Savings and Stock Investment Plan (SSIP)

Summary Plan Description
Effective: January 1, 2025

This document is your Summary Plan Description for the Savings and Stock Investment Plan, for purposes of the Employee Retirement Income Security Act of 1974.

Contents

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Introduction

An Overview

This is your Summary Plan Description (SPD) for the Savings and Stock Investment Plan for Salaried Employees (SSIP or Plan) offered by Ford Motor Company (Ford or Company).

The SSIP provides a convenient way to save, invest and help you achieve your long-term financial goals with these features:

- **Automatic enrollment:** Newly hired employees are automatically enrolled in the Plan.
- **Choice of contribution methods:** You can choose pre-tax, Roth or after-tax contributions.
- **Retirement savings:** You can save up to 50% of base salary from each paycheck. You also can allocate all or a portion of the following as pre-tax or Roth contributions:
  - Annual Performance Bonus Plan (APBP).
  - Ford Credit Flex Bonus Rewards (FBR).
  - Other participating subsidiary bonus payments.
  - Any Company discretionary payments distributed along with bonus payments.
- **Catch-up savings:** You can save additional catch-up contributions if you are at least age 50 by December 31 of a given year.
- **Company matching contributions:** You may be eligible for Company matching contributions on a certain percentage of base salary that you contribute to the SSIP. These contributions are credited to your SSIP account each pay period that you contribute. However, Company matching contributions are subject to forfeiture if you terminate employment before they are vested.
- **Company Ford Retirement Plan (FRP) contributions:** You may be eligible for Company FRP contributions (see the “Company FRP Contributions” section). These contributions are credited to your SSIP account each pay period, if eligible. However, Company FRP contributions are subject to forfeiture if you terminate employment before they are vested.
- **Unique tax advantages:** Your pre-tax contributions are deducted from your eligible compensation before federal and most state and local income taxes are withheld. Earnings on all contributions are not taxed until they are distributed from the Plan. Other tax advantages also may be available upon distribution of your account.

  Generally, assets attributable to pre-tax and Roth contributions cannot be withdrawn before age 59½, while you are still employed, except under certain circumstances. For more information, refer to the “Withdrawals,” “Plan Loans” and “Special Tax Notice” sections.

- **Investment options:** You may choose among various investment options that offer a range of risk and return characteristics allowing for different investment goals.
- **Daily transactions:** You can make transfers between most investment options, withdraw assets, or initiate loans on any business day. Generally, transactions you request before 4 p.m., Eastern time will be effective at the close of the business day. Restrictions may apply to transactions by Company officers involving the Ford Stock Fund. From time to time, limits may be imposed on transfers into investment options. See additional information in the "Fund Transfers" section.
- **Daily account valuation:** Your account is valued daily to provide up-to-date account information when you need it.
- **Deferred distribution:** In most cases, you may elect to leave your assets in the Plan after you leave the Company.
- **Administration:** Most account details and transactions can be viewed or initiated using **myfordbenefits.com**. You also may contact the National Employee Services Center (NESC) for help.

This SPD describes plan provisions as of January 1, 2025 and replaces any prior SPD you may have received for this benefit. Note that detailed provisions of the Plan, not this summary, govern the actual rights and benefits to which you may be entitled. If there is a conflict between this summary and the Plan document, the Plan document will control.

Note to Participants Who Are Not Active Employees: As you review this document, keep in mind that some Plan features, such as making contributions, receiving Company matching contributions and requesting loans or hardship withdrawals, do not apply to retirees, terminated employees, alternate payees, beneficiaries and certain other participants who are not active employees, unless stated otherwise.

Account Statements

An account statement is sent to you as soon as practicable after the end of each quarter. The statement shows your fund balances, transactions, fees deducted from your account, lifetime monthly income illustrations, and other information. It is considered accepted by you or your beneficiaries as correct unless the NESC receives written notice to the contrary within 30 days after the statement has been delivered to you.

If You Have Questions

Your SPD contains valuable information about:

- Who is eligible to participate
- How the SSIP works
- Investment options
- Account valuations
- How to request a loan, withdrawal or distribution

If you have any questions about the SSIP, you can contact the:

Ford Motor Company National Employee Services Center
Dept. 01700
P.O. Box 299100
Lewisville, TX 75029-9100
Phone: 1-800-248-4444 (TDD: 711)
From overseas, call 1-312-479-9571, supported by AT&T Direct

Representatives are available Monday through Friday from 9 a.m. to 9 p.m., Eastern time, except on New York Stock Exchange holidays.

Online Account Access

The **myfordbenefits.com** website provides 24-hour access to your benefits and permits a variety of transactions to be initiated online. Here are some of the things you can do on the **myfordbenefits.com** website:

- Ask benefits questions via the real-time Chat feature
- Manage your SSIP account (enter your User ID and your Personal Identification Number [PIN])

  To avoid unauthorized access to your SSIP account, it is very important that you keep your User ID and PIN confidential at all times!

- Obtain account statements
- Obtain quarterly fund performance history
- Name or change your beneficiary
- View documents, forms and helpful links while researching your benefits

Transaction Deadlines

Changes in investment elections are effective the next business day. Fund transfers, loans and withdrawals using **myfordbenefits.com** or the NESC are effective as of the close of the market (usually 4 p.m., Eastern time) on that day. If your request is made or confirmed after this time or on non-business days, such as weekends or holidays, your transaction will be effective as of the close of business on the next business day. A business day is any day the New York Stock Exchange is open for trading. Generally, there is high call volume near the close of the market. Consider calling early to be sure your request can be processed by the 4 p.m. deadline.

Note: It could take up to two pay periods before changes to your contribution elections are reflected in your paycheck. Be sure to notify the NESC if your changes are not being reflected after this time.

If you have any questions about the SSIP after reading this SPD, please contact the NESC.

Eligibility

You’re eligible to participate in the SSIP (contribute your own money) if you are a:

- U.S. salaried employee (i.e., full-time, part-time, outbound International Service Employee (ISE) or supplemental) on the active employment rolls of Ford or a participating subsidiary.
- Salaried employee covered by a collective bargaining agreement, only if the agreement so provides.
- Retiree who returns to employment, on the same basis as active eligible employees.

Inbound ISEs on assignment in the U.S. are not eligible to participate in the SSIP.

Plan Participation

Participating in the SSIP with your own contributions is voluntary, and you are eligible to do so immediately.

However, to make saving under the Plan easier, you are automatically enrolled at a 5% pre-tax contribution rate that is deducted from your base salary during your first year of hire.

There is a minimum 45-day waiting period after your hire date until your automatic enrollment is sent to the Ford payroll system. This allows you time to opt out of the enrollment on **myfordbenefits.com**. After the 45 days, it may take up to two pay periods before enrollment is reflected in your paycheck. Be sure to notify the NESC if your contributions are not being deducted from your paycheck after this time. If you want your contributions to start sooner, you must enroll manually on **myfordbenefits.com**. In addition, if you opt-out of automatic enrollment, you can re-enroll and/or change your contribution rate at any time on **myfordbenefits.com**

Your automatic contributions are invested in the SSIP Qualified Default Investment Alternative (QDIA), a BlackRock LifePath® Index NL Fund, appropriate for you based on your age as of December 31. You can change how your SSIP contributions are invested at any time.

On the first day of the month after the anniversary of the effective date of your first automatic contribution, your pre-tax contribution rate will be increased 1% annually until the pre-tax rate equals 10% of your base salary. Unless you delete or change the automatic increase, the increased amount will be deducted from your base salary as soon as administratively possible following the effective date of the increase. This feature helps you plan for the future now, so that you don't have to remember to increase your savings later. You can always contribute more than 10%, up to the Plan contribution limit described below.

Note: Automatic enrollment may not apply to individuals who are rehired (i.e., return to employment with the Company) or transfer from non-U.S. locations or certain subsidiaries. In these cases, you must elect or re-elect to make contributions if you want to participate in the Plan, even if you had previous contribution elections. You may enroll or re-enroll in the Plan through **myfordbenefits.com** or by calling the NESC.

Naming a Beneficiary

You should designate whom you want to receive your SSIP account balance to avoid issues after your death. Make sure you update your beneficiary designations as your family status changes.

Your beneficiary will be entitled to the remainder of your SSIP benefit, if you die before your account is distributed to you, as follows:

- If you're married at time of death, your surviving spouse will be entitled to your vested account balance, unless you designate someone else as your beneficiary. Your spouse must consent to this alternative beneficiary in writing by providing signed, notarized consent.

- If you are not married at time of death, your vested account balance will be distributed to your estate, unless you have an SSIP beneficiary designation on file at time of death.

Beneficiaries may not designate their own beneficiaries. The account balance of deceased beneficiaries will be distributed to their estate.

You may submit beneficiary designation(s) for your SSIP account on **myfordbenefits.com** or by calling the NESC. You may change or revoke your beneficiary designations at any time.

Incapacitation

If you or your beneficiary is incapacitated, any payments from your account may be deferred until a legal representative is appointed by a court. The person or party may include a private or public institution, a trust for the benefit of such person (e.g., a conservator or guardian approved by a court for the benefit of such person when such conservator or guardian is supervised or required to provide periodic accountings to the court or agent of the court). The Plan does not accept any type of power of attorney to act on behalf of you or your beneficiary.

Making Contributions

You can contribute to the SSIP in three ways:

- Contributions deducted directly from your base salary each pay period
- Contribution of all or a portion of any APBP, FBR or other participating subsidiary bonus payment (and any discretionary payments distributed with such bonus payment)
- Rollover from another eligible retirement plan

You may not contribute other compensation, such as a signing bonus or severance payment, to the SSIP.

When you enroll in the SSIP, you elect how much to save and whether you'll save through pre-tax contributions, Roth contributions, after-tax contributions or any combination of these. You can save from 1% to 50% of your base salary, in whole percentages, as long as the combined percentages do not exceed 50%. If you are at least age 50, or will reach age 50 by December 31, you also may make additional pre-tax or Roth contributions (catch-up contributions) of 1% to 50% of your base salary in whole percentages. For Plan purposes, your eligible salary does not include any additional compensation, overtime payments or any other special compensation.

Note: If you are a resident of Puerto Rico participating in the Plan, you may not contribute any more than 10% of your base salary in after-tax contributions under the Puerto Rico Internal Revenue Code of 2011, as amended (PR Code).

You may change or stop the percentage of base salary you contribute to the SSIP at any time through **myfordbenefits.com** or by calling the NESC. The changes will be effective as soon as administratively feasible. It can take up to two pay periods before you see the change in your paycheck.

Contributions are subject to annual limits imposed under the Internal Revenue Code of 1986, as amended (Code) and the PR Code for residents of Puerto Rico. These limits are available on **myfordbenefits.com** and may be adjusted annually for inflation.

Pre-Tax Contributions (Including Pre-Tax Catch-up Contributions)

Pre-tax contributions are deducted from your base salary **before** federal and most state and local income taxes are withheld, and your taxable pay for current federal income tax purposes is reduced by the amount of your pre-tax contributions. Social Security taxes apply to your gross salary, including pre-tax contributions. Review the "Catch-Up Contribution Feature" section in the Appendix for additional information on catch-up contributions.

You eventually will pay income taxes on the value of your pre-tax contributions, including any related earnings, when they are withdrawn or distributed from your SSIP account. See the "Special Tax Notice" section for more information on tax treatment at the time of withdrawal or distribution.

Roth Contributions (Including Roth Catch-up Contributions)

Roth contributions are made **after** federal income taxes, Social Security taxes and state or local income taxes are withheld from your base salary. However, you won't pay taxes again on any Roth contributions, including any related earnings, if you take a qualified withdrawal from your SSIP account.

Review the "Catch-Up Contributions" section for additional information on catch-up contributions and see the "Special Tax Notice" section for more information on tax treatments at the time of withdrawal or distribution.

