

SUN LIFE ASSURANCE COMPANY OF CANADA

Executive Office:
One Sun Life Executive Park
Wellesley Hills, MA 02481

(800) 247-6875
www.sunlife.com/us

Sun Life Assurance Company of Canada certifies that it has issued and delivered a Group Insurance Policy to the Policyholder shown below.

Policy Number:	948706-002
Policy Effective Date:	January 1, 2022
Policyholder:	Ambarella Corp
Employer:	Ambarella Corp
Issue State:	California

The benefits paid under the Accelerated Death Benefit option may be taxable and may affect eligibility for public programs such as Medicaid. You should consult with an appropriate social services agency as well as your personal tax advisor prior to applying for such benefits.

FOR PERSONS AGE 65 AND OLDER: NOTICE OF RIGHT TO RETURN CERTIFICATE

PLEASE READ YOUR CERTIFICATE CAREFULLY. IF YOU ARE AGE 65 OR OLDER AND YOU ARE NOT SATISFIED, YOU MAY RETURN THIS CERTIFICATE TO YOUR EMPLOYER WITHIN 30 DAYS AFTER YOU RECEIVE IT. THE AMOUNT OF PREMIUM YOU HAVE PAID WILL BE REFUNDED, PROVIDED NO CLAIM HAS BEEN INCURRED DURING THIS PERIOD. YOUR CERTIFICATE WILL THEN BE VOID, AS THOUGH YOU HAD NEVER APPLIED FOR THE INSURANCE.

This Certificate contains the terms of the Group Insurance Policy that affect your insurance. This Certificate is part of the Group Insurance Policy.

This Certificate is governed by the laws of the Issue State shown above unless otherwise preempted by the federal Employee Retirement Income Security Act ("ERISA").

Signed at Wellesley Hills, Massachusetts



Dean A. Connor
President and Chief Executive Officer



Troy Krushel
Vice-President, Associate General Counsel and
Corporate Secretary

Group Term Voluntary Life Insurance Certificate
Non-Participating



NOTICE TO CERTIFICATEHOLDER

THIS NOTICE IS TO ADVISE YOU THAT SHOULD YOU HAVE ANY QUESTIONS OR COMPLAINTS REGARDING YOUR SUN LIFE GROUP INSURANCE PLAN, YOU MAY CONTACT THE FOLLOWING:

**SUN LIFE ASSURANCE COMPANY OF CANADA
ATTN: CUSTOMER RELATIONS
PO BOX 9106
WELLESLEY HILLS, MA 02481
(800) 247-6875**

ALSO AVAILABLE TO YOU IS

**THE CONSUMER SERVICES DIVISION OF THE CALIFORNIA INSURANCE DEPARTMENT
300 SOUTH SPRING STREET, SOUTH TOWER, 11TH FLOOR, LOS ANGELES, CALIFORNIA 90013**

**(800) 927-4357
www.insurance.ca.gov**

THE INSURANCE DEPARTMENT SHOULD BE CONTACTED ONLY AFTER DISCUSSIONS WITH THE INSURER HAVE FAILED TO PRODUCE A SATISFACTORY RESOLUTION TO THE PROBLEM

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1. BENEFIT HIGHLIGHTS

Eligible Classes:

Employee Voluntary Life Insurance

All Full-Time United States Employees working in the United States scheduled to work at least 25 hours per week.

Spouse Voluntary Life Insurance

All Full-Time United States Employees working in the United States scheduled to work at least 25 hours per week.

Dependent Children Voluntary Life Insurance

All Full-Time United States Employees working in the United States scheduled to work at least 25 hours per week.

Eligibility Waiting Period:

None

1. BENEFIT HIGHLIGHTS

EMPLOYEE VOLUNTARY LIFE INSURANCE

Amount of Insurance

You may elect an amount of Voluntary Life Insurance in \$10,000 increments.

The maximum amount you may elect is the lesser of:

- \$500,000; or
- 5 times your Basic Annual Earnings, rounded to the next lower \$10,000, if not already a multiple of \$10,000.

Guaranteed Issue Amount

If you were insured under the Prior Policy for Employee Voluntary Life Insurance on December 31, 2021, your Guaranteed Issue Amount is the amount of Employee Voluntary Life Insurance you had in force on December 31, 2021 or \$150,000, whichever is greater.

If you were hired on or after January 1, 2022, your Guaranteed Issue Amount is \$150,000.

Evidence of Insurability

You must submit Evidence of Insurability each time you do any of the following or any of the following occur:

- you enroll for Employee Voluntary Life Insurance as a Late Entrant in excess of \$10,000;
- you apply for an increase in your amount of Employee Voluntary Life Insurance in excess of \$10,000;
- your amount of Employee Voluntary Life Insurance is in excess of the Guaranteed Issue Amount; or
- any subsequent increase in excess of \$10,000 if, after the increase, your amount of Employee Voluntary Life Insurance is in excess of the Guaranteed Issue Amount.

Any amount of insurance that requires Evidence of Insurability will NOT go into effect unless it is approved by us in writing. To submit Evidence of Insurability, you must complete an Evidence of Insurability application and send it to us. Once we receive it, we will determine whether to approve the additional insurance.

Evidence of Insurability will not be required if you elect or elect to increase your amount of Employee Voluntary Life Insurance within 31 days following a Family Status Change, as long as the total amount of Employee Voluntary Life Insurance after the increase does not exceed the Guaranteed Issue Amount.

Age Reductions

Your amount of Employee Voluntary Life Insurance shown above reduces to 50% when you reach age 70.

Included in this Certificate for this Class

Accelerated Benefit – for you

Portability – for you and your Spouse and your Dependent Children

Waiver of Premium

Contributions

The cost of your Employee Voluntary Life Insurance is paid for entirely by you. This is your contributory insurance.

1. BENEFIT HIGHLIGHTS

SPOUSE VOLUNTARY LIFE INSURANCE

Amount of Insurance

You may elect an amount of Spouse Voluntary Life Insurance in \$5,000 increments.

The maximum amount you may elect is \$500,000.

Your amount of Spouse Voluntary Life Insurance cannot be more than 100% of your amount of Employee Voluntary Life Insurance.

Guaranteed Issue Amount

If you were insured under the Prior Policy for Spouse Voluntary Life Insurance on December 31, 2021, your Guaranteed Issue Amount is the amount of Spouse Voluntary Life Insurance you had in force on December 31, 2021.

If you were hired on or after January 1, 2022, your Guaranteed Issue Amount is \$25,000.

Evidence of Insurability

You must submit Evidence of Insurability for your Spouse each time you do any of the following or any of the following occur:

- you enroll for Spouse Voluntary Life Insurance as a Late Entrant in excess of \$5,000;
- you apply for an increase in your amount of Spouse Voluntary Life Insurance; or
- your amount of Spouse Voluntary Life Insurance is in excess of the Guaranteed Issue Amount.

Any amount of insurance requested for your Spouse that requires Evidence of Insurability will NOT go into effect unless it is approved by us in writing. To submit Evidence of Insurability, you must complete an Evidence of Insurability application for your Spouse and send it to us. Once we receive it, we will determine whether to approve the additional insurance.

Evidence of Insurability will not be required if you elect or elect to increase your amount of Spouse Voluntary Life Insurance within 31 days following a Family Status Change, as long as the total amount of Spouse Voluntary Life Insurance after the increase does not exceed the Guaranteed Issue Amount.

Age Reductions

Your amount of Spouse Voluntary Life Insurance shown above reduces to when you reach age .

Contributions

The cost of your Spouse Voluntary Life Insurance is paid for entirely by you. This is your contributory insurance.

1. BENEFIT HIGHLIGHTS

DEPENDENT CHILDREN VOLUNTARY LIFE INSURANCE

Amount of Insurance

Dependent Child

6 months of age or older

You may elect an amount of Dependent Children Voluntary Life Insurance in \$2,000 increments.

The maximum amount you may elect is \$10,000.

Under 6 months of age

\$1,000

Your amount of Dependent Children Voluntary Life Insurance cannot be more than 100% of your amount of Employee Voluntary Life Insurance.

Contributions

The cost of your Dependent Children Voluntary Life Insurance is paid for entirely by you. This is your contributory insurance.

2. DEFINITIONS

Actively at Work means that you perform all the regular duties of your job for a full work day at your Employer's normal place of business, a site approved by your Employer or a site where your Employer's business requires you to travel.

You are considered Actively at Work if you usually perform the regular duties of your job at your home as long as you can perform all the regular duties of your job for a full work day and could do so at your Employer's normal place of business.

You are considered Actively at Work on any day that is not your regular scheduled work day (e.g., you are on vacation or holiday) as long as you were Actively at Work on your immediately preceding scheduled work day, and you are neither Confined nor disabled due to an Injury or Sickness.

Beneficiary means the person, persons or entity other than the Employer entitled to receive death benefit proceeds as they become due under the Policy. A Beneficiary must be named by you in Writing in a manner acceptable to us, dated and Signed by you and on file with your Employer.

Confined or Confinement means confined to a Hospital or similar facility.

Contributory Insurance means insurance for which you pay all or part of the premium.

Dependent Child (Dependent Children) means your unmarried child from live birth to under age 26.

Dependent Child includes:

- your step-child;
- a foster child placed with you by a licensed agency; or
- your adopted child, including any child placed with you for adoption.

If an unmarried child is age 26 or older and is:

- incapable of self-sustaining employment because of an intellectual disability, developmental disability or physical handicap; and
- chiefly dependent on you for support;

that child will continue to be a Dependent Child under the Policy for as long as these conditions exist.

No person may be considered to be a Dependent Child of more than one Employee.

Dependent Child does not include:

- any person who is insured as an Employee;
- any person residing outside the United States or Canada. This exclusion does not apply to a Dependent Child who:
 - resides with you while you are on a temporary work assignment outside the United States; or
 - is a Full-time Student attending school outside of the United States.

