

MetLife 401(k) Plan

Summary Plan Description

Effective January 1, 2022

METLIFE 401(k) PLAN

Summary Plan Description (SPD)

This Summary Plan Description contains Plan provisions as of January 1, 2022.

INTRODUCTION	3
Purpose	3
Contact Information	3
Plan Changes Effective January 1, 2022	3
PLAN OVERVIEW	4
ELIGIBILITY AND ENROLLMENT	4
Who Is Eligible	4
Automatic Enrollment in the Plan	5
HOW THE PLAN WORKS	6
Contributions to the Plan	6
Your Contributions	6
Automatic Contribution Increases	6
Employee Contribution Types	7
Voluntary Retirement Savings Account (VRSA)	9
Company Matching Contributions	9
Rollover or Transfer Contributions	10
Vesting or Vested	10
YOUR INVESTMENT CHOICES	10
Default Investment Fund	10
Core Funds	10
Self-Directed Account	11
Your Fund Allocations	12
MetLife Insider Trading Policy	12
HOW YOUR ACCOUNT IS VALUED	12
HOW YOUR ACCOUNT IS PAID	13
Withdrawals	13
Loans	15
Distributions	17
Deferring Distribution (for Deferred Vested Plan Participants)	18
Automatic IRA Rollover for Accounts \$5,000 or Less	18
Order in Which Funds are Withdrawn or Distributed	18
DISTRIBUTION OPTIONS	19
Single Sum Distribution Option	19
Partial Distribution Option	19

Annuity Options	19
Importance of Marital Status	20
Installment Option	20
Required Minimum Distributions	20
INCOME TAX CONSIDERATIONS	24
Ordinary Income Tax	24
Additional Taxes	25
Rollovers	25
Tax Averaging	26
KEY TERMINOLOGY	27
HOW LIFE EVENTS AFFECT PARTICIPATION	33
When Your Employment Ends	33
If You Take a Leave of Absence	33
If You Become Disabled Under a Company-Sponsored Disability Plan	34
If You are on a Military Leave of Absence	34
If You Transition from a Full-time to a Part-time or Variable Employee	35
If You Are Reemployed	35
If You Die	35
OTHER PROVISIONS	36
Your Beneficiary	36
Qualified Domestic Relations Orders	37
Delivery of Notices and Statements	37
Plan Administrator's Authority to Suspend Processing of Loans, Withdrawals and Distributions	37
Assignment of Benefits	38
Alternate Plan Provisions	38
Application of Forfeitures	38
Statement of the Company's Rights	38
Statement of the Participant's Responsibility	39
ADMINISTRATIVE DETAILS ABOUT THE PLAN	40
Plan Administrator and Agent for Legal Process	40
Employer Identification Number	41
Plan Year	41
Plan Name and Number	41
Type of Plan and Funding	41
If the Plan Is Terminated	41
STATEMENT OF EMPLOYEE RIGHTS UNDER ERISA	42
Receive Information about Your Plan and Benefits	42
Prudent Action by Plan Fiduciaries	42
Enforcing Your Rights	43
Assistance with Your Questions	43
Statement of Employee Investment Rights and Responsibilities Under ERISA	43
ERISA Claims Procedures	43

INTRODUCTION

Purpose

This description of the MetLife 401(k) Plan (“Plan” or “401(k) Plan”) is the Summary Plan Description (SPD) for the Plan. The purpose of this SPD is to explain how the Plan works and to provide you with general information about who is eligible, how to enroll, events that can affect coverage, administrative information and your rights as a Participant in the Plan.

This SPD is a summary of the key provisions of the Plan as of January 1, 2022. This SPD may be periodically updated or revised in a Summary of Material Modifications (SMM). Complete details, terms and conditions relating to each element of the Plan are contained in the official Plan documents and contracts governing the Plan; the specific provisions and language of these documents will govern in every respect and instance.

Contact Information

You are responsible for using this SPD and other resources provided to you to understand the Plan. Please note that this description is not all inclusive. When you have questions about the Plan, or for up-to-date and personalized information:

- Access the Your Retirement Benefits website via MyHR (for active Employees) or directly at yourretirementbenefits.net/metlife.
- Contact the Retirement Benefits Service Center at 800-677-5678, where representatives are available between 8 am and 6 pm Eastern Time Monday through Friday. For inquiry only, the automated telephone system is available 24 hours a day Monday through Saturday and after 1 pm Eastern Time on Sunday.
- For active Employees only, MyHR displays personalized benefit information on the Total Compensation and Benefits Statement.

MetLife 401(k) Plan Account Statements describe your Plan investments, including the value of your Core Fund and Self-Directed Account investments. If you are an active Employee of MetLife, annual statements will be sent to you electronically. If you are not an active Employee of MetLife, annual statements will be mailed to you at your preferred home mailing address. You can also request statements via the Your Retirement Benefits website.

Plan Changes Effective January 1, 2022

This SPD is updated with changes made to the 401(k) Plan effective January 1, 2022. These changes include:

- The termination of certain MetLife guaranteed annuity contracts under which certain Core Funds were offered, and the transfer of those Core Funds to a trust fund.
- The termination of Bank of New York Mellon as the trustee that holds certain Plan assets, and the appointment of The Northern Trust Company as a successor Trustee.
- The appointment of an independent fiduciary to manage certain Core Funds.

Capitalized terms throughout this Summary Plan Description (SPD) are defined or explained in more detail in the “Key Terminology” section of this SPD.

PLAN OVERVIEW

- The 401(k) Plan provides a way for you to save for retirement through payroll deductions. To help your savings grow, the Company matches some of your contributions.
- If you are an Eligible Employee, you can make Employee Contributions to the Plan, in any combination of Before-Tax 401(k) Savings Contributions, Roth 401(k) Savings Contributions and/or After-Tax Savings Contributions. Each type of contribution is subject to different taxation and withdrawal rules.
- You can contribute from 3% to 45% of your eligible pay to the Plan unless you are considered a Highly Compensated Employee. If you are a Highly Compensated Employee, you can contribute between 3% and 16% of your eligible Pay to the Plan each pay period, in combined Before-Tax 401(k) Savings Contributions, Roth 401(k) Savings Contributions and/or After-Tax Savings Contributions. Only up to 11% of your contributions can be After-Tax Savings Contributions.
- If you are newly employed or reemployed by the Company in 2019 or later, and do not make a positive election to contribute to the Plan when you become eligible, you will be Automatically Enrolled in the Plan, to make Before-Tax 401(k) Savings Contributions at an initial rate of 5% of eligible Pay. If you are Automatically Enrolled, your contributions will be invested in the Default Investment Fund, and your contribution rate will be automatically increased by 1% per year up to a target rate of 15%. If you are Automatically Enrolled, you may elect a different Employee Contribution rate or investment election, or choose to stop contributing to the Plan, at any time.
- Beginning with your first Employee Contribution to the Plan, the Company makes a Company Matching Contribution equal to 100% of the first 3% of eligible Pay you contribute, plus 50% of the next 2% of eligible Pay you contribute, for each pay period in which you contribute at least 3% of your eligible Pay.
- You can choose amongst ten investment options – nine Core Funds and the Self-Directed Account – for investing the money in your account. These choices offer different potential for risk and return.
- You are immediately 100% Vested in your Employee Contributions and their earnings.
- If you are an Eligible Employee on or after January 1, 2019, you are immediately 100% Vested in your Company Matching Contributions and their earnings. If you are a Deferred Vested Plan Participant who left the Company prior to January 1, 2019, you are subject to the Plan's Vesting rules that were in effect at the time your employment with the Company Terminated.
- If you are an Eligible Employee or an employee of an Affiliated Company, you may be able to take loans and/or in-service withdrawals from your Plan account.
- You may take distributions from your account when you leave the Company, die or become Disabled. You have several options for receiving your funds, including a single sum distribution, partial distribution, annuities, installment payments or required minimum distributions beginning at age 72.

ELIGIBILITY AND ENROLLMENT

Who Is Eligible

You are eligible to participate in the Plan on your first day of employment if you are an employee of the Company on a United States based payroll ("Eligible Employee") who is regularly scheduled to work 1,000 hours or more in a year*. Otherwise, you are eligible to participate in the Plan on the first day of the month following the date you complete one Year of Service by actually working 1,000 hours or more in a 12-month period as an Eligible Employee. However, the following groups of individuals are not Eligible Employees and are therefore **not** eligible to participate in the Plan:

- Individuals who are not classified by the Company as Employees, including but not limited to individuals who are classified by the Company as independent contractors, consultants, or as seasonal, occasional, limited duration, leased, provisional, or temporary Employees.
- Employees who were full-time life insurance salespersons in the career agency of GenAmerica Corporation, its subsidiaries and/or affiliates, as of December 31, 2000 and who have not subsequently become Eligible Employees, as defined under “Key Terminology” in this SPD;
- Individuals performing services for the Company under a leasing agreement between such Company and a third party;
- Employees classified as cooperative students or interns and whose first day of employment with the Company was on or after January 1, 2008; and
- Residents of Puerto Rico

** If you are a variable Employee, generally scheduled to work less than 1,000 hours per year, you may be eligible to participate in the Plan under certain conditions. See the definition of Eligible Employee under “Key Terminology” for more information.*

Automatic Enrollment in the Plan

Shortly after your employment or reemployment begins, you will receive Plan information about your eligibility to enroll in the Plan and instructions on accessing your account, making contribution elections and making investment choices. If your date of employment or reemployment is on or after January 1, 2019, you will automatically be enrolled to contribute 5% of your eligible Pay **unless, within 60 days of receiving the notice, you elect not to contribute to the Plan.** If you are Automatically Enrolled:

- 1) you will be making Before-Tax 401(k) Savings Contributions (via payroll deduction) at a rate of 5% of eligible Pay.
- 2) your contributions will automatically increase by an additional 1% per year until your contribution rate reaches 15%.
- 3) your account will be invested in the Default Investment Fund described in the “Your Investment Choices” section.

If you were employed or reemployed before January 1, 2019, you were not Automatically Enrolled in the Plan, and you must enroll and make your own contribution and investment choices.

You may, at any time, elect to contribute more or less to the Plan than the rate that is automatically set for you. You may also elect to make Before-Tax 401(k) Savings Contributions, Roth 401(k) Savings Contributions, and/or After-Tax Savings Contributions. If you actively make a contribution election, you can also choose whether or not to automatically increase your rate in future years. Additionally, you may change your investment elections for future contributions or request transfers between funds (subject to certain limits described in the “Your Investment Choices” section) at any time. If you elect not to contribute when you first become eligible, you may enroll at any time in the future and your contributions will begin with the next available payroll.

If you are Automatically Enrolled in the Plan on or after January 1, 2020, you will have 90 days after the date of your first payroll deduction to elect to “opt out” of the Plan and request a full refund of any Before-Tax 401(k) Savings Contributions that were automatically deducted from your paycheck, including applicable investment earnings. Any refunds requested under this option will be subject to taxation in the year distributed but will not be subject to early withdrawal penalties. Company Matching Contributions and applicable investment earnings on refunded amounts will be forfeited. If you elect to opt out of the Plan, you may begin contributing at any time in the future. You can elect to opt out of the Plan by accessing the Your Retirement Benefits website or by calling the Retirement Benefits Service Center at 800-677-5678. To request a refund of contributions already made, you must speak with a representative in the Retirement Benefits Service Center. **Note:** Refunds of contributions are not available if you actively elected to contribute to the Plan, or if you were Automatically Enrolled in 2019 and later choose not to contribute; and your ability to withdraw your Before-Tax 401(k) Savings Contributions or Company Matching Contributions will be limited by the Plan’s withdrawal options described in the “Withdrawals” section of this SPD.

To make or change your contribution elections or investment choices, access the Your Retirement Benefits website or call the Retirement Benefits Service Center at 800-677-5678.

HOW THE PLAN WORKS

The following Plan provisions apply to Eligible Employees only.

Contributions to the Plan

If you are eligible and you affirmatively elect to contribute to the Plan, you generally begin making contributions to your 401(k) Plan account immediately following employment. If you do not affirmatively elect to contribute, but begin making contributions due to Automatic Enrollment, you will generally begin making contributions to your 401(k) Plan account approximately 60 days following the start of your employment. You will receive Company Matching Contributions for each pay period in which you contribute the minimum Employee Contribution.

Your Contributions

Your contributions are deposited into your account each pay period, through payroll deduction. Here's how you can contribute:

- If you are newly employed or reemployed in 2019 or later, you have the choice to 1) continue to make the Before-Tax 401(k) Savings Contributions at the rate set for you via Automatic Enrollment, or 2) actively elect at any time to contribute Before-Tax 401(k) Savings Contributions, Roth 401(k) Savings Contributions and/or After-Tax Savings Contributions, or 3) elect not to participate in the Plan by choosing "Start Saving Now" under "401(k) Plan" from the MetLife Retirement Benefits drop-down menu on the Your Retirement Benefits website, and clicking "Decline."
- If you were newly employed or reemployed in 2018 or earlier, you were not Automatically Enrolled in the Plan, and must choose your own contribution rates and investment choices.
- You can contribute from a minimum of 3% up to a maximum of 45% of your Pay to participate in the Plan, subject to the limits described in "Annual IRS Limits to Your Contributions" below. The 45% Plan limit applies individually to each MetLife paycheck you receive, not to your total eligible compensation for the calendar year.
- If you are considered a Highly Compensated Employee, you can contribute between 3% and 16% of your eligible Pay to the Plan each pay period, in combined Before-Tax 401(k) Savings Contributions, Roth 401(k) Savings Contributions and/or After-Tax Savings Contributions. Only 11% of your contributions can be After-Tax Savings Contributions. For 2022, you are considered highly compensated if your Testing Compensation from the Company for 2021 was more than \$130,000. See the definition for Testing Compensation in the "Key Terminology" section.
- If contributions are scheduled for a date that is not a business day, those contributions are invested in the Core Funds as of the immediately preceding business day. A business day is any day that the New York Stock Exchange is open for business.
- You can invest your contributions in a combination of any of the nine available Core investment funds.
- Once you have decided how much you want to contribute, you also need to decide what type of contributions you will make – Before-Tax 401(k) Savings Contributions, Roth 401(k) Savings Contributions, After-Tax Savings Contributions or any combination of the three.

Automatic Contribution Increases

- If you are Automatically Enrolled in the Plan and do not make an affirmative election to change your contribution rate from the one set for you by Automatic Enrollment, your rate will increase by 1% annually until your contribution rate reaches a target rate of 15%. If you affirmatively elect a contribution rate or automatic increase, your election will override the Automatic Enrollment rate increases.

