

Your member booklet



79-00364



All Full-time Employees

Group Retirement Savings Plan and Deferred Profit Sharing Plan for Marvell Semiconductor Canada Inc.

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Dear plan member,

To help you* achieve financial security during your retirement years, Marvell Semiconductor Canada Inc. has established a group registered retirement savings plan (RRSP) and deferred profit sharing plan (DPSP). We work closely with The Canada Life Assurance Company (Canada Life)**, a premier service provider for group retirement and savings plans. The more you understand about the plans, the more likely you'll be successful in saving for your retirement.

This member booklet outlines the benefits available to you and contains important information including:

- How much you and Marvell Semiconductor Canada Inc. contribute to your retirement savings
- What happens to your retirement savings when you retire
- What happens if you pass away before you retire
- Where you can find answers to your retirement and savings questions

We want to help you have a long and rewarding retirement after all of your years of hard work. So please make sure that you read this booklet, contact Canada Life with any questions you may have, and file it away for easy reference.

While every effort has been made to ensure the accuracy of this booklet, your rights and benefits as a member of the group RRSP and DPSP are governed by the terms of the official plan documents and the supporting contractual documentation, including the certificate attached to this booklet. This booklet contains the version of your RRSP certificate as of the date on the front page of the booklet. To review documents not included with this booklet or if you have questions related to the plan provisions, please contact your plan administrator or Canada Life.

Marvell Semiconductor Canada Inc., as your plan sponsor, provides these plans to you under the Capital Accumulation Plan guidelines and applicable legislation. These guidelines are a national standard for employer-sponsored savings plans. They help ensure your plans are properly established and maintained, and you're provided with ongoing education and information about your plans. For more information on your rights and responsibilities, please see the Additional information section of this booklet.

*Note that in this booklet "you" means a person entitled to benefits in accordance with the terms of the registered documents.

**Services for these plans are provided by Canada Life and the group annuity contracts for the deferred profit sharing plan and registered retirement savings plan are issued by Canada Life. Canada Life also acts as agent for the trustee, Investors Group Trust Co. Ltd. (IGTC).

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Your retirement plan

Welcome to Your retirement plan. This section will help you understand some basics about your retirement plans including eligibility, how contributions work and more.

Let's start by looking at the plan. Your plans are a group RRSP and DPSP. Here are a few details you should know about your plans:

- You choose how much you want to save for your retirement
- You can track how much money is in your accounts
- You must make contributions to your account at least monthly
- We contribute to your accounts to help you achieve your retirement goals
- The exact amount of your retirement income can only be determined when you retire

If you'd like more information on your plan rules or how your plans operate, contact your plan administrator. For any other information, contact Canada Life.

How to get information

You want to keep up to date with your retirement plan and know that you're on track to achieving your retirement goals. We, along with Canada Life, want to help you get that information quickly and easily.

Statements

Semi-annually, you'll receive a statement from Canada Life showing the activity of your account.

This statement includes information that can help you make informed decisions for retirement. Your statement will include Smart messages, customized information that speaks directly to you and is based on the dynamics of your account.

My Canada Life at Work™ — mycanadalifeatwork.com

Secure and easy to use, Canada Life designed their website, My Canada Life at Work, with your needs in mind. When you log on to My Canada Life at Work, you can:

- Find your account balance
- Determine your investment personality
- Learn about retirement planning
- Create your own personal retirement goal
- Print statements when you need them
- View and change the investment direction of future contributions and maturing investments
- Transfer between investment options
- Designate and/or change a plan beneficiary

My Canada Life at Work is also the place to find:

- Information on the investment options in the plan
- Rates of return on your investment options

Once you become a member, and you have provided your email address, Canada Life will send you an invitation by email to register for My Canada Life at Work. When you register, you'll be able to create an Access ID and password of your choice, which you can use to access your information online.

Canada Life — 1-800-724-3402

For information about your account, you can call Canada Life at 1-800-724-3402 to speak with a bilingual client service representative. Client service representatives are available weekdays between 8 a.m. and 8 p.m., ET. Call Canada Life to:

- Find your account balance
- Transfer between investment options
- Change the investment direction of future contributions
- Obtain current interest rates and net unit values
- Review one-year gross rates of return

Eligibility

You may join the group RRSP at any time.

As an employee who has materially and significantly contributed to our prosperity and profits, you may join the DPSP at any time. However, as required under the Income Tax Act, if you fall into any of the below categories, you may not join the DPSP if you are:

- a person related to Marvell Semiconductor Canada Inc.
- a person who is, or is related to, a specified shareholder of Marvell Semiconductor Canada Inc. or of a corporation related to Marvell Semiconductor Canada Inc.
- where Marvell Semiconductor Canada Inc. is a partnership, a person related to a member of the partnership; or
- where Marvell Semiconductor Canada Inc. is a trust, a person who is, or is related to, a beneficiary under the trust

Note: a specified shareholder is an individual who owns 10 per cent or more of the issued shares of any class of the capital stock of Marvell Semiconductor Canada Inc. or of any corporation related to Marvell Semiconductor Canada Inc., as that term is understood in the Income Tax Act.

How to join the group RRSP and DPSP

Joining the plan is easy.

To enrol online using mycanadalifeatwork.com, contact your plan administrator for directions how to sign in. After you've signed-in, enter your information to fill-in our group plan application form(s).

Due to government regulations, Canada Life can't accept contributions until they receive your RRSP application(s).

Once the DPSP application is approved, your enrolment information is automatically entered into the Canada Life system and the account is activated.

Contributions

How to contribute to your group RRSP

Your contributions will be directed to your group RRSP. You can make contributions by payroll deductions, online banking, pre-authorized contributions and/or by lump-sum. All of your regular contributions will be deducted from your pay.

Online banking and pre-authorized contributions

You can make contributions to the plan on a regular or lump-sum basis through the convenience of online banking or pre-authorized withdrawals from your bank account.

