



## Performance Standards Agreement

### Prepared for Walmart Canada

Successful partnerships begin with a clear understanding of expectations and a dedicated focus on delivering to those expectations.

As a valued client of Manulife Financial Group Benefits, we are pleased to provide Walmart Canada with our Performance Standards Agreement. This service commitment is designed to highlight Manulife's service delivery targets for centres of service excellence within our Group Benefits operation.

#### Effective Date of Agreement

The effective date of this Agreement is February 1, 2009.

#### Agreement Period

The Agreement will automatically renew each year and subsequent Agreement periods will be the 12-month period from February 1 to January 31 of each year.

#### Evaluating the Services

Manulife shall provide services according to the standards set out in the table below. Each standard is measured annually and the results will be provided to Walmart no later than 45 days from the end of each agreement period in the Performance Review Report. If a service standard set out below is not met, Manulife will provide a credit to Walmart in accordance with the penalties set out below. Any credit will be applied to the ASO financial report following acceptance of annual results.

#### 1. Claims Payment:

Service Feature	Standard	Measurement Criteria	Annual Penalty
Turnaround time for Health and Dental Claims	90% of all claims with complete information processed within 5 working days.	Performance is measured based on Manulife Group Benefits overall results. Manulife results to be included in annual Performance Review Report.	\$2,000
Health and Dental Claims Financial Accuracy	Financial accuracy on 98% or better of audited claims. Financial errors are defined as overpayment or underpayment greater than \$1.00. Manulife standard is to audit 1.5% of claims processed.	Performance is measured based on Manulife Group Benefits overall results. Manulife results to be included in annual Performance Review Report.	\$2,000

Health and Dental Claims Non-financial Accuracy (Service impact)	Non-financial accuracy on 96% or better of audited claims. Non-Financial audit is defined as "the claim settlement was correct but established procedures were not adhered to".	Manulife system-generated Turnaround Time reports measured annually  Performance is measured based on Manulife Group Benefits overall results.	\$2,000
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## 2. Customer Service Support:

Service Feature	Standard	Measurement Criteria	Annual Penalty
Customer Service Support (Call Centre) Call Answer Timing	80% of calls answered within 30 seconds	A Manulife system-generated Turnaround Time report will be produced annually.  Performance is measured based on Manulife Group Benefits overall results.	\$2,000

## 3. Account Management:

Service Feature	Standard	Measurement Criteria	Annual Penalty
Management of telephone or e-mail inquiries (Toronto Regional Group Office)	Manulife will observe Walmart's Sundown Rule and provide a same day response to telephone and e-mail inquiries received prior to 2:00pm.	Walmart reports to Manulife specific instance where the service level has not been met.	\$1,000
Written correspondence	Responded to and sent within five working days	Walmart reports to Manulife specific instance where the service level has not been met.	\$1,000
Meetings	A Manulife representative will visit Walmart Canada at least once a year to discuss various topics including claims experience, new products, new services, short term and long term disability claimant reviews, renewals.  Quarterly meetings by telephone or in-person (as appropriate) to review performance standards, plan optimization, legislative changes and other.	N/A	None

#### 4. Delivery of Plan Documentation:

Service Feature	Standard	Measurement Criteria	Annual Penalty
Contract Amendments	Delivered to Walmart Canada on an on-going basis with a four to six week turn-around-time (TAT) depending upon the complexity of amendment activity to plan documentation.	Manulife results to be included in annual Performance Review Report.  The TAT would commence once written sign-off from Walmart Canada has been received by Manulife.	\$2,000
Costings for potential plan amendments	Non-complex costings delivered to Walmart Canada within three working days of receipt of written request.  Complex costings delivered to Walmart Canada within ten working days of receipt of written request.	Manulife results to be included in annual Performance Review Report.	\$2,000

#### 5. Reporting:

Service Feature	Standard	Measurement Criteria	Annual Penalty
Standard Reports	Reports provided within the due dates as outlined in the attached Appendix A – Reporting Schedule	Walmart reports to Manulife non-delivery of report requested.	\$100 per instance to a maximum annual penalty of \$1,500
Annual Report	1) Within 90 days following the later of the end of the reporting period or the receipt date of the final month's deposit.  2) Financial Accuracy	1) Manulife results to be included in annual Performance Review Report.  2) Walmart to confirm overall satisfaction within 60 days of receipt.	\$1,000
Ad-hoc Reports	Turnaround within 10 days, unless otherwise confirmed.	Walmart reports to Manulife non-delivery of report requested.	\$100 per instance to a maximum annual penalty of \$1,500

The Renewal	<p>A Manulife Representative will provide Walmart Canada with a report on experience and rate analysis (The Renewal) once a year.</p> <p>The renewal report will be communicated to Walmart Canada 180 days prior to the effective date of the renewal.</p>	Manulife results to be included in annual Performance Review Report.	\$2,000
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### **Overall Service**

If Walmart Canada is unsatisfied with Manulife's overall service, an annual penalty of \$15,000 will be paid.

### **Maximum Annual Penalty**

The maximum annual penalty paid to Walmart will not exceed \$25,000.

### **Communications Consulting**

Overall services provided by Manulife's Communications Services team to produce materials associated with annual benefit re-enrolment campaigns, production of Associate booklets and detail sheets, or benefits program promotion/advertising requires collaboration and input from the Walmart Canada HR Benefits and Compensation team, AON, and Manulife Financial's Group Savings and Retirement Services Education team. As such, project plans — including developing content as well as procurement of any Graphic Design, Translation or Printing and Fulfillment services — and any pricing associated with procured services and production of fully customized materials are handled on an ad-hoc basis with the Communications Consultant / Director of Communications and are not specifically outlined in the terms of this Performance Standards Agreement.

### **Audit**

Walmart has the right, upon providing reasonable notice, to conduct an audit from time to time. Such audit shall be conducted at the Manulife Financial premises during reasonable business hours and shall be carried out in accordance with the Personal Information Protection and Electronic Documents Act, or its applicable provincial equivalent. Walmart shall pay its own expense, and with advance agreement by both parties, Manulife Financial's costs in connection therewith. The person(s) to conduct the audit and the scope of the audit shall be identified and mutually agreed upon by Walmart and Manulife Financial prior to the commencement of the audit.

We are confident that Group Benefits employees who serve you and your plan associates will do their utmost to ensure your satisfaction. We take our customer service commitment very seriously.

***We will strive to achieve 100% customer satisfaction.***

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The Manufacturers Life Insurance Company  
Account Executive

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Date: January 7, 2009

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Walmart Canada

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Date: