

WorkplaceNL

Health | Safety | Compensation

Request for Proposals: 2026-04-P

Global Custodian Services

Issue Date: June 12, 2026

RFP Closing Date: July 8 before 2:00 p.m. (NL Time)

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| SECTION 1 – OVERVIEW AND SCOPE OF SERVICES |
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1.1 Request for Proposal Summary

The Workplace Health, Safety and Compensation Commission (“**WorkplaceNL**”) is inviting prospective Applicants to submit proposals for global custody services, global tax documentation completion services, and securities lending services for the investments of WorkplaceNL. This should include settlement, safekeeping, delivery, investment accounting, income collection, securities valuation, compliance reporting, short-term cash investments, corporate action and other services in connection with these investments (collectively, the “**Services**”).

WorkplaceNL reserves the right to contract with one provider of services for all regions or to contract with separate providers, as required, to provide the required regional services. The term of the agreement will be for a period of three (3) years. WorkplaceNL will, in its sole discretion, have an option to extend the agreement for an additional term of two (2) years on the same terms and conditions. Should needs be identified or conditions change during the original agreement, the needs and/or conditions may be addressed in the Extension Agreement but pricing for the items identified in the original agreement will remain firm.

If you are interested in providing this service for WorkplaceNL, please submit your completed proposal before the RFP Closing Date. Please review the enclosed documents for complete instructions and an explanation of the process.

1.2 Glossary of Terms

The following terms will apply to this document:

- | | |
|---------------|---|
| Applicant(s): | An individual, group of individuals or a company that submits, or intends to submit, a proposal in response to this document. |
| RFP: | Request for Proposal which includes the original Request for Proposals and any and all addenda. |
| Must/ Shall: | A requirement that is mandatory and if not met will result in rejection of the proposal. |

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1.3 Intent

The purpose of this RFP is to acquire services for the investments of WorkplaceNL.

1.4 Background

WorkplaceNL provides services to employers, injured workers and their dependents, and the public through the administration of the **Workplace Health, Safety and Compensation Act, 2022** (the “Act”). These services include promoting workplace health and safety in order to prevent and reduce workplace injury and illness. WorkplaceNL strives to ensure injured workers receive the best care possible and the benefits to which they are entitled. WorkplaceNL facilitates injured workers’ recovery, and early and safe return to work. In addition, WorkplaceNL administers an employer classification and assessment system and ensures adequate funding for services through sound financial management.

WorkplaceNL is organized along two main functional areas: 1) prevention and workplace services; and 2) corporate and financial services. These functional areas support the organization’s three main lines of business:

1. Education on the prevention of workplace injuries, illnesses, and occupational disease;
2. Claims management for injured workers; and
3. Employer assessments (no-fault compensation coverage).

1.4.1 Project Background

The Board of Directors (the “Board”) has a fiduciary responsibility for prudently managing the assets of the Injury Fund (Fund) on behalf of employers and injured workers. To achieve the investment objectives, the Board will engage external investment professionals to advise on and monitor the performance of the Fund.

The Investment Subcommittee of the Board of Directors coordinates all aspects of the administration, supervision and management of the investment program and recommends, where necessary, appropriate policy changes to the Financial Service Committee and the Board for consideration.

WorkplaceNL currently engages fourteen (14) external investment management firms to manage fifteen (15) mandates of the Fund with approximately \$1.9 billion in assets under management. Canadian equity has two (2) segregated investment mandates and global equities has one (1) segregated and one (1) pooled fund. Global equities investments are spread across approximately thirteen (13) markets. WorkplaceNL retains the services of a custodian. For the Fund’s policy asset mix, refer to Appendix “B”.

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1.5 Scope of Work

The purpose of this RFP is to select an Applicant who will provide global custody services, global tax documentation completion services and securities lending services for the investments of WorkplaceNL, including without limitation settlement, safekeeping, delivery, investment accounting, income collection, securities valuation, compliance reporting, short-term cash investments, corporate action and the services in connection with these investments.

The successful Applicant is expected to have demonstrated the experience, financial stability and ability to provide custodial services for a wide range of investment products, both domestic and international, and must demonstrate that its custodial capabilities and internal controls are consistent with industry standards.

WorkplaceNL's service requirements and other pertinent information that Applicants must use in developing their Proposal is provided in detail in the **Approach and Methodology** section herein.

1.6 Mandatory Criteria

The successful Applicant(s) must meet the mandatory criteria and possess the necessary knowledge, skills and experience to supply the required service. The mandatory criteria are as follows:

1.6.1 The successful Applicant must have a minimum of ten (10) years' experience in providing global custodian services for institutional tax-exempt investors as of December 31, 2025.

1.7 Negotiation

1.7.1 Without limiting any discretion available to WorkplaceNL pursuant to the RFP, WorkplaceNL may, and reserves the right to, enter into direct negotiations with Applicants that meet the minimum required score, as established by the evaluation process defined herein. Negotiations may include, but are not limited to, pricing, schedules, and any other deliverables.

1.7.2 WorkplaceNL will determine the top-ranked Applicant based on the evaluation process outlined in Section 5 and will send a written invitation to the Applicant to enter negotiations. WorkplaceNL intends to conclude negotiations and execute a binding agreement within 30 days of the date of receiving the proposed agreement.

1.7.3 If the parties do not execute a binding agreement within the timeframe noted above, WorkplaceNL may, in its sole discretion: (i) extend the time period for negotiating

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and executing an agreement, (ii) invite the next best ranked Applicant to enter into negotiations, or (iii) cancel the RFP process. Once the above noted timeframe lapses, WorkplaceNL may discontinue negotiations with the top-ranked Applicant. This process shall be repeated until: (i) a binding agreement is executed, (ii) there are no further Applicants that are eligible for negotiations, or (iii) WorkplaceNL cancels the RFP.

- 1.7.4** Any negotiations or written invitation to enter into negotiations will not constitute a legally binding offer to enter into a contract on the part of WorkplaceNL or the Applicant. Negotiations may include requests by WorkplaceNL for supplementary information to clarify the Applicant's submission or to confirm the conclusions reached in the evaluation.

1.8 Agreement

- 1.8.1** WorkplaceNL shall not be obligated to any Applicant until a written agreement acceptable to WorkplaceNL has been duly executed related to an approved proposal. Any awards made pursuant to this RFP process are subject to execution of a written agreement which is acceptable to WorkplaceNL.
- 1.8.2** The agreement between WorkplaceNL and the successful Applicant shall include the terms and conditions outlined in Appendix "E" of this RFP. If the Applicant does not agree to the terms and conditions in Appendix "E", the Applicant must indicate their objection in their proposal and suggest alternate terms and conditions. If the Applicant does not object and submits alternate terms and conditions, by submitting a proposal, the Applicant is deemed to agree to the terms and conditions in Appendix "E" of this RFP. WorkplaceNL may accept alternate terms and conditions which WorkplaceNL, in its sole discretion, determines are substantially similar in effect to the terms and conditions in Appendix "E". An invitation to the Applicant to negotiate does not bind WorkplaceNL to the alternate terms and conditions and WorkplaceNL may negotiate the terms and conditions as part of the negotiation process outlined in Section 1.7 of this RFP.
- 1.8.3** Claims made by the Applicant in the proposal will constitute contractual warranties. Any provision in the proposal may, in WorkplaceNL's sole discretion, be included as a provision of the Agreement between WorkplaceNL and the successful Applicant. In the case of conflict between the written agreement between WorkplaceNL and the successful Applicant and the RFP and proposal, the terms of the said written agreement shall prevail.