For instructions to set up or change contributions online:

- Sign on to mycanadalifeatwork.com
- Select Contributions
- Select Add new (for original set up of new contributions)
- Select either Online banking or Pre-authorized contributions
- Select Edit (to change contributions), and
- Complete the steps.

Personal cheques

You can also write a personal cheque payable to "The Canada Life Assurance Company" for the amount you wish to contribute and indicate your policy/plan number on the cheque. Then, complete the *Lump-sum contributions* form available on mycanadalifeatwork.com (Manage portfolio >Change your portfolio > Printable forms) or from your plan administrator and attach it to your cheque. Mail the cheque and form directly to Canada Life or send them through your plan administrator.

What you contribute

You must make regular contributions up to five per cent of your earnings (your basic salary including overtime and bonuses) to the plan through payroll deduction.

You may choose to increase your contributions to the plan and make contributions on a voluntary basis.

Contributing through payroll deduction is convenient and easy. The amount you direct to the plan will be withheld from your pay and then remitted, by us, on your behalf. This convenient method of making contributions allows us to reduce the amount of income tax deducted from your pay.

If you want to adjust your contribution amount, send your plan administrator a written request. You can also log on to mycanadalifeatwork.com (Contributions).

What Marvell Semiconductor Canada Inc. contributes

We don't contribute to the group RRSP.

Out of profits, we contribute to your DPSP account an amount that's equal to your regular contribution to the group RRSP, subject to a maximum of \$5,000 per year.

Transfers into the plans

Group RRSP

Certain types of payments may be transferred to your group RRSP. Refer to the CRA guide, *T4040-RRSPs and Other Registered Plans for Retirement* or visit their website at canada.ca for more details.

DPSP

You may transfer funds from another DPSP into this plan as permitted under the applicable legislation.

Tax information

Tax deductions

Your RRSP is registered with the CRA. This means the contributions you make are deductible from your taxable income and payment of tax is deferred as long as you don't exceed your RRSP deduction limit. The *Notice of Assessment* form you receive from the CRA after filing your previous year's income tax return will indicate your limit for the current year.

However, payment from the plan is generally considered taxable income (unless a tax-sheltered transfer is made). Any cash withdrawal is taxable in the year received and subject to withholding tax at the time of withdrawal.

Effect of our contributions on your RRSP deduction limit

We're required to report a pension adjustment (PA) on your T4 slip whenever we make contributions to the DPSP on your behalf. Your PA for the year will reduce your RRSP deduction limit for the following year.

Contact your plan administrator for more information or visit the CRA website at canada.ca.

Tax receipts

Tax receipts for contributions made to the Group Retirement Savings Plan will be issued twice a year and sent directly to your home address. Receipts are issued every:

- January (covers contributions made in March to December of the previous year)
- March (covers contributions made during the first 60 days of the current year)

A tax deduction for contributions made during the first 60 days of the current calendar year may be claimed on either your current or previous year's income tax return.

The CRA requires you to attach a copy of the appropriate receipt to your income tax return in order to support your claim for deductions. If you make contributions during the first 60 days of a calendar year and you don't claim them as a deduction on your tax return for the previous calendar year, you're still required to notify the CRA of these contributions.

The CRA includes instructions on how to report contributions, along with the appropriate forms, in the income tax package they send to you.

Excess contributions

In any taxation year, contributions that exceed your annual RRSP deduction limit won't be eligible for a tax deduction in that year.

As well, excess contributions may be subject to penalty tax until withdrawn from the plan if your cumulative excess contributions are above the limits set by the Income Tax Act. Contact your local taxation office for more information.

Investment options

These plans offer different types of investment options. Contributions may be invested in one or a combination of the following:

- A daily interest account
- A guaranteed investment
- A variable fund investment

Daily interest account

Contributions are invested in a guaranteed account where daily interest fluctuates on a regular basis. Contributions are credited with interest.

Guaranteed investment

Contributions are invested in a guaranteed investment where the interest rate is guaranteed. Contributions are credited with interest.

Variable fund investment

Contributions are invested in a variable fund investment where the rate of return isn't guaranteed. Contributions are credited with investment gains or losses.

Your options are listed in your Investment menu which can be found in the material provided by Canada Life, which includes the fund facts page for each of the investment options.

We or Canada Life may add or remove investment options at any time. Some investments are more suitable as a long-term investment and Canada Life's ability to quickly respond to your requests can be limited. As a result, there may be times where it is necessary to delay, suspend or restrict contributions, withdrawals or transfers for an investment option. You'll be notified if any of these events occurs.

You'll receive information about the investment returns in the statement mailed to you. You can also access descriptions of the investment options and investment return information by logging on to mycanadalifeatwork.com (Manage portfolio > Investments).

You decide where contributions to the plans are invested by selecting from the investment options available under the plans. You can change your investment options by logging on to mycanadalifeatwork.com (Manage your portfolio > Change your portfolio), calling Canada Life or completing the *Member investment instructions* form, which we can provide to you.

Contributions invested in a guaranteed investment will mature at the end of the month coinciding with, or following, the end of the investment term. For example, if contributions are invested into a one-year guaranteed investment on Jan. 15 of this year, it will mature on Jan. 31 of next year.

At the end of your guaranteed investment's term, it will be reinvested into another guaranteed investment for the same term. If you don't want it to be reinvested, you must inform Canada Life before the end of the term.

If contributions are invested in a guaranteed investment, the interest rate is guaranteed and compounded daily. However, if you withdraw money before the end of the term, a calculation may be done to determine the amount you'll receive and early withdrawal fees may be charged. See the member schedule of fees for more information.

If contributions are invested in a variable investment, neither the principal nor any investment gain is guaranteed.

If you'd like more information, call Canada Life or log on to mycanadalifeatwork.com.