After-Tax Contributions

After-tax contributions are made **after** federal income taxes, Social Security taxes and state or local income taxes are withheld from your base salary. Any taxes on investment earnings are deferred until the earnings are paid to you. However, you won't pay taxes again on any after-tax contributions upon distribution. See the "Special Tax Notice" section for more information on tax treatment at the time of withdrawal or distribution.

Contribution Spillover Election

The contribution spillover election helps you maintain your savings rate and Company matching contributions should you reach the annual regulatory limit on pre-tax/Roth contributions before the end of the year.

The following employees are not eligible for Contribution spillover elections:

- Electriphi employees

When activated, this election authorizes the Company to automatically deduct up to 10% of your base salary as after-tax contributions instead of pre-tax/Roth contributions after you reach the annual limit.

Example: If your pre-tax contribution rate is 15% and you activate the spillover feature, 10% will be deducted from your base salary on an after-tax basis, after you reach the annual limit. If your pre-tax contribution rate is 5% percent, 5% will be deducted from your base salary on an after-tax basis, after you reach the annual limit.

If the spillover election is activated **and** you have made a separate after-tax election, an amount equal to your pre-tax/Roth contribution rate (up to 10%) will be added to your separate after-tax deduction percentage after you reach the annual limit.

Example: If you elect a 15% pre-tax deduction, a 15% after-tax deduction and activate the spillover election, a total of 25% will be deducted from your paycheck in after-tax contributions after you reach the annual limit.

After-tax contributions attributable to your spillover election are invested according to your investment election(s) on file, if any, or the SSIP default investment option if you do not have elections on file.

Catch-Up Contributions

If you are age 50 or older, or will reach age 50 on or before December 31 of the current year, you may contribute from 1% to 50% (in whole percentages) of your base salary on a pre-tax or Roth basis as catch-up contributions. This election is in addition to your regular contribution deductions.

If your regular contribution deductions stop because you have reached certain limits during the year (Code Section 402(g) annual deferral limit, the Plan contribution limit, Code Section 415 defined contribution annual dollar limit), you may continue making catch-up contributions up to the annual regulatory catch-up limit. You do not have to wait until you reach the regular annual deferral limit to begin making catch-up contributions; you may make a dual election (e.g., elect to make catch-up pre-tax or Roth contributions and regular pre-tax or Roth contributions at the same time.) When you reach the catch-up contribution limit, your catch-up contributions will stop automatically.

You may make changes to your catch-up contribution deferral percentage at any time. Generally, changes are effective within one to two pay periods.

Your catch-up contributions are invested in the same investment options you have chosen for your regular pre-tax or Roth deferrals.

Your catch-up contribution election will carry over from year to year, unless you change it, similar to your regular pre-tax, Roth and after-tax contributions.

Your catch-up contributions do not appear on your paycheck stub as a separate line item, but will be included in your year-to-date pre-tax or Roth deductions. You can track your catch-up contributions at any time by accessing your account online at **myfordbenefits.com** or by contacting the NESC.

Bonus and Discretionary Payment Contributions

You may elect to have all or a portion of any APBP, FBR or other participating subsidiary bonus payment (and any discretionary payments distributed with such bonus payment) allocated to the SSIP as pre-tax or Roth contributions. These allocations count toward the annual limit and are invested according to your pre-tax or Roth investment elections. Otherwise, they are invested in the SSIP's designated default investment option. You do not have to contribute to the SSIP to make this election.

Bonus and discretionary payments allocated to the SSIP are not eligible for the Company matching contributions described later in the "Company Matching Contributions" subsection, but are subject to all other provisions of the Plan. More detailed information on the bonus programs is available on Life@Ford under the respective programs.

You can make a separate contribution election for eligible bonus payments (and any discretionary payments distributed with such bonus payments) to the SSIP on **myfordbenefits.com**. Your election remains in effect for future eligible bonuses until changed.

Rollover Contributions

Active employees may arrange for a rollover of the taxable portion of a cash distribution from an eligible retirement plan as either a direct rollover (distribution check made payable to the SSIP for your benefit) or an indirect rollover (distribution check made payable to you). Indirect rollovers should be made within 60 days from the date of distribution (60-day rollover).

Eligible retirement plans may include:

- 401(k) plans from prior employers
- Conduit IRAs — IRAs that hold a distribution from your prior employer's plan, plus earnings, and are not mixed with annual IRA contributions made on an after-tax basis
- 403(b) arrangements (tax-free annuities)
- 457(b) plans (governmental plans)
- Traditional IRAs

These rules also apply:

- The SSIP accepts Roth and after-tax amounts from eligible retirement plans only in a direct rollover from your prior employer's plan. Under current regulations, the SSIP may not accept after-tax monies from an IRA.
- You may roll over an eligible distribution from your deceased spouse or former spouse (due to a Qualified Domestic Relations Order) from the eligible plans listed above.
- Employees with an SSIP account who retire from the Company under the GRP, and who elect a lump sum payment from the GRP, may roll the distribution over to the SSIP. The rollover may not be invested in the Ford Stock Fund.
- Once your assets are transferred to the SSIP, they are subject to SSIP withdrawal and distribution rules. See the "Withdrawals" and "Distributions" sections for more information.
- Rollover contributions are not eligible for any Company matching contributions, as described under the "Company Matching Contributions" subsection below.

Contact the NESC for more information if you would like to arrange a rollover and to obtain the necessary form that has important information you need to complete the rollover.

Contributions Following Qualified Military Service

If you are a Plan participant and are reinstated following qualified military service, as defined in the Uniformed Services Employment and Reemployment Rights Act (USERRA), you may elect to have contributions made to the Plan for the period of time when contributions were not otherwise possible due to military service. These contributions must be made from your salary paid following qualified military service.

If you elect military make-up contributions, the maximum amount of contributions allowed is calculated using your base salary and, should you elect, any bonus payments you would have received (but didn't due to military service). These contributions are subject to the provisions of the Plan in effect during the applicable period of military service. After your employment is reinstated, you'll have the lesser of five years or the actual period of military service multiplied by three, to make up missed contributions.

Military make-up contributions are not considered in the year in which they are made for purposes of any regulatory limit. However, if you contribute to any other employer plan (such as the Federal Thrift Savings Plan), those contributions plus any make-up contributions to the SSIP cannot exceed the annual regulatory limit for each year you were on qualified military leave.

Payments on any outstanding loan(s) in good standing (no delinquent payment due) before to the start of your military service may be suspended for the period of time you are on military leave. However, you may elect to continue payments via coupons that will be sent to you automatically by the NESC, or via direct debit from your banking account. Upon reinstatement, your loans are re-amortized and extended for a period of time equal to the period of qualified military service.

Limitations on Contributions and Eligible Compensation

Complex tax rules govern contributions to plans like the SSIP. These regulatory limits may be adjusted for inflation each year.

The following Plan provisions and regulatory limits related to savings rates of employees at different pay levels, maximum total contributions to the SSIP and the maximum amount of eligible pay that can be considered, apply:

- The tax law is designed to encourage fair rates of savings among employees at all pay levels. If the savings rates among all SSIP participants do not meet certain regulatory requirements, the Company is required to adjust individual savings of highly compensated employees (HCEs) to comply with these requirements. HCEs are employees who received compensation from the Company in the previous year above the regulatory limit for HCEs for that year and who, when ranked based on compensation, are in the top 20% of employees.

  Whether contributions for HCEs will be returned depends on the amount of contributions made by or on behalf of non-highly compensated participants, as determined through regulatory testing. If, as a result of such testing, contributions for HCEs must be returned, you may not be able to save the maximum otherwise allowed under the SSIP.

- The sum of all contributions to the SSIP (e.g., pre-tax and Roth contributions [excluding any catch-up contributions], after-tax contributions, Company matching contributions and Company FRP contributions) plus your contributions to the General Retirement Plan cannot be more than the lesser of the regulatory annual additions limit or 100% of your compensation. For Plan purposes, compensation is your gross earnings for the calendar year.

- The annual additions limit may be adjusted for inflation each year.

  The annual additions limit is divided by the number of annual pay periods. Your contributions for each pay period cannot be more than this prorated amount on a cumulative basis. You may be affected by this pay-period limit if you are contributing at or near the maximum Plan level contribution rate of 50%. Contributions, including any bonus payments and any Company discretionary payments distributed with the bonus payments you elect to defer, will be adjusted to comply with these limits.

- There is an annual limit on the amount of eligible pay that can be considered for the purpose of determining your SSIP contributions. This limit is prorated each pay period and your contribution percentage is applied to this prorated amount. The regulatory limit on eligible compensation may be adjusted for inflation annually.

How Other Benefits Are Affected by Pre-Tax Contributions

Pension, life insurance, disability and most other employee benefits for which you are eligible will continue to be based on your base salary before adjustments for pre-tax contributions.

Company Matching Contributions

Ford Motor Company and certain other participating subsidiary employees are eligible to receive Company matching contributions.

Company matching contributions can help your SSIP account grow even faster and are paid when you contribute to the SSIP each pay period. You earn rights to Company matching contributions through a process called "vesting." See the "Vesting" section for more details.

If you are eligible, for every dollar you contribute to the SSIP from your base salary, Ford makes a matching contribution of a specific amount each pay period. The current matching contribution rate is $.90 on each $1 of base salary contributed up to 5%. To maximize the Company matching contribution, your contribution percentage must be at least 5%.

For Electriphi employees, the Company matching contribution rate is $1 on each $1 of base salary contributed up to 5%.

Company matching contributions apply to any pre-tax contributions, Roth contributions, catch-up contributions, or after-tax contributions deducted from your paycheck. If you choose a combination of types, the Company matching contribution rate will first apply to your pre-tax contributions, then to Roth contributions, then to catch-up contributions, and then to your after-tax contributions, up to 5% of total base salary contributed.

If you reach your pre-tax/Roth contribution limit and/or catch-up contribution limit, you will not receive any Company matching contributions unless you elect to make after-tax contributions each pay period (see "Contribution Spillover Election" earlier in this section.)

You determine how your Company matching contributions are invested. If you do not select an investment option(s), they will be invested in the SSIP default investment option. You can confirm how your Company matching contributions are invested through **myfordbenefits.com** or by calling the NESC.

Company matching contributions are made from the Company’s current or accumulated profits and may be reduced or suspended at the Company’s discretion. Company matching contributions and earnings on them are subject to taxes when you receive them from the Plan (e.g., a withdrawal or distribution). See the “Special Tax Notice” section for more information on tax treatments at the time of withdrawal or distribution.

Company matching contributions **are not made** on:

- Pre-tax and Roth contributions (including catch-up) or after-tax contributions above 5% of base salary
- APBP, FBR or other participating subsidiary bonus payments (and any discretionary payments paid with the bonus payments) contributed to the SSIP
- Rollover contributions as described above under “Rollover Contributions”

Company FRP Contributions

All full-time (including outbound U.S. International Service Employees (ISEs)), part-time and certain supplemental employees of Ford Motor Company and certain participating subsidiaries, who are hired or rehired on or after January 1, 2004, are automatically eligible to receive Company FRP contributions into their SSIP account as of the date of hire or rehire.

The following employees are not eligible for Company FRP contributions:

- Rehired retirees
- Deferred vested employees who are rehired as supplemental employees after commencing retirement benefits
- Inbound ISEs to the U.S.
- Leased employees
- Quantum Signal AI employees
- Electriphi employees

Certain participants in the General Retirement Plan (GRP) who transfer to another employment type (e.g., a supplemental employee who transfers to regular full-time or part-time, or a regular full-time employee who transfers to regular part-time) may receive a new or adjusted Ford Service Date (FSD). If the new or adjusted FSD is January 1, 2004 or later, the affected employee ceases participation in the GRP and begins receiving Company FRP contributions.