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SECTION 2 – INSTRUCTIONS TO APPLICANT

2.1 Electronic Copy of this Document

WorkplaceNL reserves the right to modify the terms of the RFP by issuance of addenda at any time prior to RFP Closing Date.

It is the responsibility of the Applicants who retrieve or download this RFP from WorkplaceNL's website (<http://www.workplacnl.ca>) or externally through the RFP posting at www.merx.com to monitor the sites for any addendum to the RFP issued up to and including the RFP Closing Date.

It is the Applicant's responsibility to ensure that they have received a complete set of documents. By submitting a proposal, the Applicant verifies that they have received a complete set of RFP documents including any and all addenda. All terms, conditions, and/or specifications stated or referenced in the RFP are assumed to be accepted by the Applicant and incorporated in the proposal.

By submitting a proposal, the Applicant confirms that all components necessary to deliver the required services have been included in the proposal, or will be provided at no additional charge to WorkplaceNL.

Applicants who have obtained the RFP electronically must not alter any portion of the document, with the exception of applying any addendum issued by WorkplaceNL.

2.2 RFP Closing

The RFP CLOSING DATE is:

JULY 8, 2026 BEFORE 2:00 PM NEWFOUNDLAND TIME

Applicants are required to submit and ensure proposals are received via electronic upload at www.merx.com

Fax Proposals: Will NOT be accepted.

Email Proposals: Will NOT be accepted.

Proposals will be opened publicly immediately following the RFP closing in accordance with the Public Procurement Regulations, as amended. The names of all Applicants will be provided at the public opening. Applicants may email purchasing@workplacnl.ca to request a Webex meeting invite to attend the public opening. Applicants must include their

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name, email address, and tender number in the request. Meeting requests must be received by WorkplaceNL before 4:00PM Newfoundland Time on July 6, 2026.

2.3 Proposal Instructions

All proposals must be legible and complete and supply all information required in SECTION 4: RESPONSE REQUIREMENTS. Applicants are not required to return any sections of this document in their proposal.

All proposals must be received by WorkplaceNL in its entirety by the RFP Closing Date. Proposals or any portion thereof, received after the RFP Closing Date will not be accepted.

Applicants are solely responsible to ensure receipt of their proposal by WorkplaceNL in its entirety, in the manner and time prescribed. Applicants must submit their proposal via www.merx.com (see Appendix “A” – Electronic Proposal Submission Instructions).

Proposals must be signed by the Applicant or an authorized representative of the Applicant. If the Applicant is a corporation, the proposal must be signed by the authorized signing officer of the corporation submitting the proposal.

Any error in the proposal is the responsibility of the Applicant.

A proposal received in response to an RFP cannot be withdrawn, altered or changed in any way after the RFP Closing Date.

While WorkplaceNL has tried to ensure the accuracy of the RFP, it is not guaranteed or warranted by WorkplaceNL to be accurate, nor is it necessarily comprehensive or exhaustive. WorkplaceNL will assume that all Applicants have resolved any questions they might have about the RFP and have informed themselves as to the existing conditions and limitations, etc. before submitting their proposals. Nothing in the invitation is intended to relieve Applicants from forming their own opinions and conclusions with respect to the matters addressed in the RFP.

Unless stated otherwise in the RFP, proposals shall remain open for acceptance and are irrevocable for a period of 180 days after the RFP Closing Date.

2.4 Proposal Conditions

2.4.1 Confidentiality and Ownership of Information

Information pertaining to WorkplaceNL obtained by the Applicant as a result of participation in this RFP, and/or subsequent interviews, presentations, and/or

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negotiations with WorkplaceNL, if any, is confidential and shall not be disclosed without prior written authorization from WorkplaceNL.

The RFP and any supplementary document or portion thereof is proprietary information, and must not be used by the Applicant other than for the submission of proposals without the permission of WorkplaceNL.

All proposals submitted become the property of WorkplaceNL. By submitting a proposal, the Applicant hereby grants WorkplaceNL a license to distribute, copy, print, or translate the proposal for the purposes of the RFP. Any attempt to limit WorkplaceNL's right in this area may result in rejection of the proposal.

The procurement process is subject to the **Access to Information and Protection of Privacy Act, 2015**, SNL 2015 c. A-1.2, as amended (**ATIPPA**). The Applicant's proposal may be subject to disclosure under the **ATIPPA**. By submitting a proposal, the Applicant agrees to the appropriate disclosure of the information supplied, subject to the provisions of the governing law. WorkplaceNL cannot guarantee the confidentiality of the content of any proposal after the RFP Closing Date. WorkplaceNL shall not be liable to any Applicant for any claim, direct or indirect, whether for costs, expenses, losses or damages, or loss of anticipated profits, or for any other matter whatsoever incurred by the Applicant as a result of disclosure pursuant to the **ATIPPA**.

By submitting a proposal, the Applicant agrees that it has identified any specific information in its proposal that may qualify for an exemption from disclosure under subsection 39(1) of the **ATIPPA**. If no specific information has been identified it is assumed that, in the opinion of the Applicant, there is no specific information that qualifies for an exemption under subsection 39(1) of the **ATIPPA** and information may be released without further notice.

The financial value of a contract resulting from this procurement process will be publicly released as part of the award notification process.

2.4.2 No Claims By Applicant

By participating in the process outlined in this RFP document, the Applicant consents to the procedures as described in this RFP.

By submitting a proposal, each Applicant irrevocably waives any claim, action or proceeding against WorkplaceNL, including without limitation any judicial review or injunction application, or against any of WorkplaceNL's employees, advisors or representatives for damages, expenses or costs, including without limitation costs of proposal preparation, loss of profits, loss of opportunity or any consequential loss, for any reason including without limitation: any actual or alleged unfairness on the

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part of WorkplaceNL at any stage of the procurement process; if WorkplaceNL does not award or execute a contract; or if WorkplaceNL is subsequently determined to have accepted a noncompliant proposal or otherwise breached or fundamentally breached the terms of this procurement.

2.4.3 Conflict of Interest

For the purposes of this RFP, the term “conflict of interest” includes, but is not limited to, any situation or circumstance where:

- in relation to the RFP process, the Applicant has an unfair advantage or engages in conduct, directly or indirectly, that may give it an unfair advantage, including but not limited to:
 - (i) using confidential information of WorkplaceNL in the preparation of its response that is not available to other Applicants;
 - (ii) having been involved in the development of the RFP, including having provided advice or assistance in the development of the RFP;
 - (iii) receiving advice or assistance in the preparation of its response from any individual or entity that was involved in the development of the RFP;
 - (iv) communicating with any person with a view to influencing preferred treatment in the RFP process (including but not limited to the lobbying of decision makers involved in the RFP process); or
 - (v) engaging in conduct that compromises, or could be seen to compromise, the integrity of the open and competitive RFP process or render that process non-competitive or unfair;
- in relation to the performance of its contractual obligations under an agreement for services, the Applicant’s other commitments, relationships, or financial interests:
 - (i) could, or could be seen to, exercise an improper influence over the objective, unbiased, and impartial exercise of its independent judgement; or
 - (ii) could, or could be seen to, compromise, impair, or be incompatible with the effective performance of its contractual obligations.

If, at the sole and absolute discretion of WorkplaceNL, the Applicant, its employees, officers, directors, associates and/or approved subcontractors is found by WorkplaceNL to be in an actual or perceived conflict of interest either during the RFP or after award of the contract, WorkplaceNL may, in addition to any other remedies available at law or in equity, disqualify the proposal submitted by the Applicant or terminate the agreement.

Sub-contracting to any firm or individual whose current or past corporate or other interests may, in WorkplaceNL’s opinion, give rise to an actual or perceived conflict of interest in connection with this RFP will not be permitted. This includes, but is not limited to, any firm or individual involved in the preparation of the RFP.

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2.5 Questions and Clarification

Any questions related to the RFP must be directed in writing by email to purchasing@workplacnl.ca or through the RFP posting on www.merx.com and received by WorkplaceNL before 4:00PM Newfoundland Time on June 26, 2026.

All questions should include the Applicant's name and address, contact person's name, telephone number, and email address, and the reference to the specific section and page number of the RFP in question. All email questions must include the RFP number and title in the email subject line.

To the extent that WorkplaceNL considers that the answer to the question may assist in the preparation of a proposal, WorkplaceNL will post an addendum on its website and through the RFP posting on www.merx.com which will be part of the RFP. WorkplaceNL may not answer a question where WorkplaceNL considers the information requested is not required to prepare a proposal, or where the answer to the question posed may be found in the RFP. No responses shall be binding upon WorkplaceNL unless made in writing.

WorkplaceNL may request additional data, discussions, presentations or on-site visits in support of the proposal, all without obligation to provide other RFP recipients with similar information or notice of such communication. Additionally, WorkplaceNL reserves the rights to implement the appropriate due diligence processes to confirm or clarify any information provided, or to collect more evidence of managerial, financial and technical abilities, including but not limited to, meetings and visits with current customers served by the Applicant.

Any written information received by WorkplaceNL from an Applicant in response to a request for additional data from WorkplaceNL will be considered an integral part of the Applicant's proposal.

2.6 Ineligibility of Proposals

It is essential that the proposal is complete and thoroughly addresses each requirement identified in the RFP, as incomplete proposals may be declared "non-responsive". Proposals that are improperly signed, conditional, illegible, obscure, or contain arithmetical errors, erasures, alterations, or irregularities of any kind may be considered invalid.

2.7 Acceptance of Proposal

WorkplaceNL reserves the right, as the interests of WorkplaceNL may require, to accept or reject in whole or in part any or all proposals. WorkplaceNL reserves the right to waive any minor irregularity or non-compliance where such irregularity or non-compliance is not of a material nature in its sole and absolute discretion. Such minor irregularity or non-

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compliance will be deemed substantial compliance and capable of acceptance. WorkplaceNL will be the sole judge of whether a proposal is accepted or rejected.

WorkplaceNL, in its sole discretion, reserves the right to cancel the RFP without award. WorkplaceNL is not bound to award a contract to any Applicant. The awarding of the contract(s) (if any) shall be at WorkplaceNL's sole discretion.

WorkplaceNL reserves the right to reject all proposals, to select a proposal that is not the highest score bid, and to refuse any proposal that does not meet the information or timing requirements of this RFP.

If WorkplaceNL does not receive compliant and acceptable proposals in response to the RFP, WorkplaceNL reserves the right to enter into negotiations with one or more of the Applicants or with any other party in order to complete the procurement of services.

A proposal may not be eligible for acceptance if current or past corporate or other interests of the Applicant or the Applicant's key personnel may, in WorkplaceNL's opinion, give rise to a conflict of interest.

WorkplaceNL reserves the right to disqualify any Applicant if the Applicant or the Applicant's key personnel have either breached an agreement and/or failed to provide satisfactory service and/or deliveries under any prior agreement with WorkplaceNL, in the sole opinion of WorkplaceNL.

The Applicant may be required to demonstrate financial stability, authorization to provide the goods and/or services being acquired, and/or regulatory agency approval, licensing or registration as needed, or otherwise clarify the Applicant's capability to satisfy the RFP requirements. WorkplaceNL reserves the right to reject a proposal from any Applicant that it feels is incapable of providing the necessary labour, materials, equipment, financing, or resources to perform the services or supply the goods in a satisfactory and timely manner.

2.8 Estimated Time Frames

The following timetable outlines the estimated schedule for this RFP process. The timing and the sequence of events resulting from this document may vary.

| DESCRIPTION | DATE |
|---|---------------|
| RFP issue date | JUNE 12, 2026 |
| Deadline for questions | JUNE 26, 2026 |
| Proposals to be received by | JULY 8, 2026 |
| Presentation of proposals (tentative - if required) | JULY 14, 2026 |
| Date of award (tentative) | JULY 16, 2026 |

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SECTION 3 – GENERAL TERMS AND CONDITIONS

- 3.1** The successful Applicant(s) is required to meet WorkplaceNL's billing and accounting requirements. Progress billing should be submitted to WorkplaceNL every 30 days or other frequency as agreed to between WorkplaceNL and the successful Applicant(s). Invoices must be legible and clearly labeled with the Applicant's invoice number.
- 3.2** This RFP, all proposals, and any agreements will be construed and interpreted in accordance with the laws of the Province of Newfoundland and Labrador.
- 3.3** The Applicant shall not use WorkplaceNL's name or logo or make reference to this RFP in any advertising copy or other promotional materials or messages without WorkplaceNL's prior written consent.

SECTION 4 – RESPONSE REQUIREMENTS

It is important that Applicants provide complete information with their proposal so it can be readily understood and evaluated. The following minimum information and format must be provided in the proposal. A proposal will be considered non-compliant if it fails to provide sufficient detail necessary to evaluate the proposal against the requirements outlined in this RFP.

All proposals must address the content of the RFP. Qualifying proposals are those that clearly demonstrate a thorough understanding of the RFP, and its stated requirements and criteria. WorkplaceNL may disqualify proposals that do not demonstrate this understanding and do not specifically address requirements and criteria as specified throughout.

Response Format

Your response should be provided in the same sequence of topics as below.

Cover Letter

Identify the RFP description. Identify your name and your company's name (if applicable), address, telephone number, fax number and email address. Identify the representative responsible for your proposal. The letter must confirm that you and your company (if applicable) are in compliance with the **Personal Information Protection and Electronic Documents Act**, S.C. 2000, c.5, and Regulations thereto, as amended. The letter must be dated and signed.

Table of Contents

List all topics and associated pages for easy reference.

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Company Profile & Services

If the Applicant is a company, provide an overview of your company and services offered. If the Applicant is a company, provide names of all owners, including silent partnerships, affiliated relationships and/or companies, governing boards, etc.

Conflict of Interest

Each Applicant must include in its proposal a confirmation that the Applicant, its employees, officers, directors, associates and/or approved subcontractors do not and will not have any conflict of interest (actual or potential) in submitting its Proposal or, if selected, in providing services under the agreement. Where applicable, the Applicant must declare in its proposal any situation that may be a conflict of interest in submitting its proposal or, if selected, with the contractual obligations of the Applicant as supplier under the agreement.

Privacy/Confidentiality

Provide company policies, practices and tools for protecting privacy, confidentiality and security of information.

Overview

The Applicant must provide a clear and concise description of the Applicant's understanding of the service, their role in the service, and an overview of how the Applicant will meet the service requirements.

Approach and Methodology

The proposal shall include a detailed description of the approach and methodology which will be utilized in the provision of services as set out in **Section 1.5 Scope of Work** herein.

Resources and Organizational Background

- How many professionals are devoted exclusively to the delivery of Canadian Custody Services? What approach to account administration is used (i.e., account teams, account administrator with supporting groups)?
- Describe your Master/Global Custody Service capabilities that set you apart from your competition.
- What are your total assets held in custody? How many Canadian based clients did your firm service as of December 2025? Please list number and asset size.

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| | Number of Canadian Based Clients | Total AUM (in Canadian dollars) |
|------------------------------------|---|--|
| Less than \$1 Billion AUM | | |
| Between \$1-5 Billion AUM | | |
| Greater than \$5 Billion AUM | | |

- Identify and describe any litigation and/or investigation by a regulatory authority of your firm, its officers, or its principals within the last three years relative to your Master/Global Custody Services. What was the final outcome of each such investigation or litigation?

Client Service

- How do you monitor legislative and/or regulatory changes affecting Custody administration? How are these changes communicated to clients?
- Do you establish Service Level Agreements with your clients that specify performance standards? Please provide a working example from a current Canadian workers' compensation board client, or if no workers' compensation board then a comparable insurance client.
 - Describe your response time to client inquiries, issues and what dispute resolution process is in place.
 - What training or level of service and support is provided to the client regarding on-line systems and reporting?

Global Custody & Reporting

- Please provide a listing, and samples, if applicable, of standard and customized reporting capabilities and options.
- Do your online systems have look through or drill down capabilities? Please describe.

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- Describe the information available, i.e., pending trades, accounting information, asset lists by account including market value, transaction history, summary of account market values for the portfolio, and securities on loan.
- How soon after accounting periods are fully audited monthly and quarterly reports available? Do you provide a consolidated report in addition to individual investment manager reports? How soon after year-end is annual reporting available?
- Describe the level of audit support provided during clients' financial reporting periods.
- Describe your ability to provide customized data feeds to WorkplaceNL in support of their investment, internal accounting, and audit needs.
- Describe how you provide holdings information for commingled funds on a monthly basis.
- Provide details of accounting, trade and reporting cut offs or requirements.
- Describe how you monitor the securities laws and regulations of foreign countries to ensure compliance with local trading and settlement practices.

Valuation

- What is the source of your pricing data for stocks, bonds, convertibles, options and other derivatives, including how frequently prices are updated?
- How are valuation differences resolved between the manager and the Custodian?
- Describe your pricing practices for securities not covered by a pricing service.
- Describe your pricing practices for illiquid securities.
- Can the client specify alternative pricing sources?

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- What procedures do you have to detect and address unusual or significant pricing changes from the previous pricing period?

Compliance Monitoring

- Do you offer an application which allows clients to monitor the trading activities of their investment managers and adherence to investment guidelines? Please briefly describe.
- Do you offer compliance monitoring as a service for regulatory and client-specific guidelines? How frequently is the testing performed? Are results available online for client review?
- What services do you offer to support analyzing investment risk?

Systems, Technology & Security

- Provide a description of data processing, computer systems and security controls. Indicate when installed, purchased or developed and, if any, system developments and upgrades being considered (when).
- Describe how your organization interacts with investment managers. How do you monitor investment manager satisfaction? Do you provide investment managers with a remote inquiry service? If so, what information or reports are available to them online? Describe how your organization works with transition managers.
- Describe your custody systems architecture. How long has this system been in place? Is global custody and accounting data fully integrated within the same system?
- Please indicate if your system was down or encountered any issues in the past three (3) years. What disaster

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recovery plan, or business continuity plan do you have in place? Describe key features of the plan. Where is your back-up system located and what is the current tested turnaround time on disaster recovery?

Internal Controls and Risk Management

- Describe how your risk department is structured and its main objectives and any enterprise risk management programs, tools, or policies you have in place.
- Describe the various types of insurance coverage and indemnifications provided to protect clients of service(s) proposed, including:
 - i. Risk coverage
 - ii. Carriers
 - iii. Levels
 - iv. Limits/Deductibles

Audit and Quality Controls

- Provide a copy of your most recent Annual Report.
- Provide a copy of your most recent System and Organization Controls report including Independent Service Auditor's Report.
- Indicate whether you had an independent auditor qualified statement in the past five (5) years. If so, please provide details.
- Describe your practices to reconcile the Master account records with investment managers. What items are reconciled, how are the reconciliations performed, and what is the frequency?
- What steps are taken to ensure the accuracy of your reports? Are reports audited before they are sent to clients? If so, by whom?
- What methods do you use to ensure proper accounting and categorization of client-directed cash flows?

Value Added Services

Proxy Voting

- Provide details of your proxy voting program, both standard and premium services. What are your capabilities for accumulating the results of proxy voting by investment managers for reporting to clients?
- How do you provide for the prompt delivery of proxies and proxy statements to investment managers for their voting instructions?

Class Action

- Do you provide class action monitoring and processing services for clients?
- What reporting do you provide to clients to monitor pending actions and review what has been filed for their plans?
- How do you provide class action services for new clients, including research and filings for historic issues, 1-7 years old?

Cash Management

- Describe your cash management policies and procedures regarding the purchase and sale of securities and receipt of income.

Securities Lending

- Provide an overview of your securities lending operations, including the systems utilized.

Global Tax Documentation Completion

- Provide an overview of your global tax completion services operations, including the systems utilized.

Foreign Exchange

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- What foreign exchange services do you offer?

Corporate Actions

- Provide an overview of your corporate action capabilities (including a list of sources the bank uses for corporate action announcements).
- How do you notify investment managers of voluntary corporate actions, and receive their affirmation on how to process the actions?

Transition

- Please describe your approach to the transition process and any associated costs.
- Provide an estimated transition calendar, including actions required on the part of the Fund and the Custodian and the time frame to complete each task.
- What dedicated resources (personnel, equipment, training of personnel, consultants, etc.) and controls will you provide or recommend in the transition period to ensure that the transition is completed successfully in both a timely and accurate manner?
- What is the relationship between the transition team and the ongoing account administration staff?
- How do you handle transactions and claims which are in process during the transition period?
- Provide at least two client references for recent transition of similar size to WorkplaceNL's account.
- Do you provide storage capabilities for historical records from the previous custodian? Please describe.

Professional Staff Complement

Identify the person(s) designated as the account administrator, as well as supporting team members and back-ups, their roles and their qualifications. Outline work experience for each professional staff member involved in the provision of services and

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describe how they meet the mandatory criteria as outlined in Section 1 - Overview and Scope of Services above.

Professional Staff Resumes

Provide a resume of not more than three pages outlining education and work experience for each professional staff member to be involved in the provision of services.

Geographical Location

Indicate the city/town from which you propose to conduct the major activities of this work.

Quality Assurance

Describe your quality assurance program and how it influences your service delivery.

Previous Experience

Describe your organization's experience in global custody, global tax documentation completion and securities lending services. Please include the length of time in business and the length of time performing services of a similar size and scope.

References

Provide a list with a minimum of **three (3)** references with appropriate contact information who can provide evidence of previous experience providing similar services. References may be for contracts currently being performed or where work has been completed. References will be contacted as part of the review process. The list of references should exclude any potential references from WorkplaceNL.

Timelines, Schedules & Fees

WorkplaceNL requires the services be priced on a service by service basis. Applicants can include in their submission as many supporting schedules as required to outline the components of prices, estimates and assumptions used in deriving them. The Applicant should identify:

- Proposed start date and timelines;
- The H.S.T. amount should be identified as a separate budget item; and
- All fees must be quoted in Canadian dollars
- The Applicant must outline the fees for all services as outlined in Appendix "D", plus associated costs.

Provide a copy of your current proposed fee schedule and/or describe on what basis fees are calculated.

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Include any termination fees, if applicable, for ending contract early.

Indicate frequency with which you intend to submit invoices.

Do you offer a multi-year guarantee of current fee schedules?

Additional asset and transaction data for WorkplaceNL is available in Appendices "B" and "C" for reference. When completing the analysis, fees for all services should be quoted as follows:

Individual services of (1) Global Custody Services, (2) Securities Lending Services and (3) Global Tax Completion

| |
|--|
| SECTION 5 – EVALUATION PROCESS AND CRITERIA |
|--|

5.1 Evaluation

WorkplaceNL will review the proposals to determine which proposals comply with all of the mandatory proposal requirements and all mandatory criteria. WorkplaceNL, at its sole discretion, may factor in internal transaction costs as part of its evaluation process. If a proposal fails to satisfy all of the mandatory requirements and criteria, WorkplaceNL will issue the Applicant a rectification notice identifying the deficiencies and providing the Applicant an opportunity to rectify the deficiencies. If the Applicant fails to satisfy the mandatory requirements and criteria within the rectification period, its quote will be rejected. The rectification period will begin to run from the date and time that WorkplaceNL issues a rectification notice to the Applicant.

The proposals will be evaluated by a committee designated at the sole discretion of WorkplaceNL, who will use the criteria provided in this section to determine the successful Applicant(s).

WorkplaceNL, in its sole discretion, may assess the Applicant(s)' experience and/or ability to provide the services required and described in this RFP by checking the Applicant(s)' references. A contract will not be awarded to any Applicant whose references, in the opinion of WorkplaceNL, are found to be unsatisfactory. WorkplaceNL reserves the right to obtain references from sources other than those provided in the proposal. WorkplaceNL reserves the sole discretion to determine whether the Applicant and its professional staff have the appropriate qualifications.

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The intent is to enter into an agreement with the Applicant that achieves the highest overall score, or with more than one Applicant, that achieves the next highest scores, as determined by WorkplaceNL, while fulfilling the requirements outlined in this RFP, which in WorkplaceNL's sole discretion meets its needs and best interests.

5.2 Selection

The evaluation committee will evaluate all proposals against the mandatory criteria as stated in Section 1. Proposals that do not meet all mandatory criteria will be rejected on that basis.

The following criteria will be used to score proposals for both the short list and in the final selection:

| Criteria | % |
|---|-------------|
| Resources and Organizational Background | 25% |
| Custodial and Reporting, Client Service, Compliance Monitoring | 25% |
| Value Added (Cash Management, Securities Lending, Global tax documentation) | 5% |
| Transition | 5% |
| Systems, Technology & Security | 15% |
| Fees | 25% |
| Total | 100% |

In the event that the selected Proposal(s) results in a higher cost than the budget approved by WorkplaceNL's Board of Directors, any awards made pursuant to this RFP process are subject to approval of the Board of Directors. In addition to any other rights of cancellation contained herein, WorkplaceNL, in its sole discretion, reserves the right to cancel this RFP without award should the Board of Directors not approve the award.

5.3 Presentation of Proposals

Subsequent to evaluating the proposals, WorkplaceNL may, in its sole discretion, select Applicants to meet with WorkplaceNL evaluation team. This meeting may include both a presentation by the Applicant and/or a question and answer session in support of, and/or to clarify questions arising from the Applicant's proposal. A maximum preparation period of one week will be given to prepare for the presentation. Applicants will be responsible for all expenses incurred in preparing and delivering the presentation.

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5.4 Further Information and Clarification

The evaluation committee may request further information from the Applicant or third parties in order to verify, clarify, or supplement the information provided in the Applicant's response. The evaluation committee may revisit, re-evaluate, and rescore the Applicant's response or ranking on the basis of any such information.

5.5 Provincial Supplier Preference

As required by the Public Procurement Regulations, a ten percent (10%) reduction will be applied to the pricing submitted by provincial suppliers for the purpose of evaluating pricing. A "provincial supplier" is defined in the Public Procurement Regulations as a supplier of goods, services or public works that has a place of business in the province of Newfoundland and Labrador. A "place of business" is defined in the Public Procurement Regulations as an establishment where a supplier regularly conducts its activities on a permanent basis. WorkplaceNL may require an Applicant to provide information and/or documentation to confirm whether it is a provincial supplier, as defined above. In the event of a tie between a provincial and non-provincial supplier, the selected Applicant shall be the provincial supplier.

5.6 Notice of Proposal Results

WorkplaceNL will notify both the successful and unsuccessful Applicants in writing. Unsuccessful Applicants will be notified following the award to the successful Applicant(s).

If the selected Applicant(s) becomes unable or unwilling to complete the agreement, or becomes unable to provide the required services, WorkplaceNL may enter negotiations with one or more of the Applicants or with any other party in order to obtain the service.

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APPENDIX “A”

Electronic Proposal Submission Instructions

1. In order to be accepted, proposals must be submitted through WorkplaceNL’s posting for this opportunity on www.merx.com.
2. Applicants shall create a supplier account and be registered on www.merx.com. This will enable the Applicant to download the bid opportunity, receive addenda/addendum email notifications, download addenda/addendum, and submit their proposal electronically through the MERX website.
3. The timing of the proposal is based on when the proposal is **received** by the bidding system, **not** when the proposal is submitted by the Applicant, as transmission can be delayed by “Internet Traffic” for any number of reasons. WorkplaceNL recommends that Applicants allow for ample time to provide for uploaded proposals to be received prior to the RFP Closing Date. Proposals received after the RFP Closing Date will not be accepted.
4. It is the responsibility of the Applicant to ensure that the proposal is received on time. Once registered, MERX will send a confirmation email to the Applicant if the proposal was submitted successfully. If a confirmation has not been received by the Applicant, the proposal was not uploaded correctly and it is the responsibility of the Applicant to either reload the documents or to contact MERX to resolve any issues regarding their proposal.
5. Response materials should be prepared and submitted in accordance with the instructions in the bidding system, including any maximum upload file size. Documents should not be embedded within uploaded files, as the embedded files may not be accessible or evaluated.
6. To ensure receipt of the latest information and updates regarding this opportunity via email, the onus is on the Applicant to register with MERX, create a supplier account, and sign up for notices for this opportunity.
7. Clarifications and questions received for this opportunity electronically can be submitted via the opportunity listing on www.merx.com. Questions can be submitted, and confirmation will be received to the inquiry. Responses will be answered on an individual basis or collectively at the discretion of WorkplaceNL.

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APPENDIX “B”

Asset Mix and Market Value at December 31, 2025

| Asset Class | Policy Mix | Market Value (\$ million) |
|--|-------------------|----------------------------------|
| Canadian Fixed Income | 20% | 347.7 |
| Mortgages | 5% | 100.1 |
| Private Debt | 10% | 147.5 |
| Canadian Equity | 10% | 270.0 |
| All Country Equity | 35% | 774.2 |
| Global Direct Infrastructure | 10% | 164.9 |
| Global Listed Infrastructure | | |
| <small>*Global Infrastructure is 10% of the policy mix of which there is both direct and listed infrastructure</small> | | |
| Canadian Direct Real Estate | 7.5% | 121.0 |
| Global Direct Real Estate | 2.5% | 38.6 |
| | 100.0% | 1,964.0 |

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APPENDIX "C"

Transaction Summary 12 Months Ending December 31, 2025

| Manager | Total Transactions |
|-------------------|-------------------------------|
| Canadian Equities | 1,391 |
| Global Equities | 819 |
| Total | 2,210 |

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APPENDIX “D”

Applicants Fee Summary

| Custody Services | | | | | | |
|--|-------|-------|--------------|------------|-------|----------|
| Transactions | Units | Issue | Market Value | Unit Price | Total | Comments |
| Transactions | | | | | | |
| Book Based Non-Money Market | | | | | | |
| Bonds | | | | | | |
| Equities | | | | | | |
| Notes | | | | | | |
| Book Based Money Market | | | | | | |
| Book Based Pooled Funds | | | | | | |
| Custody | | | | | | |
| Book Based Securities | | | | | | |
| Bonds | | | | | | |
| Equities | | | | | | |
| Pooled Funds | | | | | | |
| Other | | | | | | |
| Income Processing | | | | | | |
| Dividends | | | | | | |
| Bond Interest | | | | | | |
| Other | | | | | | |
| Total for Custody Services | | | | | | |
| | | | | | | |
| Securities Lending Fees | | | | | | |
| Transactions | Units | Issue | Market Value | Unit Price | Total | Comments |
| Securities Lending Fees | | | | | | |
| Other Fees (Administrative) (Please Specify) | | | | | | |
| Transactions | Units | Issue | Market Value | Unit Price | Total | Comments |
| Other Fees (Administrative) (Please Specify) | | | | | | |
| Wire transfers (in and out funds) | | | | | | |
| Global Tax completion services | | | | | | |
| | | | | | | |
| | | | | | | |
| Total Fees for All Services | | | | | | |
| Transactions | Units | Issue | Market Value | Unit Price | Total | Comments |
| Total Fees for All Services | | | | | | |

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APPENDIX “E”

Terms and Conditions

The Terms and Conditions, in addition to other Terms and Conditions to be negotiated, shall apply to any agreement resulting from this RFP. The successful Applicant will be referred to as “Contractor” in any resulting agreement.

Confidentiality

- 1.0 For the purposes of this Article, references to Contractor shall include Contractor, its employees, officers, associates, and/or approved sub-contractors and employees, officers, and associates of approved sub-contractors.

- 2.0 For the purposes of this Agreement “Confidential Information” means any of the following which is acquired by Contractor in relation to its performing the Services under this Agreement:
 - (a) all communications and instructions from WorkplaceNL respecting the Services;
 - (b) all information acquired by Contractor respecting policy development, consideration and development, business decisions, internal deliberations, discussions and considerations and any other aspect of the decision-making process of WorkplaceNL;
 - (c) all oral, written, electronic, and machine-readable information and data and any accompanying supporting materials and documentation of a confidential or proprietary nature which relates to WorkplaceNL, including without limitation, materials, documents, reports, databases, information and data of whatever nature and kind concerning WorkplaceNL, workers or employers, disclosed directly or indirectly to Contractor during the performance of the Services or in any way related thereto;
 - (d) all personal information, as defined from time to time under the *Access to Information and Protection of Privacy Act, 2015*, SNL 2015 c. A-1.2, as amended and under the *Personal Health Information Act*, SNL 2008, c. P-7.01, as amended, which is, directly or indirectly, disclosed to or collected by Contractor during the performance of the Services or in any way related thereto;
 - (e) all information regarding WorkplaceNL that is of a confidential nature developed based upon Confidential Information including the work product of Contractor. However, Confidential Information shall not include any information which:
 - (i) at the time such information was provided to Contractor was or thereafter became part of the public domain through no act or omission of Contractor or its representatives; or
 - (ii) is information which Contractor can show possession of prior to the date of this Agreement and which was received or developed by Contractor free of obligations of confidentiality to WorkplaceNL; or
 - (iii) is Contractor IP.