Eligibility Waiting Period means the length of time you must be a member in an Eligible Class before you can apply for insurance. The Eligibility Waiting Period is shown in the Benefit Highlights.

Employee means a person who is employed by the Employer within the United States, who is a U.S. citizen or a U.S. resident, scheduled to work at least the minimum hours shown in the Benefit Highlights, and paid regular earnings, and has a legitimate federal tax identification number. Employee does not include a seasonal or temporary employee whose annual work schedule is less than 12 months during a calendar year.

If you are an Employee and you are working on a temporary assignment outside of the United States for 12 months or less, you will be deemed to be working within the United States. If you are an Employee and you are working on a temporary assignment outside of the United States for more than 12 months, you will not be considered an Employee under the Policy unless we agree in Writing.

Employer means the Employer named on the cover page of this Certificate and includes any subsidiary or affiliated company named in the application.

2. DEFINITIONS

Enrollment Period means the period of time each year not to exceed 30 days during which eligible Employees may elect, change or cancel insurance under the Policy. The Enrollment Period cannot exceed 30 days or occur more than once in any 12-month period, unless we agree in Writing.

Evidence of Insurability means proof that you or your Spouse are insurable, as determined by us, for the insurance you requested under this Certificate which requires such Evidence of Insurability. You must submit to us an Evidence of Insurability application that provides information concerning your or your Spouse's medical history. You and your Spouse must agree to submit to a paramedical or other physical examination or tests and/or provide copies of medical records upon our request. We will pay the cost of such examination or test.

Family Member means: (a) your spouse, civil union partner or domestic partner and (b) the following relatives of you or your spouse, civil union partner or domestic partner: (1) parent; (2) grandparent; (3) child; (4) grandchild; (5) brother or sister; (6) aunt or uncle; (7) first cousin; (8) nephew or niece. This includes adopted, in-law and step-relatives.

Family Status Change means one of the following events:

- your marriage or divorce;
- the birth of your child;
- the adoption of a child by you;
- the death of your spouse or child;
- the commencement or termination of employment of your spouse;
- the change from part-time to full-time employment by you or your spouse;
- the change from full-time to part-time employment by you or your spouse;
- the taking of an unpaid leave of absence by you or your spouse; or
- a significant change in your health coverage or your spouse's health coverage as a result of your spouse's employment.

Guaranteed Issue Amount means the maximum amount of insurance available to you and your Spouse under the Policy without having to provide Evidence of Insurability. The Guaranteed Issue Amount is shown in the Benefit Highlights.

Hospital means a facility licensed in the applicable jurisdiction that provides medical care and treatment to sick and injured persons on an inpatient basis with 24 hour nursing service by or under the supervision of a Physician.

Injury means bodily impairment.

Insured means any person covered under the Policy.

Late Entrant means you enroll for any insurance more than 31 days after you first become eligible to enroll in it.

Layoff means that you are temporarily not Actively at Work for a period of time your Employer agreed to in Writing. Your normal vacation time is not considered a temporary Layoff.

Leave of Absence means that you are temporarily not Actively at Work for a period of time your Employer agreed to in Writing. Your normal vacation time is not considered a temporary Leave of Absence.

Material and Substantial Duties means the essential tasks, functions, skills and responsibilities required by employers for the performance of your own occupation. Material and Substantial Duties means those job tasks that are required to do a particular job as performed in the general labor market and national economy and cannot be reasonably modified or omitted.

Physician means a person who is operating within the scope of his or her license and is either:

- licensed in the United States or Canada as a medical doctor and authorized to practice medicine and prescribe and administer drugs; or
- any other duly licensed medical practitioner who is deemed by applicable state or provincial law to have the same authority as a legally qualified medical doctor.

The Physician cannot be you, a business associate or any Family Member.

2. DEFINITIONS

Policy means the group insurance policy under which this Certificate is issued.

Policyholder means the entity to which the Policy is issued.

Proof means medical, occupational, financial, or other information that we require in connection with underwriting a request for insurance or making a claim determination.

Qualifying Event means a Sickness or physical condition that is certified by a Physician to reasonably be expected to result in your death within 12 months or less.

Retirement means the first of the following to occur:

- the effective date of your Retirement benefits under:
 - any plan of a federal, state, county, municipal, association retirement system or public retirement system for which you are eligible as a result of your employment with the Employer;
 - any Retirement plan the Employer sponsors; or
 - any Retirement plan to which the Employer:
 - makes contributions; or
 - has made contributions.
- the effective date of your Retirement benefits under the Social Security Act or any similar plan or act. However, if you meet the definition of Employee and are receiving Retirement benefits under the Social Security Act, Public Employees' Retirement System (PERS), State Teachers' Retirement System (STRS) or similar plan or act, you will not be considered retired.

Retirement benefits do not include:

- a 401(k) or 403(b) plan;
- a profit-sharing plan;
- a thrift plan;
- a non-qualified plan of deferred compensation;
- an Individual Retirement Account (IRA);
- a Tax Sheltered Annuity (TSA);
- an Employee Stock Ownership Plan (ESOP).

Sickness means disease or illness, mental illness, drug illness, abuse or addiction, and alcohol illness, abuse or addiction, or pregnancy.

Signed means any symbol or method executed or adopted by a person with the present intention to authenticate a record, and which is on or transmitted by paper, electronic or telephonic media, and which is consistent with applicable law.

Spouse means any person who:

- is a party to a marriage and under state, federal or provincial law is recognized as a spouse or civil union partner or a partner in a registered domestic partnership; or
- is a domestic partner as defined by the Policyholder if the definition is more favorable than the applicable law.

Spouse does not include:

- any person who is insured under the Policy as an Employee; or
- any person residing outside the United States or Canada. This exclusion does not apply to your Spouse who resides with you while you are on a temporary work assignment outside the United States.

Total Disability or Totally Disabled means because of your Injury or Sickness you are unable to perform with reasonable continuity all the Material and Substantial Duties of your own occupation. After 24 months, you will continue to be Totally Disabled if you are unable to engage with reasonable continuity in any other job in which you could reasonably be expected to perform satisfactorily in light of your age, education, training, experience, station in life, or physical and mental capacity.

We, Us, Our (we, us, our) means Sun Life Assurance Company of Canada.

2. DEFINITIONS

Written or Writing means a record which is on or transmitted by paper, electronic or telephonic media, and which is consistent with applicable law.

You, Your (you, your) means an Employee who is eligible for insurance under the Policy.

3. ELIGIBILITY, EFFECTIVE DATES AND TERMINATION OF EMPLOYEE INSURANCE

When are you eligible for Employee Voluntary Life Insurance?

You are initially eligible for insurance on the latest of:

- January 1, 2022;
- your first day of employment; or
- the date you first are Actively at Work in an Eligible Class.

When must you enroll for Employee Voluntary Life Insurance?

You must enroll within 31 days of the date you are initially eligible, otherwise you will be considered a Late Entrant.

If you decide later you want to enroll for Employee Voluntary Life Insurance, you will not be allowed to enroll until the next Enrollment Period unless you have a Family Status Change.

Evidence of Insurability will be required.

When does Employee Voluntary Life Insurance start?

If you are not a Late Entrant, your Employee Voluntary Life Insurance up to your applicable Guaranteed Issue Amount starts on the later of the date:

- you are eligible; or
- you enroll and agree to make any required contribution toward the cost of the insurance; and you are Actively at Work on that date.

If Evidence of Insurability is required for any amount of Employee Voluntary Life Insurance in excess of the Guaranteed Issue Amount or you enroll as a Late Entrant, that amount will not start until we approve it in writing, provided you are Actively at Work on that date.

If you are not Actively at Work, your Employee Voluntary Life Insurance will not start until you resume being Actively at Work.

When can you make changes in Employee Voluntary Life Insurance?

You may request a change in your Employee Voluntary Life Insurance benefit elections during any Enrollment Period after you are covered under the Policy and Actively at Work.

You may also request a change in Employee Voluntary Life Insurance at any time due to a Family Status Change. Such request must be made within 31 days of the date the Family Status Change occurred.

Evidence of Insurability may be required for any change in Employee Voluntary Life Insurance as specified in the Benefit Highlights.

When does a change in your Employee Voluntary Life Insurance start?

If you are Actively at Work, any increase in insurance or benefits (other than Family Status Changes) will start:

- on the January 1st following the date of change, when you apply for a different incremental amount; or
- on the date we approve any required Evidence of Insurability.

If Evidence of Insurability is required for any increase in your amount of Employee Voluntary Life Insurance, the increase in your insurance will not start until we approve the increase in writing, provided you are Actively at Work on that date.

If you are not Actively at Work, any increase in insurance or benefits will not start until you resume being Actively at Work.

Any reduction in insurance due to your age will start on the January 1st following the date of change, whether or not you are Actively at Work.

Whether or not you are Actively at Work, any other reduction in Employee Voluntary Life Insurance for reasons other than an age reduction or a Family Status Change will start on the January 1st following the date of change, when you reduce coverage.

3. ELIGIBILITY, EFFECTIVE DATES AND TERMINATION OF EMPLOYEE INSURANCE

If you are Actively at Work, any increase in Employee Voluntary Life Insurance or benefits due to a Family Status Change will start on the later of:

- the date you apply for such change in coverage, if you applied within 31 days of the Family Status Change;
- the date you agree to make any required contribution toward the cost of insurance;
- the date of the Family Status Change; or
- the date we approve any required Evidence of Insurability.

If Evidence of Insurability is required for any increase in your amount of Employee Voluntary Life Insurance, the increase in your insurance will not start until we approve the increase in writing, provided you are Actively at Work on that date.

If you are not Actively at Work, any increase in insurance will not start until you resume being Actively at Work.

