

my plan

Workday Canada Retirement Savings Plan

Member Booklet

For all Quebec employees

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Introduction

Canada Workday ULC (the “Company”) has established a group plan with Sun Life Assurance Company of Canada (“Sun Life Financial”). This booklet contains a summary of the provisions of the plan.

We recommend that you review this booklet and the investment and savings guide provided to you. They contain important information on the principal advantages of membership in your group plan. Please file this booklet in a safe place for future reference.

If you have any questions please contact Sun Life Financial’s Client Care Centre at 1-866-896-6976.

What type of plan do I have?

Your group plan consists of the following types of plans:

- Defined contribution pension plan (DCPP)
- Group registered retirement savings plan (Group RRSP)

Information specific to each type of plan offered under your Company’s group plan is described in the next sections of this booklet.

What are my responsibilities?

As a member of a group plan you are responsible for:

- Making sure you understand how your plan works
- Taking advantage of the information and tools available to help you make investment decisions
- Making investment decisions
- Deciding whether you should obtain investment advice and selecting who you go to for this advice
- Checking how your investments are performing and revising your investment strategy if your personal circumstances change
- Determining how much you will contribute

It is important for you to take an active role in your plan, as your decisions (or lack thereof) will affect the amount of money accumulated for your future. The information in this booklet and in your investment and savings guide can assist you in making your decisions.

Group Retirement Services are provided by Sun Life Assurance Company of Canada, a member of the Sun Life Financial group of companies.

Your Defined Contribution Pension Plan

What is a defined contribution pension plan?

A **registered pension plan** is an arrangement sponsored by an employer to provide pensions to retired employees in the form of periodic payments. Tax deductions are applicable to employee contributions made to a pension plan. Contributions and investment earnings are tax-sheltered until the pension benefits are paid. A **defined contribution pension plan** is a registered pension plan where contribution amounts are pre-determined and the benefit received at retirement depends on the amount of contributions accumulated, their earnings, the type of pension benefit chosen, the age of the retiring plan member and the prevailing interest rates at the time of retirement.

Statement of purpose

Your Company has established the Workday Canada Pension Plan to provide retirement benefits to the members in recognition of their service as employees of the Company.

This section of your booklet describes the rules of your defined contribution pension plan (DCPP) which is registered under the Income Tax Act (Canada) and Ontario pension legislation. The DCPP was established with an effective date of March 1, 2017 and December 31 year end.

The DCPP is funded under Group Annuity Policy 99317-G issued by Sun Life Assurance Company of Canada.

Who is the pension plan administrator?

The administrator of your DCPP is the Company.

When can I join?

You are eligible to join immediately and may join at any time.

Membership is voluntary.

After joining you may suspend your membership at any time and stop making required contributions. Company contributions will also be suspended until you begin contributing again. Any benefits you have earned will remain in the DCPP until you terminate plan membership or employment with the Company.

How do I join?

To enrol, follow the process communicated to you by the Company.

Am I required to contribute?

You are required to make a basic contribution of an amount between 2% and 6% of your Earnings, as selected by you (in multiples of 1%).

You may change the rate of your required contributions at any time by contacting the Company.

How much is the Company required to contribute?

The Company will match 50% of your contribution, up to 3% of your Earnings, with a \$8,250.00 maximum per year.

Can I make voluntary contributions?

You may make voluntary contributions, by payroll deduction, in any amount you choose.

The Company does not match voluntary contributions.

You may start, change the amount, or stop making payroll deducted voluntary contributions at any time by contacting the Company.

In accordance with the Income Tax Act (Canada), the total of all contributions, including Company contributions, made to the DCPP in any year cannot exceed the lesser of 18% of your compensation from the Company and the money purchase limit, as defined under the Income Tax Act (Canada), for that calendar year. You and the Company are responsible to ensure that your voluntary contributions do not cause you to exceed the contribution limit.

If you make voluntary contributions these contributions must remain in the DCPP until you terminate employment.

Are my contributions tax deductible?

Your contributions are deductible for income tax purposes up to the maximum allowed by Applicable Legislation and will be reported on a tax form by the Company.

Do contributions to the DCPP affect my RRSP room?

Yes. The total amount of all contributions to the DCPP will be reported by the Company each year on your T4 slip. This amount is included in determining your 'Pension Adjustment'. The amount that you may contribute to your RRSP in a year is reduced by your Pension Adjustment for the previous calendar year. The federal tax authority will advise you of your RRSP contribution room on your Notice of Assessment.

Can I transfer-in money from other plans?

No. You may not transfer in funds from other plans.

When are contributions vested?

When Company contributions are "vested", it means that they belong to you.

Any contributions that you make are always fully vested.

Company contributions under the DCPP are vested immediately.

Are my benefits locked-in?

Under pension legislation, all required contributions and investment earnings become “locked-in” at a certain point and must be used to provide a retirement income payable to you for your entire lifetime. Locked-in contributions are generally not available in cash, however some exceptions may apply under Applicable Legislation.

Locking-in does not apply to your voluntary contributions. They may always be surrendered for a cash refund on termination of employment, retirement or death.

