

**St. Stanislaus – St. Casimirs Polish
Parishes Credit Union Limited**
Retirement Savings Plan
Terms and Conditions

The **St. Stanislaus – St. Casimirs Polish Parishes Credit Union Limited**, a credit union incorporated under the laws of Ontario having its Head Office in the City of Toronto in the Province of Ontario (hereafter referred to as the Depository) hereby declares that it accepts the office of Depository for the applicant (hereinafter referred to as the Annuitant) upon application for a **St. Stanislaus – St. Casimirs Polish Parishes Credit Union Retirement Savings Plan** (hereinafter referred to as the Plan) upon the following terms and conditions:

1. **PLAN:** This agreement together with the application as submitted shall constitute a **St. Stanislaus – St. Casimirs Polish Parishes Credit Union Limited Retirement Savings Plan**.
2. **CONTRIBUTIONS:** Contributions received by the Depository from the Annuitant and the income derived therefrom shall be held by the Depository in accordance with the provisions of this agreement and the provisions of Section 146 of the Income Tax Act (Canada), and amendments and regulations thereto, and such Provincial Acts, having jurisdiction.
3. **OVER-CONTRIBUTIONS:** The Depository shall, upon written application by the Annuitant or the Annuitants spouse refund to that contributor all or part of the amount established to be an excess amount for the year, as defined in clause 146 (2)(c.1) of the Income tax Act in respect of such application but not exceeding the amount contributed to or under the plan in the year.
4. **INVESTMENTS:** Each such contribution deposited with the Depository and the income derived therefrom will be held, invested and reinvested by the Depository without distinction as to the principal and income in balances standing to the credit of the Plan in the records of the **St. Stanislaus St. Casimirs Polish Parishes Credit Union Limited**.
5. **TRANSFERS:** Upon receipt of written authorization in the required format approved by Revenue Canada, we will transfer all or part of the Plan assets together with all information necessary, to an approved registered plan in accordance with subsection 146(16) of the Income Tax Act. The amount so transferred will not be included in computing the Annuitants Income. If the funds transferred into the plan originated from a pension plan, they are subject to applicable pension benefits legislation. In such cases, the Plan will be subject to additional terms and conditions as defined in a locked in agreement. This agreement shall form part of the terms and conditions of the plan effective from the time of transfer of the relevant amounts to the plan.
6. **RIGHT OF OFFSET:** The Depository has no right of offset as regards the property held under the plan in connection with any debt or obligation owing to the Depository and the property held under the plan cannot be pledged assigned or in any way alienated as security for a loan or for any purpose other than that of providing for the Annuitant commencing at maturity a retirement income.
7. **LIMITATION OF BENEFIT:** In accordance with 146(2)(c.4) of the Income Tax Act no advantage may be extended to the Annuitant or to a person with whom the Annuitant is not dealing at arms length, that is conditional in any way on the existence of the plan, other than an advantage permitted by the Income Tax Act.
8. **DESIGNATION OF BENEFICIARY:** A designation of beneficiary shall only be made, changed or revoked:
 - a) by a will or,
 - b) by a written instrument in a form acceptable to the Depository which identifies either generally or specifically the Plan of the Annuitant. Prior to any payment to any designated beneficiary there shall be lodged with the Depository, the instrument designating the beneficiary and a notarial copy of Certificate of Appointment of Estate Trustee.
9. **MATURITY OF PLAN:** The Depository will upon written direction from the Annuitant prior to the end of the year in which the Annuitant attains the age of sixty-nine (69) years realize the proceeds of the Plan and apply such proceeds to purchase a retirement income as defined in Section 146 of the Income Tax Act. The retirement income must meet the following conditions:
 - a) It must be paid in equal annual or more frequent periodic amounts over the term of the annuity;
 - b) It shall not be capable, either in whole or in part, of surrender, commutation or assignment during the applicants lifetime;
 - c) It must require commutation after the death of the last annuitant.In the event the Annuitant does not instruct the Depository to purchase such retirement income contract (90) ninety days prior to the end of the year in which the Annuitant attains the age of sixty-nine (69) years, the Plan proceeds will be transferred to a Registered Retirement Income Fund administered by the Depository by the end of the year. If the funds held in the Plan at the Plan Maturity are not sufficient to produce a retirement income of greater than \$250.00 per annum, the funds in the Plan will be paid to the Annuitant as a single lump sum by the end of that year.
10. **RETIREMENT INCOME:** A retirement income as defined by section 146 of the Income Tax Act would include any or a combination of a life annuity, a fixed term annuity, a registered retirement income fund, a life income fund or other retirement income option that may be provided for under subsection 146(1) of the Income Tax Act.
11. **DEATH OF ANNUITANT:** Upon receipt of proof of Death of the Annuitant prior to the purchase of the retirement income contract referred to in Clause 10 hereof and upon receipt of such estate documents succession duty releases and other waivers as the Depository may require the Depository shall release all investments held for the Annuitant thereunder to the legal representative of the deceased Annuitant or to a designated beneficiary of the Plan, if applicable.
12. **INCOME TAX RECEIPTS:** On or before the 31st day of March of each year, the Depository shall forward to the Annuitant or the Contributor a receipt or receipts, for all eligible contributions, for income tax filing.
13. **ANNUITANTS RESPONSIBILITIES:**
 - a) It is the Annuitants responsibility to ensure that the total deposits made to the Plan do not exceed the maximum amount deductible under the income Tax Act and nothing herein contained shall create or imply any obligation upon the Depository to determine or advise the Annuitant with respect to the maximum amount permitted to be deposited.
 - b) It is the Annuitants responsibility to ensure that the birthdate as recorded on the application is accurate.
 - c) It is the Annuitants responsibility, as set out in Clause 9 of these terms, to eventually select the type of retirement income to receive.
14. **CONDITIONS:**
 - a) Unless payment is required under paragraph 146 (2)(c.1) of the Income Tax Act, the Depository may at its discretion require up to 30 days prior written notice to effect any realization to the proceeds of the Plan.
 - b) The Annuitant cannot terminate prior to the maturity date, a plan where a term deposit investment option has been selected. Such plans automatically renew to the same term duration at the interest rate in effect at renewal, unless the Annuitant provides notice in writing 30 days prior to maturity.
 - c) From time to time, the Depository may charge the Annuitant or the Plan fees for its services and expenses. The Annuitant authorizes the Depository to deduct any fees directly from the Plan.
15. **AMMENDMENTS TO THE PLAN:** The Depository may from time to time amend the Plan provided that notice of such amendment is promptly given to the Annuitant and such amendments are not contrary to the provisions of the Income Tax Act and any amendment any regulation thereto, and if applicable the Provincial Acts having jurisdiction.
16. **MAILED NOTICES:** Any notice given to the Depository hereunder shall be sufficiently given if mailed postage prepaid addressed to the Depository at any of its offices in Canada and shall be deemed to have been received on the day such notice is received by the Depository. Any notice, statement or receipt given by the Depository to the Annuitant shall be sufficient given if mailed, postage prepaid, addressed to the Annuitant at the address set out in the application for the Plan unless the Annuitant has notified the Depository of a new address in which case notice shall be addressed to the Annuitant at the last address for such purposes so notified and shall be deemed to have been given on the date of mailing.
17. **DEPOSITARYS LIABILITY:** The Depository shall not be liable for loss or diminution of the Annuitants investment under the Plan, except due to its negligence, willful misconduct or lack of good faith.