

Siemens Savings Plan
Summary Plan Description
including
Summary of Material Modifications

The Summary Plan Description for the Siemens Savings Plan dated December 31, 2021, was modified by and includes a Summary of Material Modification dated April 1, 2025 and a Summary of Material Modification dated July 17, 2023.

If you have questions about this document, call the Siemens Benefits Service Center (SBSC) at 800-392-7495.

SIEMENS SAVINGS PLAN

Summary of Material Modifications to the Siemens Savings Plan

April 1, 2025

This notice, called a Summary of Material Modifications, revises and updates the Summary Plan Description for the Siemens Savings Plan (the “Plan”) dated December 31, 2021, reflecting the changes below.

If you have questions about this document, call the Siemens Benefits Service Center (SBSC) at **800-392-7495**.

Automatic Enrollment (Refer to Page 4 of SPD)

Effective April 1, 2025, all references to “LifeCycle” are replaced by “LifePath,” and the chart on page 4 is replaced in its entirety with:

Year of Birth	Expected Retirement Year	Applicable Portfolio
1962 or earlier	2027 or earlier	LifePath Retirement
1963–1967	2028–2032	LifePath 2030
1968–1972	2033–2037	LifePath 2035
1973–1977	2038–2042	LifePath 2040
1978–1982	2043–2047	LifePath 2045
1983–1987	2048–2052	LifePath 2050
1988–1992	2053–2057	LifePath 2055
1993–1997	2058 -2062	LifePath 2060
1998-2002	2063-2067	LifePath 2065
2003 or later	2068 or later	LifePath 2070

Investing Plan Contributions (Refer to Pages 13-18 of SPD)

Effective April 1, 2025, in the “Investment Options”, “LifeCycle Portfolios”, “Core Funds” and “Investment Decisions” subsections, all references to “LifeCycle” are replaced by “LifePath”.

Withdrawals (Refer to Pages 20-22 of SPD)

The following new withdrawal types are added to the end of this section.

Qualified Birth or Adoption Distribution (QBAD) Withdrawal

Effective July 1, 2024, you can withdraw up to \$5,000 for a Qualified Birth or Adoption Distribution within one year of your child's birth or the finalization of an eligible adoption. An eligible adoptee is anyone under 18 or who is physically or mentally incapable to support themselves, excluding your spouse's child. This \$5,000 limit applies per child and can be used for multiple births or adoptions within the one-year period. The total \$5,000 limit is shared across all plans from any employer or related group. You may be required to provide documentation supporting your request.

If you do not meet these criteria, you are not eligible for this withdrawal and may be required to pay back ineligible amounts to the Plan.

You have three years from the payment date to repay this withdrawal to the Plan if you choose to do so.

Important! When filing your federal income tax return for the year in which the payment is made, the IRS requires you to provide the name, age, and social security number of the child(ren) to whom the withdrawal is related.

Federal Disaster Relief Withdrawal

Effective January 1, 2025, if you are economically impacted by a declared federal disaster, you can withdraw up to \$22,000 if you meet **all** of the following criteria outlined by the IRS:

- The disaster must be listed as a Major Disaster Declaration on <https://www.fema.gov/disaster/declarations>.
- Your primary residence must be/have been in the listed Designated Area during the Incident Period.
- You must have suffered an economic loss.
- Your withdrawal request must be within 180 days of the first day of the Incident Period of the disaster as noted on the FEMA website.
- You must not take/have taken more than \$22,000 across all of your retirement plans/Individual Retirement Accounts (IRAs) for any qualified disaster.

If you cannot certify that each of these criteria are true, you are not eligible for this withdrawal and may be required to pay back ineligible amounts to the Plan.

You have three years from the payment date to repay this withdrawal to the Plan if you choose to do so. Subject to IRS regulations, you may be able to spread the tax liability of this payment across three tax years if you opt to do so.

Personal Emergency Withdrawal

Effective January 1, 2025, you can make one withdrawal up to \$1,000 for an emergency personal expense in a calendar year. You cannot take another Personal Emergency Withdrawal for three subsequent years unless (1) you repay the withdrawal back to the Plan, or (2) have subsequently made contributions to the Plan (including rollovers) in an amount equal to the prior withdrawal. Repayments of loans do not count toward repayment of a Personal Emergency Withdrawal.

A personal emergency expense is defined as for the purpose of meeting an unforeseeable or immediate financial need relating to necessary personal or family emergency expenses. According to IRS guidance, this includes any of the following types:

- Certain medical care expenses
- Accident or loss of property due to casualty
- Imminent foreclosure or eviction from a primary residence
- Burial or funeral expenses
- Auto repairs
- Any other necessary emergency personal expenses

If you cannot certify that you meet the criteria, you are not eligible for this withdrawal and may be required to pay back ineligible amounts to the Plan.

Your combined total of Personal Emergency Withdrawals cannot exceed \$1,000 across all retirement accounts you have with Siemens Affiliate Companies.

You have three years from the payment date to repay this amount back into your account or an IRA if you choose to do so.

Domestic Abuse Survivor Withdrawal

Effective January 1, 2025, if you are a survivor of domestic abuse by a spouse or domestic partner, you can withdraw up to the lesser of \$10,000 or 50% of your vested balance within one year of the date of the most recent incidence of abuse.

Domestic abuse is defined as:

- Physical abuse
- Psychological abuse
- Sexual abuse
- Emotional abuse
- Economic abuse
- Being controlled, isolated, humiliated or intimidated
- Your ability to reason independently impacted by abuse of your child or other family member living in your household
- The domestic abuse must have occurred within the last year.

Your combined total of Domestic Survivor Withdrawals cannot exceed \$10,000 across all accounts you have with Siemens Affiliate Companies.

If you cannot certify that you meet the criteria, you are not eligible for this withdrawal and may be required to pay back ineligible amounts to the Plan.

You have three years from the payment date to repay this amount back into your account, another qualified retirement plan or an IRA if you choose to do so.

Qualified Birth or Adoption, Federal Disaster Relief, Domestic Abuse Survivor, and/or Personal Emergency Withdrawals will be taken from your account in the following order:

- (1) your pre-1987 after-tax contributions (both basic and supplemental), excluding investment earnings
- (2) your supplemental after-tax contributions made after 1986, which must include a pro rata share of earnings related to all after-tax contributions in your account
- (3) your basic (matched) after-tax contributions made after 1986, which must include a pro rata share of earnings related to all after-tax contributions in your account
- (4) rollover contributions (other than Roth rollover contributions) plus earnings related to these contributions
- (5) Any company contributions made to a prior employer's plan that were transferred into the Plan
- (6) vested Company matching and Company basic contributions plus earnings related to these contributions (excludes Service Based Company Contributions)
- (7) your supplemental before-tax contributions plus earnings related to these contributions,
- (8) your basic before-tax contributions plus earnings related to these contributions,
- (9) your Roth rollover contributions plus earnings related to these contributions, and
- (10) your Roth 401(k) basic and supplemental contributions plus earnings related to these contributions.

How Payments Are Made (Refer to Page 28-30 of SPD)

Effective April 1, 2024, the automatic payment limit is reduced from \$5,000 to \$1,000. Accordingly, all references to \$5,000 throughout this section are replaced by \$1,000. Further, the first paragraph is replaced in its entirety with:

“How your account is paid depends on the value of your account. If the value of your account is \$1,000 or less when you leave, you will receive a lump sum payment of your entire balance. However, if your account balance is greater than \$1,000, an automatic payment will not be processed. Note – In this case, you are able to request payment of your benefit at any time.”

In addition, in the **Summary of Material Modifications dated July 17, 2023** (Refer to Page 2 of the SMM), under the **Loans** section's third paragraph, the first sentence is updated with:

“If you have a taxed loan, have a scheduled loan end date within 60 days of your

termination date, your outstanding loan has less than 3 remaining payments, or you do not have a vested balance greater than \$1,000, you will be required to repay the outstanding loan balance(s) in full within 60 days of termination.”

If You Leave and Are Later Rehired Before Being Vested (Refer to Page 31 of SPD)

Effective January 1, 2025, the last sentence of the second paragraph of this section is replaced by “Forfeitures are used as a credit against future Company contributions.”

Appendix A - Participating Companies (Refer to Page 41 of SPD)

Is changed by adding the following participating company:

- Brightly Software, Inc. (as of 01/01/2024)
- Gas Chromatography LLC (as of 02/01/2024 through 04/01/2024)

Is changed by removing the following company:

- Innomotics (formerly known as Siemens Large Drives LLC, as of 10/01/2024)
- Siemens Advanta Solutions Corp. (as of 07/01/2024)
- eMeter Corporation (as of 10/01/2023)

Appendix A – Union Bargaining Units whose agreements provide for participation in the Plan (Refer to Pages 41-42)

Is changed by removing the following Union Bargaining Units effective 10/01/2024:

Company	Union Bargaining Unit	Location
Innomotics (formerly known as Siemens Large Drives LLC)	International Union of Electronic, Electrical, Salaried, Machine & Furniture Workers – Communications Workers of America, Local 84765	Norwood, Ohio
	IBEW, Local 124	Kansas City, Missouri

Appendix C – Company Contributions and Service Based Company Contributions for Certain Union Employees: (Refer to Pages 49-50)

Effective January 1, 2025, Appendix C is renamed to “Company Contributions for Union Employees,” and the section “Service Based Company Contribution (SBCC)” is removed in its entirety.

Effective October 1, 2024, the sections for **International Union of Electronics, Electrical, Salaried, Machine and Furniture Workers, IUE-CWA, Local 765 – Norwood, Ohio** and for **International Brotherhood of Electrical Workers AFL-CIO, Local 124 – Kansas City, Missouri** are removed in their entirety.

Effective August 1, 2022, the section for **Yunex LLC** is removed in its entirety.

Effective May 23, 2022, the section for **Siemens Logistics, Inc.** is removed in its entirety.

This Summary of Material Modifications supplements or modifies the information presented in the Summary Plan Description for the Siemens Savings Plan of December 31, 2021. You should keep this Summary with your copy of the SPD and other materials for the Siemens Savings Plan for future reference. If you do not have a copy of the SPD and would like one, you can obtain a copy at **mySiemensBenefits.com**. You can also call the Siemens Benefits Service Center (SBSC) at **800-392-7495**, Monday through Friday from 10 a.m. to 6 p.m. Eastern Time, to request a copy. If you are outside the United States, Puerto Rico, or Canada, you can call the SBSC at **847-883-0676**, Monday through Friday from 10 a.m. to 6 p.m. Eastern Time, to request a copy.

SIEMENS SAVINGS PLAN

Summary of Material Modifications to the Siemens Savings Plan

July 17, 2023

This notice, called a Summary of Material Modifications, revises and updates the Summary Plan Description for the Siemens Savings Plan (the “Plan”) dated December 31, 2021, reflecting the changes below.

If you have questions about this document, call the Siemens Benefits Service Center (SBSC) at **800-392-7495**.

Eligibility and Enrollment (Refer to Page 3-4 of SPD)

Effective January 1, 2023, the last paragraph on page 3 regarding non-union temporary employees as well as the subsection “Temporary Employee Enrollment” on page 4 are removed. Employees categorized as “temporary” (i.e., interns, co-op students) are subject to the same eligibility rules as regular employees starting January 1, 2023.

Eligibility and Enrollment (Refer to Page 4-5 of SPD)

Effective January 1, 2023, in the “Automatic Enrollment” subsection the 3% contribution rate of before-tax contributions is changed to 6% contribution rate of before-tax contributions.

Additionally, in the “Automatic Contribution Increase” subsection effective January 1, 2023, the first sentence is changed to reflect the Plan’s automatic contribution increase to the before-tax contribution rate in increments of 1% will continue until you reach the contribution rate limit of 15%, subject to Plan limits.

Investing Plan Contributions (Refer to Page 18 of SPD)

Effective April 15, 2022, in the “Fund Reallocations and Transfers” subsection, the first paragraph is removed and replaced with the following:

“You can reallocate current balances among the investment options by choosing (1) the Automatic Rebalancing option or (2) manually on an ad hoc basis. Over time your investments can naturally vary in their performance, which may cause your portfolio to become unbalanced from your original strategy. With the Plan’s Automatic Rebalancing option, you can choose to have your investments periodically rebalanced automatically every 90 days, 180 days, or annually to keep your long-term investment allocation on track. When you make a fund reallocation manually, you select the funds where you want your existing balance invested and you assign percentages to those funds.”

Loans (Refer to Page 26 of SPD)

Effective March 10, 2023, in the subsection “Repaying Your Loan”, the statement, “Furthermore, if you terminate employment, all outstanding loans must be repaid in full within 60 days. If an outstanding loan is not repaid during this 60-day period, the loan will be declared to be in default at the end of this period and the default amount, subject to federal regulations, will be considered to be a distribution for tax purposes,” is removed.

It is replaced by “If you terminate employment before your loan is paid in full, you are able to continue making loan repayments after termination to repay an outstanding loan balance (typically on a re-amortized monthly schedule) via direct debit from a bank account, so long as the new repayment period does not extend beyond the loan’s original final date of repayment.

If you have a taxed loan, have a scheduled loan end date within 60 days of your termination date, your outstanding loan has less than 3 remaining payments, or you do not have a vested balance greater than \$5,000, you will be required to repay the outstanding loan balance(s) in full within 60 days of termination. If this applies to you and your outstanding loan is not repaid during this 60-day period, the loan will be declared to be in default at the end of this period and the default amount, subject to federal regulations, will be considered to be a distribution for tax purposes.

How Payments Are Made (Refer to Page 28-30 of SPD)

Effective January 1, 2023, the following changes to the required minimum distribution rules, made by the SECURE 2.0 Act signed into law on December 29, 2022, apply to participants and certain beneficiaries.

- For individuals who turn age 73 on January 1, 2023, or later, all references to “age 72” are changed to “age 73”. For individuals who turned age 72 on or before December 31, 2022, the prior age 72 requirements continue to apply.

In the subsection “Upon Your Death”, the third bullet is further defined:

- A permanently disabled person (or special needs trust established for a beneficiary with a disability)

Appendix A - Participating Companies (Refer to Page 41)

Is changed by adding the following participating company:

- Siemens Large Drives LLC (as of 8/1/2022)
- Siemens Parcel Logistics LLC (as of 4/25/2022 through 6/30/2022)

Is changed by removing the following company:

- Yunex LLC (as of 8/1/2022)

Appendix A – Union Bargaining Units (Refer to Page 41)

Is changed by moving the following unions from Siemens Industry, Inc. to:

Company	Union Bargaining Unit	Location
Siemens Large Drives LLC	International Union of Electronic, Electrical, Salaried, Machine & Furniture Workers - Communications Workers of America, Local 84765	Norwood, Ohio
	IBEW, Local 124	Kansas City, Missouri

Is changed by removing the following unions:

Company	Union Bargaining Unit	Location
Yunex LLC	International Brotherhood of Electrical Workers, Local 47 – Portion subject to the California Statewide Traffic Signal and Street Light Service Agreement	California
	International Brotherhood of Electrical Workers, Local 1245 – Portion subject to the California Statewide Traffic Signal and Street Light Service Agreement	California

This Summary of Material Modifications supplements or modifies the information presented in the Summary Plan Description for the Siemens Savings Plan of December 31, 2021. You should keep this Summary with your copy of the SPD and other materials for the Siemens Savings Plan for future reference. If you do not have a copy of the SPD and would like one, you can obtain a copy at mySiemensBenefits.com. You can also call the Siemens Benefits Service Center at 800-392-7495, Monday through Friday from 10 a.m. – 6 p.m. Eastern, to request a copy. If you are outside the United States, Puerto Rico, or Canada you can call the Benefits Service Center at 847-883-0676, 10 a.m. - 6 p.m. Eastern, Monday through Friday to request a copy.