Locking-in occurs when Company contributions become vested.

What happens if I terminate employment?

If you terminate employment, contributions will stop and you will be entitled to receive a pension benefit using your vested account balances. Please also refer to the sections “**When can I retire and how is my pension determined?**” and “**What are my retirement income options?**” for information about your pension benefit.

Alternatively, you may elect one or more of the following options for your vested account balances:

- 1) a transfer to another registered pension plan, if that plan so permits, or
- 2) a transfer to an RRSP, or a prescribed retirement savings plan, in accordance with Applicable Legislation, or
- 3) a transfer to a RRIF, or a prescribed income arrangement, in accordance with Applicable Legislation, or
- 4) a life Annuity from Sun Life Assurance Company of Canada or another Canadian insurance company, subject to any restrictions under Applicable Legislation, or
- 5) a lump sum cash payment of any non-locked-in amounts, less withholding tax, if applicable.

Visit “**Leaving the Plan**” at www.mysunlife.ca or call 1-866-896-6976 for assistance, or to find out about the Group Choices Plan RRSP or RRIF for terminated members of group plans. The Group Choices Plans allow you to continue to enjoy the benefits of group plan membership.

When can I retire and how is my pension determined?

Your Normal Retirement Date is the first day of the month coincident with or immediately following your 65th birthday.

You may, however, elect to retire early and begin receiving your pension payments at any time after reaching age 55. Alternatively, you may postpone receiving your pension payments until the end of the calendar year of your 71st birthday, or such other date as may be required by Applicable Legislation. You must notify the Company no later than 30 days prior to the date you want to begin receiving pension payments.

When you retire, your vested account balances will be used to provide a pension payable for your lifetime. The amount of pension will depend on:

- your account balance,
- your age at the date your pension payments are scheduled to begin,
- the type of pension you choose, and
- the Annuity purchase rates in effect at that time.

Pension payments will be calculated using the greater of (a) Sun Life Assurance Company of Canada's current payout Annuity rate applicable at the time of calculation, and (b) a minimum guaranteed rate determined by reference to the mortality table and interest rate specified in the Group Annuity Policy.

If you remain in employment with the Company after your Normal Retirement Date, required contributions may, at your option, continue to be made until you have either terminated employment or active membership, as the case may be, or started receiving pension payments.

What are my retirement income options?

If you have a Spouse on the date your pension payments begin:

The type of pension payable to you will be a "joint and survivor" pension. This means that regular periodic payments continue until the death of both you and your Spouse. Under the joint and survivor pension, full regular periodic payments will be made until the later of (a) your death, or (b) if you have chosen a guarantee period, when that guaranteed period ends. At that later time, 60% of your pension payment amount will begin to be paid to the person who was your Spouse at the date your pension began, for as long as that person lives. If both you and your Spouse die before the guaranteed period ends, payments will continue to the beneficiary designated by the last survivor of you and your Spouse until the end of the guaranteed period or, failing such designation, to the estate of the last survivor of you and your Spouse.

You may request that the pension continuing to your Spouse be more than 60% (up to a maximum of 100%), but you must make your choice known before your pension payments begin. Any increase in the percentage continuing to your Spouse will result in lower initial pension payments to you.

Waiver of joint and survivor pension permitted

The joint and survivor pension can be waived if a statement acknowledging awareness of, and waiving, the joint and survivor pension is signed by your Spouse in the form and manner prescribed by Applicable Legislation. The statement must be filed with the Company before the pension payments are scheduled to begin. The waiver may be cancelled in accordance with the requirements of Applicable Legislation.

If you do not have a Spouse on the date your pension payments begin:

Regular periodic payments will be made until the later of (a) your death, or (b) the end of a guaranteed period of 10 years. If you die before the guarantee period ends, payments will continue to your designated beneficiary.

Optional forms of pension are available:

You can choose to have your pension payments guaranteed for periods of 5, 10 or 15 years. Alternatively, you can choose to have no guarantee period, which means that pension payments will stop on the later of when you die, or when your Spouse dies if you have a joint and survivor pension.

If you do not have a Spouse, or if you and your Spouse are living separate and apart on the date your pension payments begin, or the joint and survivor pension has been waived, you may elect to receive your pension in any other optional form that is available under the DCPP. All forms of pension must be payable for your lifetime.

Termination of Spouse's rights to the pension

If, while you are receiving pension payments, you become separated from bed and board, divorced, your marriage or civil union is annulled or dissolved, or your conjugal relationship ends, your Spouse's right to a pension entitlement is terminated unless you notify the Company in writing that you wish to have the pension paid to your Spouse.

If your Spouse's right to a pension entitlement is terminated, you may apply in writing to the Company to have your pension recalculated as at the effective date of the occurrence. The amount and the characteristics of the new pension, as at the date of the recalculation, will be that of the pension that

would have been payable to you had you not had a Spouse. The amount of the pension paid to you may not be reduced solely on the basis of the recalculation.