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- 3.0 Contractor shall not directly or indirectly collect Confidential Information in the performance of the Services unless the collection is necessary in order to carry out the duties associated with this Agreement.
- 4.0 Contractor shall only use the Confidential Information acquired in the performance of the Services for the purposes specified in this Agreement, and shall not permit the use of the Confidential Information for any other purposes.
- 5.0 Contractor shall treat all Confidential Information acquired by Contractor in the performance of the Services as privileged and confidential and, except as may be required to perform the Services, shall not directly or indirectly disclose the same to any person or persons at any time without the express written approval of WorkplaceNL, unless required to do so by law. In the event that such disclosure is required by law, Contractor shall give WorkplaceNL prompt notice of the requirement upon becoming aware that such disclosure is required. Where circumstances did not permit Contractor to provide such notice prior to disclosure, Contractor shall provide such notice to WorkplaceNL immediately after the required disclosure. Contractor shall only disclose Confidential Information to persons other than its approved employees, officers, associates, and/or sub-contractors with the prior written consent of WorkplaceNL, and then only to those persons who need to know the information in order to carry out the duties associated with this Agreement and only after confirming that such persons agree to comply with the provisions of this Article by requiring such persons to execute the Declaration of Confidentiality/Conflict of Interest attached hereto as Schedule "X".
- 6.0 Contractor shall not directly or indirectly collect Confidential Information in the performance of the Services unless the collection is necessary in order to carry out the duties associated with this Agreement.
- 7.0 Contractor shall not directly or indirectly collect Confidential Information in the performance of the Services unless the collection is necessary in order to carry out the duties associated with this Agreement.
- 8.0 Contractor shall only use the Confidential Information acquired in the performance of the Services for the purposes specified in this Agreement, and shall not permit the use of the Confidential Information for any other purposes.
- 9.0 Contractor shall treat all Confidential Information acquired by Contractor in the performance of the Services as privileged and confidential and, except as may be required to perform the Services, shall not directly or indirectly disclose the same to any person or persons at any time without the express written approval of WorkplaceNL, unless required to do so by law. In the event that such disclosure is required by law, Contractor shall give WorkplaceNL prompt notice of the requirement upon becoming aware that such disclosure is required. Where circumstances did not permit Contractor to provide such notice prior to

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disclosure, Contractor shall provide such notice to WorkplaceNL immediately after the required disclosure. Contractor shall only disclose Confidential Information to persons other than its approved employees, officers, associates, and/or sub-contractors with the prior written consent of WorkplaceNL, and then only to those persons who need to know the information in order to carry out the duties associated with this Agreement and only after confirming that such persons agree to comply with the provisions of this Article by requiring such persons to execute the Declaration of Confidentiality/Conflict of Interest attached hereto as Schedule "X".

- 10.0 Upon request by WorkplaceNL, Contractor shall provide to WorkplaceNL and solely to WorkplaceNL all Confidential Information acquired during the performance of the Services, or shall, at the request of WorkplaceNL, destroy any and all copies and versions of the Confidential Information in the possession of Contractor and shall certify the destruction of same to WorkplaceNL. Notwithstanding the foregoing, Contractor shall be entitled to retain copies of Confidential Information to the extent required for defence purposes and/or as required by law and applicable professional standards.
- 11.0 Contractor shall comply with the applicable legislative requirements and professional standards relating to the treatment of Confidential Information by Contractor, its employees, officers, associates, and/or its approved sub-contractors.
- 12.0 Contractor shall have in place and follow the following systems, processes, protocols and policies which are designed to maintain the physical and electronic security of all Confidential Information:
 - (a) at a minimum, using the same level of physical and electronic security as Contractor employs to avoid disclosure or dissemination of Contractor's own confidential information, to prevent the disclosure of any of the Confidential Information to any third party, or to any of its employees, officers, associates, and/or approved sub-contractors, other than those who are required to have access to properly perform the Services under this Agreement;
 - (b) establish and maintain security policies, standards and safeguards designed to prevent unauthorized access, collection, use, disclosure or disposal of the Confidential Information;
 - (c) ensure Contractor complies with all policies, standards and safeguards established under this Article;
 - (d) provide appropriate access control methods for areas where Confidential Information is stored;
 - (e) provide appropriate access control methods for areas where Confidential Information is stored;
 - (f) ensure Contractor complies with all policies, standards and safeguards established under this Article;
 - (g) ensure Contractor complies with all policies, standards and safeguards established under this Article;

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- (h) ensure Contractor complies with all policies, standards and safeguards established under this Article;
- (i) provide appropriate access control methods for areas where Confidential Information is stored;
- (j) advise WorkplaceNL of any changes in its security systems, procedures, standards and practices that will adversely affect the level of security or other protections of the Confidential Information and seek WorkplaceNL's written consent prior to such changes; and
- (k) reporting to WorkplaceNL at least annually, but more often if required by WorkplaceNL, the status of its security measures and any further measures that may be taken to ensure confidentiality is maintained.

13.0 The Parties acknowledge that WorkplaceNL is a custodian as defined in the *Personal Health Information Act*, SNL 2008, c. P-7.01, as amended. Pursuant to section 14(2) of the said Act, a custodian's contractors shall comply with the provisions of the *Personal Health Information Act* and regulations. Accordingly, in performing the Services under this Agreement Contractor shall comply with the *Personal Health Information Act* and regulations, as amended from time to time and all of Contractor's policies and procedures in relation thereto. WorkplaceNL hereby acknowledges that prior to execution of this Agreement, Contractor provided WorkplaceNL with copies of its policies in relation to confidentiality, conflict of interest, and collection, storage, transfer, copying, modification, use and disposition of personal information. Contractor agrees to also provide to WorkplaceNL with copies of any material changes to the said policies within ten (10) days of such change.

14.0 Contractor shall:

- (a) notify WorkplaceNL promptly following it becoming known to Contractor of any unauthorized possession, use or knowledge, or attempt thereof, of Confidential Information in the possession of Contractor;
- (b) promptly furnish to WorkplaceNL full details of such unauthorized possession, use or knowledge, or attempt thereof, and assist WorkplaceNL in investigating or preventing the recurrence of any unauthorized possession, use or knowledge, or attempt thereof, of Confidential Information in the possession of Contractor;
- (c) use reasonable efforts to cooperate with WorkplaceNL in any litigation and investigation against third parties deemed necessary by WorkplaceNL;
- (d) promptly use all reasonable efforts to mitigate the damages related to the unauthorized use, possession, or knowledge and to prevent a recurrence of any such unauthorized possession, use or knowledge of the Confidential Information in the possession of Contractor; and

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- 15.0 The Parties acknowledge that WorkplaceNL is a custodian as defined in the *Personal Health Information Act*, SNL 2008, c. P-7.01, as amended. Pursuant to section 14(2) of the said Act, a custodian's contractors shall comply with the provisions of the *Personal Health Information Act* and regulations. Accordingly, in performing the Services under this Agreement Contractor shall comply with the *Personal Health Information Act* and regulations, as amended from time to time and all of Contractor's policies and procedures in relation thereto. WorkplaceNL hereby acknowledges that prior to execution of this Agreement, Contractor provided WorkplaceNL with copies of its policies in relation to confidentiality, conflict of interest, and collection, storage, transfer, copying, modification, use and disposition of personal information. Contractor agrees to also provide to WorkplaceNL with copies of any material changes to the said policies within ten (10) days of such change.
- 16.0 Contractor shall:
- (a) notify WorkplaceNL promptly following it becoming known to Contractor of any unauthorized possession, use or knowledge, or attempt thereof, of Confidential Information in the possession of Contractor;
 - (b) promptly furnish to WorkplaceNL full details of such unauthorized possession, use or knowledge, or attempt thereof, and assist WorkplaceNL in investigating or preventing the recurrence of any unauthorized possession, use or knowledge, or attempt thereof, of Confidential Information in the possession of Contractor;
 - (c) use reasonable efforts to cooperate with WorkplaceNL in any litigation and investigation against third parties deemed necessary by WorkplaceNL;
 - (d) promptly use all reasonable efforts to mitigate the damages related to the unauthorized use, possession, or knowledge and to prevent a recurrence of any such unauthorized possession, use or knowledge of the Confidential Information in the possession of Contractor; and
 - (e) refer to and follow the privacy breach protocol of the Government of Newfoundland and Labrador as it exists at the time of the breach and located on the website for the Access to Information and Protection of Privacy Office of the Department of Justice and Public Safety ([info-privacy-breach-protocol.pdf \(gov.nl.ca\)](http://info-privacy-breach-protocol.pdf(gov.nl.ca))).