Search by key words or use the .PDF bookmarks or the [Table of Contents](#)
or hyperlinked text to navigate this document

SIEMENS SAVINGS PLAN

SUMMARY PLAN DESCRIPTION

(As of December 31, 2021)

TABLE OF CONTENTS

Contents

INTRODUCTION.....	1
SIEMENS SAVINGS PLAN INFORMATION RESOURCES	2
ELIGIBILITY AND ENROLLMENT	3
YOUR CONTRIBUTIONS AND PAY	5
VALUE OF YOUR ACCOUNT BALANCES	11
COMPANY CONTRIBUTIONS	12
INVESTING PLAN CONTRIBUTIONS	13
HOW YOUR ACCOUNT CAN GROW.....	20
WITHDRAWALS	20
LOANS	23
WHEN YOU MAY COLLECT PLAN MONEY.....	27
VESTING.....	28
HOW PAYMENTS ARE MADE.....	28
QUALIFIED DOMESTIC RELATIONS ORDERS	31
IF YOU LEAVE AND ARE LATER REHIRED BEFORE BEING VESTED	31
MILITARY SERVICE	32
IF YOU TRANSFER TO AN AFFILIATED COMPANY	33
WHEN YOU PAY TAXES	33
HOW TO FILE PLAN FORMS.....	36
WHAT ELSE YOU SHOULD KNOW	36
ERISA (EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974).....	37
APPENDIX A	41
PARTICIPATING COMPANIES	41

APPENDIX B	43
COMPANY CONTRIBUTIONS AND SERVICE-BASED COMPANY CONTRIBUTIONS FOR NONUNION EMPLOYEES	43
APPENDIX C	49
COMPANY CONTRIBUTIONS AND SERVICE-BASED COMPANY CONTRIBUTIONS FOR UNION EMPLOYEES.....	49
APPENDIX D	53
MERGERS & ACQUISITIONS	53

YOUR SIEMENS SAVINGS PLAN

Introduction

It is important to build a financial reserve for your future – savings you can draw on when you retire or when unexpected needs arise. Saving for any long-term goal is difficult. The expense of meeting today's needs can distract from saving for tomorrow.

Siemens recognizes how difficult it is to save – that is why we offer the Siemens Savings Plan ("Plan"). The Plan provides a convenient, flexible, and tax-advantaged way to save for the future.

Under the Plan, you choose how much you want to save. Through convenient payroll deductions you may contribute from 2% to 50% of your pay (subject to certain limitations described below). You may save part of your pay on a before-tax (tax-deferred) basis. This results in important tax savings today while saving for the future. In addition to contributing on a before-tax basis, you can contribute on a Roth and after-tax basis. These options are discussed in more detail in the [Your Contributions](#) section.

Money from the Plan can provide valuable income at retirement. Plan benefits may also be paid if you terminate your employment or die before retirement. In addition, you may borrow or, under certain circumstances, withdraw part of your account balance while you are working.

This Summary Plan Description ("SPD") explains the basic features of the Plan as in effect on December 31, 2021. Keep in mind that this information only summarizes the main provisions of the Plan. The official Plan document governs the operation of the Plan. If there is any difference between the provisions of this summary and the official Plan document, the official Plan document will control.

Siemens Savings Plan Information Resources

Along with this SPD and the Plan document, you can get additional information about your benefits from the Siemens Benefit Service Center (“SBSC”). Contact the SBSC:

- If you have questions about your eligibility for benefits,
- To get information about your benefit under another plan that was merged into this Plan, if applicable, or
- If you have questions about any of the information in this SPD.

The contact information for the SBSC is shown below.

Savings Plan Contact Information

- Access the Plan website at mySiemensBenefits.com;
- Alight Mobile application for Siemens Corporation
or
- Call the Siemens Benefits Service Center (“SBSC”) at:

Toll Free Number
800-392-7495

Outside the United States, Puerto Rico, or Canada
847-883-0676

10 a.m. to 6 p.m. Eastern, Monday through Friday

Eligibility and Enrollment

Eligibility

You are eligible to participate in the Plan if you are a non-union employee of the Company or an employee of the Company covered by a union collective bargaining agreement that provides for participation in the Plan (“union employee”), unless you are:

- a leased employee or independent contractor, even if there is a subsequent, contrary determination of this classification by a court or government agency;
- a non-resident of the U.S. with no U.S. source of earned income from the Company;
- an outbound delegate who is assigned to an affiliated company located outside the U.S., and who is not a U.S. citizen or Green Card holder;
- covered by a collective bargaining agreement that does not provide for participation in the Plan;
- an inbound delegate; or
- employed in Puerto Rico by the Company and are a resident of Puerto Rico or perform services for the Company primarily in Puerto Rico.

By “Company,” we mean Siemens Corporation or an “Affiliated Company” that elects to participate in the Plan. An “Affiliated Company” means any company in which Siemens AG either directly or indirectly has ownership of at least 50% of the equity interest or is in the Siemens Corporation “controlled group” as defined in the Internal Revenue Code. Please reference [Appendix A for a list of participating companies as of December 31, 2021](#).

If you are hired as or later become an eligible employee of a Company participating in the Plan other than as a non-union temporary employee, or you become covered by a collective bargaining agreement with a Company that provides for participation in the Plan, you are eligible to enroll in the Plan from the date you first become an eligible employee, [by visiting the Plan website or calling the SBSC](#). If you do not elect to begin participating at that time, you automatically begin contributing to the Plan after your first 30 days as an eligible employee, unless you affirmatively decline to participate in the Plan. See the [Electing or Declining Enrollment](#) section. This automatic enrollment provision applies to a non-union temporary employee after they meet the eligibility requirement of one year of service, if they otherwise satisfy the eligibility requirements of the Plan.

If you are hired as a non-union temporary employee who otherwise satisfies the eligibility requirements of the Plan, you are eligible to become a member any time after you complete one year of eligibility service. A year of eligibility service is a 12-month period in which you complete 1,000 or more hours of service. Your initial 12-month period starts on your date of hire. If you do not complete at least 1,000 hours of service during this initial 12-month period, you must complete at least 1,000 hours of service during any Plan Year that starts after your date of hire. A “Plan Year” is each 12-month period beginning on January 1. If you are a temporary employee, you will automatically begin contributing to the Plan starting with your first pay period after you satisfy the eligibility requirement of one year of eligibility service, unless you affirmatively elect not to participate in the Plan.

For more information about the Plan or for questions [visit the Plan website or call the SBSC](#).

Enrollments

When you become eligible, you can elect or decline enrollment in the Plan within the first 30 days of becoming eligible. If you don't take action, the Company will automatically enroll you in the Plan and in the Automatic Contribution Escalation feature. The enrollment information is described below.

Electing or Declining Enrollment

When you actively enroll in the Plan, you will elect:

- your contribution rate - or how much you want to save as a percent of [your eligible pay](#) each pay period, and whether you want to make catch-up contributions ([if you are eligible](#));
- the type of contributions you want to make - either before-tax contributions, Roth 401(k) contributions after-tax contributions, or a combination, and
- your investment option - from a variety of options offered under the Plan.

To affirmatively decline Plan participation, [visit the Plan website or call the SBSC](#).

Automatic Enrollment

If after 30 days from becoming eligible, you take no action to elect or to decline enrollment, the Company will automatically enroll you with a 3% contribution rate of before-tax contributions invested into a LifeCycle Portfolio that has a target date closest to the year you'll turn age 65 as shown below. You will also be enrolled in the Automatic Contribution Escalation feature of the Plan explained in the [Automatic Contribution Escalation](#) section.

Year of Birth	Expected Retirement Year	Applicable Portfolio
1957 or earlier	2022 or earlier	LifeCycle Retirement
1958–1962	2023–2027	LifeCycle 2025
1963–1967	2028–2032	LifeCycle 2030
1968–1972	2033–2037	LifeCycle 2035
1973–1977	2038–2042	LifeCycle 2040
1978–1982	2043–2047	LifeCycle 2045
1983–1987	2048–2052	LifeCycle 2050
1988–1992	2053–2057	LifeCycle 2055
1993 -1997	2058 -2062	LifeCycle 2060
1998 or later	2063 or later	LifeCycle 2065

Temporary Employee Enrollment

If you are a non-union temporary employee who is otherwise eligible to participate in the Plan, you will be automatically enrolled after you complete one year of eligibility service. See the [Eligibility](#) section for a definition of a year of eligibility service.

When Your Contributions Begin

Once you elect to contribute or if you are automatically enrolled, your contributions will begin as soon as administratively practicable.

Designating a Beneficiary

When enrolling in the Plan, it is important to designate one or more Plan beneficiaries. In the event of your death, having a designated beneficiary will help to ensure your account balance is distributed according to your wishes. If you are married and you elect a beneficiary other than your spouse, federal law requires that your spouse must consent to this designation. A spouse is defined under the Plan to include an individual who is lawfully married to the participant under the law of any foreign or domestic jurisdiction having the legal authority to sanction marriages. A participant may be required to provide proof that an individual is the participant's spouse. For information on naming or changing your beneficiary, [visit the Plan website or call the SBSC](#).

Changing Your Enrollment

In general, once enrolled, you can change your contribution rate, your contribution type, and your investment options at any time.

Automatic Contribution Increase

The Automatic Contribution Escalation feature in the Plan provides for an automatic increase to your before-tax contribution rate in increments of 1% until you reach a contribution rate of 10%, up to the Plan limits. Under this feature, your contribution rate will increase each January.

If you are automatically enrolled in the Plan before July 1, your contribution rate will increase beginning in the January following your initial enrollment and each January thereafter. If you are automatically enrolled on or after July 1, your contribution rate will increase the second January following your enrollment and each January thereafter.

You can elect out of the Automatic Contribution Escalation feature at any time.

For more information about enrolling in the Plan [visit the Plan website or call the SBSC](#).

Your Contributions and Pay

You may save from 2% to 50% of your pay (in 1% increments) in the Plan. Contributions for certain highly paid non-union employees may be limited to 24% of pay (limited to 12% before-tax/Roth combined and 12% after-tax contributions). Contributions for certain highly paid union employees may be limited to 18% of pay (limited to 10% before-tax/Roth combined and 8% after-tax contributions). For more information about limitations for highly paid employees see the [Government Limitations](#) section below. [Appendix B and C](#) and the [Company Contributions](#) section describe the match and other contributions, if applicable, provided by the Company.

“Pay” which is eligible for determining contributions under the Plan (also known as “Compensation” in the Plan) is defined as your regular salary or wages, including your before-tax contributions, bonuses (other than retention, stay, sign-on, special or long-term incentive bonuses), overtime, shift differentials, and commissions you receive while employed by the Company and participating in the Plan. Generally, pay issued to you on a pay date that is after your termination from the company is not eligible for the Plan even though it may have been earned prior to your termination date. Contributions on pay issued to you after your termination date are stopped as soon as administratively possible; however, the date of your termination relative to your payroll cycle processing schedule may result in contributions from pay issued immediately after termination. Pay for purposes of the Plan does not include gain sharing, profit sharing, severance pay, amounts deferred or paid under any deferred compensation plan or other deferred savings plan, employer premiums paid for group insurance coverages, expense allowances, and accrued pay in lieu of Paid Time Off, vacation, or similar payments.

The Internal Revenue Service limits pay which may be considered for Plan purposes. The IRS limit can be found [here](#). This means that once you have reached the IRS limit for eligible pay while participating in the Plan during the year, you may no longer contribute to the Plan for the remainder of the Plan Year. The Internal Revenue Service may adjust this amount in future years.

In addition to choosing the amount you save you must also decide what type of contributions to make.

There are three types of contributions:

- before-tax,
- Roth 401(k), and
- after-tax.

You may make all before-tax contributions, all Roth 401(k) contributions, all after-tax contributions, or any combination of the three. However, as described in more detail in this SPD, contributions are subject to certain IRS limits.

Participants who will be 50 or older during the calendar year can elect to make before-tax or Roth 401(k) contributions above the IRS and savings plan limits, which are described below. These additional contributions are called “catch-up” contributions. A separate IRS limit applies to catch-up contributions (found [here](#)).

The first 2% to 6% of your pay that you contribute, regardless of whether you save on a before-tax, Roth 401(k), or after-tax basis are referred to as your “Basic Contributions”. Amounts you contribute in excess of 6% are referred to as “Supplemental Contributions”.

Before-Tax Contributions

When you make before-tax contributions, the money goes into the Plan from your paycheck before federal income taxes are withheld. In effect, your before-tax contributions reduce the amount of your earnings subject to current federal income taxes (and, in most cases, state and local taxes as well). You pay federal income taxes on the remaining portion of your pay only. Because you are taxed on only part of your pay, instead of 100%, you pay less in current taxes. As long as your before-tax contributions and any investment earnings remain

in the Plan, they will not be taxed under current federal regulations. However, your total pay, including your before-tax contributions, will be subject to Social Security and Medicare withholding taxes each pay period.

Example of how before-tax contributions affect your Federal taxable income.

		Annual
A	Your salary	\$52,000
B	Your contribution rate	6%
C	Your before-tax contribution (A*B)	\$3,120
D	Pay subject to Federal Income Tax (A-C)	\$48,880

Keep in mind, however, that if you are under age 59½, before-tax contributions may be withdrawn while you are employed by the Company only if you can demonstrate that there is a “financial hardship”. See the [Financial Hardship Withdrawal](#) section. Before-tax contributions and any earnings are not taxed until they are distributed or withdrawn from the Plan.

How Your Other Benefits Are Affected by Before-tax Contributions

When you make before-tax contributions to the Plan, any other pay-related benefits such as life insurance and disability remain unaffected and continue to be based on your total annual pay prior to deducting your before-tax contributions.

Roth 401(k) Contributions

When you make Roth contributions, the money is deducted from your pay after taxes have been withheld. In other words, these contributions do not reduce the amount of your pay subject to taxes. However, your Roth 401(k) contributions are not subject to tax when distributed from the Plan. In addition, earnings on your Roth 401(k) contributions when distributed from the Plan are not subject to federal taxes if the distribution is a “Qualified Distribution”. Your distribution will be a Qualified Distribution if the following two conditions are met:

(1) the distribution must occur after one of the following:

- (a) you have attained age 59½, or
- (b) you become disabled (as defined in the Internal Revenue Code), or
- (c) you die,

AND

(2) the distribution must occur after the expiration of a “5-year participation period”.

The 5-year participation period is the 5-year period that begins on January 1 of the calendar year in which you first make a Roth 401(k) contribution to the Plan and ends on the last day of the calendar year that is 5 years later. For example, if you make your first Roth deferral under the Plan on June 30, 2021, your 5-year participation period will end on December 31, 2025. It is not necessary that you make a Roth contribution in each of the five years.

Keep in mind, however, that if you are under age 59½, Roth 401(k) contributions may be withdrawn while you are employed by the Company only if you can demonstrate that there is a “financial hardship”. See the [Financial Hardship Withdrawal](#) section. Your Roth 401(k) contributions are always distributed tax-free. The earnings on your Roth 401(k) contributions which are paid to you in a non-Qualified Distribution are taxed when they are distributed or withdrawn from the Plan. See the [When You Pay Taxes](#) section.

After-Tax Contributions

When you make after-tax contributions, the money is deducted from your pay after taxes have been withheld. Similar to Roth 401(k) contributions, after-tax contributions do not reduce the amount of your pay subject to taxes. When your after-tax contributions are withdrawn or distributed from the Plan they are not subject to tax, since you already paid tax on these amounts when you made the contributions. Unlike the Roth 401(k), however, earnings on your after-tax contributions are taxed when they are distributed or withdrawn from the Plan. See the [When You Pay Taxes](#) section.

