

**SUMMARY PLAN DESCRIPTION**

**SOFTBANK INC 401(K) PLAN**

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## **SUMMARY PLAN DESCRIPTION**

### **SOFTBANK INC 401(K) PLAN**

**Trustee:** Great-West Trust Company, LLC  
c/o Empower Retirement 401(k) Department  
PO Box 173764  
Denver, CO 80217-3764

**Recordkeeper:** Empower Retirement  
(800) 338-4015  
empowermyretirement.com

**Plan Administrator:** SoftBank Inc  
1 Circle Star Way, 4<sup>th</sup> Floor  
San Carlos, CA 94070  
(650) 562-8100

**Plan Sponsor:** SoftBank Inc  
1 Circle Star Way, 4<sup>th</sup> Floor  
San Carlos, CA 94070  
(650) 562-8100

**Employer Plan No:** 001

**Federal I.D. No:** 52-2178089

**Plan Type:** Defined Contribution 401(k) Plan with contract administration

**Plan Year:** January 1 to December 31

## I. INTRODUCTION

THE SOFTBANK INC 401(K) PLAN (the “Plan”) is designed to provide Eligible Employees of SoftBank Inc and its affiliates that have adopted the Plan (collectively referred to as the “Employer”), with benefits upon retirement, disability, death, or termination of employment. The Plan Administrator will provide you with information about whether a particular affiliate has adopted the Plan and the affiliate’s address, upon written request. All Plan benefits are paid from the Trust, which is the funding vehicle used by the Trustee to hold all Plan assets.

This Summary is intended to inform you of the highlights of the Plan adopted by the Employer. It explains when you qualify to participate in the Plan and when you may expect payment of your benefits. If you have any questions after reading this Summary, you may call Empower Retirement at (800) 338-4015 or visit Empower Retirement’s internet website, [empowermyretirement.com](http://empowermyretirement.com), for further information.

IN THE CASE OF ANY CONFLICT BETWEEN THIS SUMMARY AND THE PLAN, THE TERMS OF THE PLAN WILL RULE.

## II. BECOMING A PARTICIPANT

### 1. When do I become a Participant in the Plan?

If you are an “Eligible Employee”, you are eligible to become a Participant in the Plan. In order to participate in the Employee Contribution and Employer Matching Contribution portions of the Plan, you must first complete the Plan’s enrollment procedures. These procedures are described in Part III of this Summary.

### 2. How do I become an Eligible Employee?

If you are a common law Employee of the Employer, you are an Eligible Employee unless you are in any of the following categories:

(a) You are a nonresident alien who receives no earned income from the Employer that is considered income from sources within the United States.

(b) You are classified by the Employer as an independent contractor, or any type of worker other than a common law Employee.

(c) You are a leased employee. A “leased employee” is a person who is not an employee of the Employer, but who provides services to the Employer under the primary direction or control of the Employer based on an agreement between the Employer and a leasing organization.

(d) You are a “Temporary Employee”, unless you first complete a “Year of Service” with the Employer (see Questions 4 and 5, below). For purposes of this Plan, a “Temporary Employee” means an Employee who is classified in the records of the Employer as either a temporary employee, a part-time employee, or a seasonal employee.

(e) You are an Employee of SB US LLC, in which case you are not eligible for the Employer Discretionary Contribution portion of the Plan, but are eligible for the Employee Contribution and Employer Matching Contribution portions of the Plan unless you are excluded by paragraphs (a) through (d), above.

Example: If you are employed by the Employer as an Eligible Employee, you may participate in the Plan as soon as administratively feasible. However, you must complete the Plan's enrollment procedures before you participate in the Employee Contribution and Employer Matching Contribution portions of the Plan.

3. If I leave the Employer and later return, when can I again participate in the Plan?

If you are a Participant who ceases to be an Eligible Employee, and you are later rehired as an Eligible Employee, then you may participate in the Plan again on the date you are rehired as an Eligible Employee. You must re-enroll before your participation will begin again.

4. If I am a "Temporary Employee", how do I become an Eligible Employee?

If you are a Temporary Employee, you will be eligible to participate in the Plan as soon as administratively feasible after you complete a "Year of Service". In order to participate in the Employee Contribution and Employer Matching Contribution portions of the Plan, you must also complete the Plan's enrollment procedures. These procedures are described in Part III of this Summary.

5. What is a "Year of Service"?

For purposes of determining when a Temporary Employee becomes a Participant in the Plan, a "Year of Service" means a 12 month period during which you work at least 1,000 "Hours of Service." For purposes of becoming a Participant in the Plan, the 12 month period begins on your date of hire. If you do not work 1,000 Hours of Service during that first 12 month period, all later 12 month periods will begin on the first day of the Plan Year (January 1).

6. What is an "Hour of Service"?

An "Hour of Service" of an Employee means:

(a) Each hour for which you receive Compensation for the performance of duties for the Employer;

(b) Each hour for which you are paid by the Employer for non-performance of duties, including vacation, holidays, temporary layoff, approved leave of absence, sickness, disability, jury duty or military duty (but not more than 501 hours for any continuous absence from the Employer); and

(c) Each hour for which back pay has been awarded or agreed to by the Employer (but not more than 501 hours for any continuous absence from the Employer).

You will not get duplicate credit for the same Hours of Service. In addition, an hour for which you are paid for non-performance of duties will not constitute an Hour of Service if the payment is made under a plan maintained solely for the purpose of complying with applicable worker's compensation, unemployment compensation or disability insurance laws. Also, Hours of Service will not be credited for payments which solely reimburse you for medical or medically related expenses.

If the Employer does not track your Hours of Service, you may be credited with 45 Hours of Service for each week in which you are credited with at least one Hour of Service. Hours of Service include hours of service you completed with Ziff-Davis, Inc. after March 1, 1981 and before February 28, 2000, and service you completed with SoftBank Content Services after June 20, 1994 and before March 31, 2001.

Example: If you were employed by the Employer as a Temporary Employee on September 15, 2019, and during the 12 month period that follows you work 1,000 Hours of Service, you will have completed a Year of Service on September 14, 2020. You will become a Participant as soon as administratively feasible after September 14, 2020, provided that you must complete the Plan's enrollment procedures before participating in the Employee Contribution and Employer Matching Contribution portions of the Plan.

7. If I leave the Employer and later return as a Temporary Employee, when can I again participate in the Plan?

If you are a Participant who ceases to be an Eligible Employee, and you are later rehired as an Eligible Employee, then you may participate in the Plan again on the date you are rehired. You must re-enroll before your participation will begin again.

If you leave the Employer before becoming eligible to participate in the Plan, and you are rehired as a Temporary Employee, you will become a Participant as soon as administratively feasible following completion of a Year of Service.

Your service with the Employer before you are rehired will be taken into account in determining your eligibility upon rehire, unless you had a "Break in Service" of at least five years and you had no vested interest in the Employer Contribution portion of the Plan when you left the Employer.

8. What is a "Break in Service"?

A "Break in Service" occurs in a 12-month period, beginning on your date of hire or in any later Plan Year, in which you have not more than 500 Hours of Service.

**Military Leave of Absence**

A Break in Service does not occur if you are a member of the armed forces of the United States and you return to work for the Employer after your discharge, within the time allowed by Federal law.

### **Family or Medical Leave of Absence**

A Break in Service does not occur if you are on an unpaid leave of absence that is required to be furnished under the Federal Family and Medical Leave Act.

### **Maternity or Paternity Leave of Absence**

You will be given credit for up to 501 Hours of Service if you are absent from work for a “maternity or paternity leave of absence” but this is only for purposes of avoiding a Break in Service. Maternity or paternity leave of absence means absence from work: (1) because you are expecting the birth of a child; (2) because of the birth of a child; (3) because of the adoption of a child; or (4) to care for your child after birth or adoption.

The crediting of Hours of Service during a maternity or paternity leave of absence can prevent you from having a Break in Service during the year in which you begin a leave of absence or, if the Hours of Service are not needed to prevent a Break in Service in that year, during the following year while you are on a leave of absence. No service will be credited unless you provide the Plan Administrator with written certification that your leave qualified as a “maternity or paternity leave of absence”.