Frequent trading

Frequent trading is an investment strategy that's detrimental to other members invested in the same variable fund investment options. Canada Life monitors this activity. If it's determined that excessive trading is occurring, a frequent trading fee may be charged (currently up to two per cent of the amount exchanged) or a transfer may not be allowed in accordance with administrative rules.

Default investment option

As a member of the plans, you're responsible for selecting the investment options for the contributions, reviewing them regularly and making changes you feel are needed.

If you don't make a decision, we've chosen the Continuum Target Date Funds as the default investment option. Due to the unique nature of the Target Date funds, your age and a retirement age of 65 is used to determine the appropriate Target Date fund to be applied as the default investment option. This may be suitable for medium- or long-term investing, but it may not be the right choice for you. The investment return on this fund isn't guaranteed, and with all similar investments, does involve some risk which may not suit your personal risk tolerance and investment goals.

Despite selecting this default fund, we don't recommend any particular investment option, nor do we suggest this default option is the right investment option for every plan member.

Canada Life provides a wide range of tools and information to help you make investment decisions. To find out what types of investments are best for you, complete the *Investment personality questionnaire* in the enrolment material you received or by logging on to mycanadalifeatwork.com.

You'll receive statements semi-annually. These will be an ongoing source of information on your account and they'll also show which investment option(s) your contributions are invested into. You can find information and make changes at any time by logging on to mycanadalifeatwork.com or by calling Canada Life.

Your retirement

Welcome to Your retirement. This section provides you with information about your options when you prepare to retire.

When you can retire under the plans

Retirement in this booklet refers to converting your retirement savings into retirement income.

RRSP

Subject to any withdrawal restrictions that may apply under "...you want to withdraw contributions while you're still employed?", you can retire from the plan at any age, as long as you retire no later than Dec. 31 of the calendar year of your 71st birthday or any other time or date required by applicable legislation.

DPSP

Your normal retirement date is the first day of the month that follows your 65th birthday. However, with our consent, you can retire earlier or later from the plan. You can also postpone your retirement until Dec. 31 in the calendar year you turn age 71 or any other time or date required by applicable legislation.

Your retirement income options at a glance

As you approach retirement, you have a number of retirement income options to consider. Remember, it's your choice – and not one that you should take lightly. What you do with your retirement savings and when you do it can have a dramatic impact on your financial situation.

While you can postpone your retirement, you must transfer your retirement savings from the plans into a retirement income option by Dec. 31 of the calendar year in which you turn 71 or any other time or date required by applicable legislation.

Locked-in funds

Locked-in funds, unlike money you contribute to your RRSP, must be used to fund a retirement income. If you transfer pension funds that are locked-in (cannot be received as a cash refund) under pension legislation into your group RRSP, they'll continue to be locked-in and will be administered according to the applicable legislation.

Receiving retirement income

Annuities

An annuity is a retirement income option where, in exchange for a sum of money, you're provided with a guaranteed income that's unaffected by market conditions for as long as you live.

Generally, when an annuity contract is purchased, no changes can be made during the purchaser's lifetime.

These payments are made up of interest and principal and may be determined by:

- The type of annuity you purchase
- Your age, and in some cases, your spouse's age
- The interest rates in effect when you purchase your annuity
- The length of time your annuity payments are guaranteed
- The amount of money you used to purchase your annuity

TYPES OF ANNUITIES

The chart below includes some popular annuities that are available to you and details of how these annuities work.

Type of annuity	How it works
Life annuity	This annuity provides you with an income for as long as you live. Convenient and practical, a life annuity ensures you'll never outlive your money.
Life annuity with guarantee	With this annuity, you receive a specified income for life and if you die before the guaranteed period ends, payments will continue to your beneficiary until the end of the guaranteed period.
Joint and last survivor annuity	This annuity is payable while either you or your spouse is living. Generally, after the annuitant (the person who purchased the annuity) dies, the survivor continues receiving the same or a reduced income.

Before purchasing an annuity, it's important to understand that you're making an irreversible commitment. If you'd like more information about annuities, call Canada Life.

Registered retirement income fund (RRIF)

Like an annuity, a RRIF can provide you with a regular retirement income. However, unlike an annuity, you make all the investment decisions concerning your RRIF. As a result, your RRIF is subject to market fluctuations and the investment choices you make can affect the amount of your retirement income.

Although a RRIF offers more flexibility than an annuity, there's an annual minimum payment that you must receive from your RRIF. You can choose your retirement income as long as it's over the minimum amount.

Not ready to select a retirement income option?

Options for your RRSP

If you're ready to retire but aren't ready to select a retirement income option, transferring your group RRSP account to one of the following may be an option for you:

- Another RRSP
- A registered pension plan (RPP)

Options for your DPSP

If you're ready to retire but aren't ready to select a retirement income option, transferring your group DPSP account to one of the following may be an option for you:

- An RRSP
- Another DPSP
- A registered pension plan (RPP)

Money that's placed in any of these plan types grows on a tax-deferred basis.

When or how you choose to convert any of these plan types depends on factors such as your:

- Age
- Termination of membership in the RRSP, DPSP or RPP (as applicable)
- Need for regular retirement income or for payment flexibility
- Concern about inflation
- Ability and interest in managing your own investments

You can decide when to convert any of these plan types to a retirement income option such as an annuity or RRIF. This must be done no later than Dec. 31 of the year in which you reach age 71 or any other time or date required by applicable legislation. If you do not make an election by the deadline, a registered retirement income fund will be provided on your behalf.

What happens if...

Welcome to What happens if. This section provides information on events or milestones that you may encounter as you save for your retirement, including other major life events.

In addition to this booklet, you'll receive an information package and forms outlining all of your options when any of the following events take place:

- Retirement
- Your employment terminates
- Termination of the plan

Vesting quick reference

In this section, you'll frequently read the terms "vesting" or "vested". These terms describe when you're entitled to the contributions made to your DPSP plan account.