Temporary Pension

If you terminate employment you are entitled, upon reaching age 55 and upon commencing lifetime pension payments, to apply for an additional temporary pension payable up to age 65. The amount of the temporary pension is determined by you before payments begin, provided that the annual amount of the temporary pension does not exceed the lesser of:

- (a) the pension payment amount which can be provided by your account balances, and
- (b) 40% of the YMPE for the year in which payment of the temporary pension begins, less the amount of any other temporary benefit to which you or your Spouse are entitled under the DCPP.

The temporary pension is a term certain annuity. In the event of your death, if you have a Spouse the temporary pension payments will continue to your Spouse until the date the last temporary pension payment is scheduled to be made, provided that your Spouse has not waived the right to a joint and survivor pension or has revoked the waiver. Any payments remaining to be made after your death, if not payable to your Spouse, or after the death of your Spouse, will be paid to the beneficiary last designated by you or your Spouse, as the case may be. If no beneficiary survives you or your Spouse, the remaining payments will be made to your estate, or your Spouse's estate, as the case may be.

Early Benefit

If you have attained age 55 and your working time is reduced under an agreement with the Company, you may elect, in each calendar year covered by the agreement, to receive a maximum annual lump sum payment not exceeding the least of the following amounts:

- (a) 70% of the reduction in remuneration resulting from the reduction in your working hours during the calendar year; or
- (b) 40% of the YMPE or part of such amount which is proportional to the number of months in the year covered by the agreement; or
- (c) your account balances.

If you take an early benefit lump sum payment, your account balances which are not required to pay for the benefit will continue to be invested in the funds you have selected and must be used to provide you with a retirement income no later than the last day of the calendar year in which you attain age 71, or such other date as may be required by Applicable Legislation.

Other retirement options

Before your pension payments begin, in lieu of a pension you may choose one or more of the following options for your vested account balances:

- 1) transfer to another registered pension plan, if that other plan so permits, or
- 2) transfer to an RRSP or other retirement savings plan prescribed by Applicable Legislation, or
- 3) transfer to an income arrangement prescribed by Applicable Legislation, or
- 4) a life Annuity from Sun Life Assurance Company of Canada or another Canadian insurance company.

If you've made voluntary contributions under the DCPP, you may choose to receive those contributions in cash or as a transfer to an RRSP or RRIF. Your pension payments would, of course, be lower if those contributions were not used towards providing the pension.

Important:

Legislation requires that you choose a retirement income option no later than the last day of the calendar

year in which you turn age 71, or such other date as may be required by Applicable Legislation. If you do not choose an option by the end of that year, Sun Life Assurance Company of Canada will begin making pension payments to you. Subject to Applicable Legislation, pension payments will be made to you until your death or until 120 equal monthly payments have been made, whichever is later. Once the pension payments begin, the benefit will be non-commutable and will only be recalculated in order to comply with Applicable Legislation. Should the pension payments be less than Sun Life Assurance Company of Canada's minimum at the time of calculation, Sun Life Assurance Company of Canada reserves the right to pay the value of the pension to you in cash, subject to Applicable Legislation and any applicable withholding tax.

For further information about retirement options, call a Sun Life Financial retirement services specialist at 1-866-224-3906.

What happens if I die before I terminate or retire?

If you die before you remove your account balances from the DCPP or begin receiving pension payments, a death benefit equal to your vested account balances will be payable.

If you have a Spouse

The death benefit will be payable to your Spouse.

If you do not have a Spouse

The death benefit will be payable to your designated beneficiary, or to your estate, if you haven't designated a beneficiary.

Spousal waiver of death benefit permitted

Your Spouse may waive entitlement to the death benefit in the manner prescribed by Applicable Legislation. If your Spouse has waived entitlement to the death benefit, the death benefit will be paid to your designated beneficiary, or to your estate, if you haven't designated a beneficiary. The waiver may be cancelled in accordance with the requirements of Applicable Legislation.

Options for your Spouse

Your Spouse may elect one or more of the following options:

- 1) a life Annuity from Sun Life Assurance Company of Canada or another Canadian insurance company, or
- 2) a tax-sheltered transfer to an RRSP, or
- 3) a tax-sheltered transfer to a RRIF, or
- 4) a tax-sheltered transfer to a pension plan, if that plan permits, or
- 5) a lump sum cash payment, less withholding tax, if applicable.

If you die after reaching your Normal Retirement Date, unless your Spouse has waived the death benefit by providing the appropriate waiver to the Company, your Spouse may elect one or more of the following options:

- 1) a life Annuity from Sun Life Assurance Company of Canada or another Canadian insurance company, or
- 2) a tax-sheltered transfer to a locked-in retirement account, or
- 3) a tax-sheltered transfer to a life income fund, or
- 4) any other option permitted under Applicable Legislation.

Any death benefit payment made to a non-Spouse beneficiary will be subject to withholding tax at source and is tax reported to the recipient.

What happens if the DCPP terminates?

In the event that your DCPP is terminated, you will be notified and given a statement of your benefits. You will also be asked to select from a number of settlement options, which are similar to the options listed under “**What happens if I terminate employment?**”. As a general rule, no payments or transfers can be made out of the DCPP until the termination is approved by the applicable government authorities.