Keep in mind, however, that after-tax contributions may be withdrawn at any time regardless of your age, subject to certain Plan limitations. See the [Regular Withdrawals](#) section.

Catch-up Contributions

The Plan allows participants who will be 50 or older during the calendar year to make before-tax or Roth 401(k) contributions over the IRS and savings plan limits. See the [Government Limitations](#) section. These additional contributions are called catch-up contributions. Except as described under the section [Total Contribution Limit](#), catch-up contributions are not eligible for Company matching contributions.

Making catch-up contributions requires a separate election, separate payroll deductions and is in addition to your regular before-tax, Roth 401(k), and after-tax elections. [Visit the Plan website or call the SBSC](#) to elect catch-up contributions.

To elect catch-up contributions, you decide the dollar amount you want to have deducted from your pay. Your catch-up contribution election is a **per pay period amount**. You also have to decide if your catch-up contributions will be treated as before-tax contributions, Roth 401(k) contributions, or a combination of the two.

Catch-up contributions can be started at any time during the calendar year in which you turn age 50, changed at any time, and stopped at any time. However, they automatically stop when you reach the catch-up contribution limit for the year. Your election will automatically continue to apply in each successive calendar year unless you elect to make a change or elect to discontinue your catch-up contributions.

All of the other provisions of the Plan (such as your investment options, loans and withdrawals) that apply to before-tax and Roth 401(k) contributions also apply to catch-up contributions.

If you elect catch-up contributions and the sum of your before-tax contributions and Roth 401(k) contributions is less than the maximum allowable before-tax and Roth contributions described in the [Government Limitations](#) section or the maximum otherwise allowed under

the Plan for highly compensated employees, all or a portion of your catch-up contributions will be reclassified as before-tax contributions and/or Roth 401(k) contributions, as applicable, to the extent necessary for you to reach the limit. Such amounts will be reclassified first from any Roth 401(k) catch-up contributions and then, from any before-tax catch-up contributions.

Government Limitations

Contribution and pay limitations apply to the Plan and are described below and summarized in [Table 1 - IRS Limits for the 2022 Calendar Year](#) below.

Before-tax and Roth 401(k) Limits

The federal government limits the maximum allowable before-tax and Roth 401(k) contributions that may be made on behalf of each Plan member in a calendar year. The IRS limit can be found [here](#). This is a combined limit and applies to your total before-tax plus Roth 401(k) contributions. The IRS may adjust this amount in future years.

If your before-tax plus Roth 401(k) contributions reach this limit at some point in a calendar year, your future before-tax and/or Roth contributions for that year will automatically be changed to after-tax contributions unless you have previously elected to opt out of this feature and not have them changed to after-tax contributions. [Visit the Plan website or call the SBSC](#) to make a change to your after-tax spillover election.

The limits on before-tax and Roth 401(k) contributions apply in total to all before-tax or Roth 401(k) contributions you make to any employer-sponsored plans, including another employer's plan that you may have participated in during the year. For example, if you are hired by the Company and have made before-tax and/or Roth 401(k) contributions in the same calendar year to another employer's plan, you are responsible for ensuring that your total contributions do not exceed the limit for the year. If you exceed the limit, you can request a refund of your excess contributions from the Plan by [contacting the SBSC](#) no later than **March 1** of the following year (i.e., March 1, 2022 for the 2021 year).

A separate limit applies to catch-up contributions as shown in [Table 1 – IRS Limits for the 2022 Calendar Year](#) below.

Highly Compensated Employee Threshold

In addition to setting limits on your before-tax and Roth 401(k) contributions, the federal government also sets certain guidelines to make sure that a reasonable cross-section of employees at all compensation levels take advantage of the Plan. If the Plan doesn't meet these government requirements, some employees (considered "highly compensated" employees under federal regulations) may be required to have their before-tax, Roth 401(k), and/or after-tax contributions cut back or refunded. You are considered a highly compensated employee in the Plan Year if you earned more than the IRS highly compensated threshold in the prior calendar year, found [here](#). The IRS may adjust this amount in future years. If these limitations affect you, you will be notified of any adjustment to your contributions.

If you are considered to be a highly compensated, the Administrative Committee has set an additional limit on the amount you can contribute to the Plan as explained in the [Your](#)

[Contributions and Pay](#) section in order to reduce the likelihood of required cutbacks or refunds. Catch-up contributions, if applicable, are not subject to limitations due to your highly compensated designation.

Total Contribution Limit

There is also a limit on the total amount of all contributions (before-tax, Roth 401(k), after-tax, and Company) which are made on your behalf in a Plan Year. The IRS limit is the amount posted [here](#), or 100% of compensation if less. Catch-up contributions are not taken into account for purposes of these limits. The IRS may adjust this dollar amount in future years. You will be notified if your benefits under the Plan are affected by these rules. If your contributions for a plan year, other than catch-up contributions, exceed this amount and you are eligible to make catch-up contributions, your before-tax, Roth 401(k) and/or after-tax contributions, may be automatically recharacterized as catch-up contributions, to the extent permitted under IRS regulations, to reduce the impact of this limitation on your Plan benefits. In this case, if you received employer match on any before-tax or Roth 401(k) contributions that are recharacterized as catch-up contributions, you will retain the match.

Table 1 – IRS Limits for the 2022 Calendar Year

Government Limit/threshold	2022 Annual Limit
Total before-tax and Roth 401(k) - Annual maximum on employee Before-tax and Roth 401(k) contributions	\$20,500
Total Catch-up Contribution Limit - Annual maximum on employee catch-up contributions for employees over age 50	\$6,500
Total Compensation Limit - Annual maximum on compensation or pay allowed in the Plan	\$305,000
Total Contribution Limit - Annual maximum of total employee before-tax, Roth 401(k), after-tax and Company contributions	\$61,000
Highly compensated employee definition pay threshold (prior year pay)	\$135,000
Key Employee definition pay threshold	\$200,000

Changing Contributions

There may be times when you want to increase or decrease your before-tax, Roth 401(k), and/or after-tax contributions. [Visit the Plan website or call the SBSC](#) for information about changing your contribution rate – or stopping contributions altogether. Your new rate is sent to your payroll department and takes effect as soon as administratively possible after you make your election. You may change your contribution rate daily. However, if you change your contribution rate more than once during a payroll period, the rate in effect at the SBSC at the time the payroll deduction files are sent to your payroll department will determine your actual deductions.

Changes in your pay automatically change the dollar amount of your contributions. For example, if you save 6% and your annual salary increases from \$50,000 to \$52,000, your future contributions for each semi-monthly pay period will automatically increase from \$125.00 to \$130.00.

Automatic Increase in Contributions

You may choose to participate in the automatic contribution escalation feature. By doing so, your contributions will automatically increase every year, in January, up to a rate that you choose. If you choose to participate in the escalation feature between January 1 and June 30, your first escalation rate shall be applied in the following January. If you choose to participate in the escalation feature after June 30, your first escalation rate shall be applied on the second January following your election.

You may choose to automatically increase your before-tax, Roth 401(k), and/or after-tax contribution rate. You can also elect the percent at which you want this automatic increase to stop. This feature is voluntary, and you may start, stop, or change your automatic contribution escalation election at any time. [Visit the Plan website or call the SBSC](#) for information about taking advantage of this feature.

Rollover Contributions

Subject to certain limitations, you may roll over amounts that you received from another employer's qualified plan or from a conduit individual retirement account (IRA) into this Plan. That way, you may postpone taxes on the money you receive and allow it to grow at the same time. A "conduit" IRA is an IRA you set up to roll over taxable amounts you receive from another employer's qualified plan. After you terminate employment with the Company and its affiliates, lump sum distributions from the Siemens Pension Plan may be rolled into this Plan.

You may roll over amounts from a Roth account in another qualified plan directly into this Plan, but you may not roll over amounts from a Roth IRA into this Plan. IRS regulations prohibit the rollover of Roth IRA accounts into qualified plans such as the Plan. If you roll over a Roth account from another qualified plan into the Plan, the Roth begin date for purposes of satisfying the 5-year participation period, described in the "[Roth 401\(k\) Contributions](#)" section in the Plan will be the earlier of (1) the date you began Roth contributions to the Plan, or (2) the date you began Roth contributions to the prior qualified plan. This Roth begin date will apply to all Roth 401(k) and Roth rollover balances in the Plan.

Rollovers are subject to approval and you will be asked to provide specific information and documentation related to your rollover. Based on legal requirements, if you do not make a direct rollover from the prior employer's plan to this plan (e.g., through a trust-to-trust transfer), you must roll over your distribution within 60 days of the day you receive this money unless the IRS authorizes a later deadline. [Visit the Plan website or call the SBSC](#) for further details regarding a rollover to the Plan.

Value of Your Account Balances

The value of your accounts under the Plan is determined as of the close of the stock markets (4:00 p.m. Eastern Time) on each business day and is updated each evening. The updated balances are then available the next day. [Visit the Plan website or call the SBSC](#) to obtain your account balances.

Company Contributions

To add to your future financial security, the Company may make contributions to the Plan on your behalf.

Company contributions and any earnings are not taxed until distributed or withdrawn from the Plan.

Matching Contributions

Matching contributions are Company contributions that are based on the amount you elect to contribute, whether on a before-tax, Roth 401(k), or after-tax basis. Each Company determines the level of matching contributions, if any, on behalf of participants unless you are eligible to participate under a collective bargaining agreement, in which case your union's collective bargaining agreement determines the level of matching contributions, if any. Refer to [Appendix B and C](#) to determine the matching contribution level for your Company and/or union.

This means that in addition to your contributions, your balances in the Plan can automatically grow by the amount of the Company matching contributions. Note that your Company matching contributions are deposited on a per pay period basis. You will not receive matching contributions for any payroll period during which you do not contribute to the Plan.

The following example shows the determination of the Company matching contribution for a matching rate of 100% of the participant's Basic Contributions (as defined under "Your Contributions and Pay" above):

		Each semimonthly pay period	Annual
A	Your salary	\$2,250	\$54,000
B	Your Contribution rate	6%	6%
C	Your before-tax contribution (A*B)	\$135	\$3,240
D	Company matching contribution	\$135	\$3,240
E	Total Contributions	\$270	\$6,480

Basic Company Contributions

If you are eligible to participate in the Plan under a collective bargaining agreement, your union's collective bargaining agreement may provide for a Basic Company Contribution instead of, or in some cases, in addition to, a matching Company Contribution. Basic Company Contributions are credited to your account regardless of if you contribute to the Plan. Refer to [Appendix C](#) to determine the amount of the Basic Company Contribution, if any, for your Company and union.

Service-Based Company Contributions

Certain participants are eligible for an additional Company contribution under the Plan, regardless of whether they are making any contributions to the Plan. This contribution is called the service-based company contribution (“SBCC”). Generally, the SBCC may be available to you if as of December 31, 2010, you were earning a benefit (other than interest credits) under the Siemens Pension Plan. An SBCC is also available for certain participants who were employees of Siemens Healthcare Diagnostics Inc. who were former employees of Dade Behring.

If you are eligible to participate in the Plan under a collective bargaining agreement, your union’s collective bargaining agreement may also provide for an SBCC. Generally, the SBCC may be available to you if as of December 31, 2010, you were earning a benefit (other than interest credits) under the Siemens Pension Plan or Siemens Pension Plan for Union Employees.

This contribution will be credited annually after the end of the calendar year. If you terminate employment from the Company or any Siemens-affiliated company, your eligibility for the SBCC ceases, even if you are rehired. In addition, if you transfer out of the collective bargaining unit that provides for this SBCC, your eligibility for the SBCC ceases.

See [Appendix B](#) for a more detailed description of the eligibility and contribution levels for these SBCCs.

Top Heavy Contributions

Under Federal tax rules, if the benefits earned by “key employees” under the Plan exceed 60% of the benefits earned by all employees, the Company may be required to make an additional contribution to the accounts of certain Plan members other than such key employees. A “key employee” includes officers of the Company with gross compensation equal or greater than the amount listed [here](#). The IRS may adjust this amount in future years.

Investing Plan Contributions

Investment Options

As a participant in the Plan, you’re responsible for investing your account in one or any combination of the available investment options. Each option has an objective and a level of risk. Before making your investment decision you should carefully weigh your personal financial goals. The options available are as follows:

- LifeCycle Portfolios
- Core Funds
- Self-Directed Brokerage Account

Each is explained below and in the fund fact sheets for each investment option within the Plan. The fund fact sheets are available if you [visit the Plan website or call the SBSC](#).

LifeCycle Portfolios: A family of diversified collective investment funds designed to assist participants in maintaining an appropriate asset allocation on their path to retirement. LifeCycle Portfolios hold a mix of stocks, bonds and other investments that are designed to meet long-term investment goals with particular target retirement dates in mind. The date in the name of the portfolio refers to its target date (the year you expect to retire). Each of the LifeCycle Investment Portfolios has a different starting mix of stocks, bonds, and other securities appropriate for a person planning to retire on the fund's target date. Each of the LifeCycle Portfolios has an automatic rebalancing feature, which means the asset allocation of each LifeCycle Portfolio is systematically adjusted over time, investing early in its life in more equity and then gradually shifting into increasingly conservative investments as the portfolio's target date approaches.

LifeCycle Portfolios do not guarantee sufficient retirement income at the target date. LifeCycle Portfolios do not eliminate the need for a participant to decide, before investing and from time to time thereafter, whether this option fits a participant's financial situation. It is important that a participant monitor the particular LifeCycle Portfolio's investments over time, and that the participant understand the strategy and risks of the portfolio.

The LifeCycle Portfolio that corresponds to the target date closest to the year you'll turn age 65, as indicated above under [Automatic Enrollment](#), is the Plan's default investment option if you are automatically enrolled in the Plan, or in the event of a rollover into the plan where you do not have investment elections on file. The LifeCycle portfolios are the qualified default investment alternatives pursuant to Department of Labor rules.

Core Funds: Asset Class investment options consisting of the following: U.S. Large Cap Stock, U.S. Small-Mid Cap Stock, Non-U.S. Developed Markets Stock, Non-U.S. Emerging Markets Stock, Stable Value, Core Bond, and High Yield Bond. Asset Classes are a specific category of investments (such as stocks and bonds) as well as a subset of each (such as large cap stocks and high yield bonds). The Asset Class investment options consist of one or more portfolios managed by institutional investment management companies.

- **U.S. Large Cap Stock:** Amounts allocated to this investment option are invested in one or more portfolios whose objective is to closely track the Standard & Poor's 500 Index's return, which is considered a gauge of overall U.S. large capitalization stock returns. The U.S. Large Cap Stock Investment Option aims to achieve this by investing in a widely diversified portfolio of stocks that comprise the Standard & Poor's 500 Index, representing 500 of the largest U.S. companies.
- **U.S. Small/Mid Cap Stock:** Amounts allocated to this investment option are invested in one or more portfolios whose objective is to achieve long-term capital growth, primarily through investments in a diverse group of small/mid cap U.S. companies whose securities are traded in the U.S. securities markets. This option's performance benchmark is the Russell 2500 Index.
- **Non-U.S. Developed Markets Stock:** Amounts allocated to this investment option are invested in one or more portfolios whose objective is to achieve long-term capital growth by investing in the securities of companies that are based outside the U.S. and traded on or located in what are generally regarded as developed equity markets. These countries are considered to have well-developed, smoothly functioning capital markets and an underlying legal structure that supports financial investment. In addition to the risks associated with investment in equity securities, this option carries with it risks attributable to exposure to fluctuation in foreign currencies. This option's

market performance benchmark is the Morgan Stanley Capital International Europe, Australasia, Far East Investable Market Index (MSCI EAFE IMI).