## **III. EMPLOYEE AND EMPLOYER CONTRIBUTIONS**

### **A. YOUR EMPLOYEE CONTRIBUTIONS**

#### **1. What types of Employee Contributions may I make to the Plan?**

If you are an Eligible Employee, you may make "Employee Contributions" each pay period. Employee Contributions include the Pre-Tax Contributions that you elect to have withheld from your paychecks. Employee Contributions also include the Roth Contributions that you elect to have withheld from your paychecks.

#### **2. What rules and procedures apply to Employee Contributions?**

The procedures for making Employee Contributions, and certain limits on the amount of your Employee Contributions, are described in this Part A. Additional rules that apply to your Pre-Tax Contributions are set forth in Part B, below. Additional rules that apply to Roth Contributions are set forth in Part C.

#### **3. Will Pre-Tax Contributions automatically be deducted from my paychecks if I was hired by the Employer after 2015?**

Yes, this Plan provides for "Automatic Enrollment" of Eligible Employees who are hired on or after January 1, 2016. Automatic Enrollment means that a certain percentage (described below) of your Compensation will be withheld from each of your paychecks and contributed to your Account in the Plan on a pre-tax basis, unless you "Opt-Out" within 30 days of becoming an Eligible Employee. You may Opt-Out by contacting Empower Retirement at (800) 338-4015 or [empowermyretirement.com](http://empowermyretirement.com).

If Automatic Enrollment applies to you and you do not Opt-Out, then Pre-Tax Contributions of 5% of your Compensation will be deducted from your paycheck each pay period until the end of the calendar year after the year of your first automatic contribution. Your Pre-Tax Contribution percentage will then increase by one percentage point on each subsequent January 1, but will not exceed 10% of your Compensation. If you do not want this automatic increase to occur, you may Opt-Out by contacting Empower Retirement at (800) 338-4015 or [empowermyretirement.com](http://empowermyretirement.com).

If you do not Opt-Out within 30 days of becoming an Eligible Employee, Pre-Tax Contributions will be deducted from your paychecks beginning shortly after the 30-day Opt-Out period. If you want contributions to begin sooner, you must Opt-Out at an earlier date. You must also Opt-Out if you would like to make Roth Contributions.

4. If I am Automatically Enrolled, can I withdraw my contributions from the Plan within 90 days?

If you are Automatically Enrolled, you may withdraw the Pre-Tax Contributions automatically made on your behalf if you elect to do so within 90 days after the first Pre-Tax Contribution is made on your behalf, by contacting the Recordkeeper at the call center or website shown on page 1 of this Summary. If you elect this type of withdrawal, it will consist of all of your Pre-Tax Contributions made before the date the Recordkeeper processes the election to withdraw, adjusted for earnings or losses. The amount withdrawn will be taxable to you, but will not be subject to an early distribution penalty tax. If you elect this type of withdrawal during a time that the Employer is making Matching Contributions, then you will forfeit the Matching Contributions made with respect to your withdrawn contributions.

Automatic Enrollment will cease to apply to you if you make a withdrawal within 90 days after the first Pre-Tax Contribution is made on your behalf. If you would like to make Employee Contributions after taking such a withdrawal, you will need to make an Employee Contribution election on the Recordkeeper's call center or website, or by returning a completed Paycheck Contribution Election form which you may obtain from the Recordkeeper.

5. How will my Account be invested if I am automatically enrolled?

If you are automatically enrolled in the Plan, your Account in the Plan will automatically be invested in the Plan's qualified default investment alternative, which is described in the notice you received from the Plan. For additional information about the Plan's qualified default investment alternative and other Plan investment options, please contact Empower Retirement.

6. What options do I have if I am enrolled in the Plan?

At any time after you are enrolled, you may elect to change the amount and type of your future Employee Contributions and you may elect to change the existing or future investments in your Plan Account among the available investment options. Each of these elections is made by contacting Empower Retirement's call center or website shown above.



7. What choices do I have if I Opt-Out of Automatic Enrollment?

If you Opt-Out of Automatic Enrollment, you may elect to have a different percentage (including 0%) of your Compensation deducted from your paychecks. If you choose to contribute, you may elect whether your Employee Contributions will be Pre-Tax Contributions and/or Roth Contributions, and you may select among the investment options that are available under the Plan. Each of these elections is made by contacting Empower Retirement's call center or website shown above, and becomes effective when processed by Empower Retirement. You may make changes to your elections using the same procedures.

8. If I was hired before 2016, how do I make the election to save?

If you were hired by the Employer before January 1, 2016, you may elect to save for retirement by contacting the Recordkeeper's call center or website shown on page 1 of this Summary, or by returning a completed Paycheck Contribution Election form which you may obtain from the Recordkeeper. By following these procedures, you may elect the amounts you want withheld from your paychecks as Before-Tax Contributions and Roth Contributions. You may also elect to change your saving election using the same procedures.

9. How much may I save for my retirement?

Once you are a Participant in the Plan, you may elect to make Employee Contributions each pay period in a dollar amount or percentage of your Compensation for the pay period (up to 100% of your Compensation, or a lower percentage that may be established by the Plan Administrator). However, your Employee Contributions for a calendar year cannot exceed the IRS dollar limit. This limit is \$19,500 for 2020, and will be adjusted in future years for cost-of-living increases in accordance with IRS rules. The amount you elect to save will be deducted from your paycheck and contributed to the Plan on your behalf.

If you have other payroll withholding obligations, such as for other employee benefit plans, employment taxes, or compliance with court orders, the Employer may reduce the amount of your Employee Contributions in order to meet your other obligations.

IRS non-discrimination testing requirements may limit or reduce the amount of your Employee Contributions if you are Highly Compensated under IRS rules. You are considered Highly Compensated if your compensation in the prior year was at least the amount established by the IRS, which is adjusted for cost-of-living increases from time to time. You will be considered Highly Compensated in 2020 if your compensation in 2019 was more than \$125,000. You will be notified if you are affected by this limit or reduction.

10. If I am age 50 or more, can I make catch-up contributions?

If you will reach age 50 or more by the end of the calendar year, you may make additional Employee Contributions beyond the limits described in Question 9, up to the maximum catch-up contribution established by the IRS. This maximum is \$6,500 for 2020, and will be adjusted in future years for cost-of-living increases in accordance with IRS rules.

For example, if you will be age 50 or more on December 31, 2020, you may make Employee Contributions of up to \$26,000 in 2020 (\$19,500 IRS limit, plus catch-up contributions of \$6,500).

If you elect to make catch-up contributions as described above, you must contact the Employer's Human Resources Director to ensure such contributions are being made appropriately. It is your responsibility to check your paystub to confirm your desired contributions are being made appropriately.

Note: Catch-up contributions are matched by the Employer to the same extent as your other Employee Contributions. See Part D, below, for more information about Employer Matching Contributions.

11. Must I save for my retirement?

Saving for your retirement is up to you. The more you elect to save, the more that will be available for your retirement. However, you are not required to save.

**B. YOUR PRE-TAX CONTRIBUTIONS**

1. How do I make Pre-Tax Contributions?

The amount you elect to contribute as Pre-Tax Contributions in accordance with Part A, above, will be deducted from your paychecks and contributed to the Plan on your behalf on a pretax basis.

2. Will I be taxed on my Pre-Tax Contributions?

You will not be subject to income tax on your Pre-Tax Contributions withheld from your paycheck and contributed to the Plan until a later time when you actually receive your retirement benefits. However, you will be subject to FICA (Social Security and Medicare) taxes when your Pre-Tax Contributions are withheld from your paycheck. For example, if your Compensation during the Plan Year is \$30,000 and you elect to save \$3,000, you will only pay income taxes on \$27,000, but FICA taxes will be withheld on the full \$30,000. If your Pre-Tax Contributions exceed the statutory amount, which varies from year to year, you will be subject to income tax on contributions in excess of that amount. You may contact the Recordkeeper if you have questions regarding the statutory amount.