Company FRP contributions are determined on a yearly basis by multiplying the contribution rate below by your monthly or semi-monthly base salary. For supplemental employees, base salary equals the hourly rate multiplied by hours worked. Other forms of compensation (e.g., overtime payments, bonuses, retainers, commissions, or any other special compensation) are not included in eligible compensation. Company FRP contributions are made each pay period you receive a paycheck. Employees on a “no-pay” status for any reason do not receive a contribution for that pay period.

Company FRP Contribution Schedule

Age at Year End	***Contribution Rate***
Under age 40	3.5%
Age 40 through 49	4.5%
Age 50 and over	5.5%

Vesting

"Vesting" means you have a non-forfeitable interest (or ownership right) in your Company matching contributions and Company FRP contributions (together, "Company Contributions"). You are always vested in the contributions you make to the SSIP**.**

Vesting of Company Contributions

Your Company Contributions vest three years after your original date of hire (if you are still employed by the Company at that time). For Electriphi employees, Company Contributions vest immediately. Once your Company Contributions are vested, any future Company Contributions vest immediately.

Company Contributions also vest immediately if you terminate employment because you retire, reach age 65 while actively employed, die as an active employee or while on military leave or if the Plan is terminated.

Forfeiture of Company Contributions

Your unvested Company Contributions will be forfeited as soon as practicable after the earlier of the following if you terminate employment with the Company before the third anniversary of your original date of hire:

- Five years after termination, or
- Upon distribution of your entire account balance after termination.

Restoration of Company Contributions

If you forfeit unvested Company Contributions because you make a withdrawal or receive a distribution following termination of employment, the value of the assets forfeited is restored to your account if you are rehired by the Company (either full time or part time), and you repay to the Plan the amount withdrawn or distributed. The repayment must be made in a lump sum.

You must be rehired before the end of the fifth consecutive Plan Year (calendar year) after the year your employment terminated, and you must make the repayment no later than the end of the fifth consecutive Plan Year beginning with the effective date of your rehire. The value restored will be the cash value as of the date of the forfeiture.

Withdrawals where no Company Contributions were forfeited may not be re-deposited into the SSIP.

Investing

Investment Elections for Future Contributions

Contributions must be invested in one percent increments for each investment option you select. You may choose various investment options for your own contributions, rollover contributions, Company matching contributions and Company FRP contributions. Your contributions deducted from your paycheck, along with any Company Contributions, are invested in the options you elect as soon as possible, usually within two business days after pay day.

You may change your investment elections for future contributions at any time on **myfordbenefits.com** or by calling the NESC. Your new investment elections are effective on the next business day.

Note: Company FRP contributions and lump sum payments rolled over from the GRP may not be invested in the Ford Stock Fund.

Member Responsibility

This SPD is intended to constitute a plan described in Section 404(c) of the Employee Retirement Income Security Act of 1974, as amended (ERISA) and Title 29 of the Code of Federal Regulations Section 2550.404c-1. The fiduciaries of the SSIP may be relieved of the liability for any losses that are the direct and necessary result of investment instructions given by a participant or beneficiary.

You are solely responsible for the selection of your investment options under the Plan. Ford Motor Company, the trustee, any appointed fiduciary, the NESC and employees and agents of Ford Motor Company are not authorized to provide investment advice unless specifically engaged by the Company. For this purpose, the Company engages Edelman Financial Engines L.L.C. to provide online investment advice (at no additional cost to you) and fee-based professional management under the Plan. These services are optional and may be used at your discretion.

The fact that an investment option is available under the Plan should not be construed as a recommendation for that option.

The market price and the rate of return on each investment option may fluctuate over time and in varying degrees. Accordingly, the proceeds realized from such investments, if any, will depend on the prevailing market price of the investments at a specific time, which may be more or less than the amount initially invested. There is no assurance that the investment options will achieve their objectives.

Before you invest in any of the investment options, be sure to review its information on **myfordbenefits.com** or call the NESC to request a printed copy of the information.

Designated Default Investment Option

The SSIP default investment options (also known as a “qualified default investment alternative”) are target-date funds, the BlackRock LifePath® Index NL Funds. Any contributions for which you do not provide investment direction are automatically invested in the default investment options.

If your contributions default to a target-date fund, you have the right to direct the investment of your existing balances and future contributions to any available investment options under the SSIP, subject to any restrictions imposed by any of the other available options under the Plan.

The BlackRock LifePath® Index NL Fund chosen as your investment option default is based on your age as of December 31 (see schedule below), and on the assumption that you will start withdrawing money from your account at age 65. Each fund’s investment strategy is based on a time horizon and level of risk that investors on average would deem appropriate for that timeframe. The investment strategy evolves as the fund approaches its target date. For instance, in the early years, when you have more time to recover from potentially negative stock market returns, each fund’s asset allocation favors stocks to try to maximize returns. Then, as the fund gets closer to its “target date,” the fund gradually moves more money out of stocks and into more conservative investments, like bonds, to try to preserve the accumulated value of your account. No action is required on your part to rebalance your account.

BlackRock LifePath® Index NL Fund Default Schedule

If Date of Birth Is ...	The Default BlackRock LifePath® Index NL Fund Is ...
In or before 1962	BlackRock LifePath® Index Retirement NL Fund
From 1963 through 1967	BlackRock LifePath® Index 2030 NL Fund
From 1968 through 1972	BlackRock LifePath® Index 2035 NL Fund
From 1973 through 1977	BlackRock LifePath® Index 2040 NL Fund
From 1978 through 1982	BlackRock LifePath® Index 2045 NL Fund
From 1983 through 1987	BlackRock LifePath® Index 2050 NL Fund
From 1988 through 1992	BlackRock LifePath® Index 2055 NL Fund
From 1993 through 1997	BlackRock LifePath® Index 2060 NL Fund
In 1998 or after	BlackRock LifePath® Index 2065 NL Fund

Available Investment Options

Investment Objective	**Tier 1** Target Date Funds	**Tier 2** Core Funds	**Tier 3** Extended Core Funds
Professionally Managed Asset Allocation	BlackRock LifePath Index NL Funds: ▪ Retirement Fund ▪ 2030 Fund ▪ 2035 Fund ▪ 2040 Fund ▪ 2045 Fund ▪ 2050 Fund ▪ 2055 Fund ▪ 2060 Fund ▪ 2065 Fund		
Growth		▪ Vanguard U.S. Large Cap Index ▪ Vanguard U.S. Small/Mid Cap Index ▪ BlackRock International All Cap Equity Index NL Fund ▪ State Street Global All Cap Equity Index NL Series Fund – Class A	▪ Fidelity Growth Company Fund CP ▪ Neuberger Berman Genesis Fund SA ▪ T. Rowe Price International Small Cap Equity Trust ▪ Ford Stock Fund*
Income		▪ Black Rock Bond Index Fund NL	
Capital Preservation		▪ Interest Income Fund	
Inflation Protection		▪ State Street Real Asset Fund – Class A	

Fund Transfers

Assets may be transferred from any investment option directly to any other investment option, subject to certain restrictions. There is a limit of one transfer transaction per day. If you want to add to or change a pending transfer from earlier the same day, you must first cancel the original transaction.

* Not available for Company FRP contributions and Pension rollover contributions.

You may request a transfer through **myfordbenefits.com** or by calling the NESC. Your transfer will be effective as of the close of business on any business day if your request is confirmed before the close of the New York Stock Exchange (usually 4 p.m., Eastern time) on that day. If your request is made or confirmed after this time, or on a non-business day such as a weekend or holiday, your transfer will be effective as of the close of the next business day. Because of potential high call volumes near the close of the market, you may wish to call early to be sure your request is confirmed before the deadline. A business day is any day that the New York Stock Exchange is open for trading.

You may request a transfer in:

- Dollars; or
- Percentage of current fund balance in 1% increments.

Trading Restrictions (or Purchase Blocks)

The investment options available in the SSIP may impose limits on how frequently you can transfer into the investment option. For example, a fund may not allow you to transfer assets back into the fund if you have transferred assets out of the fund within the previous 30 days. Information on fund trading restrictions is available in the *Annual Participant Disclosure* on **myfordbenefits.com**.

Transfer Privileges

The SSIP investment options reserve the right to modify or withdraw transfer privileges at any time, including rejecting any transactions deemed to be disruptive to the fund manager's ability to manage the fund's portfolio. This may include, but is not limited to, substantive dollar amount and/or frequent "round-trip" transactions. (Generally, a "round-trip" is defined as a transfer of assets into and out of, or out of and into, the same fund.) You can transfer assets out of a fund at any time.

If your transaction is rejected by the fund, Alight Solutions LLC (Alight), as the provider of recordkeeping and administrative services for the SSIP, is not notified until the following business day. At that time, the transaction is reversed (monies are reinvested into the fund(s) from which the transfer was originally processed) at the current fund price.

Fidelity also may instruct Alight to disallow the transfer of existing assets into their funds if they determine you have engaged in market timing. If this occurs, you will be notified of the restriction and its duration. Please note that neither Ford nor Alight has the ability to influence the fund's decision with respect to modifying or withdrawing transfer privileges.

Transfer Privileges Regarding the Ford Stock Fund

Restrictions may apply to transactions by Company officers involving the Ford Stock Fund.

Independent Fiduciary and Investment Manager for Ford Stock Fund

Newport Trust Company (Newport) is the independent fiduciary and investment manager for the Ford Stock Fund. Newport has no responsibility for any investment funds in the SSIP other than the Ford Stock Fund.

The Ford Stock Fund is invested exclusively in shares of Ford common stock, except for a small portion invested in short-term securities to provide liquidity for daily transaction activity. As independent fiduciary for the Ford Stock Fund under ERISA, Newport has the sole fiduciary responsibility under the Plan and ERISA for deciding whether to restrict or prohibit investment in the Ford Stock Fund, or to sell or otherwise dispose of all or any portion of the Ford common stock held in the Ford Stock Fund, subject to the terms of the Plan and any legal and/or practical restrictions. Under the terms of its engagement, Newport will continue to permit investment in the Ford Stock Fund in accordance with the terms of the Plan unless otherwise prohibited by ERISA.

Newport will not be in possession of any inside information concerning Ford or its financial condition, and will make any decisions regarding the Ford Stock Fund solely based on publicly available information. While Newport intends to communicate to participants any significant action it takes with respect to the Ford Stock Fund, circumstances may require it to act before doing so.

Check the Newport website established for SSIP participants at **newportgroup.com/fordplans** periodically for communications from Newport concerning the Ford Stock Fund.

If you have questions or comments about the Ford Stock Fund, please contact Newport at **fordmotorco@newportgroup.com**. You can also contact Newport by mail at:

Ford Participant Inquiry
c/o Newport Trust Company
601 S. Figueroa Street, 44th Floor
Los Angeles, CA 90017

Fees and Expenses

Administrative and Transactional Fees

Plan administrative and recordkeeping expenses are the costs of maintaining the SSIP's day-to-day operations. They include:

- Costs for processing contributions, loans and withdrawals
- Providing daily participant account valuation and plan accounting
- Calculating account balances
- Generating account statements, etc.

Other expenses ensure the Plan meets legal and tax requirements and provides other services (e.g., education, communications and postage, legal fees, website access and operation of the NESC).

Generally, administrative, recordkeeping and other expenses incurred by the SSIP are paid by the Company or from forfeitures or other non-participant SSIP assets.

Your SSIP account is not assessed fees for participant transactional services (e.g., loans, withdrawals, Qualified Domestic Relation Order processing, etc.). However, your account is charged if you request expedited mail delivery. Before requesting this service, be sure you understand the specific cost.

Total Annual Operating Expenses (Expense Ratio)

These are a percentage of the fund's assets used to pay for the fund's total annual operating expenses, which include management fees, administrative services fees, auditing and financial statement preparation fees, custodial fees, etc.

Total annual operating expenses are reported as a percent or "basis points." One basis point is 1/100th of one percent.