- **Non-U.S. Emerging Markets Stock:** Amounts allocated to this investment option are invested in one or more portfolios whose objective is to achieve long-term capital growth by investing in securities of companies that are based outside the U.S. and traded on or located in what are generally regarded as emerging equity and financial markets. In addition to the risks associated with investment in equity securities, this option carries with it risks attributable to exposure to fluctuation in foreign currencies, and risks associated with less highly developed securities markets, including political and operational risks. Designation as an emerging market is determined by a number of factors such as gross domestic product per capita; local government regulations; perceived investment risk; foreign ownership limits and capital controls; or the general perception of the investment community when determining an “emerging” classification of a market (Source: Morgan Stanley Capital International). This option's performance benchmark is the MSCI Emerging Markets Index.
- **Core Bond:** Amounts allocated to this investment option are invested in one or more portfolios whose objective is to closely track the Barclays Capital Aggregate Bond Index. Under this investment option, amounts are invested in a variety of investment-grade fixed income securities. Investments under this option include, but are not limited to, a variety of investment-grade fixed-income securities, including fixed-income securities issued by the U.S. government, corporations, mortgage-backed issuers, asset-backed issuers, U.S.-dollar-denominated securities of foreign issuers and preferred stocks. This option's performance benchmark is Bloomberg Barclays US Aggregate Bond Index.
- **High Yield Bond:** Amounts allocated to this investment option are invested in one or more portfolios whose objective is to seek a higher rate of total return than a custom benchmark through both current income and capital appreciation, while approximating the average portfolio maturity and crediting rate of that index. Investments under this option include, but are not limited to, investments in public and private corporate fixed-income securities, U.S. dollar fixed-income securities of foreign issuers, convertible securities, zero-coupon securities, and preferred stocks. This option's performance benchmark is a custom benchmark comprised of 52.5% ICE BoA Merrill Lynch High Yield Master II Index and 47.5% ICE BoA Merrill Lynch U.S. High Yield BB-B Rated Constrained Index.
- **Stable Value:** This fund is designed to produce a stable and predictable return while avoiding negative returns. In most market environments, it should provide investors with a higher return than a money market fund while maintaining liquidity and safety of principal. The Stable Value fund invests in a diversified portfolio of investment contracts issued by high quality financial institutions such as insurance companies and banks. Most of these contracts are backed by high quality bonds, including corporate bonds, mortgage-backed securities, asset-backed securities, and U.S. Government securities. Diversification is taken a step further by using a multimanager approach through sub-advisers. Over time, the fund's returns are expected to be comparable to the returns generated by short and intermediate-term, high quality bonds.

Please note that the Stable Value Fund and certain underlying funds in the LifeCycle Portfolios engage in securities lending.

Amounts allocated to each of these options are invested in a single group of securities generally regarded by professional investors as an asset class or subgroup of an asset class. When a participant's Plan account is invested in a unit in one of these options, that account receives a pro rata share of each of the underlying portfolios. At the close of each business day, the Trustee of the Plan aggregates the total value of all securities in all portfolios in each asset class investment option and divides this amount by the number of outstanding units to arrive at a per unit net asset value, or NAV. Participant directed transactions are valued at this NAV. Interest and dividends earned by each asset class investment option are reinvested in that asset class investment option, increasing the value of each unit.

The Investment Committee has assigned target weightings to the underlying portfolios in each asset class investment option and has chosen the investment managers for each of the investment options. The actual weighting of each portfolio in each asset class investment option may vary, depending upon changes in market values, cash flows, and total amounts invested in each asset class investment option. The investment options are periodically rebalanced to the target weightings to maintain the investment objective and style of each asset class investment option.

An asset class investment option may include an index portfolio or a small allocation to a money market mutual fund to provide liquidity necessary to accommodate daily transactions by participants. Unless otherwise indicated, money market portfolios are managed by the Trustee of the Master Trust for the Siemens Savings Plans.

The Investment Committee reserves the right to change the target weighting of each portfolio in each asset class and the investment in the asset class investment options if, in the Committee's view, it is prudent to do so.

Self-Directed Brokerage Account: This account provides access to a marketplace of certain retail investment options. The self-directed brokerage account ("SDBA") is designed for participants who have a strong knowledge of the investment marketplace; want greater flexibility to create a more customized portfolio; and have the ability, time, and desire to personally research and evaluate different investments. The platform is provided through Alight Financial Solutions, LLC, a broker-dealer subsidiary of Alight Solutions, LLC and member FINRA/SIPC.

To open an SDBA, you must have a minimum balance of \$500 in your core investments - those investments in the plan other than your SDBA. Also, you must have a minimum balance of \$500 remaining in your core investments after any loan or withdrawal request is processed (excluding market fluctuation).

For more information on the retail investment options available through the SDBA, and information regarding the type of investments that are prohibited under the SDBA, you can visit the Knowledge Center tab by logging into your SDBA at www.alightfinancialsolutions.com or contact an Alight Financial Solutions representative at 1-800-890-3200.

Please note: The Investment Committee does not review the investments made through the SDBA. You are solely responsible for your investments in the SDBA based on information available to all investors in these retail investments, such as the fund prospectus, which you access by logging into your account at www.alightfinancialsolutions.com or by contacting an Alight Financial Solutions representative at 1-800-890-3200.

There is a quarterly fee to maintain a SDBA, and there may be individual fees applicable to the SDBA that are paid from the core investment options. In addition, depending upon the investments purchased and sold in the SDBA, other commissions and fees may apply and will be charged within your SDBA. Before you purchase or sell securities through the SDBA you should find out about any fees associated with the purchase or sale of the particular investment you are trading.

You can obtain a fee schedule of applicable trading fees and commissions online by logging into your account at www.alightfinancialsolutions.com or by contacting an Alight Financial Solutions representative at **1-800-890-3200**.

If you are interested in making investments through the SDBA, we encourage you to ask an Alight Financial Solutions representative to explain in advance the fees that will apply to a particular transaction, including any fees that may not otherwise be disclosed in the fee schedule for the self-directed brokerage window. There are certain fees that apply to mutual funds in which you can invest through the self-directed brokerage window. Your Plan account will not be charged directly for these fees as they are netted directly against the overall value of the fund and disclosed as part of the fund's expense ratio. These fees are described in the mutual fund prospectus which is available by logging into your SDBA at www.alightfinancialsolutions.com or by contacting an Alight Financial Solutions representative at **1-800-890-3200**.

You may change your investment elections as often as you like; however, keep in mind that some funds are subject to trading restrictions.

Commodities Futures Trading in the Plan

The Plan investment options may from time to time engage in commodities futures trading, primarily interest rate and currency futures. Under regulations of the Commodities Futures Trading Commission, we are required to notify you that the Plan is operated by a person who has claimed an exclusion from the definition of the term "commodity pool operator" under the Commodity Exchange Act and, therefore, who is not subject to registration or regulation as a pool operator under the Act. If you have any questions regarding this information [visit the Plan website or call the SBSC](#).

Investment Decisions

You may invest your full Plan balance in one investment option, or you may divide it among any combination of investment options in multiples of 1%.

When evaluating your investment decisions, consider your financial goals. You should also be certain to review the fund fact sheets or other available information before making your investment decisions. These materials will describe the transaction fees and expenses related to specific investment options.

The Company makes no guarantee regarding the current or future performance of the principal amounts and earnings of the investment funds.

If you enroll in the Plan through Automatic Enrollment or have a rollover into the Plan without investment elections on file, the LifeCycle Portfolio that corresponds to the year closest to the year you'll turn age 65 as indicated in the [Automatic Enrollment](#) section, is the Plan's default investment option. The LifeCycle portfolios are the qualified default investment alternatives in accordance with the Department of Labor rules.

Changing Your Investments

Subject to certain Plan restrictions, you may change your investment allocations for future contributions daily. Changes take effect on the next business day and are applied to your next contributions made to the plan.

Fund Reallocations and Transfers

You can reallocate current balances among the investment options. When you make a fund reallocation, you select the funds where you want your existing balance invested and you assign percentages to those funds.

For example, suppose 35% of your account balance is invested in the U.S. Large Cap Stock option, 35% is invested in the Non-U.S. Developed Markets Stock option, and 30% in the Core Bond option. You could reallocate the investment of your account balance to 30% in the U.S. Large Cap Stock option, 30% in the Non-U.S. Developed Markets Stock option, and 40% in the Core Bond option. You may reallocate your account balance as you choose among these funds.

In addition, you can transfer current balances among the investment options. When you make a fund transfer, you take a percentage (or dollar amount) out of one investment option and move it to another.

Reallocations or transfers may be made in 1% multiples and **affect your existing account balance only. It does not affect how your future contributions are invested.** If you make a change on Saturday or Sunday the change will take effect as of the close of the next business day, for example Monday, if the stock markets are open on Monday. If, on any business day, you make a reallocation after the stock markets are closed, your reallocation will take effect as of the close of the next business day.

However, there may be circumstances that effect the processing of reallocation or transfer requests, the daily valuation of Plan accounts and any other transactions that have been made as of the end of the business day. These circumstances include such things as equipment failures or other unforeseen conditions. Therefore, the processing of reallocation or transfer requests, daily valuations and transactions will not be completed in every instance and market conditions may change during the time a valuation or transaction is in process.

NOTE: The Plan will take action, including imposing additional trading restrictions, on participants who engage in high-frequency short-term trading and other abusive trading practices, in order to protect the interests of other Plan participants who may be adversely affected by these trading practices.

Changing How Future Contributions are Invested

In addition to changing your current account balance through fund reallocations and transfers, you can change how your future contributions will be allocated.

[Visit the Plan website or call the SBSC](#) to make a change in the investment of future contributions or to make a reallocation of your existing balance or a transfer.

Correcting a Net Asset Value (NAV) Error

From time to time, the investment options in the Plan may be subject to pricing errors or Net Asset Value (NAV) errors. The Plan follows prevailing industry practices when correcting these errors. The Trustee determines the effect of the error on the fund level. Depending on the result, the correction procedures are outlined below:

- If an error has an effect of less than 10 basis points (0.10%), it is considered immaterial and there are no adjustments made to individual participant accounts. The NAV price is corrected the next day.
- If the error has an effect of more than 10 basis points, the Plan considers it material. For all individual participant accounts impacted by at least +/- \$20.00, the accounts are adjusted as soon as possible. The NAV price is corrected the next day.

You Direct the Investment of Your Plan Account

This Plan is intended to comply with Section 404(c) of the Employee Retirement Income Security Act of 1974, as amended (ERISA), and the regulations thereunder. This means that the Plan is an individual account plan that provides an opportunity for members to exercise control over assets in their individual accounts and provides an opportunity to choose from a broad range of investment alternatives in which the assets in an account may be invested. Because the investment of your accounts under the Plan are directed by you, the fiduciaries of the Plan, such as the Administrative and Investment Committees, may be relieved of liability for any losses that are the direct and necessary result of investment instructions given by you.

For More Information About Investing Plan Contributions

For more information about investing Plan contributions, including the fund fact sheets for the various options available to you, [visit the Plan website or call the SBSC](#). After signing into the website and selecting the “Savings and Retirement” tab, you can find the information shown below for each of these options through the path Savings and Retirement → 401(k) Savings Plan → Investments → Fund Performance:

- a description of the annual operating expenses of each investment fund option, (e.g., investment management fees, trustee fees, investment consulting fees, etc.) which reduce the rate of return to participants and beneficiaries and the aggregate amount of such expenses expressed as a percentage of average net assets of each investment option, and of administration fees which are charged directly to all participants' accounts
- copies of any fund fact sheets (which may include information on fund objectives, managers, historic performance, risk/return profiles, and portfolio make-up), prospectuses, financial statements and reports, and any other materials relating to the investment fund options (to the extent such information is provided to the Plan)

- information concerning the value, as well as past or current performance, of the units in any investment fund option determined net of expenses on a reasonable and consistent basis, and
- information concerning the value of units in each investment fund option held in your accounts.

How Your Account Can Grow

The value of your Plan account at any time depends on a number of factors, including:

- how much and how long you save
- Company contributions made on your behalf
- investment gains (or losses)
- any withdrawals or loans you take
- costs relating to the administration of the Plan which are paid from member's accounts

[Visit the Plan website or call the SBSC](#) for more information about investing in the Plan and for the following information:

- to receive a personal statement. The statement allows you to see how your account is growing and to determine whether your investment choices still reflect your personal financial goals.
- to find out your account balance or the balances of your investment choices on any day. While no one can predict how the investment funds will do in the years ahead, regular savings and investment growth could pay off over time.
- to project the estimated value of your account at different savings levels.

Withdrawals

Although the Plan is designed primarily to provide benefits when you retire, you may withdraw some Plan money under certain circumstances while you are still working. However, when you make a withdrawal, you should be aware of the tax consequences. See [Taxes on Withdrawals](#) and the tax withholding information in the [When You Pay Taxes](#) sections. Also, if you have monies in the [Self-Directed Brokerage Account](#), you must have a minimum balance of \$500 remaining in your core investments after your withdrawal is processed.

Regular Withdrawals (Non-Financial Hardship Withdrawal)

You may make a regular withdrawal at any time in any Plan Year for any reason. [Visit the Plan website or call the SBSC](#) to request a withdrawal.

The following lists the categories of contributions in your accounts from which you can take a regular, non-hardship withdrawal. You must withdraw each available category as shown below fully before you withdraw the next category:

- (1) your pre-1987 after-tax contributions (both basic and supplemental), excluding investment earnings
- (2) your supplemental after-tax contributions made after 1986, which must include a pro rata share of earnings related to all after-tax contributions in your account

- (3) your basic (matched) after-tax contributions made after 1986, which must include a pro rata share of earnings related to all after-tax contributions in your account
- (4) rollover contributions (other than Roth rollover contributions) plus earnings related to these contributions
- (5) Any company contributions made to a prior employer's plan that were transferred into the Plan
- (6) vested Company matching and Company basic contributions plus earnings related to these contributions
- (7) your supplemental before-tax contributions plus earnings related to these contributions, provided you are at least age 59½ or have a long-term disability of indefinite duration (as defined by the IRS)
- (8) your basic before-tax contributions plus earnings related to these contributions, provided you are at least age 59½ or have a long-term disability of indefinite duration (as defined by the IRS)

Also, you can make a separate regular, non-hardship withdrawal election from your Roth accounts in the following order:

- 1) your Roth rollover contributions plus earnings related to these contributions, and
- 2) your Roth 401(k) basic and supplemental contributions plus earnings related to these contributions, provided you are at least age 59½ or have a long-term disability of indefinite duration (as defined by the IRS)

SBCCs are not eligible for a withdrawal (regular or financial hardship) while you are employed.

You may request to withdraw a specific dollar amount. Within each category of money, the withdrawal will be taken proportionately from each of your investment funds (excluding amounts invested in the SDBA). Amounts invested in the SDBA must be transferred to any of the Plan's other investment funds before they can be withdrawn.

Note that if you have been a member of the Plan, a predecessor plan, or a transferor plan for fewer than five years and you:

- withdraw basic (matched) after-tax contributions made after December 31, 1986, or
- withdraw Company contributions that have been in the Plan for fewer than two years,

then future Company matching contributions will be suspended for three months following the withdrawal unless you are age 59½ or older or have a long-term disability of indefinite duration (as defined by the IRS).