Vesting – Vesting refers to the point when you're entitled to the value of the contributions that we made on your behalf. Vesting is determined by your plan provisions and/or legislation.

The value of contributions

In this section, the term “value of your contributions” refers to your contributions, plus interest and any gains or losses, and includes any fees and/or adjustments as indicated in your member schedule of fees. The term “value of contributions made on your behalf”, refers to the contributions made to your DPSP by us plus interest and gains or losses and includes fees and/or adjustments, as indicated in your member schedule of fees.

... your employment terminates?

Your group RRSP account?

Your group RRSP is yours to transfer to another plan or to withdraw.

Your group DPSP account?

The value of the contributions we made on your behalf is immediately vested.

Transfer options

Your group RRSP account

Instead of receiving the value of your contributions as a cash refund, you can choose to receive an annuity or transfer the value of your group RRSP to:

- Another RRSP
- A RRIF
- An RPP
- An insurance company to purchase an annuity

Regardless of the above, if you transferred locked-in funds under pension legislation into your group RRSP those funds must be used to provide a retirement income. You can't withdraw these locked-in funds as cash.

If you do not make an election regarding your RRSP account within the time period indicated in your certificate, the value of your account may be transferred to a registered retirement savings plan on your behalf.

Your group DPSP account

Instead of receiving the value of your vested contributions as a cash refund, you can choose to receive an annuity or transfer the value of your group DPSP account to:

- An RRSP
- A RRIF
- An RPP
- Another DPSP
- An insurance company to purchase an annuity

If you do not make an election regarding your DPSP account within the time period required under the Income Tax Act, the value of your account will be transferred to a registered retirement savings plan on your behalf.

If your employment terminates, contact your plan administrator for more information on your options.

Usually, any cash payment you receive from your plan (or any cash withdrawal you make from your plan) is taxable income. Any amount you withdraw from your account will be taxed in the year you received it and is subject to withholding tax (an amount deducted and remitted to the CRA on your behalf) when you make the withdrawal.

... you want to withdraw contributions while you're still employed?

Withdrawing from your RRSP account

Withdrawing contributions while you're employed is permitted at any time.

If you would like to withdraw online, log on to mycanadalifeatwork.com (Manage portfolio > Change your portfolio > Cash withdrawal). If you prefer, you may call Canada Life or complete the *Request for withdrawal* form to make the withdrawal.

Home Buyers' Plan and Lifelong Learning Plan withdrawals

You may make a withdrawal for the CRA's Home Buyers' Plan or Lifelong Learning Plan.

Online cash withdrawals are not permitted if you make a withdrawal for the CRA's Home Buyers' Plan or Lifelong Learning Plan.

Any withdrawn contributions may be subject to fees and/or adjustments in accordance with the provisions of your schedule of fees.

Withdrawing from your DPSP

Generally withdrawals from your account aren't permitted until you terminate employment, you die, retire, or until the plan terminates.

... you want to use your benefits as collateral?

You aren't allowed to use the value of your plans as collateral for a loan.

... you go through a marriage breakdown or relationship breakdown?

If you go through a marriage breakdown or a relationship breakdown, the benefits under your plans may be affected. Consult a lawyer about the laws concerning this situation and the options available.

... you die before retirement?

Your plan beneficiary will receive an information package outlining his/her options.

Your plan beneficiary

Your plan beneficiary is your designated beneficiary or estate.

Designating a beneficiary

You may designate one or more beneficiaries to receive all or part of the amount payable when you die.

To designate a beneficiary, complete a *Designation of revocable beneficiary/trustee appointment* form. You can get a copy of this form by calling Canada Life, contacting your plan administrator or logging on to mycanadalifeatwork.com (Manage portfolio > Change your portfolio > Printable forms). You can also designate or change your beneficiary directly on mycanadalifeatwork.com. Click on your initials in the top right of the screen and select Your Profile > Beneficiaries and add or change your beneficiary.

Designating a beneficiary will help ensure your benefits are paid as you wish, if you die before you start receiving retirement income.

If you designate a beneficiary, benefits are paid directly to your beneficiary which avoids the delays associated with processing an estate. Estate taxes (sometimes referred to as probate fees) are also avoided, although income tax may be payable on your death benefit.

Without a beneficiary, any benefits will be paid to your estate.

If you name your minor child or grandchild as your plan beneficiary for your RRSP and that person is financially dependent on you (as defined by CRA), the plan beneficiary can receive payment as an annuity certain. This annuity will provide payments until the child turns 18. Transfer options may also be available to a financially dependent child or grandchild to the extent permitted under the applicable legislation.

If your plan beneficiary is a minor

If your plan beneficiary is a minor, or a person who otherwise lacks legal capacity, you may also wish to name a trustee to receive the benefit on behalf of the plan beneficiary.

Before naming a minor as your plan beneficiary, we recommend you consider the implications of this decision by discussing it with a legal professional.

Your RRSP beneficiary

Your plan beneficiary is entitled to the total value of your account as a cash payment.

Your DPSP beneficiary

Your plan beneficiary is entitled to the value of your account.

For Quebec only, if a death benefit is payable, it will be paid within 30 days after receipt of all supporting documents considered satisfactory by Canada Life, unless a shorter period has been provided for under the policy.

If your spouse or common law partner is your plan beneficiary

Your group RRSP account

If your plan beneficiary is your spouse or common-law partner, instead of receiving a cash payment, funds may be:

- Transferred to your spouse's or common-law partner's RRSP
- Transferred to your spouse's or common-law partner's RRIF
- Used to purchase a life annuity

as permitted under the applicable legislation.

However, if you transferred locked-in pension funds (according to pension legislation) to the group RRSP, those funds may not be available as a cash payment and may continue to be locked-in and subject to the locking-in requirements of the applicable legislation.