Can I borrow or assign my DCPP account balances?

Except as otherwise permitted by Applicable Legislation, the benefits provided under the DCPP may not be assigned, charged, alienated, anticipated or given as security and are exempt from execution, seizure or attachment.

What information will I receive?

At least once per year you will receive an account statement. In the event of termination of your active membership in the DCPP, such as due to termination of employment, retirement or termination of the DCPP, you will be provided with a statement of your benefits and all options available to you.

In the event of your death, a statement of benefits and options will be provided to the person(s) entitled to benefits under the DCPP, and to your legal representative, if required under Applicable Legislation.

You, and any other person or party entitled under Applicable Legislation, have the right to access certain information pertaining to the DCPP as prescribed under Applicable Legislation. The rules regarding frequency of access, the method or medium for providing the information, or location of examination of the information, if applicable, and any other requirements are set out in Applicable Legislation.

Will I receive any tax forms from Sun Life Financial?

If any benefits are paid to you in cash you will receive, for income tax purposes, a tax form reporting the amount withdrawn and tax withheld.

What additional information do I need to know?

Subject to any Applicable Legislation, the decision of the Company will be final and conclusive with respect to all questions relating to the operation, administration and interpretation of the DCPP.

Small amounts

If the total of your locked-in account balances at retirement or termination of employment is less than 20% of the YMPE in the calendar year in which you retire or terminate employment, the amount will be payable to you in cash less withholding tax, if applicable. Alternatively, you may transfer this amount to an RRSP or RRIF.

If you are age 65 or older, and the total amount of your locked-in benefits under all pension plans, life income funds, locked-in retirement accounts and locked-in RRSPs is less than 40% of the YMPE you can receive a cash refund of your benefits, less withholding tax, in the DCPP. Alternatively, you may transfer this amount to an RRSP or RRIF. To take advantage of this option you must make an application to the Company accompanied by a declaration in the form prescribed under Applicable Legislation.

Shortened life expectancy

You may be able to withdraw your vested, locked-in account balances from the DCPP if a qualified

physician provides a written statement that you have a mental or physical disability that is likely to considerably shorten your life expectancy. In order to receive the refund, the physician's statement must be submitted to the Company.

Non-residents

If you have terminated employment with the Company and you have not been residing in Canada for at least 2 years, you are entitled to a refund of your vested, locked-in account balances. In order to receive the refund, you must submit the supporting documents to the Company.

Contributions during leaves of absence

You may continue to make contributions to the DCPP for certain periods of parental or pregnancy leave, disability leave where the disability results from an injury sustained while at work or emergency leave. If you choose to contribute, the Company will also make contributions on your behalf. Contributions will be based on your level of earnings at the time your leave began.

Marriage or relationship breakdown

In the event of marriage or relationship breakdown, your account balances may, in accordance with the provisions of any Applicable Legislation, be divided. Detailed information will be made available to the parties as required and/or on request. Unless prohibited by Applicable Legislation, your benefits may also be subject to garnishment or attachment under maintenance enforcement law.

Your Group Registered Retirement Savings Plan

What is a group registered retirement savings plan?

A **registered retirement savings plan** (RRSP) is an arrangement between an individual and an issuer (eg. an insurance company or a trust company) under which contributions are made by individuals and a retirement income is payable at maturity. Contributions are tax deductible and investment earnings remain tax-sheltered while in the plan. Payments out of an RRSP are taxable income to the recipient. A **group RRSP** is a collection of individual RRSPs that are administered together under a group arrangement sponsored by an organization for a group of individuals.

Statement of purpose

Your Company has established a group registered retirement savings plan to assist members in reaching their goals for long-term financial security in retirement.

This section of your booklet describes the rules of your group registered retirement savings plan (Group RRSP). The Group RRSP issued by Sun Life Assurance Company of Canada is registered under the Income Tax Act (Canada).

The Group RRSP is funded under Group Annuity Policy 99318-G issued by Sun Life Assurance Company of Canada.

When can I join?

You are eligible to join immediately and may join at any time.

Membership is voluntary.

How do I join?

To enrol, follow the process communicated to you by the Company.

How much do I contribute?

Regular contributions are made by payroll deduction.

You set the contribution amount you wish to make, if any.

You may change your contributions at any time by contacting the Company.

You may also make a lump sum contribution at any time by sending a cheque to Sun Life Financial or online by visiting www.mysunlife.ca.

Are spousal RRSPs allowed?

Spousal RRSPs are not permitted.

Is there a maximum to how much may be contributed to the plan?

For any tax year, your contributions to all RRSPs, including the Group RRSP and any spousal RRSPs, are limited to the lesser of:

- (a) 18% of your previous year's earned income, as defined under the Income Tax Act (Canada), and
- (b) the RRSP dollar limit under the Income Tax Act (Canada) for the year the contributions are made,

reduced by the value of any benefits earned in the previous year under all registered pension plans or deferred profit sharing plans. The value of the benefits is referred to as the "pension adjustment" or "PA" and is reported on your T4 slip.