- If you make your own election to contribute to the Plan, you can also elect to have your contribution rate automatically increased, or “escalated” each year. You can choose the percentage your rate should be increased each year and the maximum (target) rate you wish to contribute, up to the Plan maximum.
- If you 1) were Automatically Enrolled or 2) made your own automatic increase election on or before August 31, 2019, your first contribution rate escalation will be effective April 1, 2020, and on each April 1 thereafter until your contribution rate reaches the total target rate (or you change your contribution rate election.)
- If you 1) were Automatically Enrolled or 2) made your own automatic increase election on or after September 1, 2019, your first contribution escalation will be effective on the first business day of the month after the first anniversary of your Automatic Enrollment date, or your automatic increase election date, and annually thereafter until your contribution rate reaches the target rate. If you change your contribution election, your future rate escalations will be effective based on the anniversaries of your latest rate election date.

Employee Contribution Types

Before-Tax 401(k) Savings Contributions – These contributions are deducted from your Pay before federal income tax and most state income taxes (except Pennsylvania) are withheld. Therefore, the impact on your paycheck of Before-Tax 401(k) Savings Contributions will generally be less than the full amount of your contributions. The value of these contributions and their investment earnings are not subject to the respective taxes until they are paid to you, an alternate payee, or your Beneficiary(ies). However, Before-Tax 401(k) Savings Contributions are subject to FICA (Social Security and Medicare) taxes and to some local taxes, and these are withheld from your Pay.

Roth 401(k) Savings Contributions – These contributions come from your Pay after all federal, state, and FICA taxes have been withheld. The amounts you contribute, along with any investment earnings, are tax-free if they are paid to you, an alternate payee, or your Beneficiary(ies) as a qualified distribution. To be qualified, the first Roth contribution must be at least 5 years old, and the distribution must occur after the Participant reaches age 59½, or due to death or Disability.

After-Tax Savings Contributions – These contributions come from your Pay after all federal, state and FICA taxes have been withheld. The investment earnings will be subject to taxation when they are paid to you, an alternate payee, or your Beneficiary(ies). The amount of your original contributions is not taxable when paid to you.

You can make Before-Tax 401(k) Savings Contributions, Roth 401(k) Savings Contributions and/or After-Tax Savings Contributions or any combination of the three.

Example:

Suppose your Pay is.....\$50,000
 You decide to save 6% of that, or\$ 3,000

Of the \$3,000 you save, you may then decide to set aside:

4% Before-Tax 401(k) Savings Contribution\$ 2,000
 1% Roth 401(k) Savings Contribution.....\$ 500
 1% After-Tax Savings Contribution.....\$ 500

Annual IRS Limits to Your Contributions

- The IRS limits the amount you can save on a combined Before-Tax 401(k) Savings Contribution basis and/or Roth 401(k) Savings Contribution basis each year. The annual maximum is \$20,500 for 2022 and is adjusted periodically.

- Note: The sum of any Before-Tax 401(k) Savings Contributions and/or Roth 401(k) Savings Contributions you may have made to another employer's plan and to MetLife's 401(k) Plan in the same calendar year cannot exceed the annual contribution maximum. If during the calendar year you contribute to more than one qualified 401(k) plan or you make salary reduction contributions to a tax-sheltered annuity described in section 403(b) of the Internal Revenue Code, you need to keep track of these combined annual contributions. You may need to either limit your 401(k) contributions to MetLife's Plan for the remainder of the year or request a refund of a portion of Before-Tax 401(k) Savings Contributions and/or Roth 401(k) Savings Contributions from either plan, so that the annual maximum is not exceeded. You can also elect to make After-Tax Savings Contributions to the MetLife 401(k) Plan, which are not applied to the annual 401(k) contribution maximum. If your total annual 401(k) contributions exceed the annual IRS limit and you want to receive a distribution of any excess contributions from the MetLife 401(k) Plan, you must submit your request along with required documentation to the Retirement Benefits Service Center. Total contributions to your account in any year, excluding catch-up contributions and Rollover contributions, may not exceed the lesser of:
 - 100% of Testing Compensation, or
 - \$61,000 for 2022 (subject to future adjustments for inflation). Included in total contributions are your Before-Tax 401(k) Savings Contributions, Roth 401(k) Savings Contributions and/or After-Tax Savings Contributions, as well as Company Matching Contributions.
- To comply with IRS nondiscrimination requirements, the Plan limits the amount that Highly Compensated Employees can contribute. For 2022, you are considered by the IRS to be highly compensated if your Testing Compensation for 2021 was more than \$130,000.
- If you are considered highly compensated, the most you can contribute to the Plan is 16% of your Pay of which no more than 11% of your contributions can be After-Tax Savings Contributions.
- The IRS limits the amount of your Pay on which contributions (other than catch-up contributions) can be made. This limit is \$305,000 for 2022 and is generally adjusted annually.

Once your Before-Tax 401(k) Savings Contributions and/or Roth 401(k) Savings Contributions reach the maximum contribution limit within the Plan, future contributions in that year will automatically be made to your account as After-Tax Savings Contributions for you to continue to receive a Company Matching Contribution.

Changing How Much You Contribute

The Plan allows you to change how much you contribute at any time by:

- Changing the percentage you are contributing; or
- Starting or stopping your contributions

These changes are processed with the next available payroll cycle.

Catch-up Contributions

If you will be age 50 or older any time during the calendar year, you can elect to make catch-up contributions to the Plan throughout the year. In 2022, you can contribute up to \$6,500 of additional combined Before-Tax 401(k) Savings Contributions and/or Roth 401(k) Savings Contributions, above the lesser of:

- the combined Before-Tax Savings Contribution and/or Roth 401(k) Savings Contribution maximum contribution limit of \$20,500 in 2022; or
- any other maximum that may apply to you (for example, if you are a Highly Compensated Employee and are subject to the 16% Before-Tax Savings Contribution, Roth 401(k) Savings Contribution and/or After-Tax Savings Contribution limit, of which only up to 11% of your contributions can be After-Tax Savings Contributions).

Your catch-up contribution is specified as a separate dollar amount *per pay period*. To keep up with increases in the maximum amount, you may need to adjust the amount of your contributions accordingly. Catch-up contribution elections automatically restart each year. If your net pay after other

deductions is less than your catch-up election for a given paycheck, then no catch-up deduction will be taken from that paycheck.

You must have combined Before-Tax 401(k) Savings Contribution, Roth 401(k) Savings Contribution and/or After-Tax Savings Contribution rates of at least 5% of Eligible Pay to be eligible to make catch-up contributions.

Catch-up contributions are not eligible for Company Matching Contributions.

Note: If your total Before-Tax 401(k) Savings Contributions and/or Roth 401(k) Savings Contributions do not reach the \$20,500 limit, the 45% limit (in the case of a non-highly compensated Employee), or the 16% limit (in the case of a Highly Compensated Employee), your catch-up contributions will be re-characterized as regular (i.e., non-catch-up) Before-Tax 401(k) Savings Contributions and/or Roth 401(k) Savings Contributions. You will not receive Company Matching Contributions on any re-categorized amounts.

Voluntary Retirement Savings Account (VRSA)

If you made tax-deductible contributions before 1987 to either the VRSA or the former GenAm VDEC (now referred to as VRSA) and had an existing account balance under the VRSA as of August 31, 2002, your VRSA was integrated into the MetLife 401(k) Plan on September 1, 2002. Your transferred VRSA balance is shown on the Your Retirement Benefits website as a separate source of funds.

The VRSA portion of your account may be invested in any of the available Core Funds. Money can be transferred among the investments and is available for withdrawals and distributions. Fund transfers, withdrawals and distributions from your VRSA account must be requested separately. Reallocations of your existing account balances do not include your VRSA account.

Company Matching Contributions

Beginning with your first Employee Contribution to the Plan and for each pay period in which you contribute the minimum Employee Contribution, the Company makes a Matching Contribution of 100% of the first 3% of eligible Pay you contribute, plus 50% of the next 2% of eligible Pay you contribute. Your Company Matching Contributions are generally credited to your account on the same date your Employee Contributions are deducted from your paycheck.

Your Contribution	Company Matching Contribution
3%	3%
4%	3.5%
5% or more	4%

This example assumes that you make Employee Contributions with each eligible paycheck:

If your Pay is \$50,000 and you save 5%, or	\$2,500
MetLife's matching contribution of 4% will be	\$2,000
And the total contributions for the year will be	\$4,500

Company Matching Contributions are allocated to the investment funds in the same manner as you direct the investment of your Employee Contributions. The Company Matching Contributions are fully Vested if you are an Eligible Employee on or after January 1, 2019. Deferred Vested Plan Participants who Terminated prior to January 1, 2019 are subject to the Plan's Vesting requirements in effect at the time of their Termination.

Rollover or Transfer Contributions

If you receive an eligible distribution from a former employer's qualified retirement and/or savings plan, traditional individual retirement account (IRA) (except to the extent you have made any nondeductible contributions), 403(b) tax-sheltered annuity or governmental 457(b) plan, you may be able to **"roll over"** or transfer all or part of those funds to the Plan subject to the approval of the Plan Administrator. In this way, you can continue to defer paying taxes on the taxable portion of your Rollover. **Please note you must be an Eligible Employee to roll over funds to the Plan.**

Your Rollover contributions cannot be initially invested in the Self-Directed Account (SDA). For more information about Rollover contributions, consult your tax advisor.

Vesting or Vested

Vesting or Vested means you have a legal, non-forfeitable right to all or a portion of the value of your account. Vesting works this way:

- You are immediately 100% Vested in your own contributions and their earnings.
- You are immediately 100% Vested in your Company Matching Contributions if you are an Eligible Employee on or after January 1, 2019.
- If you are a Deferred Vested Plan Participant who Terminated employment before January 1, 2019, you are subject to the Vesting rules of the Plan at the time you Terminated employment. In 2018, Vesting of Company Matching Contributions and their earnings began at 25% after two Years of Service and increased 25% per year so that after five Years of Service, Participants became 100% Vested.

YOUR INVESTMENT CHOICES

The MetLife 401(k) Plan includes nine Core investment funds and a Self-Directed Account investment option.

Default Investment Fund

If contributions, loan repayments, or other transfers to the Plan are made on your behalf, or you are Automatically Enrolled to make contributions to the Plan, and you do not make a separate election regarding the investment of your contributions, your investment direction will be initially set as 100% to the Balanced Index Fund, which is designated as the Default Investment Fund.

Core Funds

If you are an Eligible Employee, you can invest your new contributions and loan repayments in any combination of Core Funds. The Core Funds are selected by the Plan Administrator, and the Company's Benefit Plans Investment Advisory Committee (or a separate independent fiduciary selected by the Plan Administrator) is responsible for selecting and monitoring the investment managers for the Core Funds. Your investment direction can be in multiples of 1% and must total 100%. The same investment direction is used for all contribution types except Rollovers. If you do not make an election regarding the investment of your contributions, your Rollover contribution will be contributed to the Default Investment Fund.

For more information regarding the Core Funds, refer to the Fund Performance tab of the Investment Summary page on the Your Retirement Benefits website; or the MetLife 401(k) Plan Investment Returns and Fund Descriptions located on the Plan Resources page of the Your Retirement Benefits website or

Beginning December 1, 2018, the MetLife Company Stock Fund no longer accepted new investments (including contributions, loan repayments and in-bound fund transfers); and at market close on August 30, 2019, any remaining balances in the MetLife Company Stock Fund, RGA Frozen Fund and Brighthouse Financial Frozen Fund were transferred into the MetLife Balanced Index Fund.

as an insert at the back of the printed copy of this SPD. You can learn more about the Plan's fund fees and expenses in the MetLife 401(k) Plan Annual Fee Disclosure Statement on the Your Retirement Benefits website.

Self-Directed Account

The Self-Directed Account (SDA) is another investment option available under the Plan. The SDA works like a personal brokerage account by providing Participants with direct access to a wide variety of mutual funds that are available to the public through many well-known mutual fund families. The SDA Broker is Alight Financial Services. The SDA is intended for Participants who are knowledgeable about mutual funds, follow the financial markets regularly, and are willing to take the time and pay the fees, if any, associated with investing in the SDA. You should consult the fund prospectus for any investment you make in the SDA for a complete description of its terms.

The SDA platform is provided through Alight Financial Services, a broker-dealer subsidiary of Alight Solutions and member FINRA/SIPC, and Pershing LLC, the clearing broker/dealer for Alight Financial Solutions. The Northern Trust Company is the trustee for the SDA.

A \$20.00 quarterly maintenance fee will be charged each calendar quarter for Participants with an account balance in the SDA. The quarterly maintenance fee will be charged against Participant accounts with SDA balances as of the business day prior to the last business day of each calendar quarter and deducted from the non-SDA Funds on the last business day of the calendar quarter. Depending upon the investments purchased and sold in the SDA, other commissions and fees may apply and will be charged within your SDA.

Mutual Fund/Clearing Broker Restrictions on Transfers in Self-Directed Account

It is important for you to read the prospectus for any mutual fund in which you invest assets under the SDA. Some of these prospectuses describe limitations and penalties imposed when excessive or frequent trading, as defined by the mutual fund, occur within the fund or fund family. These limitations may include prohibition of future investment in the mutual fund or the fund family of which it is a part, for a specified period of time. Pershing, the clearing broker of the SDA, also imposes trading restrictions in instances of excessive trading which could include a prohibition on further investments in the SDA. If you have been found by a mutual fund or the clearing broker to have triggered these restrictions, the mutual fund or clearing broker will inform the Plan Administrator or the SDA broker of the restriction and its effective dates. The Plan Administrator or the SDA broker will in turn advise you of the imposed restrictions.

Rules Regarding the Self-Directed Account

- Money moves into the SDA only by transfer of existing monies from the Core Funds. Transfers between the Core Funds and the SDA are processed on a daily basis and are subject to the total limit of 4 transfers per month described in the "Your Fund Allocations" section of this SPD.
- You may invest up to 50% of your total account balance in the SDA. Your initial transfer from the Core Funds into the SDA must be a minimum of \$5,000. Any subsequent transfers from your Core Funds into your SDA must be at least \$1,000.
- Transfers into and out of the SDA can be specified as a percentage or a dollar amount.
- New contributions to the Plan cannot be invested directly into the SDA.
- You may transfer money from your SDA into the Core Funds. These transfers are processed on a daily basis and are subject to the total limit of 4 transfers per month described in the "Your Fund Allocations" section of this SPD. There is no minimum or maximum amount you are required to transfer.

If you have an SDA account, you will receive quarterly statements from Pershing/Alight Financial Services showing your mutual fund share holdings, total asset value and closing value for each of your fund holdings. If during a calendar month you bought or sold mutual fund shares or have an open order

to buy or sell such shares, you will receive a statement shortly after the end of the month from Pershing/Alight Financial Services reflecting those trades or open orders.

Your Fund Allocations

Investment Direction of Future Contributions

If you are an Eligible Employee, you can make unlimited changes in the investment direction of your future contributions, Company Matching Contributions and loan repayments. These changes will be made on the next available payroll. The same investment direction is used for your contributions, your Company Matching Contributions and loan repayments, if any. You may elect a separate investment direction for Rollover contributions. Note that changes to your investment direction of future contributions have no impact on the investment allocation of your existing plan balances.