Any reduction in insurance due to a Family Status Change will start on the date of the Family Status Change, whether or not you are Actively at Work.

When does Employee Voluntary Life Insurance end?

Your Employee Voluntary Life Insurance under the Policy will end upon the earliest of the following:

- the date the Policy terminates;
- the date you are no longer in an Eligible Class;
- the date your class is no longer included for Employee Voluntary Life Insurance;
- the last day for which any required premium has been paid for your Employee Voluntary Life Insurance;
- the last day you are Actively at Work, subject to the Insurance Continuation or Portability provision;
- the date you enter active duty in any armed service, subject to the Insurance Continuation provision;
- the date you retire; or
- the date you die.

If your Employee Voluntary Life Insurance has ended, can it be reinstated?

If your insurance ends for any reason other than you have voluntarily terminated it, then you may apply to reinstate your insurance within 12 months from the date it ended. To reinstate, you must apply within 31 days after you return to being Actively at Work in an Eligible Class. Reinstatement will be effective on the later of the date:

- you agree to make any required contribution toward the cost of your insurance; and
- you are Actively at Work.

Your reinstated insurance will be:

- the same insurance you had prior to the termination of your insurance; and
- subject to all the terms and provisions of the Policy.

Evidence of Insurability will be required if you apply for an increase in your amount of insurance in excess of your reinstated insurance.

Coverage will not be reinstated for any amount of insurance which you converted in accordance with the Conversion Privilege or continued under the Portability provision, unless you cancel such coverage.

4. ELIGIBILITY, EFFECTIVE DATES AND TERMINATION OF SPOUSE INSURANCE

When are you eligible for Spouse Voluntary Life Insurance?

If you are in an Eligible Class, you are initially eligible for Spouse Voluntary Life Insurance on the latest of:

- January 1, 2022;
- the date you are eligible for Employee Voluntary Life Insurance; or
- the date you acquire a Spouse.

When must you enroll for Spouse Voluntary Life Insurance?

You must enroll within 31 days of the date you are initially eligible for Spouse Voluntary Life Insurance, otherwise you will be considered a Late Entrant for Spouse Voluntary Life Insurance.

If you decide later you want to enroll for Spouse Voluntary Life Insurance, you will not be allowed to enroll until the next Enrollment Period unless you have a Family Status Change.

Evidence of Insurability for your Spouse will be required.

You may not enroll for Spouse Voluntary Life Insurance unless you are enrolled in Employee Voluntary Life Insurance.

When does Spouse Voluntary Life Insurance start?

If you are not a Late Entrant, your Spouse Voluntary Life Insurance up to your Spouse's applicable Guaranteed Issue Amount starts on the latest of the date:

- you are eligible for Spouse Voluntary Life Insurance;
- you are insured for Employee Voluntary Life Insurance;
- you enroll for Spouse Voluntary Life Insurance and you agree to make any required contribution toward the cost of insurance; and

you are Actively at Work on that date and your Spouse is not Confined on that date.

If Evidence of Insurability is required for any amount of Spouse Voluntary Life Insurance in excess of the Guaranteed Issue Amount or you enroll as a Late Entrant, that amount will not start until we approve it in writing, provided you are Actively at Work on that date and your Spouse is not Confined on that date.

If you are not Actively at Work, your Spouse Voluntary Life Insurance will not start until you resume being Actively at Work.

If your Spouse is Confined, your Spouse Voluntary Life Insurance will not start until your Spouse is no longer Confined.

When can you make changes in Spouse Voluntary Life Insurance?

You may request a change in your Spouse Voluntary Life Insurance benefit elections during any Enrollment Period after you are covered under the Policy and Actively at Work.

You may also request a change in Spouse Voluntary Life Insurance at any time due to a Family Status Change. Such request must be made within 31 days of the date the Family Status Change occurred.

Evidence of Insurability may be required for any change in Spouse Voluntary Life Insurance as specified in the Benefit Highlights.

When does a change in Spouse Voluntary Life Insurance start?

If you are Actively at Work, any increase in Spouse Voluntary Life Insurance or benefits (other than Family Status Changes) will start:

- on the January 1st following the date of change, when you apply for a different incremental amount; or
- on the date we approve any required Evidence of Insurability for your Spouse.

If Evidence of Insurability is required for any increase in your amount of Spouse Voluntary Life Insurance, the increase in your Spouse Voluntary Life Insurance will not start until we approve the increase in writing, provided you are Actively at Work on that date.

Your Spouse must not be Confined on the date of the increase in benefits.

4. ELIGIBILITY, EFFECTIVE DATES AND TERMINATION OF SPOUSE INSURANCE

If you are not Actively at Work, any increase in Spouse Voluntary Life Insurance will not start until you resume being Actively at Work.

If your Spouse is Confined, your increase in Spouse Voluntary Life Insurance will not start until your Spouse is no longer Confined.

Any reduction in Spouse Voluntary Life Insurance or benefits due to your age will start on the January 1st following the date of change, whether or not you are Actively at Work or your Spouse is Confined.

Whether or not you are Actively at Work, any other reduction in Spouse Voluntary Life Insurance for reasons other than an age reduction or a Family Status Change will start on the January 1st following the date of change, when you reduce coverage.

If you are Actively at Work, any increase in Spouse Voluntary Life Insurance or benefits due to a Family Status Change will start on the latest of:

- the date you apply for such change in Spouse Voluntary Life Insurance, if you applied within 31 days of the Family Status Change; or
- the date you agree to make any required contribution toward the cost of insurance; or
- the date of your Family Status Change; or
- the date we approve any required Evidence of Insurability for your Spouse.

If Evidence of Insurability is required for any increase in your amount of Spouse Voluntary Life Insurance, the increase will not start until we approve the increase in writing, provided you are Actively at Work on that date.

Your Spouse must not be Confined on the date of the increase in benefits.

If you are not Actively at Work, any increase in Spouse Voluntary Life Insurance will not start until you resume being Actively at Work.

If your Spouse is Confined, your increase in Spouse Voluntary Life Insurance will not start until your Spouse is no longer Confined.

Whether or not you are Actively at Work, any reduction in Spouse Voluntary Life Insurance or benefits due to a Family Status Change will start on the date of your Family Status Change.

When does Spouse Voluntary Life Insurance end?

Spouse Voluntary Life Insurance will end on the earliest of the following to occur:

- the date the Policy terminates;
- the date you are no longer in an Eligible Class;
- the date your class is no longer included for Spouse Voluntary Life Insurance;
- the last day for which any required premium has been paid for your Employee Voluntary Life Insurance or your Spouse Voluntary Life Insurance;
- the date you are no longer insured for Employee Voluntary Life Insurance under the Policy;
- the last day you are Actively at Work, subject to the Insurance Continuation or Portability provision;
- the date your Spouse enters active duty in any armed service;
- the date your Spouse no longer meets the definition of Spouse as described in this Certificate;
- the date you retire;
- the date you are approved for the Waiver of Premium Benefit;
- the date you die; or
- the date your Spouse dies.

5. ELIGIBILITY, EFFECTIVE DATES AND TERMINATION OF DEPENDENT CHILDREN INSURANCE

When are you eligible for Dependent Children Voluntary Life Insurance?

If you are in an Eligible Class, you are initially eligible for Dependent Children Voluntary Life Insurance on the latest of:

- January 1, 2022;
- the date you are eligible for Employee Voluntary Life Insurance; or
- the date you acquire a Dependent Child.

When must you enroll for Dependent Children Voluntary Life Insurance?

You must enroll within 31 days of the date you are initially eligible for Dependent Children Voluntary Life Insurance.

If you decide later you want to enroll for Dependent Children Voluntary Life Insurance, you will not be allowed to enroll until the next Enrollment Period unless you have a Family Status Change.

You may not enroll for Dependent Children Voluntary Life Insurance unless you are enrolled in Employee Voluntary Life Insurance.

When does Dependent Children Voluntary Life Insurance start?

Your Dependent Children Voluntary Life Insurance starts on the latest of the date:

- you are eligible for Dependent Children Voluntary Life Insurance;
- you are insured for Employee Voluntary Life Insurance; or
- you enroll for Dependent Children Voluntary Life Insurance and you agree to make any required contribution toward the cost of insurance; and

you are Actively at Work on that date and your Dependent Child is not Confined on that date.

If you are not Actively at Work, your Dependent Children Voluntary Life Insurance will not start until you resume being Actively at Work.

If your Dependent Child is Confined, Dependent Children Voluntary Life Insurance for that Child will not start until that Child is no longer Confined. Confinement does not apply to a newborn child.

When can you make changes in Dependent Children Voluntary Life Insurance?

You may request a change in your Dependent Children Voluntary Life Insurance benefit elections during any Enrollment Period after you are covered under the Policy and Actively at Work.

You may also request a change in Dependent Children Voluntary Life Insurance at any time due to a Family Status Change. Such request must be made within 31 days of the date the Family Status Change occurred.

When does a change in Dependent Children Voluntary Life Insurance start?

If you are Actively at Work, any increase in Dependent Children Voluntary Life Insurance or benefits (other than Family Status Changes) will start on the January 1st following the date of change, when you apply for a different incremental amount.

Your Dependent Child must not be Confined on the date of the increase in benefits.

If you are not Actively at Work, any increase in Dependent Children Voluntary Life Insurance will not start until you resume being Actively at Work.

If your Dependent Child is Confined, the increase will not start for that Dependent Child until the Dependent Child is no longer Confined. Confinement does not apply to a newborn child.

Whether or not you are Actively at Work, any other reduction in Dependent Children Voluntary Life Insurance for reasons other than a Family Status Change will start on the January 1st following the date of change, when you reduce coverage.