Example: If a fund charges an expense ratio of 0.08% or eight basis points, the fund's return is reduced by 8/100ths of one percent (.0008) annually to cover total annual operating expenses. For each $10,000 invested in that hypothetical fund, $8 ($10,000 times .0008) is deducted annually.

Expense ratio fees accrue daily on the average daily fund balance and are assessed monthly. The total is deducted from the fund's assets. Generally, they reduce fund returns. These fees are factored into the daily share price, or net asset value (NAV), and are not charged separately to your account.

Additional Information

The "Annual Participant Disclosure," updated annually, provides more in-depth fee information. It, along with fund expense ratio information, is available on **myfordbenefits.com**.

Voting

Ford Stock Fund

You are eligible to attend stockholder meetings and can provide instructions on how to vote shares of stock represented by your proportionate interest in the Ford Stock Fund if you are invested in the Ford Stock Fund on the record date. Before each meeting of stockholders, you'll receive information about the meeting and about your voting rights. If you do not provide instructions on how to vote the shares of Ford common stock represented by your proportionate interest in the Ford Stock Fund before the meeting, the trustee will vote those shares proportionately in the same manner as it votes the aggregate of all shares for which instructions have been provided from participants.

You have the right to direct the trustee concerning shareholder rights, such as the right to vote or tender, for shares attributable to your proportionate interest in the Ford Stock Fund. The trustee will hold your decision with respect to the exercise of shareholder rights in confidence, except to the extent required by law. In addition, the Company will not review information concerning your purchase, holding or sale of the Ford Stock Fund, unless required to fulfill its fiduciary obligations (or pursuant to your consent), or if required by applicable law. The Plan fiduciary responsible for monitoring compliance with the confidentiality procedures is:

Ford Motor Company
Investor Relations
World Headquarters, Room 1026
1 American Road
Dearborn, MI 48126-2748

To contact by phone within the U.S. and Canada: 1-800-555-5259; outside the U.S. and Canada: 1-313-845-8540.

Other Investment Options

The Company may appoint the trustee or another fiduciary to exercise voting, tender and similar rights with respect to the funds available under the Plan. The trustees of the funds available under the Plan may exercise such rights with respect to those funds.

Loans

You may borrow from your account if you are an active employee, either full-time or part-time. In addition, you may generally initiate a loan while on a leave of absence from the Company, unless you have an outstanding defaulted loan balance at the time your leave status is recorded by the recordkeeper. The maximum loan amount available to you to borrow is located on **myfordbenefits.com**. Or, you may contact the NESC for this information.

Your assets will be sold proportionately from each investment option to finance your loan; however, you have the option of excluding the Ford Stock Fund. You pay back the amount you borrowed (with interest) to your account over a loan repayment period you elect, subject to the limitations described below. You may repay the total outstanding loan amount at any time without penalty.

Note: The money you borrow from your account misses out on growth opportunities in a rising market. You want your money invested when the market is rising. In addition to contributions, market appreciation is how money invested in your SSIP account grows. But, if you take out any of your SSIP account for a loan, that money is not invested and, therefore, is missing the opportunity for growth.

If your loan defaults, the Internal Revenue Service (IRS) considers the outstanding balance (including accrued interest) a distribution. The distribution is subject to ordinary income taxes and normally a 10% early withdrawal penalty if you are younger than age 59½.

Eligible Assets

In general, eligible assets are pre-tax contributions, Roth contributions, after-tax contributions and any rollover contributions that have been credited to your account. You may not borrow from Company matching contributions or Company FRP contributions.

Limitations

The maximum loan amount is whichever of these is less:

- 50% of the value of the eligible assets in your SSIP account (excluding some money types not available for funding the loan), or

- $50,000 reduced by the highest loan balance under all Ford plans during the previous 12 months

The minimum loan amount is $1,000. Loan amounts over this minimum may be requested in $100 increments.

Loan Application

You may have up to two loans outstanding at any time. All repayment periods are in one-year increments. Pre-approved, general loans can have a loan repayment period of up to five years. If the loan is being used to buy or construct your principal (or primary) residence, you may select a repayment period of up to 10 years. A primary residence loan may not be taken to refinance an existing residence, make a balloon payment on an existing mortgage or purchase a second home or land.

You may request a loan on **myfordbenefits.com** or by calling the NESC.

General loans do not require documentation. However, when you request a primary residence loan, an application is sent to you. You must return the completed application and documentation requested. Your primary residence loan must be issued before the closing on the purchase of your primary residence.

General loans are effective as of the close of business on any business day if your request is made and confirmed before the close of the New York Stock Exchange (usually 4 p.m. Eastern time) on that day. Primary residence loans are processed after the documentation is received and approved. If your request is made and confirmed after this time or on non-business days such as weekends or holidays, your loan is effective as of the close of business on the next business day. A business day is any day that the New York Stock Exchange is open. Because of potentially high call volume near the close of the market, you may wish to call early to be sure your request is confirmed before the deadline.

Your loan check is either mailed to you within three to five business days following your loan effective date, or direct deposited by supplying your bank account information on **myfordbenefits.com**. Interest on your loan begins accruing on the first day following the loan effective date. A Loan Promissory Notice with important information regarding loan terms is sent separately.

Interest Charges

Loan interest rates are set monthly, but do not change during the term of the loan. The interest rate is equal to the prime rate as of the end of the month before the month in which the loan is taken. Interest paid on your loan is credited to your account.

Repayment

You can make additional loan payments or pay off your loan in full, without penalty, at any time. Call the NESC to request an Early Loan Payoff invoice. Partial or total loan prepayments can be made in the form of a cashier’s check, certified check or money order. Or, you may set up an electronic loan payment via direct debit from your bank account on **myfordbenefits.com**.

Here is how payments are made depending on your employment status:

- **Active full-time salaried employees:** Monthly loan repayments are deducted from your month-end paychecks. Normally, payroll deductions begin on the following month-end pay day. Bi-weekly loan repayments are deducted for Quantum Signal AI employees.

  You should verify that the deductions are being made from your paycheck. If deductions are not made, notify the NESC immediately so that corrective action can be taken.

  Note: Be sure you confirm that your take-home pay from your regular paycheck is sufficient to cover the total repayment amount for all outstanding loans for which deductions are required. If your take-home pay is not sufficient, Ford Payroll will not withhold any loan repayments, resulting in delinquent loan payments and possibly loan defaults if the delinquent amounts are not paid in full within the timeframe required.

- **Active salaried supplemental employees:** Monthly loan repayments are not deducted from your paychecks. You must make them manually by setting up direct debit from your bank account on **myfordbenefits.com**, or mail repayment checks to the NESC.

- **Employee transfers (to a non-participating subsidiary or hourly):** Coupons are available for your use in making monthly loan repayments directly to the NESC. Or, you may set up electronic loan repayment through direct debit to your bank account.

- **Employee leaves of absence:** Loan repayments will be suspended while you are on an unpaid non-military leave of absence for up to one year. However, if you choose, you may continue to repay your loan. Coupons are available upon request for your use in making monthly or bi-weekly loan repayments directly to the NESC. Or, you may set up a direct debit from your bank account on **myfordbenefits.com**. When you return to work from leave, your loan will be re-amortized, and higher deductions should begin again automatically. This is because, by law, the original loan term cannot be extended. Be sure to verify that deductions from your paycheck have resumed. If deductions do not resume, contact the NESC immediately so corrective action can be taken.

- **Employees on military leave:** Repayments for loans in good standing (e.g., no delinquent loan repayments) will be suspended while you are on military leave. However, you may choose to continue to repay your loans by making loan repayments directly to the NESC, or setting up direct debits from your bank account on **myfordbenefits.com**. If you receive differential pay from the Company, loan repayments are deducted to the extent the differential payment is sufficient to cover the full loan repayment amount for all outstanding loans.

- **Retired/terminated employees:** If you do not repay your loans in full upon retirement or termination, you may request coupons from the NESC to continue loan repayments (unless you have a history of loan default), or set up direct debits from your bank account on **myfordbenefits.com**. If you do not continue to make repayments, your loans will default.

If you are eligible to make loan repayments via coupons, the NESC mails a supply of coupons for six months. To continue loan repayments beyond six months, you must request an additional supply. If you do not receive coupons within 15 days of the effective date of your status change, contact the NESC immediately. If you are coupon eligible, you may make repayments with personal checks or set up electronic loan repayment through **myfordbenefits.com** or by contacting the NESC.

Note: Regulations governing Plan loans require that, if you have a history of loan default (e.g., outstanding defaulted loan balances), loan repayments must be made through payroll deduction. As a result, if you terminate, retire or are on leave status and your one-year loan repayment suspension expires, **you must repay such loans in full or they will default.**

Note: You are responsible for making timely loan repayments. If repayments are not deducted from your paycheck or set up as electronic loan repayment via direct debit from your bank account, or if you have not received coupons to make loan repayments (e.g., employees on leave, transfers to hourly, or transfers to non-participating subsidiaries) you must access **myfordbenefits.com** or contact the NESC immediately.

Default Process

If you do not comply with the SSIP loan repayment provisions (i.e., fail to make payments on time), the delinquent loan payments will subject your loan(s) to default. A Loan Delinquency Notice (Notice) will be sent to you if any loan repayments are missed. The deadline date applicable to each monthly or bi-weekly payment that was missed will be provided in the Notice.

If you fail to remit the total delinquent payments for each week or month in which payments were not made by the due date and in the form of payment required as stated in the Notice, your loan(s) will default. The outstanding loan balance (principal and accrued interest) will be treated as a distribution in the year of default and will be subject to federal income taxes and early withdrawal penalties. The taxable amount of this distribution will be reported to the IRS. You will receive a Form 1099-R for the tax year in which the loan defaults.

You may elect to pay off your defaulted loan, but you are not required to do so. Interest continues to accrue on defaulted loans as long as you are an active employee. The outstanding defaulted loan balance (including accrued interest on such loans) is considered in determining the amount available for future loans.

Investment of Loan Repayments

Loan repayments, including interest, are invested according to your most recent investment elections for your contributions. Otherwise, your loan repayments, including interest, are invested in the SSIP designated default investment option. You may transfer your assets out of the designated default investment option at any time. See the “Fund Transfers” section for more information.

Withdrawals

The SSIP is intended to help you save for retirement. However, the Plan allows access to the assets in your SSIP account with some restrictions. Withdrawal rules vary, depending on the type of assets, your age and other factors. You can model a withdrawal on **myfordbenefits.com.** Or, the NESC can advise what portion of your withdrawal is taxable.

For information on the tax implications of withdrawals, including the tax penalty for certain withdrawals before age 59½, refer to the "Special Tax Notice" section.

Your assets will be sold proportionately from each investment option to fund your withdrawal.

After-Tax Contributions

You may withdraw all or a portion of your after-tax monies (including any monies attributable to after-tax rollovers) at any time. You are required to withdraw some portion of associated earnings on contributions made after 1986.

Pre-Tax and Roth Contributions

After Age 59½ or Termination of Employment

You may withdraw all or a portion of your pre-tax and/or Roth contributions and associated earnings. If you make a withdrawal at age 59½, or later, while you are still employed, your contributions continue unless you cancel them. You may only withdraw Roth contributions without penalty if at least five years have passed since your initial Roth contribution. The five-year period starts January 1 in the year you make your first Roth contribution.

Before Age 59½

You may withdraw your pre-tax and/or Roth contributions **only** if you have an approved financial hardship while you are still employed.

Severance from Employment

You may withdraw your account balance if you transfer to an unrelated employer as a result of a corporate action (e.g., sale, disposition or reorganization of one of the Company's businesses).

Automatic Enrollment Participants

If you are a subject to automatic enrollment as described in the "Plan Participation" section, you have limited access to the pre-tax contributions credited to your account under this feature.

