

DEALING INSTRUCTION FORM FOR SUN LIFE FINANCIAL INC. COMMON SHARES

To SELL or BUY Shares through the Link Market Services Trustees Ltd ("LMSTL") postal share dealing service ("Dealing Service") please complete this form where indicated. The Sun Life Financial Postal Dealing Service Terms and Conditions of Business ("Dealing Terms") accompany this instruction form. **Once completed, post this form together with your Share Certificate (if selling), or your cheque (if buying) to: Link Market Services Trustees Limited, The Registry, 34 Beckenham Road, Beckenham, Kent, BR3 4TU. We recommend you use a secure method of postage.**

<p>First Registered Holder</p> <p>Full name: <input style="width: 90%;" type="text"/></p> <p>Address: <input style="width: 90%;" type="text"/></p> <p><input style="width: 90%;" type="text"/></p> <p><input style="width: 90%;" type="text"/></p> <p><input style="width: 90%;" type="text"/></p> <p>Postcode: <input style="width: 80%;" type="text"/></p>	<p>Joint Holders Full Name(S)</p> <p>2. <input style="width: 90%;" type="text"/></p> <p>3. <input style="width: 90%;" type="text"/></p> <p>4. <input style="width: 90%;" type="text"/></p>
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Shareholder Number (above your name on the share certificate*):

NOTES

- The transaction fee for each sale or purchase will consist of a fixed fee of £17.50 plus 4.5 pence per share.
- The Dealing Service is only available to EEA residents. Before completing this form, please read the following instructions and the Dealing Terms carefully.

*If you hold your Shares in the UK Share Account (the "nominee") and wish to sell your Shares through the Dealing Service, you must withdraw from the nominee. Investors should do this by writing to LMSTL at the address provided. Please note this can be done at the same time as sending your completed Dealing Instruction Form; see Clause 8 of the enclosed Dealing Terms for more information.

PART 1 – TO SELL (Remember to send your share certificate)

1. Insert the number of shares (in figures) to be sold in the box (e.g. 100)

2. Complete and sign part 3.

3. Return this form together with your share certificate.

An Advice Note and settlement cheque, minus the transaction fee (see **Notes** above); payable to you (or the first named holder for joint holders) will be posted to the registered holder following the sale of your shares.

By selecting this option, you are making the following declaration: **I/We irrevocably authorise LMSTL to execute a transfer to give effect to the sale of the number of Shares specified in the box above through the Dealing Service in accordance with the Dealing Terms and I/we confirm that I/we am/are entitled or authorised to sell such shares free from all liens, charges or other third party rights.**

PART 2 – TO BUY

1. Enter the amount of money in the box that you wish to invest (min £100.00) inclusive of transaction fee (see **Notes** above).

2. Complete and sign part 3.

3. Enclose your sterling cheque made payable to "Link Market Services Trustees Limited", duly signed and dated. Post-dated cheques will not be accepted. Shares will only be purchased once your cheque has cleared.

An Advice Note setting out the purchase details, together with a cheque for any sum not invested (subject to retention of amounts less than £3) will be sent to you following your purchase taking place. Your new share certificate will be sent separately.

By selecting this option, you are making the following declaration: **I/We irrevocably authorise LMSTL to invest the amount specified in the box above, in Shares of Sun Life Financial, through the Dealing Service in accordance with the Dealing Terms.**

PART 3 – ALL SHAREHOLDERS TO SIGN

I/We the undersigned irrevocably authorise LMSTL to arrange to sell or purchase Shares through the Dealing Service in accordance with the instruction above and subject to the Dealing Terms.

<p>1. <input style="width: 90%; height: 30px;" type="text"/></p> <p>2. <input style="width: 90%; height: 30px;" type="text"/></p>	<p>3. <input style="width: 90%; height: 30px;" type="text"/></p> <p>4. <input style="width: 90%; height: 30px;" type="text"/></p>
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Date: Daytime telephone number (in case we have a query):

Where Shares are held or to be held in joint names all holders must sign. If you are signing under a power of attorney, you should indicate this fact and enclose the original power of attorney or a complete copy, verified by a solicitor or notary for inspection and return.

IMPORTANT INFORMATION – PLEASE READ

NCI Capture Form

You must complete and return your instruction form with the information detailed below. Failure to do so may result in your instruction not being processed.

Additional data collection – MIFID II

Following regulatory changes which come into force on 3rd January 2018, we are required to collect additional data to pass on to the Financial Conduct Authority when you sell any shares or transfer your shares to another beneficial owner.

The data provided will only be used as appropriate, to fulfil our regulatory obligations to report details of transactions to the Financial Conduct Authority.

If you are selling shares, purchasing shares or transferring shares into the name of another individual you will be asked to complete some additional information. Please note if you are retaining the shares solely in your name you will not be asked for this information.

We will not be able to process your instruction if this form is not completed and returned with your instruction.

What are the additional data requirements?

Full Legal Name – this should be the full name as it appears on formal identification such as a passport.

Nationality – please detail your nationality, if you are a national of more than one country, you will be asked to detail all of these.

National Client Identifier (NCI) – the information required for the NCI is different depending on your nationality, please see the table overleaf which will confirm the information that you will be required to provide. If you have not been issued with the required information for your applicable country – please detail “Not Issued”.

Date of birth – your date of birth will need to be completed in the format detailed below

MIFID II – National Client Identifier – Declaration form

Please complete and sign the below in accordance with the new MIFID II regulations, we will be unable to process your transaction if the below is not completed fully. Your National Client Identifier/s must be populated unless they have not been issued to you. The below must be completed in **BLOCK CAPITALS**

Legal Forename(s) and Surname	Nationality	National Client Identifier NCI – please see overleaf for further details	Date of Birth					
			D	D	M	M	Y	Y
			D	D	M	M	Y	Y
			D	D	M	M	Y	Y
			D	D	M	M	Y	Y
			D	D	M	M	Y	Y

Contact details (these will only be used in the event of a query)

Please ensure you provide at least one of the following contact details:

Daytime telephone Number

Email Address

Code	Country	National Client Identifier
AT	Austria	Not required – leave blank
BE	Belgium	Belgian National Number (Numéro de registre national – Rijksregisternummer) or if not issued leave blank
BG	Bulgaria	Bulgarian Personal Number or if not issued leave blank
CY	Cyprus	National Passport Number or if not issued leave blank
CZ	Czech Republic	National identification number (Rodné číslo) or if not issued use Passport Number or if not issued leave blank
DE	Germany	Not required – leave blank
DK	Denmark	Personal identity code 10 digits alphanumerical: DDMMYYXXXX or if not issued leave blank
EE	Estonia	Estonian Personal Identification Code (Isikukood)
ES	Spain	Tax identification number (Código de identificación fiscal)
FI	Finland	Personal identity code or if not issued leave blank
FR	France	Not required – leave blank
GB	United Kingdom	UK National insurance number or if not issued leave blank
GR	Greece	10 DSS digit investor share or if not issued leave blank
HR	Croatia	Personal Identification Number (OIB – Osobni identifikacijski broj) or if not issued leave blank
HU	Hungary	Not required – leave blank
IE	Ireland	Not required – leave blank

Code	Country	National Client Identifier
IS	Iceland	Personal Identity Code (Kennitala)
IT	Italy	Fiscal code (Codice fiscale)
LI	Liechtenstein	National Passport Number or if not issued use National Identity Card Number or if not issued leave blank
LT	Lithuania	Personal code (Asmens kodas) or if not issued use National Passport Number or if not issued leave blank
LU	Luxembourg	Not required – leave blank
LV	Latvia	Personal code (Personas kods) or if not issued leave blank
MT	Malta	National Identification Number or if not issued National Passport Number
NL	Netherlands	National Passport Number or if not issued National identity card number or if not issued leave blank
NO	Norway	11 digit personal id (Foedselsnummer) or if not issued leave blank
PL	Poland	National Identification Number (PESEL) or if not issued Tax Number (Numer identyfikacji podatkowej)
PT	Portugal	Tax number (Número de Identificação Fiscal) or if not issued National Passport Number or if not issued leave blank
RO	Romania	National Identification Number (Cod Numeric Personal) or if not issued National passport Number or if not issued leave blank
SE	Sweden	Personal identity number or if not issued leave blank
SI	Slovenia	Personal Identification Number (EMŠO: Enotna Matična Številka Občana) or if not issued leave blank
SK	Slovakia	Personal number (Rodné číslo) or if not issued National Passport Number or if not issued leave blank
–	Rest of the world	National Passport Number or if not issued leave blank