**C. YOUR ROTH CONTRIBUTIONS**

1. What are Roth Contributions, and how do I elect to make them?

“Roth Contributions” are after-tax payroll deduction contributions for which you elect Roth treatment under the Internal Revenue Code using the procedures described in Part A, above. Your Roth Contributions are taxable to you in the year they are withheld from your paycheck, and are subject to income tax and other payroll withholdings. Distributions to you of your Roth Contributions and related earnings will be tax free if you satisfy the requirements for a “Qualified Distribution” as defined below.

Example: Jane has Compensation of \$30,000 in 2020, and elects to have Roth Contributions of \$3,000 deducted from her paychecks and contributed to the Plan in 2020. Jane will be subject to income and FICA taxes on the full \$30,000 (including the \$3,000 contributed to the Plan as Roth Contributions) for 2020. If Jane receives a Qualified Distribution in 2025, she will owe no income tax on the receipt of her Roth Contributions and the related earnings.

2. What is a Qualified Distribution from my Roth Account?

A Qualified Distribution must meet all of the following requirements:

- It must be made after the 5 consecutive calendar year period beginning with the first calendar year in which a Roth Contribution is deducted from your paycheck and contributed to the Plan.
- The distribution must be made after you reach age 59½, die, or become disabled. For this purpose, you are disabled if you are unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or to be of long-continued and indefinite duration.
- The distribution cannot be a return of contributions in excess of an IRS limit, or a deemed distribution because you defaulted in repaying a loan from the Plan.

A Qualified Distribution of your Roth Contributions and related earnings is not taxable to you.

3. May distributions from my Roth Account be rolled over?

If you are eligible for a withdrawal or distribution from the Plan and you select a payment form that is an “Eligible Rollover Distribution,” a distribution from your Roth Account may be directly transferred to a Roth account in another employer's qualified plan or rolled over to your Roth IRA, and the amount transferred or rolled over will not be taxable to you at that time.

An “Eligible Rollover Distribution” is any benefit payment other than (i) a life annuity or a series of equal payments for a period of 10 years or more, (ii) a required minimum distribution after you reach age 72 (age 70½, if you reached that age before 2020), or (iii) a financial hardship withdrawal.

If you receive an Eligible Rollover Distribution from your Roth Account that is not a Qualified Distribution, and you roll over only a portion of the distribution to a Roth IRA, the part that is rolled over will come first from the earnings on your Roth Account.

Example: John receives a \$14,000 Eligible Rollover Distribution that is not a Qualified Distribution from his Roth Account, consisting of \$11,000 of Roth Contributions and \$3,000 of earnings. Within 60 days of receipt, John rolls over \$7,000 of the distribution into a Roth IRA. The \$7,000 rollover amount is treated as \$3,000 of income and \$4,000 of Roth Contributions. Since all of the earnings were rolled over to the Roth IRA, none of the amount distributed to John is included in his taxable income.

4. Do taxes and penalties apply to distributions from my Roth Account that are not Qualified Distributions and are not rolled over?

Yes. If you receive a distribution from your Roth Account that is not a Qualified Distribution and is not rolled over to another Roth account, the portion of the distribution that is earnings will be taxable to you and may be subject to a 10% federal early distribution penalty and any state tax penalty that may apply. Generally, the early distribution penalty will apply if you receive a distribution either (i) upon termination of employment before age 55, or (ii) before age 59½ if you are still employed by the Employer.

Example: James has a Roth Account balance of \$25,000, consisting of \$15,000 of Roth Contributions and earnings of \$10,000. Therefore, 40% of his Roth Account balance is earnings. When James is 54, he receives a distribution that is not a Qualified Distribution of \$10,000 from his Roth Account. If James does not roll over the distribution, he will be subject to income tax on \$4,000 (40% of the amount he received), and a federal early distribution penalty of 10% of the \$4,000 taxable portion. State early distribution penalties may also apply.

**D. EMPLOYER CONTRIBUTIONS**

1. Will the Employer match the contributions I make to the Plan?

The Employer may make a Matching Contribution to the Plan on your behalf that is calculated based on the amount of your Employee Contributions (including your Pre-Tax, Roth, and catch-up contributions). The Employer may change the Matching Contribution formula (or cease Matching Contributions) from time to time. You will be notified of the Matching Contribution formula, if any, and any changes to it.

The Employer Matching Contribution is contributed no later than the due date of the Employer's income tax return for the Plan Year. In some cases, IRS rules limit or reduce the amount of Matching Contributions the Employer can make on your behalf if you are Highly Compensated as defined in Question A9, above. You will be notified if this limit or reduction applies to you.

2. Will the Employer make Discretionary Contributions to the Plan?

The Employer may make a Discretionary Contribution to the Plan on your behalf, regardless of whether you make Employee Contributions, if you meet the following eligibility conditions. If you are eligible for the Discretionary Contribution portion of the Plan (see Part II, Question 1), the Employer may make a Discretionary Contribution on your behalf for a Plan Year, provided that, in order to be eligible for the contribution, you must either (i) be credited with at least 1,000 Hours of Service for that Plan Year and be employed with the Employer on the last day of the Plan Year, or (ii) have terminated your employment during the Plan Year on account of your death or total disability, or after your Normal Retirement Age (age 65).

If you meet the eligibility requirements described in the prior paragraph and the Employer chooses to make a Discretionary Contribution for the Plan Year, then a Discretionary Contribution will be allocated to your Account in the Plan. The Discretionary Contribution, if any, will be a percentage of your Compensation determined by the Employer. The Employer may

change the Discretionary Contribution formula (or cease Discretionary Contributions) from time to time. You will be notified of the Discretionary Contribution formula, if any, and any changes to it.

## **E. ACCOUNTS**

### **1. What is my Pre-Tax Contributions Account and how can it grow?**

Your Pre-Tax Contributions are set aside for you into a Trust account with the Trustee. This account is called a “Pre-Tax Contributions Account.” Your Pre-Tax Contributions Account will grow if you save by making Pre-Tax Contributions. Your Pre-Tax Contributions Account will also receive allocations of earnings, losses, and expenses. (See Part V).

### **2. What is my Roth Account and how can it grow?**

Your Roth Contributions are set aside for you into a Trust account called a “Roth Account.” Your Roth Account will grow if you save by making Roth Contributions. Your Roth Account will also receive allocations of earnings, losses, and expenses. (See Part V).

### **3. What is my Matching Account and how can it grow?**

Your share of the Employer Matching Contributions, if any, will be set aside into a separate Trust account called a “Matching Account.” In addition to Employer Matching Contributions set aside into this Account, your Matching Account will receive allocations of earnings, losses, and expenses. (See Part V).

### **4. What is my Discretionary Account and how can it grow?**

Your share of the Employer Discretionary Contributions, if any, will be set aside into a separate Trust account called a “Discretionary Account.” In addition to Employer Discretionary Contributions set aside into this Account, your Discretionary Account will receive allocations of earnings, losses, and expenses. (See Part V).

### **5. What is my Rollover Account and how can it grow?**

Your rollover contributions (see Question F.2 below), if any, will be set aside into a separate Trust account called a “Rollover Account.” In addition to rollover contributions set aside into this Account, your Rollover Account will receive allocations of earnings, losses, and expenses. (See Part V).

### **6. What is my Roth Rollover Account and how can it grow?**

If you transfer a Roth contribution account from another employer's plan to this Plan (see Question F.2 below), those contributions are set aside for you into a Trust account with the Trustee. This account is called a “Roth Rollover Account.” Your Roth Rollover Account will receive allocations of earnings, losses, and expenses. (See Part V). Distributions or rollovers from your Roth Rollover Account will be subject to the rules in Part III.C of this Summary.

