in respect of each Manager, the "**Permitted Parties**"); and (iv) any rating agency or direct or indirect provider of credit protection to any Permitted Party.
- (f) A Manager will not be liable to the Corporation under this Agreement with respect to any act or omission by another Manager under this Agreement.
- (g) The Corporation acknowledges and agrees that (i) the Managers are acting solely in the capacity of an arm's length contractual counterparty to the Corporation with respect to the Offering (including in connection with determining the terms of the Offering) and not as financial advisors or fiduciaries to the Corporation or any other person, (ii) neither the Managers nor any of their affiliates is advising the Corporation or any other person as to any legal, tax, investment, accounting or regulatory matters in any jurisdiction, and the Corporation shall consult with its own advisors concerning such matters and shall be responsible for making their own independent investigation and appraisal of the transactions contemplated hereby, and neither the Managers nor any of their affiliates shall have any responsibility or liability to the Corporation with respect thereto except as set forth in this Agreement, and (iii) any review by the Managers or any of their affiliates of the Corporation and the transactions contemplated hereby or other matters relating to such transactions will be performed solely for the benefit of the Managers or such affiliates, as the case may be, and shall not be on behalf of the Corporation or any other person. The Corporation waives to the full extent permitted by applicable law any claims it may have against the Managers arising from an alleged breach of fiduciary duty in connection with the Offering.
- (h) The Lead Manager shall:
  - (i) act as the Corporation's filing agent with respect to the application for listing and trading on the TPEX and perform the following services for the Corporation with respect to the Notes:
    - A. preparing the relevant documents as required by the Central Bank of the Republic of China (Taiwan) (the "**CBC**") and the TPEX and reporting to the CBC (with copies to the TPEX) and making other

regulatory filings in Taiwan, if any, in connection with the offer and issue of the Notes; and

- B. preparing the relevant documents and filing the listing application with the TPEX for the listing and trading of the Notes on the TPEX as soon as this Agreement is executed;
  - (ii) prepare the required submission materials and prepare for submission of this Agreement to the Taiwan Securities Association (the “**TSA**”) for its review and recordation as soon as this Agreement is executed but in no event later than four business days before the Closing Date; and
  - (iii) complete an announcement in connection with the issue and offering of the Notes in form and substance as required by the applicable laws and regulations on the website of the TSA on or about the day as separately agreed by the Corporation and the Lead Manager.
- (i) The Lead Manager shall act as the Corporation’s securities firm for providing quotations and liquidity services in respect of the Notes in accordance with Article 24-1 of the Taipei Exchange Rules Governing Management of Foreign Currency Denominated International Bonds (the “**TPEX Rules**”) and perform the following obligations for the Corporation with respect to the Notes:
- A. maintain or obtain, before the Closing Date, all licenses, consents, approvals, authorizations, orders and clearances of all regulatory authorities required for it to provide such services; and
  - B. provide the quotations and act as a liquidity provider for the Corporation in respect of the Notes in accordance with the TPEX Rules and relevant regulations so long as the Notes are listed on the TPEX;

#### 4. **Delivery of the Prospectus and Related Matters**

- (a) The Corporation will deliver, without charge, to the Managers sufficient copies of the Prospectus Supplement and the Base Prospectus (in the English language), signed and certified as required by Canadian Securities Laws, together with all documents or information incorporated or deemed to be incorporated by reference in the Prospectus and not previously delivered to the Managers; provided that if such document or information incorporated or deemed to be incorporated by reference in the Prospectus is available to the public on SEDAR, such document or information will be deemed to have been delivered in satisfaction of this requirement.
- (b) The Corporation will prepare and deliver promptly to the Managers sufficient copies of all Prospectus Amendments (in the English language), as applicable, signed and certified as required under Canadian Securities Laws, together with all documents or information incorporated or deemed to be incorporated by reference in the Prospectus, and not previously delivered to the Managers (provided that if such document or information incorporated or deemed to be incorporated by reference in the Prospectus is available to the public on SEDAR, such document

or information will be deemed to have been delivered in satisfaction of this requirement), and accompanied by documents corresponding to those referred to in Subsection 4(d).

- (c) Each delivery of the Prospectus and any Prospectus Amendment by the Corporation to the Managers will constitute the consent of the Corporation to the use of such document, as applicable, in connection with the Offering of the Notes and will constitute the representation and warranty of the Corporation to the Managers that, at the respective times of such delivery:
  - (i) all information and statements (except information and statements relating solely to the Managers and provided by the Managers in writing expressly for inclusion therein) contained therein:
    - A. are true and correct in all material respects and contain no misrepresentation; and
    - B. constitute full, true and plain disclosure of all material facts relating to the Notes and to the Corporation and its Subsidiaries considered as a whole;
  - (ii) such document does not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading in light of the circumstances in which they were made (except statements or facts relating solely to the Managers); and
  - (iii) such document complies in all material respects with Canadian Securities Laws at the time filed and at the time when it is first sent or delivered to a purchaser or potential purchaser.
- (d) Prior to or concurrently with the filing of the Prospectus Supplement, the Corporation must deliver to the Managers:
  - (i) a comfort letter from the Auditor of the Corporation dated the Prospectus Supplement Date, in form and substance satisfactory to the Managers, addressed to the Managers and the board of directors of the Corporation relating to the verification of the Financial Information, statistical and accounting data contained in or incorporated or deemed to be incorporated by reference in the Prospectus and matters involving changes or developments since the respective dates as of which specified Financial Information is given in the Prospectus (including Financial Information incorporated or deemed to be incorporated therein), to a date not more than two business days prior to the date of such letter; and
  - (ii) a letter from Standard & Poor's confirming the rating on the Notes to be at least "A", or any such other rating as may be satisfactory to the Lead Manager in its sole discretion.

5. **Material Change**

- (a) Prior to the Closing Date, the Corporation will promptly notify the Managers in writing of:
- (i) any material change, or any development involving a prospective material change, in the condition, financial or otherwise, or in the results of operations, business affairs or management of the Corporation and its Subsidiaries considered as a whole, whether or not arising in the ordinary course of business, from that set forth in the Prospectus, as amended or supplemented by any Prospectus Amendment prior to that time;
  - (ii) any material fact which has arisen or has been discovered and would have been required under Canadian Securities Laws to have been stated in the Prospectus had the fact arisen or been discovered on, or prior to, the Prospectus Supplement Date; and
  - (iii) any change in any material fact contained in the Prospectus or the occurrence or existence of any event, as a result of which it is necessary to amend or supplement the Prospectus (A) in order that the Prospectus will not include any untrue statement of a material fact or omit to state a material fact that is required to be stated or that is necessary in order to make the statements therein not misleading in light of the circumstances existing at the time it is delivered to a purchaser, or (B) in order to comply with Canadian Securities Laws.
- (b) Prior to the Closing Date, the Corporation will promptly, and in any event within any applicable time limitation, comply with all applicable filings and other requirements under Canadian Securities Laws as a result of such fact or change; provided that the Corporation will not file any Prospectus Amendment or other document without first providing a copy to and obtaining the approval of the Managers, which approval will not be unreasonably withheld, and will otherwise comply with all legal requirements necessary to distribute the Notes to Professional Institutional Investors in accordance with this Agreement; it being understood that any such approval will not constitute a waiver of the conditions set forth in Section 8. Prior to the filing of such a Prospectus Amendment, the Corporation will provide to the Managers and their counsel reasonable access during normal business hours, to the officers, employees, facilities, books and records of the Corporation and its Subsidiaries in order to conduct all due diligence which the Managers may reasonably require to conduct in order to fulfill their obligations as Managers.
- (c) Notwithstanding the provisions of Subsections 5(a) and 5(b), the Corporation will in good faith discuss with the Managers any change, event or fact contemplated in Subsection 5(a) which is of such a nature that there may be reasonable doubt as to whether notice should be given to the Managers under such Subsection.
- (d) If at any time prior to the Closing Date, any event referred to in Paragraphs 5(a)(i), 5(a)(ii) or 5(a)(iii) will have occurred as a result of which it is necessary in the opinion of counsel to the Managers or the Corporation, acting reasonably, to file any Prospectus Amendment, the Corporation will prepare and file promptly with the Canadian Securities Regulators and deliver to the Managers any Prospectus

Amendment which, in the opinion of counsel to the Managers or the Corporation, acting reasonably, may be necessary or advisable in order to ensure that the Prospectus or any Prospectus Amendment does not contain any misrepresentation or untrue statement of a material fact or omission of a material fact for the purposes of Canadian Securities Laws.