Fund Transfers and Reallocations

Four times per month you can transfer or reallocate your current balances among the available funds, including transfers to and from the SDA. Transfers can be requested either in percent or dollar amounts. Transfers and reallocations are subject to the following limitations:

- A 2% redemption fee will be charged to Participants who transfer money out of the International Equity Fund *within 30 calendar days of transferring that money into the fund*. This fee applies only to the International Equity Fund, and solely to amounts attributable to *transfers and reallocations* into the fund; it does not apply to contributions made to the fund during the previous 30 days. A Participant will be treated as electing to transfer monies from the International Equity Fund on a first-in, first-out basis. Any collected fees will be applied to fund assets so as to increase the unit value(s) of the International Equity Fund from which the Participant elected to transfer.

Account balances are generally updated by the next business day and account transactions are processed on a daily basis. Transfer requests are processed in accordance with administrative practice and will be completed as soon as administratively practicable after the request is submitted. However, if your transfer request is submitted before 4:00 pm Eastern Time, it will generally be processed based on the unit value as of the close of business on that same business day.

If you request a transfer among the Core Funds and a transfer to or from the SDA on the same day, the Core Fund transfer will generally be processed first, followed by the SDA transfer.

Note: To the extent that you exercise control over the investment of your account balance, you will be deemed a "named fiduciary" for purposes of ERISA.

MetLife Insider Trading Policy

All Employees are required to comply with the MetLife Insider Trading Policy in any of their Plan transactions, including the obligation not to trade in MetLife securities (including the Plan's MetLife Company Stock Fund) while the Employee knows material, non-public information about MetLife.

In addition, any Participants who have been notified by the MetLife, Inc. Corporate Secretary that they are subject to Section 16 of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), may be further restricted and should contact the Corporate Secretary's Office for guidance.

HOW YOUR ACCOUNT IS VALUED

When you invest in one or more of the Core Funds, you share in the investment performance of those funds. To determine how much your investment in each Core Fund is worth, the fund is divided among all Participants by means of "units."

Your contributions and those from the Company are used to buy these units. The number of units purchased at any given time depends on the amount of money invested and the value of a unit in a

particular fund at that time. For instance, if the value of a unit is \$20 and you invest \$1,000, you would buy 50 units. The closing unit value of the fund on the effective date of your contribution is used to determine the number of units you purchase.

The unit value is the current price of one unit. It is calculated this way:

$$\begin{array}{c} \text{The value of the fund at the end of each business day} \\ \textbf{divided by} \\ \text{The number of units owned by all Participants on that day} \\ \textbf{equals} \\ \text{The unit value} \end{array}$$

For example, if the total value of the fund at the end of a business day is \$1,000,000 and Participants own a total of 50,000 units, then the unit value is \$20 ($\$1,000,000/50,000$). And once again, if you own 50 units, then the value of your units would be \$1,000 ($\20×50).

The number of units you own changes only when:

- a contribution or loan repayment is made to your account;
- you request a transfer between the Core Funds or into or out of the SDA; or
- you make a withdrawal or take a loan.

A change in the value of the fund has no effect on the **number** of units you own. It affects only the **value** of your units. The unit value is also referred to as the Net Asset Value (NAV) or fund price. The value of the units in each Core Fund usually changes over time:

- For the **Fixed Income Fund**, the unit value will generally increase because your principal is invested in guaranteed investment contract alternatives or other similar contracts. A fixed rate of interest is credited each day.
- The unit values of the other funds can go up or down since the funds consist primarily of securities which may fluctuate in value.

If you have an SDA account, you will receive periodic statements from Pershing/Alight Financial Services. The statements show your mutual fund share holdings, total asset value and closing value for each of your fund holdings.

HOW YOUR ACCOUNT IS PAID

You can receive money from your Plan account through withdrawals, loans and distributions. New loans are not available to Deferred Vested Plan Participants.

Because tax laws are complex and subject to change, it is very important that you seek the advice of a tax specialist before you decide how to receive money from your account.

Withdrawals

The following information applies to Eligible Employees and Employees of an Affiliated Company.

You may be able to make cash withdrawals from your account. However, because the Plan is intended primarily for retirement savings, some penalties and restrictions required by the IRS on withdrawals may apply.

Following are additional Plan rules surrounding withdrawals:

- Withdrawals are limited to no more than three per calendar year (not including hardship withdrawals). You can request that a withdrawal be made only from Roth or only from non-Roth funds. A Roth and a non-Roth withdrawal made on the same day will count as one against the limit of three withdrawals per calendar year.

- The minimum amount that can be withdrawn is \$250 or the full value of your account if it is less.
- Withdrawals cannot be made directly from your SDA. Only monies invested in the Core Funds will be available for withdrawal. (However, balances in your SDA may be used in calculating the amount of money available for withdrawal.) Therefore, you may need to transfer money from your SDA into your Core Funds before your withdrawal can be processed.
- Withdrawals requested on any business day before 4:00 pm Eastern Time will generally be processed based on the unit value(s) as of the close of business on that same day. A withdrawal generally will be processed and paid via Electronic Fund Transfer (EFT) or a mailed check within three to five business days after the request is received.
- Withdrawals taken from your after-tax account balance may be partially taxable based on the portion of your after-tax account that is attributable to investment earnings.
- You can make three withdrawals per year from the VRSA portion of your Plan account in addition to the three annual withdrawals allowed from the non-VRSA portion of your account. The minimum amount that may be withdrawn is \$250 or the full value of your VRSA portion if it is less. You can withdraw the entire VRSA portion of your account at any time.

Fixed Income Fund Specific Withdrawals

While withdrawals generally reduce your Plan fund balances on a proportionate basis, you may request that a withdrawal from your account reduce only the balance in your Fixed Income Fund, if any. You can request this type of withdrawal by speaking with a representative in the Retirement Benefits Service Center.

Financial Hardship Withdrawals

The following information applies to Eligible Employees and Employees of an Affiliated Company.

If you are less than age 59½, the value of your Post-2019 Company Matching Contributions, Before-Tax 401(k) Savings Contributions, prior plan before-tax contributions, Roth 401(k) Savings Contributions, prior plan Roth and Roth Rollover contributions, if any, and their pre-January 1, 1989 earnings are eligible for withdrawal only in cases of financial hardship. Earnings on Before-Tax 401(k) Savings Contributions and Roth 401(k) Savings Contributions made on or after January 1, 1989 are not available for a hardship withdrawal.

Hardship withdrawals may be made only for the following reasons:

- To pay college tuition, related educational fees and room and board expenses for the next 12 months of post-secondary education for you, your spouse, your children, your dependents (generally as defined for income tax purposes by Internal Revenue Code Section 152) or your primary Beneficiary(ies) under the Plan.
- To buy a principal residence (this does not include regular mortgage payments).
- To pay for uninsured medical expenses or amounts necessary to obtain medical care or to pay for medical care expenses that have been incurred for you, your spouse, your children, your dependents (generally as defined for income tax purposes by Internal Revenue Code Section 152) or your primary Beneficiary(ies) under the Plan.
- To prevent foreclosure on the mortgage of or eviction from your principal residence.
- To pay funeral or burial expenses for your parent, your spouse, your children, your dependents (generally as defined for income tax purposes by Internal Revenue Code Section 152) or your primary Beneficiary(ies) under the Plan.
- To pay certain unexpected expenses to repair damage to an Employee's principal residence arising from fire, storm or other casualty that would qualify for the federal casualty loss deduction (without regard to whether the loss exceeds 10% of the Participant's, spouse's or dependent's adjusted gross income).
- You can elect to increase the amount of a hardship withdrawal by an additional percentage estimated to cover taxes and penalties on the taxable portion of your hardship withdrawal.

The law requires you to document a financial hardship before the Company can authorize a hardship withdrawal. The withdrawal must be for one of the immediate and heavy financial needs mentioned above and must be for only the amount necessary to meet the need. Generally, you must also have exhausted all other financial resources, including your account balance eligible for non-hardship withdrawal and any funds available to you in the VRSA portion of your account. In addition, you must have taken any Plan loans available to you unless you certify that deduction of loan payments for a new loan would constitute an additional hardship.

If you take a hardship withdrawal, it will be processed first as a non-hardship withdrawal (to the extent of available funds remaining that are after-tax contributions, prior-plan after-tax contributions, after-tax Rollover contributions, Rollover contributions, prior plan employer match, and Company Matching Contributions) and then as a hardship withdrawal (to the extent of prior plan before-tax contributions, Before-Tax 401(k) Savings Contributions, Roth Rollover contributions, prior plan Roth contributions and Roth 401(k) Savings Contributions).

Qualified Reservist Distributions

If you are a member of a reserve component (i.e., you are a member of the Army National Guard, the Army Reserve, the Navy Reserve, the Marine Corps Reserve, the Air National Guard, the Air Force Reserve, the Coast Guard Reserve or the Reserve Corps of the Public Health Service) and you have been ordered or called to active duty in the Uniformed Services for a period of more than 179 days or for an indefinite period, you may request a withdrawal from your account, called a Qualified Reservist Distribution, during the period beginning on the date of such order or call to duty and ending at the close of the active duty period. If you obtain a Qualified Reservist Distribution, the limitations on the sources of money from which withdrawals can be taken will not apply. In addition, you will not be subject to the 10% additional tax that would otherwise apply for receiving a distribution before you reach age 59½. You also have an expanded period of time in which you may contribute the amounts received in a Qualified Reservist Distribution to an IRA and have that contribution treated like a Rollover contribution. For more information and the rules and restrictions dealing with the expanded right to make a Rollover, please consult with your professional tax advisor.

Loans

Loans are available to Eligible Employees and Employees of an Affiliated Company. Any Eligible Employee who is classified as an “executive officer” within the meaning of the Securities Exchange Act of 1934 is prohibited from taking or continuing to maintain a Plan loan.

To preserve your savings and your retirement security, you may prefer to take a loan instead of a withdrawal. A Plan loan gives you access to your Plan account without 20% federal income tax withholding or a potential 10% tax penalty. All Eligible Employees (with the exception noted above) are eligible to take out a loan.

How Much You Can Borrow

The rules governing amounts of loans are as follows:

- You must have a Vested balance of at least \$1,000 to apply for a Plan loan.
- The minimum amount for a loan is \$500.
- The maximum loan available is the lesser of:
 - 50% of your Vested account balance (excluding VRSA) less any current outstanding loan balance;
 - or
 - \$50,000 less the highest outstanding loan balance you have had during the past 12 months.
- For purposes of determining the maximum amount available for a loan, if you have previously defaulted on a Plan loan and your defaulted loan was requested after January 1, 2002, it will continue to be treated as outstanding and will continue to accrue interest, which will further reduce the amount available for any future loans, until you repay it.

- Balances in your SDA may be used in calculating the amount of money available for a loan. However, loans can be made from Core Fund balances only. Therefore, you may need to transfer balances from your SDA into your Core Funds before your loan request can be processed.
- If you take out two loans that are outstanding at the same time, the maximum amount will apply to both loans combined.

Loan Initiation Fee

Plan Participants who take out new Plan loans are charged a \$50 loan initiation fee. This fee will be deducted from your account in addition to the loan amount you request, increasing your loan principal by \$50.

Example:

Loan Amount Requested	\$10,000
Loan Initiation Fee	\$ 50
Loan deducted from your account	\$10,050
Check Amount to Participant	\$10,000
Principal Repaid by Participant*	\$10,050

**plus applicable interest charges.*

Two Types of Plan Loans

- **Personal Loans**, which can be used for any purpose. You can take out a personal loan for terms of one to five years, in six-month intervals (for example, with full repayment due in 12 months, 18 months, 24 months, 30 months and so on, up to 60 months).
- **Principal Residence Loans**, which may be used only for the purchase of your primary residence. The term of the loan can be from one to 15 years, in six-month intervals (for example, with full repayment due in 66 months, 72 months, and so on, up to 180 months).

A principal residence loan used to acquire the Participant's principal residence must be obtained within 90 days before or after the loan closing date. If you do not furnish the necessary documentation, the loan request will be cancelled.

You may have two outstanding loans at the same time, either:

- two personal loans; or
- one personal loan and one principal residence loan.

For purposes of determining the maximum number of loans available, defaulted loans of the same type are considered outstanding loans. For example, if you defaulted on a personal loan and have an ongoing personal loan, you could not take out a new personal loan until you repay one of the loans because you are treated as already having taken two personal loans.

Applying for a Loan

- **Personal Loans** – You can request a Personal Loan on the Your Retirement Benefits website or by contacting the Retirement Benefits Service Center.
- **Principal Residence Loans** – You can request a Principal Residence Loan on the Your Retirement Benefits website or by contacting the Retirement Benefits Service Center. Shortly after your request is received, a promissory note will be mailed to your home or if elected, to Your Secure Mailbox on the Your Retirement Benefits website. This note must be signed by you and returned to the Retirement Benefits Service Center, along with the information required to document the loan is for the purchase of a primary residence. Loans will be processed, and a check will be mailed, or a payment made by direct deposit within three to five business days after the requested documentation is received. In most instances, loans will be processed based on the unit value as of the end of the next business day following receipt of the promissory note.

Interest Rates

Interest rates for personal loans and principal residence loans are the same. Rates are determined quarterly, on the first day of January, April, July and October, based on the commercial prime interest rate set forth in the Wall Street Journal on the first of the month prior to the start of each calendar quarter, i.e., the commercial prime interest rate reported in the Wall Street Journal on December 1, March 1, June 1 and September 1, respectively. Once your loan has been requested, your interest rate will not change.

Interest paid on a principal residence loan from the Plan is not tax deductible.

Repaying Your Loan

Loans are repaid through payroll deductions.

- You can prepay your loan at any time after 90 days with no penalty and then be able to apply for a new loan once the prepayment has been processed. To prepay, you must pay the entire outstanding principal in one single sum. Partial prepayments are not permitted, except that, following a Termination of Employment, you will be permitted to make a partial prepayment of any amount of the outstanding loan. No other changes to the original loan terms can be made.
- If you are not on Active payroll (you are out on Disability or leave of absence, for example) or if at some time your Pay is not enough to make a full loan repayment, you must make up missed payments by check, cashier's check, certified check or money order. If you do not make these payments, your loan will be considered in default. Generally, payments not made by the end of the calendar quarter following the calendar quarter in which they were due will cause the loan to be in default. You are responsible for ensuring your loan repayments remain current. If you have questions about making up missed loan repayments, please contact the Retirement Benefits Service Center.
- If you are on a Company approved leave of absence, and the net amount of your Pay during any applicable payroll period is less than the amount of the required loan repayments, you may be eligible to have your loan repayments suspended for up to one year during the leave of absence period. However, the suspension of loan repayments does not extend the remaining period of the loan; the loan must be paid off by the final payment date designated under the original loan terms. You can contact the Retirement Benefits Service Center at 800-677-5678 to determine if you are eligible.
- Following a Termination of Employment, loans will generally be defaulted as of the earlier of the last day of the calendar quarter following the calendar quarter in which you Terminate employment, or the date you receive a distribution of your entire account balance from the Plan.

