

## Pension Services Portal Access Agreement

As an authorized employee/officer/director of the administrator of the pension plan (within the meaning of section 8 of the Ontario Pension Benefits Act) (Administrator Representative); or

As a pension plan administrator's agent (within the meaning of section 22(5) of the Ontario Pension Benefits Act) or an authorized employee/officer/director of a pension plan administrator's agent (Agent Representative) to whom the administrator of the pension plan (Administrator) has delegated authority to access the Financial Services Commission of Ontario's (FSCO) Pension Services Portal (Portal) on behalf of the Administrator:

I agree to the following terms of access and use of the Portal:

### **User Responsibilities**

The Administrator Representative and any authorized Agent Representative is referred to in this Access Agreement as a user (User).

All passwords and user names issued to a User are personal. A User will not share their user name or password with any other individual.

A User will ensure that access to and use of the Portal will be restricted to their own use, solely for the purpose of pension plan filings and such other pension regulation related purposes that FSCO may authorize.

A User will implement security precautions sufficient to control access to and use of the Portal, including password protection procedures, consistent with the standard of care required of an administrator of a pension plan under the Ontario Pension Benefits Act.

A User will be responsible for the integrity and maintenance of the password provided to them. A User will change their password when they first access the Portal and such other times as the User deems necessary for security purposes.

If a User becomes aware of any unauthorized access to the Portal, the User will immediately notify FSCO staff and agrees that once notified, access to the Portal by the User will be discontinued until security is re-established by the User to the satisfaction of both the relevant pension plan administrator and FSCO staff.

An Administrator Representative may delegate authority to access a pension plan to an Agent Representative but will promptly revoke such delegated Portal access from any person who is no longer authorized to act on behalf of the Administrator. Only an Administrator Representative may grant and revoke access rights to an Agent Representative.

A User agrees that at any time FSCO staff believes that the security of the Portal may have been compromised by a User, or in connection with a User's delegated access to the Portal, FSCO staff may immediately and without notice either (i) revoke access to the Portal by cancelling all User's passwords;

or (ii) revoke delegated access to a particular pension plan from an Agent Representative. Access to either the Portal in general or with respect to a particular pension plan will be discontinued until such time as Portal security has been re-established to the satisfaction of both the relevant pension plan administrator and FSCO staff.

A User is responsible for correctly entering all data into the Portal, and for correctly attaching any required documentation. A User is responsible for submitting the data entered and saved on e-filing forms, as well as any documents attached to a submission. Any completed form or application not submitted by a User will be deemed to be not filed, and will be subject to any associated penalty charges.

The Administrator is responsible for the content of all data entered by a User into the Portal, in accordance with the requirements of the Ontario Pension Benefits Act.

### **Limitation of Liability and Indemnity**

Under no circumstances will Her Majesty the Queen in Right of Ontario, her advisors, agents, appointees and employees, including the Minister of Finance and the Superintendent of Financial Services, be responsible for any data compromise, loss, disclosure, or modification, or unauthorized use of the Portal or a User password, or for any liability, loss, cost, damage or expense that may ensue.

The Administrator and any agent appointed by the Administrator and granted access to the Portal hereunder agrees to indemnify and hold harmless the Superintendent of Financial Services and/or the Minister of Finance of Ontario and any other FSCO related party (FSCO Parties) from and against any and all liability, loss, cost, damage and expense, including any reasonable legal, expert and consultant expenses that FSCO Parties may incur or suffer arising out of a breach of this Access Agreement by the Administrator, its appointed agent or any of their respective employees, agents or contractors.

### **Governing Law**

This Access Agreement shall be governed by the laws of the Province of Ontario and the applicable federal laws of Canada.