- (e) Prior to the Closing Date, the Corporation will advise the Managers promptly after receiving notice or obtaining knowledge thereof, of:
  - (i) the time when any Prospectus Amendment has been filed;
  - (ii) any request of any Canadian Securities Regulator for any Prospectus Amendment or for any additional information;
  - (iii) the issuance by any Canadian Securities Regulator or other regulatory authority of any cease trading order relating to any of the securities of the Corporation or its Subsidiaries, or the institution or threat of institution of any proceedings for that purpose; or
  - (iv) the receipt by the Corporation of any communication from any Canadian Securities Regulator or other regulatory authority relating to the Prospectus, any Prospectus Amendment or the Offering.

The Corporation will use its best efforts to prevent the issuance of any such cease trading or stop order and, if issued, to obtain the withdrawal thereof as soon as possible.

## 6. **Covenants of the Corporation**

The Corporation hereby covenants to the Managers that:

- (a) the Corporation will use its best efforts to fulfil, at or prior to the Closing Date, each of the conditions set out in this Agreement;
- (b) the net proceeds to the Corporation from the issuance and sale of the Notes by the Corporation to the Managers will be applied in the manner specified under "Use of Proceeds" in the Prospectus Supplement;
- (c) the Corporation will promptly notify the Lead Manager of any notice received by the Corporation prior to the Time of Closing that the rating assigned to the Notes by Standard & Poor's is to be lowered or that such rating agency has under surveillance or review, with possible negative implications, its rating of the Notes; and
- (d) the Corporation will: (i) prior to the Closing Date, use its best efforts to cause the TPEX to accept the issuance of the Notes on the terms and conditions of this Agreement and approve the listing of the Notes pursuant to the applicable by-laws, rules or regulations of the TPEX; and (ii) through the Lead Manager file with the TPEX all documents and notices reasonably required by the TPEX.

7. **Representations and Warranties of the Corporation**

The Corporation represents and warrants to and agrees with the Managers as of the date hereof and as of the Closing Date that:

- (a) the Corporation has been duly incorporated and organized and is validly existing as an insurance company with common shares under the ICA, is duly qualified to carry on its business in each jurisdiction in which the conduct of its business or the ownership, leasing or operation of its property and assets requires such qualification except to the extent that the failure to so qualify would not have a Material Adverse Effect and has all requisite power and authority (corporate and other) to conduct its businesses and to own, lease and operate its properties and assets except where failure to do so would not reasonably be expected to have a Material Adverse Effect, and, to execute, deliver and perform its obligations under this Agreement and to create, issue, sell and deliver the Notes;
- (b) the Corporation (i) is a reporting issuer within the meaning of the *Securities Act* (Ontario) and the comparable provisions of Canadian Securities Laws in each of the other provinces and territories of Canada and (ii) is not in default under any requirement of Canadian Securities Laws which would have a Material Adverse Effect or a material adverse effect on the power or ability of the Corporation to perform its obligations hereunder or to consummate the transactions contemplated by the Prospectus;
- (c) the Corporation has prepared and filed with the Reviewing Authority and the other Canadian Securities Regulators in accordance with the Shelf Procedures, the Base Prospectus and has obtained from the Reviewing Authority receipts for the Base Prospectus for and on behalf of itself and each of the other Canadian Securities Regulators pursuant to the Passport System. The aggregate offering amount of all securities issued pursuant to the Base Prospectus does not and, upon completion of the Offering, will not exceed \$10,000,000,000 being the maximum allowable amount thereunder. The Corporation is eligible to use the Shelf Procedures to offer debt securities, including the Notes;
- (d) each Material Subsidiary is a Subsidiary of the Corporation that is material to the operations of the Corporation and there are no other operating companies which are Subsidiaries of the Corporation that are material to the operations of the Corporation other than the Material Subsidiaries;
- (e) each Material Subsidiary has been incorporated and is validly existing under the laws of the relevant jurisdiction set forth opposite its name in Column 2 in Schedule "A" to this Agreement, and each Material Subsidiary is duly qualified to carry on its business in each jurisdiction in which the conduct of its business or the ownership, leasing or operation of its property and assets requires such qualification, except where the failure to be so qualified would not have a Material Adverse Effect, and has all requisite power and authority (corporate and other) to conduct its business and to own, lease and operate its properties and assets, except where failure to do so would not reasonably be expected to have a Material Adverse Effect;
- (f) each of the Corporation and its Subsidiaries has conducted and is conducting its business in compliance in all respects with all applicable laws, rules and

regulations of each jurisdiction in which its business is carried on and holds all licences, permits, approvals, consents, certificates, registrations and authorizations (whether governmental, regulatory or otherwise), including insurance licences from the relevant regulatory or governmental authority in all such jurisdictions in which the Corporation or its Subsidiaries conduct insurance business (the “**Insurance Licences**”) to enable its business to be carried on as now conducted and its property and assets to be owned, leased and operated, except in each case where the failure to be in such compliance or to hold such licence, permit, approval, consent, certificate, registration or authorization (including any Insurance Licence) would not have a Material Adverse Effect and all such licences, permits, approvals, consents, certificates, registrations and authorizations are in good standing and in effect, except where the failure to be in good standing or in effect would not have a Material Adverse Effect, and none of the same contains any term, provision, condition or limitation which will have a Material Adverse Effect;

- (g) the execution and delivery of this Agreement and the Trust Indenture and the fulfillment of the terms hereof and thereof by the Corporation and the creation, issuance, sale and delivery of the Notes at the Time of Closing in accordance with this Agreement do not and will not result in a breach of or default under, and do not and will not create a state of facts which, after notice or lapse of time or both, will result in a breach or default under, and do not and will not conflict with:
  - (i) any of the terms, conditions or provisions of the by-laws, constating documents or resolutions of the shareholders or directors (or any committee thereof) of the Corporation or any Material Subsidiary;
  - (ii) any licence, permit, approval, consent, certificate, registration or authorization (whether governmental, regulatory or otherwise) issued to the Corporation or any Material Subsidiary or any agreement, indenture, lease, document or instrument to which the Corporation or any Material Subsidiary is a party or by which it is contractually bound at the Time of Closing, except for breaches or violations which would not have a Material Adverse Effect; or
  - (iii) any statute, regulation or rule applicable to the Corporation or any Material Subsidiary, or any judgment, order or decree of any governmental body, agency or court having jurisdiction over the Corporation or any Material Subsidiary, except for breaches or violations which would not have a Material Adverse Effect;
- (h) the Corporation has not filed any confidential material change report with any of the Canadian Securities Regulators, the Toronto Stock Exchange or any other self-regulatory authority which remains confidential;
- (i) all of the issued shares of capital stock of each of the Material Subsidiaries are validly authorized, issued and outstanding, are fully paid and non-assessable and are owned directly or indirectly by the Corporation, free and clear of all mortgages, liens, charges, pledges, security interests, encumbrances, claims or demands whatsoever;

- (j) on or before the Time of Closing, all actions required to be taken by or on behalf of the Corporation, including the passing of all requisite resolutions of its directors, will have occurred so as to validly authorize, create, issue and sell the Notes, and duly, punctually and faithfully perform all the obligations to be performed by it under this Agreement, the Trust Indenture and the Prospectus;
- (k) subject to the filing of the Prospectus Supplement and except as disclosed therein, no consent or authorization of any relevant regulatory or governmental authority in any of the provinces and territories of Canada or Taiwan is required in connection with the issuance and sale of the Notes in accordance with this Agreement or the consummation by the Corporation of the transactions contemplated by this Agreement or the Trust Indenture; except for: (A) the reporting to the CBC (with a copy to the TPEX) and the listing application to and approval from the TPEX as required pursuant to the relevant ROC laws and regulations respectively; (B) the reporting to the TSA for the Agreement and approval of the TSA for recordation of the Agreement; and (C) the filings and approvals required under the TPEX Rules, Taipei Exchange Rules Governing Securities Trading on the TPEX, the Operating Rules of the Taiwan Depository & Clearing Corporation, the Taiwan Depository & Clearing Corporation Guidelines for Book-Entry Operations of Foreign Currency Denominated International Bonds and the Securities and Exchange Act of the ROC and as required by the CBC, the FSC, the TPEX and the TDCC from time to time;
- (l) the Notes to be issued at the Time of Closing have been duly authorized for issuance and, when issued and delivered against payment therefor as provided in this Agreement, will be validly issued pursuant to the Trust Indenture and will constitute legal, valid and binding obligations of the Corporation, enforceable against the Corporation in accordance with their terms and the terms of the Trust Indenture, except as enforcement thereof may be limited by bankruptcy, insolvency, fraudulent conveyances, reorganization or similar laws affecting creditors' rights generally and general principles of equity and subject to the qualifications that equitable remedies may only be granted in the discretion of a court of competent jurisdiction;
- (m) this Agreement has been duly authorized, executed and delivered on behalf of the Corporation and constitutes a legal, valid and binding obligation of the Corporation, enforceable against the Corporation in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency, fraudulent conveyances, reorganization or similar laws affecting creditors' rights generally and general principles of equity and subject to the qualifications that equitable remedies may only be granted in the discretion of a court of competent jurisdiction and that rights of indemnity, contribution and waiver of contribution may be limited under applicable law;
- (n) the Trust Indenture has been duly authorized and, at the Time of Closing, will be executed and delivered on behalf of the Corporation and constitutes a legal, valid and binding obligation of the Corporation, enforceable against the Corporation in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency, fraudulent conveyances, reorganization or similar laws affecting creditors' rights generally and general principles of equity and subject to

the qualifications that equitable remedies may only be granted in the discretion of a court of competent jurisdiction;