5. ELIGIBILITY, EFFECTIVE DATES AND TERMINATION OF DEPENDENT CHILDREN INSURANCE

If you are Actively at Work, any increase in Dependent Children Voluntary Life Insurance or benefits due to a Family Status Change will start on the latest of:

- the date you apply for such change in Dependent Children Voluntary Life Insurance, if you applied within 31 days of Family Status Change; or
- the date you agree to make any required contribution toward the cost of insurance; or
- the date of your Family Status Change.

Your Dependent Child must not be Confined on the date of the increase in benefits.

If you are not Actively at Work, any increase in Dependent Children Voluntary Life Insurance will not start until you resume being Actively at Work.

If your Dependent Child is Confined, the increase will not start for that Dependent Child until the Dependent Child is no longer Confined. Confinement does not apply to a newborn child.

Whether or not you are Actively at Work, any reduction in Dependent Children Voluntary Life Insurance or benefits due to a Family Status Change will start on the date of your Family Status Change.

How can you add a child or children to your Dependent Children Voluntary Life Insurance?

After you and a Dependent Child are covered under the Policy, and you are Actively at Work, any child who becomes one of your Dependent Children will automatically be covered without Evidence of Insurability.

How does Dependent Children Voluntary Life Insurance apply to newborn children, newly placed foster children or newly adopted children?

If you are insured under the Policy but do not have Dependent Children Voluntary Life Insurance when a newborn child, newly placed foster child or newly adopted child becomes one of your Dependent Children, then such child will automatically be covered for 31 days from the date that child becomes your Dependent Child. To continue coverage beyond 31 days, you must:

- enroll for Dependent Children Voluntary Life Insurance within 31 days from the date the newborn child, newly placed foster child or newly adopted child becomes your Dependent Child; and
- pay the required premium to continue your Dependent Children Voluntary Life Insurance.

If you are covered under the Policy and have Dependent Children Voluntary Life Insurance when a newborn child, newly placed foster child or newly adopted child becomes one of your Dependent Children, then such child will automatically be covered.

When does Dependent Children Voluntary Life Insurance end?

Dependent Children Voluntary Life Insurance will end on the earliest of the following to occur:

- the date the Policy terminates;
- the date you are no longer in an Eligible Class;
- the date your class is no longer included for Dependent Children Voluntary Life Insurance;
- the last day for which any required premium has been paid for your Employee Voluntary Life Insurance or your Dependent Children Voluntary Life Insurance;
- the date you are no longer insured for Employee Voluntary Life Insurance under the Policy;
- the last day you are Actively at Work, subject to the Insurance Continuation or Portability provision;
- the date your Dependent Child enters active duty in any armed service;
- the date your Dependent Child no longer meets the definition of Dependent Child as described in this Certificate, but only with respect to that person;
- the date you retire;
- the date you are approved for the Waiver of Premium Benefit;
- the date you die; or
- the date your Dependent Child dies.

6. COVERED EMPLOYEE VOLUNTARY LIFE INSURANCE BENEFITS

EMPLOYEE VOLUNTARY LIFE INSURANCE BENEFIT

What is the Employee Voluntary Life Insurance benefit?

If you die while insured under the Policy and we approve the claim, we will pay your Beneficiary your Employee Voluntary Life Insurance benefit according to the provisions of the Policy.

What is the amount of the Employee Voluntary Life Insurance benefit?

If you die while insured under the Policy, we will pay an Employee Voluntary Life Insurance benefit equal to the lesser of:

- your elected Employee Voluntary Life Insurance amount as shown in the Benefit Highlights; or
- the Employee Guaranteed Issue Amount as shown in the Benefit Highlights, plus any amount of insurance over your Guaranteed Issue Amount for which we have approved your Evidence of Insurability.

Your Employee Voluntary Life Insurance benefit cannot exceed the maximum benefit for Voluntary Life Insurance as shown in the Benefit Highlights.

Your amount of Employee Voluntary Life Insurance is subject to the Exclusions and any Evidence of Insurability requirements, age reductions or terminations according to the provisions of the Policy.

If you had previously exercised the Policy's Conversion Privilege or Portability provision, your amount of Employee Voluntary Life Insurance will be reduced by the amount of any insurance under any coverage issued to you as a result of the exercise of those provisions unless you cancel such coverage.

WAIVER OF PREMIUM BENEFIT

What is the Waiver of Premium Benefit?

If you become Totally Disabled while insured, the Waiver of Premium Benefit may continue your Employee Voluntary Life Insurance while you remain Totally Disabled without any further payment of premiums by you or your Employer.

When are you eligible for the Waiver of Premium Benefit?

You are eligible for the Waiver of Premium Benefit if we receive notice of claim and Proof of claim that you became Totally Disabled:

- while insured; and
- before your 70th birthday; and
- before your Retirement; and
- we approve and continue to approve your claim.

What is the amount of Life Insurance benefit that is continued under the Waiver of Premium Benefit?

We will continue the amount of your Employee Voluntary Life Insurance in force on the last day you were Actively at Work. This amount remains subject to the Policy's terms and conditions.

If you are eligible for the Waiver of Premium Benefit and you have received an Accelerated Death Benefit from us, the amount of insurance on which premiums are waived will be reduced by the amount of any Accelerated Death Benefit paid by us.

If you have converted your Employee Voluntary Life Insurance to an individual life insurance policy, the continued insurance under the Waiver of Premium Benefit will be reduced by that converted amount unless you exchange the individual life insurance policy for a full refund of premiums paid.

Are premium payments required prior to approval of the Waiver of Premium Benefit?

Yes, premium payments are required until the earlier of:

- the date we make a decision on your Waiver of Premium Benefit claim; or
- 12 months from the date you were last Actively at Work.

When are premiums waived?

If we approve your Waiver of Premium Benefit claim, we will notify you of the date the waiver of premium will begin.

6. COVERED EMPLOYEE VOLUNTARY LIFE INSURANCE BENEFITS

Will premium be refunded?

A refund of premium will be made for any premium paid from the date you were last Actively at Work until the date we approve the Waiver of Premium Benefit claim not to exceed 12 months of premium.

What happens if you die before you are approved for the Waiver of Premium Benefit?

If you die before you are approved for the Waiver of Premium Benefit and within 12 months from the date you ceased to be Actively at Work, a death benefit may be payable if, within 3 months of your death, we receive Proof that:

- your Total Disability lasted without interruption from the date you ceased to be Actively at Work until your death; and
- you would have qualified for this Waiver of Premium Benefit except that we had not approved your initial Proof of Total Disability.

When does the Waiver of Premium Benefit end?

Your Waiver of Premium Benefit ceases on the earliest of:

- the date you are no longer Totally Disabled;
- the date you fail to provide Proof that you continue to be Totally Disabled;
- the date you refuse to submit to an examination by a Physician of our choice;
- the date you reach age 65 or for 12 months, whichever is later, if your Total Disability began before you reached age 65;
- the date of your Retirement;
- the first anniversary after your Total Disability began for Total Disabilities that begin on or after you reach age 65;
- the date you reside outside of the United States for more than 12 consecutive months; or
- the date you die.

Your right to benefits pursuant to this Waiver of Premium Benefit is determined initially on the date Total Disability begins. Your ongoing right to receive the Waiver of Premium Benefit depends upon our continued approval of your claim. These rights are subject to the terms of the Policy and will not be affected by subsequent amendment or termination of this Waiver of Premium Benefit.

If your Waiver of Premium Benefit ends and you do not return to being Actively at Work, you may convert your Employee Voluntary Life Insurance under the Conversion Privilege.

What happens if you do not qualify for the Waiver of Premium Benefit?

You may continue your Employee Voluntary Life Insurance with premium payment, subject to any applicable Insurance Continuation or Portability provisions or you may convert your Employee Voluntary Life Insurance under the Conversion Privilege.

ACCELERATED DEATH BENEFIT

What is the Accelerated Death Benefit?

If you experience a Qualifying Event, you may apply for an Accelerated Death Benefit. The Accelerated Death Benefit is an advance payment made on your Employee Voluntary Life Insurance coverage while you are still living. Any Accelerated Death Benefit payment made reduces your Employee Voluntary Life Insurance coverage by the amount of the Accelerated Death Benefit payment.

When are you eligible for an Accelerated Death Benefit?

You are eligible for an Accelerated Death Benefit if:

- you are Actively at Work under the Policy; and
- you have been insured under the Policy for Employee Voluntary Life Insurance for at least 60 days. (This includes any period of time you were insured under the prior insurer's group life policy); and
- you have experienced a Qualifying Event; and
- you are insured for at least \$20,000 of Employee Voluntary Life Insurance.

How do you receive an Accelerated Death Benefit?

You need to submit a written request and Proof that you have experienced a Qualifying Event while your insurance is still in force. Your request must be approved by us. If you have assigned your Employee Voluntary

6. COVERED EMPLOYEE VOLUNTARY LIFE INSURANCE BENEFITS

Life Insurance, named an irrevocable Beneficiary or have a former Spouse named as Beneficiary as part of a divorce decree, you must have a Signed agreement from them that permits the Accelerated Death Benefit to be paid.

The Accelerated Death Benefit is paid in a single lump sum amount to you only one time under the Policy.

Are there any charges if the Accelerated Death Benefit is requested?

No.

What is the amount of the Accelerated Death Benefit?

You can request up to 75% of the amount of your Employee Voluntary Life Insurance currently in force. The maximum amount you can request is \$500,000. The minimum amount you may request is \$10,000.

If you have received an Accelerated Death Benefit under the prior insurer's group life policy, you can request up to 75% of your Employee Voluntary Life Insurance currently in force reduced by the amount of the Accelerated Death Benefit you received under the prior policy.

What happens to the amount of Employee Voluntary Life Insurance if you receive an Accelerated Death Benefit?

If you have received an Accelerated Death Benefit from us or the prior insurer's group life policy, your Employee Voluntary Life Insurance benefit under the Policy will be reduced by an amount equal to the Accelerated Death Benefit paid by us, and an amount equal to the Accelerated Death Benefit paid by the prior insurer's group life policy. The reduced amount remains subject to the Policy's terms and conditions.