## **F. OTHER THINGS TO KNOW**

### **1. How is my Compensation determined?**

“Compensation” means your regular pay, overtime, commissions, paid time off (unless excluded below), holiday worked, travel time, bonus, bonus buyout, or short-term incentive bonus. If you are self-employed due to having an ownership interest in the Employer, Compensation means your net earnings from self-employment with the Employer. However, Compensation excludes tax payments, tax equalization earnings, taxable tuition, non-taxable pay, fringe benefits, awards, bonuses not listed above, management fee, shadow pay, severance, and calendar year Compensation in excess of the IRS limit of \$285,000 (as adjusted for cost of living increases after 2020).

Regular pay included in Compensation includes retro pay, and adjustment pay. Overtime included in Compensation includes retro overtime and double time. Fringe benefits excluded from Compensation means items such as stock, stock options, housing allowance, meal allowance, relocation, fitness, imputed income, and long-term disability.

Compensation for a Plan Year includes Compensation during the Plan Year and before you enter the Plan as described in Part II. Compensation paid after your termination of employment with the Employer will be included if it is paid by the later of 2½ months after your termination of employment or the end of the Plan Year that includes your termination date.

The Plan Administrator may establish separate Employee Contribution election procedures for specific forms of Compensation, such as short-term incentive bonus. If this occurs, the separate procedures will govern how much of those specific forms of Compensation will be contributed to the Plan as Employee Contributions. The general Employee Contribution election procedures described in Part III.A, above, will govern the amount of your other categories of Compensation that will be contributed to the Plan as Employee Contributions.

### **2. Will the Plan accept a rollover contribution or a direct transfer from another retirement plan?**

Yes. If you are an Eligible Employee of the Employer or a Plan Participant, you may, in certain cases, elect to make a rollover contribution or direct transfer from another retirement plan to this Plan. Your rollover contributions or direct transfers, adjusted for earnings, losses, and expenses, will be accounted for separately in your Rollover Account. However, if you transfer a Roth contribution account to this Plan, it will be accounted for separately in your Roth Rollover Account.

This means that, in certain cases, if you are a participant under another pension or profit sharing plan, tax sheltered annuity, eligible governmental deferred compensation plan, or individual retirement account or annuity and you are eligible to receive an eligible rollover distribution from that plan, then you may direct the trustee of the other plan to transfer the distribution (excluding any after-tax contribution portion of the distribution) to this Plan and you will not be currently taxed on the amount transferred. That amount will be held and invested in the Plan until you receive a withdrawal or distribution under the rules described in this Summary.

#### IV. VESTING

1. How do I vest and earn my Pre-Tax Contributions Account, Roth Account, Rollover Account, and Roth Rollover Account?

You are always 100% vested in your Pre-Tax Contributions Account, Roth Account, Rollover Account, and Roth Rollover Account. This means that these Accounts cannot be taken away from you.

2. How do I vest and earn my Matching Account?

You will become vested in a percentage of your Matching Account according to the following Vesting Schedule, which is based on the number of your “Years of Vesting Service” as defined in Question 4 below. This means that as of a specific date a specific percentage of your Matching Account cannot be taken away from you if you leave the Employer.

<u>Your Years of Vesting Service</u>	<u>Nonforfeitable Percentage of Your Accounts</u>
Less than 1	0%
1	34%
2	67%
3 or more	100%

See Question 6 below regarding full vesting upon Normal Retirement Age, Total Disability, or death while employed by the Employer.

3. How do I vest and earn my Discretionary Account?

You will become vested in a percentage of your Discretionary Account according to the following Vesting Schedule, which is based on the number of your “Years of Vesting Service” as defined in Question 4 below. This means that as of a specific date a specific percentage of your Discretionary Account cannot be taken away from you if you leave the Employer.

<u>Your Years of Vesting Service</u>	<u>Nonforfeitable Percentage of Your Accounts</u>
Less than 1	0%
1	25%
2	50%
3	75%
4 or more	100%

See Question 6 below regarding full vesting upon Normal Retirement Age, Total Disability, or death while employed by the Employer.

4. How are my Years of Vesting Service determined?

A “Year of Vesting Service” generally means a 12-month period beginning on your date of hire (and each anniversary thereof) during which you complete 1000 Hours of Service (as defined in Part II, Question 6).

However, Years of Vesting Service you earn after you have five consecutive one-year “Breaks in Service” will not be counted for purposes of vesting in the portion of your Matching and Discretionary Accounts you accumulated before your Breaks in Service. Also, if you leave the Employer with no vested interest in your Matching and Discretionary Accounts and you have five consecutive one-year Breaks in Service, Years of Vesting Service you earned before your Breaks in Service will be disregarded for purposes of vesting in the Employer contributions to your Accounts after your Breaks in Service.

5. What is a “Break in Service”?

A “Break in Service” occurs in a 12-month period beginning on your date of hire or anniversary of your date of hire in which you have not more than 500 Hours of Service. However, you may be able to avoid a Break in Service during a military leave of absence, family or medical leave of absence, or a maternity or paternity leave of absence. This is explained in more detail in Part II, Question 8.

6. What if I retire, become disabled or die?

If you leave the Employer after you reach “Normal Retirement Age,” or because you become “Totally Disabled” or die while you are working for the Employer, you or your Beneficiary will be entitled to your Account.

7. What is my “Normal Retirement Age”?

Your “Normal Retirement Age” is the date you reach age 65.



8. If I continue to work for the Employer after my Normal Retirement Age can I still participate in the Plan?

Yes. You do not have to retire when you reach Normal Retirement Age. You may continue to work for the Employer after Normal Retirement Age and earn additional benefits.

9. When would I be considered “Totally Disabled”?

You would be considered “Totally Disabled” if you have a physical or mental condition which renders you eligible for payments from the Employer’s long term disability insurance plan, or, if no such plan is maintained, eligible for Social Security payments.

10. Will I lose or forfeit my Matching and Discretionary Accounts if I leave the Employer before I am fully vested?

Yes. If you cease employment with the Employer before you are 100% vested in your Matching and Discretionary Accounts, then the non-vested value of your Accounts will be forfeited (that is, lost forever) unless you are later rehired under the rules described below.

Example: If the total value of your Matching and Discretionary Accounts is \$10,000 at a time when your vested interest in those Accounts is \$6,000, the following applies. If, at that time, you cease employment with the Employer, your right to the \$6,000 is secure. However, the remaining non-vested value of \$4,000 will be forfeited (that is, lost forever) unless you are later rehired under the rules described below.

11. What if I leave the Employer, then return without receiving payment of my Plan benefits?

If you leave the Employer for less than five consecutive Breaks in Service and you have not received payment of your Plan benefits, then your Matching and Discretionary Accounts will not be forfeited. However, if you leave the Employer for five consecutive Breaks in Service, the non-vested value of your Matching and Discretionary Accounts will be forfeited.

Example: Same facts as the Example in Question 10 above. If you return to the Employer before you have five consecutive Breaks in Service, the non-vested value of your Matching and Discretionary Accounts (\$4,000) will still be in your Plan Accounts. However, if you have five consecutive Breaks in Service, the non-vested value of your Matching and Discretionary Accounts will be forfeited.

12. If I leave the Employer and receive payment of my Matching and Discretionary Accounts and later return, can I earn back the benefits that I previously forfeited?

Yes. If you leave the Employer prior to 100% vesting and receive payment of the vested portion of your Matching and Discretionary Accounts, the non-vested value in those Accounts will be forfeited. The forfeited portion of your Matching and Discretionary Accounts will be restored if you resume covered employment under the Plan and repay the full amount of the payment you received from the Plan before the earlier of (i) five years from the date you are reemployed or (ii) five consecutive Breaks in Service after the date of the Plan’s payment to you.

Based on the example in Question 10, you will be able to restore your full \$10,000 benefit in your Matching and Discretionary Accounts (including the \$4,000 previously forfeited) if you become an Eligible Employee again and repay your entire distribution to the Plan before the earlier of (i) five years from the date you are reemployed or (ii) five consecutive Breaks in Service after the date of the Plan's payment to you.

NOTE: As used in the following Parts V, VI, VII and VIII of this Summary, the term "Account" includes your Pre-Tax Contributions Account, Roth Account, Matching Account, Discretionary Account, Rollover Account, and Roth Rollover Account. Also, "Account" may be used interchangeably with "retirement benefits" or "death benefits."