- (o) the execution and delivery of this Agreement and the Trust Indenture by the Corporation and the performance of its obligations hereunder and thereunder will not have a Material Adverse Effect;
- (p) as of June 30, 2020, the authorized capital of the Corporation consisted of: (A) an unlimited number of Common Shares, of which approximately 1,939 million Common Shares were issued and outstanding as fully paid and non-assessable; (B) an unlimited number of Class A Shares, of which 14 million Class A Shares Series 2 and 12 million Class A Shares Series 3 were issued and outstanding as fully-paid and non-assessable; (C) an unlimited number of Class B Shares, of which none were issued and outstanding; and (D) an unlimited number of Class 1 Shares, of which (i) approximately 6.3 million Class 1 Shares Series 3, approximately 1.7 million Class 1 Shares Series 4, 8 million Class 1 Shares Series 5, 10 million Class 1 Shares Series 7, 10 million Class 1 Shares Series 9, 8 million Class 1 Shares Series 11, 8 million Class 1 Shares Series 13, 8 million Class 1 Shares Series 15, 14 million Class 1 Shares Series 17, 10 million Class 1 Shares Series 19, 17 million Class 1 Shares Series 21, 19 million Class 1 Shares Series 23 and 10 million Class 1 Shares Series 25 were issued and outstanding, and (ii) Class 1 Shares Series 6, Class 1 Shares Series 8, Class 1 Shares Series 10, Class 1 Shares Series 12, Class 1 Shares Series 14, Class 1 Shares Series 16, Class 1 Shares Series 18, Class 1 Shares Series 20, Class 1 Shares Series 22, Class 1 Shares Series 24 and Class 1 Shares Series 26 have been authorized but none were issued and outstanding;
- (q) the Trust Company has been duly appointed as the trustee under the Trust Indenture;
- (r) (i) the consolidated financial statements of the Corporation incorporated by reference in the Prospectus, together with the related schedules and notes, present fairly, in all material respects, in accordance with IFRS, the consolidated financial position of the Corporation and its Subsidiaries at the dates indicated and the consolidated results of operation and the consolidated changes in financial position of the Corporation and its Subsidiaries for the periods specified; and (ii) such consolidated financial statements, together with the related schedules and notes, have been prepared in accordance with IFRS, including the accounting requirements of OSFI, consistently applied throughout the periods involved, except as approved by such accountants or as disclosed therein;
- (s) there is no action, suit, proceeding, inquiry or investigation before or brought by any court or any federal, provincial, state, municipal or other governmental department, commission, board, agency or body, domestic or foreign, now pending, or, to the knowledge of the Corporation, threatened, against or affecting the Corporation or any of its Subsidiaries (i) other than proceedings accurately described in all material respects in the Prospectus and proceedings that would not have a Material Adverse Effect or a material adverse effect on the power or the ability of the Corporation to perform its obligations hereunder or to consummate the transactions contemplated by the Prospectus, or which questions the validity

of the issuance of the Notes or (ii) that is required to be disclosed in the Prospectus and is not so disclosed;

- (t) no securities commission or any similar regulatory authority in any jurisdiction has issued any order which is currently outstanding preventing or suspending trading in any securities of the Corporation and no such proceeding is, to the knowledge of the Corporation, pending, contemplated or threatened;
- (u) except as disclosed in the Prospectus, there are no contracts, agreements or understandings between the Corporation and any person that would give rise to a valid claim against the Corporation or any Manager for a brokerage commission, finder's fee or other like payment in connection with the Offering;
- (v) the Prospectus and any Prospectus Amendment, as of their respective dates, the date hereof and the Closing Date, comply and will comply with the requirements of Canadian Securities Laws pursuant to which they have been or will be filed and do not or will not contain any misrepresentation and do not contain and will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in light of the circumstances under which they were made, not false or misleading on such dates; and the Prospectus and any Prospectus Amendment, as of their respective dates, the date hereof and the Closing Date, provide or will provide full, true and plain disclosure of all material facts relating to the Notes and the Corporation in accordance with Canadian Securities Laws; provided, in each case, that the Corporation makes no representation or warranty with respect to statements contained in or omissions from the Prospectus or Prospectus Amendment relating solely to the Managers;
- (w) except as set forth in the Prospectus, neither the Corporation nor any of the Corporation's insurance Subsidiaries is a party to any contract with or other undertaking to, or is subject to any governmental order by, or is a recipient of any presently applicable supervisory letter or other written communication of any kind from, any governmental authority which has had or reasonably would be expected to have a Material Adverse Effect;
- (x) neither the Corporation nor any of its Subsidiaries nor, to the knowledge of the Corporation, any of their respective directors, officers, agents, employees, affiliates or other person acting on behalf of the Corporation or any of its Subsidiaries is aware of or has taken any action, directly or indirectly, that would result in a violation or a sanction for violation by such persons of the *Foreign Corrupt Practices Act of 1977* or the *UK Bribery Act 2010*, each as amended, or similar law of any other relevant jurisdiction, or the rules or regulations thereunder; and the Corporation and its Subsidiaries have instituted and maintain policies and procedures designed to ensure compliance therewith. No part of the proceeds of the Offering will be used, directly or indirectly, in violation of the *Foreign Corrupt Practices Act of 1977*, as amended, or the *UK Bribery Act 2010*, as amended, or similar law of any other relevant jurisdiction, or the rules or regulations thereunder;
- (y) the operations of the Corporation and its Subsidiaries are and have been conducted in compliance in all material respects with the applicable financial recordkeeping and reporting requirements of the money laundering statutes and the rules and regulations thereunder and any related or similar rules, regulations

or guidelines, issued, administered or enforced by any governmental agency that are applicable to the Corporation or its Subsidiaries (collectively, the “**Money Laundering Laws**”) and no material action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Corporation or any of its Subsidiaries with respect to the Money Laundering Laws is pending or, to the best knowledge of the Corporation, threatened;

- (z) neither the Corporation nor any of its Subsidiaries nor, to the knowledge of the Corporation, any director, officer, agent, employee or affiliate of the Corporation or any of its Subsidiaries (i) is, or is controlled or 50% or more owned in the aggregate by or is acting on behalf of, one or more individuals or entities that are currently the subject of any sanctions administered or enforced by the United States (including any administered or enforced by the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State or the Bureau of Industry and Security of the U.S. Department of Commerce), the United Nations Security Council, the European Union, a member state of the European Union (including sanctions administered or enforced by Her Majesty’s Treasury of the United Kingdom) or other relevant sanctions authority (collectively, “**Sanctions**” and such persons or entities, “**Sanctioned Persons**” and each such person, a “**Sanctioned Person**”), (ii) is located, organised or resident in a country or territory that is, or whose government is, the subject of Sanctions that broadly prohibit dealings with that country or territory (collectively, “**Sanctioned Countries**” and each, a “**Sanctioned Country**”) or (iii) will, directly or indirectly, use the proceeds of this Offering, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other individual or entity in any manner that would result in a violation of any Sanctions by, or could result in the imposition of Sanctions against, any individual or entity (including any individual or entity participating in the offering, whether as underwriter, advisor, investor or otherwise). Neither the Corporation nor any of its Subsidiaries has engaged in any dealings or transactions with or for the benefit of a Sanctioned Person, or with or in a Sanctioned Country, in the preceding three years, nor does the Corporation or any of its Subsidiaries have any plans to engage in dealings or transactions with or for the benefit of a Sanctioned Person, or with or in a Sanctioned Country;
- (aa) neither the Corporation nor any of its affiliates (as defined in Rule 405 of the Securities Act) nor any persons acting on its or their behalf (which for the avoidance of doubt shall not include the Managers) have engaged or will engage in any directed selling efforts (as defined in Regulation S under the Securities Act) with respect to the Notes and it and they have complied and will comply with the offering restrictions requirement of such Regulation;
- (bb) no registration of the Notes under the Securities Act will be required for the offer, sale and delivery of the Notes by the Managers in the manner contemplated by this Agreement; and
- (cc) each Term Sheet is accurate in all material respects.