CONVERSION PRIVILEGE

What is the Conversion Privilege?

If your Employee Voluntary Life Insurance ceases or reduces, you may be able to convert the amount that ceased or reduced to an individual life insurance policy. You need to apply for the Conversion Privilege within 31 days of the date the coverage ceased or reduced (the "31 Day Conversion Period"), or during any extension of the period permitted by the Policy.

When can Employee Voluntary Life Insurance coverage be converted and how much can be converted?

If your Employee Voluntary Life Insurance amount ceases or is reduced due to:

- termination of your employment;
- termination of your membership in an Eligible Class;
- your changing to a different Eligible Class;
- your Retirement;
- your attainment of a specified age;
- termination of your Waiver of Premium Benefit; or
- termination of coverage under the Insurance Continuation provision.

then you may apply for an individual life insurance policy up to the amount of life insurance that ceased or reduced.

If you have been continuously insured under the Policy for at least five years, and all or part of your life insurance ceases or is reduced due to:

- a revision to the Policy to reduce the amount of Employee Voluntary Life Insurance in your Eligible Class;
- a revision to the Policy to terminate your Eligible Class; or
- termination of the Employee Voluntary Life Insurance benefit provision.

then you may apply for an individual life insurance policy. The maximum amount of the policy will be the lesser of:

- \$10,000; or
- the amount that ceased or reduced, reduced by any amount of life insurance that you become eligible for under any group policy within 31 days after your insurance ceased or reduced.

You will be issued an individual life insurance policy without providing Evidence of Insurability.

6. COVERED EMPLOYEE VOLUNTARY LIFE INSURANCE BENEFITS

How can you exercise the Conversion Privilege?

To exercise the Conversion Privilege, you must apply for it in writing and pay the first premium within 31 days following the date your insurance ceases or reduces. This is your 31 Day Conversion Period.

May the time to exercise the Conversion Privilege be extended beyond the 31 Day Conversion Period?

If you are not provided notice by your Employer of your right to exercise the Conversion Privilege at least 15 days prior to the end of the 31 Day Conversion Period, you will have an additional 25 days to exercise it. In no event will the additional period extend beyond 60 days from the end of the 31 Day Conversion Period.

Otherwise, you must exercise the Conversion Privilege within the 31 Day Conversion Period.

What type of individual life insurance policy is available?

The individual life insurance policy may be any plan of life insurance offered by us at the attained age and the amount requested up to the amount that ceased or reduced. The individual life insurance policy will not include any additional benefits such as a waiver of premium benefit or an accelerated death benefit.

The premium for the individual life insurance policy will be determined by the policy type and amount of the individual life insurance policy and the rate we charge for the standard class of risk and age to which you belong on the effective date of the individual life insurance policy.

When does the individual life insurance policy start?

If your application for the individual life insurance policy is received and the first premium is paid when due, the effective date of the individual life insurance policy will be the day after the 31 Day Conversion Period.

What happens if you die within 31 days of the date your Employee Voluntary Life Insurance ceases or reduces?

If you die within 31 days of the date your Employee Voluntary Life Insurance ceases or reduces, and we receive notice of claim and Proof of claim, a death benefit will be paid to your Beneficiary whether or not you had applied for an individual life insurance policy or had paid the first premium. The death benefit will be the amount of Employee Voluntary Life Insurance that you would have been eligible to convert. If you die more than 31 days after the date your Employee Voluntary Life Insurance ceases or reduces, no death benefit is payable. Thus, even if you die during a period of time in which you may still exercise the Conversion Privilege, but that period of time is more than 31 days after the date your Employee Voluntary Life Insurance ceases or reduces, no benefit is payable.

7. COVERED SPOUSE VOLUNTARY LIFE INSURANCE BENEFITS

SPOUSE VOLUNTARY LIFE INSURANCE BENEFIT

What is the Spouse Voluntary Life Insurance benefit?

If your Spouse dies while insured under the Policy and we approve the claim, we will pay a Spouse Voluntary Life Insurance benefit to you according to the provisions of the Policy.

What is the amount of the Spouse Voluntary Life Insurance benefit?

If your Spouse dies while insured under the Policy, we will pay a Spouse Voluntary Life Insurance benefit equal to the lesser of:

- your elected Spouse Voluntary Life Insurance amount as shown in the Benefit Highlights; or
- the Guaranteed Issue Amount for Spouse Voluntary Life Insurance as shown in the Benefit Highlights, plus any amount of insurance over the Guaranteed Issue Amount for Spouse Voluntary Life Insurance for which we have approved your Spouse's Evidence of Insurability.

Your Spouse Voluntary Life Insurance benefit cannot exceed the maximum benefit for Spouse Voluntary Life Insurance as shown in the Benefit Highlights.

Your amount of Spouse Voluntary Life Insurance is subject to the Exclusions and any Evidence of Insurability requirements, age reductions or terminations according to the provisions of the Policy.

If you or your Spouse had previously exercised the Policy's Conversion Privilege or Portability provision, your amount of Spouse Voluntary Life Insurance will be reduced by the amount of any insurance under any coverage issued as a result of the exercise of those provisions unless you cancel such coverage.

CONVERSION PRIVILEGE

What is the Conversion Privilege?

If your Spouse Voluntary Life Insurance ceases or reduces, you or your Spouse may be able to convert the amount that ceased or reduced to an individual life insurance policy. You or your Spouse need to apply for the Conversion Privilege within 31 days of the date the coverage ceased or reduced (the "31 Day Conversion Period"), or during any extension of the period permitted by the Policy.

When can Spouse Voluntary Life Insurance coverage be converted and how much can be converted?

If your Spouse Voluntary Life Insurance ceases or is reduced due to:

- termination of your employment;
- termination of your membership in an Eligible Class;
- your changing to a different Eligible Class;
- your Retirement;
- your attainment of a specified age;
- your Spouse's attainment of a specified age;
- termination of coverage under the Insurance Continuation provision;
- termination of the Spouse Voluntary Life Insurance;
- your Spouse no longer meeting the definition of Spouse; or
- your death;

then you or your Spouse may apply for an individual life insurance policy on the Spouse's life up to the amount of life insurance that ceased or reduced.

If your Spouse has been continuously insured under the policy for at least five years, and all or part of your Spouse Voluntary Life Insurance ceases or is reduced due to:

- a revision to the Policy to reduce the amount of Spouse Voluntary Life Insurance in your Eligible Class; or
- a revision to the Policy to terminate your Eligible Class; or
- termination of the Spouse Voluntary Life Insurance benefit provision;

then you or your Spouse may apply for an individual life insurance policy on the Spouse's life. The maximum amount of the policy will be the lesser of:

- \$10,000; or

7. COVERED SPOUSE VOLUNTARY LIFE INSURANCE BENEFITS

- the amount that ceased or reduced, reduced by any amount of life insurance that your Spouse becomes eligible for under any group policy within 31 days after your Spouse Voluntary Life Insurance ceased or reduced.

You or your Spouse will be issued an individual life insurance policy without providing Evidence of Insurability.

How can you or your Spouse exercise the Conversion Privilege?

To exercise the Conversion Privilege, you or your Spouse must apply for it in writing and pay the first premium within 31 days following the date your Spouse Voluntary Life Insurance ceases or reduces. This is your Spouse's 31 Day Conversion Period.

May the time to exercise the Conversion Privilege be extended beyond the 31 Day Conversion Period?

If you or your Spouse are not provided notice by your Employer of your or your Spouse's right to exercise the Conversion Privilege at least 15 days prior to the end of the 31 Day Conversion Period, you or your Spouse will have an additional 25 days to exercise it. In no event will the additional period extend beyond 60 days from the end of the 31 Day Conversion Period.

Otherwise, you or your Spouse must exercise the Conversion Privilege within the 31 Day Conversion Period.

What type of individual life insurance policy is available?

The individual life policy may be any plan of life insurance offered by us at the attained age and the amount requested up to the amount that ceased or reduced. The individual life policy will not include any additional benefits such as waiver of premium benefit or an accelerated death benefit.

The premium for the individual life insurance policy will be determined by the policy type and amount of the individual life insurance policy and the rate we charge for the standard class of risk and age to which your Spouse belongs on the effective date of the individual life insurance policy.

When does the individual life insurance policy start?

If your or your Spouse's application for the individual life insurance policy is received and the first premium is paid when due, the effective date of the individual life insurance policy will be the day after the 31 Day Conversion Period.

What happens if your Spouse dies within 31 days of the date your Spouse Voluntary Life Insurance ceases or reduces?

If your Spouse dies within 31 days of the date your Spouse Voluntary Life Insurance ceases or reduces, and we receive notice of claim and Proof of claim, a death benefit will be paid to you whether or not application for the individual life insurance policy or payment of the first premium has been made. The death benefit will be the amount of Spouse Voluntary Life Insurance that you would have been eligible to convert on the life of your Spouse. If your Spouse dies more than 31 days after the date your Spouse Voluntary Life Insurance ceases or reduces, no death benefit is payable for that person. Thus, even if your Spouse dies during a period of time in which you or your Spouse may still exercise the Conversion Privilege, but that period of time is more than 31 days after the date your Spouse Voluntary Life Insurance ceases or reduces, no death benefit is payable for that person.

8. COVERED DEPENDENT CHILDREN VOLUNTARY LIFE INSURANCE BENEFITS

DEPENDENT CHILDREN VOLUNTARY LIFE INSURANCE BENEFIT

What is the Dependent Children Voluntary Life Insurance benefit?

If your Dependent Child dies while insured under the Policy and we approve the claim, we will pay a Dependent Children Voluntary Life Insurance benefit to you according to the provisions of the Policy.

What is the amount of the Dependent Children Voluntary Life Insurance benefit?