Your group DPSP account

If your plan beneficiary is your spouse or common-law partner, instead of receiving a cash payment, vested funds may be transferred to:

- An RRSP
- A RRIF
- An RPP
- Another DPSP

as permitted under the applicable legislation.

... the plan terminates?

We expect to continue the plans indefinitely, however we reserve the right to amend or terminate the plans at any time.

If the group RRSP is terminated, you'll be entitled to the value of your contributions.

If the DPSP is terminated, you'll be entitled to the value of the contributions we made on your behalf.

Additional information & resources

Your rights and responsibilities

It's your responsibility to inform yourself about the plans and your rights under them, using tools provided both by us and by Canada Life. You also have the right to request a paper statement of your account, a copy of your application for membership, a copy of the group policy and any other documentation to which you are entitled to receive under the applicable legislation. Some of these rights are also available to your plan beneficiary or another claimant. You're also responsible for the investment decisions you make, including any investment decisions you allow others to make for you, regardless of any advice or recommendation that you may have been given by us or any of our service providers. The decisions you make will impact the amount of money accumulated for your retirement. To help you make those important decisions, you should consider obtaining investment advice from qualified individuals in addition to the information you may obtain from us.

Assuris coverage

Canada Life is a member of Assuris. Assuris is the not-for-profit organization that protects Canadian policyholders if their life insurance company fails.

Details about Assuris' protection are available at assuris.ca or by calling the Assuris Information Centre at 1-866-878-1225.

Legal actions

Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the *Insurance Act* (for actions or proceedings governed by the laws of Alberta and British Columbia), *The Insurance Act* (for actions or proceedings governed by the laws of Manitoba), the *Limitations Act, 2002* (for actions or proceedings governed by the laws of Ontario), or other applicable legislation. For those actions or proceedings governed by the laws of Quebec, the prescriptive period is set out in the *Quebec Civil Code*.

Administration and investment expenses

Administration expenses, investment expenses and other reasonable expenses related to the plan will be payable by you, unless we pay for all or part of these expenses. For detailed information on the fees payable by you, please refer to the member schedule of fees.

Process to make a complaint

If you have a concern regarding one of Canada Life's financial products or services, please let them know. You can call 1-800-724-3402 or, outside Canada and the United States, 519-432-5281.

You can also contact Canada Life on their website canadalife.com under Contact us > Report a problem > Customer complaints.

Contact information

When you want to...	My Canada Life at Work mycanadalifeatwork.com	Canada Life* 1-800-724-3402	Your plan administrator	Other sources of Information or related forms
Plan for your retirement savings	✓			
Enrol in the plans	✓		✓	
Transfer between investment options/change where assets are invested	✓	✓	✓	• <i>Member Investment Instructions</i> form
Review your account balance	✓	✓		
Create a statement	✓			
Receive investment education and information	✓	✓		
Request a withdrawal	✓	✓	✓	• <i>Request for Withdrawal</i> form • Request an online withdrawal
Change your address	✓	✓	✓	
Find a form to designate or change your beneficiary	✓		✓	• <i>Designation of revocable beneficiary/trustee appointment</i> form
Change the amount of your contributions	✓	✓	✓	
Learn more about other retirement planning topics	✓	✓		

*To speak with a client service representative, call Canada Life Monday to Friday between 8 a.m. and 8 p.m. ET.

Protecting your personal information

Our service provider, Canada Life recognizes and respects every individual's right to privacy. Canada Life wants to ensure that you understand your rights as a plan member and encourages you to read and understand the message below which explains how your personal information will be used.

A message concerning privacy from Canada Life

Services for these plans are provided by Canada Life and the group annuity contracts for the plans are issued by Canada Life. Canada Life also acts as agent for the trustee, Investors Group Trust Co. Ltd. (IGTC).

At Canada Life we recognize and respect the importance of privacy.

Your personal information:

- We establish a confidential file that contains your personal information like your name and contact and financial information.
- Your information is kept in our offices or the offices of an organization authorized by us.
- You may exercise your rights to view and correct information in the file by sending a written request to us.

Who has access to your information:

- We limit access to personal information in your file to our staff or persons authorized by us who require it to perform their duties, and to other persons to whom you have granted access.
- In order to assist in fulfilling the purposes identified below, we may use service providers located within or outside Canada.
- Your personal information may also be subject to disclosure to government authorities or others authorized under applicable law within or outside Canada.

What your information is used for:

Personal information that we collect will be used for the purposes of administering and servicing the products you have with us, and for our internal data management and analytics purposes.

This may include investigating claims, paying benefits, and creating and maintaining records concerning our relationship.

Your consent will be valid until we receive written notice that you have withdrawn it, subject to legal and contractual restrictions. For example, if you withdraw your consent, we may not be able to allow you to remain in the plan.

From information provided to you on your application form and/or this member booklet, you understand the reasons your personal information is required, and the purposes for which it will be used, and your consent is given explicitly on a member application form or implicitly by your participation.

If you want to know more:

For a copy of our Privacy Guidelines, or if you have questions about our personal information policies and practices (including with respect to service providers), write to our Chief Compliance Officer or refer to canadalife.com.

Glossary of terms

Applicable legislation

Applicable legislation refers to the Income Tax Act and regulations, and any other legislation governing the administration of the plan.

Common-law partner

Common-law partner means an individual with whom you cohabit in a conjugal relationship and:

- Has so cohabited with you for a continuous period of at least one year, or
- You and that individual are the natural or adoptive parent of a child

the individual is recognized as a Common-law partner under the Income Tax Act.

Earnings

Earnings mean your basic salary including overtime and bonuses.

Income Tax Act

Income Tax Act refers to the *Income Tax Act* (Canada) and regulations, as amended.

Locked-in

When the value of contributions is locked-in by pension legislation, you must use them to provide retirement income and the value of locked-in contributions can't be withdrawn as cash.