## 8. **Conditions of Closing**

The obligations of the Managers hereunder are subject to the satisfaction of the following conditions:

- (a) the Prospectus Supplement will have been filed with each of the Canadian Securities Regulators;
- (b) at the Time of Closing, the Corporation will cause its counsel, Torys LLP, to deliver to the Managers and their Canadian counsel, McCarthy Tétrault LLP, a legal opinion dated the Closing Date, in form and substance satisfactory to the Managers and their counsel, acting reasonably, and subject to such assumptions, qualifications and limitations as are reasonable and customary in legal opinions of this type, to the effect that:
  - (i) the Corporation has been incorporated and is existing under the ICA;
  - (ii) the Corporation has the corporate power and capacity to carry on its business as now conducted and as currently proposed to be conducted, to own, lease and operate its property and assets and to execute, deliver and perform its obligations under this Agreement and the Trust Indenture;
  - (iii) the Corporation is a reporting issuer in the Province of Ontario and is not included on the list of defaulting reporting issuers maintained by the Reviewing Authority;
  - (iv) all necessary corporate action has been taken by the Corporation to duly authorize and validly issue the Notes on the terms and conditions of this Agreement;
  - (v) all necessary corporate action has been taken by the Corporation to authorize the execution and delivery by it of this Agreement and the Trust Indenture and the performance of its obligations hereunder and thereunder, and each of this Agreement and the Trust Indenture has been duly executed and delivered on behalf of the Corporation and constitutes a legal, valid and binding obligation of the Corporation, enforceable against the Corporation in accordance with its terms, subject to bankruptcy, insolvency, fraudulent conveyances, reorganization or similar laws affecting creditors' rights generally and by general principles of equity, and subject to the qualifications that equitable remedies may only be granted in the discretion of a court of competent jurisdiction and that rights of indemnity, contribution and waiver of contribution may be limited under applicable law;
  - (vi) the global certificate representing the Notes has been duly authorized, issued, executed and delivered by the Corporation and duly authenticated by the Registrar in accordance with the provisions of the Trust Indenture and the Notes constitute legal, valid and binding obligations of the Corporation enforceable against the Corporation in accordance with their terms, except as enforcement thereof may be limited by bankruptcy, insolvency, fraudulent conveyances, reorganization or similar laws affecting creditors' rights generally and general principles of equity, and subject to the qualifications that equitable remedies may only be granted in the discretion of a court of competent jurisdiction;

- (vii) the execution and delivery of this Agreement and the Trust Indenture and the fulfilment of the terms hereof and thereof by the Corporation, and the creation, issuance, sale and delivery of the Notes, do not and will not result in a breach of or default under, and do not and will not create a state of facts which, after notice or lapse of time or both, will result in a breach of or default under:
  - A. any of the terms, conditions or provisions of the letters patent, by-laws or resolutions of the shareholders or directors (or any committee thereof) of the Corporation; or
  - B. any statute, regulation or rule applicable to the Corporation;
- (viii) no consent, approval, authorization or order of any court or governmental agency or body in the Province of Ontario is required in connection with the execution and delivery by the Corporation of this Agreement and the Trust Indenture and the consummation of the transactions contemplated hereby and thereby, except such as have been obtained under the ICA and Ontario securities laws in connection with the sale of the Notes and such other approvals as have been obtained;
- (ix) other than as set forth in the Prospectus, to such counsel's knowledge, there is no action, proceeding or investigation pending or threatened by or against the Corporation or any of its Material Subsidiaries, at law or in equity, before or by any federal, provincial, state, municipal or other governmental department, commission, board or agency, domestic or foreign, which questions the validity of the issuance of the Notes or of any action taken or to be taken by the Corporation pursuant to this Agreement or in connection with the issuance of the Notes;
- (x) all necessary corporate action has been taken by the Corporation to authorize the execution and delivery of each of the Prospectus and any Prospectus Amendment;
- (xi) a receipt has been obtained in respect of the Base Prospectus from the Reviewing Authority and the Prospectus Supplement and all other necessary documents have been filed, all requisite proceedings have been taken and all other legal requirements have been fulfilled under the laws of the Province of Ontario and the federal laws of Canada applicable therein to qualify the issuance and sale of the Notes to the public in the Province of Ontario by or through persons or companies who are duly registered under applicable legislation and who have complied with the relevant provisions of such applicable legislation and the terms of their registration;
- (xii) the forms of book-entry and definitive certificates representing the Notes have been approved by the Corporation and comply with the provisions of the ICA and the Trust Indenture;
- (xiii) the Trust Company, the Principal Paying Agent and the Registrar have each been duly appointed as the trustee, the principal paying agent, and the registrar and transfer agent, respectively, under the Trust Indenture;

- (xiv) every covenant, condition or other requirement under the Trust Indenture relating to the authorization and issue of the Notes has been satisfied or complied with;
- (xv) the Trust Indenture and the form and terms of the Notes meet all legal requirements under the ICA and the provisions of Section 49 of the *Business Corporations Act* (Ontario) and the ICA have been complied with by the Corporation in respect of the creation, issuance, certification and delivery of the Notes and no registration, filing or recording of the Trust Indenture is required under the laws of the Province of Ontario or the federal laws of Canada applicable therein to preserve or protect the validity or enforceability of the Trust Indenture and the Notes issued thereunder;
- (xvi) the provisions of the Trust Indenture and the attributes and characteristics of the Notes conform in all material respects with the statements relating thereto contained in the Prospectus; and
- (xvii) subject to the assumptions and qualifications set out therein, the statements as to matters of the federal laws of Canada under the subheading "Canada Federal Income Taxation" in the Prospectus Supplement are accurate in all material respects.

In connection with such opinion, counsel to the Corporation, Torys LLP, may rely as to matters of fact on certificates of officers of the Corporation and others; however, if counsel to the Corporation, Torys LLP, relies on such certificates of officers of the Corporation and others, such certificates of officers of the Corporation and others will be addressed and delivered to the Managers and Canadian counsel to the Managers, McCarthy Tétrault LLP;

- (c) at the Time of Closing, the Corporation will cause its Taiwan counsel, Lee and Li, Attorneys-at-Law, to deliver to the Corporation and the Managers and their Canadian counsel, McCarthy Tétrault LLP, a legal opinion as to the laws of the ROC dated the Closing Date, in form and substance satisfactory to the Managers and their Canadian counsel, acting reasonably, and subject to such assumptions, qualifications and limitations as are reasonable and customary in legal opinions of this type;
- (d) at the Time of Closing, the Managers will have received from their Canadian counsel, McCarthy Tétrault LLP, a legal opinion dated the Closing Date, in form and substance satisfactory to the Managers, with respect to such matters of Canadian law as the Managers may reasonably require relating to the distribution of the Notes. In connection with such opinion, counsel to the Managers, McCarthy Tétrault LLP, may rely on the opinions of counsel to the Corporation and any underlying certificates;
- (e) at the Time of Closing, the Managers and the board of directors of the Corporation will have received from the Auditor of the Corporation a comfort letter addressed to the Managers and the board of directors of the Corporation dated the Closing Date, in form and substance satisfactory to the Managers, acting reasonably, bringing forward to a date not earlier than two business days prior to the Closing Date the information contained in the comfort letter referred to in Subsection 4(d);

- (f) at the Time of Closing, the Corporation will deliver to the Managers a certificate dated the Closing Date addressed to the Managers and their counsel, and signed by the Chief Financial Officer and the Global Treasurer and Head of Capital Management of the Corporation or any two other senior officers of the Corporation acceptable to the Managers, acting reasonably, certifying for and on behalf of the Corporation (without personal liability) that:
- (i) the Corporation has complied with all the covenants and satisfied all the terms and conditions of this Agreement and the Trust Indenture on its part to be complied with and satisfied at or prior to the Time of Closing;
  - (ii) without bringing forward any date expressly referenced in a specific representation, the representations and warranties of the Corporation contained in this Agreement are true and correct in all material respects (provided that those representations that are qualified by materiality, to the extent so qualified, will be true and correct and that the representations and warranties in Subsections 7(b)(i), 7(c), 7(g)(i), 7(h), 7(i), 7(j), 7(k), 7(l), 7(m), 7(n), 7(p), 7(r)(ii), 7(t), 7(u) and 7(v) are true and correct in all respects) as at the Time of Closing, with the same force and effect as if made at the Time of Closing;
  - (iii) no order, ruling or determination having the effect of ceasing the trading or suspending the sale of the Notes has been issued and no proceedings for such purpose have been instituted or are pending or, to the knowledge of such officers, threatened by any Canadian Securities Regulator, the SEC or any other regulatory authority having jurisdiction in the circumstances;
  - (iv) there has not occurred any material adverse change, or any development involving a prospective material adverse change, in the condition, financial or otherwise, or in the results of operations, business affairs or management of the Corporation and its Subsidiaries considered as a whole, whether or not arising in the ordinary course of business, from that set forth in the Prospectus and any Prospectus Amendment;
  - (v) the Prospectus and any Prospectus Amendment are true and correct in all material respects and contain no misrepresentation, constitute full, true and plain disclosure of all material facts relating to the Notes and to the Corporation and its Subsidiaries considered as a whole and do not contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances in which they were made, not misleading; and
  - (vi) there has not been any adverse change in the assigned rating on the Notes by Standard & Poor's, which change is continuing at the Time of Closing.
- (g) the credit rating issued by Standard & Poor's for the Notes shall be at least "A";
- (h) all actions required to be taken by or on behalf of the Corporation and its Subsidiaries, as applicable, including the passing of all requisite resolutions of the board of directors of the Corporation and each Subsidiary and all requisite filings

with governmental authorities, will have occurred at or prior to the Time of Closing so as to:

- (i) validly authorize the execution and filing of the Prospectus and any Prospectus Amendment;
  - (ii) execute and deliver this Agreement and all other documents contemplated under this Agreement; and
  - (iii) create, issue and sell the Notes in accordance with the provisions of this Agreement and the Trust Indenture;
- (i) at or prior to the Time of Closing, the TPEX shall have agreed to list the Notes on or prior to the Closing Date (or the Managers have been satisfied that this approval shall be granted);
  - (j) at or prior to the Time of Closing, the TSA shall have granted its approval for recordation of this Agreement; and
  - (k) on or before the Closing Date, the Managers will have received such further certificates (including (i) a certificate from the Trust Company confirming, among other things, that the Trust Company is resident or authorized to do business in the Province of Ontario and (ii) certificates from each of the Principal Paying Agent and the Registrar as to incorporation), documents, opinions and other information as they may have reasonably requested.

9. **Closing of the Sale of the Notes**

- (a) On the Closing Date, subject to the terms and conditions contained in this Agreement, the Corporation will issue the Notes and procure the entry in the register of the Noteholders of the names of the persons designated by the Managers to be holders of the Notes and will deliver to the Managers or their order in such place as they may require the Notes, duly executed and authenticated. Delivery of the Notes and completion of the register of the Noteholders shall constitute the issue and delivery of the Notes.
- (b) Against such delivery, the Managers will pay or cause to be paid to the Corporation the net subscription moneys for the Notes (being the aggregate amount payable for the Notes less the Commission (which Commission shall be allocated among the Managers as set out in Section 16) and the expenses payable to the Managers under Subsection 12). Such payment shall be made by the Lead Manager or a depository common to Euroclear Bank SA/NV and Clearstream Banking S.A., on behalf of the Managers, in U.S. dollars in same day settlement funds for value on the Closing Date to such U.S. dollar account in Taiwan, Hong Kong, or such other location as the Managers and the Corporation may agree upon in writing, and as shall be notified by the Corporation to the Managers not later than two days prior to the Closing Date, evidence of such payment taking the form of a receipt by the Corporation that it has received such payment.

10. **Indemnification**

- (a) The Corporation covenants and agrees to protect and indemnify each of the Managers and each of their respective affiliates, directors, officers, employees and partners from and against all Claims (as defined below), each as incurred or caused by reason of:
- (i) any untrue statement or alleged untrue statement of a material fact contained in the Prospectus as originally filed or in any Prospectus Amendment that may be filed on behalf of the Corporation under Canadian Securities Laws;
  - (ii) the omission or alleged omission to state in the Prospectus, as originally filed or in any Prospectus Amendment, any material fact required to be stated therein or necessary to make any statement therein not false or misleading in the light of the circumstances in which it was made;
  - (iii) any order made or inquiry, investigation or proceeding (formal or informal) commenced or threatened by any officer or official of OSFI, any of the Canadian Securities Regulators, or any other securities regulatory authority or by any other competent authority based upon the circumstances described in Paragraphs 10(a)(i) or (ii) which operates to prevent or restrict trading in or distribution of the Notes in Taiwan;
  - (iv) the non-compliance or alleged non-compliance by the Corporation with any Canadian Securities Laws, including the Corporation's non-compliance with any statutory requirement to make any document available for inspection;
  - (v) any inaccuracy of any representation or warranty of the Corporation contained in this Agreement or in any agreement, certificate or other document delivered pursuant hereto; and
  - (vi) any breach by the Corporation of any covenant to be performed by it contained in this Agreement, the Trust Indenture or in any agreement, certificate or other document delivered pursuant hereto or thereto;

provided, however, that this indemnity will not apply to any Claim to the extent arising out of any untrue statement or omission or alleged untrue statement or omission made in reliance upon and in conformity with written information furnished to the Corporation by the Managers expressly for use in the Prospectus or any Prospectus Amendment, it being understood and agreed that the only such information furnished by or on behalf of the Managers consists of the information described as such in Subsection 10(b) below.

- (b) Each Manager will indemnify and hold harmless the Corporation, on a several basis and not joint and several, against any Claims to which the Corporation may become subject, under Canadian Securities Laws or actions in respect thereof, which arise out of or are based upon an untrue statement or alleged untrue statement of a material fact contained in the Prospectus Supplement, or which arise out of or are based upon the omission or alleged omission to state therein a

material fact required to be stated therein or necessary to make the statements therein not misleading, in each case to the extent, but only to the extent, that such untrue statement or alleged untrue statement or omission or alleged omission was made in the Prospectus Supplement in reliance upon and in conformity with written information furnished to the Corporation by such Managers expressly for use therein. The Corporation acknowledges that the names of the Managers on the cover page and the fifth paragraph of text under the heading "Subscription and Sale" as contained in the Prospectus Supplement constitute the only written information furnished by or on behalf of the Managers for inclusion in the Prospectus Supplement.

- (c) The Corporation will further indemnify and hold harmless each of the Managers and each of their respective affiliates, directors, officers, employees and partners from and against all other claims not contemplated by Subsection 10(a) which any of such persons or entities may suffer, incur or be the subject of (whether under the provisions of any statute or otherwise), from time to time arising out of or in connection with the Offering or this Agreement. Such indemnity will cease to be available to any such persons or entities if and to the extent that a court of competent jurisdiction determines in a final judgment, in a proceeding to which such persons or entities are named as parties, that the claims resulted from the gross negligence or wilful misconduct by such persons or entities.
- (d) Each of the persons entitled to indemnification pursuant to Subsections 10(a), 10(b) or 10(c) is referred to as an "**Indemnified Party**" and each person who is obliged to provide indemnification pursuant to such subsections is referred to as an "**Indemnifying Party**". "**Claims**", as used herein means all losses (other than a loss of profits in connection with the distribution of the Notes), claims, damages or liabilities (including any legal or other expenses reasonably incurred in connection with defending or investigating any such action or claim). If any matter or thing contemplated by this Section 10 will be asserted against any Indemnified Party in respect of which indemnification is or might reasonably be considered to be provided, such Indemnified Party will notify the Indemnifying Party as soon as possible of the nature of such Claim (provided that any failure to so notify will not affect the liability of the Indemnifying Party under this Subsection 10(d) except to the extent that such delay materially prejudices the Indemnifying Party's ability to contest such Claim) and the Indemnifying Party will be entitled (but not required) to assume the defence, on behalf of the Indemnified Party, of any suit brought to enforce such Claim; provided, however, that the defence will be through legal counsel acceptable to the Indemnified Party, acting reasonably, and that no settlement or admission of liability may be made by the Indemnifying Party or the Indemnified Party without the prior written consent of the other.
- (e) With respect to any such Claim, the Indemnified Party will have the right to retain separate counsel to act on his, her or its behalf, provided the fees and disbursements of such separate counsel will be paid by the Indemnified Party, unless:
  - (i) the Indemnifying Party fails to assume the defence of such Claim on behalf of the Indemnified Party within 15 days of receiving notice of such Claim;

- (ii) the Indemnifying Party and the Indemnified Party will have mutually agreed to the retention of such counsel; or
- (iii) the named parties to any Claim (including any added, third or impleaded parties) include both the Indemnifying Party and the Indemnified Party and the Indemnified Party has been advised by his, her or its counsel that representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests between them.