If your Dependent Child dies while insured under the Policy, we will pay a Dependent Children Voluntary Life Insurance benefit equal to your elected Dependent Children Voluntary Life Insurance amount as shown in the Benefit Highlights.

Your Dependent Children Voluntary Life Insurance benefit cannot exceed the maximum benefit for Dependent Children Voluntary Life Insurance as shown in the Benefit Highlights.

Your amount of Dependent Children Voluntary Life Insurance is subject to any terminations according to the provisions of the Policy.

If you or your Dependent Child had previously exercised the Policy's Conversion Privilege or Portability provision, your amount of Dependent Children Voluntary Life Insurance will be reduced by the amount of any insurance under any coverage issued as a result of the exercise of those provisions unless you cancel such coverage.

CONVERSION PRIVILEGE

What is the Conversion Privilege?

If your Dependent Children Voluntary Life Insurance ceases or reduces, you or your Dependent Child may be able to convert the amount that ceased or reduced to an individual life insurance policy. You or your Dependent Child need to apply for the Conversion Privilege within 31 days of the date the coverage ceased or reduced (the "31 Day Conversion Period"), or during any extension of the period permitted by the Policy.

When can Dependent Children Voluntary Life Insurance coverage be converted and how much can be converted?

If your Dependent Children Voluntary Life Insurance ceases or is reduced due to:

- termination of your employment;
- termination of your membership in an Eligible Class;
- your changing to a different Eligible Class;
- your Retirement;
- your attainment of a specified age; or
- termination of coverage under the Insurance Continuation provision; or
- termination of the Dependent Children Voluntary Life Insurance; or
- your Dependent Child no longer meeting the definition of Dependent Child; or
- your death;

then you or your Dependent Child may apply for an individual life insurance policy on the Dependent Child's life up to the amount of life insurance that ceased or reduced.

If your Dependent Child has been continuously insured under the policy for at least five years, and all or part of your Dependent Children Voluntary Life Insurance ceases or is reduced due to:

- a revision to the Policy to reduce the amount of Dependent Children Voluntary Life Insurance in your Eligible Class; or
- a revision to the Policy to terminate your Eligible Class; or
- termination of the Dependent Children Voluntary Life Insurance benefit provision;

then you or your Dependent Child may apply for an individual life insurance policy on the Dependent Child's life. The maximum amount of the policy will be the lesser of:

- \$10,000; or
- the amount that ceased or reduced, reduced by any amount of life insurance that your Dependent Child becomes eligible for under any group policy within 31 days after your Dependent Children Voluntary Life Insurance ceased or reduced.

8. COVERED DEPENDENT CHILDREN VOLUNTARY LIFE INSURANCE BENEFITS

You or your Dependent Child will be issued an individual life insurance policy without providing Evidence of Insurability.

How can you or your Dependent Child exercise the Conversion Privilege?

To exercise the Conversion Privilege, you or your Dependent Child must apply for it in writing and pay the first premium within 31 days following the date your Dependent Children Voluntary Life Insurance ceases or reduces. This is your Dependent Child's 31 Day Conversion Period.

May the time to exercise the Conversion Privilege be extended beyond the 31 Day Conversion Period?

If you or your Dependent Child are not provided notice by your Employer of your or your Dependent Child's right to exercise the Conversion Privilege at least 15 days prior to the end of the 31 Day Conversion Period, you or your Dependent Child will have an additional 25 days to exercise it. In no event will the additional period extend beyond 60 days from the end of the 31 Day Conversion Period.

Otherwise, you or your Dependent Child must exercise the Conversion Privilege within the 31 Day Conversion Period.

What type of individual life insurance policy is available?

The individual life policy may be any plan of life insurance offered by us at the attained age and the amount requested up to the amount that ceased or reduced. The individual life policy will not include any additional benefits such as waiver of premium benefit or an accelerated death benefit.

The premium for the individual life insurance policy will be determined by the policy type and amount of the individual life insurance policy and the rate we charge for the standard class of risk and age to which your Dependent Child belongs on the effective date of the individual life insurance policy.

When does the individual life insurance policy start?

If your or your Dependent Child's application for the individual life insurance policy is received and the first premium is paid when due, the effective date of the individual life insurance policy will be the day after the 31 Day Conversion Period.

What happens if your Dependent Child dies within 31 days of the date your Dependent Children Voluntary Life Insurance ceases or reduces?

If your Dependent Child dies within 31 days of the date your Dependent Children Voluntary Life Insurance ceases or reduces, and we receive notice of claim and Proof of claim, a death benefit will be paid to you whether or not application for the individual life insurance policy or payment of the first premium has been made. The death benefit will be the amount of Dependent Children Voluntary Life Insurance that you would have been eligible to convert on the life of your Dependent Child. If your Dependent Child dies more than 31 days after the date your Dependent Children Voluntary Life Insurance ceases or reduces, no death benefit is payable for that person. Thus, even if your Dependent Child dies during a period of time in which you or your Dependent Child may still exercise the Conversion Privilege, but that period of time is more than 31 days after the date your Dependent Children Voluntary Life Insurance ceases or reduces, no death benefit is payable for that person.

9. EXCLUSION

What is the Policy exclusion that prevents an Employee Voluntary Life Insurance benefit from being paid?

If your cause of death is suicide:

- No death benefit amount of Employee Voluntary Life Insurance is payable if your suicide occurs within 24 months from the date your Employee Voluntary Life Insurance starts. Any period of time you were insured for the same amount of Employee Voluntary Life Insurance under your Employer's prior group life policy will count towards your completion of the 24 months.
- No increased or additional amount of Employee Voluntary Life Insurance you request is payable if the suicide occurs within 24 months from the date your requested increased or additional amount of Employee Voluntary Life Insurance starts.
- No requested amount of Employee Voluntary Life Insurance over your Guaranteed Issue Amount is payable if the suicide occurs within 24 months from the date your requested amount over your Guaranteed Issue Amount starts.

If your death occurs as a result of suicide within 24 months after your Employee Voluntary Life Insurance starts, we will refund all premiums paid for any amount of Employee Voluntary Life Insurance excluded under this suicide exclusion.

What is the Policy exclusion that prevents a Spouse Voluntary Life Insurance benefit from being paid?

If your Spouse's cause of death is suicide:

- No death benefit amount of Spouse Voluntary Life Insurance is payable if your Spouse's suicide occurs within 24 months after your Spouse's Voluntary Life Insurance first starts. Any period of time your Spouse was insured for the same amount of Voluntary Life Insurance under your Employer's prior group life policy will count towards your Spouse's completion of the 24 months.
- No increased or additional amount of Spouse Voluntary Life Insurance you request is payable if your Spouse's suicide occurs within 24 months from the date your requested increased or additional amount of Spouse Voluntary Life Insurance starts.
- No requested amount of Spouse Voluntary Life Insurance over your Spouse's Guaranteed Issue Amount is payable if your Spouse's suicide occurs within 24 months from the date your requested amount over your Spouse's Guaranteed Issue Amount starts.

If your Spouse's death occurs as a result of suicide within 24 months after your Spouse's Voluntary Life Insurance starts, we will refund all premiums paid for any amount of Spouse Voluntary Life Insurance excluded under this suicide exclusion.

10. CLAIM PROVISIONS

How is a claim for Life Insurance benefits submitted?

You or someone on your behalf or a Beneficiary must send us written notice of claim and Proof of claim within the time limits specified below. Your Employer has the notice of claim and Proof of claim forms.

NOTICE OF CLAIM

When does written notice of claim have to be submitted?

For a Life Insurance benefit, written notice of claim must be given to us no later than 30 days after the date of death.

For a Waiver of Premium Benefit, written notice of claim must be given to us no later than 12 months after the date you cease to be Actively at Work.

If notice cannot be given within the applicable time period, we must be notified as soon as it is reasonably possible.

CLAIM FORMS

When we receive written notice of claim, we will send the forms for Proof of claim. If the forms are not received within 15 days after written notice of claim is sent, Proof of the character and the extent of the loss may be sent to us without waiting to receive the Proof of claim forms.

PROOF OF CLAIM

When does written Proof of claim have to be submitted?

For a Life Insurance benefit, written Proof of claim must be given to us no later than 90 days after date of death.

For a Waiver of Premium Benefit, written Proof of claim must be given to us no later than 15 months after the date you cease to be Actively at Work.

If Proof cannot be given within the time limit, Proof must be given as soon as reasonably possible. Proof of claim may not be given later than one year after the time Proof is otherwise required unless you are legally incompetent.

What is considered Proof of claim?

Proof of claim must consist of at least the following information:

- a description of the loss or disability;
- the date the loss or disability occurred;
- the cause of the loss or disability;
- hospital records, physician records, x-rays, narrative reports, or lab, toxicology or other diagnostic testing materials as needed to determine the claim;
- police accident reports;
- the Death Certificate; and
- any other information we may require to make a claim determination.

We may require as part of the Proof, authorizations to obtain medical and non-medical information.

PAYMENT OF BENEFITS

When are benefits payable?

Benefits are payable when we receive Proof of claim that establishes benefit eligibility according to the provisions of the Policy and we approve the claim.

10. CLAIM PROVISIONS

When will a decision on your claim be made?

We will send you a written notice of our decision on your claim within a reasonable time after we receive the claim but not later than 45 days after receipt of the claim. If we cannot make a decision within 45 days after receiving your claim, we will request a 30 day extension. If we cannot render a decision within the extension period, we will request an additional 30 day extension. Any request for extension will specifically explain:

- the standards on which entitlement to benefits is based;
- the unresolved issues that prevent a decision on the claim; and
- the additional information needed to resolve those issues.

If a period of time is extended because you failed to provide necessary information, the period for making the benefit determination is tolled from the date we send notice of the extension to you until the date on which you respond to the request for additional information. You will have 45 days to provide the specified information.

