Summary Plan Description

Genuine Parts Company

401(k) Savings Plan

Effective January 1, 2019
## GPC 401(k) Savings Plan

<table>
<thead>
<tr>
<th>Find It Fast</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Important Notice</td>
<td>3</td>
</tr>
<tr>
<td>Highlights</td>
<td>4</td>
</tr>
<tr>
<td>Eligibility</td>
<td>4</td>
</tr>
<tr>
<td>Participating in the Plan</td>
<td>5</td>
</tr>
<tr>
<td>Automatic Enrollment</td>
<td>5</td>
</tr>
<tr>
<td>Naming a Beneficiary</td>
<td>7</td>
</tr>
<tr>
<td>How Much You Can Contribute</td>
<td>7</td>
</tr>
<tr>
<td>IRS Limitations</td>
<td>8</td>
</tr>
<tr>
<td>Tax Savings Example</td>
<td>8</td>
</tr>
<tr>
<td>Catch-Up Contributions</td>
<td>9</td>
</tr>
<tr>
<td>The Company Match</td>
<td>9</td>
</tr>
<tr>
<td>Vesting</td>
<td>10</td>
</tr>
<tr>
<td>Vesting Service</td>
<td>10</td>
</tr>
<tr>
<td>Forfeitures</td>
<td>11</td>
</tr>
<tr>
<td>Growing Your Savings</td>
<td>11</td>
</tr>
<tr>
<td>About Your Investment Options</td>
<td>11</td>
</tr>
<tr>
<td>Core Funds</td>
<td>12</td>
</tr>
<tr>
<td>Vanguard Target Retirement Funds</td>
<td>15</td>
</tr>
<tr>
<td>Investment Fund Trading Restrictions</td>
<td>15</td>
</tr>
<tr>
<td>Your Investment Responsibilities</td>
<td>16</td>
</tr>
<tr>
<td>Changing or Stopping Your Contributions</td>
<td>17</td>
</tr>
<tr>
<td>Account Information</td>
<td>17</td>
</tr>
<tr>
<td>Withdrawals</td>
<td>18</td>
</tr>
<tr>
<td>Loans from Your Account</td>
<td>20</td>
</tr>
<tr>
<td>Requesting a Loan</td>
<td>20</td>
</tr>
<tr>
<td>Loan Repayment Options</td>
<td>20</td>
</tr>
<tr>
<td>Failure to Make Scheduled Loan Payments</td>
<td>21</td>
</tr>
<tr>
<td>If You Leave the Company</td>
<td>21</td>
</tr>
<tr>
<td>Loan Information</td>
<td>21</td>
</tr>
<tr>
<td>Normal Retirement Age</td>
<td>21</td>
</tr>
<tr>
<td>Account Distributions and Rollovers</td>
<td>21</td>
</tr>
<tr>
<td>How to Request a Distribution or Rollover</td>
<td>22</td>
</tr>
<tr>
<td>Delaying Your Payout</td>
<td>22</td>
</tr>
<tr>
<td>Automatic Cashouts and Automatic Rollovers</td>
<td>23</td>
</tr>
<tr>
<td>Re-employment</td>
<td>23</td>
</tr>
<tr>
<td>Filing a Claim for Benefits</td>
<td>24</td>
</tr>
<tr>
<td>Formal Appeals</td>
<td>24</td>
</tr>
<tr>
<td>Other Things You Should Know</td>
<td>25</td>
</tr>
<tr>
<td>Plan Fees</td>
<td>25</td>
</tr>
<tr>
<td>Termination or Amendment of the Plan</td>
<td>25</td>
</tr>
</tbody>
</table>
Important Notice

The Genuine Parts Company (GPC) 401(k) Savings Plan applies to all employees employed by GPC and participating GPC companies who meet the various eligibility requirements set forth in this Summary Plan Description.

The Genuine Partnership Plan merged into the GPC 401(k) Savings Plan as of January 1, 2014. If you were a participant of the Genuine Partnership Plan as of December 31, 2013, you automatically became eligible to participate in the GPC 401(k) Savings Plan as of January 1, 2014.

If you have questions, please contact the GPC Retirement Plan Services toll free line at 866-415-3395.
Highlights

This Summary Plan Description ("SPD") explains the exciting savings opportunity offered through the GPC 401(k) Savings Plan, a voluntary 401(k) savings plan. The plan makes saving for your future easy and convenient by providing you with:

- A 100% matching contribution from GPC on the first 5% of your compensation that you contribute to your GPC 401(k) Savings Plan account,
- Convenient payroll deductions,
- The opportunity to contribute up to 50% of your compensation on a tax deferred basis — up to the maximum annual deferral allowed by the Internal Revenue Service (IRS),
- The opportunity to contribute additional amounts above the maximum IRS limit if you are over age 50, and
- A diverse mix of investment options.

Because the GPC 401(k) Savings Plan is a tax-qualified 401(k) plan, you defer paying federal income taxes and, in most states, state income taxes on your before-tax contributions and employer matching contributions, as well as any investment returns generated by your account.

While you cannot avoid taxes altogether, you can delay payment. With the GPC 401(k) Savings Plan, you are not taxed on your before-tax savings and employer contributions until you actually receive money from your account. This feature makes the plan a valuable investment opportunity that is hard to match through other retirement-oriented savings programs. (See section entitled “How Much You Can Contribute” for additional general information on taxes).

Effective January 1, 2014, the Genuine Partnership Plan was merged into the GPC 401(k) Savings Plan. As of that date, all participants and assets were consolidated under the GPC 401(k) Savings Plan.

Eligibility

The GPC 401(k) Savings Plan is designed to assist eligible employees of participating GPC companies and their beneficiaries in preparing for retirement. If you are an employee, this plan will not provide benefits or allow you to make contributions during the time in which you are classified as an ineligible employee. If you are later reclassified and become eligible to participate in this plan, you will become a participant after you meet the eligibility requirements.

In general, all employees (not otherwise described in this SPD) of an employer that has adopted the plan are “eligible employees” — meaning they are eligible to participate in the plan after satisfying the eligibility requirements described in this SPD. See page three of this SPD for an Important Notice regarding eligibility to participate in this Plan.
For purposes of this SPD, the term “employer” means Genuine Parts Company and any affiliated sponsor that has adopted the plan. If you have any questions about whether your employer has adopted the GPC 401(k) Savings Plan on behalf of all or any portion of its eligible employees, please contact the GPC Retirement Plan Services toll free line at 866-415-3395.

Nonresident aliens who do not earn income in the United States, individuals classified by GPC as independent contractors (even if such classification is later determined to be incorrect), or leased employees are not eligible to participate in this plan.

A “leased employee” is someone who, based on an agreement with the employer and any other person (leasing organization), has performed services for the employer on a substantially full-time basis for a period of at least one year, and such services are performed under the primary direction or control of the employer.