If you **do not delete** the automatic enrollment transaction by the effective date noted on the confirmation provided to you separately, you may initiate a withdrawal of automatic contributions (called "Refund of Automatic Contributions"). The withdrawal request must be made no later than 60 days after the first automatic contribution is credited to your SSIP account. Otherwise, pre-tax contributions made under the automatic enrollment feature are subject to the withdrawal provisions described above and under "Hardship Withdrawals" later in this section.

The Refund of Automatic Contributions is available only for contributions made under the automatic enrollment feature and is:

- Adjusted for any gains or losses up to the date of the distribution
- Includible in your taxable income in the year of distribution
- Not subject to the early distribution penalty
- Not eligible for rollover

Hardship Withdrawals

Due to regulations governing hardship withdrawals from the SSIP, before you can take a hardship withdrawal, you must use all other withdrawal/distribution options available under the Plan (e.g., loans, age 59$^1/_2$ withdrawal, after-tax withdrawal and Company match withdrawal).

To qualify for a financial hardship:

- You must have an immediate and heavy financial need
- Withdrawal must be necessary to satisfy the financial need
- Amount of hardship withdrawal cannot be in excess of the heavy financial need

Generally, a hardship withdrawal provides you with access to pre-tax, Roth or rollover assets. The portion of your account available for a hardship withdrawal is available on **myfordbenefits.com** or by calling the NESC. A hardship withdrawal cannot be rolled over to another eligible plan or IRA.

Since hardship withdrawals cannot be rolled over, they **are not subject** to the mandatory 20% withholding requirement. However, the withdrawals **are subject** to income taxes and the 10% early withdrawal penalty. (**Note:** the 10% penalty does not apply to hardship distributions taken to satisfy certain medical expenses. You are responsible for appropriately reporting any hardship distributions on your tax return and maintaining the appropriate documentation to support the 10% exclusion.) You should consult with a tax professional and/or review IRS Publications 575, *Pension and Annuity Income* and 502, *Medical and Dental Expenses* for more information.

You may elect to defer applicable taxes until you complete your tax return or voluntarily have the taxes withheld from the hardship distribution. If you want taxes withheld at the time of distribution, your hardship withdrawal amount may be increased.

Note: If you are a resident of Puerto Rico participating in the SSIP, the PR Tax Code requires that you be suspended from making pre-tax, after-tax or catch-up contributions to the SSIP for 12 months after your hardship withdrawal.

Company Matching Contributions

Before age $59^1/_2$, you may not withdraw your vested Company matching contributions that have been in the Plan for less than two calendar years. After you reach age $59^1/_2$, you may withdraw all or a portion of your vested Company matching contribution assets at any time.

Company FRP Contributions

Before termination or retirement, you may not withdraw your vested Company FRP contributions.

How Withdrawals Are Paid

Except for the Ford Stock Fund, assets sold from your investment options will be paid in cash. You may request that equivalent whole shares of Ford common stock represented by your units in the Ford Stock Fund be issued instead. Any fractional shares will be paid in cash.

If you separate from the Company (including a severance from employment because of a corporate action involving a sale, disposition or reorganization of one of the Company's businesses), or reach age $59^1/_2$ while still employed, the following withdrawal options are available under the SSIP:

- Lump sum withdrawal
- Partial withdrawal
- Systematic withdrawals with a series of payments

You may elect to receive payment of your SSIP account in monthly, quarterly, semi-annual or annual installments over a period that you specify. You may choose any period of time in whole years over which you would like payments to be made. The period must be at least one year but no greater than a number of years approximately equal to your life expectancy at the time you make the election, or a number of years approximately equal to your joint life expectancy with your spouse or other beneficiary. Using IRS tables, the NESC will inform you of the average life expectancy based on your age and information on the age of your Plan account beneficiary.

Regardless of how you choose the number of years over which you want systematic payments to be made, the manner of determining the amount of each payment is the same and will be based on the value of your account on the effective date of payment of each installment and the number of installments remaining to be paid.

For example, if you specify a period of 12 years with monthly payments, the number of installments is 144. The amount of the first payment will be equal to the value of your account on the effective date of payment divided by 144 (the total number of installments). The amount of the next installment will be based on the value of your account at the time of the next installment payment divided by 143 (the number of installments remaining). For the last installment, the entire value of your account is paid to you. The amount of each installment will be withdrawn proportionally from your investment options on the effective date of each installment.

Inactive Participants

If you are not on the salaried active employment rolls because of an unpaid leave of absence, transfer to hourly employee status or transfer to a non-participating subsidiary, you are subject to the same withdrawal provisions as an active employee (e.g., after-tax, hardship, and age $59^1/_2$ withdrawals).

If you are an alternate payee with an SSIP account established under a Qualified Domestic Relations Order (QDRO), you will be treated according to the terms in the court order. For more information, refer to the “Situations and Events Affecting Your Benefits” section.

If you are a spousal beneficiary, you may withdraw your SSIP account balance at any time in a lump sum, or partial or installment payments.

Making a Withdrawal

You may request a withdrawal of your vested assets on **myfordbenefits.com** or by calling the NESC. Your withdrawal is effective as of the close of business on any business day if your request is made and confirmed before the close of the New York Stock Exchange (usually 4 p.m., Eastern time) on that day. If your request is confirmed after this time or on non-business days such as weekends or holidays, your withdrawal is effective as of the close of business on the next business day. A business day is any day that the New York Stock Exchange is open for trading. Because of high call volumes at the close of the market at times, you may wish to call early to ensure your transaction is confirmed before the deadline.

Distributions

All or a portion of your SSIP assets will be distributed to you after termination of employment under certain circumstances, even if you do not request them. After October 7, 2022, assets will be distributed no sooner than 30 days following your date of termination, to allow time to adjust contributions from your final paycheck, as applicable. Distributions are paid like withdrawals (see the “Withdrawals” section).

Under some circumstances, distributions may be rolled over as described in the “Rollovers” section. See the “Special Tax Notice” section for exceptions.

You may wish to consult your tax advisor regarding alternative methods of distributions available to you.

Accounts Valued at $1,000 or Less

Your vested account balance (valued by the end of the quarter following the fifth anniversary of the quarter in which you terminate employment) will be distributed to you in cash, as soon as administratively feasible, if the market value is at or below the small account threshold of $1,000. Rollover amounts are included when determining this threshold.

Participants receiving installment payments, including participants subject to the required minimum distribution provisions described below, are not subject to this involuntary small account distribution.

Required Minimum Distributions (RMDs)

When you reach age 73, the Plan is required to distribute a portion of your account by the required beginning date. The portion of your account distributed to you is referred to as a required minimum distribution, or RMD.

The required beginning date is April 1 of the calendar year after the calendar year in which you reach age 73 or terminate employment, whichever is later. Thereafter, the RMD must be distributed by December 31 of each year. (Five-percent owners must begin RMDs by April 1 of the calendar year after the calendar year in which they attain age 73 regardless of employment status.) Note that Roth amounts do not apply.

In general, the factor used to determine the RMD distribution amount is obtained from the *Uniform Lifetime Table* provided under the Code and is based solely on your age in the relevant RMD distribution calendar year, unless the sole beneficiary for your Plan account for the entire year is your spouse who is more than 10 years younger than you. In this case, you may elect to have your RMD calculated based on the joint life expectancy of you and your spouse. Using the applicable factor from the *Joint Life Expectancy Table* provided under the Code could reduce your RMD amount even further.

Generally, payout under the distribution schedule for age 73 would permit you to leave your assets in the Plan for the longest possible period following termination of employment. The mandatory age 73 payment for the year is reduced by the amount of any distribution payments made earlier in the year under any other withdrawal election. For example, assume during any given year you requested a $1,000 withdrawal from your account. The mandatory age 73 distribution for the year is $4,000. Only $3,000 would be distributed to you by December 31 of that year to satisfy the remaining RMD payment.

Similarly, in the event the payments made under the systematic withdrawal you have elected are less than the required RMD, an additional amount will be distributed to you in December of each year in the amount necessary to satisfy the RMD for that year.

While RMD rules impose a minimum amount that you must receive, you may elect to receive a greater amount under other withdrawal options. See the “Withdrawals” section for more information**.**

Timing of Your RMD

When you first become eligible to receive your RMD, you have the option to receive the RMD either in the year you attain age 73 or no later than April 1 of the year after the year in which you reach age 73.

Please be aware that if your RMD is not taken until the following year, you will be required to take an additional RMD to cover the current year RMD. Since multiple RMD payments in one calendar year could increase your tax liability, you should carefully consider the timing of your first RMD.

Example: You reach age 73 in 2025. You can elect to receive your RMD by December 31, 2025 or by April 1, 2026. If you elect to receive your first RMD payment by April 1, 2026, you still are required to take an additional RMD by December 31, 2026.

The default payment date is no later than December 31 of the year in which you reach age 73. If you do not notify the NESC that you would like to receive your first RMD payment by April 1 in the year after the year in which you reach age 73, the payment will be made by the default date. RMD payments for the year are reduced by the amount of any withdrawals made earlier in the year that are not rolled over.

Ford Stock Fund Dividends

You have the option of receiving a distribution in cash or reinvesting the dividends attributable to your equivalent shares of Ford common stock, based on the units held in the Ford Stock Fund. All dividend payments are immediately vested, regardless of the vesting status of the underlying Ford Stock Fund assets. The default election is to reinvest dividends. You may change your dividend election any time on **myfordbenefits.com** or by calling the NESC.

The amount of any dividend not distributed in cash generally is used by the trustee to acquire additional shares of Ford common stock. To the extent the dividends remain in the Plan, the number of Ford Stock Fund units in your account will be increased to reflect the acquisition by the trustee of those additional shares.

Dividend distributions are not subject to the 10% early withdrawal penalty or the automatic 20% income tax withholding. They are considered taxable income subject to ordinary income tax rates and are not eligible for rollover to an IRA or another employer’s eligible retirement plan.

Only units of the Ford Stock Fund in your Plan account by 4 p.m., Eastern time, one day before the ex-dividend date are eligible for the dividend payment. If you elect to have the dividends distributed in cash, payment is made as soon as practicable after receipt by the trustee of the dividend.

When You Die

When you die, if you have not named a beneficiary(ies) for your account (or if your beneficiary is not your spouse and your spouse has not consented in writing), your vested account balance is payable to your spouse, if married at the time of death. If you are not married at the time of death and did not name a beneficiary(ies), your vested account balance is payable to your estate.

If you die before termination of employment, unvested Company matching contributions and Company FRP contributions in your account become fully vested.

Special rules apply if your beneficiary is your surviving spouse:

- Your surviving spouse may retain his or her beneficiary account in the SSIP.
  - If you elected a distribution schedule that began before your death, your account will continue to be paid to your surviving spouse according to that schedule.
  - Your surviving spouse can elect a partial or full lump sum distribution at any time.
- If distribution has not begun at the time of your death, your surviving spouse is considered a participant for purposes of distribution under the SSIP.
- For purposes of required minimum distributions, your surviving spouse will be deemed to attain age 73 on the date you would have attained age 73. Your surviving spouse may, for purposes of required minimum distributions, elect to be treated as if the surviving spouse was the participant.
- While your surviving spouse retains his or her beneficiary account in the SSIP, he or she can transfer among the investment options in the same way as any other participant. Your surviving spouse is also subject to the small account involuntary distribution rules.

If you have named a beneficiary other than your spouse, your Plan assets will be distributed in a lump sum to your non-spouse beneficiary as soon as practicable after such beneficiary account is established following notification of your death.

It is important that you keep your beneficiary designation and address up to date. For more information, see the “Naming a Beneficiary” section.

Rollovers and Conversions

Before you receive a distribution or take a withdrawal from the SSIP, you should consult your personal tax advisor to ensure that any actions you take are to your best advantage.