## **V. INVESTMENTS**

### **1. How is my Account invested?**

You may direct the investment of all amounts allocated to your Accounts among the available investment funds. Your initial investment election and any subsequent changes in your investment directions may be made by contacting the Recordkeeper's call center or website shown on page 1 of this Summary. Changes in investment directions for future contributions are effective as soon as administratively feasible and transfers of existing balances generally may be made on any business day (effective on the same or next following business day), but the Plan Administrator, the Recordkeeper, or the investment fund may place limits on the frequency of investment changes and transfers and may establish different procedures for making investment changes and transfers. For example, you should review the investment fund prospectus to determine if there are limits on your ability to trade in and out of the fund, or any fees charged for doing so.

### **2. Who makes the investment decisions?**

You make your own investment decisions. The Plan Administrator has selected a variety of daily valued investment funds with different risk and return characteristics. You have already been advised of the available investment funds and provided with information about each fund. You may contact the Recordkeeper to obtain additional copies of the available data for each investment fund.

Each of the investment funds has specific investment objectives for both risk and expected return. The specific investment funds available to you may be changed from time to time, and you will be notified of any changes.

When you enroll in the Plan you may elect the percentage of your Account you want invested in each investment fund. You should make your investment choices based on your investment goals and your willingness to assume investment risk in order to realize potentially higher returns. Investment risk is defined as a measure of how much the investment returns can vary from period to period.

You should read the information for each investment option before choosing to invest in one or more of the investment funds. Past investment results do not indicate or guarantee future investment performance. Each investment fund's share price, yield and total return will

fluctuate, and your investment may be worth more or less than your original cost when you sell your shares or receive a distribution from the Plan.

This Plan is an ERISA Section 404(c) Plan because you have the authority and responsibility to direct the investment of all amounts allocated to your Account among the available investment funds. The fiduciaries of the Plan are not liable for any losses which are the result of your investment instructions.

3. How will my Account be invested if I fail to elect an investment fund?

If you fail to properly select an investment fund before your first contribution to the Plan is made, your Account will be invested in the Plan's qualified default investment alternative. For more information about the Plan's qualified default investment alternative, or to change your investment election for new contributions or your existing Account balance, you may contact the Recordkeeper's website or call center shown on page 1. The fiduciaries of the Plan will not be liable for any losses that are the result of your failure to provide proper investment instructions.

4. Is any part of the Trust or my Account taxable to me before I actually receive the money?

No. It is expected that no part of the Trust, including any earnings, will be taxable to you (or your Beneficiary) for federal or state income tax purposes until payments are made to you (or your Beneficiary). However, as noted in Part III, Question B2, certain excess contributions may be taxable to you. In addition, your Roth contributions, if any, are taxed when they are contributed to the Trust and should not be taxed again when they are distributed to you.

5. Will any expenses be charged to my Account?

The reasonable administrative expenses of the Plan may be paid from the Trust, unless the Employer pays them. Your share of the expenses paid by the Trust may be charged to your Account.

6. How often is the Trust and my Account valued?

It is expected that the Trustee will value the assets of the Trust, and earnings, losses, and expenses will be allocated to your Account, each business day, but valuations are required to be made only as of the end of each calendar quarter. In addition to the adjustment for earnings, losses and expenses, your Account will be increased with your share of the Employer contributions, if any, and your Pre-Tax, Roth, Rollover, and Roth Rollover Contributions.

7. How often do I receive a statement of my Account balances?

It is expected that at least once each calendar quarter, after these adjustments, you will receive a statement telling you the new value of your Matching and Discretionary Accounts and your vested interest in those Accounts, and the new value of your Pre-Tax Contributions Account, Roth Account, Rollover Account, and Roth Rollover Account, including earnings, losses and expenses allocated to those accounts. You may also access information about your Accounts by contacting the Recordkeeper's website or call center shown on page 1.

## **VI. WHEN YOU WILL BE ENTITLED TO BENEFITS**

### **1. When can I expect to receive payment of my Accounts?**

You will be entitled to the entire vested value of your Accounts when you leave the Employer for any reason including Total Disability or death.

If the value of your vested benefit is \$1,000 or less at the time you leave the Employer, you will automatically receive your benefit in a lump sum unless you elect a direct rollover. A direct rollover is a transfer of the lump sum value of your vested benefit directly to the eligible retirement plan of another employer, or to an individual retirement account ("IRA").

If the value of your vested benefit is more than \$1,000 but not more than \$5,000 at the time you leave the Employer, and you do not elect to receive a distribution or a direct rollover to an eligible employer plan or IRA of your choice, your benefit may automatically be transferred to an IRA in your name that is held by the Trustee or its affiliate (the "IRA custodian"). The IRA will be invested in a product that is designed to preserve principal and provide a reasonable rate of return and liquidity, such as the IRA custodian's money market fund. The IRA will be charged for the IRA custodian's usual IRA fees. You will have the right to direct the IRA custodian to change how the IRA is invested, and you may withdraw or transfer your IRA funds, in accordance with the IRA custodian's usual procedures. For additional information regarding the automatic rollover provisions, the IRA custodian, and the IRA's investments and expenses, you may contact Empower Retirement at (888) 411-4015 or [empower-retirement.com/401kparticipant](http://empower-retirement.com/401kparticipant).

If the vested value of your Accounts is greater than \$5,000 when you leave the Employer, you will begin receiving payment of your benefits as of the date you request payment from the Recordkeeper. However, under IRS rules, you must begin to receive your Accounts not later than the first day of April of the calendar year following the later of (i) the calendar year in which you reach age 72 (age 70½, if you reached that age before 2020) or (ii) the calendar year in which you retire.

**YOU HAVE A DUTY TO KEEP THE EMPLOYER'S HUMAN RESOURCES DEPARTMENT AND THE RECORDKEEPER INFORMED OF YOUR CURRENT HOME ADDRESS (OR THAT OF A CLOSE RELATIVE) SO THAT BENEFITS CAN BE PAID TO YOU WHEN DUE.**

### **2. May I borrow from my Accounts?**

Yes. The Plan permits the Trustee to make commercially reasonable loans to Plan Participants in a uniform, nondiscriminatory manner. Loan fees may be charged to your Accounts. In order to obtain more information or to request a loan, you should contact the Recordkeeper's call center or website (see page 1), or you may return a completed Account Reduction Loan Application that you obtain from the Recordkeeper. The Recordkeeper will decide whether or not a loan will be made.

If your request for a loan is approved, the total maximum amount you may borrow is the lesser of (i) \$50,000 or, if you had a loan during the past year, \$50,000 minus the highest

outstanding balance of the prior loan during the last 12 months; or (ii) 50% of your vested Account balance.

Any loan or loans to you must provide for a specific period of repayment which generally cannot be longer than five years. However, if a loan will be used to acquire your principal residence, please review the participant loan program, which is available from the Recordkeeper, to determine if a longer repayment period is available if you provide appropriate documentation of the purchase. Each loan must be adequately secured by your Account balance. Each loan must provide for interest at a commercially reasonable rate. A loan to you will be charged to your Accounts, and the payments you make on the loan will be credited to your Accounts.

Repayments on your loan will be made by the method described in the participant loan program available from the Recordkeeper, which may include repayment by after-tax payroll deductions. If your employment with the Employer terminates when you have an outstanding loan, you may be required to repay the entire outstanding balance of the loan. Please review the participant loan program for details on loan repayments during employment, while on a leave of absence, and after termination of employment.

If you fail to make any loan payment by its due date (including any grace period established by the Plan Administrator), the entire outstanding balance of the loan will be taxable to you (except the portion attributed to after-tax Roth contributions). If you are less than age 59½ and you fail to make a loan payment by its due date, you may also be subject to a 10% federal early distribution penalty and any state early distribution penalty that may apply. If you fail to make any loan payment by its due date, your Accounts will be reduced by the outstanding balance of your loan.