It is understood, however, that the Indemnifying Parties will, in connection with any one such action, suit or proceeding or separate but substantially similar or related actions, suits or proceedings in the same jurisdiction arising out of the same general allegations or circumstances, be liable for the reasonable fees and expenses of only one separate law firm (in addition to any local counsel) at any time for all such Indemnified Parties not having actual or potential differing interests. If any of the persons specified in Subsection 10(a) are the Indemnified Parties, the Managers will select such counsel.

- (f) The Corporation hereby constitutes the Managers as trustees for the affiliates, directors, officers, employees and partners of the Managers (the “**Managers’ Indemnified Parties**”) for the covenants of the Corporation contained in this Section 10 with respect to the Managers’ Indemnified Parties and the Managers agree to accept such trust and to hold it and such covenants on behalf of such Managers’ Indemnified Parties. The Corporation hereby acknowledges that the covenants of the Corporation are intended to be for the benefit of, and directly enforceable by, each Managers’ Indemnified Party.

## 11. **Contribution**

- (a) If for any reason the indemnification provided for in Section 10 is unavailable, in whole or in part, or insufficient to hold harmless an Indemnified Party in respect of any Claims referred to in Subsections 10(a) or 10(c), and subject to the restrictions and limitations referred to therein, the Corporation agrees to contribute to the amount paid or payable (or, if such indemnity is unavailable only in respect of a portion of the amount so paid or payable, such portion of the amount so paid or payable) by such Indemnified Party as a result of such Claims (except for loss of profits in connection with the distribution of the Notes):
  - (i) in such proportion as is appropriate to reflect the relative benefits received by the Corporation on the one hand and the Managers on the other hand from the distribution of the Notes; or
  - (ii) if the allocation provided by Subsection 11(a)(i) is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in Subsection 11(a)(i) but also the relative fault of the Corporation on the one hand and the Managers on the other hand in connection with the statement, information, misrepresentation, omission, order, inquiry, investigation, proceeding or other matter or thing referred to in Subsections 10(a) or 10(c) which resulted in such Claims, as well as any other relevant equitable considerations.

- (b) The relative benefits received by the Corporation on the one hand and the Managers on the other hand will be deemed to be in the same proportion as the total proceeds from the distribution of the Notes (net of the fee payable to the Managers but before deducting expenses) received by the Corporation is to the fee received by the Managers. The relative fault of the Corporation on the one hand and the Managers on the other hand will be determined by reference to, among other things, whether the statement, misrepresentation, omission, order, inquiry, investigation, proceeding or other matter or thing referred to in Subsections 10(a) or 10(c) which resulted in such Claims relates to information supplied by or steps or actions taken or done by or on behalf of the Managers or the Corporation and the relative intent, knowledge, access to information and opportunity to correct or prevent such statement, misrepresentation, omission, order, inquiry, investigation, proceeding or other matter or thing referred to in Subsections 10(a) or 10(c). The amount paid or payable by an Indemnified Party as a result of such Claims referred to above will be deemed to include any legal or other expenses reasonably incurred by such Indemnified Party in connection with investigating or defending any such Claims, whether or not resulting in any such action, suit, proceeding or claim.
- (c) The Corporation and the Managers agree that it would not be just or equitable if contribution pursuant to this Section 11 were determined by *pro rata* allocation (even if the Managers were treated as one entity for such purpose) or by any other method of allocation that does not take account of the equitable considerations referred to in Subsection 11(b). Notwithstanding the provisions of this Section 11, no Manager will be required to contribute in the aggregate, any amounts in excess of the aggregate fee or any portion of such fee actually received, net of expenses, by the Manager hereunder. No person determined by a court of competent jurisdiction in a final judgment to be guilty of fraudulent misrepresentation (within the meaning of Canadian Securities Laws) will be entitled to contribution from any person who has not been so determined to be guilty of such fraudulent misrepresentation. The remedies provided for in this Section 11 are not exclusive and will not limit the rights or remedies which may otherwise be available to any Indemnified Party at law or in equity. The Managers' respective obligations to contribute pursuant to this Section 11 are several in proportion to their respective aggregate principal amount of Notes sold and not joint.

## 12. **Expenses**

Whether or not the transactions contemplated in this Agreement are consummated or this Agreement is terminated, the Corporation covenants and agrees with the Managers that it will pay or cause to be paid the following:

- (a) the fees, disbursements and expenses of the Corporation's counsel and the Auditor in connection with delivery of the Notes, preparation of the Auditor's comfort letters and all other fees and expenses in connection with the preparation, printing and filing of the Prospectus and any Prospectus Amendment and the mailing and delivering of copies thereof to the Managers;
- (b) the cost of printing or producing any document among the Managers, this Agreement, closing documents (including compilations thereof) and any other

documents in connection with the offering, purchase, sale, marketing and delivery of the Notes;

- (c) all expenses and taxes (other than income taxes and stamp duty mentioned below) arising as a result of the sale and delivery of the Notes to or for the account of the Managers or the sale and delivery of the Notes by the Managers to each other and to the initial purchasers thereof in the manner contemplated under this Agreement, including, in any such case, any transfer or other tax asserted against any Manager by reason of the sale of Notes pursuant to this Agreement; provided, however, that, the Managers shall pay stamp duties which are payable under the laws of the ROC in connection with the execution and delivery of this Agreement if this Agreement is executed in the ROC on a *pro rata* basis in accordance with the management and underwriting commission as set out opposite its name in Section 16;
- (d) the cost of preparing and printing the global certificate evidencing the Notes;
- (e) the cost and charges of the Trust Company, the Principal Paying Agent and the Registrar, and the reasonable fees and disbursements of their counsel, in connection with its services as trustee for the Notes;
- (f) the reasonable out-of-pocket expenses of the Managers, including (i) expenses incurred by the Managers in connection with any conference calls, investor and roadshow presentations (for the avoidance of doubt, including any net roadshow and presentations in electronic form), telecommunications and postage expenses in connection with such investor and roadshow presentations; and (ii) the reasonable fees and disbursements of counsel to the Managers (including all taxes exigible thereon), except where a Manager defaults in respect of its obligations hereunder, in which case the Corporation is not obligated to pay or cause to be paid such expenses of the Manager;
- (g) the cost of listing and maintaining the listing of the Notes on the TPEX; and
- (h) all other reasonable costs and expenses incident to the performance of its obligations hereunder which are not otherwise specifically provided for in this Section 12, including all taxes exigible on the foregoing.

13. **All Terms to be Conditions**

The Corporation agrees that all terms and conditions contained in Section 8 shall be construed as conditions and will be complied with insofar as the same relate to acts to be performed or caused to be performed by the Corporation and that it will use its best efforts to cause all such conditions to be complied with. Any breach or failure to comply with any such conditions will entitle the Managers to terminate their obligations under the Agreement by written notice to that effect given to the Corporation at or prior to the Time of Closing. It is understood that the Managers may waive, in whole or in part, or extend the time for compliance with, any of such terms and conditions without prejudice to the rights of the Managers in respect of any such terms and conditions or any other or subsequent breach or non-compliance, provided that to be binding on the Managers any such waiver or extension must be in writing.

14. **Termination by the Managers Upon the Occurrence of Certain Events**

- (a) Each of the Managers, in its absolute discretion, will also be entitled to terminate its obligations under this Agreement by written notice to that effect given to the Corporation and the Lead Manager at or prior to the Time of Closing if, since the date of this Agreement:
- (i) there has been any inquiry, investigation or other proceeding (whether formal or informal) instituted or threatened, or any order or ruling made, threatened or announced by any Canadian, United States or Taiwanese federal, provincial, state or other governmental authority, any Canadian Securities Regulator or any other securities regulatory authority with jurisdiction over the Corporation or any Subsidiary (other than an inquiry, investigation, proceeding or ruling based solely upon the activities or alleged activities of the Managers), or any law or regulation promulgated or changed which, in the reasonable opinion of the Managers operates to prevent or restrict trading in or distribution of the Notes;
  - (ii) there has occurred any material change or change in a material fact such as is contemplated by Subsection 5(a) or the Manager becomes aware of an undisclosed material fact which, in the reasonable opinion of the Manager could reasonably be expected to have a significant adverse effect on the market price or value of the Notes;
  - (iii) (A) there has developed, occurred or come into effect or existence any occurrence of national or international consequence or any action, governmental law or regulation, inquiry or other occurrence of any nature whatsoever, or (B) there has been any attack on, outbreak or escalation of hostilities or acts of terrorism involving Taiwan, Canada or the United States, any declaration of war by Taiwan, Canada or the United States or any other substantial national or international calamity or emergency, which, in the reasonable opinion of the Manager, seriously adversely affects, or involves, or will seriously adversely affect, or involve, the financial markets or the business, operations or affairs of the Corporation and each of its Subsidiaries taken as a whole and in the reasonable opinion of the Manager such event would reasonably be expected to have a significant adverse effect on the market price or value of the Notes; or
  - (iv) there has been and remains at the Time of Closing any adverse change in the assigned rating on the Notes by Standard & Poor's.
- (b) If this Agreement is terminated by a Manager pursuant to Subsection 14(a), there will be no further liability on the part of the Managers or of the Corporation to the Managers, except in respect of any liability which may have arisen or may thereafter arise under Sections 10 and 11.
- (c) The right of a Manager to terminate the obligations of the Manager under this Section 14 is in addition to such other remedies that they may have in respect of any default, act or failure to act of the Corporation in respect of any of the matters contemplated by this Agreement.