Employees covered by union contracts are only eligible if the contract provides for participation in the GPC 401(k) Savings Plan. Puerto Rico employees are also not eligible to participate in the GPC 401(k) Savings Plan.

Special eligibility rules will affect those employees absent from their jobs due to illness, injury or approved leave of absence (including leave for the purpose of military service). Please contact your Human Resources Department or the GPC Employee Service Center prior to beginning your absence (or as soon after as possible) to determine how your absence may impact your employee benefits.

If you become employed as a result of an acquisition, the Pension and Benefits Committee (the “Committee”) will determine whether and to what extent your employment with your prior employer will count toward meeting the plan’s eligibility requirements set forth in this SPD. In addition, special initial entry dates may apply for acquired groups. For further information, please contact the GPC Retirement Plan Services toll free line at 866-415-3395.

**Participating in the Plan**

Participation in the GPC 401(k) Savings Plan begins on the 61st day of your continuous employment and attainment of age 18. However, if you are a rehired employee and were previously eligible to participate in the Genuine Partnership Plan or GPC 401(k) Savings Plan, you are immediately eligible to participate in the GPC 401(k) Savings Plan on your date of rehire. All participants of the Genuine Partnership Plan as of December 31, 2013 were immediately eligible to participate in the GPC 401(k) Savings Plan as of January 1, 2014.

**Automatic Enrollment**

If you are eligible to participate in the GPC 401(k) Savings Plan for the first time, you will be automatically enrolled in the GPC 401(k) Savings Plan once you are eligible to participate, unless prior to that date you either opt out of participation or affirmatively elect to contribute to the Plan. You will receive a Notice of Automatic Enrollment as soon as reasonably possible.
after your date of hire or date you become an eligible employee (if later). The Notice of Automatic Enrollment requests that you make contribution rate, investment fund, and beneficiary elections, or opt out of the GPC 401(k) Savings Plan if you do not wish to participate.

If you are a rehired or acquired employee and are immediately eligible to participate in the GPC 401(k) Savings Plan, you will automatically be enrolled in the Plan by the third payroll period following your rehire date or acquisition date. In some cases, the automatic enrollment may be postponed to the fourth payroll period following your rehire date or acquisition date due to administrative processing and payroll cut off deadlines. In addition, the Notice of Automatic Enrollment will be mailed as soon as administratively possible following your rehire date or acquisition. You will have until the third payroll period following your rehire date or acquisition date to make an election to participate or opt out of participation before you are automatically enrolled.

If you participated in the Genuine Partnership Plan as of December 31, 2013, you were automatically enrolled in the GPC 401(k) Savings Plan on the first day of the third payroll period of 2014 (or fourth payroll period as explained above) unless prior to that date you either opted out of participation in the GPC 401(k) Savings Plan or you elected to contribute to the Plan.

If you do not opt out or do not choose a contribution rate, investment fund or beneficiary upon becoming eligible, you will be automatically enrolled with the following default elections:

<table>
<thead>
<tr>
<th><strong>Automatic Enrollment Defaults</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Contribution Rate</strong></td>
</tr>
<tr>
<td>3% of pre-tax compensation, increasing 1% annually beginning January 1 of the second year following the year in which your automatic enrollment began, up to 10% (e.g., if your automatic enrollment begins in 2019, your contribution rate will increase to 4% on January 1, 2021 and each January 1 thereafter up to 10% on January 1, 2027)</td>
</tr>
<tr>
<td><strong>Investment Fund</strong></td>
</tr>
<tr>
<td>Age-appropriate Vanguard Target Retirement Fund</td>
</tr>
<tr>
<td><strong>Beneficiary</strong></td>
</tr>
<tr>
<td>• Spouse, if married</td>
</tr>
<tr>
<td>• Surviving lineal descendants, if not married</td>
</tr>
<tr>
<td>• Your estate, if not married and have no surviving lineal descendants</td>
</tr>
</tbody>
</table>

To opt out of the plan or to change your elections, you must visit the online website, [www.gpcrestirementplanservices.com](http://www.gpcrestirementplanservices.com), or call the GPC Retirement Plan Services automated telephone system toll free at 866-415-3395. The site and the telephone system can be accessed 24 hours a day Monday through Saturday, and after 12 p.m. Central time on Sundays. You can also access the website through GPC Connect at [gpcconnect.com](http://gpcconnect.com).
Naming a Beneficiary

When you enroll in the GPC 401(k) Savings Plan, you must name a beneficiary — someone to receive your benefits from the plan in the event of your death. It is important that you keep your beneficiary designation updated because your account will be paid in full to your beneficiary should you die.

You may designate anyone as your beneficiary (individual, trust or estate). However, if you are married and name someone other than your spouse as your beneficiary, your spouse must first give written consent in the presence of a notary public.

If you are not married when you complete the beneficiary designation and later marry, the person who is your spouse on the date of your death will be your plan beneficiary, unless that person has agreed in writing to your designation of another beneficiary and this has been notarized. Effective as of June 26, 2013, your spouse is the person recognized as your "legally recognized spouse," determined under the laws of the state or country in which the marriage was celebrated or contracted. In other words, for purposes of the GPC 401(k) Savings Plan, the term “legally recognized spouse” will include the spouse of a same-sex married couple regardless of where the couple lives, as long as the couple was married in a state or country that legally recognizes same-sex marriage. Common law marriages (whether or not such common law marriages are recognized by applicable state law), domestic partnerships and civil unions are not legally recognized marriages for purposes of the GPC 401(k) Savings Plan.

You may indicate or change your beneficiary at any time by calling the GPC Retirement Plan Services toll free line at 866-415-3395 or by going online to www.gpcretirementplanservices.com. You can also access the website through GPC Connect at gpcconnect.com.

If you do not name a beneficiary, the plan document — not you — will determine who receives your vested benefits (a default beneficiary). A married participant’s default beneficiary is his or her spouse. An unmarried participant’s default beneficiary is his or her surviving descendants or, if there are no surviving descendants, his or her estate.

Your beneficiary must also have a valid federal tax identification number (e.g., a Social Security Number) so that distributions from the GPC 401(k) Savings Plan can be properly reported for tax purposes.

How Much You Can Contribute

You can contribute any whole percentage from 1% to 50% of your compensation to the plan on a before-tax basis — up to the annual maximum deferral allowed according to the IRS regulations ($19,000 in 2019). The IRS limit is adjusted periodically for increases in the cost of living.
Your contributions are deducted from your paycheck each pay period and credited to your GPC 401(k) Savings Plan account. Because you are making contributions on a before-tax basis, your current tax liability is reduced. Your before-tax contributions and the earnings generated by your GPC 401(k) Savings Plan account are not subject to federal income taxes while they remain invested in the plan. In some states, you may have to pay state and local income taxes on all your compensation — even the money you contribute to your GPC 401(k) Savings Plan account.