Defaults on Loans

If you fail to repay your loan on a timely basis, the entire unpaid balance, plus any additional accrued interest, will be defaulted and treated as a withdrawal. You will have to pay income taxes on the defaulted amount and if you are not yet age 59½, you may be subject to the 10% early withdrawal penalty if you borrowed against untaxed amounts, such as Company Matching Contributions, Before-Tax 401(k) Savings Contributions, or any taxable earnings.

Simultaneous Loans and Withdrawals

If you want to request both a loan and a withdrawal, you must first request one of these transactions and then wait until it is completely processed before requesting the second transaction.

Distributions

The information in this section on Distributions applies to Deferred Vested Plan Participants unless otherwise noted.

Your Vested account balance can be distributed when you leave the Company, become Disabled or die. Once your entire account balance has been distributed, you are no longer considered a Participant in the Plan. The following provisions apply to your payments and payment options:

- If you are a Deferred Vested Plan Participant and your Vested account balance is more than \$5,000 (excluding prior Rollovers into the Plan), you can (1) elect to receive a distribution of your Vested account balance in the form of a single sum distribution or any of several optional forms of

payment, (2) roll the money into an eligible retirement plan or IRA, or (3) defer distribution as discussed below.

- If you are a Deferred Vested Plan Participant, a spousal Beneficiary of a deceased Participant or an alternate payee under a qualified domestic relations order who is the spouse or former spouse of a Participant and you have a Vested account balance (excluding prior Rollovers into the Plan) of \$5,000 or less, you must make an election regarding your distribution. If you do not make such an election, the entire Vested account balance will be directly rolled to an IRA provided by Millennium Trust.
- If you are a non-spousal Beneficiary of a deceased Participant, or a non-spouse alternate payee under a qualified domestic relations order, and you have a Vested account balance (excluding prior Rollovers into the Plan), of \$5,000 or less, you must make an election regarding your distribution or the entire Vested account balance will be paid to you in a lump sum.
- The taxable portion of any distribution constituting an eligible Rollover distribution will be subject to 20% federal tax withholding unless all or part of it is directly rolled over to an IRA, or to another employer's qualified plan, 403(b) tax-sheltered annuity, or Section 457(b) plan sponsored by a state or local government.
- If a single sum distribution is to be made and you have money in the SDA, you must first liquidate your SDA and transfer 100% back to the Core Funds before the payment can be processed.

Shortly after you leave the Company, become Disabled, or die, the Retirement Benefits Service Center will send you (or your Beneficiary, in the event of your death) information regarding your account.

Deferring Distribution (for Deferred Plan Vested Participants)

If your Vested account balance exceeds \$5,000, not including Rollover amounts, and you do not elect to receive a distribution, you will be deemed to have elected to defer your distribution until the earlier of the date on which you elect to take a distribution or the April 1st of the calendar year following the calendar year in which you reach age 72.

Your account will continue to share in the performance of the investment funds, and you may make transfers amongst them. You can also make withdrawals from your account, but you should be careful not to jeopardize any special tax treatment available to you. There is no limit to the number of distributions you can take as a Deferred Vested Plan Participant.

Automatic IRA Rollover for Accounts \$5,000 or Less

If you are a Deferred Vested Plan Participant, a spousal Beneficiary of a deceased Participant or an alternate payee under a qualified domestic relations order who is the spouse or former spouse of a Participant, and you have a Vested account balance (excluding Rollovers) of \$5,000 or less, your balance will be automatically rolled over to an IRA established on your behalf by Millennium Trust unless you choose another distribution option within 30 days of receiving your Separation from Employment Notice (if you were an Eligible Employee) and Payment Rights Notice (for all Participants). Amounts not eligible for Rollover, such as Required Minimum Distributions, if applicable, will be paid directly to you.

For details on how to access the Rollover IRA account at Millennium Trust or for more information on accounts and services from the Millennium Trust, please call 877-682-4727.

Order in Which Funds are Withdrawn or Distributed

The Plan Administrator has adopted and retains discretion in setting the administrative rules governing the exact order in which available funds are withdrawn to pay out a requested withdrawal or distribution. As a general practice, funds will be withdrawn in the following order: (1) after-tax funds (After-Tax Savings Contributions or after-tax Rollover contributions), (2) Company Matching Contributions, (3) Employee Before-Tax Savings Contributions, and (4) Roth funds. Employees can specifically request a separate withdrawal or distribution that consists solely of Roth funds.

DISTRIBUTION OPTIONS

The Plan offers several distribution options for receiving the value of your Vested account balance – a single sum distribution, partial distribution, several forms of annuities issued by the Insurer, an installment option, and a Required Minimum Distribution option. For the annuity and installment options, payments may begin as soon as administratively practicable following your Retirement or Termination of Employment.

After annuity payments start, you will not be able to change to another option. You can change your annuity distribution option up until the date it commences. If you have selected the installment option, you may later request a distribution of your entire account, or you may withdraw a portion of your account. You may also elect to stop receiving installment payments as of the later of the time that you reach age 59½ or at the close of the five-year period commencing with the payment of the first installment payment.

Single Sum Distribution Option

Under this option, the entire Vested balance of your account is paid out in a single sum in the form of cash.

If you elect to receive a single sum distribution and you have money in an SDA, you must first liquidate your SDA and transfer 100% back to the Core Funds before the payment can be processed.

Partial Distribution Option

Under this option, you can request a partial distribution of the Vested balance of your account to be paid out in the form of cash.

Annuity Options

Income Payments for Life

You may request to have all or a portion of your Vested account balance converted to an annuity issued by the Insurer that offers income payments for as long as you live. All guarantees referenced below are subject to the claims-paying ability and financial stability of the Insurer. You can choose:

- **Lifelong Income for You:** Guarantees you will receive a monthly payment for as long as you live. Payments cease upon your death.
- **Lifelong Income for You with Term Certain:** Guarantees a monthly income for as long as you live and for at least a certain length of time – up to 20 years. If you die earlier, payments continue to your Beneficiary for the time remaining.
- **Lifelong Income for Two:** Guarantees a monthly payment for you and another person (your “joint annuitant”) for as long as either of you is alive. If your joint annuitant outlives you, then after your death, payments will continue to be made to your joint annuitant at 50%, 75% or 100% of the amount you received during your life, depending upon the payment option you chose, until the death of your joint annuitant.
- **Joint and Survivor Life Annuity with Term Certain:** Guarantees a monthly payment for you and another person (your “joint annuitant”) for as long as either of you is alive, and for at least a certain length of time – 5, 10, 15 or 20 years. If your joint annuitant outlives you, then after your death and after the guaranteed minimum number of payments have been made, payments will continue to be made to your joint annuitant at 50%, 75% or 100% of the amount you received during your life, depending upon the payment option you chose, until the death of your joint annuitant. If both you and your joint annuitant die before the guaranteed minimum number of monthly payments (5-, 10-, 15- or 20-years’ worth) have been made, monthly payments will continue to your contingent Beneficiary until the guaranteed minimum number of monthly payments have been made.

To learn more, call 866-438-6477 (toll-free).

Importance of Marital Status

If the Vested balance of your account is more than \$5,000, not including Rollover amounts, the annuity option you are eligible to select will depend upon your marital status. If you are single at the time of distribution, you may choose from any of the available annuity options. However, if you are married, you will need notarized spousal consent to choose any annuity option other than a Joint and Survivor Annuity with your spouse as the survivor. If you cannot provide notarized spousal consent, you must establish to the satisfaction of plan administration that (a) there is no spouse, (b) your spouse cannot be located, or (c) there are other circumstances in which your spouse's consent is not necessary, as established under IRS regulations.

You do not need spousal consent to choose a single sum distribution, partial distribution, installment payments or Required Minimum Distributions.

Installment Option

Under this option, you receive payments for a specified number of years or months not to exceed your life expectancy or 30 years, whichever is less. Each year (or each month in the case of monthly installments), the amount you receive is recalculated based on your remaining account balance. For example, if you choose the 30-year annual payment option, the payment for the second year would be the account balance at the end of the first year divided by 29, the number of years remaining in your payment period.

During the payment period, you may make distributions and transfers among the investment funds, as allowed by the Plan. However, it is important to be aware that these transactions will affect the amount of the future payments you are eligible to receive.

Required Minimum Distributions

The Required Minimum Distributions (RMD) option is available only for payments that begin on the later of your Retirement or attainment of age 72 (or age 70½ if you were born before July 1, 1949). Under this option, you receive payments based upon the balance in your 401(k) Plan account and the number of years in the distribution period as shown in the Uniform Required Minimum Distribution Table that follows. As a result, you will receive a different amount each year. Upon the later of Retirement or attainment of age 72 (or age 70½ if you were born before July 1, 1949), the IRS requires that you receive at least the Required Minimum Distribution amount described below on an annual basis.

If you have not taken your Required Minimum Distribution approximately 3-4 weeks prior to the required payment date, an automatic payment will be issued to you in the form of a check unless you elect to have your automatic payment made by direct deposit to a financial institution. Automatic payments are issued in early December (or early March for Participants receiving their first Required Minimum Distribution). Tax withholding of 10% will apply to the taxable portion of the payment unless you request another withholding amount by contacting the Retirement Benefits Service Center at 800-677-5678. If you would like your automatic payment to be directly deposited, log on to Your Retirement Benefits website > Your Profile (the person icon in the upper right-hand corner of the webpage) > Financial Institutions > RMD Direct Deposit or call the Retirement Benefits Service Center as noted above. The RMD Direct Deposit financial institution address will be used only for annual automatic RMDs and not for other payments from the Plan.

The Plan waived Required Minimum Distributions due during 2020 as allowed by the Coronavirus Aid, Relief, and Economic Security (CARES) Act of 2020.

When Required Minimum Distributions Begin

Your initial payment must be made no later than April 1 of the year following the year in which you Retire or reach age 72 (or age 70½ if you were born before July 1, 1949) (whichever is later). Your subsequent annual distributions must be made by December 31 of each subsequent year. This means you will receive your first 2 payments in the same year. If you continue to work after age 72 (or

age 70½ if you were born before July 1, 1949), the Required Minimum Distributions option is not available until you Retire.

The following table is used for determining the period for 401(k) Plan Required Minimum Distributions based on the age of the Participant.

Uniform Required Minimum Distribution Table					
Age	Distribution Period - Yrs	Age	Distribution Period - Yrs	Age	Distribution Period - Yrs
70	27.4	85	14.8	100	6.3
71	26.5	86	14.1	101	5.9
72	25.6	87	13.4	102	5.5
73	24.7	88	12.7	103	5.2
74	23.8	89	12.0	104	4.9
75	22.9	90	11.4	105	4.5
76	22.0	91	10.8	106	4.2
77	21.2	92	10.2	107	3.9
78	20.3	93	9.6	108	3.7
79	19.5	94	9.1	109	3.4
80	18.7	95	8.6	110	3.1
81	17.9	96	8.1	111	2.9
82	17.1	97	7.6	112	2.6
83	16.3	98	7.1	113	2.4
84	15.5	99	6.7	114	2.1
85	14.8	100	6.3	115 & over	1.9

As an example, suppose you have \$150,000 in the Plan and your age is 75. Based on the Uniform Table, the distribution period is 22.9 years. Dividing \$150,000 by 22.9 results in a payment of \$6,550 dollars for that year. Payment amounts are recalculated annually based on your account balance as of the December 31 of the preceding year and the distribution period for your current age.

The same table is used regardless of whether you are single or married. The only exception is if your spouse is the designated Beneficiary and is more than 10 years younger than you. In that case, a Joint Life Expectancy Table is used resulting in a lower payment amount.

Payments are made annually and will be made in cash. You may continue to make withdrawals and transfers while you are receiving payments under this option. However, you should be aware that these transactions will affect the amount available to you and your Beneficiary.

Required Minimum Distributions for Beneficiaries– Participant Death in 2019 or Before

If you die before Required Minimum Distributions begin, payments will be made to your Beneficiary based on the life expectancy of your Beneficiary (reduced by one for each year after the year Required Minimum Distributions begin to your Beneficiary if your surviving spouse is not the sole primary Beneficiary of your account). If you die before Required Minimum Distributions begin and your surviving spouse is your sole primary Beneficiary, your surviving spouse may elect either (1) to commence payments as of the later of the December 31 of the calendar year (i) following the calendar year of your death; or (ii) following the calendar year in which you would have reached age 72 (or age 70½ if you were born before July 1, 1949) if you had remained alive or (2) to Rollover your Plan account balance to a traditional IRA established by your surviving spouse or to a qualified plan, 403(b) tax-sheltered annuity or a 457(b) plan sponsored by a state or local government. If you die before Required Minimum Distributions begin, and your Beneficiary is your estate or an institution other than an individual (other

than a trust which satisfies certain requirements), your entire account balance must be completely distributed to your Beneficiary by the December 31 containing the fifth anniversary of your death.

If you die after Required Minimum Distributions begin, payments will be made to your Beneficiary based on the greater of your life expectancy in the year of your death, reduced by one for each future year, or the life expectancy of your Beneficiary (reduced by one for each year after the year Required Minimum Distributions begin to your Beneficiary if your surviving spouse is not the sole primary Beneficiary of your account). If you die after Required Minimum Distributions begin and your surviving spouse is your sole primary Beneficiary, payments will be made to your surviving spouse based on the greater of your life expectancy in the year of your death, reduced by one for each future year, or the life expectancy of your surviving spouse for each year (determined under a separate life expectancy table). If you die after Required Minimum Distributions begin and your Beneficiary is an estate or an institution other than an individual (other than a trust which satisfies certain requirements), payments will be based on your life expectancy in the year of your death, reduced by one for each future year and generally will begin in the year after your death.

If you die after Required Minimum Distributions begin and the Required Minimum Distribution for the year of your death was not already paid to you, the amount of the Required Minimum Distribution for the year of your death will be paid to your Beneficiary. If you have no Beneficiary, or a separate account has not been established for your Beneficiary before the Required Minimum Distribution must be paid, the Required Minimum Distribution payment will be issued in your name.

Required Minimum Distributions for Beneficiaries – Participant Death in 2020 or Later

The Setting Every Community Up for Retirement Enhancement (SECURE) Act, became law on December 20, 2019. The SECURE Act made changes to the Required Minimum Distribution rules for Beneficiaries of deceased participants in qualified retirement plans such as the Plan. The rules as described below apply to Beneficiaries of Participants who die in 2020 or later.