SUN LIFE FINANCIAL INC POSTAL DEALING SERVICE TERMS AND CONDITIONS OF BUSINESS

1. This long term postal dealing service (the "Service") is an 'execution only' service under which we will receive postal share dealing orders from you and transmit these orders on your behalf to other entities for execution. The Service is provided by Link Market Services Trustees Limited, a company registered in England with company number 2729260 and whose registered office is at The Registry, 34 Beckenham Road, Beckenham, Kent BR3 4TU ("Link", "we" or "us") and trading as Link Asset Services. Link is authorised and regulated by the Financial Conduct Authority ("FCA") with registered number 184113. The FCA may be contacted at 25 The North Colonnade, Canary Wharf, London E14 5HS. The main business of Link is the provision of administration, trustee, share dealing and nominee services. Link reserves the right to terminate the Service or to vary these terms and conditions of business (the "Conditions"), with notice where practicable. Your use of the Service will constitute your agreement to be legally bound by these Conditions.
2. The Service is operated entirely independently of Sun Life Financial Inc. ("Sun Life Financial Inc" or "the Company"). The Company makes no representation in relation to and accepts no responsibility for the Service, and shall not be liable for any losses, costs, damages or expenses arising from the provision of the Service.
3. We may decline to accept an instruction to sell shares or, having received your instructions, we reserve the right to refuse to act upon them without informing you of our reasons.
4. The Service is only available to shareholders (including registered personal representatives) who wish to sell their Common Shares of Sun Life Financial Inc or purchase additional Common Shares. The transaction fees for each sale or purchase are shown on the attached Dealing Instruction Form under Notes. Where the total amount includes a half pence, this will be rounded up to the nearest whole pence. It is possible that other taxes or costs may exist that are not paid via or imposed by Link.
5. Shareholders wishing to use the service must be 18 years and over (in the case of natural persons), registered shareholders of Sun Life Financial Inc, and be resident in the European Economic Area. For the purpose of the FCA rules, shareholders will be classified as retail clients. The Service is not available to persons or firms who are authorised and regulated by the FCA, their nominee bodies or custodians or other EU regulated persons or firms.
6. In providing the Service to you in relation to the Company's Common Shares, which are non-complex instruments traded on a regulated market, Link is not required to assess the suitability of the instrument or the service provided or offered to you and, as a result, you will not benefit from the protection of the FCA rules on assessing suitability. Therefore we will not assess whether:
 - (i) the Service meets your investment objectives;
 - (ii) you would be able financially to bear the risk of any loss that the Service may cause; or
 - (iii) you have the necessary knowledge and experience to understand the risks involved.
7. Link is also not required to assess the appropriateness for you of any product, service or transaction provided or offered to you in connection with the Service.
8. All Dealing Instructions Forms should be completed and signed where indicated and returned to Link together with your valid share certificate(s), we recommend you use a secure method of postage. If your shares are held in a shareholder account (the "nominee") you must withdraw from the nominee; to do so, simply complete and sign the Dealing Instruction Form and enclose a written instruction to withdraw from the nominee; return all relevant documents to us at the address given in clause 1. Investors may complete the Dealing Instruction Form and lodge this at the same time as the instruction to withdraw from the nominee. Provided such instruction to withdraw from the nominee is received in good order, with payment and before 12 noon GMT, on that day Link will arrange with the global transfer agent to withdraw the relevant shares from the nominee and register them into the name of a private individual. Link cannot execute the instruction to sell the shares until such time as the investor has been entered onto the Register of Members by the Global Transfer Agent of Sun Life Financial Inc; therefore any instruction to deal will be executed on the next available dealing day, minimum 48 hours after the investor has been registered in their own name.
9. Dealing will normally take place once a week on a Thursday (the "Dealing Day") when it is a Business Day, or on the next Business Day if the Thursday is not a Business Day or the Toronto Stock Exchange ("TSE") is not open for business. A Business Day is defined as a day on which the London Stock Exchange is open for business.
10. Instructions received on any day which is not a Business Day will be deemed to have arrived on the next Business Day. All sale instructions will need to be received by 12pm the Wednesday prior to the next Dealing Day so as to qualify for dealing to take place on that Dealing Day.