Regardless of where you live, your contributions will be subject to Social Security and Medicare taxes. That means that these taxes will not be reduced as a result of your participation in the plan and, as a result, your Social Security and Medicare benefits will not be reduced as a result of your participation in the GPC 401(k) Savings Plan.

**IRS Limitations**

The government limits the amount of contributions an employee and an employer can make to a 401(k) plan. Certain limitations apply to employees who earn more than the allowed amount by the IRS. In addition, the maximum amount of your compensation that you can contribute to the plan and defer paying taxes on is limited by the IRS. The government revises each of these dollar limitations from time to time based on a cost of living index.

**Tax Savings Example**

Another way of looking at the advantages of the GPC 401(k) Savings Plan is to see how much your contribution helps you save on taxes. In this example, let's assume that an eligible employee is in the 22% tax bracket and decides to contribute 5% of compensation to the plan.

You can see from the chart below that this employee will have $440 in federal tax savings, in addition to any state or local income tax savings.

<table>
<thead>
<tr>
<th>Tax Savings with the GPC 401(k) Savings Plan</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Earnings before taxes</td>
<td>$40,000</td>
</tr>
<tr>
<td>Tax-deferred contributions to the GPC 401(k) Savings Plan (5% of compensation)</td>
<td>$2,000</td>
</tr>
<tr>
<td>Current taxable earnings</td>
<td>$38,000</td>
</tr>
<tr>
<td>Approximate federal tax savings associated with participation in the GPC 401(k) Savings Plan*</td>
<td>$440 ($2,000 X 22% tax rate)</td>
</tr>
</tbody>
</table>

*Note: This example is based on an assumed 22% tax rate and excludes state and local income taxes, Social Security and other deductions. This calculation is based on a single employee.*
Compensation Defined: Compensation includes your gross annual earnings, as reported on IRS Form W-2, plus your before-tax contributions under this plan and, if applicable, your before-tax contributions for medical and dental benefits. But it does not include:

- Reimbursements or other expense allowances,
- Fringe benefits (cash and non-cash),
- Moving expenses,
- Deferred compensation (including stock options and other equity based programs),
- Welfare benefits (including severance pay, worker's compensation and long-term disability payments), or
- Compensation in excess of IRS limits.

Catch-Up Contributions

If you are eligible to make before-tax contributions under the plan and if you are age 50 or older (or will attain age 50 before the end of the plan year), you may make additional contributions to the plan each year, known as “catch-up contributions.” In addition to your before-tax contribution, you may contribute as a catch-up contribution any whole percentage from 1% to 50% of compensation or any dollar amount starting at $1.00, up to the IRS maximum ($6,000 in 2019). However, to make a catch-up contribution, you must make a before-tax contribution of at least 5 percent of compensation or contribute the maximum annual dollar amount permitted for the plan year under the IRS regulations.

If you change your before-tax contribution election and, as a result, you no longer meet the contribution requirements to make catch-up contributions, your catch-up contributions will cease. If the before-tax contribution maximums are not reached in the plan year, your catch-up contributions may be re-characterized as before-tax contributions. This is an accounting adjustment only and will not change your total employee contributions for the plan year.

Catch-up contributions are limited by an IRS maximum catch-up amount each year. This amount is adjusted periodically for changes in the cost of living. You are always 100% vested in your catch-up contributions.

The Company Match

To encourage you to save, Genuine Parts Company adds to your savings with its own matching contribution. You can start receiving the matching contribution immediately upon participation in the plan, provided you make contributions to your GPC 401(k) Savings Plan account.

The company’s matching contribution is equal to $1.00 for every dollar you contribute, up to the first 5% of your compensation. GPC’s matching contributions are made in cash and added to the investment funds you have chosen. The company’s matching contribution will be credited to your account each pay period.
For a period of time under the former Genuine Partnership Plan, the company matching contributions were made in Company Stock. To the extent assets were transferred from the Genuine Partnership Plan to this Plan, Company Stock may be held within this Plan. You may diversify assets from Company Stock to other investment funds, but they cannot later be reinvested in Company Stock.

At the end of the calendar year, GPC will make an additional matching contribution, if necessary, so that the total matching contributions for the calendar year equal 100% of your elected contributions up to 5% of your compensation for the calendar year. Typically, this additional matching contribution would be necessary if you reach the plan's employee contribution limit prior to the end of a plan year and your contributions were stopped before you were able to receive the maximum employer matching contribution. As with all situations, compensation earned prior to becoming eligible to participate in the plan is not counted in determining your matching contribution.

**Vesting**

Vesting means you have a permanent right to receive the full value of your GPC 401(k) Savings Plan account, even if your employment ends.

You are always 100% vested in your contributions. If you leave the company before retirement, disability or death, you have a right to the value of your own contributions plus any investment earnings on your savings.

You are 100% vested in the company matching contributions after completing two years of Vesting Service. For purposes of vesting, GPC will recognize all prior Vesting Service obtained under the Genuine Partnership Plan.

If you’re not already vested, you become vested if you die while employed by GPC or if you suffer a permanent disability while employed.

Permanent disability means that because of a physical or mental condition that results from bodily injury, disease or mental disorder, you are receiving long-term disability benefits under the GPC Long-Term Disability Plan or Social Security disability benefits.

**Vesting Service**

Vesting Service represents your total number of years of employment with Genuine Parts Company (or with an affiliated company). Service with a predecessor employer or affiliated sponsor prior to its acquisition by GPC may or may not count toward Vesting Service. GPC Retirement Plan Services can answer any questions you may have about this.
Forfeitures

If you are not 100% vested in the company’s matching contributions when you leave the company, the non-vested portion of your account will be forfeited on the earlier of (i) the date you receive a distribution of your vested benefits or (ii) after you have a break in service. A break in service occurs when you cease to be employed by Genuine Parts Company or an affiliated company for seven consecutive years. The investment return you received on the non-vested portion of the company match will also be forfeited.

Growing Your Savings

Enrolling in the GPC 401(k) Savings Plan is the first step to growing your savings. Let’s say you earn $40,000 and decide to contribute 5% of your compensation to the GPC 401(k) Savings Plan. In this example, let’s also assume that you receive a 3% raise each year.

The following chart shows how much you’ll have contributed to your GPC 401(k) Savings Plan account after one, five and ten years. And, while the example does not include any potential investment earnings or the tax savings on your deferred earnings, it’s easy to see how fast your account can grow over time!

<table>
<thead>
<tr>
<th>Your GPC 401(k) Savings Plan Savings</th>
<th>After One Year GPC 401(k) Savings Plan*</th>
<th>After Five Years GPC 401(k) Savings Plan*</th>
<th>After Ten Years GPC 401(k) Savings Plan*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Your Contribution</td>
<td>$2,000</td>
<td>$10,618</td>
<td>$22,929</td>
</tr>
<tr>
<td>Company Matching Contribution</td>
<td>$2,000</td>
<td>$10,618</td>
<td>$22,929</td>
</tr>
<tr>
<td>Total Savings</td>
<td>$4,000</td>
<td>$21,236</td>
<td>$45,858</td>
</tr>
</tbody>
</table>

* Does not include investment earnings or tax savings.