3. May I withdraw money from my Account while I am still employed?

Yes. The types of withdrawals listed below are available while you are still employed by the Employer. To obtain a withdrawal, you must complete the procedures established by the Administrator and you must receive approval for the withdrawal. Processing fees may be charged to your Accounts. Withdrawals generally must be initiated by contacting the Recordkeeper's call center or website. The Recordkeeper may require you to complete appropriate paperwork before a withdrawal can be processed.

(a) Rollover Account Withdrawals. You may elect to withdraw all or part of your Rollover Accounts.

(b) Age 59½ Withdrawals. If you have reached age 59½, you may make a withdrawal of all or part of your vested Accounts.

(c) Withdrawals for long-term military duty. You may withdraw all or part of your vested Accounts while you are performing qualified military service while on active duty for more than 30 days. However, if you make this type of withdrawal from your Employee Contribution Accounts, you may not make Employee Contributions during the 6-month period beginning on the date of the withdrawal.

(d) Financial Hardship Withdrawals. You may request a withdrawal from your vested Accounts if you have a “financial hardship,” provided you have first received all other withdrawals you may be entitled to under all plans maintained by the Employer.

A “financial hardship” is defined as an immediate and heavy financial need where you lack other available resources. Only the following financial needs are considered immediate and heavy:

- The purchase (excluding mortgage payments) of your principal residence;
- The payment of unreimbursable tuition, related educational fees, and room and board expenses for the next 12 months of post-secondary education for you or your Spouse, children, dependents, or primary designated beneficiary under the Plan;
- The payment of unreimbursable expenses incurred or necessary for your medical care or the medical care of your Spouse, children, dependents, or primary designated beneficiary under the Plan;
- The prevention of your eviction from, or foreclosure on the mortgage on, your principal residence;
- The payment of burial or funeral expenses for your deceased parent, Spouse, children, dependents, or primary designated beneficiary under the Plan;
- The payment of expenses to repair damage to your principal residence that would qualify for the casualty deduction on your personal income tax return (including the portion of the expenses that do not exceed 10% of your adjusted gross income, and regardless of whether the damage was caused by a federally declared disaster);
- You have expenses or losses (including loss of income) due to a federally declared disaster, if your principal home or worksite was within the disaster area;
- Any other financial need that has been deemed an immediate and heavy financial need by the Commissioner of Internal Revenue.

A financial hardship withdrawal is also subject to the following rules:

- You must obtain all distributions available to you from any plan of the Employer before a hardship withdrawal will be granted.
- You must not withdraw more than is necessary to meet your financial need, including the amount needed to pay income taxes and penalties resulting from the distribution.

- You must represent, in writing or electronically, that you do not have enough cash or other liquid assets reasonably available to pay the costs of the hardship.
- The minimum amount for a hardship withdrawal is \$1,000.

A financial hardship withdrawal is not a loan; you do not have to pay back the Plan. But a hardship withdrawal is taxable to you (except the portion attributed to after-tax Roth contributions), and may result in a 10% federal penalty tax and a state penalty tax for early distribution if you have not attained age 59½.

## **VII. METHODS OF PAYMENT AND RETIREMENT BENEFITS**

### **1. When I leave the Employer how will my benefits be paid?**

If you leave the Employer, your vested Plan benefits will be paid in one of the following ways:

- (a) A single lump sum payment;
- (b) A direct rollover described in Question 2 below; or
- (c) If you have reached age 72 (age 70½, if you reached that age before 2020), you may elect to receive installment payments so that you receive the minimum distributions required each year under IRS rules.

Remember, if the vested value of your Accounts when you leave the Employer is \$5,000 or less, you may automatically receive your benefits in a lump sum or direct rollover as soon as practical after your termination of employment, as explained in Part VI, Question 1.

If you have a Roth Account or Roth Rollover Account and you receive a partial payment, you may elect whether the payment will be made from your Roth Accounts or your other Accounts, and whether the payment will be made from contributions or earnings within those Accounts.

### **2. What is a direct rollover?**

If your benefit is payable in the form of an “Eligible Rollover Distribution,” then, instead of receiving a payment from the Plan, you may elect to have your benefit transferred directly to an individual retirement account, an individual retirement annuity or another employer’s qualified retirement plan, tax sheltered annuity, or eligible governmental deferred compensation plan that accepts “direct rollovers”.

An Eligible Rollover Distribution is any benefit payment other than (i) a financial hardship withdrawal, (ii) a required minimum distribution after you reach age 72 (age 70½, if you reached that age before 2020), or (iii) a life annuity or a series of equal payments for a period of ten years or more.

By electing a “direct rollover” you may avoid paying any 10% early distribution federal tax and any early distribution state tax that may apply. (Generally, the early distribution tax will apply if you receive a distribution either (i) upon termination of employment before age 55, or (ii) before age 59½ if you are still employed by the Employer). If you elect a direct rollover, you will also delay the payment of regular income taxes and the mandatory 20% federal income tax withholding on your benefit until you receive your distribution at a later date.

If you have a Roth Account or Roth Rollover Account, some plans may not accept the Roth portion of your direct rollover. It is your responsibility to determine if the plan that you select will accept Roth contributions.

3. What if I die before I receive my Plan benefits?

If you die before you begin to receive your Plan benefits, payment to your Beneficiary must begin no later than December 31 of the first year after your death. If your surviving Spouse is your Beneficiary, your surviving Spouse may elect to delay the start of payments until the calendar year in which you would have reached age 72 (age 70½, if you died before 2020). Your Beneficiary may make a direct rollover as described in Question 2, above. However, if your Beneficiary is not your Spouse, the direct rollover must be made to an individual retirement account and not to an employer's plan.

If you begin receiving partial distributions from the Plan before your death, your Beneficiary will continue to be paid from your remaining vested Account balance at least the minimum amount required under IRS rules.

4. Can I select a Beneficiary to receive my Accounts in the event of my death?

Yes. You may select or change the Beneficiary you want to receive your death benefits by providing your Beneficiary information to the Recordkeeper at the website shown on page 1, or returning a completed Beneficiary Designation form that you obtain from the Recordkeeper. If you are married and naming a Beneficiary other than your "Spouse", the Recordkeeper will provide you with forms that you and your Spouse must sign and return. You may change your Beneficiary selection at any time before your death.

If for some reason you have not properly selected your Beneficiary, then your benefits will be paid in the following order of preference: (1) your surviving Spouse; (2) your surviving descendants by right of representation; (3) your surviving parents (in equal shares); or (4) your estate.

As required by federal law, your “Spouse” for purposes of this Plan means your lawfully married spouse, including, but not limited to, an individual of the same sex who was legally married to you in any state of the United States, the District of Columbia, any territory or possession of the United States, or any foreign country that has the legal authority to sanction marriages. However, your “Spouse” does not include your domestic partner or civil union partner.

The Employer can delay payments to your Beneficiary if the Employer needs additional time to decide under the law which of your Beneficiaries is entitled to receive your death benefits.



5. Can I select a Beneficiary other than my Spouse?

Yes. You can select a Beneficiary other than your Spouse, but only if you sign the required form (the “Waiver Election”) and your Spouse consents (see Question 6).

6. How does a Waiver Election work?

To be valid, the Waiver Election must be in writing on forms approved by the Plan Administrator, and signed by you and your Spouse. Your Spouse’s consent must state that your selection of another Beneficiary will deprive your Spouse of (that is, cause him or her to lose) valuable property rights and survivor benefits which the laws of the United States give to him or her. Your Spouse’s consent must be witnessed by the Plan’s representative or a notary public.

7. Can I change a Waiver Election?

Yes. Any Waiver Election, once signed, may be canceled or changed by you during your lifetime, as long as it is canceled or changed before the Plan makes your benefit payment. Any new Waiver Election made by you must also be consented to by your Spouse.

8. Are there special rules for early or late distributions?

Yes. You must begin to receive your Accounts not later than the first day of April of the calendar year following the later of (i) the calendar year in which you reach age 72 (age 70½, if you reached that age before 2020) or (ii) the calendar year in which you retire. However, if you are a 5% owner of an Employer, clause (ii) will not apply to you. Once payments from the Plan are required to begin, the amount paid each year must be at least the minimum percentage of your Account required under IRS rules.