Direct Rollover

You or your beneficiary may request a direct rollover of a distribution or withdrawal through **myfordbenefits.com** or by instructing the NESC to do so, for monies that can be rolled from the SSIP to:

- Qualified plans described under Code Section 401(a), 401(k) plans, profit-sharing plans, stock bonus plans, money purchase plans or 403(a) annuity plans
- 403(b) tax-sheltered annuity contracts maintained for tax-exempt organizations and educational organizations of state or local governments
- 457(b) plans maintained for governments and governmental agencies
- An IRA or annuity described in Code Sections 408(a) or (b)
- An inherited IRA established for the benefit of non-spousal beneficiaries
- A Roth IRA

With a direct rollover, you can continue to defer taxes on assets transferred to an IRA or to an eligible employer plan. To qualify as a direct rollover, the withdrawal or distribution check should be made payable to the receiving eligible plan for your benefit.

Generally, your assets attributable to pre-tax and Roth contributions (including catch-up contributions) and all associated earnings are eligible for direct rollover. After-tax contributions may be rolled over to an IRA or annuity described in Code Sections 408(a) or (b), or to a qualified plan described in Code Sections 401(a) or 403(b), that agrees to account for the transferred after-tax amounts separately.

Indirect Rollover

If you receive a withdrawal or distribution from the SSIP and you do not elect a direct rollover, the taxable portion of the withdrawal or distribution is subject to mandatory 20% federal income tax withholding from any cash distributed that is eligible for rollover. You may roll over a distribution paid to you, but the 20% withholding on the taxable portion of the withdrawal or distribution from the SSIP still applies. Special tax rules apply to a direct rollover of a withdrawal or distribution to a Roth IRA.

For more information, refer to the “Special Tax Notice” section.

Roth Conversion

You can elect to have eligible assets not currently in your Roth contributions account converted to Roth by transferring the assets into your Roth contributions account, in accordance with Code Section 402A(c)(4). You will be responsible for paying any applicable taxes as a result of the conversion. You are allowed to make up to six Roth conversions per calendar year.

Special Tax Notice

The “Special Tax Notice” is available on **myfordbenefits.com** or upon request from the NESC. It is based on a notice prepared by the IRS to advise you of the tax law affecting distributions and withdrawals from plans like the SSIP.

The notice explains how you can continue to defer federal income tax on your retirement savings in the SSIP and contains important information you will need before you decide how to receive your SSIP benefits. Regulatory changes affecting this notice may not be updated immediately. As a result, the information in the notice may not always be current. However, the NESC will send you the most recent notice before processing a distribution or withdrawal upon request.

The notice is provided to you because the payment(s) you receive from the SSIP may be eligible for rollover by you or, at your direction, by the Plan to an IRA or to an eligible employer retirement plan. It is intended to help you decide whether to do such a rollover.

Rules that apply to most payments from a plan are described in the *General Information about Rollovers* section available on **myfordbenefits.com**. Special rules that only apply in certain circumstances are described in the *Special Rules and Options* section.

An eligible employer plan is not legally required to accept a rollover. Before you decide to roll over your payment to another employer plan, you should confirm whether the plan accepts rollovers and, if so, the types of distributions it accepts as a rollover. You also should learn about any documents that are required to be completed before the receiving plan will accept a rollover.

If an employer plan accepts your rollover, the plan may restrict subsequent distributions of the rollover amount or may require your spouse’s consent for any subsequent distribution. A subsequent distribution from another employer plan or an IRA that accepts your rollover also may be subject to different tax treatment than distributions from the SSIP. Check with the administrator of the other employer plan or the trustee of the IRA that is to receive your rollover before making the rollover.

If Your Employment Status Changes

Employment Status Changes

- Transfer to hourly rolls or to a non-participating subsidiary: Your contributions cease upon transfer. You may be eligible for a different plan.

- Change to or from Transitional Work Arrangement (TWA) status: Your contributions will be adjusted according to your revised base salary.

- Co-op Program: When attending school, your contributions cease. When returning to work, your contributions resume.

Please see the “Eligibility,” “Plan Participation,” “Contributions” and “Vesting” sections for additional information.

Employment End (e.g., retirement, quit, discharge)

If your employment with the Company ends:

- Your contributions and Company Contributions to the SSIP cease. (Company Contributions vest three years after your original hire date if you were employed by the Company at the end of the vesting period.)

- You may not initiate any new loans.

- Generally, you must pay off any outstanding loans in full at the time of separation unless you elect to make loan payments using coupons or direct bank debits. However, under certain circumstances, loan repayments using coupons or direct bank debits are not an option. See the “Repayment of Loans” subsection under the “Loans” main section for more information.

- You may leave your account balance in the SSIP and continue to manage your account. Under certain circumstances, your account balance may be distributed to you automatically. See the “Distributions” section for more information.

- You may initiate a partial or total withdrawal of your vested SSIP account balance effective on any business day.

Leave of Absence

Generally, contributions and loan repayments cease if you are on an unpaid leave status and are not receiving a paycheck from the Company. The following apply if you are on medical leave of absence:

- Short-term Medical Leave of Absence (receive Ford paycheck): All contributions and loan repayment deductions continue.

- Long-term Medical Leave of Absence (no Ford paycheck) and Unpaid Leave of Absence: All automatic payroll contributions and loan repayment deductions cease. Your loans will be suspended for up to one year, and re-amortized when you return to work.

You may continue to make loan repayments on outstanding loans via coupons or direct debits to your bank account.

Under certain circumstances, loan repayments using coupons or direct bank debits are not an option. For additional information, see the “Repayment” subsection under the “Loans” main section.

While you are on leave, you may initiate new loans, unless you have an outstanding defaulted loan balance. You must make loan repayments via coupons or direct bank debits.

Withdrawals While on Leave

You are subject to the same withdrawal provisions as an active employee (e.g., after-tax, hardship and age 59$^1/_2$ withdrawals) while you’re on leave. See the “Withdrawals” section for more information.

Return from a Leave of Absence

Generally, your contributions and payroll deductions for loan payments should resume automatically. However, check your paystub to ensure deductions resume. Contact the NESC immediately if loan repayments are not deducted from your paycheck.

Your status update is dependent on when the recordkeeper receives the information from Ford. If you elected to make loan repayments through direct bank debits while on leave or layoff, the delay in updating your status could result in a loan repayment from both your bank account and your paycheck. Should this occur, all assets remain in your Plan account.

Relocation and Address Changes

It is your responsibility to keep your address current. If you are an active employee, you may change your address through Life@Ford and/or **myfordbenefits.com**. Outbound International Service Employees should contact their International Service Representative to update their addresses.

If you have separated from the Company, you must update your SSIP address of record on **myfordbenefits.com** or by calling the NESC. Notices about the Plan are sent to your address of record.

Situations and Events Affecting Your Benefits

Law and Regulation Changes

The Plan is subject to approval by the IRS and other regulatory agencies. As laws and regulations change, the Plan may require amendment as well. If changes affect your benefits, you will be notified.

Divorce or Legal Separation

If you are involved in a divorce or legal separation and require information concerning your qualified plan benefits, you can review a copy of the Company's QDRO Approval Guidelines and Procedures from the home page at **myfordbenefits.com**, or by calling the NESC at 1-800 248 4444 and requesting that a copy be mailed to you.

If you would like to submit your domestic relations order (DRO) for review, you can upload it on **myfordbenefits.com** or send it to:

Qualified Order Center
P.O. Box 299100
Lewisville, TX 75029-9100
Fax: 1-847-883-9313 (draft orders only)

If the DRO is acceptable, you will be notified and the qualified DRO (QDRO) will be implemented according to its terms. Other forms of marital dissolution documents may be acceptable as QDROs if they comply with the legal requirements set forth in ERISA Section 206(d) as determined by the Plan Administrator.

Send any of the following documents to the above address:

- Original, true or court-certified copies of original DROs filed in a court of competent jurisdiction
- Proposed or draft DROs
- Decrees of divorce, judgments and/or property settlement agreements

Federal Garnishment

A federal writ of garnishment against your SSIP account may be obtained by the U.S. Government following procedures authorized by the Federal Debt Collections Procedures Act of 1990 (FDCPA), 28 U.S.C., §§ 3001-3308, and the Mandatory Victims Restitution Act of 1996, 18 U.S.C. § 3613. The federal garnishment will attach a lien to your SSIP account. Recovery of the federal garnishment will begin once you are eligible to receive a distribution from your SSIP account.

Assignment or Alienation of Benefits

Payments from the Plan are intended to be made to you, your eligible spouse or other beneficiary.

Benefits under qualified retirement plans like the SSIP generally may not be assigned or alienated, except according to a judgment, decree, or DRO issued under a state domestic relations law relating to child support, alimony, or marital property rights of your spouse, former spouse, child or other dependent. The order must meet the requirements of a QDRO as defined in Section 206(d) of ERISA and Code Section 414(p), as determined by the Company.

Benefits under the SSIP may not be pledged to secure loans, other than Plan loans, and are not subject to legal process or attachment for the payment of any claim except as described above.

Mergers, Consolidations or Transfers

In the event of a merger, consolidation or transfer of SSIP assets to another plan, the amount you will be entitled to immediately after the event will be equal to your SSIP benefits immediately before the event.

Plan End or Modification

As part of normal business planning, the Company is continually reviewing and evaluating various proposals for changes in employee programs. Nothing in this SPD says or implies that participation in the Plan is a guarantee of continued employment with any participating employer; nor is it a guarantee that the Plan will be on-going, or that contribution levels will remain unchanged in future years. If the Plan is amended, it will be done in writing and you will be notified in writing. The Plan may not be modified simply by representations, oral or otherwise.

Ford reserves the right to end, suspend or amend the SSIP any time. However, no change will be allowed that might use the Plan’s funds for any purpose other than providing benefits to you or your beneficiary or paying Plan expenses. Generally, account balances cannot be reduced, except for investment losses, even by a Plan amendment. If any material changes are made to the Plan in the future, you will be notified.

The SSIP may be amended by the Chief Human Resources Officer, Chief Financial Officer and General Counsel. In the event of a change in the designated officer's title, the person with functional responsibility for the Plan may amend the SSIP. The Board of Directors retains authority regarding the maximum of Company matching contributions and continued offering of the Ford Stock Fund as an investment election. If the Plan is terminated, or if there is a partial termination affecting you, you will be immediately 100% vested in the value of your account as of the date of termination.

The Company reserves the right to reduce or suspend Company Contributions. In this case, your account would be credited with any Company Contributions made before the date of the reduction or suspension. Other parts of the Plan, such as withdrawal and payout provisions, could remain in force.

Additional Information

The SSIP was adopted by the Board of Directors of the Company on December 14, 1955, was approved by the stockholders of the Company on January 5, 1956, and became effective on February 1, 1956.

The Plan is subject to certain provisions of ERISA and the Code, including the reporting and disclosure, participation and vesting, fiduciary responsibility, and administration and enforcement provisions in Title I of ERISA. The SSIP also is qualified under Code Sections 401(a) and 401(k).

Plan Filings

The following documents filed or to be filed with the Securities and Exchange Commission are incorporated by reference:

- The latest annual reports of the Company and the SSIP filed pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (the 1934 Act) which contain, either directly or by incorporation by reference, certified financial statements for the Company's latest fiscal year for which such statements have been filed

- All other reports filed pursuant to Section 13(a) or 15(d) of the 1934 Act since the end of the fiscal year covered by the annual reports referred to in the preceding paragraph

- The description of Ford common stock contained in Registration Statement No. 333- 174150 filed by the Company under the Securities Act of 1933

All documents subsequently filed by the Company pursuant to Sections 13(a), 13(c), 14 and 15(d) of the 1934 Act, prior to the filing of a post-effective amendment which indicates that all securities offered have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference in this material and to be a part hereof from the date of filing such documents.