About Your Investment Options

When you enroll in the plan, you may direct your contributions to any of the investment options or combination of options currently available. You may allocate your investments among the options you select in 1% increments. These options vary from more conservative to more aggressive investments and are described in this SPD.

Detailed information about each option is available by calling GPC Retirement Plan Services at 866-415-3395 or going online to www.gpcretirementplanservices.com. You can also access the website through GPC Connect at gpcconnect.com. After you make your first investment election, you can change your investment options daily.
The GPC 401(k) Savings Plan currently offers participants the following investment options.

### Core Funds

<table>
<thead>
<tr>
<th>Fund</th>
<th>Goal</th>
<th>What the fund invests in</th>
<th>Who might want to invest</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>GPC Income Fund</strong></td>
<td>Provide competitive current income and general price stability, while maintaining a high degree of liquidity.</td>
<td>This fund consists of a managed portfolio of fixed and variable rate guaranteed investment contracts (GICs), short-term U.S. Treasury securities, mortgage-backed securities, corporate bonds and short-term money market instruments.</td>
<td>An investor seeking to lower investment risk.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>GICs are sold by insurance companies and offer a stated, fixed rate of return for a specified period. They are not guaranteed by any bank or the Federal Deposit Insurance Corporation (FDIC), nor are they obligations of the U.S. Government or any government agency.</td>
<td></td>
</tr>
<tr>
<td><strong>GPC Fixed Income Fund</strong></td>
<td>Seeks preservation of capital.</td>
<td>This fund consists of a blend of U.S. and non-U.S. fixed income securities.</td>
<td>An investor seeking to reduce investment volatility.</td>
</tr>
<tr>
<td><strong>GPC Balanced Fund</strong></td>
<td>Provide a combination of current income and capital appreciation.</td>
<td>This fund invests primarily in common stocks and fixed-income securities.</td>
<td>The GPC Balanced Fund’s share price will fluctuate, so it may be suitable for investors looking for both income and appreciation as part of a balanced approach to long-term investing.</td>
</tr>
<tr>
<td><strong>GPC Large Cap Value Fund</strong></td>
<td>Provide capital appreciation with a secondary goal of generating current income.</td>
<td>The GPC Large Cap Value Fund invests in dividend-oriented common stocks that the fund managers believe represent good value at the time of purchase.</td>
<td></td>
</tr>
</tbody>
</table>
### Who might want to invest — The GPC Large Cap Value Fund’s share price will fluctuate, so it may be suitable for long-term investors who can bear the risk of some short-term volatility.

### Vanguard Institutional Index Fund

**Goal** — The goal of this fund is to match the performance of the Standard & Poor’s 500 Index. The fund uses a passive management strategy designed to track the performance of the Index by investing all or substantially all of its assets in the stocks that make up the Index.

**What the fund invests in** — This fund invests in stocks of large U.S. companies that comprise the S&P 500 Index.

**Who might want to invest** — The Vanguard Institutional Index Fund is best suited for long-term investors who can bear the risk of short-term volatility.

### GPC Large Cap Growth Fund

**Goal** — Provide capital appreciation.

**What the fund invests in** — Currently, the GPC Large Cap Growth Fund invests primarily in common stocks that have growth potential.

**Who might want to invest** — This fund’s share price will fluctuate, so it may be suitable for long-term investors who can bear the risk of short-term volatility.

### GPC International Fund

**Goal** — This fund seeks long-term capital appreciation by investing primarily in diversified portfolio of stocks of foreign companies.

**What the fund invests in** — The GPC International Fund invests in stocks of non-U.S. companies.

**Who might want to invest** — This fund’s share price will fluctuate. Therefore, it may be more suitable for long-term investors who can bear the risk of short-term volatility.

### GPC Mid Cap Equity Fund

**Goal** — Provide capital appreciation by investing primarily in common stocks with aggressive growth characteristics.

**What the fund invests in** — This fund consists of a blend of stocks of small to medium size companies in the U.S. and abroad.

**Who might want to invest** — Long-term investors who can bear the risk of short-term volatility.
**GPC Global Fund**

**Goal** — This fund provides capital appreciation and investment income.

**What the fund invests in** — The GPC Global Fund consists of a portfolio of U.S. and non-U.S. stocks, fixed income and money market securities. 

**Who might want to invest** — Long-term investors who can bear the risk of short-term volatility.

**GPC Small Cap Equity Fund**

**Goal** — This fund provides long-term growth of capital.

**What the fund invests in** — The GPC Small Cap Equity Fund invests in stocks of small cap U.S. companies.

**Who might want to invest** — Long-term investors who can bear the risk of short-term volatility.

**Investment Risk vs. Reward:** The GPC 401(k) Savings Plan offers investment options that vary from more conservative to more aggressive. Balancing the amount of investment risk you feel comfortable with against the return needed to reach your investment goals is an important part of making investment decisions. Generally, the most conservative or “safest” investments provide the lowest return over time. Investments that are more aggressive offer a potentially greater return but have a greater degree of investment risk.

One way to think of an investment’s potential for gain or loss is to think of the potential for reward and the level of risk it offers.

**Greater Risk, Greater Return**
- More aggressive investments
- Greater risk to principal
- Greater potential investment return

**Lower Risk, Lower Return**
- More conservative investments
- Less risk to principal
- Lower potential investment return
Vanguard Target Retirement Funds

Target Retirement Funds are broadly diversified funds that gradually and automatically shift to more conservative investments over time. Each of the Target Retirement Funds is a complete investment package, so any one fund can serve as your entire plan portfolio.

Each Target Retirement Fund invests in up to seven broadly diversified Vanguard funds—most of which are index-based—and is a complete portfolio within itself.

If you plan to retire in a year that falls between two Target Retirement Fund years, choose the fund nearest your expected retirement date. For example, if you expect to retire in 2038, you’d choose Vanguard Target Retirement 2040 Fund.

Keep in mind that although Target Retirement Funds can simplify investment selection, all mutual fund investing is subject to risk. Each fund is subject to the risks associated with its underlying funds. Diversification does not ensure a profit or protect against a loss in a declining market.