Spouse

A spouse is an individual who is married to you and is recognized as a spouse under the Income Tax Act.

Group Retirement Savings Plan - Member's Certificate
Policy/Plan No. See the no. on mycanadalifeatwork.com or your member statement/See the no. on the cover of your guide

In this certificate, "you" and "your" refer to the annuitant/member of the group retirement savings plan (the Plan), and "we," "us," and "our" refer to the issuer, The Canada Life Assurance Company. We can be contacted at 1-800-724-3402 or by visiting mycanadalifeatwork.com.

We will pay benefits in accordance with this certificate.

Section 1. Interpretation

In this Plan:

"Administrative Rules" means our rules and procedures relating to the operation of the Plan.

"Applicable Legislation" means the Income Tax Act and any other federal or provincial legislation affecting retirement savings plans or locked-in addenda.

"Common-law Partner" has the meaning given to it under the Income Tax Act.

"Contributions" means amounts paid to us on your behalf and, where permitted by the Plan Sponsor, includes direct transfers from other registered plans.

"Head Office" means our head office, or such other administration office servicing the Plan, as may be communicated to the Plan Sponsor.

"Income Tax Act" means the *Income Tax Act* (Canada) and regulations, as amended.

"Investment Option" means any of the guaranteed investments and variable investment funds available under the Plan.

"Investment Rules" means our rules and regulations relating to the management of an Investment Option.

"Locked-in Addendum" means the locked-in retirement account addendum or locked-in retirement savings plan addendum, as applicable, which forms part of the Plan.

"Maturity Date" of this certificate means December 31st of the calendar year in which you attain the maximum age for maturity provided under the Income Tax Act.

"Member" means the annuitant, as stated on the application for membership and as defined under the Income Tax Act.

"Plan Sponsor" means the employer, association or other organization sponsoring this Group Retirement Savings Plan, and as applicable, includes any other employers authorized to participate in the Plan.

"Spouse" means an individual who is recognized as a spouse under the Income Tax Act.

Section 2. Group Plan

This certificate describes your rights and benefits under the Plan.

Section 3. Plan sponsor as Agent

The Plan Sponsor is required to provide us with any information or instructions required by us to administer the Plan.

We are entitled to rely on any information or instructions provided to us by the Plan Sponsor respecting you or on behalf of you as if such information or instructions were provided to us directly by you. Upon joining this Plan, you appoint the Plan Sponsor as your agent for all purposes in connection with the provision of information or instructions to us respecting the Plan until such time as we receive notice that you are no longer a Member of the Plan.

Section 4. Investment Rules

We have established Investment Rules relating to the management of the guaranteed investments and variable investment funds available under the Plan. The operation of the Plan and your rights will be subject to the Investment Rules. We may amend the Investment Rules at any time and will provide the Plan Sponsor with prior notice of material changes wherever possible. From time to time changes to the Investment Rules may be imposed on us by fund managers and in those circumstances prior notice may not be possible.

Section 5. Contributions

Contributions to the Plan will be invested in a group annuity policy issued to the Plan Sponsor by us. We will establish an account for the Member and Contributions received on behalf of each Member will be allocated to the Member's account. All Contributions must be within the limits permitted under the Applicable Legislation.

In the event of an overpayment, on written request, we will refund to the contributor any amount as provided in paragraph 146(2)(c.1), or any successor provision, of the Income Tax Act. The amount refunded cannot be greater than the value of the funds held under this certificate.

Section 6. Investment Options

Contributions will be invested in one or more of the various Investment Options which we make available to the Plan from time to time, as directed by you and/or Plan Sponsor, as applicable, and will be allocated to your account. If no election has been made by you, new Contributions will be invested in the default Investment Option(s) selected for the Plan. Contributions invested in an Investment Option will be subject to the Investment Rules. We may amend the terms of any Investment Option or add or withdraw any Investment Option at any time. We will provide 60 days notice to the Plan Sponsor of any material change to an Investment Option.

a) Guaranteed Investments

Contributions may be invested in guaranteed investments of various durations at guaranteed interest rates. Investments in the guaranteed investments described in this certificate are guaranteed both as to principal and interest. Contributions invested in a guaranteed investment will earn interest in the manner and at the rate applicable to that investment in accordance with the Investment Rules. The interest rate on any such investment is compounded daily and guaranteed until the end of the month in which the selected interest guarantee period expires.

At the end of the interest guarantee period of any guaranteed investment, you and/or Plan Sponsor, as applicable, may select any new interest guarantee period we are then offering, so long as it does not extend beyond the Maturity Date of this certificate. Alternatively, you and/or Plan Sponsor, as applicable, may select any other Investment Option we are then offering. If no selection has been made, the Contributions and interest will be reinvested for the same term, at the guaranteed interest rate in effect at the time of reinvestment.

Subject to the terms of this certificate, you may withdraw amounts from any guaranteed investment before the end of the interest guarantee period. If Contributions are withdrawn from a guaranteed investment, the value withdrawn will be calculated in accordance with the Schedule of Fees applicable to the Plan.

b) Variable Investment Funds

Contributions may be invested in variable investment funds. These funds are segregated funds offered and administered by The Canada Life Assurance Company. Contributions invested in a variable investment fund are not guaranteed either as to earnings or as to principal. The value of your account in a variable investment fund will fluctuate with the financial experience of the fund.

The assets of a variable investment fund belong to us but they are available only for the benefit of unit holders of the fund. If you invest a Contribution in a variable investment fund you will acquire units in the fund equal to the value of your Contribution on the date the investment is made.

We determine the value of the units of a variable investment fund on each valuation date of that fund and investments into and withdrawals from a fund can only be made on a valuation date. Most funds offered by us are valued on a daily basis but we may value funds less frequently in accordance with the Investment Rules. The unit value of a fund on a valuation date is determined by dividing the value of the assets of the fund, less the investment management fee described below, by the number of units in the fund immediately before the valuation date.