15. **Stabilization**

- (a) Neither the Corporation, nor any Subsidiary or other entity over which the Corporation exercises control or significant influence, nor any of its or their respective officers or directors, will, directly or indirectly, until the completion of distribution of the Notes:
  - (i) take any action designed to cause or to result in, or that constitutes or which might reasonably be expected to constitute, the stabilization or manipulation of the price of any security of the Corporation to facilitate the sale or resale of the Notes;
  - (ii) sell, bid for, purchase, or pay anyone any compensation for soliciting purchases of the Notes other than the fees payable pursuant to this Agreement; or
  - (iii) pay or agree to pay to any person any compensation for soliciting another to purchase any other securities of the Corporation.

16. **Obligations of the Managers to be Several/Manager Allocation**

The Corporation and each of the Managers agree that the obligations of the Managers will be several and not joint or joint and several. The allocation of the Offering among the Managers will be as follows:

<b><u>Managers</u></b>	<b><u>Manager's Commitment</u></b>
Standard Chartered Bank (Taiwan) Limited <sup>(1)</sup>	35%
HSBC Bank (Taiwan) Limited	35%
Australia and New Zealand Banking Group Limited, Taipei Branch	10%
BNP Paribas SA, Taipei Branch	10%
DBS Bank (Taiwan) Ltd.	10%

Note:  
 (1) Lead Manager.

If one of the Managers fails to purchase its applicable percentage of the aggregate amount of the Notes at the Time of Closing (the Notes in respect of which the defaulting Manager(s) fail to purchase hereinafter called the “**Defaulted Securities**”), the other Managers will have the right, but will not be obligated, to purchase, all but not less than all, of the Defaulted Securities; provided that if the number of Defaulted Securities does not exceed 10% of the number of Notes to be purchased hereunder, the non-defaulting Managers shall be obligated, each severally and not jointly, to purchase the full amount of the Defaulted Securities in the proportions that their respective obligations bear to the obligation of all non-defaulting Managers. If, with respect to the Defaulted Securities, any non-defaulting Manager elects not to exercise its right to acquire the Defaulted Securities so as to assume the entire obligation of the defaulting Manager and the number of Defaulted Securities exceeds 10% of the number of Notes to be purchased hereunder, then the Corporation will have the right to either (i) proceed with the sale of the applicable Notes (less the Defaulted Securities) to the non-defaulting Managers, or (ii) terminate

its obligations hereunder without liability to the non-defaulting Managers except under Sections 10, 11 and 12.

17. **Authority of the Lead Manager**

The Lead Manager is hereby authorized by the other Managers to act on their behalf, as provided for in this Agreement. The Corporation will be entitled to and will act on any notice, waiver, extension or other communication given by or on behalf of the Managers by the Lead Manager which will represent the Managers and which will have the authority to bind the Managers in respect of all matters hereunder, except in respect of any waiver of the conditions under Section 8, any settlement under Section 10 or 11, any notice of termination pursuant to Section 14 which notice may be given by any of the Managers, any written consent pursuant to Section 15 or any amendment to this Agreement which must be signed by all of the Managers. The Lead Manager will consult fully with the other Managers with respect to any such notice, waiver, extension or other communication.

18. **Agreement Among Managers**

The Managers agree as between themselves that they will be bound by, and will comply with, the International Capital Market Association Standard Form English law "Agreement Among Managers Version 1: Fixed-Price Non Equity-Related Issues – with or without Selling Group" (the "**Agreement Among Managers**") with respect to the Notes. The Managers further agree that (so far as the context permits) references in the Agreement Among Managers to the "Lead Manager" and the "Joint Bookrunners" shall each mean Standard Chartered Bank (Taiwan) Limited and HSBC Bank (Taiwan) Limited, and references to the "Managers" shall mean Standard Chartered Bank (Taiwan) Limited, HSBC Bank (Taiwan) Limited, Australia and New Zealand Banking Group Limited, Taipei Branch, BNP Paribas SA, Taipei Branch and DBS Bank (Taiwan) Ltd., and references to the "Settlement Lead Manager" shall mean Standard Chartered Bank (Taiwan) Limited, in each case with any consequential grammatical changes to the language of the Agreement Among Managers deemed to have been agreed to, and made by, the Managers. The Managers agree as between themselves to amend the Agreement Among Managers as follows.

- (a) in Clause 1, the phrase "as agent of the Issuer" shall be deemed to be deleted;
- (b) in Clause 3, the term "Lead Manager" shall be deemed to refer to the Settlement Lead Manager;
- (c) the following sentence shall be deemed to be added to the end of Clause 3(2):

"In addition, any profits incurred by the Settlement Lead Manager as a result of any action taken pursuant to this Clause shall be shared among the non-defaulting Managers (including the Settlement Lead Manager) in proportion to their Commitments or on such other basis as the Settlement Lead Manager considers, in its absolute discretion, to be fair";

- (d) Clause 7 shall be deemed to be deleted in its entirety and replaced with the following:

"The Managers agree that any fees and expenses that are the joint responsibility of the Managers and payable by the Managers, and any out-of-pocket expenses

that are the joint responsibility of the Managers and reimbursable but not reimbursed by the Issuer, shall be aggregated and allocated among the Managers pro rata to their respective Commitments and each Manager authorises the Settlement Lead Manager to charge or credit each Manager's account for its proportional share of such fees and expenses";

- (e) Clause 8 shall be deemed to be deleted in its entirety; and
- (f) the definition of "Commitments" shall be deemed to be deleted in its entirety and replaced with the following:

"Commitments" means, (i) for the purposes of Clauses 3, 6, 7 and 10, the fee allocation proportion paid or to be paid to each of the Managers under the Subscription Agreement and any related fee letters or, if such fee allocation is not known at the relevant time, the amounts severally underwritten by the Managers as set out in the Subscription Agreement, and (ii) for the purposes of all other clauses of this agreement, the amounts severally underwritten by the Managers as set out in the Subscription Agreement."

#### 19. **Notice**

Any notice or other communication required or permitted to be given hereunder will be in writing and will be delivered, in the case of the Corporation, to 200 Bloor Street East, Toronto, Ontario M4W 1E5, (Email: Halina\_von\_dem\_Hagen@manulife.com), Attention: Ms. Halina K. von dem Hagen, Global Treasurer and Head of Capital Management; in the case of Standard Chartered Bank (Taiwan) Limited, to 1F, No. 168, Tun Hwa North Road, Taipei, Taiwan, (Facsimile: +886-2-2718-1690) (Email: michelle.lai@sc.com), Attention: Michelle Lai, Capital Markets; in the case of HSBC Bank (Taiwan) Limited, to 13F, International Trade Building, 333 Keelung Road, Sec. 1, Taipei 110, Taiwan (Facsimile: +886 2 6638 9250) (Email: stanley.j.c.wu@hsbc.com.tw), Attention: Debt Global Capital Markets; in the case of Australia and New Zealand Banking Group Limited, Taipei Branch, to 39F, No.68, Sec.5, Zhongxiao East Road Xinyi District, Taipei 110 Taiwan, Republic of China (Facsimile: +886 2 8722 5071) (Email: Daisy.chao@anz.com), Attention: Daisy Chao; in the case of BNP Paribas SA, Taipei Branch, to 71-72/F, Taipei 101 Tower, Taipei 110, Taiwan, R.O.C. (Facsimile: +886 2 8101 2295) (Email: julietty.wu@asia.bnpparibas.com), Attention: Juliet Wu; and in the case of DBS Bank (Taiwan) Ltd., to 15F., No.36, Songren Rd., Xinyi Dist., Taipei City, Taiwan, R.O.C (Facsimile: +886 2 6638 3707) (Email: tracywuwy@db.com), Attention: Tracy Wu.

The Corporation and the Managers may change their respective addresses for notices by notice given in the manner aforesaid. Any such notice or other communication will be in writing, and unless delivered to a responsible officer of the addressee, will be given by registered mail, courier, facsimile or electronic mail, and will be deemed to have been given when such notice should have reached the addressee in the ordinary course, provided there is no strike by postal employees in effect or other circumstances delaying mail or delivery, in which case notice will be delivered or given by facsimile or electronic mail.