The following Target Retirement Funds are available:
- Vanguard Target Retirement 2060 Fund
- Vanguard Target Retirement 2055 Fund
- Vanguard Target Retirement 2050 Fund
- Vanguard Target Retirement 2045 Fund
- Vanguard Target Retirement 2040 Fund
- Vanguard Target Retirement 2035 Fund
- Vanguard Target Retirement 2030 Fund
- Vanguard Target Retirement 2025 Fund
- Vanguard Target Retirement 2020 Fund
- Vanguard Target Retirement 2015 Fund
- Vanguard Target Retirement Income Fund

Investment Fund Trading Restrictions

A few of the investment funds include trading restrictions to limit excessive short-term trading activity. A 30 or 60-day purchase block restriction exists on the following funds:
- Vanguard Institutional Index Fund (30 day)
- GPC Small Cap Equity Fund (60 day)
- Vanguard Target Retirement 2060 Fund (30 day)
- Vanguard Target Retirement 2055 Fund (30 day)
- Vanguard Target Retirement 2050 Fund (30 day)
- Vanguard Target Retirement 2045 Fund (30 day)
- Vanguard Target Retirement 2040 Fund (30 day)
- Vanguard Target Retirement 2035 Fund (30 day)
- Vanguard Target Retirement 2030 Fund (30 day)
- Vanguard Target Retirement 2025 Fund (30 day)
• Vanguard Target Retirement 2020 Fund (30 day)
• Vanguard Target Retirement 2015 Fund (30 day)
• Vanguard Target Retirement Income Fund (30 day)

Under this restriction, participants who transfer or reallocate any amount from the fund must wait 30 or 60 calendar days before reallocating or transferring any amount back into that fund. During the purchase block period, you will be prohibited from making transfers or reallocations into that particular fund. During this time period, you will still be able to sell any amount of the fund that you wish. The restrictions are not applicable to new contributions, loan payments, loans, withdrawals, distributions or rollovers.

Your Investment Responsibilities

Neither Genuine Parts Company, nor the plan’s Trustee, guarantees the security of your investments in any of the funds available in the GPC 401(k) Savings Plan. The security of your investments is dependent solely on the market value of the securities or investment contracts held by the fund or funds you select. No employee of Genuine Parts Company or of the plan’s Trustee can advise you on the proper investments for you. The GPC 401(k) Savings Plan offers you a variety of investments, with different potentials of risk and return, and the flexibility for you to adjust your investments in the funds over time. It is your responsibility to monitor and manage your investments accordingly.

The GPC 401(k) Savings Plan is intended to constitute a plan as described in ERISA Section 404(c). This means that the fiduciaries of the plan will not be liable for any losses in your account as a result of the investment decisions you make under the plan.

A plan fiduciary may be liable for losses to your account if the losses occurred as a result of a breach of the fiduciaries’ duties under the plan. However, because you are solely responsible for your investment decisions, you are also solely responsible for the consequences of your investment decisions. Accordingly, it is very important for you to carefully review the information provided to you and any other information you think is necessary to make informed investment decisions under the GPC 401(k) Savings Plan.

In addition to the information you automatically receive, Genuine Parts Company will provide you with the following information upon request:

• A description of the annual operating expenses that would reduce the rate of your return under a particular investment option,
• Copies of prospectuses, financial statements and any other materials relating to the investment options under the GPC 401(k) Savings Plan, to the extent that such information is provided to the plan,
• Details of the assets comprising the portfolio of each investment option, to the extent such assets would constitute “plan assets” under ERISA, and
• Information concerning the value of shares or units in the investment options.
You may request this information by contacting GPC Retirement Plan Services at 866-415-3395.

If you have additional questions or concerns regarding the investment options under the GPC 401(k) Savings Plan and the options best suited to your needs, you should consult a professional investment advisor or financial planner.

**Changing or Stopping Your Contributions**

You can change the amount that you contribute to the plan, the investment direction of your future contributions, or convert your existing investment fund balances on a daily basis through the GPC Retirement Plan Services website or the automated telephone system. You may choose to change the way in which your plan balance is invested or reallocate your balances. You may elect to transfer the balance selected as a percentage of your total balance or a specific dollar amount.

Changes to your investment elections — the way your future contributions are invested — and changes to the amount that you contribute to the plan become effective with the next posted payroll cycle. Reallocations of existing balances (among the investment funds) made before 3 p.m. Central time or before the markets close, whichever is earlier, normally will be processed the same day. Reallocations made after 3 p.m. Central time, after the markets close, on weekends or holidays normally will be processed on the next business day.

You may stop your contributions to the plan at any time. If you decide to stop making contributions to your account, the company’s matching contributions will also end.

Contributions will automatically be suspended beginning on the first payroll period after you are no longer receiving compensation, or due to layoff or an authorized absence without pay.

**Account Information**

When you start participating in the GPC 401(k) Savings Plan, an individual account will be set up in your name. Your contributions will be deposited in your account as soon as the contributions can be reasonably withdrawn from Genuine Parts Company’s general assets, but no later than 7 days after the end of the month in which the withholding occurs.

Your account is valued each day the plan’s Trustee and the financial markets are both open. Your account is updated to reflect earnings, gains or losses, your contributions, matching contributions, loan activity and withdrawals.

You may obtain your account information anytime by calling GPC Retirement Plan Services at 866-415-3395 or online at [www.gpcretirementplanservices.com](http://www.gpcretirementplanservices.com). You can also access the website through GPC Connect at [gpcconnect.com](http://gpcconnect.com). Each quarter, you will receive a statement detailing the value of your account by investment option.
Withdrawals

The money you contribute to your GPC 401(k) Savings Plan account, the company contributions and money you earn from investments are all tax deferred. Having these advantages does involve some trade-offs regarding withdrawals from your account. You cannot repay any withdrawals made from your account.

Generally, you may only take a distribution from the plan when you terminate employment with the Company. However, there are some circumstances in which you may make a withdrawal from your account while still employed.

Under the GPC 401(k) Savings Plan, you can make a withdrawal while still employed for:

- A financial hardship, as long as you don’t have other financial sources to meet that need,
- Any reason after age 59½.
- If you have after-tax contributions in the GPC 401(k) Savings Plan, you may withdraw them at any time (a limited number of participants have after-tax contributions that were transferred from a predecessor employer’s plan to the Genuine Partnership Plan and subsequently to the GPC 401(k) Savings Plan), and
- If you are a reservist and are ordered or called to active military duty for at least 180 days, you are entitled to a distribution of your pre-tax contributions.

If you have a balance in the GPC Stock Fund, a distribution from the GPC Stock Fund in the form of shares is not permitted for any in-service withdrawals. GPC Stock Fund shares are only available in the form of shares once you have retired or separated employment with Genuine Parts Company, as long as your GPC Stock Fund balance is $1,000 or more.

Hardship Withdrawals

To qualify for a hardship withdrawal, you must meet IRS guidelines, have an outstanding loan under the GPC 401(k) Savings Plan, and have a financial hardship that you cannot meet through other resources. Financial needs that qualify for a hardship withdrawal include:

- Unreimbursed medical expenses for you, your spouse or your dependents,
- The purchase, excluding mortgage payments or refinancing, of your primary residence,
- Payment of amounts necessary to prevent eviction from or foreclosure on the mortgage of your principal residence,
- Payment of tuition and related educational fees for the next 12 months of college education for you, your spouse, your children or your dependents,
- Funeral and/or burial expenses for you, your parent(s), your spouse, your children or your dependents, or
- Repair of unforeseen damage to your principal residence not compensated for by insurance.
The amount of your hardship withdrawal request may not be less than $1,000 and cannot exceed the amount required to meet your financial need. Federal regulations stipulate that you must not have other resources reasonably available to meet the need (including a loan from the plan). If you satisfy the hardship withdrawal requirements, you may withdraw money from your vested account balance only.