If you die before Required Minimum Distributions begin and:

- your surviving spouse is your sole primary Beneficiary, payments will be made to your Beneficiary based on the life expectancy of your Beneficiary. Your surviving spouse may elect either (1) to commence payments as of the later of the December 31 of the calendar year (i) following the calendar year of your death; or (ii) following the calendar year in which you would have reached age 72 (or age 70½ if you were born before July 1, 1949) if you had remained alive or (2) to Rollover your Plan account balance to a traditional IRA established by your surviving spouse or to a qualified plan, 403(b) tax-sheltered annuity or a 457(b) plan sponsored by a state or local government.
- your Beneficiary is your child who has not reached the age of majority, payments will be made to your Beneficiary based on your Beneficiary's life expectancy (reduced by one for each year after the year Required Minimum Distributions begin to your Beneficiary) until your Beneficiary reaches the age of majority, after which the account must be paid out within ten years of your child reaching majority age.
- your Beneficiary is not your surviving spouse or minor child, and at the time of your death such Beneficiary is A) disabled (as determined by the Social Security Administration), or B) chronically ill (defined by reference to Internal Revenue Code section 7702B(c)(2), which requires a certification of the illness by a licensed health care practitioner (a physician, registered professional nurse or licensed social worker) and that is reasonably expected to be lengthy); payments can be made to your Beneficiary based on the life expectancy of your Beneficiary (reduced by one for each year after the year Required Minimum Distributions begin to your Beneficiary.) If your Beneficiary is disabled or chronically ill and would like to receive payments over his or her life expectancy, he or she must contact the MetLife Retirement Benefits Service Center at 800-677-5678. If your Beneficiary does not contact the Retirement Benefits Service Center, your entire account balance will be completely distributed to your Beneficiary by the December 31 containing the tenth anniversary of your death.

- your Beneficiary is not described in one of the preceding bullets and is not more than ten years younger than you, payments will be made to your Beneficiary based on the life expectancy of your Beneficiary (reduced by one for each year after the year Required Minimum Distributions begin to your Beneficiary).
- your Beneficiary is any other person, including trusts whose beneficiary(ies) is a person, who is not a spouse, your entire account balance must be completely distributed to your Beneficiary by the December 31 containing the tenth anniversary of your death.
- your Beneficiary is your estate or an institution other than an individual (other than a trust which satisfies certain requirements), your entire account balance must be completely distributed to your Beneficiary by the December 31 containing the fifth anniversary of your death.

If you die after Required Minimum Distributions begin and:

- your surviving spouse is your sole primary Beneficiary, payments will be made to your surviving spouse based on the greater of your life expectancy in the year of your death, reduced by one for each future year, or the life expectancy of your surviving spouse for each year.
- your Beneficiary is not your surviving spouse and is, at the time of your death, disabled or chronically ill as defined earlier; is not more than ten years younger than you, payments will be made to your Beneficiary based on the greater of your life expectancy in the year of your death, reduced by one for each future year, or the life expectancy of your Beneficiary (reduced by one for each year after the year Required Minimum Distributions begin to your Beneficiary.) If your Beneficiary is disabled or chronically ill, and would like to receive payments over life expectancy, he or she must contact the MetLife Retirement Benefits Service Center at 800-677-5678. If your disabled or chronically ill Beneficiary does not contact the Retirement Benefits Service Center, your entire account balance must be completely distributed to your Beneficiary by the December 31 containing the tenth anniversary of your death.
- your Beneficiary is your child who has not reached the age of majority, payments will be made to your Beneficiary based on the greater of your life expectancy in the year of your death, reduced by one for each future year, or the life expectancy of your Beneficiary (reduced by one for each year after the year Required Minimum Distributions begin to your Beneficiary) until your Beneficiary reaches the age of majority, after which the account must be paid out within ten years of your child reaching majority age.
- your Beneficiary is any person other than those described above, including trusts for which the beneficiary(ies) is a person, your entire account balance must be completely distributed to your Beneficiary by the December 31 containing the tenth anniversary of your death.
- your Beneficiary is an estate or an institution other than an individual (other than a trust which satisfies certain requirements), payments will be based on your life expectancy in the year of your death, reduced by one for each future year and generally will begin in the year after your death.

If you die after Required Minimum Distributions begin and the Required Minimum Distribution for the year of your death was not already paid to you, the amount of the Required Minimum Distribution for the year of your death will be paid to your Beneficiary. If you have no Beneficiary, or a separate account has not been established for your Beneficiary before the Required Minimum Distribution must be paid, the Required Minimum Distribution payment will be issued in your name.

INCOME TAX CONSIDERATIONS

Note that the following information is not intended to be tax advice. You should consult a tax professional when making decisions regarding distributions from the Plan.

Because some contributions and investment earnings in your account are tax-deferred, part of your account may be subject to taxes when the money is distributed to you. Before you receive a distribution from the Plan, tax information will be provided to you.

Ordinary Income Tax

You will pay ordinary income taxes on **taxable** distributions from your account in the year in which they are paid. This applies to withdrawals and all forms of distributions except amounts you directly roll over into another account under the tax law. You may have an opportunity to realize some tax savings if you are eligible for ten-year averaging. (See the "Tax Averaging" section that follows.)

You will not be taxed on your After-Tax Savings Contributions, Roth 401(k) Savings Contributions, Roth Rollover contributions, prior plan Roth amounts or, in the case of a qualified distribution, investment gains on your Roth 401(k) Savings Contributions, Roth Rollover contributions or prior plan Roth amounts.

For purposes of the preceding paragraph, a qualified distribution is a distribution of Roth 401(k) Savings Contribution amounts, Roth Rollover amounts and/or prior plan Roth amounts made as a result of the Participant's death, Disability (as defined under the tax law) or attainment of age 59½ occurring after the earlier of the fifth anniversary of (1) January 1 of the first year in which a Rollover contribution including Roth 401(k) Savings Contributions, Roth Rollover contributions or prior plan Roth amounts is made to the prior Plan or (2) January 1 of the first year in which a Roth 401(k) Savings Contribution is made to the Plan.

Some withdrawals and some distribution options are subject to 20% federal tax withholding unless the money is directly rolled over into an IRA or into another employer's plan that accepts Direct Rollovers. The following table summarizes the treatment of taxable 401(k) Plan payments that are subject to the 20% withholding rules:

401(k) Plan Payment ¹	20% Federal Tax Withholding
Regular Withdrawals	Yes
Hardship Withdrawals	No ²
Single Sum Distribution	Yes
Partial Distribution	Yes
Installment Option – less than 10 years	Yes
Installment Option – 10 years or more	No ²
Required Minimum Distributions	No ²
Direct Rollovers	No

¹ All distributions from the Plan will be subject to state income tax withholding if withholding is required by applicable state law.

² 20% federal income tax withholding does not apply to hardship withdrawals, payments made in substantially equal periodic payments over either the life or life expectancy of you and/or your Beneficiary or payments made in substantially equal periodic payments over a specified period of 10 or more years or Required Minimum Distributions. It will also not apply if the life expectancy of you and/or your Beneficiary is less than 10 years. In these situations, 10% federal income tax withholding generally applies, unless you elect not to have taxes withheld. If the payment is an installment payment for a period of 10 years or more, withholding will be taken according to the wage withholding tables as if you were married, claiming three allowances, unless you elect otherwise.

Additional Taxes

In some situations, the IRS imposes a 10% penalty tax when you receive the taxable portion of your account. Generally, you will be subject to this tax if you make a withdrawal or receive a distribution before you reach age 59½. The 10% penalty tax is **not** imposed if:

- You are age 59½ or older;
- Your withdrawal or distribution is the result of a death or Disability (as defined under the Internal Revenue Code);
- You leave the Company in the calendar year in which you reach age 55 or later, and thereafter you take a withdrawal or distribution;
- You receive payments after you leave the Company in the form of an annuity;
- Your withdrawal or distribution is the result of substantial medical expenses not covered elsewhere;
- To the extent a withdrawal or distribution is attributable to After-Tax Savings Contributions, Roth 401(k) Savings Contributions, Roth Rollover contributions or prior plan Roth contributions (and, in the case of a qualified distribution, the investment earnings on Roth 401(k) Savings Contributions, Roth Rollover contributions or prior plan Roth contributions);
- You are an alternate payee receiving payments under a qualified domestic relations order;
- Your account is paid to satisfy a federal tax levy imposed by the IRS; or
- Your withdrawal constitutes a Qualified Reservist Distribution.

Rollovers

If you make a withdrawal or receive a distribution of your account (assuming it qualifies under the tax law), you can continue to shelter all or part of your taxable distribution from income taxes by rolling over all or part of the taxable portion into another tax-deferred account. Unless otherwise noted, the Rollover can generally be direct or indirect to one of the following:

- Traditional IRA (i.e., other than a Coverdell Education Savings Account)
- Qualified plan under Section 401(a) or 403(a) with another employer
- 403(b) tax-sheltered annuity with another employer
- Section 457(b) deferred compensation plan maintained by another employer that is a state or local government or a subdivision of a state or local government
- Roth IRA
 - Roth 401(k) Savings Contribution balances (Direct Rollover of the entire Roth 401(k) Savings Contribution balance or Indirect Rollover of only the taxable portion of the Roth 401(k) Savings Contribution balance).
 - Non-Roth 401(k) Savings Contribution balances (Direct Rollover only. Please note that the taxable portion of your distribution will be subject to taxation).
- Roth 403(b) annuity contract or custodial account that accepts these types of Rollovers (Direct Rollover of Roth 401(k) Savings Contribution balances only)

Unless you make a Direct Rollover of non-Roth 401(k) balances to a Roth IRA, if the taxable amount withdrawn or distributed (e.g., \$3,000) is rolled over directly, nothing will be withheld from your payment and no tax will be payable currently. If the taxable amount is rolled over indirectly (payment is made to you and you subsequently deposit it into a traditional IRA or tax deferred plan with another employer) within 60 days of receiving the money, you will receive only 80% (e.g., \$2,400). The remainder (\$600) will be withheld. You may use other funds to replace the amount withheld from your payment. If you do this, the full amount withheld (\$600) may be recoverable when you file your income tax return if you have had enough money withheld to cover the taxes on your other income.

If you make a withdrawal or receive a distribution of that portion of your account balance consisting of after-tax contributions, you can continue to retain all or part of those contributions in a tax-deferred environment by rolling over the amount as follows:

- Directly rolling over your after-tax contributions to a qualified plan that is willing to accept them; or
- Directly or indirectly rolling over your after-tax contributions to an IRA.

If you make a withdrawal or receive a distribution of that portion of your account balance consisting of Roth 401(k) Savings Contributions, Roth Rollover contributions or prior plan Roth amounts (including investment earnings thereon in the event of a qualified distribution), you can continue to retain all or part of those contributions in a tax-deferred or tax-free environment by rolling over the contributions as follows:

- Directly or indirectly rolling over balances attributable to these three money types to a qualified 401(k) plan that permits Roth 401(k) Savings Contributions and accepts Rollover contributions of Roth 401(k) Savings Contributions amounts;
- Directly or indirectly rolling over balances attributable to these three money types to a 403(b) annuity contract or custodial account that permits Roth 403(b) contributions and accepts Rollover contributions of Roth amounts; or
- Directly or indirectly rolling over balances attributable to these three money types to a Roth IRA.

These same rules will generally hold true for your spousal Beneficiary in the event of your death.

Tax Averaging

If you were born before January 2, 1936, have been a Plan Participant for at least five years and receive a single sum distribution, you may be eligible for a special tax advantage known as ten-year averaging based on 1986 tax rates. Under this method, the amount distributed is treated as if it was your only source of income over a 10-year period and is taxed accordingly.

You may **not** use this special tax treatment if you roll over any portion of your distribution into an IRA. In addition, you will **not** be able to use this special tax treatment for distributions from IRAs.

Tax rules are complex, and averaging is a one-time opportunity that may be jeopardized if you take withdrawals, so you should seek the advice of a tax consultant before deciding how to receive your funds.

Because tax laws are complex and subject to change, it is very important that you seek the advice of a tax specialist before you decide how to receive money from your 401(k) Plan account.

KEY TERMINOLOGY

Active Participant

You are an Active Participant if you are an Eligible Employee who has elected to make Employee Contributions or Rollover Contributions and you are at work or are away from your job because of vacation, paid time off (PTO), holiday, discretionary holiday, Company business, certain paid days outside of the PTO bank including jury duty, Military Absence, Family Medical Absence and bereavement leave.

Affiliated Company or Affiliated Companies

An Affiliated Company is one that is considered by the IRS to be related to the Company as defined under Code sections 414(b), 414(c), 414(m) or 414(o).

Automatic Enrollment or Automatically Enrolled

Automatic Enrollment or Automatically Enrolled refers to initial enrollment in the Plan following initial employment or reemployment with the Company that occurs after January 1, 2019, unless you choose your own contribution rate or make an election *not* to contribute to the Plan.

Beneficiary

Your Beneficiary(ies) is/are the person(s) or legal entities you choose to receive any benefits payable because of your death. To make or change your Beneficiary designation, you can access the Your Retirement Benefits website through MyHR for Eligible Employees or at yourretirementbenefits.net/metlife for all Participants. You can also speak with a representative in the Retirement Benefits Service Center by calling 800-677-5678.

Code

Code refers to the Internal Revenue Code of 1986, as amended from time to time.

Company

Metropolitan Life Insurance Company, MetLife Group, Inc., MetLife Funding, Inc., MetLife Credit Corp., MetLife Securities, Inc., MetLife Insurance Company of Connecticut and SafeGuard Health Plans, Inc., in the capacity of employer, each with respect to its own Employees.

Company Matching Contribution

A Company Matching Contribution refers to an amount contributed by the Company, as defined in this section. You become eligible to receive a Company Match with your first Employee Contribution to the Plan. The amount of the Company Match is equal to 100% of the first 3% of eligible Pay you contribute, plus 50% of the next 2% of eligible Pay you contribute, up to a maximum of 4% of your eligible Pay. Your account is credited with a Company Matching Contribution each pay period as long as you are actively contributing at least 3% of your Pay.

Core Fund

A Core Fund includes any one of the basic fund offerings available under the Plan, not including the Self-Directed Account. See "Your Investment Choices" section of this SPD for more information.

Deferred Vested or Deferred Vested Plan Participant

You are considered to be a Deferred Vested Plan Participant if you are not employed by the Company or an Affiliated Company and have a Vested account balance in the Plan, regardless of whether you have begun receiving distributions from the Plan.

Disabled or Disability

You will be considered Disabled for purposes of having all distribution options under the Plan available to you if you continue on Disability for 24 months after the date you are determined to be Disabled under a Disability plan sponsored by the Company.

Eligible Employee

Eligible Employee, as referred to in this SPD, means any person who is:

- An administrative Employee compensated on the Active payroll of the Company to perform services within the United States of America and who is (1) a regular full-time Employee or (2) a regular part-time Employee scheduled to work at least 20 hours per week and whose regular annual service is 1,000 hours or more,
- An administrative Employee as defined in the preceding sentence who is eligible to receive a portion of his or her compensation in the form of commissions,
- An Employee of a branch or Affiliated Company outside the United States of America who is temporarily assigned to work outside the United States of America and is compensated on the United States Active payroll of the Company, or
- A variable Employee who either 1) was considered an administrative Employee as defined in this section during any previous period of employment with the Company, or 2) completes 1,000 hours or more of service during a 12-month period beginning with his or her employment or re-employment date and ending on each subsequent anniversary.