An investment management fee is charged and includes a fee for managing the variable investment funds, a fee for providing other services under the Plan and may include an amount for administrative expenses and other services under the Plan in accordance with the Schedule of Fees applicable to the Plan. This fee may either be deducted from the value of the assets of the fund (as part of the calculation of the unit value of a fund), or with our consent, the Plan Sponsor may elect to pay this fee separately.

Section 7. Benefits - Income at Maturity

If you are living on the Maturity Date we will liquidate the value of funds held in your account and apply the value to provide a retirement income fund for you from us, as we in our sole discretion may select, and you appoint us as your agent for this and any related purpose. We will not be liable for any resulting loss. If you prefer, by notice to us, you may elect another form of retirement income that we are offering at that time and which is permitted for a retirement savings plan.

If an annuity is selected as your retirement income, we undertake to provide an annuity that provides for annuity payments in equal periodic amounts payable yearly or more frequently. The annuity will be issued in accordance with our rules and issue rates for annuities which are then applicable. You must provide us with satisfactory proof of the date of your birth and sex on or before the Maturity Date. If there has been any misstatement, we will make any adjustments we consider equitable.

Any annuity provided must comply with subsection 146(1), or any successor provision, of the Income Tax Act. Annuity benefits payable to your surviving Spouse or Common-law Partner following your death may not exceed the annuity payments which were being made to you before your death, except for increases due to indexing as permitted under subparagraphs 146(3)(b)(iii)(iv) and (v), or any successor provision, of the Income Tax Act. If the beneficiary under the annuity is not your Spouse or Common-law Partner at the date of your death, the present value, as determined by us, of any remaining payments will be paid in one sum and the annuity will be terminated.

If this certificate is governed by laws of the province of Quebec, the group annuity policy was established on or after March 1, 2006 and a single life annuity guaranteed for a period of 10 years is selected as your retirement income on the Maturity Date, the amount of the annuity payments will be determined by multiplying the value of your account (less any applicable fees and charges) by the greater of i) our then current annuity rate for a single life non-participating annuity with a guaranteed period of 10 years; and ii) \$3.47 for each \$1,000 of that value, if you are male, or \$3.23 for each \$1,000 if you are female. However, if an annuity or another settlement option is not selected by the Maturity Date, the value of your account will be used to purchase a retirement income fund for you. Payments under the retirement income fund will commence in accordance with the terms of the retirement income fund contract. The retirement income fund contract will mature on the date you attain 100 years of age but not later than the 28th day of that month (the RIF Maturity Date). If you attain age 100 after the 28th of the month, you will be deemed to have attained age 100 on the 28th of the month. An annuity will commence on the RIF Maturity Date; however, you may elect to commence annuity payments prior to the RIF Maturity Date on the then current terms and conditions. When annuity payments commence, they will be equal monthly amounts and will be payable to you for life and cease on your death. The amount of the annuity payments will be determined by multiplying the value of the funds held in the retirement income fund for the payment of your annuity (less any applicable fees and charges) one month before the date annuity payments are to commence by the greater of:

- i) our then current annuity rate for a single life non-participating annuity with no guarantee period; and
- ii) for each \$1,000 in the retirement income fund:

if you are male and you elect to commence annuity payments

- in the month next following the month you attain the age of 80 years, \$5.89;
- in the month next following the month you attain the age of 90 years, \$8.55; or
- if an election is not made the rate will be \$8.61 in the month next following the RIF Maturity Date when you attain age 100.

if you are female and you elect to commence annuity payments

- in the month next following the month you attain the age of 80 years, \$5.37;
- in the month next following the month you attain the age of 90 years, \$8.36; or
- if an election is not made the rate will be \$8.61 in the month next following the RIF Maturity Date when you attain age 100.

Section 8. Withdrawal of Funds

Subject to the terms of this certificate, on or before maturity, you may withdraw all or part of the value of your account by giving notice to us and may elect:

- i) to purchase any form of annuity that we are offering at that time and which is permitted for a retirement savings plan with payments commencing no later than the Maturity Date;
- ii) to transfer the funds directly to a retirement income fund, another retirement savings plan or a registered pension plan as permitted under the Income Tax Act; or
- iii) to receive payment in cash.

The value of your account will be reduced by the amount of any withdrawals.

All such elections will be completed in accordance with the Administrative Rules and the Investment Rules.

Notwithstanding the above provisions, the Plan Sponsor may impose restrictions on withdrawals and/or transfers to which you will be subject during the duration of your eligibility under the Plan as outlined in the Withdrawal Restrictions Endorsement.

Section 9. Termination of Plan or Membership

If the group annuity policy of this Plan is terminated or if you cease to be eligible to participate under the group annuity policy, no further Contributions may be made under this certificate. When we receive notice that such an event has occurred, the Plan Sponsor will cease to be your agent and we may, without accepting any obligation or responsibility to do so, withdraw (for Quebec, make a single annuity payment) or transfer the value of your account from the Plan. We may exercise this right at any time. You will be given 60 days from the date we receive notice of the occurrence of the event to provide us with withdrawal or transfer instructions. If you do not provide such instructions within the 60 day period and the Plan Sponsor does not permit you to remain in the Plan, you will be deemed to have instructed us to transfer the value of your account to another retirement savings plan as we deem appropriate, and appoint us to be your agent for this and any related purpose and we accept such appointment. In the alternative, if another retirement savings plan is deemed to not be appropriate, we will pay the proceeds to you in cash.

The beneficiary designated by you under this certificate will also serve as the beneficiary designation under any alternate retirement savings plan issued to you by us to replace this certificate upon the termination of the group annuity policy or your eligibility to participate under the group annuity policy, until and unless you change or revoke such beneficiary appointment.