Company matching contributions, investment earnings on your savings and any amount required as collateral for an outstanding loan against your account balance cannot be withdrawn. If you have a hardship withdrawal, you will be suspended from making contributions to the plan and from participating in any other plan that requires employee contributions, such as a stock purchase plan or nonqualified deferred compensation plan, for a period of at least six months. However, you can continue participation in medical and other welfare plans during this six-month period. A Hardship Withdrawal Application can be obtained from GPC Retirement Plan Services.

If you were making contributions at the time of your hardship contribution suspension, those contributions will resume automatically following the completion of the six-month suspension period. In addition, if your contributions to the GPC 401(k) Savings Plan are determined by the automatic enrollment provisions of the plan, your default contribution rate will increase as if you continued to participate in the plan during the six month suspension period.

The total amount of any hardship withdrawal you take from the plan cannot be rolled over and the withdrawal may be subject to 10% federal withholding tax, unless you elect otherwise.

**Withdrawals After Age 59½**

After you reach age 59½, you may withdraw funds from your vested account without incurring the 10% tax penalty (described below) and without suspending your participation in this plan. In addition, you will not be required to have a current loan before making a withdrawal from your account. You will not be permitted to repay any portion of a withdrawal taken after age 59½.

**Federal Tax For Early Distribution**

If you withdraw or receive payment of any portion of your GPC 401(k) Savings Plan account (except for a loan) before reaching age 59½, the taxable portion of the amount you receive may be subject to a 10% federal early withdrawal tax penalty.

This tax penalty is in addition to any federal income taxes you may owe. This penalty will generally not apply if the distribution is made:

- Following the termination of your employment that occurs during or after the calendar year in which you reach age 55,
- Because of permanent and total disability,
Because of large, unreimbursable medical expenses (greater than 7½% of your adjusted gross income),

Because of your death, or

For other exceptions as applicable. See your tax or financial advisor for advice.

In addition to the tax penalty, the IRS requires the Company to withhold 20% for federal income taxes at the time of the withdrawal from certain types of withdrawals.

**Loans from Your Account**

While the GPC 401(k) Savings Plan is designed for long-term savings, you have the flexibility to borrow from your vested account balance while employed by the company. You can use the loan for any reason, such as buying a new car or house or sending a child to college. The IRS determines the limitations on plan loans. In addition, you should note that GPC’s matching contributions in your account are not available for loan withdrawals.

**Requesting a Loan**

The minimum amount that you can borrow from your account is $1,000. The loan amount available is the lesser of:

- Half of your vested account balance, or
- $50,000 minus the highest outstanding loan balance during the last twelve months.

The plan’s Trustee has the sole authority to determine your maximum available loan amount. The $50,000 maximum may be reduced in some instances. The interest rate for a loan is equal to the rate charged by the Trustee for a similar loan.

If you take out a general purpose loan, you are agreeing to repay the loan within five years, unless it is used to finance the initial purchase of your primary residence (provided a closing statement supports it). In this case, it may be extended for up to 15 years. As you repay your loan, the principal and interest payments will be credited to your account.

You may not have more than one outstanding plan loan at any time. You must pay off your outstanding loan and wait 30 days from the date of the loan payoff before being eligible to reapply for a new loan.

If GPC acquires a company you worked for and you had multiple loans from that company’s 401(k) plan, you may be able to maintain up to two of those loans. But you will not be able to get a new loan from the GPC 401(k) Savings Plan until 30 days after all loans have been repaid.

**Loan Repayment Options**

Loan repayments are automatically set up as payroll deductions. To pay off your loan early, you should request an Early Loan Payoff Form from GPC Retirement Plan Services and
send a money order or cashier’s check made payable to “GPC 401(k) Savings Plan” and mail directly to:

GPC Retirement Plan Services
PO Box 661090
Dallas, TX 75266-1090

Failure to Make Scheduled Loan Payments

You will not have to pay income taxes on a loan from your account unless you fail to repay the loan. The IRS places strict controls on loans that become past due. If any portion of a loan repayment is past due, the loan is considered delinquent. If past due payments are not made, the IRS requires that the loan be defaulted and the outstanding loan balance considered a taxable distribution. The amount in default is reported to the IRS on Form 1099-R and you will be responsible for any income taxes, in addition to a possible 10% early withdrawal penalty.

If You Leave the Company

If you have an outstanding loan at the time of your retirement or other termination of employment, the loan balance is immediately due. The loan balance will be considered in default unless it is repaid within 60 days following your termination date. The amount in default will be reported to the IRS as a taxable distribution to you on Form 1099-R, which means you may have to pay a 10% early withdrawal penalty.

Loan Information

You may obtain, without charge, a copy of the plan’s loan procedures by contacting the GPC Retirement Plan Services. For more detailed information on loans, call GPC Retirement Plan Services at 866-415-3395, 24 hours a day, seven days a week, or visit the website at www.gpcreirementplanservices.com. You can also access the website through GPC Connect at gpcconnect.com.

Normal Retirement Age

Your normal retirement age under the plan is age 65 or, if later, the second anniversary of your participation in the plan (including participation in the Genuine Partnership Plan). You are fully vested in your account on your normal retirement age. If you continue to work past your normal retirement age, you may continue to participate in the plan.

Account Distributions and Rollovers

When you leave the company you must wait 15 days from the date you separate employment to receive a payment. Your account can be paid as a complete or partial lump-sum payment or as a direct rollover to another employer’s qualified retirement plan or an...
individual retirement account (IRA). If you choose a rollover, you won’t be taxed on the money in your account until it is withdrawn.

Any balance you have in the GPC Stock Fund is available to be taken in the form of shares once your employment with Genuine Parts Company has ended, as long as your balance in the GPC Stock Fund is $1,000 or more. If your GPC Stock Fund balance is less than $1,000, any money withdrawn will be distributed as cash.

If you worked for an employer that was acquired by Genuine Parts Company or one of its subsidiaries, you may have additional distribution options available to you, such as installment payouts and annuities. Normally, you will be notified of these additional features when you become entitled to a distribution. However, you can contact GPC Retirement Plan Services if you have any questions about additional distribution options.

If you die, your account must be distributed by the last day of the calendar year which includes the fifth anniversary of your death. However, if the sole beneficiary is the participant’s spouse, the surviving spouse can elect to postpone a distribution until 60 days following the end of the calendar year in which the participant would have attained their Normal Retirement Age or, if later, by the last day of the calendar year following the calendar year of the participant’s death.