11. Your instructions may not be withdrawn once dispatched. Your instructions must be in writing and no email, telephone or facsimile instructions will be accepted. In the event that documentation is incomplete, has been incorrectly completed or where we are unable to obtain clarification of instructions, the documentation will be returned to you at your own risk without any action being taken in relation to the Service.
12. Link will comply with its regulatory obligation to act in your best interests when receiving orders from you and transmitting them to brokers on your behalf for execution. Link does not execute orders itself but will place the order with an authorised broker for execution. This will usually be Winterflood Securities Limited or BMO Capital Markets Corp., but we reserve the right to use other brokers, from time to time. A list of our brokers is maintained in our Execution Policy and is available upon request. By using the Service you agree that we may notify you of the brokers we use via our website. Link will rely on these brokers to take all reasonable steps to obtain, when executing orders, the best possible result, in accordance with the rules of the FCA. The factors normally used to determine the best possible result will be price and the costs related to execution. Link will also check that each broker has in place a policy and procedures designed to obtain the best possible result, subject to and taking into account the nature of your order(s) and the market in question. Link will monitor these brokers and review their performance at least once a year.
13. Instructions to purchase will only be accepted upon receipt of a correctly completed Dealing Instruction Form and a sterling denominated cheque for the amount to be invested (min £100.00) inclusive of transaction fee. By signing the Dealing Instruction Form, Part 2 – To Buy, you undertake and warrant that your sterling cheque, for the purchase price for the Common Shares, will be honoured on first presentation. **Link will proceed to bank your cheque and, only once confirmation has been received that the funds are available in Link's bank account, we will proceed with the purchase of your shares on the next available Dealing Day.** Should your cheque not be honoured on first presentation, Link reserves the right to sell any Common Shares purchased on your behalf without instructions from you and you will be liable for any loss suffered as a result. Post-dated cheques will not be accepted. An Advice Note setting out the purchase details, together with a cheque for any sum not invested (subject to retention of amounts less than £3) will be sent to you following your purchase taking place.
14. You may not specify the price or date at which shares will be sold. You will be solely responsible for the decision to sell your shares. We do not accept limit orders. Please note that the share price may change significantly between you deciding to deal and the deal being executed. Neither Link nor will the broker provide investment or taxation advice to you as part of the Service. If you are in any doubt as to what action (if any) to take, you are recommended to seek your own advice from a suitably qualified advisor.
15. The price of shares can fall or rise between the time that you decide to sell or buy and the time the trade is executed. You may not recover the original amount invested. Shares will be traded on the TSE in Canadian Dollars and settlement will be issued in England, in sterling only; the rate used to exchange currencies cannot be guaranteed. In order to achieve a competitive FX rate, Link will source an institutional rate from its broker which will normally be beneficial when compared to high street rates. Link and its broker will share any revenue generated on the difference between the buying and selling price of the currency involved (known as the "spread").
16. For sales, Link will send you a sale advice giving details of the sale (which should be retained for taxation purposes) and a sterling cheque for the sale proceeds as soon as practicable after we receive the settlement proceeds and Contract Note from our broker. Please note that the cheque and sale advice will be sent to the registered address appearing on the register and the cheque will only be made payable to the named shareholder or their legal personal representatives. Where holdings are registered in joint names, settlement cheques will be made payable to the first named holder. However, cheques can be made payable to one of the other named joint holders upon receipt of written instructions to that effect; such instructions must be signed by all registered holders. A cheque for £16.50 (including VAT), payable to 'Link Market Services Trustees Limited' should accompany any such request - this is our administration charge for re-issuing a cheque. Cheques will not be made payable to any other third party except at our absolute discretion.
17. For purchases, a statement stating the price at which the Common Shares were purchased and the associated charges will be issued to you at your risk by Link. The resulting Common Share Certificate will be issued to you, at your risk, normally on the fourth business day following the relevant dealing day.
18. A share is a portion of the Capital stock of a company which typically entitles the holder to vote at general meetings, receive income in the form of dividends and to share in the surplus assets of the company in the event of a winding-up. The price of a share depends on fluctuations in the financial markets outside Link's control and past performance is no indicator of future performance.