The Company claims an exclusion from the definition of the term "commodity pool operator" under the Commodity Exchange Act for the Ford Motor Company Defined Contribution Master Trust, of which the SSIP is a plan. Therefore, it is not subject to registration or regulation as a pool operator under the Commodity Exchange Act.

Participants may request a copy of any and all of the information incorporated by reference in this section and any other documents required to be delivered to participants. Exhibits to this information will not be included unless such exhibits are specifically incorporated by reference in the material this section incorporates. The Company will provide all such information without charge.

Requests for such information should be directed to the Company at:

Ford Motor Company
Investor Relations
WHQ Suite 1026
1 American Road
Dearborn, MI 48121-2798

Written requests for SSIP information should be directed to:

Ford Motor Company
Savings Plans Administration
World Headquarters, Room 533
1 American Road
Dearborn, MI 48121-2798

Employee Stock Ownership Plan (ESOP)

The portion of the SSIP designated as an ESOP consists of all the shares of Ford common stock in the Plan. The trustee of the ESOP holds, invests, transfers and distributes shares of Ford common stock and all other assets in the ESOP in accordance with the Plan document.

Pension Benefit Guaranty Corporation (PBGC)

The SSIP is a defined contribution pension plan. This means that your benefit depends on the amount of contributions made and the market value of the investment funds. No specific benefit amounts are guaranteed by the Plan. Therefore, federal law does not provide for benefits under this Plan to be insured by the PBGC.

Claim and Appeal Process

Claim for Benefits

If you have a claim for benefits under the SSIP, or if you believe that there has been an error in the administration of your SSIP account, or an error relating to deductions from your pay, bonus or other special pay that impact your account, contact the NESC within 12 months of the action which led to the claim. The NESC will attempt to resolve your concerns informally.

Otherwise, submit your claim, in writing, to:

Claims and Appeals Management
Ford Motor Company
P.O. Box 299107
Lewisville, TX 75029-9107

Fax: 1-847-554-5104

SSIP Administration Committee

The SSIP Administration Committee (Committee), created by the Company, consists of Company employees. Committee members and alternate members receive no additional compensation for Committee services as members or as alternate members. Except for non-delegable functions of the trustee, the Committee has full power and discretionary authorization to administer the SSIP, interpret its provisions, decide benefit claims and prescribe regulations and forms in connection with executing such duties.

Claim Denial Appeal Procedure

If Claims and Appeals Management (CAM) (part of Alight, the recordkeeper) denies a claim for benefits or participation in whole or in part, you will receive written notification within 90 days from the date the claim for benefits or participation is received. The notice will be deemed given upon mailing, full postage prepaid in the United States mail or on the date sent electronically to you.

The decision will be in writing and include:

- The specific reason(s) for the denial
- A reference to the specific Plan provision(s) on which the denial is based, along with a copy of the Plan provision(s) or a statement that one will be furnished at no charge per your request
- A description of any additional material or information necessary for you to perfect the claim and an explanation of why such material or information is necessary
- A description of the Plan's review procedures and the time limits applicable to such procedures, along with a statement of your right to bring a civil action under Section 502(a) of ERISA following a denial for benefits on review

If CAM determines that an extension of time for processing is required, written notice of the extension will be furnished to you prior to the termination of the initial 90-day period. In no event will such extension exceed a period of 90 days from the end of the initial period. The extension notice will indicate the special circumstances requiring an extension of time and the date by which the Plan expects to render the determination.

In the event that CAM denies a claim for benefits or participation, you may:

- Request a review by filing a written appeal to the Committee
- Review pertinent documents
- Submit written comments, documents, records and other information relating to the claim for benefits

The Committee must consider all comments, documents, records and other information submitted by you relating to the claim, without regard to whether the information was submitted or considered in the initial benefit determination.

You may send your written appeal to:

Claims and Appeals Management
Ford Motor Company
P.O. Box 299107
Lewisville, TX 75029-9107

Fax: 1-847-554-5104

You must request an appeal of the denial of the claim within 60 days after the date of the written notification of denial of the claim. A decision by the Committee will be made within 60 days from the date the appeal is received. The notice is considered given upon mailing, full postage prepaid in the United States mail, or on the date sent if electronically mailed.

Under special circumstances, an extension of time for processing may be required, in which case written notice of the extension will be furnished to you prior to the termination of the initial 60-day period. In no event will such extension exceed a period of 60 days from the end of such initial period. If an extension is required because information is incomplete, the review period will be measured from the date the notice was sent to the date information is received. The extension notice will indicate the special circumstances requiring an extension of time and the date by which the Plan expects to render the determination.

Written notice of a decision will be made no later than five days after the Committee has decided.

The decision will be in writing in a manner determined to be understood by you, and, if denied, it will include:

- The specific reason(s) for the denial of the appeal
- A specific reference to pertinent Plan provision(s) on which the denial is based, along with a copy of such Plan provision(s) or a statement that one will be furnished at no charge upon your request

- A statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to your claim

- A statement of your right to bring an action under Section 502(a) of ERISA

Claim for Breach of Fiduciary Duty

The following procedure should be followed if you have a Claim for Breach of Fiduciary Duty under the SSIP.

Any claim alleging breach of fiduciary duty must be submitted in writing within 12 months of the action which led to the claim and directed to:

Ford Motor Company
Savings Plans Administration
World Headquarters, Room 533
1 American Road
Dearborn, MI 48126-2798

The claim must:

- Specifically set forth the facts concerning the alleged breach

- Clearly identify the Plan fiduciary whom you allege has committed a fiduciary breach

- Cite the legal basis for the allegation of fiduciary breach and specifically set forth the remedy that you request on behalf of the Plan

The Savings Plans Administration will review the claim and make a determination within 90 days from the date the claim is received. The notice will be deemed given upon mailing, full postage prepaid in the United States mail, or on the date provided electronically to you.

Any denial of a claim will be in writing and include:

- The specific reason(s) for the denial

- A reference to the specific Plan provision(s) on which the denial is based along with a copy of the Plan provision(s) or a statement that one will be furnished at no charge per your request

- A description of any additional material or information necessary for you to perfect the claim and an explanation of why such material or information is necessary

- A description of the Plan's review procedures and the time limits applicable to such procedures, along with a statement of your right to bring a civil action under Section 502(a) of ERISA following a denial for benefits on review

If Savings Plans Administration determines that an extension of time for processing is required, written notice of the extension will be furnished to you prior to the termination of the initial 90-day period. In no event will such extension exceed a period of 90 days from the end of the initial period. The extension notice will indicate the special circumstances requiring an extension of time and the date by which the Savings Plans Administration expects to render the determination.

At the discretion of the Savings Plans Administration, the claim may be referred to the Committee or to General Counsel for review.

In the event that Savings Plans Administration denies a claim, you may:

- Request a review upon appeal by written application to the Committee
- Review pertinent Plan documents
- Submit issues and comments in writing

You must request a review upon appeal of the denial of the claim by the Savings Plans Administration under this Plan within 60 days after receiving written notification of denial of the claim. The appeal will be considered at the Committee's next regularly scheduled meeting. If the appeal is filed within 30 days of the next meeting, a decision by the Committee, as appropriate, shall be made by the second meeting after receipt of your request for review. Under special circumstances, an extension of time for processing may be required, in which case a decision will be made by the date of the third meeting. If an extension is required because information is incomplete, the review period will be tolled from the date the notice was sent to the date the information is received. In the event such an extension is needed, written notice of the extension will be provided to you prior to the commencement of the extension.

In reviewing the claim, the Committee may retain experts or other independent advisors. In such event, an extension of time for processing may be required but a decision on the appeal will be made as soon as is reasonably practicable under the circumstances.

Written notice of the decision will be made to you no later than five days after the decision has been made by the Committee. At the Committee's discretion, an appeal from a denial of the claim by the Savings Plans Administration, or a referral of a claim directly to the Committee by Savings Plans Administration, may be referred to General Counsel for review.

When a claim for breach of fiduciary duty, or an appeal from a denial of a fiduciary duty claim is referred to General Counsel, that individual will have full authority and sole discretion to determine the manner in which to discharge his/her responsibility with respect to the review of the claim or the appeal. This includes, but is not limited to, retaining the responsibility to review the claim or appeal, appointing an independent fiduciary, seeking a declaratory judgment in federal court, or seeking review of the claim or appeal by an existing or specially appointed committee of the Board of Directors.

General Counsel, or any person who is responsible for making the decision with respect to the claim or appeal as determined by General Counsel as described above (Appointee), may retain experts or other independent advisors in his/her sole discretion with respect to review of the claim or appeal. The claim or appeal will be reviewed on the basis of the written record submitted by you and the record developed by Savings Plans Administration, if any.

A decision will be made as soon as reasonably practicable under the circumstances. Written notice of the decision will be made to you no later than five days after the decision has been made. The notice will be deemed given upon mailing, full postage prepaid in the United States mail, or on the date sent electronically to you.

The decision on review will include:

- The specific reason(s) for the denial
- Specific reference to pertinent Plan provisions on which the denial is based, along with a copy of such Plan provisions or a statement that one will be furnished at no charge per your request
- A statement that you are entitled to receive, upon request and free of charge, reasonable access to, copies of, all documents, records, and other information relevant to your claim
- A statement of your right to bring a civil action under Section 502(a) of ERISA following an adverse determination on review

The Savings Plans Administration, the Committee, General Counsel or the Appointees each severally will have full power and discretion under the Plan to consider participant fiduciary claims.

Exhaustion Requirement and Claim Limitations

No legal actions may be brought by you, your dependent, beneficiary or the estate or legal representative for entitlement to benefits under the SSIP or for breach of fiduciary duty until after the claims and appeal procedures have been exhausted.

Unless a different period of limitation is specifically provided under ERISA, any claim under the SSIP must be brought no later than 12 months after the claim arises in order for the review authorities to conduct a timely and effective investigation of the claim. For matters not specifically addressed, no other actions may be brought against the SSIP more than 12 months after the claims arise.

A participant or beneficiary shall only bring an action in connection with the SSIP in the United States District Court for the Eastern District of Michigan.

Decisions

Decisions of the Committee are final, conclusive and binding and may be relied upon, unless arbitrary and capricious, by you, your beneficiaries, or the estate or legal representative thereof, the trustee and all other parties in interest. The Committee is also authorized to provide rules for the matters not provided for under the Plan. The Committee has no authority over matters expressly delegated to the Investment Process Oversight Committee or Investment Process Committee.

Administrative Information

Formal Name of the Plan

The Plan benefits described in this SPD are part of the Plan known as the Ford Motor Company Savings & Stock Investment Plan for Salaried Employees.

Plan Year

The plan year is January 1 to December 31.

Identification Numbers of the Plan

Ford Motor Company is identified by the Employer Identification Number (EIN) 38-0549190. The Plan Number (PN) is 010. You should include these numbers in all correspondence concerning this Plan.

Type of Plan

The Plan described in this SPD is a defined contribution pension plan (Code Sections 401(a); 401(k) with a Cash or Deferred Arrangement (CODA)); an ESOP (ERISA Section 404(c)).

Plan Sponsor and Administrator

Ford Motor Company
1 American Road
Dearborn, MI 48126

The Company has been designated “named fiduciary” pursuant to the requirements of ERISA, and has the power to control and manage the operation and administration of the SSIP.

The Plan is administered by Ford Motor Company and State Street Bank and Trust Company under a trust agreement and supplemental contracts, with third-party recordkeeping and administrative services provided under contract with:

Alight Solutions LLC
Dept. 01700
P.O. Box 299100
Lewisville, TX 75029-9100
1-800-248-4444

Agent for Service of Legal Process

Ford Motor Company
World Headquarters
Corporate Secretary’s Office
1 American Road
Dearborn, MI 48126

Legal Process may also be served on the Plan’s trustee.