What if your claim is denied?

If we deny all or any part of your claim, you will receive a written notice of denial setting forth:

- the specific reason(s) for the denial;
- the specific Policy provision(s) on which the denial is based;
- your right to receive, upon request and free of charge, copies of all documents, records, and other information relevant to your claim for benefits;
- a description of any additional material or information needed to prove entitlement to benefits and an explanation of why such material or information is necessary;
- a description of the appeal procedures and time limits;
- your right to bring a civil action under ERISA, §502(a) following an adverse determination on review, if ERISA applies;
- the identity of an internal rule, guideline, protocol or other similar criterion, if any, that was relied upon to deny the claim and a copy of the rule, guideline, protocol or criterion or a statement that a copy is available free of charge upon request; and
- the identity of any medical or vocational experts whose advice was obtained in connection with the claim, regardless of whether the advice was relied upon to deny the claim.

Can you request a review of a claim denial?

If all or part of your claim is denied, you may request in writing a review of the denial within 180 days after receiving notice of denial.

You may submit written comments, documents, records or other information relating to your claim for benefits, and may request free of charge copies of all documents, records, and other information relevant to your claim for benefits.

We will review the claim on receipt of the written request for review, and will notify you of our decision within a reasonable time but not later than 45 days after the request has been received. If an extension of time is required to process the claim, we will notify you in Writing of the special circumstances requiring the extension and the date by which we expect to make a determination on review. The extension cannot exceed a period of 45 days from the end of the initial period.

If a period of time is extended because you failed to provide information necessary to decide your claim, the period for making the decision on review is tolled from the date we send notice of the extension to you until the date on which you respond to the request for additional information. You will have at least 45 days to provide the specified information.

What if your claim is denied on review?

If we deny all or any part of your claim on review, you will receive a written notice of denial setting forth:

- the specific reasons for the denial;
- the specific Policy provisions on which the denial is based;
- your right to receive, upon request and free of charge, copies of all documents, records, and other information relevant to your claim for benefits;

10. CLAIM PROVISIONS

- your right to bring a civil action under ERISA, §502(a), if ERISA applies;
- the identity of an internal rule, guideline, protocol or other similar criterion, if any, that was relied upon to deny the claim and a copy of the rule, guideline, protocol or criterion or a statement that a copy is available free of charge upon request;
- the following statement: “You and your plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor Office and your State Insurance regulatory agency.”; and
- the identity of any medical or vocational experts whose advice was obtained in connection with the appeal, regardless of whether the advice was relied upon to deny the appeal.

To whom are benefits payable?

Spouse or Dependent Child death benefits are payable to you.

Employee death benefits are payable in accordance with the Beneficiary designation made by you. Unless you specify otherwise, if more than one beneficiary survives you, all surviving beneficiaries will receive an equal share of the Employee Voluntary Life Insurance benefit. The Beneficiary designation must be in Writing, in a manner acceptable to us, dated and Signed by you and on file with your Employer. If no Beneficiary is alive on the date of your death or you do not elect a Beneficiary, we, at our option, may make payments as follows:

- to your Spouse, if living; or
- if there is no surviving Spouse, to your surviving children in equal shares; or
- if there is no surviving Spouse or children, to your surviving parents in equal shares; or
- if there is no surviving Spouse, children or parents, to your surviving brothers and sisters in equal shares; or
- if none of the above, to your estate.

If we determine that a claim is payable, we will pay the benefit pursuant to the Beneficiary designation or the terms of the Policy, except in the following situations:

1. the Beneficiary is a minor. If the Beneficiary is a minor, we may pay the benefit: (a) into a retained asset account in the minor’s name that can be accessed by the minor when he or she reaches the age of majority; or (b) to the minor’s court appointed guardian or conservator or other party appointed by a court to be responsible for the minor’s property or estate;
2. the person to receive the benefit is not competent. If the person to receive the benefit is not competent, we will pay the claim to the person’s court appointed guardian or conservator or other party appointed by a court to be responsible for the person’s property or estate; or
3. You die before we pay you. In such case, claim may be made by your executor or the administrator of your estate and we will pay the benefit to your estate.

If we do not pay you and claim is not made by the appropriate person designated above, we may at our option make payments under either Method A or B below. Any decision to pay a benefit, prior to the appointment of the appropriate person designated in items 1, 2, or 3 above is solely at our discretion, and we may choose to pay no amount under any circumstances until such appropriate person is formally appointed.

Method A: We may pay up to \$5,000 to any individual or entity we determine has incurred or paid expenses as a result of funeral services provided to or on your behalf. If we pay such a benefit, we will not have to pay that benefit amount again and the total benefit due under the Policy shall be reduced by the amount paid under this provision.

Method B: We may pay the whole or any part of such benefit:

- to your Spouse, up to a cumulative amount of \$5,000; or
- if you have no Spouse, up to a cumulative amount of \$5,000 to any one or more of the following relatives in the following order of priority:
 1. your child or children; or
 2. your mother or father.

The death benefit may be paid by a method other than a lump sum and may include any method of payment available to us. The available methods of payment will be based on the benefit options offered by us at the time

10. CLAIM PROVISIONS

of election, and will include making payment through a retained asset account as permitted by applicable state law.

11. INSURANCE CONTINUATION

Are there any conditions under which your Employer can continue your insurance?

While the Policy is in force and subject to the conditions stated in the Policy, your Employer may continue your insurance that was in force on the date immediately before the date you ceased to be Actively at Work by paying the required premium to us for any of the following reasons and durations:

- Absence due to Injury or Sickness – up to 12 months
- Layoff – up to 1 month
- Leave of Absence – up to 1 month
- Vacation – based on your Employer's policy, not to exceed 3 months.

You should contact your Employer for more details.

While the Policy is in force, if you are Totally Disabled on the date you cease to be Actively at Work, you may be eligible for the Waiver of Premium Benefit.

While the Policy is in force, you may be eligible to continue your insurance pursuant to the Family and Medical Leave Act of 1993, as amended or continue coverage pursuant to a state required continuation period (if any). You should contact your Employer for more details.

While the Policy is in force, you may be eligible to continue your insurance coverage pursuant to the Uniformed Services Employment and Reemployment Rights Act (USERRA). You should contact your Employer for more details.

After your continued insurance ends, you or your Spouse or your Dependent Child may be eligible for the Conversion Privilege.

12. PORTABILITY

What is portable insurance and when are you eligible for it?

Portable insurance is an optional benefit that you may elect to continue your insurance for each Insured without Evidence of Insurability if your insurance ends because you terminate employment; and you meet the following requirements:

- the Policy is still in force; and
- you are under age 70 at the time employment terminates; and
- you have not retired; and
- the hours you work for your Employer have not been reduced; and
- your insurance is not being continued under any Insurance Continuation provision; and
- you have not suffered an Injury or Sickness that results in a life expectancy of less than 12 months; and
- your insurance is not being continued under the Waiver of Premium Benefit; and
- you have not exercised your portable insurance right under a similar certificate issued by us; and
- you reside in the United States or Canada on the date your insurance ends.

You may not elect portable insurance for your Spouse or Dependent Children if you have not elected portable insurance for yourself.

If you convert your coverage under any Conversion Privilege of the Policy, you will not be eligible to apply for portable insurance for that same coverage.

When must you apply for portable insurance?

You must complete an application for portable insurance and send it to us with payment of the first premium within 31 days of the date your employment terminates. The application for portable insurance is available from your Employer.

What is the amount of portable insurance you can apply for?

You may apply for portable insurance in an amount up to 100% of each Insured's amount of insurance in force under the Policy on the date your employment terminates to a maximum of \$500,000 for each Insured. Amounts in excess of the maximum may be converted to an individual life insurance policy.

If you are insured for Basic Life Insurance, Voluntary Life Insurance, Basic Accidental Death and Dismemberment Insurance and/or Voluntary Accidental Death and Dismemberment Insurance under a Policy issued by us, the total combined amount of portable insurance you may apply for cannot exceed \$1,000,000 per Insured.

When does your portable insurance start?

After your employment terminates, portable insurance will start on the later of the following:

- the date we approve the application for portable insurance; or
- the date we receive the first premium payment for portable insurance.

Your portable insurance will be provided under an insurance policy we make available for this purpose. Your portable insurance may not be identical to your current insurance under the Policy. The premium for the portable insurance will be determined by the amount of portable insurance and the rate charged for the standard class of risk and age to which each Insured belongs on the effective date of the portable insurance policy.

If your application for portable insurance is declined, you will be given a 31-day period to apply for an individual life insurance policy under the Conversion Privilege.

13. CONTINUITY OF COVERAGE

What happens if your Employer replaces other insurance with this Certificate and the Policy?

If your Employer replaces insurance provided by another insurance company ("Prior Policy") with the insurance provided by this Certificate and the Policy ("This Policy"), the Continuity of Coverage benefits in this Section may be available to you. These benefits will be available if the insurance and level of benefits under the Prior Policy were substantially similar to the insurance provided by This Policy.

What if you are not Actively at Work when your Employer's Prior Policy is replaced with This Policy?

You will be insured under This Policy if you are not Actively at Work on January 1, 2022 and:

- you were insured under your Employer's Prior Policy on the day before January 1, 2022;
- you are a member of an Eligible Class;
- your Employer continues to remit premiums for your coverage; and
- you are not receiving or eligible to receive benefits under the Employer's Prior Policy.

Any benefit payable will be the lesser of:

- the benefit payable under This Policy; or
- the benefit payable under your Employer's Prior Policy.

What if your Spouse or Dependent Child is Confined when your Employer's Prior Policy is replaced with This Policy and you are Actively at Work?