[Visit the Plan website or call the SBSC](#) to obtain the exact amount available to you for a regular withdrawal from your account. You will receive your withdrawal as soon as administratively possible after you apply. You should be aware that there may be tax consequences depending on the type of contributions you withdraw. See the [When You Pay Taxes](#) section for tax information.

Financial Hardship Withdrawal

A financial hardship withdrawal of amounts in your before-tax and Roth 401(k) contribution accounts is allowed only after you have withdrawn all of the money available to you under the Plan's regular withdrawal rules or have taken the maximum number of regular withdrawals available in a calendar year.

You must also be able to demonstrate that you have an immediate and heavy financial need, and the withdrawal is necessary to satisfy the financial need.

As defined by the IRS, financial hardship situations include:

- the purchase of your primary residence (excluding mortgage payments), including the down payment and closing costs (a primary residence could include a mobile home or trailer, or even a home you are building or having built),
- the prevention of foreclosure on or eviction from your primary residence,
- the payment of the next year's college tuition and related educational fees (excluding books) and room and board expenses for you or a covered dependent,
- medical expenses incurred by you, or your dependents not reimbursed by insurance and amounts necessary to obtain medical services,
- funeral expenses for family members, and
- the repair of unforeseen damage to your principal residence not compensated for by insurance.
- Expenses and losses due to a federally declared disaster which impacts your primary residence or place of employment and is in an area designated by the Federal Emergency Management Agency (FEMA) as eligible for individual assistance due to the disaster.

The amount of your withdrawal may not exceed the amount required to meet your immediate financial need. You will be required to declare that the financial need cannot be satisfied through other means such as suspending your contributions to the Plan, the reasonable liquidation of your assets or borrowing from commercial sources on reasonable commercial terms. If you cannot make this declaration, you will not be allowed to take a financial hardship withdrawal.

In addition, the amount of a financial hardship withdrawal request may include any federal, state, or local taxes or penalties reasonably anticipated as the result of the withdrawal.

Both regular (non-financial hardship) and financial hardship withdrawals will be taken proportionately from each of your investment funds (excluding the SDBA). Federal law, however, prohibits the withdrawal of earnings related to any before-tax or Roth 401(k) contributions credited to your account after December 31, 1988, unless you are at least age 59½.

Coronavirus Related Distribution (CRD)

As a result of the Coronavirus Aid, Relief, and Economic Security Act signed into law on March 27, 2020, the following temporary changes were incorporated into the Plan from May 25 through December 31, 2020:

- A new Coronavirus Related Distribution (CRD) option was made available to participants impacted by the coronavirus up to \$100,000 which is exempt from the 10% early withdrawal tax penalty. Impacted by the coronavirus is defined as:
 - Has been diagnosed with the virus SARS-CoV-2 or with coronavirus disease 2019 (COVID-19) by a test approved by the Centers for Disease Control and Prevention, or
 - Has a spouse or dependent diagnosed with such virus or disease, or
 - Has experienced adverse financial consequences as a result of being quarantined, being furloughed or laid off or having work hours reduced due to such virus or disease, being unable to work due to lack of childcare due to such virus or disease, closing or reducing hours of a business owned or operated by the individual due to such virus or disease, or other factors as determined by the Secretary of the Treasury.
- CRD amounts are eligible to be repaid to the Plan within 3 years from the date of distribution.

Taxes on Withdrawals

Amounts you withdraw while working, other than your Roth 401(k) contributions or after-tax contributions, are subject to income taxes. The investment earnings on your Roth 401(k) contributions are not subject to taxes if the earnings are withdrawn in a Qualified Distribution. See [Roth 401\(k\) Contributions](#) for more information. Also, in most cases, before-tax contributions, rollover contributions, Company contributions and investment earnings, whether on before-tax, Roth 401(k), or after-tax contributions, withdrawn before age 59½ are subject to an additional 10% IRS tax penalty for early withdrawal. See the [When You Pay Taxes](#) section for more tax information.

Withdrawal Procedures

[Visit the Plan website or call the SBSC](#) to apply for a regular or financial hardship withdrawal.

To apply for a financial hardship withdrawal, you must also complete an application that will be sent to you and document the financial hardship with supporting materials.

The amount available for withdrawal will be determined as of the close of each business day (4:00 p.m. Eastern Time). You will receive payment as soon as possible after you apply and provide the required supporting materials.

If you are at least age 59½, a separate Roth 401(k) regular withdrawal and non-Roth regular withdrawal is available. You may request either type of withdrawal.

Loans

As described in the [Withdrawal](#) section, withdrawals may be limited and may be subject to tax penalties. In addition, once amounts are withdrawn, they may not be put back into the Plan. However, you may borrow from your account for any reason. Also, you do not pay taxes on a loan, provided you repay it according to the established amortization schedule. Finally, you pay yourself back with interest. There may be a \$50 fee for taking a loan from the Plan. Please [check with the SBSC](#) to see if this fee applies to you.

Types of Loans

There are two types of loans available from the Plan:

principal residence loan - you may obtain a principal residence loan to finance the purchase of a principal residence (house, condominium, co-op, mobile home or trailer, new construction by a builder or yourself, and even the land for new construction or a trailer) for yourself

general purpose loan - you may obtain a general-purpose loan for any other reason.

You may request up to two loans in any Plan Year, but you may not have more than two outstanding loans at any given time. You may have only one outstanding principal residence loan at any given time. If you want to request another loan, you must first fully pay off one of the loans. Also, if you have monies in the SDBA, you must have a minimum balance of \$500 remaining in your core investments after your loan is processed.

How Much You May Borrow

The minimum amount you may borrow is \$1,000. The maximum amount you may borrow at any time is an amount that when added to the outstanding balance of any other Plan loan, does not exceed the lesser of:

- 50% of your vested account balance (excluding any current outstanding loan balance, and any defaulted loan balances and the interest accrued on such defaulted loan balance), or
- \$50,000 minus the excess of (i) the highest outstanding loan balance during the 12 months preceding the business day as of which the loan is made, over (ii) the outstanding balance of loans from the Plan on the date on which such loan is made.

For purposes of determining the maximum loan amount available to you, defaulted loan balances, including the interest accrued on such defaulted loan balances, are treated as outstanding loans.

The following example shows how the maximum loan amount is determined. Let's assume your...

- current vested account balance in the investment funds (before any exclusions) = \$53,000
- current outstanding loan balance = \$5,000
- defaulted Loan Balance = \$0
- highest outstanding loan balance during the prior 12 months = \$8,000
- the maximum loan you may take is the lesser of:
 - 50% of \$53,000 minus \$5,000 = \$21,500
 - or
 - \$50,000 minus \$8,000 = \$42,000

Therefore, the maximum you may borrow is \$21,500.

The outstanding balance of any Plan loan that defaults because of missed payments will be taxed as a distribution and reported to the IRS at the end of the tax year. The taxable amount

will include both the remaining principal and any back interest that is due when the loan defaults. Additionally, a 10% penalty tax will be assessed if you are under age 59½.

To avoid default, if you are behind in payments at the end of a calendar quarter, you must bring your loans up to date before the end of the next quarter. Since about 15 days are required for processing, payments on loans found to be delinquent on June 30, 2022, for example, would have to be received at the SBSC by September 15, 2022, to avoid defaulting on September 30, 2022.

As indicated above, any defaulted loan balances will also permanently reduce the amount available for future loans - unless you later repay the loan.

Defaulted loans will continue to accrue interest. Although this additional interest will not be reported as taxable income, it will increase the amount required to pay off the loan and will further reduce the amount available for future loans.

Applying for a Loan

[Visit the Plan website or call the SBSC](#) to apply for a loan. For a primary residence loan, you must fill out an application, which will be sent to you from the SBSC. If you are requesting a primary residence loan, you also must submit a copy of the executed purchase and sale contract with your application form. Once your loan is approved, a payroll deduction repayment schedule will be established and sent to your payroll department. If your loan is approved, you can elect to have your loan amount deposited directly with a financial institution.

Where Your Loan Comes From

When your loan is approved the money will come out of the Plan accounts in a specified order. Each category must be depleted before a loan comes out of the next category, as follows (categories include attributable earnings):

- (1) your basic before-tax contributions
- (2) your supplemental before-tax contributions
- (3) vested Company contributions (including matching and Basic Company Contributions)
- (4) rollover contributions (other than Roth rollover contributions)
- (5) your basic after-tax contributions
- (6) your supplemental after-tax contributions
- (7) Roth rollover contributions
- (8) Roth 401(k) contributions.

Note that you are not permitted to borrow amounts that are attributable to SBCCs, but such amounts are taken into account in determining the maximum amount you may borrow from the Plan.

The proceeds for the loan will be taken proportionately from each of the investment funds in which your accounts are then invested (excluding amounts invested in the SDBA). In order to borrow amounts invested in the SDBA, you must first transfer the appropriate amount to one of the core investment options in the Plan before your loan can be processed.

Repaying Your Loan

After you receive the loan, you pay it back with interest in substantially equal installments through payroll deductions.

You may take a general-purpose loan with a term, in whole months, from a minimum of 6 months to a maximum of 4 years. You may take up to 30 years to repay a primary residence loan. However, your loan must be repaid according to the amortization schedule established when the loan is requested, otherwise there is a risk that your loan will be defaulted.

Furthermore, if you terminate employment, all outstanding loans must be repaid in full within 60 days. If an outstanding loan is not repaid during this 60-day period, the loan will be declared to be in default at the end of this period and the default amount, subject to federal regulations, will be considered to be a distribution for tax purposes. Defaulted loans are reported as taxable income in the year when they default. In addition, as indicated above, any defaulted loan balances will also permanently reduce the amount available for future loans - unless you later repay the loan. Further, it will continue to accrue interest. Although this additional interest will not be reported as taxable income, it will increase the amount required to pay off the loan and will further reduce the amount available for future loans.

You may prepay an outstanding loan at any time with a lump sum or partial prepayments. If your loan is not paid off within the loan term, it may be defaulted and taxed.

As you repay a loan, your repayments of principal and interest go into each account category borrowed from in the following order:

- (1) Roth 401(k) contributions
- (2) Roth rollover contributions
- (3) your supplemental after-tax contributions
- (4) your basic after-tax contributions
- (5) rollover contributions (other than Roth rollover contributions)
- (6) Company contributions (including matching and Basic Company Contributions)
- (7) your supplemental before-tax contributions
- (8) your basic before-tax contributions.

Repayments will be invested in the Plan's investment funds based on your most recent investment election for contributions.

Keep in mind that the category order in which repayment is made is designed to provide maximum financial advantage to you. For example, your before-tax contributions are the least accessible for withdrawal purposes if you are under age 59½. For this reason, this money is used first to meet loan proceeds, which leaves the contributions that are more accessible for withdrawals (such as supplemental after-tax contributions) available if you should need to make a withdrawal.

How Interest Is Determined

The rate of interest you pay on your loan is based on the Prime Rate of interest, as published in the Wall Street Journal, of the last day of the calendar quarter prior to the quarter in which

your loan is issued. In general, the loan interest rate used in the Plan must be reasonable and the Administrative Committee may from time to time review the practice in place and make changes as appropriate.

The interest rate when you apply for the loan remains in effect over the term of that loan. It does not change even though the interest rate applicable to new loans may change.

Tax Considerations for Loans

Under federal law, personal (non-investment) interest on loans from the Plan is not deductible on your federal tax return.

Please note that interest on loans from the Plan to purchase your primary residence (these are not mortgages) is considered personal interest.

If your loan is not repaid and you have a loan offset where your account balance is reduced, or offset, by the unpaid portion of the loan, the plan loan offset amount is treated as an actual distribution for rollover purposes and may be eligible for rollover. If eligible, the offset amount can be rolled over to an eligible retirement plan, including an IRA. If a loan offset is due to a plan termination or severance from employment, instead of the usual 60-day rollover period, you have until the due date, including extensions, for filing the Federal income tax return for the taxable year in which the offset occurs.

This information is intended only as a general guideline. You should consult a tax specialist regarding your personal situation.

[Visit the Plan website or call the SBSC](#) for the notice regarding important tax withholding rules for additional information.

When You May Collect Plan Money

You are eligible to receive a distribution of your contributions and the Company's contributions, adjusted for investment earnings or losses, if:

- your employment is terminated due to Retirement or Disability, (as defined in the Plan; proof of disability may be required by the Administrative Committee),
- your death,
- you are a nonunion employee who is permanently laid off, or
- there is a termination of the Plan or a partial termination that directly affects you or there is a complete discontinuance of contributions.

If you leave the Company for any reason, other than those listed above, you can take a distribution of all of your contributions, but only your vested portion of Company contributions after you terminate employment with all affiliated companies. All contributions will be adjusted to reflect investment earnings or losses.

If you transfer directly to a Siemens affiliated company which is not located in the United States and that does not participate in the Plan, any amount you have in the Plan cannot be distributed to you until you terminate from Siemens globally, except for the value of your account on December 31, 2009.

Vesting

You are 100% vested in (entitled to) your before-tax, Roth 401(k), after-tax, catch-up, rollover and Roth rollover contributions, along with related earnings, at all times. You are also 100% vested in any SBCCs, if applicable. You become vested in all other Company contributions, such as matching contributions, Basic Company Contributions, and related earnings, based on your [years of vesting service](#), as shown below:

Years of Vesting Service	Percent Vested
Fewer than 2	0%
2 but fewer than 3	40%
3 but fewer than 4	60%
4 but fewer than 5	80%
5 or more	100%

For vesting purposes, service is generally all periods of employment (including layoffs or leaves of absence for a period of up to 12 months) with the Company or an affiliate. Service for vesting purposes also includes periods of employment with an acquired company, to the extent determined by the Board of Directors of Siemens.

You are also 100% vested in the Company's contributions, regardless of your years of service in the event of your death, Disability, or Retirement (as defined by the Plan); or in the event of a complete or partial termination of the Plan that affects you or a complete discontinuance of contributions to the Plan.

If you are a non-union employee, you also become 100% vested in the event of your termination of employment as a result of your permanent layoff or if you transfer directly to the employ of an affiliated company which does not participate in the Plan, and which is not located in the United States.

If you are a union employee eligible to participate in the Plan under a collective bargaining agreement, you also become 100% vested in the event of termination of employment as a result of the closing of the facility where you are employed or if you retire from the Company or an Affiliated Company under the terms of any pension plan maintained by the Company or an Affiliated Company.

Note: Special rules concerning vesting apply if you leave the Company and are later rehired. See the [If You Leave and Are Later Rehired](#) section.

How Payments Are Made

How your account is paid depends on the value of your account. If the value of your account is \$1,000 or less when you leave, you will receive a lump sum payment of your entire

balance. If your account is over \$1,000, but less than or equal to \$5,000, your balance will be rolled over into an IRA with Alight Financial Solutions unless you elect to have your account balance paid to you directly or rolled over to an IRA or another retirement plan. However, if your account balance is greater than \$5,000, an automatic payment will not be processed.

Note, in this case, you are able to request payment of your benefit at any time.

When your employment ends, if your account balance is more than \$5,000 you may defer taking a distribution from your account but not beyond the April 1 following the calendar year in which you reach age 72 as required by government regulations. You may request an earlier distribution if you so choose.

Note: Prior to changes in regulation in 2019, if you turned age 70½ on or before December 31, 2019, you were required to begin taking distributions by the April 1 following the calendar year in which you reach age 70½).