20. **Miscellaneous**

- (a) This Agreement is governed by and interpreted in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, without regard to principles of conflicts of laws.
- (b) Each of the Corporation and the Managers submits to the non-exclusive jurisdiction of the Ontario courts sitting in Toronto in any action, application, reference, suit or other proceeding arising out of or related to this Agreement and agrees that all claims in respect of any such actions, application, reference, suit or other proceeding shall be heard and determined exclusively in such Ontario courts. Each of the Corporation and the Managers shall not raise any objection to Toronto or the Ontario courts as the venue of any action, application, reference, suit or other proceeding and each of the Corporation and the Managers irrevocably waives, to the fullest extent it may effectively do so, the defence of an inconvenient forum to the maintenance of such action, application, reference, suit or other proceeding in Toronto and in the Ontario Courts. Each of the Corporation and the Managers consents to any action, application, reference or other proceeding arising out of or related to this Agreement being tried or heard in Toronto and, in particular, being placed on the Commercial List of the Ontario Superior Court of Justice.
- (c) Each Manager hereby irrevocably appoints McCarthy Tétrault LLP, with offices at 66 Wellington Street West, Suite 5300, TD Bank Tower, Toronto, Ontario, M5K 1E6, as its agent for service of process in any action, application, reference, suit or other proceeding described in Subsection 20(b) and agrees that service of process in any such action, application, reference, suit or other proceeding may be made upon it at the office of such agent. Each Manager waives, to the fullest extent permitted by law, any other requirements of or objections to personal jurisdiction with respect thereto. Each Manager represents and warrants that such agent has agreed to act as such Manager's agent for service of process, and each Manager agrees to take any and all action, including the filing of any and all documents and instruments, that may be necessary to continue such appointment in full force and effect.
- (d) If the Offering is successfully completed, and provided the Managers are not in breach of any material provision hereof, the Managers shall be entitled to place advertisements in financial and other newspapers and journals at their own expense describing their services hereunder, subject to the prior approval of the Corporation, which will not be unreasonably withheld.
- (e) Time is of the essence hereof.
- (f) If any provision of this Agreement is determined to be void or unenforceable, in whole or in part, such void or unenforceable provision will not affect or impair the validity of any other provision of this Agreement and will be severable from this Agreement.
- (g) The indemnity and contribution provisions contained in Sections 10 and 11 and the representations, warranties and other statements of the Corporation contained in this Agreement or contained in documents submitted pursuant to this Agreement

and in connection with the transactions contemplated herein will remain operative and in full force and effect for a period of three years after the Closing Date regardless of (i) any termination of this Agreement, (ii) any investigation made by or on behalf of any Manager or any person controlling any Manager or by or on behalf of the Corporation, its officers or directors or any person controlling the Corporation, and (iii) the completion of the sale of any of the Notes.

- (h) Unless otherwise indicated, all references herein to currency are to the lawful money of Canada.
- (i) Each of the parties to this Agreement will be entitled to rely on delivery of an electronic or facsimile copy of this Agreement and acceptance by each party of any such electronic or facsimile copy will be legally effective to create a valid and binding agreement between the parties to this Agreement in accordance with the terms of this Agreement.
- (j) This Agreement may be executed in any number of counterparts, each of which when so executed will be deemed to be an original and all of which when taken together will constitute one and the same agreement. This Agreement may be signed and delivered by facsimile or other electronic transmission of a counterpart hereof bearing a manual, facsimile or other electronic signature or other transmission method, and the parties hereto agree that any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.
- (k) The provisions contained herein constitute the entire agreement among the parties and supersede all previous communications, representations, understandings and agreements among the parties with respect to the subject matter hereof, whether verbal or written.

*[Remainder of Page Intentionally Left Blank.]*

If this Agreement accurately reflects the terms of the transactions which we are to enter into and are agreed to by you, please communicate your acceptance by executing five copies of this Agreement where indicated below and returning four executed copies of this Agreement to us.

Yours very truly,

**STANDARD CHARTERED BANK (TAIWAN)  
LIMITED**

by: /s/ Michelle Lai  
Name: Michelle Lai  
Title: Head, Financial Markets

**HSBC BANK (TAIWAN) LIMITED**

by: /s/ Adam Chen  
Name: Adam Chen  
Title: President & Chief Executive Officer

**AUSTRALIA AND NEW ZEALAND BANKING  
GROUP LIMITED, TAIPEI BRANCH**

by: /s/ Hong Swee Lau  
Name: Hong Swee Lau  
Title: Country Head of Taiwan, ANZ  
Group

**BNP PARIBAS SA, TAIPEI BRANCH**

by: /s/ Vincent Liu  
Name: Vincent Liu  
Title: Head of Global & Markets

**DBS BANK (TAIWAN) LTD.**

by: /s/ Tracy Wu  
Name: Tracy Wu  
Title: Senior Vice President

The foregoing is hereby accepted on the terms set forth above.

DATED this 13<sup>th</sup> day of August, 2020.

**MANULIFE FINANCIAL CORPORATION**

by: /s/ Halina K. von dem Hagen  
Name: Halina K. von dem Hagen  
Title: Global Treasurer and Head of  
Capital Management

## SCHEDULE A

<b><u>Column 1 - Name of Material Subsidiary of the Corporation</u></b>	<b><u>Column 2 - Jurisdiction of Incorporation of Material Subsidiary</u></b>	<b><u>Column 3 – Percentage of Direct or Indirect Ownership of each Material Subsidiary by the Corporation</u></b>
The Manufacturers Life Insurance Company	Canada	100%
John Hancock Life Insurance Company (U.S.A.)	Michigan, U.S.	100%
Manulife (International) Limited	Bermuda	100%
Manulife Life Insurance Company	Japan	100%

## SCHEDULE B

### SELLING RESTRICTIONS

Each Manager agrees as follows:

#### 1. Canada

The Notes may not be offered, sold or delivered, directly or indirectly, in Canada, or to or for the benefit of, residents of Canada.

The Prospectus Supplement is not, and under no circumstances is it to be construed as, an advertisement or a public offering of the securities referred to in the Prospectus Supplement in Canada. No securities commission or similar regulatory authority in Canada has reviewed or in any way passed upon the Prospectus Supplement or the merits of the securities described herein and any representation to the contrary is an offence.

The Prospectus Supplement does not constitute an offer of the Notes, directly or indirectly, in Canada, or to, or for the benefit of, residents of Canada. Each Manager represents and agrees that it has not offered or sold, directly or indirectly, and will not, directly or indirectly, offer, sell or deliver, any of the Notes in or from Canada, or to, or for the benefit of, any resident of Canada or provide any information in respect of the Corporation or the Notes to any potential investors resident in Canada without the consent of the Corporation. Each Manager agrees to furnish upon request a certificate stating that it has complied with the restrictions described in this paragraph.

#### 2. United States

The Notes have not been and will not be registered under the Securities Act and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons except in certain transactions exempt from the registration requirements of the Securities Act and applicable U.S. state securities laws. This offering is being made solely to non-U.S. persons outside of the United States pursuant to Regulation S of the Securities Act.

Terms used in this paragraph and not otherwise defined in the Agreement have the meanings given to them by Regulation S under the Securities Act.

In addition, until 40 days after the commencement of the Offering, an offer or sale of Notes within the United States by any dealer that is not participating in the Offering may violate the registration requirements of the Securities Act. The Notes may not be acquired or held by any person who is an employee benefit plan or other plan or arrangement subject to Title I of the Employee Retirement Income Security Act of 1974, as amended (“**ERISA**”), or Section 4975 of the U.S. Internal Revenue Code of 1986, as amended (the “**Code**”), or who is acting on behalf of or investing the assets of any such plan or arrangement, unless the acquisition and holding of the Notes by such person will not result in a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code.

### **3. Republic of China**

The Notes have not been, and shall not be, offered, sold or re-sold, directly or indirectly, to investors other than Professional Institutional Investors. Purchasers of the Notes are not permitted to sell or otherwise dispose of the Notes except by transfer to a Professional Institutional Investor.

### **4. General**

The Notes have been and will be offered for sale only in those jurisdictions where it is lawful to make such offers. No action has been taken, or will be taken, which would permit a public offering of the Notes in any jurisdiction other than Taiwan. Each of the Managers severally represents, warrants and agrees that it has not offered, sold or delivered and it will not offer, sell or deliver, directly or indirectly, any of the Notes, or distribute the Prospectus Supplement or any other offering material relating to the Corporation or the Notes in or from any jurisdiction except in compliance with the applicable laws and regulations thereof and in a manner that will not impose any obligations on the Corporation, except as set forth in the Agreement.