**How to Request a Distribution or Rollover**

You are entitled to request a distribution of your account following your termination of employment and your beneficiary may request a distribution of your account following your death. Your account will be paid out as soon as possible after you or your beneficiary completes the distribution request, but no later than 60 days following the end of the calendar year in which a distribution is requested. Generally, in order for your account to be paid out or rolled over to another qualified plan, you or your beneficiary must request a distribution or rollover through the website [www.gpcretirementplanservices.com](http://www.gpcretirementplanservices.com), or by calling GPC Retirement Plan Services at 866-415-3395.

**Delaying Your Payout**

If you leave the employment of GPC and your vested account balance is more than $5,000 (not counting your rollover account balance), you can elect to delay your account payout. If you stay in the plan, you will continue to earn returns on your investments, if any. You must take a distribution of your entire account balance no later than April 1 following the year you reach 70½. If you remain in employment with GPC past your normal retirement age, you must take a distribution of your entire account balance no later than the April 1 following the calendar year in which you reach age 70½ or the April 1 following the calendar year in which you terminate employment, whichever is later.
Automatic Cashouts and Automatic Rollovers

If you terminate employment with a vested account balance of $5,000 or less (not counting your rollover account balance) and you do not request a distribution or rollover, your account balance will be automatically distributed as follows. If your account balance is $1,000 or less (determined this time by including your rollover account), your account balance will be automatically paid out as a lump sum payment. If your account balance is over $1,000 (determined by including your rollover account), your account balance will be paid as a rollover to an Individual Retirement Account (“IRA”) set up in your name with Alight Solutions Financial Services. In either case, you will receive notification before the automatic cashout distribution occurs. The automatic cashout will be paid no later than 180 days after you receive the notice.

Re-employment

If you leave the employment of GPC and are a plan participant when you leave, you can start participating again on your rehire date.

You will need to complete your enrollment through GPC Retirement Plan Services at 866-415-3395 or by going online at www.gpcretirementplanservices.com when you return. You can also access the website through GPC Connect at gpcconnect.com.

If you leave before you become a plan participant, you can participate in the plan after you meet the eligibility guidelines described in the eligibility section of this document.

If you have less than two years of Vesting Service before leaving the company, do not take a distribution of your account, and you are re-employed within seven years of your initial termination of employment, your entire account will be your account balance on the date you resume participation in the plan, unreduced by any forfeiture.

If you have less than two years of Vesting Service before leaving the company, receive a distribution of the vested portion of your account, and you are re-employed within seven years of your initial termination of employment, you have the option of repaying the vested amount that was distributed to you from your account. This repayment must be made within five years of your rehire date and while you are employed with the company.

If you repay the vested portion of your account, the Company will restore the amount of the matching contributions you forfeited when you left the company. In addition, the years of Vesting Service you had before you left will count toward your vesting requirements.

Please contact GPC Retirement Plan Services at 866-415-3395 for more information on how to repay your prior distribution.
Filing a Claim for Benefits

Any participant, former participant, beneficiary, or spouse or authorized representative may file a claim for benefits under the plan by submitting to the Committee a written statement describing the disputed claim and any other pertinent information. You must file your written claim within the “applicable limitations period” which is two years beginning on (i) the date on which the payment was made, or (ii) for all other claims, the date on which the action complained of occurred.

Under the terms of the plan, the Committee must review your request and issue a ruling within 90 days after the Committee receives the claim. However, special circumstances may require up to an additional 90 days for the Committee to review your claim. If additional time is necessary, the Committee will notify you in writing. In no event, however, will the review of your claim extend beyond 180 days following the receipt of your claim.

If all or part of your claim is denied, you will receive a written response that includes the specific reasons for the denial, the specific plan provisions upon which the denial is based and the procedure used to review claims. You will be told what additional information is required, if any, and why the information is necessary.

Formal Appeals

If, after following the process described in this SPD, you still feel your claim was handled incorrectly, you may appeal this in writing to the chairman of the Committee.

You must file an appeal within 60 days of the date you receive notice of your claim denial. Your written appeal should state the reasons supporting your claim, the reasons why you believe your claim should not have been denied, and any other issues or comments that you feel are appropriate with respect to your claim. In addition, you may send a written request to the Committee for a copy of the pertinent plan documents. (In addition, you may request copies of the plan documents or this SPD at any time. Reasonable copy charges may apply for documents other than this SPD which will be provided upon request at no cost. Contact the Committee for more information).

The Committee must make a formal review of your claim, and you will receive a written response within 60 days after the Committee receives your request for review, unless special circumstances require more time. In that case, 120 days from the date of receipt of your appeal is allowed, but in no case will extend beyond such 120-day period. If the additional time is needed, you will be notified in writing before the end of the first 60-day period.

If your formal appeal is denied, the written response will include specific reasons for the denial and will cite the specific plan provisions upon which the denial is based.

You cannot bring legal action against the Committee or the employer without first pursuing these claims procedures. Any legal action to recover a benefit under this plan must be filed within one year from the date of the Committee’s decision on appeal. Failure to file suit...
within this time period will extinguish any right to benefits under the plan. In addition, any litigation against the Committee, a member of the Committee, the Plan or an employer regarding benefits under the Plan or claims against any of the above parties, must be filed and litigated in the United States District Court for the Northern District of Georgia.

If you fail to raise an issue or fail to provide certain evidence during the claims process and the formal appeals, you will be prevented from raising this issue or providing such evidence during any legal action you may pursue.

Other Things You Should Know

Plan Fees

Investment management fees will be charged directly to the appropriate investment fund. Administrative, recordkeeping and miscellaneous fees are offset by plan forfeitures. Any remaining such expenses are pro-rated among all participant accounts. Fees specific to your account, such as a plan loan fee or a fee to process a QDRO, can be charged to your specific account.

Termination or Amendment of the Plan

If the plan terminates, you will receive the full value of your account. Genuine Parts Company intends to continue the plan, but has the right to amend, change or end the plan at any time or for any reason without advance notice to participants or beneficiaries. A plan change may transfer plan assets and liabilities to another plan or split this plan in two or more parts. If the company does make a change or end the plan, it may decide to set up a different plan providing similar or identical benefits. If the plan is terminated, all participants who are employees at that time will become fully vested in their accounts. The vested value of your account will be distributed to you or transferred to an IRA or other qualified plan, as soon as administratively possible following termination.

About Forfeitures

Forfeitures are used to restore the accounts of participants who are rehired, and are then applied against plan expenses with any remaining forfeiture amounts used to reduce the employer’s contribution for the match. The total match is not decreased — just that a portion of the match that would have been funded directly by the employer is funded instead by forfeitures.

Rollovers from Another Qualified Plan

If you wish, you may elect to rollover a payout from another employer’s qualified plan into the GPC 401(k) Savings Plan. A rollover account will share in the investment fund’s performance, but will not be eligible for company matching contributions or forfeiture allocations.
After-tax and/or Roth employee contributions may not be rolled over into the GPC 401(k) Savings Plan, even if the contributions are from a Qualified Plan maintained by a previous employer.