[Visit the Plan website or call the SBSC](#) for information about making a payment election. If your account balance is more than \$5,000, you may choose any of the following payment methods:

- an immediate single lump sum payment.
- a single lump sum payment postponed to a later date (but not beyond April 1 following the calendar year in which you reach age 72).
- annual or monthly installment payments, beginning immediately, for a period that does not exceed the life expectancies of you and your spouse under the Uniform Life Table. This Table can be found as Table III of IRS Publication 590.
- annual or monthly installment payments starting at a later date (but not beyond April 1 following the calendar year in which you reach age 72, for a period that does not exceed the life expectancies of you and your spouse under the Uniform Life Table. This Table can be found as Table III of IRS Publication 590.
- a partial lump sum payment payable immediately, with the balance payable in annual or monthly installment payments for a period that begins no later than April 1 following the calendar year in which you reach age 72 and that does not exceed the life expectancies of you and your spouse under the Uniform Life Table. This Table can be found as Table III of IRS Publication 590.
- a partial lump sum payment payable at a later date (but not beyond April 1 following the calendar year in which you reach age 72, with the balance payable in an annual or monthly installment for a period that begins no later than April 1 following the calendar year in which you reach age 72 and that does not exceed the life expectancies of you and your spouse under the Uniform Life Table. This Table can be found as Table III of IRS Publication 590.
- one or more partial lump sum payments (up to a maximum of two per calendar year) until your account is depleted. However, beginning no later than the April 1 following the calendar year in which you reach age 70½, you must begin receiving annual or monthly installment payments that do not exceed the life expectancies of you and your spouse under the Uniform Life Table. This Table can be found as Table III of IRS Publication 590.

If payments to you from the Plan have not begun, you can change the payment method you have elected. If you have begun to receive payments from the Plan and you have chosen an

installment method of payment, you can change the frequency of the installment payments once in any 12-month period after payments have begun. Also, if you have chosen an installment method of payment, you can elect to receive an immediate single lump sum payment for the remaining amount in your account balances in the Plan.

[Visit the Plan website or call the SBSC](#) for more information about changing your payment election. If you are employed by the Company or an affiliated company beyond the April 1 following the year you turn age 72, you will begin receipt of your benefit from the Plan only when you terminate employment.

If the value of your vested account balance is more than \$5,000, your employment with the Company and all affiliated companies has ended, and you do not choose a payment form, your account will be paid to you beginning no later than April 1 following the calendar year in which you reach age 72 in annual installments.

Upon Your Death. If you die while an employee or before receiving all of your benefits under the Plan (and your vested account balance is more than \$5,000) an account will be established in the name of each of your beneficiaries with respect to his or her share of your vested account balance and will be distributed to your designated beneficiary or beneficiaries (including trusts) in accordance with the payment method chosen by such beneficiary from among the options described above. However, effective January 1, 2020, all payments to designated beneficiaries generally must be completed within ten (10) years after your death unless your designated beneficiary is an “eligible designated beneficiary,” in which case payments may extend beyond ten (10) years following your death.

An “eligible designated beneficiary” includes the following individuals:

- Your surviving spouse
- Your minor child
- A permanently disabled person
- A chronically ill person
- A person who is not more than 10 years younger than you

If you die after the end of the calendar year in which you reach age 72 and you are receiving payments from the Plan, the payments methods available to your beneficiary (whether or not your beneficiary is your spouse) are subject to the minimum distribution requirements prescribed under the Internal Revenue Code. If payments to your beneficiary have not begun, your beneficiary can change the payment method they have elected. If your beneficiary has begun to receive payments from the Plan in an installment method of payment, your beneficiary can change the frequency of the installment payments once in any 12-month period. Also, if your beneficiary has elected an installment method of payment, your beneficiary can elect to receive an immediate single lump sum payment for the remaining amount in the Plan.

In the event of your death, where no beneficiary has been designated, payments will be made in the following order: first to your surviving spouse, if you have no surviving spouse, then to all your surviving children in equal shares, and if you have no surviving spouse or surviving children, then to your estate.

Remember that if you want to choose a beneficiary other than your spouse, you will need your spouse's written consent, witnessed by a notary public. See the section [Designating a Beneficiary](#) for more information.

Even while you are receiving payments from the Plan, you will be able to direct the investment of the amounts remaining in the Plan in any of the investment options then offered in the Plan. This same provision applies to your beneficiary(ies) with respect to his or her account under the Plan.

If you request a distribution of less than the entire vested account balance in the Plan, you may designate that the distribution be taken from your Roth accounts, or, alternatively, from the accounts other than the Roth accounts. If you elect to have distributions made from your accounts other than your Roth accounts, distributions will be taken from your accounts in the following order unless directed otherwise: Supplemental After-Tax Contribution Account, Basic After-Tax Contribution Account, Rollover Contribution Account, Employer Contribution Account, SBCC, Supplemental Before-tax Contribution Account, and Basic Before-tax Contribution Account.

Please Note: When you contact the SBSC for a distribution of your account balances in the Plan, the final value of your account balances cannot be determined until the end of the business day in which you made your distribution request.

Qualified Domestic Relations Orders

If you are divorced or legally separated, all or part of your account balance may be subject to the terms of a qualified domestic relations order, which may provide for child support, alimony payments, or marital property rights. [Contact the SBSC](#) for more information on how a qualified domestic relations order may affect your account balance.

If You Leave and Are Later Rehired Before Being Vested

If you leave the Company after becoming a Plan member or meeting the eligibility requirements and are rehired, you are eligible to participate in this Plan immediately upon rehire. However, if your break-in-service from a Siemens affiliated company is more than five years and you are not vested in the Company contribution you will be treated as a newly hired employee and must meet the eligibility requirements described in the [Eligibility](#) section.

If you leave the Company before you are fully vested in Company contributions, the non-vested portion of these contributions and related earnings will be forfeited. Forfeitures are used as a credit against future Company contributions and may be used to pay certain Plan expenses.

If you return to work for the Company, you will regain your prior service and forfeitures (if applicable) as follows:

- Break-in-Service of One Year or less.
 - you will receive credit for service during the break-in-service period and
 - your prior service will be restored
- Break-in-Service of More Than One Year but less than Five Years.
 - you will not receive credit for service during the break-in-service period, however

- your prior service will be restored upon rehire

If you have a Break-in-Service of Five Years or more, you will not regain your prior service or forfeitures.

These same rules apply if you worked for a company that was acquired by Siemens and its entire savings plan was merged into the Plan.

If you have an absence of up to 24 months for paternity or maternity leave (that is, pregnancy, birth, or adoption of your child, or caring for your child immediately following birth or adoption), this absence does not count as a break-in-service. The first 12 months of such leave counts as service towards vesting.

Military Service

Subject to certain limitations and exceptions, if you are absent from work with the Company because of **military service**, and you are rehired within certain time limits: (a) you will not incur a break in service because of the period of your military service; (b) your military service will be treated as service for vesting purposes under the Plan, and (c) you will be permitted to make up contributions to the Plan (on a before-tax, Roth 401(k), or after-tax basis) for the period of your military service. You can make up your contributions at any time from the date of your reemployment up to five years after your reemployment or, if less, three times your period of military service.

If you make up the contributions you would have made while in military service, you will also be entitled to receive applicable Company matching contributions. For purposes of the make-up contributions, you will be treated as receiving pay during your period of military service equal to the pay you otherwise would have received during that period. If your pay is not reasonably certain, your average pay during the 12-month period immediately preceding your period of military service will be used (or, if shorter, the period of employment immediately preceding your military service). Additionally, any outstanding loan payments and interest accrual would also be suspended during your absence due to military service and would resume upon your reemployment with the Company. In addition, if you are performing services in the uniformed services while on active duty for a period of more than 30 days, you are entitled to withdraw all or a portion of your basic and supplemental before-tax contributions, basic and supplemental after-tax contributions, basic and supplemental Roth contributions, vested Company matching contributions, and rollover contributions as if you had been severed from employment. If you elect to receive a distribution, you will not be permitted to make any employee contributions during the six-month period beginning on the date of such distribution.

Notwithstanding the above provisions, if you are performing services in the uniformed services while on active duty for a period of more than 179 days, you are entitled to withdraw all or a portion of your basic and supplemental before-tax contributions and/or basic and supplemental Roth contributions but will not be subject to the six-month restriction on employee contributions.

You should [contact the SBSC](#) if you think these provisions apply to you.

If You Transfer to an Affiliated Company

Transfer to a Participating Company

If you transfer to a Company which has adopted this Plan, your eligibility for Plan participation continues and your contribution election is transferred to the new company. If you did not previously contribute, you are eligible to contribute to the Plan immediately following your transfer date if you already satisfied the eligibility requirements prior to your transfer. [Visit the Plan website or call the SBSC](#) for information about participating in the plan. You retain your past vesting service.

Transfer to a Non-Participating Company

If you transfer to a Siemens affiliated company which has not adopted the Plan, your contributions end; however, you continue to earn vesting service. You also continue your eligibility to transfer your account balances among investment funds and request in-service withdrawals or a loan. If you transfer directly to a Siemens affiliated company outside the United States, your account balance at the time of transfer will automatically become fully vested.

If you transfer directly to an affiliated company, you cannot request a distribution until you terminate from Siemens globally, except for the value of your account on December 31, 2009.

When You Pay Taxes

This Plan has been designed to meet government requirements and to help you enjoy special tax advantages.

Federal Income Tax

Your after-tax contributions come out of pay that already has been taxed. So, although you do not postpone federal taxes on these contributions, you do postpone taxes on their investment earnings while they remain in the Plan.

Your Roth 401(k) contributions also come out of pay that already has been taxed. However, if you meet the requirements set forth by the IRS for a “Qualified Distribution”, you will not pay taxes on the investment earnings on your Roth 401(k) contributions. These requirements are:

- You have satisfied the “5-year participation period” (see “Roth 401(k) Contributions” above) at the time the Roth 401(k) contributions and earnings come out of the Plan; AND
- the distribution occurs after one of the following:
 - (1) you attain age 59½ or older,
 - (2) you become disabled (per the IRS definition of “disability”), or
 - (3) your death.

Your before-tax contributions are made before federal income taxes are withheld. As long as that money stays in the Plan, it will not be taxed by the federal government. The same is true

for all Company contributions and investment earnings on Company and before-tax contributions. You pay no current federal income taxes on these amounts as long as they remain in the Plan.

Withdrawals While Working

Your before-tax contributions, all Company contributions and all investment earnings including investment earnings on Roth 401(k) contributions, unless the IRS requirements for a “Qualified Distribution” discussed in the preceding section are met, are fully taxable as ordinary income when you withdraw them. In addition, these amounts will be subject to an additional 10% tax penalty if you withdraw them before reaching age 59½. However, the additional 10% penalty does not apply if your withdrawal does not exceed your tax-deductible medical expenses which are not reimbursed, and it does not apply to distributions made under a qualified domestic relations order. Any withdrawal of after-tax contributions made after 1986 and Roth 401(k) contributions must include a pro-rata portion of earnings related to those contributions, which are subject to income taxes and the 10% penalty (other than earnings on Roth 401(k) contributions received in a “Qualified Distribution”).

Distribution When You Leave the Company

Your before-tax contributions, Company contributions and all investment earnings including investment earnings on Roth 401(k) contributions, unless the IRS requirements for a Qualified Distribution discussed earlier are met, are fully taxable as ordinary income when they are distributed to you. In addition, if you leave the Company and receive your Plan money before age 59½, the amount you receive will be subject to a 10% excise tax as well as ordinary income taxes. (This does not apply to Roth 401(k) and after-tax contributions, which have already been taxed.)

However, there is no additional 10% tax if:

- you receive your Plan money in periodic installments over your life expectancy,
- payout is made due to your death,
- payout is made due to a disability that meets the applicable disability requirements under the Internal Revenue Code. Note that you may need to file federal tax form 5329 to request this waiver.
- you leave after age 55 and then receive your vested Plan money,
- you roll over the taxable portion of your Plan account to an IRA or another employer’s qualified plan, or
- the amount you receive does not exceed your tax-deductible medical expenses that are not reimbursed.

*Note, if you roll over your Roth 401(k) account to a Roth IRA, the date when you first began to make contributions to the Roth IRA will determine the start date of the 5-year participation period for the Roth IRA, including the amount rolled into it from your Roth 401(k) account. The period during which you participated in the Roth 401(k) account is not considered. If you are rolling over your Roth 401(k) account to a new Roth IRA, the date your funds are rolled into the Roth IRA will begin the 5-year participation period. Generally, a payment from a Roth IRA is considered a qualified distribution, i.e., your investment earnings are paid tax-free, if it is made after satisfying a 5-year participation period, beginning with the first taxable year

after which a contribution was made to the Roth IRA, and the payment is made on or after you reach age 59½. Please consult your tax advisor for more information.

State and Local Income Taxes

Contributions

Your Roth 401(k) and after-tax contributions come out of pay that has already been taxed by your state and/or local government.

Before-tax contributions are generally treated by state and local governments the same way as by the federal government. However, some states and localities do not exempt before-tax contributions for state and local income tax purposes (e.g., Pennsylvania). That means in those areas you will have to pay state and/or local income taxes on any before-tax contributions you make.

You do not pay state and/or local taxes on Company contributions and any earnings as long as they remain in the Plan.

Distributions

If you did not pay state and/or local taxes on before-tax contributions at the time you made these contributions, you generally will be subject to tax on these amounts when you receive them. Earnings on before-tax and after-tax contributions will also be subject to state and/or local tax when you receive them. In addition, all Company contributions and their investment earnings will generally be subject to tax when distributed. Tax deferred contributions, which are subject to state tax when they are contributed to the Plan, are not reported separately when they are distributed from the Plan.

Since your Roth 401(k) contributions were made with after-tax money, distributions of Roth 401(k) contributions are generally exempt from state and local income tax, just as they are for Federal income tax purposes. In addition, most states follow the federal tax rule of not taxing earnings on Roth 401(k) contributions to the extent the distribution satisfies the Federal rules for a "Qualified Distribution". But this is not true in every state. Please consult with your personal tax advisor regarding the state and local tax laws applicable to distributions of your Roth 401(k) contributions.

Withholding

Certain withdrawals and distributions are subject to 20% income tax withholding if they are considered "eligible rollover distributions" and are not directly rolled over. If the payment is considered an "eligible rollover distribution" it may be rolled over to an IRA or another employer's plan. If the payment is an eligible rollover distribution and it is directly rolled over, the 20% income tax withholding does not apply. Furthermore, you are not taxed on the payment until you later take it out of the IRA or the other employer's plan. [Visit the Plan website or call the SBSC](#) to see or request the notice regarding important tax withholding rules for additional information.

For More Information

Keep in mind that this information is intended only as a general guideline based upon our present understanding of the tax laws currently in effect. Tax laws are complicated and subject to change frequently. Therefore, before you receive any payments from the Plan, you

should consult your tax specialist to determine the payment method and tax treatment that will be best for you.

How to File Plan Forms

[Visit the Plan website or call the SBSC](#) to obtain all forms, where required, related to the Plan (including Beneficiary forms). Instructions are on each form to help you complete it properly.

Return all forms to the SBSC. Your forms must be received within the required time periods indicated on the forms.

Most elections (for example, changes to contribution rates, changes to the investment of future savings or current balances and beneficiary designations) may be made by [visiting the Plan website or call the SBSC](#).

What Else You Should Know

Assignment of Benefits

Your benefits under this Plan are solely for you or your beneficiary. Generally, they may not be assigned to anyone else and may not be attached or garnished by any other person. However, the Plan will honor qualified domestic relations orders relating to provisions for child support, alimony payments, or marital property rights. If the Company receives such an order, you will be notified of how it will be handled with respect to your account.

Amendment or Termination

Siemens reserves the right to amend or terminate all or any portion of the Plan at any time. If the Plan is terminated (or upon complete discontinuance of contributions to the Plan), you will automatically become 100% vested in your account balance.