The term Eligible Employee does not include:

- Any individual who has entered into an oral or written agreement with the Company whereby such individual acknowledges his or her status as an independent contractor and that he or she is not entitled to participate in the Company's Employee benefit plans, notwithstanding that such person is later determined by a court of competent jurisdiction or the Internal Revenue Service to be a common law Employee for tax purposes,
- Any individual who is performing services for the Company under a leasing arrangement entered into between the Company and some other person, notwithstanding the fact that he or she is later determined by a court of competent jurisdiction or the Internal Revenue Service to be a common law Employee or a leased Employee,
- Any Employee who is included in a unit of employees covered by an agreement that the Secretary of Labor finds to be a collective bargaining agreement between employee representatives and one or more employers, if the Internal Revenue Service finds that retirement benefits were the subject of good faith bargaining between such employee representatives and such employer or employers, unless such collective bargaining agreement expressly provides for participation in the Plan,
- Any individual who is not classified by the Company as an Employee, including but not limited to anyone who is classified by the Company as a consultant, or a seasonal, occasional, limited duration, leased, provisional, or temporary Employee,
- Any individual who was employed in the career agency of GenAmerica Corporation, its subsidiaries and affiliates as of December 31, 2000, and who has not subsequently become an Eligible Employee as defined above,
- An individual who is hired by the Company on or after January 1, 2008 and classified as a cooperative student or an intern, or
- Residents of Puerto Rico.

Employee

Employee means a person who is employed and compensated by the Company, including a leased employee and any account representative or functional manager who entered into an agreement with the Company whereby the individual acknowledges his or her status as a full-time life insurance salesperson (statutory Employee). The term Employee includes any person who is compensated on the United States payroll of the Company, without regard to whether the person performs services in the United States of America and without regard to the person's citizenship, residence or immigration status.

Employee Contribution

An Employee Contribution is a contribution made by you, through payroll deduction, on a per paycheck basis. Your contribution is voluntary and may be made as either a Before-Tax 401(k)

Savings Contribution, Roth 401(k) Savings Contribution or After-Tax Savings Contribution, or any combination of these. The minimum Employee Contribution is 3% of your Pay, and you are eligible for a Company Matching Contribution to your account only if you make the minimum Employee Contribution. Please see the “How The Plan Works” section of this SPD for more information.

ERISA

ERISA means the Employee Retirement Income Security Act of 1974, as amended from time to time.

Highly Compensated Employee

For 2022, you are considered highly compensated if your Testing Compensation from the Company for 2021 was more than \$130,000.

Insurer

Metropolitan Life Insurance Company, in its capacity as the Insurer.

Non-Affiliated Company or Non-Affiliated Companies

Any entity that is not considered to be an Affiliated Company as defined in this “Key Terminology” section.

Participant

Participant means any Eligible Employee who has elected to participate in the Plan by electing to make Employee Contributions and/or Rollovers into the Plan. The term Participant includes an Active Participant, a Deferred Vested Plan Participant, a Participant who has Retired or Terminated Employment and is receiving distributions from his or her account and any Beneficiary who is receiving or is about to begin receiving distributions from the Participant’s account.

Pay

Pay as it applies to the Plan varies according to Employee classification, as determined by the Company. Commissioned Employees are those Eligible Employees compensated primarily by commissions. Administrative Employees are all other Eligible Employees.

Pay for Administrative Employees consists of base salary and the following variables as applicable, only as and when paid by the Company, in the amount actually paid:

- Payments under the Annual Variable Incentive Plan (AVIP), MetLife Sales Incentive Plan, MetLife Financial Services Agency Staff Incentive Plan, the CitiStreet Incentive Award or the 2009 Executive Group Incentive Award
- Overtime Pay
- Commissions earned from the sale of MetLife United States Business or Metropolitan Property and Casualty products
- Military Service Supplemental Compensation

Pay for Commissioned Employees:

1. Pay consists of the following elements of compensation:

- (i) Additional Vacation Compensation (included prior to January 1, 2014 and excluded thereafter);
- (ii) Adjustment to Benefitable Earnings;
- (iii) Average Weekly Basic Compensation (Disability Pay to Managers);
- (iv) CitiStreet Incentive Award;
- (v) Financial Planning Fees (included prior to January 1, 2014 and excluded thereafter);
- (vi) Functional Manager Salary;
- (vii) MetLife Sales Incentive Plan
- (viii) Military Service Supplemental Compensation;
- (ix) Miscellaneous Benefitable Payment;
- (x) Production Related Training Allowance (excluding Cost of Goods and Services Subsidy) – included prior to January 1, 2014 and excluded thereafter;

- (xi) Salary;
- (xii) Sponsorship Payment;
- (xiii) Training Allowance (Non Production Related/Guaranteed) – included prior to January 1, 2014 and excluded thereafter;
- (xiv) Initial Payment Level (included prior to January 1, 2014 and excluded thereafter);
- (xv) Weekly Payments Level Compensation (included prior to January 1, 2014 and excluded thereafter);
- (xvi) True-Up;
- (xvii) True-Up on AGM Production;
- (xviii) Weekly Draw;

The following elements are included effective only for the period prior to January 1, 2006 for MetLife Distribution (formerly MetLife Financial Services) and prior to January 1, 2007 for MetLife Resources:

- (xix) Proprietary First-Year Commissions;
- (xx) Proprietary Renewal and Service (R&S) Commission;
- (xxi) Asset Trails Payment (not included during the period beginning April 30, 2001 through January 21, 2003, except for a Participant who is part of the MetLife Resources Sales Organizations);

The following elements are included effective only for the period January 1, 2006 to December 31, 2013 for MetLife Distribution (formerly MetLife Financial Services) and for the period January 1, 2007 to December 31, 2013 for MetLife Resources:

- (xxii) First-Year Credits (Benefitable) (with respect to a Commissioned Employee who is a MetLife Financial Services Representative, the first 42% first year proprietary gross dealer concessions; with respect to a Commissioned Employee who is part of the MetLife Resources Sales Organization, the first 40% of first year proprietary gross dealer concessions on protection products and the full payout percentage on proprietary annuities);
- (xxiii) Renewal and Service Credits (Benefitable);
- (xxiv) Asset Trails Payment (not included during the period beginning April 30, 2001 through January 21, 2003, except for a Participant who is part of the MetLife Resources Sales Organizations);

2. In addition to the elements of Compensation listed in Paragraph One (1) above, the Compensation of a Commissioned Employee who is classified as a MetLife Financial Services Representative includes the following:

- (i) Cost Share – Clerical Salary;
- (ii) Enrollers Fee/Override;
- (iii) Incentive Compensation/Override;
- (iv) Interim Payment;
- (v) MA/FTC Stated Salary;
- (vi) Mentor Salary;
- (vii) Persistency Credits;
- (viii) Position Change Payment;
- (ix) Production Incentive Compensation (included prior to January 1, 2014 and excluded thereafter);
- (x) Production Payment;
- (xi) Retention Payment;
- (xii) Supplemental Emergency Compensation;
- (xiii) Traditional Life Persistency Payment (Effective 5/01/01);
- (xiv) Transition Payment (However, for those payments made as a result of participation in a compensation plan for experienced representatives, e.g., Summit and Summit Plus program, payments made as a result of changes in a compensation program are excluded and are not benefit eligible);
- (xv) Transition Payment to New Distribution Management Appointment; and
- (xvi) 12b-1 Fees (not included during the period beginning April 30, 2001 through January 21, 2003, and excluded after December 31, 2013)

For the period January 1, 2014 and thereafter:

- (xvii) A percentage of first year, renewal, services and asset trails on transactions from eligible proprietary products. The percentage is to be determined by the published base commission payout table and cannot exceed 42%. Eligible products are proprietary products offered by MetLife and its Affiliated Companies, excluding products offered by MetLife Securities Inc. (general securities, mutual funds, advisory products (wrap products), financial planning fees). All forms of additional payout referred to as “add-ons”, production related add-on, corporate add-on, local add-on, lump sum are not included in this definition of benefit eligible earnings;

3. In addition to the elements of Compensation listed in Paragraph One (1) above, the Compensation of a Commissioned Employee who is part of the MetLife Resources Sales Organization includes the following:

- (i) Draw – Sales (included prior to April 1, 2014 and excluded thereafter);
- (ii) Draw – Management;
- (iii) Employee Referral Incentive;
- (iv) Fast Start Payment (included prior to April 1, 2014 and excluded thereafter); and
- (v) Incentive Payment.

The following elements are included effective only for the period January 1, 2014 to April 1, 2014:

- (vi) First-Year Credits (Benefitable), meaning, the first 40% of first year proprietary gross dealer concessions on proprietary protection products and the full payout percentage on proprietary annuities and other proprietary products excluding transactions from products offered by MetLife Securities Inc. (general securities, mutual funds, advisory products, financial planning fees);
- (vii) Renewal and Service Credits (Benefitable) on proprietary products excluding transactions from products offered by MetLife Securities Inc. (general securities, mutual funds, advisory products, financial planning fees);
- (viii) Asset Trails credits from proprietary products excluding transactions from products offered by MetLife Securities Inc. (general securities, mutual funds, advisory products, financial planning fees);

The following elements are included effective only for the period April 1, 2014 and thereafter:

- (ix) A percentage of first year, renewal, services and asset trails proprietary gross dealer concessions transactions from eligible proprietary products. The percentage is determined by the published base commission payout table and cannot exceed 42%. Eligible products are proprietary products manufactured by MetLife and its Affiliates, excluding products offered by MetLife Securities Inc. (general securities, mutual funds, advisory products, financial planning fees). All forms of additional payout referred to as “add-ons”, production related add-on, corporate add-on, local add-on, lump sum are not included in this definition of benefit eligible earnings.

Pay shall also include amounts that were contributed to the Plan as Before-Tax 401(k) Savings Contributions deducted from the Participant’s Pay and paid to this Plan, before-tax amounts deducted from the Participant’s Pay and paid to the MetLife Options Plan and before-tax amounts deducted from the Participant’s Pay and paid to the Commuter Program.

Pay in excess of a limit specified by the IRS and adjusted for cost-of-living increases (\$305,000 for 2022) shall not be taken into account, except for catch-up contributions. In addition, Pay shall not include any amounts (i) distributed from a nonqualified unfunded deferred compensation plan or (ii) which would otherwise be considered to be Pay but for the fact that they are paid after the Eligible Employee has Terminated his or her employment.

Retire or Retirement

Retire or Retirement means Termination of Employment with the Company if, on or before the date you Terminate, you have attained age 55.

Rollover

A Direct Rollover occurs when the distributing eligible qualified retirement plan, 403(b) tax-sheltered annuity, governmental Section 457(b) plan or IRA makes the Rollover payable directly to the receiving eligible plan or IRA.

An Indirect Rollover occurs when the eligible amount is paid to you and you have 60 days from the date of distribution to deposit any of the eligible amount into an eligible qualified retirement plan, 403(b) tax-sheltered annuity, governmental Section 457(b) plan or IRA that accepts such Rollovers.

Severance Plans

Severance Plans, as referred to in this SPD for purposes of Vesting, include the MetLife Plan for Transition Assistance (MPTA) for Grades 13 and Below and the MPTA for Grades 14 and Above.

Terminate or Termination of Employment

Terminate or Termination of Employment means the cessation of employment with the Company and its Affiliated Companies, whether voluntarily or involuntarily, for reasons other than Retirement, Disability or death.

Testing Compensation

Testing Compensation as defined by the Internal Revenue Service and the Plan includes your wages, salaries, fees for professional services, and other amounts received for personal services actually rendered in the course of employment with the Company, to the extent these amounts are includable in your gross income.

Testing Compensation shall also include amounts that were contributed to the Plan as Before-Tax 401(k) Savings Contributions deducted from the Participant's Pay and paid to this Plan, before-tax amounts deducted from the Participant's Pay and paid to the MetLife Options Plan and before-tax amounts deducted from the Participant's Pay and paid to the Commuter Program.

Testing Compensation in excess of a limit specified by the IRS and adjusted for cost-of-living increases (\$305,000 for 2022) shall not be taken into account. In addition, Testing Compensation shall not include any amounts that are (i) distributed from a nonqualified unfunded deferred compensation plan, (ii) realized from the exercise of a non-statutory option or when restricted stock or other property held by an Eligible Employee either becomes freely transferable or is no longer subject to a substantial risk of forfeiture, (iii) realized from the sale, exchange or other disposition of stock acquired under a statutory stock option (as defined in Treasury Regulation Section 1.421-1(b)), (iv) reimbursements or other expense allowances, (v) fringe benefits (cash and noncash), (vi) moving expenses, (vii) welfare benefits (such as imputed income resulting from group-term life insurance coverage in excess of \$50,000), (viii) similar to any of the items listed in (i), (ii) and/or (iii), or (ix) which would otherwise be considered to be Testing Compensation but for the fact that they are paid after the later of 2 ½ months following the Eligible Employee's Termination of Employment, or the end of the Plan Year in which the Eligible Employee Terminated his or her employment.

Vesting or Vested

Vesting or Vested means you have a legal, non-forfeitable right to all or a portion of the value of your account.

Year of Service

A Year of Service is generally defined as a 12-month period beginning on your date of employment and ending on each subsequent anniversary. Non-consecutive periods of service are added together

so that each 365-day period is considered a Year of Service. If you are reemployed less than one year after your Termination of Employment, the time you were not employed by the Company will be included in your total service.

HOW LIFE EVENTS AFFECT PARTICIPATION

This section summarizes what happens to your 401(k) Plan participation when certain events occur including:

- Your employment ends
- You take a leave of absence
- You become Disabled
- You are on a military absence
- You transition from a full-time to a part-time or variable Employee
- You are reemployed
- You die

When Your Employment Ends

Your Vested account balance can be distributed when you have ceased employment with the Company and its Affiliated Companies. See the “Distributions” section of this SPD for more information.

If you leave the Company with a loan outstanding, your loan will generally be defaulted as of the earlier of the end of the calendar quarter following the calendar quarter in which you separated from service or the date you receive a distribution of your entire account balance under the Plan. You may at any time prior to the default date make a total or partial prepayment of the outstanding loan balance. **If you do not repay the loan, the outstanding loan balance will be considered a withdrawal and will be subject to the tax rules and penalties described earlier.**

If you were not fully Vested in your Company Matching Contributions when you left the Company, subject to your right to restore any Company Matching Contributions you received in a distribution, the non-Vested portion of your Company Matching Contributions will be forfeited from your account upon the earlier of (1) the date you take a distribution from the Plan following your separation from service, or (2) the date you incur five (5) consecutive one-year breaks in service.