19. Your order may be aggregated with those of other shareholders for execution. Aggregated orders may result in a large number of shares being dealt in the market which may result in a higher or lower price being obtained or a delay in executing the order in full on the designated market. In the event that it is not possible to fully execute an aggregated order on the day the order is placed, the broker will be instructed by Link to fulfil the order in its entirety, which may take a number of days. Sale proceeds will only be issued after the broker has provided a contract note to Link confirming fulfilment of the order. In placing an aggregated order irrespective of the size of the order and the length of time taken to fulfil the order in the designated market, a more or less favourable price might be achieved than if your order had been executed separately.
20. Link reserves the right to deal more or less frequently than stated herein, where in its opinion it would be prudent to do so, such as where extreme volumes of instructions have been received, or a purchaser cannot be found, or when in its opinion, it is appropriate to deal less frequently as per the volumes involved. We will not be responsible for any changes in the share price between the time you decide to deal and when the deal is executed.
21. In the event that your instruction is received, accompanied by any documentation that requires verifying and/or authenticating this may result in a delay in the execution of the deal. Examples of such documentation may include but are not restricted to a marriage certificate, death certificate, grant of representation, power of attorney, or court orders. In such circumstances Link will use its reasonable endeavours not to cause undue delay in the execution of the instruction to deal. Should an instruction to deal be delayed due to the circumstances described in this clause, Link will not accept responsibility, nor be held liable for, the fluctuation of the share price and therefore any actual or opportunity loss or gain in connection with this transaction or any related transactions that may or may not be disclosed to Link.
22. In accordance with the FCA rules regarding Client Money, funds will be classified as Client Money and will be pooled with funds held on behalf of other investors using the Service. **In the event of the financial failure of Link or another financial institution holding client money on behalf of Link, all client money bank accounts operated by Link may be pooled together. This could result in you receiving less back than you may be entitled to. All funds will be held in a non-interest bearing client money bank account.**
23. You agree that we may pay away any unclaimed client money and/ or unclaimed custody assets (including, without limitation, Shares) to charity in accordance with the FCA Rules. We undertake to make good any valid claim which may subsequently be made against any unclaimed client money and/ or unclaimed custody assets paid to charity in this way and reserve the right to request such evidence as we feel reasonably necessary to confirm the identity of the person claiming these funds in order to validate any claim prior to settlement in respect of funds. Subject to clause 30, we will not be liable for any losses or claims for interest whatsoever in respect of such amounts unless such losses or claims were caused by our fraud, willful default, negligence or breach of the FCA Rules or FSMA.
24. The Service is not being offered to residents of any territory where such offers are not permitted by local securities regulations. Any such person receiving the Service documents should note that they are for information only. It is the responsibility of a shareholder in any jurisdiction to ensure compliance with local law and regulatory requirements. If you are in any doubt you should consult an appropriate professional advisor.
25. All communications sent to you by post will be treated as received by you on the second Business Day following the day they were sent in the case of an address in the UK or on the fifth Business Day following the day they were sent in the case of an address in the Republic or Ireland or the European Economic Area. We will not accept responsibility for any documentation before it is received by us, or after it has been dispatched to you. All documents whether posted by you or by us will be posted at your own risk. We recommend that you send important documents to us by recorded or special delivery for your own safety and security.
26. We reserve the right to require any person(s) using this facility to produce satisfactory evidence of their identity to enable compliance with applicable regulations (e.g. UK money laundering regulations). We will not be liable for any loss that may result from any delay whilst your identity is being verified.