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Insurance

- 17.0 Legal liability for all Services rests with the Contractor. The Contractor shall, at its own expense, procure and maintain in force throughout the Term of this Agreement the following policies of insurance with reputable insurers and in a form reasonably acceptable to WorkplaceNL:
- (a) comprehensive general liability insurance in an amount not less than five million dollars (\$5,000,000) per occurrence;
 - (b) workers' compensation insurance as required in any location for the employees performing the Services,
 - (c) professional liability (errors and omissions) insurance in an amount not less than five million dollars (\$5,000,000), and
 - (d) cyber risk insurance in an amount not less than five million dollars (\$5,000,000) which shall name WorkplaceNL as an additional insured.
- 18.0 Certificates of insurance shall be provided to WorkplaceNL prior to the provision of Services under the Agreement and within thirty (30) days of any insurance renewal. All insurance called for in this Agreement shall be endorsed to provide WorkplaceNL with thirty (30) days advance written notice of cancellation, failure to renew or material change (material defined as any change restricting or reducing required coverage). WorkplaceNL may, at any time, request certified true copies of the policies and they shall be provided within fourteen (14) working days of the request. All insurance called for in this Agreement shall be primary insurance and shall not require the pro rata sharing of any loss by WorkplaceNL or any insurer of WorkplaceNL.

GOOD STANDING AND SAFETY

- 19.0 Prior to commencing performance of this Agreement and during the term of this Agreement, the Contractor must be registered as an employer or have independent operator coverage under the *Act* and shall comply with the *Act* and the Regulations thereto, as amended from time to time. Prior to commencing performance of this Agreement, the Contractor must be in good standing with WorkplaceNL and remain in good standing for the term of this Agreement. The Contractor authorizes WorkplaceNL to obtain confirmation of the same. The Contractor shall ensure that any approved sub-contractor is an employer or independent operator under the *Act* and that it will comply with the *Act* and the Regulations thereto, as amended from time to time.

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- 20.0 The Contractor, its employees, officers, associates, and/or approved subcontractors shall comply with the *Occupational Health and Safety Act*, RSNL 1990, c. O-3, and the Regulations thereto, as amended from time to time.
- 21.0 The Contractor hereby warrants that it is and will continue during the term of this Agreement to be registered and authorized to carry on business in compliance with the laws of the Province of Newfoundland and Labrador.

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Schedule "X"

Declaration of Confidentiality/Conflict of Interest Form

DECLARATION OF CONFIDENTIALITY/CONFLICT OF INTEREST

As a Contractor to WorkplaceNL, _____, its employees, officers, directors, associates and/or approved sub-contractors (collectively, the "Company") will perform Services pursuant to the Agreement between the Contractor and WorkplaceNL. All information of or concerning WorkplaceNL, WorkplaceNL clients, or of third parties to whom WorkplaceNL owes a duty of confidence, that is received or obtained by the Company in the course of performing the Services, either directly or indirectly, is Confidential Information.

As a Contractor, I _____, (name), an officer or director of the Company, hereby swear (or affirm) on behalf of the Company:

1. I have read and understand the following documents and shall comply with all terms and conditions outlined therein:
 - WorkplaceNL Policy GP-01, Information Protection, Access and Disclosure;
 - WorkplaceNL Standard Terms and Conditions; and
 - WorkplaceNL Confidentiality Schedule (if attached to the Agreement).
2. I will comply with all professional standards and all obligations imposed under any applicable privacy laws, which may include the **Access to Information and Protection of Privacy Act, 2015**, SNL 2015, c. A-1.2, as amended ("**ATIPPA**"), the **Management of Information Act**, SNL 2005, c. M-1.01, as amended, the **Privacy Act**, RSNL 1990, c. P-22, as amended, and the **Personal Health Information Act**, SNL 2008, c. P-7.01, as amended ("**PHIA**").
3. I shall not collect, use, or retain, or disclose any Confidential Information whatsoever except to the extent necessary to perform Services, which shall be limited to the minimum amount of information necessary to accomplish the purpose. Further, I acknowledge and agree that these obligations continue indefinitely, beyond the completion of the Agreement.
4. When required, I shall return to WorkplaceNL any and all Confidential Information obtained in the course of performing Services. Upon termination of the Company's relationship with any employees, officers, directors, associates, and/or approved sub-contractors, or when required, I will ensure the return to the Company of any and all Confidential Information obtained in the course of performing Services. I will retain copies of Confidential Information only to the extent required by law and applicable professional standards.
5. I will immediately notify WorkplaceNL if the Company becomes aware of a breach or possible breach of confidentiality, whether the awareness of the breach is by an employee, officer, director, associate, and/or approved sub-contractor or any other party that the Company may engage to assist in any part of the performance of Services.
6. I will communicate WorkplaceNL's confidentiality and conflict of interest requirements to the Company's employees, officers, directors, associates, and/or approved sub-contractors and I will bind them to comply with those requirements and sign an oath which addresses the principles of confidentiality contained therein. I acknowledge and agree that the Company is fully and solely responsible for the actions of the Company and its employees, officers, directors, associates, and/or approved sub-contractors to ensure compliance with WorkplaceNL's confidentiality and conflict of interest requirements.
7. I will not permit any actual, possible or perceived conflict of interest between the interests of WorkplaceNL and/or its clients and the interests of the Company, and will immediately disclose any such conflict to WorkplaceNL in writing.
8. In particular, the Company is aware of its obligation:
 - to comply with the requirements of applicable legislation to protect the confidentiality of Confidential Information and the privacy of the individuals who are the subject of that information;
 - to protect the confidentiality of the information that is in the Company's custody or control and the privacy of any individual who is the subject of that information;
 - to provide for the secure storage, retention and disposal of Confidential Information to minimize the risk of unauthorized access to or disclosure of the Confidential Information.

SWORN/AFFIRMED at _____,
in the Province of _____, this
_____ day of _____, 20____, before me:

Commissioner of Oaths

Signature of Individual

Print Name