If You Take a Leave of Absence

- **If you are on a Company-approved paid leave**, your contributions and Company Matching Contributions continue. Any loan repayments you are making for a Plan loan will continue to be deducted from your Pay. If during your leave the net amount of your Pay during any applicable payroll period is less than the amount of the required loan repayments, you may be eligible to have your loan repayments suspended for up to one year during the leave of absence period. However, the suspension of loan repayments does not extend the remaining period of the loan; the loan must be paid off by the final payment date designated under the original loan terms. You can contact the Retirement Benefits Service Center at 800-677-5678 to determine if you are eligible. If you receive temporary Disability benefits as part of the Family and Medical Leave Act, please refer to the “If You Become Disabled Under a Company-Sponsored Disability Plan” section below.
- **If you are on a Company-approved unpaid leave**, your contributions and Company Matching Contributions cease until you return to work. If you have an outstanding Plan loan, you will be responsible for submitting loan repayments by check, certified check, cashier’s check or money order during your absence to keep your loan current. You should contact the Retirement Benefits Service Center about the process for repaying your loan. **If you do not make the payments within the required time period, the outstanding balance will be considered a withdrawal and will likely be subject to the tax rules and penalties described earlier.** Please see the section on Loans in this SPD for more information.

If You Become Disabled Under a Company-Sponsored Disability Plan

- **If you receive salary continuance:** Your contributions and Company Matching Contributions continue. Any loan repayments you are making for a Plan loan will continue to be deducted from your Pay.
- **If you receive temporary Disability benefits:** Your contributions and Company Matching Contributions cease until you return to work. If you have an outstanding Plan loan, you will be responsible for submitting loan repayments by check, certified check, cashier's check or money order during your absence to keep your loan current. You should contact the Retirement Benefits Service Center about the process for repaying your loan. **If you do not make the payments within the required time period, the outstanding balance will be considered a withdrawal and will likely be subject to the tax rules and penalties described earlier.** Please see the section on Loans in this SPD for more information.
- **If you receive Long Term Disability Plan benefits:** Your contributions and Company Matching Contributions cease. If you have an outstanding Plan loan, you will be responsible for submitting loan repayments by check, certified check, cashier's check or money order to keep your loan current. You should contact the Retirement Benefits Service Center about the process for repaying your loan. **If you do not make the payments within the required time period, the outstanding balance will be considered a withdrawal and will likely be subject to the tax rules and penalties described earlier.** Please see the section on Loans in this SPD for more information.
- If you continue to be on Disability 24 months after the date of your initial Disability payment, your 401(k) Plan account becomes available for distribution. After you have been on Disability for 24 months, you must have a balance in the Plan exceeding \$5,000 to continue making loan repayments.

If You Are on Military Leave of Absence

While you are on military duty in the United States Armed Forces, your contributions, Company Matching Contributions and any loan repayments you are making for a Plan loan will continue during the period that you are receiving Military Service Supplemental Compensation. Once your Military Service Supplemental Compensation ceases, your contributions, Company Matching Contributions and loan repayments will cease. Upon your timely return from a Military Leave of Absence, you may make up any contributions you could have made as an Eligible Employee during this period (other than that portion for which contributions were made based on your receipt of Military Service Supplemental Compensation). If you do so, you will also receive the applicable Company Matching Contributions. You will have up to the lesser of three times the duration of your Military Leave of Absence, or 5 years, to make up your contributions.

If you have one or more outstanding loans and you go on a Military Leave of Absence, then to the extent you are not receiving Military Service Supplemental Compensation, your obligation to repay the loans will be suspended for the duration of your Military Leave of Absence. However, interest will continue to accrue on your loan during your Military Leave of Absence. Upon your timely return to employment at the end of your leave, you may either ask for the loan to be re-amortized, you may make a lump sum prepayment so that any repayments coming due after that time will be roughly equal to the amount of the repayments you were making prior to being called for military duty, or you may continue making the same repayments you made before going on your Military Leave of Absence, with a balloon payment at the end of your loan. In addition, you may generally apply to the Plan Administrator within 180 days following your release from military service to have the interest rate on such loans not exceed 6% for the length of the Military Leave of Absence. If you do not timely resume employment at the end of your military leave, the loan will be in default as of the last day of the calendar quarter following the calendar quarter in which your employment ends and will be treated as a withdrawal, subject to taxes and a possible tax penalty.

See "Qualified Reservist Distributions" in the "Withdrawals" section of this SPD for information on your right to request a withdrawal from your account during a Military Leave of Absence.

If You Transition from a Full-time to a Part-time or Variable Employee

If you were previously eligible to participate in the Plan, you will continue to be eligible to make contributions and, if you do so, to receive the applicable Company Matching Contributions

If You Are Reemployed

If you are reemployed by the Company following a Termination of Employment and you were eligible to participate in the Plan before you left, you are eligible to re-enroll in the Plan immediately upon your return to work. If you are reemployed in 2019 or later, you will be immediately Vested in your 401(k) Plan account Company Matching Contributions and will be eligible for Company Matching Contributions with your first Employee Contribution.

If you left the Company while you were **partially** Vested in your Company Matching Contributions, are reemployed after a break in service of less than 5 years, and you received a distribution of your Vested Company Matching Contributions, you may reinstate the Company Matching Contributions that were not Vested before you left if you repay the Vested Company Matching Contributions that were distributed to you when you left. If you do so, your previously non-Vested monies will be fully Vested immediately. However, your repayment must be made by the earlier of (1) five years after your reemployment, or (2) five years after the date of the distribution of your Company Matching Contributions. If you left the Company while you were **0%** Vested in your Company Matching Contributions and are reemployed after a break in service of less than 5 years, any Company Matching Contributions you forfeited following your Termination will be restored to your account and will be fully Vested. Restored amounts will be invested in your account as soon as reasonably practical after your repayment of the Vested portion if you were partially Vested, or after your reemployment if you were 0% Vested.

If You Die

If you die, your remaining account balance becomes available for distribution to your Beneficiary as follows:

- If the balance of your account is \$5,000 or less, your Beneficiary can elect to receive a single sum distribution in the form of cash. Your spousal Beneficiary (if there is one) will also have the opportunity to roll over your account balance to an IRA in his or her name or roll over your account balance to another qualified plan, 403(b) tax sheltered annuity or governmental 457(b) plan in which she or he is a participant. If your spousal Beneficiary makes no election regarding distribution within the required timeframe, your account balance will be automatically rolled over to an IRA on your Beneficiary's behalf. (See the "Automatic IRA Rollover for Accounts \$5,000 or Less" section of this SPD for further details). If your Beneficiary is not your spouse, he or she may roll over your account balance to an inherited IRA. If your non-spousal Beneficiary makes no election regarding distribution within the required timeframe, the entire account balance will be paid in cash.
- If the value of your account is more than \$5,000, your Beneficiary can choose to:
 - receive payment in a single sum distribution, partial distribution or installments; or
 - receive payment in any one of the annuity forms available to Retired and former Employees except the Joint and Survivor Annuity; or
 - roll over your account balance to an IRA; or
- If your Beneficiary is your spouse, he or she may also roll over your account balance to another qualified plan, 403(b) tax-sheltered annuity or governmental 457(b) plan in which she or he is a participant.
- If you die before Required Minimum Distributions have begun, your Beneficiary will be paid as described in the "Required Minimum Distributions for Beneficiaries – Participant Death in 2019 or Before" or the "Required Minimum Distributions for Beneficiaries – Participant Death in 2020 or Later" sections of this SPD, based on the year of death of the Participant. If you die after Required Minimum Distributions have begun, your Beneficiary will continue receiving payments as described in the "Required Minimum Distributions" section of this SPD.

If you designated your estate, a charity, or a trust (see note below) as your Beneficiary, or any other Beneficiary that is not an individual, the following apply:

- If you die before you begin to receive your Required Minimum Distributions, your Beneficiary must receive your account balance in a lump sum no later than December 31 of the fifth year following your death.
- If you die after you have begun to receive your Required Minimum Distributions, your Beneficiary will receive payments based on your life expectancy in the year of your death, reduced by one for each future year.
- If you die with a loan outstanding, the procedures will be the same as discussed above except that your Beneficiary will have the opportunity to repay the loan in a lump sum.

Note: In certain cases, if a trust is designated as a Beneficiary, the Beneficiary(ies) of the trust will be treated as the Beneficiary(ies) of the Participant.

OTHER PROVISIONS

Your Beneficiary

You can designate a Beneficiary to receive the value of your Vested account balance upon your death. If you are married or you become married, your spouse is automatically your Beneficiary, regardless of any prior designation you may have made. If you want to name someone other than or in addition to your spouse as your primary Beneficiary, you must provide spousal consent. Note that spousal consent must be entered into after marriage; prenuptial agreements in which a spouse relinquishes his or her interest in a 401(k) Plan account prior to marriage cannot be honored. Any change you make to your Beneficiary designation will generally take effect at the time you complete and confirm the Beneficiary change on the Your Retirement Benefits website. In situations where spousal consent or other documentation is required to be submitted, the change will be effective upon receipt by the Plan Administrator and shall relate back to the date on which all required signatures were made, but without prejudice to the Plan Administrator, the Insurer or the Company on account of any payments made before receipt of the change.

A Beneficiary may waive his or her designation in whole or in part by filing a disclaimer complying with Code Section 2518 with the Plan Administrator within 9 months of the death of the Participant, as specified in Code Section 2518. The Beneficiary filing a disclaimer shall be treated as if she or he died before the Participant.

In determining the person to whom the Participant's account is payable, the Plan Administrator shall consider only the following documents:

- Any Beneficiary designation on file with the Plan Administrator;
- Any domestic relations order determined by the Plan Administrator to be a Qualified Domestic Relations Order but only to the extent it affirmatively assigns all or a portion of the Participant's account to an alternate payee; and
- Any disclaimer duly filed by the Beneficiary with the Plan Administrator.

The Plan Administrator shall not have a duty to inquire into the existence of any other documents or court orders or to investigate any other facts to determine the appropriate party to whom benefits will be paid under the Plan.

If you have no valid surviving designated Beneficiary or if your designation is determined to be invalid and unenforceable under local law, your account will be paid to your spouse, if living. If your spouse predeceases you, your account will be paid to your estate. If your Beneficiary outlives you but dies before receiving your entire account balance, your account is paid to your Beneficiary's estate if no designation was made.

Qualified Domestic Relations Orders

The Plan will pay all or a portion of your benefits in compliance with a qualified domestic relations order (QDRO) received by the Employer. A QDRO is any judgment, decree or order (including approval of a property settlement agreement) made on the basis of a domestic relations law, which satisfies certain requirements, and which is determined by the Plan Administrator to be qualified. The order may relate to child support, alimony, or marital property rights of a spouse, former spouse, child or other dependent and may direct payment of all or part of your benefit to another person. Procedures have been established under the Plan for determining whether any order constitutes a QDRO. Copies of those procedures may be obtained from the Retirement Benefits Service Center without charge. Information about the qualified order process can also be obtained at www.qocenter.com.

Delivery of Notices and Statements

You will be treated as having received all notices and statements furnished by the Plan as of the following times:

- Upon delivery, in the case of any notices or statements delivered to you at your place of employment;
- Upon mailing, in the case of any notices or statements mailed postage-prepaid to your last known address and which is not returned to the Plan Administrator, if such notice or statement is delivered by the United States Postal Service or any private delivery service utilized by the Company; or
- Upon transmission of an email message to you at your email address that has not been returned to the sender of such email.

All notices, directions and other communications given by a Participant, a Beneficiary or an alternate payee to the Plan Administrator will be treated as having been received as of the following times:

- In the case of notices, directions and other communications provided through the interactive voice response system, when the Participant, Beneficiary or alternate payee hears a confirmation of such communication;
- In the case of notices, directions and other communications provided through the Your Retirement Benefits website, when the Participant, Beneficiary or alternate payee sees either a confirmation of the transaction appear on the computer screen, or the computer screen shows a link to a confirmation statement, whether or not the Participant, Beneficiary or alternate payee accesses such link;
- In the case of notices, directions or other communications provided through email at the proper address for such purposes, when the Participant, Beneficiary or alternate payee receives an email message confirming either receipt of the email or confirming the implementation of the requested transaction; or
- In the case of notices, directions or other communications provided by regular mail or through a private delivery service, upon receipt by the Plan Administrator.

Plan Administrator's Authority to Suspend Processing of Loans, Withdrawals and Distributions

The Plan Administrator has the authority to suspend the processing of Plan loans, Withdrawals and distributions or to take certain other remedial measures related to a Participant's account under the following circumstances: (1) upon receiving a request from the Participant, or a member of the Participant's family or household to impose a suspension due to a belief that an unauthorized person(s) has been accessing the Participant's account to request transactions not authorized by the Participant, or (2) in the event the Plan Administrator has a reasonable suspicion that an unauthorized person(s) has been accessing the Participant's account to request transactions not authorized by the Participant. The suspension or other remedial measures shall remain in place until the Plan Administrator has concluded an investigation with regards to the applicable transaction(s). In addition, the Plan Administrator has the authority to recover for the Plan any losses resulting from transactions which it has determined were unauthorized by the Participant.

The Plan Administrator shall notify the Participant as soon as possible following the imposition of any suspension or remedial measure, and again as soon as possible following the lifting of those measures.

Assignment of Benefits

Your 401(k) Plan balance cannot be assigned, hypothecated, or resold to someone else, and no one else can receive your benefit while you are still living, with six exceptions:

- 1) A voluntary and revocable assignment by a Participant receiving benefit payments of up to 10% of such payments, provided that such assignment is neither for the purpose of nor has the effect of defraying plan expenses;
- 2) The pledge by a Participant of his or her account balance in connection with the taking of a Plan loan;
- 3) Any voluntary and revocable assignment by a Participant receiving benefit payments to the Company or any third party if the Company or such third-party files with the Plan Administrator a written acknowledgment required by IRS regulation;
- 4) Any amount that a Participant is required to pay to the Plan if the requirement to pay arises under a judgment or conviction of a crime involving the Plan, a civil judgment entered by a court in a lawsuit brought in connection with a violation or alleged violation of fiduciary duties under ERISA, or a settlement agreement between the United States Department of Labor and a Participant or a settlement, judgment, order, decree or settlement agreement expressly providing for the offset of all or part of the Participant's account balance;
- 5) The benefit can be assigned if the Plan Administrator receives a QDRO instructing payment be made to someone else – to your children or former spouse, for example. Notwithstanding the Plan's provisions on the time for commencing withdrawals and distributions, a QDRO may provide that distribution under such order will commence as soon as reasonably practicable after the date that the Plan Administrator determines that such order is a QDRO; or
- 6) The Company may be directed to pay the benefit to the IRS as a portion of your federal income taxes pursuant to a federal tax levy.

There are no provisions in the Plan otherwise providing for a lien on any assets under the Plan.

Alternate Plan Provisions

As required by law, alternative plan provisions go into effect if the Plan becomes "top heavy." A plan is considered top heavy if more than 60% of its benefits are payable to key Employees – the top 50 Company officers. In the unlikely event this should occur, you will be notified if any changes in Plan provisions affect your benefits.

Application of Forfeitures

Company Matching Contribution amounts will be forfeited by Participants who Terminate employment prior to attainment of full Vesting under the provisions of the Plan, and/or by Highly Compensated Employees in the event the Plan does not meet certain IRS nondiscrimination testing requirements. Forfeited amounts will be applied in one or more of the following ways: (1) to restore amounts forfeited by Deferred Vested Plan Participants who are subsequently reemployed by the Company, as described in the "If You Are Reemployed" section of this SPD, (2) to reduce administrative expenses payable under the Plan, or (3) to fund Company Matching Contributions.