**Qualified Domestic Relations Order**

Benefits provided by the plan are intended for your retirement and may not be sold, used as loan collateral, assigned to another person or received before your monthly payments begin. In addition, your creditors may not attach, garnish or otherwise interfere with your account balance. However, the plan administrator may be required by law to pay obligations related to court-ordered payment under a qualified domestic relations order (QDRO). If the plan administrator receives a QDRO pertaining to your accrued benefit, it will notify you and each alternate payee (the person or persons named to receive benefits) that the order has been received and will determine whether the order is a QDRO.

You may obtain, without charge, a copy of the plan’s QDRO procedures by contacting the GPC Retirement Plan Services toll free line at 866-415-3395.

**No Contract of Employment**

This document is not intended in any way to create an employment contract. No verbal statements by supervisors or management can alter the benefits described in this document or create an employment contract.

**Equal Treatment Policy**

The design, development and administration of this benefit plan are consistently operated with a policy of equal treatment for all persons, without regard to sex, race, creed, color, religion, marital status, sexual orientation, gender identity, genetic information, citizenship status national origin, age, pregnancy, disability, military status, status as a veteran or any other protected characteristic.

**USERRA**

The Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) provides certain provisions for employees on military duty. You may have additional protections under state laws.

If you leave work temporarily for military duty, your absence will not be considered a break-in-service for the purposes of the GPC 401(k) Savings Plan. Upon re-employment, you will be allowed to make up any missed contributions to the GPC 401(k) Savings Plan subject to the limits of USERRA including time limitations. If you make up any of these contributions, you will be eligible to receive the Company’s matching benefits attributable to these contributions. However, you will not receive a makeup on any earnings associated with these contributions that may have been allocated during the leave.
If you are reemployed by GPC when you return, you're entitled to all seniority and other rights and benefits you would have received had you not been on leave, provided:

- You gave advance written or verbal notice of your military duty (unless impossible to do so or prevented by military necessity) to GPC
- You were released from the military under honorable conditions
- You report back to work or apply for reemployment in a timely manner and
- The cumulative length of all your military absences does not exceed five years (subject to certain exceptions).

Under this regulation, GPC is not required to rehire you if:

- Circumstances have changed to make reemployment impossible or unreasonable
- Reemployment would impose an undue hardship on GPC
- Reemployment would be only for a brief period of time or
- Reemployment would not continue indefinitely.

**Your Rights Under ERISA**

As a participant in the plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). Please see additional information about your rights under ERISA in the Administrative Information Summary Description.

**Changes in Address or Marital Status**

In order to protect your (and your beneficiaries') rights, you should keep the GPC Employee Service Center informed of any changes in your address or that of your beneficiaries. You should also keep the GPC Employee Service Center informed if you marry or divorce. In addition, you should keep a copy, for your records, of any notice you send to the GPC Employee Service Center.

**About This Document**

This document summarizes the key features of the GPC 401(k) Savings Plan, which apply to eligible employees of GPC. The contents of this document supersede all earlier material that may have been distributed with respect to the benefits described in this document. While this document describes the GPC 401(k) Savings Plan as it exists today, Genuine Parts Company, as plan sponsor, reserves the right to terminate, suspend, withdraw, amend or modify this plan at any time for any reason for any class of participants. If the plan is terminated or changed in any way, you and other participants may not receive benefits as described in this document. If there is any discrepancy between the information contained in this SPD and the formal plan documents, the formal plan documents will govern.

The information in this SPD is not intended to constitute investment advice. You should consult with your financial advisor regarding investment decisions under the GPC 401(k) Savings Plan.
For More Information

If you have any questions about the GPC 401(k) Savings Plan or need more information than this document contains, please contact GPC Retirement Plan Services.

About This Plan

<table>
<thead>
<tr>
<th>Plan Name</th>
<th>GPC 401(k) Savings Plan</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plan Sponsor</td>
<td>Genuine Parts Company</td>
</tr>
<tr>
<td></td>
<td>2999 Wildwood Parkway</td>
</tr>
<tr>
<td></td>
<td>Atlanta, Georgia 30339</td>
</tr>
<tr>
<td>Employer Identification Number</td>
<td>58-0254510</td>
</tr>
<tr>
<td>Plan Number</td>
<td>003</td>
</tr>
<tr>
<td>Type of Plan</td>
<td>Defined Contribution Plan</td>
</tr>
<tr>
<td>Plan Administrator</td>
<td>Genuine Parts Company</td>
</tr>
<tr>
<td></td>
<td>Pension and Benefits Committee</td>
</tr>
<tr>
<td></td>
<td>2999 Wildwood Parkway</td>
</tr>
<tr>
<td></td>
<td>Atlanta, Georgia 30339</td>
</tr>
<tr>
<td>Plan Trustee</td>
<td>The Northern Trust Company</td>
</tr>
<tr>
<td></td>
<td>50 South LaSalle Street</td>
</tr>
<tr>
<td></td>
<td>Chicago, IL 60603</td>
</tr>
<tr>
<td>Affiliated Sponsors</td>
<td>Genuine Parts Company,</td>
</tr>
<tr>
<td></td>
<td>Automotive Parts Group,</td>
</tr>
<tr>
<td></td>
<td>Altrom, US,</td>
</tr>
<tr>
<td></td>
<td>Balkamp, Inc.,</td>
</tr>
<tr>
<td></td>
<td>Heavy Vehicle Parts Group USA,</td>
</tr>
<tr>
<td></td>
<td>Motion Industries,</td>
</tr>
<tr>
<td></td>
<td>Rayloc,</td>
</tr>
<tr>
<td></td>
<td>RMDS,</td>
</tr>
<tr>
<td></td>
<td>S.P. Richards Co.,</td>
</tr>
<tr>
<td></td>
<td>Other designated participating employers as determined by the plan document.</td>
</tr>
<tr>
<td>Plan Funding</td>
<td>The plan is funded by contributions from Genuine Parts Company and participating employees.</td>
</tr>
<tr>
<td></td>
<td>Benefits provided by the plan are not insured by the Pension Benefit Guaranty Corporation (PBGC) under Title IV of the Employee Income Security Act of 1974 (ERISA) because the insurance provisions under ERISA are not applicable to this type of plan.</td>
</tr>
<tr>
<td><strong>Plan Year</strong></td>
<td><strong>January 1 to December 31</strong></td>
</tr>
<tr>
<td>-------------------------------</td>
<td>------------------------------</td>
</tr>
</tbody>
</table>
| **Agent for Service of Legal Process** | **Sr. Vice President – Corporate Counsel**  
Genuine Parts Company  
2999 Wildwood Parkway  
Atlanta, GA 30339  
678-934-5000  

Service of legal process may also be made upon the plan Trustee or plan administrator. |