27. By instructing Link to sell your shares through the Service, you undertake, represent, and warrant that (a) your shares will be transferred with full title guarantee and free from liens, charges, or other third party rights and any encumbrance of any kind; (b) that you and any underlying beneficial owner are entitled to sell the shares and (c) that the use of the Service by you or the sale of the shares pursuant to the Service does not and will not breach any applicable laws.
28. We will not be liable for any special, indirect or consequential damage or loss suffered by you (including any loss of profits).
29. Subject to condition 30 below, our liability to you under these Conditions is limited to any losses directly associated with the act or omission that gave rise to the liability. We will not be liable for any other damage or loss suffered by you which we could not have foreseen (for example, the loss of an alternative investment opportunity, which we did not know about, as a result of our delay in selling your shares).
30. Nothing in these Conditions excludes or limits (i) our liability for death or personal injury caused by our negligence; or (ii) our liability for any losses or expenses suffered as a direct result of our fraud; or (iii) any other liability which cannot be excluded or limited by law, including the FCA rules.
31. We will not be liable for any losses or expenses suffered by you as a result of a delay or failure due to circumstances beyond our reasonable control (for example, because of failure of computer systems or telecommunications links or overriding emergency procedures, postal delays, flood, fire, storm, labour disputes, accident, vandalism, malicious damage, war, terrorism, failure of third parties to carry out their obligations, the suspension of trading by any exchange or clearing house, the acts of governmental or regulatory authority (including changes to any applicable laws or regulations) or the absence of, or inaccuracy in any information provided to us by you or on your behalf) ("Unforeseen Circumstances"), we will, where possible, take such reasonable steps as we can to provide the Service as soon as possible.
32. In accordance with FCA rules, Link has in place arrangements, which may be updated from time to time, to manage conflicts of interest that arise between itself and its clients or between its clients. Link will deal with potential conflicts of interest in accordance with its Conflicts of Interests Policy which provides that it will identify and manage conflicts of interest to ensure fair treatment of all clients and that it acts in the client's best interests. If it is not possible to manage or avoid a potential conflict of interest then Link may seek to disclose the general nature and/or sources of conflict to you before undertaking business for you. Link will provide full details of the Conflicts of Interest Policy upon receipt of a written request from you.
33. The Data Protection Act 1998 ("DPA") governs the way in which your personal data is held and used. Link will protect your personal data in accordance with the principles of the DPA. You are entitled on payment of a fee (currently £10) to a copy of the data we hold about you. If you believe that any data held about you is incorrect or incomplete, you may request it to be completed or corrected.
34. These Conditions are governed by English Law and the parties submit to the exclusive jurisdiction of the English Courts. All correspondence will be in the English language.
35. If you think that you have reason to make a complaint, please write in the first instance to us at **Link Market Services Trustees Limited, Regulated Business, The Registry, 34 Beckenham Road, Beckenham, Kent BR3 4TU**. Your complaint will be fully investigated and a full resolution sought. If you remain dissatisfied, you may be able to refer the matter to the Financial Ombudsman Service, Exchange Tower, London E14 9SR. Link's complaints procedure is available upon request, but a copy will automatically be provided in the event of a complaint being received.
36. We are covered by the Financial Services Compensation Scheme. You may be entitled to compensation from the scheme if we cannot meet our obligations. This depends on the type of business and the circumstances of the claim. As at the date of the Conditions, most types of investment business are covered up to a maximum of £50,000. These amounts may be subject to change. Further information about compensation arrangements is available from the Financial Services Compensation Scheme, 7th Floor, Lloyds Chambers, 1 Portsoken Street, London E1 8BN. Telephone: 020 7892 7300.
37. In certain situations, for example where a trade takes more than three business days to settle, we may find ourselves holding safe custody assets, as defined by the FCA rules, for you in respect of the Service. If this happens, we will hold such assets in a way that ensures that they are adequately protected for you in the event of our failure. Should a situation where we are holding safe custody assets for you arise, we will promptly write to you with more information.