Statement of the Company's Rights

This document is not a contract or agreement for employment. Employment with the Company is "at-will": nothing in this document changes your right, or that of the Company, to end your employment at any time and for any reason. Employment with the Company is not guaranteed for any period of time.

The Plan Administrator has full power and discretion to resolve all issues concerning eligibility, status, entitlement to benefits, and any other interpretations under the Plan. Such interpretations or rulings will be binding on all parties.

The Company intends that the terms of the Plan described in this material, including those relating to coverage and benefits, are legally enforceable, and that the Plan is maintained for the exclusive benefit of Participants, as defined by law.

The Plan will continue in effect until suspended or terminated according to its terms. Although the Company expects to continue the Plan, it reserves the right to amend, modify or discontinue all or any part of the Plan at any time for any or all Plan Participants including active, Deferred Vested and former Employees, including Disabled Employees, as well as Beneficiaries or alternate payees participating in the Plan. The Company may not amend, modify or discontinue the Plan in a way that will reduce the amount that has accrued in your account. No oral or written communication will be effective in amending a plan unless it is by way of a formal written plan amendment. Complete details, terms and conditions relating to each element of the Plan are contained in the relevant plan documents; the specific provisions and language of these documents will govern in every respect and instance.

Also, to the extent this SPD provides a general description of the tax results that may be applicable to coverage under the Plan, the Company assumes no responsibility for your own personal tax status or for any tax consequences resulting from any claims made contrary to current tax law. Please consult with your tax advisor for further information on the tax treatment of this benefit.

Statement of the Participant's Responsibility

You have the responsibility to make sure that all transactions involving your account are completed in accordance with your instructions. You should fulfill this responsibility by periodically checking your Plan's account balance and any recent transactions on the Your Retirement Benefits website or by contacting the Retirement Benefits Service Center, and by checking the payroll deductions and loan repayments, if any, on your pay statements. If you think that any transaction or information is inaccurate or incorrect, or is not in accordance with instructions, you should bring this to the attention of the Retirement Benefits Service Center by calling 800-677-5678. You are obligated to report errors within a reasonable amount of time, but not more than 60 days from the date on which the transaction occurred or was supposed to have occurred, and when the error should have been reasonably apparent to you if you had reviewed your account and/or pay statements.

You have the responsibility to make sure that your Plan balance is safe by protecting yourself against identity theft. While the Plan has strict security measures and procedures in place to protect your account balance and personal information, in the event that your account is accessed by an unauthorized individual through no fault of MetLife's, MetLife will not be responsible for any losses. To best protect your account, please take the following actions:

- **Review all communications** you receive from the Plan or the Retirement Benefits Service Center **as soon as you receive them**. If you receive any communication or confirmation relating to activities you didn't request, contact the Retirement Benefits Service Center **immediately** at 800-677-5678.

Confirmations may include:

- Requests for withdrawals, distributions, or loans
 - Changes in password, mailing address or email address
 - Or other activities that may seem unusual
- **Maintain the security of a strong password at all times and keep it safe. Do NOT write it down or share it with anyone.** Here are a few tips for choosing good passwords from the U.S. Department of Homeland Security:
 - Don't use the same password for multiple systems or accounts
 - Don't use passwords based on personal information that can be easily accessed
 - Consider using a password manager program to track your passwords

For more tips on choosing and protecting passwords, visit the United States Computer Emergency Readiness Team site at us-cert.gov/ncas/tips/ST04-002.

- **Be sure to periodically update and maintain all of your Plan contact information (email address, mailing address, etc.)** It is also helpful to add and update your **mobile phone number** in your account contact information as an additional option where you can receive timely messages and information regarding your Company savings plan. This will help all Plan communications reach you as quickly possible and give you the opportunity to promptly review and verify the accuracy of those communications.
- **If you have not done so already, set up security questions for your Plan account.** This information can be found under the “Your Profile” section (the person icon in the upper right-hand corner of the webpage) under “Log On Information”. Avoid using security questions where answers could potentially be found online or through social media.
- **Review your Plan regularly to assure activity is consistent with your choices and actions.** Call the Retirement Benefits Service Center **immediately** at 800-677-5678 if you notice activity or transactions that look unusual or don’t follow the direction you’ve outlined for your account.
- **Never provide your personal information – account numbers, bank or credit card information, your social security or even family information – in response to an email or unsolicited phone call you may receive.** Fraud emails seeking to steal your account or information are often designed to appear as if they are coming from a reliable source, such as MetLife or the Plan. Emails or phone calls that come directly from MetLife or the Plan will rarely request this information. Do not click on links or attachments in emails that may look suspicious; it is always safest to call the Retirement Benefits Service Center at 800-677-5678 first to confirm if an email or call you received requesting this type of personal information is fraudulent or not.

ADMINISTRATIVE DETAILS ABOUT THE PLAN

Plan Administrator and Agent for Legal Process

The MetLife 401(k) Plan is administered by a Plan Administrator who may establish, amend or rescind rules and regulations relating to the Plan. The Plan Administrator may amend or modify the Plan at any time and for any reason but may not amend or modify the Plan in a way that will reduce the amount that has accrued in your account. As described in more detail below under “Statement of Employee Rights Under the Employee Retirement Income Security Act (ERISA),” the Plan Administrator acts in a fiduciary capacity with respect to the Plan.

The Plan Administrator is a senior Company officer to whom the Board of Directors has delegated the Company’s fiduciary responsibilities under ERISA (except for the investment of plan assets) with regard to the Plan. Also, the Plan Administrator is responsible to oversee the administration of this Plan.

The name and address of the Plan Administrator is:

MetLife HR Global Compensation and Benefits
 Attention: Plan Administrator, MetLife 401(k) Plan Unit
 501 U.S. Highway 22
 Location Code 02F-102
 Bridgewater, NJ 08807

The name and address of the Agent for Service of Process:

Retirement Benefits Service Center
 2701 East Grauwylar Rd.
 MS-55

Irving, TX 75061

In addition, the service of legal process may be made upon The Northern Trust Company as Trustee, or the Plan Administrator.

The name and principal business address of the Trustee is:

The Northern Trust Company
50 South Lasalle Street
Chicago, IL 60603

Employer Identification Number

Employer identification number 55-0790010 has been assigned to MetLife Group by the Internal Revenue Service. Employer identification numbers for the participating employers are:

Company	Number
Metropolitan Life Insurance Company	13-5581829
MetLife Credit Corp.	13-3237275
MetLife Funding, Inc.	13-3237277
MetLife Group, Inc.	55-0790010
SafeGuard Health Plans, Inc.	95-2879515

Plan Year

The plan year runs from January 1 through December 31. All records are kept on a plan year basis.

Plan Name and Number

The official name of the Plan is the MetLife 401(k) Plan. The Plan number is 003.

Type of Plan and Funding

The Plan is qualified under Section 401(a) of the Internal Revenue Code and intended to be a Cash or Deferred Arrangement under Section 401(k). Contributions are determined by a formula, with the benefit depending on unit values at the time of settlement. The Plan is funded in part through a group annuity contract and a trust fund trusted by The Northern Trust Company.

If the Plan Is Terminated

Because the Plan is considered a "defined contribution plan" under government guidelines, insurance under the Pension Benefit Guaranty Corporation (PBGC) is not required. However, in the event the Plan is terminated, your account will become 100% Vested to you.

STATEMENT OF EMPLOYEE RIGHTS UNDER THE EMPLOYEE RETIREMENT INCOME SECURITY ACT (ERISA)

The Plan is subject to the terms of the Employee Retirement Income Security Act of 1974 (ERISA). ERISA requires plans to provide Participants with plan information including important information about plan features and funding; provides fiduciary responsibilities for those who manage and control plan assets; requires plans to establish a grievance and appeals process for Participants to get benefits from their plans; and gives Participants the right to sue for benefits and breaches of fiduciary duty.

The following statement of ERISA rights is required by Federal law and rulings:

As a Participant in the MetLife 401(k) Plan, you are entitled to certain rights and protections under ERISA. ERISA provides that all Plan Participants shall be entitled to:

Receive Information About Your Plan and Benefits

You have the right to:

- Examine, without charge, at the Company's principal offices, or at any office at which at least 50 Participants are customarily working, all documents governing the Plan, including insurance contracts, collective bargaining agreements and a copy of the latest annual report (Form 5500 Series) filed by the MetLife 401(k) Plan with the United States Department of Labor and available for inspection at the Public Disclosure Room of the Employee Benefits Security Administration.

IMPORTANT: To examine Plan documents at a Company office, you must submit a written request to:

MetLife HR Global Compensation and Benefits
Attention: Plan Administrator, MetLife 401(k) Plan Unit
501 U.S. Highway 22
Location Code 02F-102
Bridgewater, NJ 08807

You will be sent a form to complete and return. Upon processing the returned form, you will be informed of which office will have the documents and you will be provided an estimate of when the documents will be available for your review and a telephone number to call to schedule an appointment to review them. You will receive a written confirmation of your appointment and given a contact name and number. You should confirm with your contact person that the documents have arrived at the requested Company office on the day before your scheduled appointment.

- Obtain copies of all documents governing the Plan, including an updated SPD and other Plan information, upon written request to the Plan Administrator. The Plan Administrator may make a reasonable charge for the copies. Generally, you will be sent a copy of each document you request.
- Receive a summary of the annual financial report. The Plan Administrator is required by law to furnish each Participant with a copy of this summary financial report.

Prudent Action 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 the Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan Participants, Beneficiaries, and alternate payees. No one, including your employer 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. The law provides that if your claim for a benefit is denied 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 limits. You have the right to have your claim reviewed and reconsidered.

Enforcing Your Rights

Under ERISA, there are steps you can take to enforce your rights. For instance, if you request a copy of the 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, following your exhaustion of the Plan's claims and review procedures, you may file suit in a state or Federal court. In addition, if you disagree with the plan's decision or lack thereof concerning the qualified status of a domestic relations order, provided you have exhausted the Plan's claims and review procedures, you may file suit in Federal Court. If it should happen that Plan fiduciaries misuse the plan's money, subject to your exhaustion of the Plan's claims and review procedures, 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 if, for example, it finds your claim is frivolous.

Note: You may not file suit to recover benefits under the Plan more than six months after the expiration of the Plan's claims and review procedures. Additionally, if you have received or commenced to receive a distribution from the Plan, you may not make a claim for benefits under the Plan's claims and review procedures regarding the calculation of the amount of benefits more than six months after the date on which you received or commenced to receive the distribution.

Assistance with Your Questions

If you have any questions about this plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, 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 Benefit Security Administration.

Statement of Employee Investment Rights and Responsibilities under ERISA

As a Participant, Beneficiary or alternate payee in the MetLife 401(k) Plan, you have the right to direct your investments as described in this document. Because of your right to direct investments, the Plan is intended to be a plan described in ERISA § 404(c) and Title 29 of the *Code of Federal Regulations* § 2550.404c-1. This means that the fiduciaries of the Plan may be relieved of liability for any losses which are the direct and necessary result of investment instructions by a Participant or Beneficiary.

To the extent you exercise control over the investment of your account balance, you will be deemed a "named fiduciary" for purposes of ERISA.

ERISA Claims Procedures

Participants, beneficiaries, alternate payees or their authorized representatives wanting to dispute an adverse benefit determination, payment amount, plan interpretation that relates to their current receipt of plan benefits, exercise of a current right available under the Plan or to assert a failure to administer the Plan in accordance with its terms and/or ERISA or a breach of ERISA's fiduciary responsibility requirements with respect to the Plan must file a claim. These procedures specify the administrative process Participants must follow to submit a claim for benefits, the information that

will be included in the denial of any claim for benefits, the relevant time limits for submitting an appeal, and the Participant's right to bring civil suit after the exhaustion of the administrative review process.

Claims must be filed in a timely manner as determined by the Plan Administrator and must be sent to the location below in writing to be considered a claim. Participants should note that a question or inquiry they may make to their manager or a member of human resources concerning or questioning their benefits may not be treated as a "claim" under these rules unless these procedures are followed. Please note that if you are about to receive a withdrawal or distribution from the Plan, you have six months from the date that the distribution (first benefit payment) is made to bring a claim under the Claims and Review Procedures challenging the calculation of the benefit distributed to you. Claims must be made in writing and sent to:

MetLife HR Global Compensation and Benefits
Attention: Plan Administrator, MetLife 401(k) Plan Unit – ERISA Claims
501 U.S. Highway 22
Location Code 02F-102
Bridgewater, NJ 08807

Responses to these requests will be made within 90 days.

Participants whose claims are denied will receive a written explanation for the denial. The explanation will include the reason(s) for the denial, plan provision(s) upon which the decision was based, additional material or information that may be needed and appropriate steps to be taken to submit an appeal for a full and fair review.

Participants receiving a denial have 60 days from the date on the letter to appeal the determination to provide additional information bearing on the claim for benefits that has not been previously disclosed. After that period no further administrative appeals can be made. Appealing Participants can submit written comments, documents, records and other information relating to the claim as part of the review and are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to the claim for benefits. Appeals must be made in writing and sent to:

MetLife HR Global Compensation and Benefits
Attention: Plan Administrator, MetLife 401(k) Plan Unit – ERISA Appeals
501 U.S. Highway 22
Location Code 02F-102
Bridgewater, NJ 08807

The review by the Plan administrator or his or her designee will take into account all comments, documents, records and other information submitted by the claimant at the time of the appeal. The initial adverse decision will not receive any deference in the appeal decision making process.

The Plan Administrator will review the decision and make a determination within 60 days. The appeal response time can be extended for another 60 days by the Plan Administrator in writing for cases that the Plan Administrator determines that additional time is needed to resolve.

Participants whose appeals are denied will receive a written explanation for the denial. The explanation will include the reason(s) for the denial and the plan provision(s) upon which the decision was based. The Plan Administrator or his or her designee has full discretion in making all required determinations.

Upon exhaustion of the administrative review process, Participants have the right to file a civil suit under Section 502(a) of ERISA, no later than six months from the date of the final appeal denial, to further challenge entitlement to the request being denied.

This Summary Plan Description summarizes the key provisions of the MetLife 401(k) Plan as of January 1, 2022. The details of Plan terms and conditions are contained in the formal Plan document. If any provision of this SPD conflicts with the formal Plan document, the formal Plan document will govern.

MetLife, in its sole and absolute discretion, reserves the right to change, alter, amend or discontinue all or any part of any plan, including the Plan, at any time as permitted by applicable law. No employee or representative of the Company is authorized to make any oral or written promises to you about the Plan, nor may any employee or representative of the Company in any way alter the Plan's terms, except by formal written plan amendment.

Employment at MetLife is "at will". Nothing in this Summary Plan Description changes your right, and that of MetLife, to end your employment at any time and for any reason.



MetLife
200 Park Avenue
New York, NY 10036
metlife.com
MET-401(k) -SPD-2022