Also, if you receive payment of your benefit either (i) upon termination of employment before age 55, or (ii) before age 59½ if you are still employed by the Employer, your benefit may be subject to a 10% federal early distribution tax and a state early distribution tax.

If you have a Roth Account or Roth Rollover Account, an early distribution that is not rolled over will cause the earnings on that Account to be taxable to you. Early distributions include those made before the fifth calendar year after your first Roth Contribution, and any other distribution that does not meet all of the requirements of a “Qualified Distribution” described in Part III, Question C2. The early distribution taxes described in the preceding paragraph may also apply to early payments of the earnings in your Roth Accounts.

9. What happens to my Accounts if I get divorced?

The Recordkeeper has established procedures to assure both you and your Spouse that your rights to your Accounts (and your Spouse’s interest in your Accounts) are preserved if your marriage is dissolved. To comply with these procedures, your lawyer must get for you and your Spouse a “Qualified Domestic Relations Order” from a court of law. A copy of the Plan’s procedures governing Qualified Domestic Relations Orders is available free of charge by contacting the Recordkeeper’s call center or website shown on page 1.

10. What if I remarry?

If you remarry, the laws of the United States give to your new Spouse automatic survivor benefits in your Accounts. Because of this, the Employer may not be able to follow the Beneficiary designation on file if it does not provide for your new Spouse. To designate a Beneficiary other than your new Spouse, you will have to make a Waiver Election with his or her consent (see Question 5 above).

**VIII. OTHER THINGS YOU SHOULD KNOW**

**A. AMENDMENT AND TERMINATION**

The Employer intends to continue the Plan indefinitely; however, it has the right to amend or even cancel the Plan if it wants to do so. Any amendment or cancellation will be in writing and will be signed by an officer or director of SoftBank Inc. If the Plan is canceled, you will be entitled to the full value of your Accounts.

**B. DETERMINING EMPLOYEE STATUS**

As explained in Part II of this Summary, only employees who satisfy the conditions of eligibility will be entitled to benefits. Those who are not employees of the Employer, such as independent contractors and individuals who contract with third parties to perform services for the Employer, are not eligible for benefits. All determinations concerning whether any individuals or groups should be classified as employees will be made by the Employer in its sole and absolute discretion. In the unlikely event that a government agency or court issues a final, binding decision that certain individuals or groups must be reclassified as employees, the Employer will change the status of those individuals to employee status on the first day of the calendar year following the date of the final, binding decision. Any person whose status is changed to employee status and who then satisfies the conditions of eligibility will be eligible for benefits.

**C. BENEFITS NOT GUARANTEED**

If the Plan terminates, benefits provided under this Plan are neither insured nor guaranteed by the Employer, by the Pension Benefit Guaranty Corporation, a federal governmental agency, nor under any state or federal law.

**D. THE PLAN ADMINISTRATOR**

The Plan Administrator is responsible for interpreting and administering the terms and provisions of the Plan. The Plan Administrator, and any representative it chooses to assist it to carry out its responsibilities under the Plan, including the Plan Committee, shall have the maximum discretionary authority permitted by law to interpret, construe, and administer the Plan, to make determinations regarding Plan participation, enrollment and eligibility for benefits, to evaluate and determine the validity of benefit claims, and to resolve any and all claims and disputes regarding the rights and entitlements of individuals to participate in the Plan and to receive benefits and payments pursuant to the Plan. The decisions of the Plan Administrator, the Plan Committee, and their representatives shall be given the maximum deference permitted by law.

SoftBank Inc is the agent to receive service of legal process. The address at which process may be served is: General Counsel, SoftBank Inc, 1 Circle Star Way, 4<sup>th</sup> Floor, San Carlos, CA 94070.

**E. THE TRUSTEE**

The name and address of the Trustee are as follows:

Great-West Trust Company, LLC  
c/o Empower Retirement 401(k) Department  
PO Box 173764  
Denver, CO 80217-3764

**F. THE RECORDKEEPER**

The name, telephone number and website of the Recordkeeper are as follows:

Empower Retirement  
(800) 338-4015  
empowermyretirement.com

**G. MAKING ELECTIONS**

Any elections or choices you make under the Plan (for example, choosing your Beneficiary) must be made in writing on forms acceptable to the Plan Administrator or using other procedures established by the Plan Administrator.

**H. CLAIMS PROCEDURES**

If you (or after your death, your Beneficiary) feel that you are not receiving benefits which are due you, you (or your Beneficiary) must file a written claim for your benefits with the Plan Committee ("Committee"). The address of the Committee is the same as the address of SoftBank Inc. The Committee will advise you whether a particular claim form must be used. Following receipt of a properly filed claim, the Committee will decide whether to grant or deny your claim.

If your claim is denied, then within 90 days after filing your claim you will receive a written notice stating why your claim was denied, referring to the Plan provisions on which the decision was based. The notice will also tell you what, if anything, you can do in order to have your claim approved, explain why such information is necessary, and provide a description of the Plan's review procedures and time limits as well as your right to bring a lawsuit following an adverse benefit determination on review. If the Committee requires more time to complete the notice, you will be notified in writing of the special circumstances that exist which warrant an extension of time. Under no circumstances will the extension period exceed 180 days from the date of your initial claim submission.

You have the right to request, in writing, within 60 days after you receive notice that your claim has been denied, that the Plan Administrator review your denied claim, and you and your representative can review Plan documents which relate to your claim, and submit written

comments, documents, and other records to the Plan Administrator. Any new information will be considered without regard to whether it was submitted in the initial claim for benefits. On appeal, you and your representative may also review all relevant documents, records, and other information pertaining to your claim for benefits which were relied upon, submitted, considered or generated in the course of making your benefit determination. You may also request a copy of such documents free of charge.

Your appeal will be determined within 60 days of when you submit your review to the Plan Administrator, unless special circumstances exist such that the Plan Administrator requires an additional 60 days to render a final decision. If such extension is required by the Plan Administrator, you will be notified in writing and under no circumstances shall the total review period exceed 120 days from the date of your appeal submission. If your appeal is denied, the Plan Administrator will notify you in writing of the specific reasons for the adverse determination, refer to the specific Plan provisions on which the determination was based, and explain that you are entitled to receive the relevant documents pertaining to your claim. The denial of appeal will also include a description of any voluntary appeal procedures of the Plan as well as your right to bring a lawsuit concerning the benefit denied on appeal.

The claims procedures described above must be strictly adhered to by each person claiming benefits, and no judicial proceedings with respect to any claim for Plan benefits may be commenced until the procedures described above have been exhausted in full. Any judicial proceeding must be filed and litigated in the U.S. District Court for the Northern District of California, and must be commenced within one year of the earlier of (a) the date a final determination denying the benefit, in whole or in part, is issued under the claims procedures described above and (b) the date the person's cause of action first accrued. If a person does not properly file a judicial proceeding within that one-year period, the person will be barred from filing a judicial proceeding.

## **I. MILITARY SERVICE**

The Uniformed Services Employment and Reemployment Rights Act provides you with certain rights if you return to the Employer following qualified military service. You will not incur a break in service due to qualified military service. Upon reemployment with the Employer, your military service is deemed to be service with the Employer for purposes of earning benefits and vesting in your Plan Account. You may elect to make up Employee Contributions (and receive related Matching Contributions, if applicable) that you missed due to military service. Your make-up contributions must be made during the period beginning on the date of your reemployment and extending for three times the amount of your military service or five years, whichever ends earlier. However, your make up contributions cannot exceed the amount you would have been permitted to contribute if you had remained continuously employed by the Employer throughout the period of military service. If you die while performing qualified military service, you will be fully vested, and your Beneficiary will be entitled to 100% of your account balance in the Plan.