Your Spouse or Dependent Child will be insured under This Policy on January 1, 2022 and:

- your Spouse or Dependent Child was insured under your Employer's Prior Policy on the day before January 1, 2022;
- you are a member of an Eligible Class for Spouse or Dependent Child coverage;
- your Employer continues to remit premiums for your Spouse or Dependent Child coverage; and
- you are not receiving or eligible to receive Spouse or Dependent Child benefits under your Employer's Prior Policy.

Any benefit payable will be the lesser of:

- the benefit payable under This Policy; or
- the benefit payable under your Employer's Prior Policy.

14. GENERAL PROVISIONS

AGENCY

Can the Policyholder, Employer or third party administrator act as our agent?

For all purposes of the Policy, the Policyholder, Employer or third party administrator acts on its own behalf or as your agent. Under no circumstances will the Policyholder, Employer or third party administrator be deemed an agent of Sun Life Assurance Company of Canada.

ALTERATION

Who can alter this Certificate?

The only persons with the authority to alter or modify this Certificate or to waive any of its provisions are our president, actuary, secretary or one of our vice presidents and any such changes must be in Writing.

ASSIGNMENT

Can benefits be assigned?

You can transfer ownership of your Employee Voluntary Life Insurance under the Policy by means of an assignment. All your rights and duties as an eligible employee are transferred to the assignee. The assignee can make any change the Policy allows, consistent with the assignment, such as a change of Beneficiary.

Any assignment must be in Writing and on file with your Employer and will take effect as of the date Signed. We will honor your prior assignment of rights and benefits under the Employer's plan whether or not this policy is specified in the assignment. If we have taken any action or made payment prior to receiving notice of the assignment, the assignment will not affect any action or payment by us. We will not be responsible for the legal, tax or other effects of any assignment.

BENEFICIARY

How can you change your Beneficiary?

You can change your Beneficiary at any time, unless you have made an irrevocable Beneficiary designation or you have assigned your interest in your Employee Voluntary Life Insurance to another person. Any request for change in Beneficiary must be in Writing, including all of the necessary information, dated and Signed by you and on file with your Employer. It will take effect as of the date Signed. If we have taken any action or make payment before receiving notice of a change in Beneficiary, the change will not affect any action or payment made by us. The Beneficiary's consent is not required to change the beneficiary, unless the current beneficiary designation is irrevocable.

CLERICAL ERROR

What happens when there is a clerical error in the administration of the Policy?

Clerical errors in with the administration of the Policy or delays in keeping records for the Policy whether by us, the Policyholder, or the Employer:

- will not terminate insurance that would otherwise have been effective.
- will not continue insurance that would otherwise have ceased or should not have been in effect.

If appropriate, a fair adjustment of premium will be made to correct the error subject to the "Limit of Premium Refunds" section.

This provision does not apply to benefit administration errors by the Policyholder or the Employer which results in an Employee:

- not enrolling for insurance within required time limits;
- not providing required Evidence of Insurability;

14. GENERAL PROVISIONS

- failing to request increased amounts of insurance within required time limits; or
- failing to exercise any available Conversion Privilege, Insurance Continuation or Portability options.

CONFORMITY WITH STATUTES

What is the effect of Conformity with Statutes?

If any provision of the Policy conflicts with any applicable law, the provision will be automatically amended to meet the minimum requirements of the law, except as otherwise pre-empted by federal law.

DISCHARGE OF OUR RESPONSIBILITY

What is the effect of payments under the Policy?

Payment made under the terms of the Policy will, to the extent of such payment, release us from all further obligations under the Policy. We will not be obligated to see to the application of such payment.

EXAMINATION AND AUTOPSY

What are our examination and autopsy rights?

We, at our expense, have the right to have any insured with respect to whom a claim has been filed:

- examined by a Physician, other health professional or vocational expert of our choice; and/or
- interviewed by an authorized representative.

We, at our expense, may have an autopsy conducted unless prohibited by law.

INCONTESTABILITY

What is the Incontestability Provision?

Except for non-payment of premium or claims incurred within two years of the effective date of an Insured's initial, increased, additional or reinstated insurance, no statement made by an Insured relating to insurability for such insurance will be used to contest the validity of that insurance after the insurance has been in force for a period of two years during that individual's lifetime. The statement must be contained in a form signed by that individual and provided to the Policyholder or to us.

This provision shall not preclude the assertion at any time of a defense to a claim based upon the Insured's eligibility for insurance.

LEGAL PROCEEDINGS

What are the time limits for legal proceedings?

No legal action may start:

- until 60 days after Proof has been given; or
- more than 3 years after the time Proof of claim is required.

LIMIT OF PREMIUM REFUNDS

Is there a limit on premium refunds?

Whether premiums were paid in error or otherwise, we will refund only that part of the excess premium that was paid during the 12-month period that preceded the date we learned of such overpayment.

14. GENERAL PROVISIONS

MISSTATEMENT OF AGE

What happens if there is a misstatement of age in the administration of the Policy?

If the age of the insured has been misstated, the amount payable under the Policy will be such as the premium paid would have purchased at the correct age.

NON-PARTICIPATING

Does the Policy participate in dividends?

The Policy is non-participating and will not share in any profits or surplus earnings of Sun Life Assurance Company of Canada and, therefore, no dividends are payable.

PREMIUM PAYMENTS AS EVIDENCE OF INSURANCE

Does the payment of premiums guarantee coverage under the Policy?

The receipt of premiums by us is not a guarantee of insurance. Eligibility for benefits will be determined at the time of claim submission and in order to receive a benefit under the Policy, all Policy requirements must be satisfied. If we determine that you or your Spouse or your Dependent Child are not eligible for coverage, you should contact your Employer regarding the refund of premiums due, if any.

REIMBURSEMENT

What if a benefit is underpaid or overpaid?

Reimbursement will be made to us for any overpayments that we may make due to any reason.

You must repay us within 60 days unless we agree to a longer time period. Deductions may be made from future benefit payments to recover any such overpayments.

If we have underpaid a benefit for any reason, we will make a lump sum payment for that amount.

Interest does not accrue on any underpaid or overpaid benefit unless required under the applicable law.

STATEMENTS

Are statements warranties?

All statements made in any application are considered representations and not warranties. No representation by you in enrolling for insurance under the Policy will be used to reduce or deny a claim unless it is contained in your written application, signed by you, and a copy of your written application for insurance is or has been given to you, your Beneficiary, if any, or to your estate representative.

TIME PERIODS

What time periods apply to this Certificate?

For the purpose of effective dates and termination dates under this Certificate, all days begin at 12:00 midnight and end at 11:59:59 PM at the Policyholder's location.

SUN LIFE ASSURANCE COMPANY OF CANADA

Group Term Voluntary Life Insurance Certificate

Non-Participating



Ambarella Corp Employee Benefit Plan (The Plan) has been established to provide welfare benefits for its eligible employees and their eligible dependents.

The Employee Retirement Income Security Act of 1974 (ERISA) requires that the Plan Administrator provide you with a Summary Plan Description which discloses required information about the employee benefit plan. The following section entitled "Summary Plan Description" is not part of the Group Insurance Policy. The information in the Summary Plan Description is provided by the Plan Administrator who is the Policyholder and is included in this Certificate for your convenience. This Summary Plan Description applies only to the benefits under the Plan to the extent they are funded by the Group Insurance Policy issued by Sun Life Assurance Company of Canada. Sun Life Assurance Company of Canada assumes no responsibility for the accuracy or sufficiency of the information in the Summary Plan Description.

SUMMARY PLAN DESCRIPTION

Plan Sponsor: Ambarella Corp
3101 Jay St
Santa Clara, CA 95054

Plan Administrator and Named Fiduciary:
Ambarella Corp
3101 Jay St
Santa Clara, CA 95054

The Plan Administrator has authority to control and manage the operation and administration of the Plan, except that Sun Life Assurance Company of Canada makes all benefit claim determinations under the Group Insurance Policy.

Subsidiaries/Affiliates: Oculii

Agent for Service of Legal Process for the Plan:

Ambarella Corp
3101 Jay St
Santa Clara, CA 95054

Service of Legal Process for Sun Life:

General Counsel
1 Sun Life Executive Park
Wellesley Hills, MA 02481

Employer Identification Number (EIN): 83-0385267

Plan Number: 501

End of Plan Year: December 31st

Type of Administration: The Plan is administered by the Plan Administrator. The benefits provided by the Group Insurance Policy issued by Sun Life Assurance Company of Canada are included in the Plan. Sun Life Assurance Company of Canada is the claims administrator for those benefits and has full authority to make all benefit claim determinations.

Participants: The insured employees described in the Sun Life Assurance Company of Canada Certificate.

Plan Changes and Termination: The Plan Administrator may amend, modify or terminate the Plan.

Contributions: The cost of the insurance premiums are paid for by you.

Funding: The benefits under the Plan are funded, at least in part, by the Group Insurance Policy issued by Sun Life Assurance Company of Canada. Those insurance benefits are described in your Certificate.

Claims Procedure: When you or your beneficiary wish to file a claim under the Plan, you should contact your personnel office for claim forms and instructions for filing. Your Certificate explains the procedure for filing a claim under the Group Insurance Policy.

If your claim for benefits is denied in whole or in part, you will receive a written notice within the time required by ERISA from the date you filed your claim, stating the reasons why your claim was denied. You will then have the right, upon written notice from you or your authorized representative, to review that claim denial. The claim denial notice will include the name and address of the person you may ask for such a review. Additional information about claims submitted and review procedures may be obtained by contacting your Plan Administrator.

Your Rights under ERISA:

As a participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all plan participants shall be entitled to:

Receive Information About Your Plan and Benefits

- Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.
- Receive a summary of the plan's annual financial report, if required by ERISA. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate your plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan Documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.

If you have a claim for benefits which is denied or ignored, in whole or in part and if you have exhausted the claims and appeal procedures described in the Certificate, you may file suit in a state or Federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance of the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions

If you have questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, DC 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.