Each year, in your Notice of Assessment, the federal tax authority will advise you of the maximum RRSP contribution you may make for the year.

When calculating how much you can contribute to the Group RRSP, you must remember to consider contributions made to your other RRSPs or to spousal RRSPs. It is your responsibility to ensure that you do not contribute more than your maximum allowable RRSP contribution.

You are subject to a 1% monthly penalty tax on your unused contributions that exceed your RRSP deduction limit by more than \$2,000. You can withdraw the overcontribution amount using a form available from the federal tax authority website or at your local district tax office.

If, in any year, the contributions you made are less than your maximum allowable RRSP contribution limit for that year, the difference, known as "unused RRSP contribution room", can be carried forward for use in future years, subject to any limitations set out in the Income Tax Act (Canada).

Are contributions tax deductible?

All contributions made to the Group RRSP are tax deductible by you provided they do not exceed the maximum RRSP contribution limit under the Income Tax Act (Canada).

Can I transfer in money from other plans?

You may transfer in amounts that you've accumulated under other registered plans. Any locked-in pension amounts transferred into the Group RRSP will be administered in accordance with the rules of the Applicable Legislation.

Can I make withdrawals?

Withdrawals are permitted at any time.

Withholding tax will be deducted from any amounts withdrawn in cash.

Note: Withdrawals under the federal Home Buyers' Plan and/or Lifelong Learning Plan are permitted without penalty or restriction and withholding tax does not apply.

Withdrawals due to Financial Hardship and/or Marriage Breakdown are permitted without penalty or restriction.

If you've transferred in any locked-in pension amounts you are generally not allowed to receive those amounts in cash, however some exceptions may apply under Applicable Legislation.

What happens if I terminate employment or retire?

When you terminate employment or retire, contributions will stop and you may elect one or more of the following options:

- 1) a transfer to another RRSP, or
- 2) a transfer to a RRIF, or
- 3) a transfer to a registered pension plan, if that plan permits, or
- 4) a payout Annuity, payable for your lifetime or for a fixed term up to and including age 90, from Sun Life Assurance Company of Canada or another Canadian insurance company, or
- 5) a lump sum cash payment, less withholding tax.

Visit "**Leaving the Plan**" at www.mysunlife.ca or call 1-866-896-6976 for assistance or to find out about the Group Choices Plan RRSP or RRIF for terminated members of group plans. The Group Choices Plans allow you to continue to enjoy the benefits of group plan membership.

Important:

- If you have transferred in any locked-in pension amounts you are generally not allowed to receive those amounts in cash as they must be used to provide you with a lifetime retirement income. If your locked-in pension amounts are transferred out of the Group RRSP, the receiving plan must continue to administer the amounts in accordance with the locking-in rules of the Applicable Legislation.
- If you do not choose an option within 90 days after you terminate employment, Sun Life Financial will be entitled to either (a) for small balances, pay your account balances in one lump sum cash payment, less withholding tax, or (b) transfer the amount on a tax-sheltered basis to an individual RRSP established for you by Sun Life Financial under a group RRSP for terminated members. In the case of the transfer, the account balances in your Group RRSP will be transferred from the fund(s) in which they were invested into the same or similar fund(s)* under the new plan, provided that such fund(s) is/are also available under your new plan. Any amounts in your Group RRSP that cannot be matched to the same or similar fund(s) will be transferred as indicated by the transition package that you will receive upon termination of employment. Under your new plan you will still be able to make additional contributions, transfer amounts between a variety of funds, make withdrawals or transfer to another registered plan. **However, subject to Applicable Legislation, because this is a new plan, any amounts payable on your death will be paid to your estate, unless you designate a beneficiary. If, under the Group RRSP Policy, the beneficiary designation is irrevocable, that beneficiary will become the beneficiary under your new plan.** If spousal contributions are permitted under the Group RRSP, similar terms would apply to your Spouse's spousal RRSP.

* The fee of a fund may be different than the fee for the same fund in your Group RRSP.

What happens at age 71?

Legislation requires that you choose a retirement income option no later than the last day of the calendar year in which you turn age 71, or such other date as may be required by Applicable Legislation. If you do not choose an option by the end of that year, Sun Life Assurance Company of Canada will begin making Annuity payments to you. Annuity payments will be made to you until your death or until 120 equal monthly payments in all have been made, whichever is later. Once the Annuity payments begin, the benefit will be non-commutable. Should the Annuity payments be less than Sun Life Assurance Company of Canada's minimum at the time of calculation, Sun Life Assurance Company of Canada reserves the right to pay the value of the Annuity to you in cash, subject to any applicable withholding tax.

If you have transferred in any locked-in pension amounts settlement of those amounts must be made in a manner acceptable under Applicable Legislation.

What happens if I die before I terminate or retire?

Your beneficiary, or your estate, if you haven't designated a beneficiary, will receive the full value of your RRSP account balances in cash. No income tax will be deducted at source, however the account value as of the date of death is tax-reported to you and investment earnings will be tax-reported to a non-Spouse beneficiary depending on when the settlement payment is made.