No Contract of Employment

The existence of this Plan does not create a contract of employment between you and the Company and does not affect the Company's right to terminate your employment.

Pension Benefit Guaranty Corporation

The Pension Benefit Guaranty Corporation (PBGC) is a government corporation established by the Employee Retirement Income Security Act of 1974. Basically, the PBGC insures certain benefits under a defined benefit plan in the event of the plan's termination.

This Plan is a defined contribution plan. This means that Company contributions are made in specific (defined) amounts, but the benefit you receive at retirement or termination depends on a number of variable factors. Since you are guaranteed no specific amount when your employment ends your benefit is not covered by the plan termination insurance of the PBGC.

ERISA (Employee Retirement Income Security Act of 1974)

Plan Sponsor

The sponsor of the Siemens Savings Plan is:

Siemens Corporation
200 Wood Avenue South
Iselin, NJ 08830
1-800-392-7495

Employer Identification Number

The employer identification number (EIN) assigned by the Internal Revenue Service (IRS) to Siemens is **13-2623356**.

Plan Administrator

The Administrative Committee of the Plan is responsible for the administration, interpretation and compliance requirements pertaining to the Siemens Savings Plan. This includes reviewing claims for benefits under the Plan and deciding appeals on denied benefit claims.

The Investment Committee is responsible for selecting the various investment fund managers that manage the investment alternatives available under the Plan and for monitoring the investment performance of such managers. The Investment Committee is also responsible for selecting and monitoring the Plan Trustee.

All expenses related to the administration of the Siemens Savings Plan and the trust fund of the Plan, are paid from the trust fund for the Plan, unless they are paid by the Company. The Administrative Committee and the Investment Committee jointly approve all payments of administrative expenses from the trust fund of the Plan. The address and telephone number for the Administrative and Investment Committees are as follows:

Administrative Committee
c/o Benefits Department
200 Wood Avenue South
Iselin, NJ 08830
Telephone: 1-800-392-7495

Investment Committee
c/o Pension Fund Management Department
Siemens Capital Company LLC
200 Wood Avenue South
Iselin, NJ 08830
Attn: Vice President, Pension Fund Management
Telephone: 1-800-392-7495

Claim Denial and Appeal

If you believe you are entitled to a benefit and have not been notified that one is payable, or if you disagree with the amount of the benefit that is payable, you may file a written claim with the Administrative Committee. [Contact the SBSC](#) for instructions on how to file a claim.

A decision on a claim that does not involve a Disability determination will be given to you or your beneficiary as soon as possible, but no later than 90 days after a claim is filed, or 180 days in special cases. If a decision on a claim cannot be made within 90 days, you will be notified in writing before the end of this 90-day period of the special circumstances that require an extended period of consideration of your claim, and the approximate date by which a decision is to be made on your claim. A decision on a Disability claim will be given to you or your beneficiary as soon as possible, but no later than 45 days after a claim is filed unless an extension applies. This time period may be extended for up to 30 days if the Administrative Committee determines such extension is necessary due to matters beyond the control of the Plan and notifies you in writing before the end of this 45-day period of the special circumstances that require an extended period and the approximate date by which a decision is to be made on your claim. In addition, the Administrative Committee may extend the determination period for an additional 30-day period if a decision cannot be made due to matters beyond the control of the Plan and you are notified in writing before the end of this 30-day extension period of the special circumstances that require an extended period and the approximate date by which a decision is to be made on your claim. Also, Disability claim extension notice(s) shall include the standards on which entitlement is based, the unresolved issues that prevent a decision on the claim, and the additional information needed to resolve the issues and provide you with 45 days to provide such specific information.

If a claim is denied in part or in whole, you, your dependent, or your beneficiary will receive written notification from the Administrative Committee. The notification will explain why, and on which Plan provisions the claim has been denied and how to file an appeal. An appeal on claim decisions under the Plan is made to the Administrative Committee. The appeal must be made within 60 days (or 180 days for Disability claims) after a denial, by writing to the Administrative Committee. You or your beneficiary may also name a representative to handle your appeal.

You or your beneficiary will be told if any additional information is needed to make a claim acceptable, and why such information is necessary. You or your beneficiary may examine all materials related to a claim, such as a Plan's official document. Copies of any materials or records that support the claim should be sent with the appeal. In addition, for Disability claims, you will be provided, free of charge, with any new or additional evidence considered, relied upon, or generated by the Plan and new or additional rationale.

A decision on an appeal will be made within 60 days (or 45 days for Disability claims) of the date it is received. However, special cases can require 120 days (or 90 days for Disability claims). If a decision on an appeal cannot be made within 60 days (or 45 days for Disability claims), you will receive a notice of the special circumstances that require an extension before the end of the 60-day period (45-day period for Disability claims) and the approximate date by which a decision is to be made on your appeal. The Administrative Committee has full and exclusive authority to interpret all Plan provisions, to determine eligibility for benefits, and to construe the terms of the Plan. Interpretation or determination made pursuant to such discretionary authority will be given full force and effect unless it can be shown that the interpretation or determination was arbitrary and capricious. The Administrative Committee's decision on an appeal is final.

If you or your beneficiary has filed a claim for benefits which has been denied on appeal, and you or your beneficiary believes the claim is improperly denied, you may bring legal action in a court of law. You must exhaust all claim and appeal procedures described above before seeking relief in a court of law.

Legal Service

The Administrative Committee is the agent for service of legal process under the Plan. Legal process may also be served on the Plan Sponsor or on the Trustee of the Plan.

Administrative Information

Plan Name	Plan Number	Plan Type	Plan Funding	Trustee
Siemens Savings Plan	002	401(k) Defined Contribution Retirement	Employee and Company Contributions	J.P. Morgan Chase Bank, N.A. 1 Chase Manhattan Plaza, Floor 19 New York, NY 10005 – 1401

The Trust for the Siemens Savings Plan is part of the Master Trust for the Siemens Savings Plans.

Your Rights Under ERISA (Employee Retirement Income Security Act of 1974)

The Siemens Savings Plan is covered by ERISA. The law does not require employers to provide benefits. However, it does set standards for any benefits an employer wishes to offer, and it requires that you be given an opportunity to learn what those benefits are and your rights to them under the law. As a participant in this Plan, you are entitled to certain rights and protections under ERISA.

ERISA provides all Plan participants shall be entitled to:

RECEIVE INFORMATION ABOUT YOUR PLAN AND BENEFITS

- examine, without charge, at your participating company's or Plan Administrator's office, all Plan documents governing the Plan, including collective bargaining agreements, trust agreements, insurance contracts and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the US Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- obtain, upon written request to the Plan Administrator, the Administrative Committee, copies of all plan documents governing the operation of the Plan, including collective bargaining agreements, trust agreements, insurance contracts and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The administrator may make a reasonable charge for the copies.
- receive a summary of the Plan's annual financial report. Siemens or the Administrative Committee is required by law to furnish each participant with a copy of the summary annual report.

PRUDENT ACTIONS BY PLAN FIDUCIARIES

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

ENFORCE YOUR RIGHTS

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

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the plan or other materials from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require Siemens or the Administrative Committee 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 Siemens or the Administrative Committee.

If you have a claim for benefits which is denied or ignored, in whole or in part, 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 qualified domestic relations order, you may file suit in a federal court. If Plan fiduciaries misuse the Plan’s money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, if for example, it finds your claim is frivolous.

ASSISTANCE WITH YOUR QUESTIONS

If you have any questions about the Plan, you should contact Siemens or the Administrative Committee. If you have any questions about this statement or about your rights under ERISA or if you need assistance obtaining documents from Siemens or the Administrative Committee, you should contact the nearest Area Office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory, or the:

Division of Technical Assistance and Inquiries
Employee Benefits Security Administration
U.S. Department of Labor
200 Constitution Avenue N.W.
Washington, D.C. 20210

You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration at **1-866-444-3272**.

Appendix A

Companies and Union Bargaining Units that Provide for Participation in the Plan as of December 31, 2021

I. Participating Companies:

Note: Not all business units, employee groups or pay classifications of these companies are eligible to participate in the Plan.

- Siemens Capital Company LLC
- Siemens Corporation
- Siemens Financial Services, Inc.
- Siemens Government Technologies, Inc.
- Siemens Industry, Inc. (excluding the non-union mechanics at the Spartanburg facility of the Building Technologies Division)
- Siemens Industry Software Inc.
- eMeter
- Siemens Logistics LLC
- Siemens Mobility Inc.
- Siemens Public, Inc.
- Building Robotics Inc.
- J2 Innovations, Inc.
- Next 47, Inc.
- Siemens Advanta Solutions Corp.
- Yunex LLC

II. Union Bargaining Units whose agreements provide for participation in the Plan:

Company	Union Bargaining Unit	Location
Siemens Industry, Inc.	International Union of Electronics, Electrical, Salaried, Machine and Furniture Workers, IUE-CWA, Local 765	Norwood, Ohio
	International Brotherhood of Electrical Workers AFL-CIO, Local 1710	La Mirada, California
	International Brotherhood of Electrical Workers AFL-CIO, Local 124	Kansas City, Missouri
	International Brotherhood of Electrical Workers, Local 220	Dallas/Grand Prairie, Texas
	International Brotherhood of Electrical Workers, Local 1710	Pomona, California
Yunex LLC	International Brotherhood of Electrical Workers, Local 47 – Portion subject to the California Statewide Traffic Signal and Street Light Service Agreement	California

	International Brotherhood of Electrical Workers, Local 1245 – Portion subject to the California Statewide Traffic Signal and Street Light Service Agreement	California
Siemens Mobility, Inc.	Brotherhood of Railroad Signalmen Local 234	Louisville, KY
Siemens Logistics, Inc.	International Union of Operating Engineers (IUOE), Stationary Engineers, Local 39 AFL-CIO	San Francisco, CA

Appendix B

Company Contributions and Service-Based Company Contributions For Certain Nonunion Employees

I. Matching Contributions for Employees who are Plan Participants

Except as specifically indicated below, each participating company matches 100% of your “Basic Contributions” each pay period. “Basic Contributions” for purposes of this Appendix B are the first 2% to 6% of your pay that you contribute, regardless of whether you save on a before-tax, Roth 401(k) or after-tax basis, or a combination of these.

- Siemens Industry Software Inc. and any of its subsidiaries that are participating employers:
 - For employees hired or rehired (including transfers from another participation Employer) on or after January 1, 2019, the match is 50% of your “Basic Contributions” each pay period.
 - For employees who were participating on December 31, 2018, the match is 100% of your “Basic Contributions” each pay period as long as the employee remains continuously employed by Siemens Product Lifecycle Management Software Inc. or any of its subsidiaries
- Building Robotics, Inc. the match is 50% of your “Basic Contributions” each pay period

II. Service-Based Company Contributions

The charts below provide details on the SBCC for certain Participants who participated in the Siemens Pension Plan. The SBCC that applies to you will be based on your date of employment, your employer, and the level of pension and savings plan benefits that your employer offered as of December 31, 2010, under the Siemens Pension Plan and Siemens Savings Plan. This Appendix also describes the SBCC that applies to certain former Dade Behring (see Section 6). [Visit the Plan website or call the SBSC](#) to determine your savings and pension plan levels or other information relating to the determination of your SBCC.

To be eligible for the Siemens SBCC you must have been eligible to receive an SBCC as of July 31, 2015, under the Siemens Savings Plan or you must have become eligible for this Plan effective January 1, 2019 as an employee of Siemens Advanta Solutions Corp. and have been eligible for an SBCC immediately prior to the date your employment was transferred to Siemens Advanta Solutions Corp. (previously Omnetric Corp.). The level of the SBCC that applies to you will be based on your SBCC contribution level in effect as of July 31, 2015 (or in the case of an employee of Siemens Advanta Solutions Corp., the contribution level that would be in effect if such Member had not transferred to Omnetric Corp.), and will not be affected by your subsequent transfer to Siemens Corporation or an affiliated company that elects to participate in the Plan unless you transfer to Siemens Industry Software Inc. or any of its subsidiaries (each, an “SISW Company”), in which case you will not be eligible for any amount of an SBCC during the period of such employment. If you subsequently transfer back to Siemens Corporation or an affiliated company that elects to participate in the Plan that is not an SISW Company without an intervening termination of Siemens employment, you will again become eligible for an SBCC at the contribution Level

in effect for you on July 31, 2015. In addition, any Years of Vesting Service which you have will be considered in determining your SBCC as a percent of Compensation. However, you will not receive a SBCC under this Plan for any period during which you receive an SBCC under another savings plan sponsored by Siemens or an affiliated company.

if you are eligible for an SBCC and transfer to union employee status with a bargaining unit that does not provide for an SBCC in Appendix B1, you will not be eligible for a SBCC during the period that you are a union employee.

Compensation for purposes of calculating the SBCC includes your regular salary or wages, including your before-tax contributions, bonuses (other than retention, stay, sign-on, special or long-term incentive bonuses), overtime, shift differentials, and commissions you receive while employed by the Company. Pay for purposes of the Plan does not include gain sharing, profit sharing, severance pay, amounts deferred under any deferred compensation plan or other deferred savings plan, employer premiums paid for group insurance coverages, expense allowances, accrued pay in lieu of Paid Time Off, vacation, or similar payments. You will receive an SBCC calculated on eligible compensation paid prior to your termination date regardless of when that compensation was earned. No pay issued after termination is considered in the SBCC calculation.

If you are eligible for the SBCC, it will be made to your Plan account even if you are not making any contributions to the Plan. The SBCC for each calendar year will be credited to your account by March 31 of the following year.

If you terminate employment from the Company and all affiliated companies, you will no longer be eligible for the SBCC if you later return to employment with an affiliated company.

(1) Participants covered under the Cash Balance Formula with Contribution Level S200 under the Siemens Pension Plan, with a matching formula of 50% under the Siemens Savings Plan as of December 31, 2010

Years of Vesting Service	SBCC as a Percent of Compensation
0–4	0%
5–9	0%
10–14	0%
15–19	1%
20–24	2%
25–29	3%
30+	4.5%

- (2) Participants covered under the Cash Balance Formula with Contribution Level S200 under the Siemens Pension Plan, with a matching formula of 75% under the Siemens Savings Plan as of December 31, 2010.

Years of Vesting Service	SBCC as a Percent of Compensation
0–4	0.5%
5–9	1%
10–14	1.5%
15–19	2.5%
20–24	3.5%
25–29	4.5%
30+	6%

- (3) Participants covered under the Cash Balance Formula with Contribution Level S300 under the Siemens Pension Plan, with a matching formula of 50% under the Siemens Savings Plan as of December 31, 2010.

Years of Vesting Service	SBCC as a Percent of Compensation
0–4	0%
5–9	0.75%
10–14	1.5%
15–19	3%
20–24	4.5%
25–29	6%
30+	8.25%

- (4) Participants covered under the Cash Balance Formula with Contribution Level S300 under the Siemens Pension Plan, with a matching formula of 75% under the Siemens Savings Plan as of December 31, 2010.

Years of Vesting Service	SBCC as a Percent of Compensation
0–4	1.5%
5–9	2.25%
10–14	3%
15–19	4.5%
20–24	6%
25–29	7.5%
30+	9.75%

- (5) **Participants covered under the Cash Balance Formula with Contribution Level \$400 under the Siemens Pension Plan, with a matching formula of 50% under the Siemens Savings Plan as of December 31, 2010.**

Years of Vesting Service	SBCC as a Percent of Compensation
0–4	1%
5–9	2%
10–14	3%
15–19	5%
20–24	7%
25–29	9%
30+	12%

(6) Former employees of Dade Behring who were covered under the Dade Behring Cash Balance formula on December 31, 2010 – the “Dade Contribution Level S400 Benefit”.