How the Cost of the Plan Is Paid

The Plan is funded through Company contributions and employee contributions. Plan assets are held in a trust, and therefore are not available to the Company or the creditors of the Company. The money in the trust is set aside for the exclusive benefit of Plan participants and their beneficiaries.

Plan Trustee

The Plan trustee is:

State Street Bank &Trust Company
Defined Contribution Services
1776 Heritage Drive
N. Quincy, MA 02171

The Company and trustee have entered into a trust agreement pursuant to which the trustee acts as primary trustee under the SSIP. The Company and trustee may jointly amend the trust agreement and the Company may change the trustee. The trustee has custody of the funds received and earnings thereon, and makes all purchases, sales, and redemptions of securities in accordance with the provisions of the SSIP.

Investment Process Oversight Committee (IPOC)

The IPOC created by the Company meets at least quarterly to review the investment options. The IPOC has sole power to add, delete or otherwise change investment options offered under the Plan as recommended by the IPC.

The IPOC will take action with respect to the Ford Stock Fund, Global Equity Index Fund, Bond Index Fund NL, and Interest Income Fund only to the extent required by ERISA. The IPOC is responsible for maintaining the investment options under the Plan solely in the interest of the Plan participants and their beneficiaries.

Investment Process Committee (IPC)

The IPC created by the Company recommends an Investment Policy Statement (that includes Plan investment process guidelines) to the IPOC for its approval. The guidelines include:

- The types of investment options to be offered in the Plan, with due regard to the risk and return characteristics of such options and the need to offer a reasonable array of such risk and return alternatives
- The individual investment options to be offered in the Plan consistent with the range of risk and return characteristics deemed appropriate
- Criteria for the selection of individual investment options for inclusion in the Plan
- Procedures for reviewing the performance of investment options offered in the Plan
- Criteria mandating the removal of investment options from the Plan

The IPC reviews the Investment Policy Statement at least annually for continued appropriateness and recommends any changes to the IPOC. The IPC meets at least quarterly to:

- Review the performance and fees of investment options pursuant to the criteria regarding the removal of investment options from the Plan

- Recommend the replacement/removal of existing options, or the addition of new options, to the IPOC

The IPC is responsible for maintaining the investment options in the Plan solely in the interest of participants and their beneficiaries. The IPC has no independent power to add, delete or otherwise change investment options offered in the Plan and is solely an advisor to the IPOC.

Your Rights Under the Law

ERISA Rights

The SSIP is designed to meet the requirements established by, and is subject to certain provisions of, ERISA, generally including reporting and disclosure, participation and vesting, fiduciary responsibility, and administration and enforcement provisions in Title I. The Plan is also qualified under Code Sections 401(a) and 401(k). The Plan will be amended to be in compliance with any changes in the law or government regulations.

As a participant in the SSIP, you are entitled to certain rights and protections under ERISA. Included are the right to receive certain Plan information and the right to file a lawsuit if you believe your rights have been violated.

Under ERISA, you have the right to:

Receiving Information About Your Plan and Benefits

- Examine, without charge, at the NESC and at other specified locations, such as work sites, and in some cases Ford World Headquarters, all documents governing the Plan, including any contracts and copies of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor, and available at the Public Disclosure Room of the Employee Benefits Security Administration.

- Obtain copies of all Plan documents and other Plan information upon written request to the NESC (the Company may make a reasonable charge for the copies). Write to the NESC at:

  National Employee Services Center
  Dept. 01700
  P.O. Box 299100
  Lewisville, TX 75029-9100
  1-800-248-4444

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

Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan participants, ERISA imposes duties upon persons who are responsible for the operation of the Plan. The people who operate the Plan are called “fiduciaries” of the Plan and have a duty to do so prudently and in the interest of all Plan participants. The law provides that fiduciaries who violate ERISA requirements may be removed.

Enforce Your Rights

No one, including the Plan Administrator or any other person, may exclude a Plan participant or otherwise discriminate against or in any way prevent a Plan participant from obtaining a Plan benefit or exercising their rights under ERISA.

If a 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 times. However, you may not begin any legal action, including proceedings before administrative agencies, until you have followed and exhausted the Plan's claim and appeal procedures.

There are steps you can take to enforce your ERISA rights. For example:

- If you request materials from a Plan and don't 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 your claim for benefits is denied in whole or in part after a final review, 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, you may file suit in federal court.
- If the fiduciaries misuse a plan's money or if you are discriminated against for asserting your ERISA rights, you may seek help from the U.S. Department of Labor or file suit in a federal court.

If you file a suit, the court will decide who should pay costs and legal fees. If you win your suit, the court may order the person you have sued to pay the costs and fees. If you lose your suit, or if the court decides your suit was frivolous, the court may order you to pay the costs and fees.

Assistance with Your Questions

If you have any questions about the Plan, you should contact the National Employee Services Center. If you have any questions about this statement or your rights under ERISA, you should contact the nearest office of the Pension and Welfare Benefits Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Pension and Welfare Benefit Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210.

For certain publications about your rights and responsibilities under ERISA, call the publications hotline of the EBSA. Additional information about the DOL and ERISA is available at **dol.gov.**

Special Rules for Participants in Puerto Rico

This supplement summarizes the federal and Puerto Rico income tax implications of the Plan with respect to participants who are employed by a participating employer that is engaged in business in the Commonwealth of Puerto Rico and who are: (i) bona fide residents of the Commonwealth of Puerto Rico, or (ii) whose compensation is subject to Puerto Rico income taxes regardless of residence for tax purposes (called "Puerto Rico Participants").

In addition to being intended to comply with Section 401(a) of the United States Internal Revenue Code of 1986, as amended (US Code), with respect to the Puerto Rico Participants, the Plan is intended to comply with the requirements of Section 1081.01(a) of the Puerto Rico Internal Revenue Code of 2011, as amended (PR Code).

Note: The withholding disclosures in this supplement represent an unofficial summary. Any income taxes on distributions from the Plan are subject to the withholding provisions of the Plan according to the Puerto Rico Internal Revenue Code in effect at the time of distribution, which may be different from the disclosures in this document.

Pre-Tax and Plan Earnings

Your pre-tax contributions (including Company matching contributions and Company FRP contributions) and earnings attributable to all contributions held by the trustee of the Plan are not taxable to you until they are withdrawn or distributed, as described below.

Federal Taxation

General

The portion of a distribution attributable to contributions to the Plan is not taxable for federal tax purposes to the extent the contributions were made in connection with services performed in Puerto Rico, and you receive your distribution or payment in a taxable year in which you are a bona fide resident of Puerto Rico for the entire taxable year. Nonetheless, due to the fact that the Trust funding the Plan is located in the United States, the portion of a Plan distribution attributable to the earnings and profits obtained by the Trust investments is considered income from sources within the United States, and may be subject to federal taxation at the time in which such portion is withdrawn or distributed to you.

Federal Income Tax Withholding

Lump sum distributions, distributions in installments during a period of less than 10 years and partial withdrawals from the Plan will be subject to a 20% federal income tax withholding, unless you direct the Plan to make a "direct rollover" (see below). Other distributions may be subject to federal income tax withholding, unless you direct the Plan not to make withholdings.

However, if you are a bona fide resident of Puerto Rico during the entire taxable year in which you receive a lump sum distribution, and the contributions were made with respect to services you performed while residing in Puerto Rico, only that portion of the distribution that constitutes income derived from investments from contributions in the Plan may be subject to federal income tax. For this and other reasons related to your total taxable income, your federal income tax liability related to the amount distributed from the Plan may be less than the amount of the federal income tax withheld, or you may not have a federal income tax liability for the taxable year in which the federal income tax withholding is made. In such cases, you will be able to file a federal income tax return and request a refund for the amount withheld in excess of your federal income tax liability, if any. The amounts withheld will be deposited with the IRS.

After the end of each year, you will receive an IRS Form 1099-R reflecting that portion of your distribution subject to U.S. federal income taxes and any federal taxes withheld thereon. You may use this information in requesting a refund for any amounts withheld on contributions in excess of your federal income tax liability, if any.

Rollovers

Only that part of your Plan distribution that will be included in your gross income for federal income tax purposes (i.e., dividends, interest and other investment earnings) is eligible to be rolled-over to an individual retirement account qualified under the US Code (US-IRA) or to another pension plan qualified under the US Code. To the extent the portion of a Plan distribution attributable to earnings and profits obtained by the trust investments is not rolled over to a US-IRA or a plan qualified in the United States, such distributions will also be subject to a mandatory 20% federal income tax withholding. As further discussed below, US-IRAs do not comply with the qualification requirements imposed by the PR Code. Therefore, you can only defer both federal and Puerto Rico taxation on the total amount distributed from the Plan by rolling over the entire Plan distribution to a plan that is qualified under both the US Code and the PR Code.

Puerto Rico Taxation of Plan Distributions

Lump Sum Distributions

When you receive a total distribution of your accounts within a single taxable year on account of your separation from service or the termination of the Plan (a lump sum distribution), the taxable portion of the distribution will be subject to Puerto Rico income taxes as a long-term capital gain, at a maximum 20% income tax rate.

Installments

The first $11,000 ($15,000, if you are age 60 or older as of December 31) you receive each year from the Plan in installments on account of your separation from service or the termination of the Plan are exempt from Puerto Rico income taxes. Amounts in excess of the $11,000 or $15,000 threshold, as applicable, will be subject to the applicable ordinary income tax rate in the year of the distribution.

Other Distributions

Other distributions from the Plan are subject to the applicable ordinary income tax rates in the year of the distribution.

Puerto Rico Income Tax Withholding

Lump Sum Distributions and Partial Withdrawals

If you do not elect a direct rollover of all or part of the distribution (as described later in this section), a lump sum or partial distribution on account of separation from service or the termination of the Plan will be subject to a mandatory 20% Puerto Rico income tax withholding.

Installments and Other Distributions

Distributions from the Plan in installments and other types of distributions from the Plan will not be subject to Puerto Rico income tax withholding.

The amounts withheld will be deposited with the PR Treasury. After the end of each year, you will receive a PR Treasury Form 480.7C reflecting the taxable amount of the distribution and any Puerto Rico income taxes withheld thereon. You may claim an income tax credit for the amount withheld against your Puerto Rico income taxes for that year.

Rollovers

Puerto Rico taxation on amounts received in a lump sum distribution on account of separation from service or the termination of the Plan may be deferred to the extent the all or part of amount received is transferred within 60 days after receipt to another Puerto Rico qualified pension plan or to an individual retirement account qualified under the PR Code (PR-IRA).

This means that if you would like to defer Puerto Rico income taxes on the total amount received from the Plan and a direct rollover to a PR-IRA or Puerto Rico qualified plan is not elected, you will be required to obtain funds from other sources (e.g., your savings, a loan, etc.) in order to replace the mandatory 20% tax withheld in Puerto Rico on the lump sum distribution as described above and the 20% mandatory tax withheld on the earning component of the distribution for federal tax purposes, as described above, in order to rollover the total amount distributed.

In the case of a direct rollover to a PR-IRA or to another Puerto Rico qualified plan not qualified under the US Code, you will only be able to defer Puerto Rico income taxes on the total amount received from the Plan only by obtaining funds from other sources in order to replace the 20% federal tax withheld on the earning component of the distribution.

That is, you can defer both federal and Puerto Rico taxation only by rolling over the entire lump sum distribution to a plan that is tax-qualified under both the US Code and the PR Code.

Need to Consult Individual Tax Advisor

The tax consequences described above are stated in general terms only. Neither the Company, third-party Plan Administrator, nor any other party associated with the Plan can or will provide any tax advice. Consequently, you and your beneficiaries should consult with your own tax advisor with respect to all federal, Puerto Rico and state tax consequences of Plan withdrawals and distributions, including without limitation, federal, Puerto Rico and estate tax consequences of Plan distributions made as a result of your death. You should also consult your personal tax advisor as to any other state tax imposed with respect to Plan withdrawals or distributions.