Options for your Spouse

If your Spouse is entitled to the death benefit, your Spouse may elect one or more of the following options:

- 1) a payout Annuity payable for life or for a fixed term up to and including age 90 from Sun Life Assurance Company of Canada or another Canadian insurance company, or
- 2) a tax-sheltered transfer to an RRSP, or
- 3) a tax-sheltered transfer to a RRIF, or
- 4) a lump sum cash payment.

Note: If you have transferred in any locked-in pension amounts, those amounts may be required to be paid to your Spouse and settlement must be made in a manner acceptable under Applicable Legislation.

Can I borrow or assign my Group RRSP account balances?

Except as otherwise permitted by Applicable Legislation, the benefits provided under the Group RRSP may not be assigned, pledged, alienated or given as security for a loan.

Will I receive any tax forms from Sun Life Financial?

Each year, you will receive two RRSP tax receipts. One receipt will be for contributions made in the first 60 days of the calendar year. The second will be for contributions made in the last 305 days of the year. The receipt for the first 60 days allows you to claim a tax deduction for the contributions either in the year in which they were made or in the previous calendar year.

If any benefits are paid to you in cash you will receive, for income tax purposes, a tax form reporting the amount withdrawn and tax withheld.

Investment & Account Information

Who makes the investment decisions?

You make the investment decisions for all contributions to the plan.

The investment choices available to you are described in detail in your investment and savings guide. You can change your investment direction for future contributions, or transfer amounts between funds at any time, by accessing your account online at www.mysunlife.ca, by calling Sun Life Financial's Client Care Centre at 1-866-896-6976 or by completing a financial change form obtained from the Client Care Centre.

If you do not make an investment choice, or the total percentage does not equal 100%, the total/difference, as the case may be, will be invested in the Fidelity ClearPath® Institutional Segregated Fund, whose maturity date is closest to, but not exceeding, your 65th birthday. This default fund is subject to change in the future. Neither Sun Life Financial nor the Company makes any representation that the default fund is appropriate for any given member. It is your responsibility to reallocate any amounts invested in the default fund to your desired investment choice by contacting Sun Life Financial.

Which types of investment options are available?

The investments under your plan will consist of the following:

Segregated Funds

The market-based investment funds under your plan are known as segregated funds. Segregated funds are similar to mutual funds. Both types of funds pool assets from a large number of investors, and the assets are invested and controlled by a professional money manager. Contributions allocated to segregated funds are accumulated under a Group Annuity Policy issued by Sun Life Assurance Company of Canada. The assets within the segregated funds are owned by Sun Life Assurance Company of Canada.

The value of holdings in any segregated fund can fluctuate depending on market conditions and the degree of risk of the underlying investments that make up the fund. The contributions allocated to a segregated fund are measured in notional units. The value of each unit held in your account will fluctuate with the value of the investments held by the fund, therefore there is no guarantee that your original investment will be recovered at the time the units are redeemed. The value of any capital appreciation (or depreciation), interest or dividends is included in determining the value of the units held in your account.

Target Date Segregated Funds

Each target date fund has a specified maturity date and the asset mix of the fund generally becomes more conservative as the fund approaches the maturity date. You decide which fund to invest in by matching your investment time horizon with the maturity date of a fund. Like all other segregated funds available in your plan neither the value of the assets nor the rate of return is guaranteed.

Important:

The Group Annuity Policy and the segregated funds underlying it have not been registered with securities regulators and may not be offered or sold outside of Canada unless they are registered or otherwise exempt from registration under the securities laws of the country in which such funds are offered.

Warning regarding withdrawals:

If you elect to withdraw a specific dollar amount and you do not indicate the account or accounts from which this amount is to be taken, it will be withdrawn proportionately from each fund within each account. The exception is where an account contains money that is restricted from withdrawal by the terms of the

plan or Applicable Legislation.

How do I access account information?

Once you are enrolled you will receive a welcome letter from Sun Life Financial that includes your account number. You can access your account information at any time by:

- using Sun Life Financial's 24-hour Automated Telephone System for self-service at 1-866-896-6976 (toll-free)
- calling Sun Life Financial's Client Care Centre representatives toll-free at 1-866-896-6976 any business day from 8 A.M. to 8 P.M. ET. By calling the Client Care Centre, you can also arrange to speak with an investment specialist for information about your investments.
- visiting www.mysunlife.ca (Sun Life Financial's Plan Member Services website) – 24 hours a day

Note: To enter the website you will need your access identification number and password.

How do I make investment changes?

You can change your investment direction for future contributions and transfer money between funds at any time using the same services as you use to access your account information.

Warning regarding short term trading:

Frequent trading or “short term trading” is the practice whereby an investor makes multiple buying and selling transactions on a regular basis in an attempt to time market trends and boost returns to their account. Short term trading affects all investors in the fund and can lead to a negative impact on performance. For this reason, Sun Life Financial takes steps to protect plan members from the effects of short-term trading. You will be charged a 2% fee if you initiate an interfund transfer into a fund followed by an interfund transfer out of the same fund within 30 days. The fee will not be charged for transactions involving guaranteed funds or money market funds, and does not apply to deposits or withdrawals, only interfund transfers.