“Deemed years of service” plus Years of Vesting Service after 2014	SBCC as a Percent of Compensation
0–4	1%
5–9	2%
10–14	3%
15–19	5%
20–24	7%
25–29	9%
30+	12%

The Dade Contribution Level S400 Benefit applies to you if you are a former Dade Behring Employee and prior to January 1, 2015, you were eligible for the Special Dade Legacy Retirement Benefit under the Plan as a result of your status as a covered participant under the cash balance formula of the former Siemens HealthCare Diagnostics Inc. Cash Balance Plan as of December 31, 2010. Effective January 1, 2015, the Special Dade Legacy Retirement Benefit was eliminated and was replaced by the schedule shown above. Effective January 1, 2015, for determining your contribution for the Dade Contribution Level S400 Benefit as of January 1, 2015, you were given “deemed years of service” that provided an SBCC percent that was closest to, but not greater than, your contribution percent determined as of December 31, 2014, for the Dade Legacy Retirement Benefit. [Years of vesting service](#) after 2014 are added to your “deemed years of service” to determine your contribution percent for years beginning after December 31, 2014. In determining your “deemed years of service,” you were assigned the lowest number of years of vesting service within the applicable row (for example, if your accrual percentage on December 31, 2014, under the Dade Behring Cash Balance formula was 5%, you were given 15 “deemed years of service”).

If you were eligible for the Dade Behring Contribution Level S400 Benefit on July 31, 2015, you will continue to be eligible to receive this contribution as long as you continue to be employed by Siemens Corporation or an affiliated company that elects to participate in the Plan, except if you transfer to Siemens Industry Software, Inc. or any of its subsidiaries (each, an “SISW Company”) you will not be eligible for a Dade Behring Contribution Level S400 Benefit during the period of such employment. If you subsequently transfer back to Siemens Corporation or an affiliated company that elects to participate in the Plan that is not an SISW

Company without an intervening termination of Siemens employment, you will again become eligible for the Dade Behring Contribution Level S400 Benefit in effect for you on July 31, 2015. In addition, any Years of Vesting Service which you have will be taken into account in determining your percent of Compensation.

- (7) Participants who were covered under the Final Average Pay formula of the Siemens Pension Plan, as of December 31, 2010, and Participants who, as of December 31, 2010, were Covered Under the Average Monthly Compensation formula of the former Siemens Furnas Controls Restated Employees' Pension Plan (which had been merged into the Siemens Pension Plan)**

Years of Vesting Service	SBCC as a Percent of Compensation
0–4	1%
5–9	2%
10–14	3%
15–19	5%
20–24	7%
25–29	9%
30+	12%

Appendix C

Company Contributions and Service-Based Company Contributions For Certain Union Employees

Company Contributions

The company may provide you with a Basic Company Contribution, a matching contribution, or a service-based company contribution, in accordance with the terms of the collective bargaining agreement.

Basic Company Contributions:

Basic company contributions are credited to your account whether or not you contribute to the Plan.

Matching Company Contributions:

The Company adds a percentage of every dollar you save that are “Basic Contributions”. Basic Contributions are defined below for your union. Basic Contributions include your tax-deferred (before-tax), Roth 401(k), and after-tax contributions up to the limit specified below for your union.

A matching company contribution means your Basic Contributions automatically grow by a certain percentage.

For example, assume:

- your annual pay is \$40,000
- you contribute Basic Contributions of 6% (\$2,400) to the Plan.

If the Company matching contribution is \$.25, \$600 is automatically added to your account. This would bring your total Plan savings for the year to \$3,000.

Service Based Company Contribution (SBCC):

The eligibility for each union to which the SBCC applies is defined below. If the SBCC applies to your union and you are eligible for the SBCC, it will be made to your Plan account even if you are not making any contributions to the Plan. If eligible, you will continue to be eligible for the SBCC as long as you continue to be employed by the same Employer and represented by the same collective bargaining unit. This determination is made for each pay period during the Plan Year.

If eligible, the SBCC for each calendar year will be credited to your account by March 31 of the following year, whether or not you are employed in an eligible employment status or by an affiliated company at that time.

If you terminate employment from all affiliated companies, your eligibility for the SBCC ceases, even if you are rehired.

Compensation for purposes of calculating the SBCC includes your regular salary or wages, including your before-tax contributions, bonuses (other than retention, stay, sign-on, special or long-term incentive bonuses), overtime, shift differentials, and commissions you receive

while employed by the Company. Pay for purposes of the Plan does not include gain sharing, profit sharing, severance pay, amounts deferred under any deferred compensation plan or other deferred savings plan, employer premiums paid for group insurance coverages, expense allowances, accrued pay in lieu of Paid Time Off, vacation, or similar payments. You will receive an SBCC calculated on eligible compensation paid prior to your termination date regardless of when that compensation was earned. No pay issued after termination is considered in the SBCC calculation.

Company Contributions for Each Union Are as Follows:

SIEMENS INDUSTRY, INC.

International Union of Electronics, Electrical, Salaried, Machine and Furniture Workers, IUE-CWA, Local 765 – Norwood, Ohio

\$0.50 for every dollar of your Basic Contribution that you save up to the first 6% of your pay
 Plus
 Basic Company Contributions equal to 1% of your pay.

International Brotherhood of Electrical Workers AFL-CIO, Local 1710 – La Mirada, California

Effective January 1, 2018, \$1.00 for every dollar of your Basic Contribution that you save up to first 6% of your pay.

International Brotherhood of Electrical Workers AFL-CIO, Local 124 – Kansas City, Missouri

\$1.00 for every dollar of your Basic Contribution you save up to the first 6% of your pay.
 Plus
 Effective January 1, 2012, if you were hired before April 1, 2006, and participating in the Siemens Pension Plan for Union Employees on or before April 1, 2006 you are eligible for the SBCC based on the table below:

Years of Vesting Service	Siemens SBCC as a Percent of Compensation
0–4	1%
5–9	2%
10–14	3%

15–19	5%
20–24	7%
25–29	9%
30+	12%

International Brotherhood of Electrical Workers, Local 220 – Dallas/Grand Prairie, Texas

If you were hired before May 1, 2006 - \$.50 for every dollar of your Basic Contribution that you save up to the first 6% of your pay.

If you were hired on or after May 1, 2006 - \$1.00 for every dollar of your Basic Contribution that you save up to the first 6% of your pay.

International Brotherhood of Electrical Workers, Local 1710 – Pomona, California

\$.50 for every dollar of your Basic Contribution that you save up to first 6% of your pay
 Plus
 Basic Company Contributions equal to 2% of your pay.

YUNEX LLC

International Brotherhood of Electrical Workers, Local 47 – Portion subject to the California Statewide Traffic Signal and Street Light Service Agreement

Basic Company Contributions equal to 3% of your pay.

No matching Company Contributions.

International Brotherhood of Electrical Workers, Local 1245 – Portion subject to the California Statewide Traffic Signal and Street Light Service Agreement

Basic Company Contributions equal to 3% of your pay.

No matching Company Contributions.

SIEMENS MOBILITY, INC

Brotherhood of Railroad Signalmen Local 234

\$1.00 for every dollar of your Basic Contribution that you save up to the first 6% of your pay

SIEMENS LOGISTICS, INC.

**International Union of Operating Engineers (IUOE), Stationary Engineers, Local
39 AFL-CIO**

\$1.00 for every dollar of your Basic Contribution you save up to the first 6% of your pay

Appendix D

Mergers & Acquisitions

From time to time, as the result of a merger or acquisition, employees of an entity that the Company or an affiliate acquired may have had an account balance in a defined contribution plan of that entity that has been transferred into the Siemens Savings Plan. If you had an account balance in a plan of a company that was acquired by the Company or an affiliate, and your former plan account was transferred into this Plan, some of the provisions in this Summary Plan Description may not apply to the accounts transferred from your former plan. For example, you may have greater withdrawal rights with respect to the portion of your account that represents the account balance that was transferred to the Plan. A listing of merged plans as of the date of this SPD is provided below. If you believe you are impacted as the result of a merger or acquisition, [visit the Plan website or call the SBSC](#) for information about any special provisions that may apply to your former plan's account.

Plans that have been merged into, or from which account balances were transferred to, the Siemens Savings Plan:

1. Transfer for Employees of ROLM Systems from the IBM Tax Deferred Savings Plan
2. Tel-Plus Communications, Inc. Employee Retirement Savings Plan
3. Transfer from the Burdick Corporation Plans
4. Tel Plus of Puerto Rico
5. Transfer for Employees of Siemens Stromberg-Carlson from the Stromberg Carlson Corporation 401(k) Savings Plan
6. Quantum Medical Systems, Inc. 401(k) Savings Plan
7. Siemens Stromberg Carlson Savings Plan (Union Employees)
8. Transfer for Employees of Cardion, Inc. from the Ferranti International, Inc. Savings Plan
9. Transfer for certain employees of Siemens Industrial Automation, Inc. from the TI Employees Universal Profit Sharing Plan and TI Employees Profit Sharing Trust
10. Transfer from the Tel Plus Communications Employee Retirement Savings Plan for Certain Members of Collective Bargaining Units
11. Siemens Power Corporation Savings Plan
12. Siemens Audio, Inc. 401(k) Plan
13. Siemens Energy & Automation Inc. Savings Plan
14. Siemens-Furnas Electric Company Controls Retirement Savings Plan
15. Process Systems Inc. Salary Reduction Profit- Sharing Plan
16. Siemens Automotive Savings Plan
17. Electrocom Automation LP Savings and Investment Plan
18. Transfer for certain employees of Siemens Westinghouse from the Westinghouse Savings Program
19. NSW Corporation Investment Plan
20. Siemens Energy & Automation, Inc. Savings Plan for Employees of Automatic Eagle Signal
21. Siemens Pyramid 401(k) Plan

22. Cerberus Pyrotronics, Inc. Retirement Savings Plan
23. Transfer for certain employees of the Electrical Machine Control Products and Solutions Business of Vickers Electronic Systems Division from the Aeroquip-Vickers Savings and Profit Sharing Plan
24. Transfer for former employees of Motorola Inc. from the Motorola Profit Sharing and Investment Plan
25. Moore Products Company Retirement Savings Plan
26. SMS Retirement Savings Plan
27. Entex 401(k) Retirement Savings Plan
28. Ellenco, LLC Savings Plan and Cerel, LLC Savings Plan
29. Jencourt, Inc. Employees' 401(k) Plan and Trust
30. FrankenData, Inc. 401(k) Profit-Sharing Plan
31. Cube Technology, Inc. Profit Sharing Plan and Trust
32. Milltronics, Inc. US Retirement Savings Plan
33. Acuson 401(k) Retirement Savings Plan
34. Security Technologies Group, Inc. 401(k) Retirement Savings
35. Efficient Networks, Inc. 401(k) Plan
36. VDO Employees Savings Plan
37. Demag Delaval Turbomachinery, Corp. 401(k) Savings Plan
38. Siemens Savings Plan for Hourly Employees
39. Castle Networks Inc. 401(k) Retirement Plan
40. Compex USA Inc. 401(k) Retirement Plan
41. Siemens Power Corp. Savings and Retirement Plan for UAW/IBEW Represented Employees
42. Gardner Transportation Systems Business Unit 401(K) Plan
43. Faraday LLC Retirement Savings Plan
44. Faraday LLC Union Employees 401(k) Plan
45. Mannesmann Group Deferred Pay Savings Plan
46. Siemens Savings Plan for Employees of Siemens Building Technologies, Inc.
47. Transfer for certain Dallas Turbine Employees from the Sequa 401(k) Plan
48. Turbomachinery, Inc. 401(k) Savings Plan
49. Landis & Gyr, Inc. Savings & Profit Sharing Plan
50. Siemens Dematic Corporation Rapistan Material Handling Automation Division Salaried Employee Investment Plan
51. Transfer from the United States Filter Corporation Retirement Savings Plan
52. Sensant Corp. 401(k) Profit Sharing Plan & Trust
53. Myrio Corporation 401(k) Plan
54. Transfer from the Aquilex Corporation 401(k) Plan
55. Monosep Corporation 401(k) Profit Sharing Plan and Trust
56. Siemens Medical Solutions Molecular Imaging 401(k) Profit Sharing Plan
57. Transfer from the Altivia Corporation 401(k) Plan
58. Jet Turbine Service, Inc. 401(k) Profit Sharing Plan
59. Network Telesystems Inc. 401(K) Plan
60. IndX Software 401(k) Plan
61. Transfer from the Bayer Corporation Savings and Retirement Plan

62. Berwanger, Inc. 401(k) Retirement Savings Plan
63. Transfer from the VA Tech America Corporation 401(k) Retirement Plan
64. Vistascape Security Systems Corp. 401(k) Plan
65. Bridges Electric Inc. Profit Sharing Plan
66. Flender Corporation 401(k) Retirement Plan
67. Winergy Drive Systems Corporation 401(k) Plan
68. Envirotrol, Inc. 401(k) Profit Sharing Plan
69. UGS 401(k) Savings Plan
70. Turblex, Inc. 401(k) Savings and Retirement Plan
71. Electone, Inc. 401(k) Profit Sharing Plan
72. S/D Engineers, Inc. 401(k) Plan
73. Shape Technology, Inc. 401(k) Profit Sharing Plan
74. MAC Systems, Inc 401(k) Plan
75. Siemens Healthcare Diagnostics Savings Investment Plan
76. Diagnostics Products Corporation Retirement Plan
77. Siemens Hearing Instruments-Memsi 401(k) Plan
78. Siemens Hearing Instruments-Rexton 401(k) Plan
79. Morgan Construction Company Employees' Profit Sharing Plan
80. Comos Industry Solutions, Inc. 401(k) Profit Sharing Plan and Trust
81. Steel Related Technology New, LLC 401(k) Plan
82. Industrial Process Machinery
83. Site Controls, LLC 401(k) Plan
84. Transfer of non-union portion of the Republic Intelligent Transportation Services, Inc. 401(k) Profit Sharing Plan
85. Bennex SUBSEA Houston Inc. 401(k) Profit Sharing Plan and Trust
86. Vistagy, Inc. Retirement Trust
87. Transfer for former employees of Cambridge Water Technology, Inc. from the Insperity 401(k) Plan
88. eMeter Corporation 401(k) Retirement Plan
89. FCE, LLC 401(k) Profit Sharing Plan
90. Ruggedcom 401(k) Plan
91. LMS North America, Inc. 401(k) Retirement Savings Plan
92. Camstar Systems 401(k) Plan
93. NEM USA 401(k) Plan
94. IBS America 401(k) Profit Sharing Plan
95. Adapco 401(k) and CD-adapco New Hampshire CO., Ltd. 401(k) Plan
96. Conworx Data Solutions America 401(k) Plan
97. Polarion Software, Inc. 401(k) Plan
98. Tass International Employees' 401(k) Profit Sharing Plan
99. Dresser-Rand Company Retirement Savings Plan and Dresser Rand Company Retirement 401(k) Plan (non-union employees)
100. Enlighted, Inc. 401(k) Plan
101. Mendix, Inc. 401(k) Plan
102. KACO New Energy, Inc. 401(k) Plan
103. Russelectric Inc. 401(k) Plan

- 104. Mentor Graphics Individual Deferred Tax and Savings Plan
- 105. Omnetric Corp. 401(k) Plan
- 106. Transfer from Trinet 401(k) Plan of accounts for employees of Avatar Integrated Systems, Inc.
- 107. Siemens Savings Plan for Union Employees