We may, on our own or at the request of the Plan Sponsor, resign as issuer, and allow for the appointment of a successor issuer. The Plan Sponsor will advise us of the identity of the successor issuer within 60 days of such resignation, and upon the transfer of all Plan assets to the successor issuer, we will be discharged from any further liability under the Plan.

Section 10. Limitation of Liability

The provision of a life annuity, or another form of annuity settlement option, or a withdrawal or transfer of the value of your account, will constitute a full and final settlement of your rights or the rights of your beneficiary, as applicable, with respect to the Plan, as against the Plan Sponsor, any employers authorized to participate in the Plan, any agents of the Plan Sponsor, us and any of our agents.

Section 11. Legal Actions

Every action or proceeding against an insurer for the recovery of insurance money payable under the contract is absolutely barred unless commenced within the time set out in the *Insurance Act* (for actions or proceedings governed by the laws of Alberta and British Columbia), *The Insurance Act* (for actions or proceedings governed by the laws of Manitoba), the *Limitations Act, 2002* (for actions or proceedings governed by the laws of Ontario), or other applicable legislation. For those actions or proceedings governed by the laws of Quebec, the prescriptive period is set out in the *Quebec Civil Code*.

Section 12. Death of the Member

You may designate a person to receive all amounts payable to a beneficiary under this certificate. You may change or revoke a revocable beneficiary designation as permitted by law. If you die before the value of your account has been applied to provide an annuity or have been withdrawn or transferred, we will pay that value to the beneficiary in one sum in accordance with our then current practices. If you die and have named your Spouse or Common-law Partner as beneficiary, your Spouse or Common-law Partner may transfer the value of your account into another registered retirement savings plan, purchase an annuity, elect a lump sum payment, or transfer the funds to a registered retirement income fund in accordance with the Applicable Legislation.

Section 13. Registration under the Income Tax Act

We will apply to register the Member's plan as a registered retirement savings plan under the Income Tax Act and any similar provincial legislation. We have the right to amend, at any time and without notice, the terms of this certificate as we consider necessary so that the Plan will continue to qualify for registration.

Your rights are subject to the requirements of the Income Tax Act, any similar provincial legislation and, if locked-in funds are held under this certificate, to the requirements of the relevant provincial or federal pension legislation.

Except as specifically permitted under the Income Tax Act, no benefit, loan or indebtedness that is conditional in any way on the existence of the Plan or this certificate may be extended to you, the contributor or a person with whom you do not deal at arm's length. You may not engage in any transaction, investment, payment or transfer which is or may be an advantage, an RRSP strip or a swap transaction under Part XI.01 of the Income Tax Act. We will not make any payments under the Plan except those specifically permitted by the Plan or the Income Tax Act or required by law. We reserve the right to prohibit any transaction, investment, payment or transfer, whether an advantage, an RRSP strip or a swap transaction under the Income Tax Act, or such other payment or transfer which is or may be prohibited or penalized under the Income Tax Act.

Section 14. Locked-in Pension Funds

If locked-in pension funds are transferred to the Plan, such funds will be governed by the provisions of the Locked-in Addendum. To the extent of any inconsistency between the addendum and this certificate, the Locked-in Addendum will override the terms of this certificate.

Section 15. Taxes

All fees and charges payable to us are net of any applicable taxes and any such taxes will be payable or recoverable in the same manner as the fees and charges to which they relate.

Section 16. General Provisions

Any notice to us must be in writing or such other form as may be agreed upon between us and the Plan Sponsor. Such notice will be effective when received at our Head Office.

Any notice to a Plan Member will be in writing and will be effective on the date it is received. Notice to the Plan Sponsor will be considered notice to the Member.

We may amend the terms and conditions of the certificate issued to you upon 60 days' notice to the Plan Sponsor, unless otherwise specified. Continuation in the Plan after the effective date of such amendment will constitute acceptance of such amended terms.

If we agree to amend or waive any provision of this certificate the amendment or waiver is effective only if it is in writing and signed on our behalf by our authorized officer.

This certificate and your rights and benefits under this certificate are not assignable, except to the extent permitted under the Income Tax Act and any similar provincial legislation upon marriage breakdown.

You may request a paper statement of your account, a copy of your application for membership, a copy of the group policy and any other documents to which you are entitled to receive under the Applicable Legislation. Some of these rights are also available to your designated beneficiary or another claimant.

All payments to or by us will be in legal Canadian currency.

We may delegate some or all administrative functions to an agent. Notwithstanding any delegation to an agent, the ultimate responsibility for administering the Plan in accordance with the Plan's terms lies with us.

The Plan is subject to the Applicable Legislation. To the extent of any inconsistency between the Plan and the Applicable Legislation, the Applicable Legislation will override the terms of the Plan.



Paul A. Mahon
President and Chief Executive
Officer



Jeffrey F. Macoun
President and Chief Operating
Officer, Canada

Group Retirement Savings Plan - Member's Certificate

Withdrawal Restrictions Endorsement

As described in the Member's certificate, in the section titled Withdrawal of Funds, the Plan Sponsor:

- Does permit withdrawals of contributions from the Member's Plan with no restrictions (the rest of this endorsement is not applicable)

Does not permit withdrawals of:

- Any contributions made by the Plan Sponsor
- Any contributions, excluding contributions made by the Member that do not attract a contribution by the Plan Sponsor
- Any contributions

Notwithstanding the above, withdrawals are permitted for purposes of the Home Buyers' and Lifelong Learning Plans:

- Yes No

Requires their consent be given for withdrawals of:

- Any contributions made by the Plan Sponsor
- Any contributions made by the Member, excluding contributions that do not attract a contribution by the Plan Sponsor
- Any contributions

Imposes consequences in respect of withdrawals:

Contributions made by the Plan Sponsor will be suspended for a period of _____ if a Member withdraws:

- Any contributions made by the Plan Sponsor
- Any contributions made by the Member, excluding contributions that do not attract a contribution by the Plan Sponsor

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