## **J. NO GUARANTEE OF EMPLOYMENT**

The Employer maintains the Plan for the exclusive benefit of employees; however, eligibility for or participation in the Plan is not an assurance or guarantee of continued

employment. Participation in this Plan shall not lessen or otherwise affect the responsibility of an employee to perform fully his duties in a satisfactory and workmanlike manner, nor shall it affect the Employer's right to discipline, discharge or take any other action with respect to any employee. Neither the maintenance of this Plan nor anything contained in the Plan shall be construed as giving any employee any equity or other interests in the assets, business or affairs of the Employer or the Plan Administrator.

#### **K. PROHIBITION ON TRANSFER**

In general, your Plan benefits cannot be assigned, mortgaged, pledged or otherwise transferred by you in any manner until such time as you actually receive a distribution of your benefits from the Plan. An exception to this general rule applies to a division of your Plan benefits pursuant to a "qualified domestic relations order" described in Part VII, Question 9. Also, your benefits may be reduced or eliminated in certain cases where you are convicted of a crime involving the Plan, you breach a fiduciary duty with respect to the Plan, or a federal tax levy applies to your Account.

#### **L. 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:

##### **1. 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 administrator may make a reasonable charge for the copies.

Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

Obtain a statement telling you the value of, and your vested interest in, your Accounts. If you do not have a fully vested interest in your Accounts, the statement will tell you how many more years you have to work to become fully vested. This statement is not required to be

given more than once every calendar quarter. The Plan must provide the statement free of charge.

2. 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 employee benefit 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 Plan benefit or exercising your rights under ERISA.

3. Enforce Your Rights

If your claim for a Plan 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 administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in federal court. In addition, if you disagree with the Plan’s decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in 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 from 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.

4. Assistance with Your Questions

If you have any 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, D.C. 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.

April 2020

**SUMMARY OF MATERIAL MODIFICATION TO THE  
SUMMARY PLAN DESCRIPTION OF THE  
SOFTBANK INC 401(K) PLAN**

The purpose of this Summary of Material Modification to the Summary Plan Description of the SoftBank Inc. 401(k) Plan is to summarize for you an important change in the administration and operation of the Plan. This change is currently effective.

The law regarding required distributions to your beneficiary after you death, has been changed. Therefore, Part VII, Question 3, of your Summary Plan Description is revised to read as follows:

“What if I die before I receive my Plan benefits?”

The IRS rules governing payment of your death benefits were recently changed. Therefore, different rules apply depending on whether the Participant’s death occurred after 2019 or before 2020.

Death after 2019. If you die after 2019 and before you receive all of your Plan benefits, the timing of payments to your Beneficiary will vary depending on whether your Beneficiary is an “eligible beneficiary” (as defined below), an “ineligible individual” (defined below), or an entity such as your estate.

An “eligible beneficiary” is an individual you have properly named as your Beneficiary and who is one of the following on the date of your death:

- (a) Your surviving Spouse;
- (b) Your child who has not reached the age of majority (but only before the child reaches the age of majority);
- (c) A disabled individual who is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or to be of long-continued and indefinite duration;
- (d) A chronically ill individual who has been certified by a licensed health care practitioner as being unable to perform at least two activities of daily living for an indefinite and lengthy period due to a loss of functional capacity, or who requires substantial supervision to protect the individual from threats to health and safety due to severe cognitive impairment. In addition, within the preceding 12-month period, a licensed health care practitioner must certify that the individual meets these requirements; or
- (e) Any other individual who is not more than 10 years younger than you.

If your Beneficiary is an eligible beneficiary and you die after 2019, payment of your remaining Account balance after your death generally will be paid in annual installments beginning no later than December 31 of the first year after your death. If your surviving Spouse is your only Beneficiary, your surviving Spouse may elect to delay the start of annual payments



until the calendar year in which you would have reached age 72. The amount paid to your eligible beneficiary each year must be at least the minimum amount required under IRS rules. However, if your eligible beneficiary makes a timely election, your Beneficiary may elect to receive your entire vested Account balance within 10 years after your death, instead of receiving annual payments. In order to use the 10-year rule, your eligible beneficiary's election generally must be received by the Plan by September 30 of the year after your death. However, if your surviving Spouse is your only Beneficiary, your surviving Spouse may elect the 10-year rule until the earlier of September 30 of the year you would have reached age 72 or September 30 of the year that contains the tenth anniversary of your death.

If your eligible beneficiary dies before receiving their entire interest, the remaining portion generally must be distributed within 10 years after the death of the eligible beneficiary. However, if your surviving Spouse is your only Beneficiary, and your surviving spouse dies before beginning to receive payments from the Plan, the previous paragraph may be applied as if your surviving Spouse was a Plan Participant.

An ineligible individual is an individual you have properly named as your Beneficiary, but is not an eligible beneficiary as defined above. An ineligible individual includes your child on or after the date the child reaches the age of majority.

If your Beneficiary is an ineligible individual and you die after 2019, your entire death benefit must be paid to your Beneficiary within ten years after your death.

If your Beneficiary is not an individual (such as your estate), your entire death benefit must be paid to your Beneficiary by the end of the calendar year containing the fifth anniversary of your death.

Death before 2020. If a Participant died before 2020 and before beginning to receive Plan benefits, payments to the Participant's Beneficiary generally had to begin no later than December 31 of the first year after the Participant's death. If the Participant's surviving Spouse was the only Beneficiary, the surviving Spouse could elect to delay the start of payments until the calendar year in which the Participant would have reached age 70½.

If the Participant died before 2020 and began receiving partial distributions from the Plan before their death, the Participant's Beneficiary will continue to be paid from the Participant's remaining vested Account balance at least the minimum amount required under IRS rules each year.

A Beneficiary may make a direct rollover as described in Part VII, Question 2 of the Summary Plan Description. However, if the Beneficiary is not the Participant's Spouse, the direct rollover must be made to an individual retirement account and not to an employer's plan."

Please read the Summary Plan Description of the SoftBank Inc. 401(k) Plan for additional details concerning distributions, and other terms, limitations and conditions of the Plan.

**SUMMARY OF MATERIAL MODIFICATIONS TO THE  
SUMMARY PLAN DESCRIPTION OF THE  
SB US 401(K) PLAN  
(Formerly Known As SoftBank Inc. 401(k) Plan)**

The purpose of this Summary of Material Modifications to the Summary Plan Description of the SB US 401(k) Plan (formerly known as the SoftBank Inc. 401(k) Plan) is to summarize for you important changes in the administration and operation of the Plan. These changes are effective on July 20, 2023.

1. The name of the Plan has been changed to “SB US 401(k) Plan”. Therefore, each reference in the Summary Plan Description to “SoftBank Inc. 401(k) Plan” is deleted, and replaced by “SB US 401(k) Plan”.

2. The Plan Sponsor and Plan Administrator are SB Investment Advisers (US) Inc. Prior to July 20, 2023, SoftBank Inc. was the Plan Sponsor and Plan Administrator. This change does not otherwise impact the terms or operation of the Plan. On page 1 of your Summary Plan Description, the Plan Sponsor and Plan Administrator sections are revised to read as follows:

**Plan Administrator:** SB Investment Advisers (US) Inc.  
300 El Camino Real  
Menlo Park, CA 94025  
(650) 562-8100

**Plan Sponsor:** SB Investment Advisers (US) Inc.  
300 El Camino Real  
Menlo Park, CA 94025  
(650) 562-8100

Each reference in the Summary Plan Description to “SoftBank Inc.” in its capacity as Plan Sponsor or Plan Administrator is deleted, and replaced by “SB Investment Advisers (US) Inc.”

3. The definition of Compensation that is used to compute employee and employer contributions to the Plan has been modified to exclude certain payments for equity interests in Berkshire Grey, Inc. Therefore, Part III.F, Question 1 of your Summary Plan Description is revised by adding the following language to the second paragraph:

“Compensation does not include any amount paid or payable on or after July 20, 2023 to an Employee of Berkshire Grey, Inc. on account of restricted stock units, stock options, or other equity interests that were awarded prior to July 20, 2023, or any converted cash awards or other awards issued in exchange for those restricted stock units, stock options, or other equity interests.”

Please read the Summary Plan Description of the Plan for a description of the other material terms, limitations and conditions of the Plan.