More information about Sun Life Financial's short term trading policy is available at www.mysunlife.ca.

What fees apply to the plan?

Administration, investment management and account service fees cover account management, various services offered by Sun Life Financial, and may, in certain cases, cover services including investment monitoring and governance activities provided by service providers of the Company. Fund operating expenses, federal and provincial taxes may also apply.

The costs associated with investment management and administration will be reflected in the value of your accounts. You or the Company will be responsible for the fees related to account services, depending upon the type of service requested.

If you have any questions about your plan's fees, contact Sun Life Financial's Client Care Centre at 1-866-896-6976. Your account statements also contain a section which clearly outlines the fees and charges you pay.

Once you enrol, you can access fee information at www.mysunlife.ca. You can either look for the '**Accounts**' drop-down menu where you'll find '**Account fees**' or view your online statement.

Note: If you are no longer employed by the Company, you may be responsible for all fees and charges

applicable to your accounts.

Undertaking to provide an Annuity

For contributions invested in segregated and guaranteed funds offered under a Group Annuity Policy Sun Life Assurance Company of Canada undertakes to provide you with an Annuity payable for your lifetime using the account balances which you are entitled to under the terms of the plan.

The Annuity payments will depend on:

- your account balance,
- your age at the date your Annuity payments are scheduled to begin,
- the type of Annuity you choose, and
- the Annuity purchase rates in effect at that time.

Annuity payments will be calculated using the greater of (a) Sun Life Assurance Company of Canada's current payout Annuity rate applicable at the time of calculation, and (b) a minimum guaranteed rate determined by reference to the mortality table and interest rate specified in the Group Annuity Policy.

Once the Annuity payments begin, the benefit will be non-commutable. Should the Annuity payments be less than Sun Life Assurance Company of Canada's minimum at the time of calculation, Sun Life Assurance Company of Canada reserves the right to pay the value of the Annuity to you in cash, subject to any Applicable Legislation or withholding tax.

General Information

Every effort has been made to ensure the accuracy of this booklet, however in the event of a conflict the provisions of the official plan document and the official Group Annuity Policy, or other investment contract will apply.

What statements and communications will I receive?

Semi-annual account statements will be available at www.mysunlife.ca. Copies of some of your previous statements will also be available on-line. In addition, you will receive a paper copy mailed to you no less frequently than once a year. If you have questions regarding the frequency of paper statements, or any details included on the statement, or to request to have these statements mailed to you, please contact Sun Life Financial's Client Care Centre at 1-866-896-6976.

Also available on the website to help you effectively manage your personal finances are semi-annual newsletters discussing topical financial issues, investment decision-making tools and details on your investment funds.

You may request additional plan information, such as investment fund holdings or transaction details, by contacting Sun Life Financial's Client Care Centre at 1-866-896-6976.

Any changes to the investment options available under your plan, such as a fund name change or the removal of a fund, will be communicated to you on your statement or by separate communication.

You may be entitled to examine certain documents pertaining to your plan. For more information contact the Company.

Can I designate a beneficiary?

Your beneficiary is the person you designate to receive the benefits from your plan's Group Annuity Policy when you die. If you haven't designated a beneficiary, or you would like to change your beneficiary, you can designate a new beneficiary by visiting www.mysunlife.ca or completing a "Change of records" form which you can obtain from Sun Life Financial.

Important:

- Although you can designate anyone as your beneficiary, Applicable Legislation may require that any locked-in pension amounts be paid to your Spouse.
- If you are a resident of Quebec and you named your married or civil union Spouse as beneficiary, the designation will be irrevocable unless you indicate that the designation is revocable. If you have an irrevocable beneficiary, you cannot designate a new beneficiary or perform certain transactions without the consent of your irrevocable beneficiary.

If your Spouse is your irrevocable beneficiary and it is his or her intention to waive benefits under the DCPP so that you can name another beneficiary, your Spouse must complete both (i) a spousal waiver form and (ii) an irrevocable beneficiary consent form.

- A minor cannot personally receive a death benefit under the plan until he/she reaches the age of majority. If you reside outside Quebec and are designating a minor as your beneficiary you may wish to designate someone to receive the death benefits during the time your beneficiary is a minor. A special form is available from Sun Life Financial to designate a trustee for your minor beneficiary's assets. If you reside outside Quebec and have not designated a trustee, current legislation may

require Sun Life to pay the death benefit to the court or to a guardian or public trustee. If you reside in Quebec, the death benefit will be paid to the parent(s)/legal guardian of the minor on his/her behalf. Alternatively, you may wish to designate the estate as beneficiary and provide a trustee with directions in your will. You are encouraged to consult a legal advisor.

The Company and Sun Life Financial encourage you to review your will and beneficiary designations from time to time to ensure that your intentions are carried out in the event of your death.

How do I update my personal information?

To update your address, beneficiary and other personal information, visit www.mysunlife.ca or contact Sun Life Financial's Client Care Centre at 1-866-896-6976.

Who has access to my personal information?

As the party responsible for the operation and administration of the plan, the Company requires some personal information about you in order to monitor the effectiveness of plan service providers and provide general member services. **By enrolling in the plan, you will have authorized the Company, its agents, and service providers such as Sun Life Financial, to access your personal information necessary for the purpose of plan administration.** If you need further information regarding these issues, please contact the Company.

Respecting your privacy

Respecting your privacy is a priority for the Sun Life Financial group of companies. We keep in confidence personal information about you and the products and services you have with us to provide you with investment, retirement and insurance products and services to help you meet your lifetime financial objectives. To meet these objectives, we collect, use and disclose your personal information for purposes that include: underwriting; administration; claims adjudication; protecting against fraud, errors or misrepresentations; meeting legal, regulatory or contractual requirements; and we may tell you about other related products and services that we believe meet your changing needs. The only people who have access to your personal information are our employees, distribution partners such as advisors, and third-party service providers, along with our reinsurers. We will also provide access to anyone else you authorize. Sometimes, unless we are otherwise prohibited, these people may be in countries outside Canada, so your personal information may be subject to the laws of those countries. You can ask for the information in our files about you and, if necessary, ask us in writing to correct it. To find out more about our privacy practices, visit www.sunlife.ca/privacy.

You have a choice

Sun Life Financial will occasionally inform you of other financial products and services that they believe meet your changing needs. If you do not wish to receive these offers, let Sun Life Financial know by calling 1-877-SUN-LIFE (1-877-786-5433).

Future of the plan

The Company has established this plan for your benefit but reserves the right to amend or terminate it at any time. The benefits you have earned will not be reduced. If Sun Life Financial is notified that your plan is terminating, you will be sent a settlement option package. You then select an option for the benefits you are entitled to under the plan and return the completed settlement option form to Sun Life Financial.

Please be aware that membership in the plan does not confer any legal right upon you for continuation of employment.

Limitation period for actions**If you reside in Ontario and were first provided a Sun Life plan summary or booklet on or after July 1, 2016:**

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 Limitations Act, 2002.

For all other members:

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 or such other Applicable Legislation of the province or territory where you reside.

Glossary of Terms

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| Annuity | An insurance policy that provides income payments at periodic (typically monthly) intervals, usually for a specified period or for the lifetime of the annuitant. Income payments may begin immediately upon retirement or may be postponed to a future date. |
| Applicable Legislation | <p>The Income Tax Act (Canada), any applicable provincial income tax legislation and any applicable provincial insurance or other legislation.</p> <p>For the purposes of the DCPP, Applicable Legislation also means the pension legislation under which the DCPP is registered, or which is otherwise applicable to the member, as the case may be.</p> |
| Earnings | Means, for the purposes of determining contributions, your base employment compensation, including recurring bonus and commissions. |
| Group Annuity Policy | A contract of life insurance issued by Sun Life Assurance Company of Canada to a policyholder to provide annuities at retirement to a group of people in a group pension or savings plan. |
| Normal Retirement Date | The usual date on which pension payments under the DCPP will begin. |
| RRIF | A registered retirement income fund (RRIF) is an arrangement between a carrier (eg. an insurance company or a trust company) and an individual under which payments are made to the individual of a minimum amount each year. The property under a RRIF is derived only as a result of a transfer of funds from another RRIF, an RRSP, a registered pension plan or a deferred profit sharing plan, and annual amounts must begin to be paid to the individual in the year after the RRIF is established. Property and earnings in a RRIF are tax-sheltered and amounts paid out of a RRIF are considered taxable income to the recipient. |
| RRSP | A registered retirement savings plan (RRSP) is an arrangement between an individual and an issuer (eg. an insurance company or a trust company) under which contributions are made by individuals and a retirement income commences at maturity. Contributions are tax deductible under the Income Tax Act (Canada). Investment earnings in the plan remain tax-sheltered and payments out of an RRSP are considered taxable income to the recipient. |
| Spouse | <p>For the purposes of the DCPP summary, means</p> <ul style="list-style-type: none">(a) a person to whom you are married and from whom you are not legally separated or a person with whom you are in a civil union, or(b) if you are not married or in a civil union, a person of the opposite or same sex with whom you are and have been living in a conjugal relationship<ul style="list-style-type: none">(i) for a period of not less than 3 years, or(ii) for a period of not less than 1 year if you have had or are about to have a child with that person, or if while living in a conjugal relationship, you have either together adopted a child, or one of you has adopted a child of the other. |

For the purposes of qualifying for tax-sheltered transfers or other special tax treatment under the Income Tax Act (Canada), Spouse means (a) a person who is married to you or (b) a person of the opposite or same sex who is and has been living with you in a conjugal relationship for a continuous period of at least 12 months, or is living with you in a conjugal relationship and is a natural or adoptive parent of your child.

YMPE

The Year's Maximum Pensionable Earnings under the Canada Pension Plan or the Maximum Pensionable Earnings under the Quebec Pension Plan.