# Alight Solutions LLC 401(k) Plan

**Summary Plan Description** 



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# **Introduction**

Alight Solutions LLC (the "Company") recognizes the importance of long-term planning and wants to help provide financial security for its employees. The Alight Solutions LLC 401(k) Plan (The "401(k) Plan" or the "Plan") is the primary means by which the Company helps provide for your retirement and other long-term financial goals of U.S. based colleagues. Through a combination of your savings, Company contributions, and investment results, you can build additional security for your future needs.

You can invest your savings and Company contributions among a broad array of professionally managed investment options. That gives you the flexibility to choose investments that are designed to make it easier to match your style, goals, and your risk tolerance.

Access to periodic account and investment information, along with the ability to make changes to your investments, allows you to manage the resources you are accumulating for future needs.

Your account will grow on a tax-preferred basis until you receive payment.

This summary document describes the benefits and options available to you under the 401(k) Plan. If you have any questions after reading this material, please call the appropriate number listed in <a href="Account and Administrative Information">Account and Administrative Information</a>.

Please note: The Plan recordkeeper is Alight Solutions LLC. You may access your account at <a href="http://digitial.alight.com/alight">http://digitial.alight.com/alight</a> (Alight Worklife ®) or by calling the Company's HR4U Service Center at 1.833.444.HR4U (4748).

# 401(k) Plan at a Glance

Most 401(k) Plan transactions can be completed on Alight Worklife. If logged on to the Alight Solutions network, go to Spotlight>Alight Worklife. Otherwise, you can go to <a href="http://digital.alight.com/alight">http://digital.alight.com/alight</a> or by telephone at **1.833.444.HR4U** (4748) between 8 a.m. 4:30 p.m.., Monday through Friday (24-hour voice access).

Eligibility to	Full-time and part-time employees (scheduled 20 or more hours a week): First			
Contribute	day of work.			
	Part-time (scheduled fewer than 20 hours a week) and all temporary employees: The pay period concurrent with the first day of the month following six (6) months of service			
Automatic or Self- enrollment	Automatic enrollment starts shortly after eligibility at a rate of 3% on a before-tax basis unless you elect otherwise. Your contributions are invested in the appropriate Target Date Portfolio (TDP) Option, based on your birth year on record, unless you elect otherwise. Your default savings rate will increase by 1% each April 1, up to a maximum of 9%, unless you elect otherwise.			
	<b>Self-enrollment</b> can occur shortly after eligibility, subject to account access to make the elections of choice and payroll timing for commencement.			
Savings Rate	Save from 1% to 50% of compensation on a combined before-tax, Roth 401(k), or regular after-tax basis (subject to annual limits). Elections may also be a specified dollar amount per paycheck.			
	Additional catch-up contributions are available if you are age 50 or older during the year			
Savings Rate	You may change your savings elections or stop saving at any time. Changes are			
Changes	effective as soon as administratively practicable.			
Company Contributions	Matching: Eligibility for matching contributions starts in the pay period concurrent with the first day of the month following six (6) months of service. The Company matches 100% of the first 1% of eligible before-tax and/or Roth 401(k) savings and 50% of the next 6% of eligible before-tax and/or Roth 401(k) savings each pay period.  Retirement Account Contributions (RAC): Eligibility for the RAC is the same as for matching contributions, plus you must be an active employee or on an approved leave of absence at the end of the applicable year. However, you also may be eligible for the RAC if you terminated employment during the applicable year due to death, voluntary termination at or after age 55 with five years of vesting service, or under circumstances that qualified you for severance under the Alight Solutions LLC Severance Plan. You are not required to make any contributions to the Plan to receive the RAC. The amount of the contribution is a fixed 2.5% of annual eligible compensation and will be deposited into participant accounts generally in March following the dose of the year.			
	Note: Effective September 1, 2023, Alight suspended the RAC for colleagues at a manager job level or above, resulting in a pro rata rate for plan year 2024 based on eligibility. As of January 1, 2024, it was eliminated completely for the same group.			

Vesting	<b>Employee contributions:</b> You are always 100% immediately vested in your own contributions.			
	<b>Matching and Retirement Account Contributions:</b> You are 100% vested in these contributions upon earning two years of service. If you terminate employment before earning two years of service, these contributions will be forfeited.			
Investments	The 401(k) Plan provides a variety of investment options, giving you the opportunity to pursue different rates of return and the ability to balance the risks and rewards of investing. You can decide how to direct your contributions or transfer existing balances in your account or select from other strategies that provide advice or manage your plan investments automatically.			
Investment	If you need help with your investment decisions, you have two options:			
Advice	Enter as much information as you want using the online advice tool; or			
	Use the Professional Management Program to have investment advisors manage your account for you.			
Specialized	Target Date Portfolios (TDPs): The Plan's qualified default investment option is			
Investment Options	intended for investors who desire less involvement or who are less experienced with investing and prefer a well-diversified one-stop investment strategy that evolves to help you meet retirement savings goals.			
	<b>Self-directed brokerage account (SDBA):</b> This option is intended for knowledgeable, experienced investors. You may establish an account at any time and may invest up to 50% of your total Plan balance in the SDBA.			
Investment Changes	Change your investment elections for existing balances or future savings on any day, to become effective at the next close of the U.S. securities markets.			
In-service Withdrawals	You may withdraw regular after-tax savings and rollover contributions, including Roth rollover contributions (minimum \$250 withdrawal, or entire balance if less). Other withdrawals will be allowed, upon approval, in case of financial hardship. Additional options are available at age $59^1/_2$ or with an approved disability.			
Loans	You may generally borrow up to 50% of your vested balance up to a maximum of \$50,000, less the highest outstanding loan balance in the prior 12 months. One loan can be outstanding at a time. A loan is repaid through payroll deductions for up to five years (or fifteen years if for the purchase of a primary residence).			
Distribution	After you leave the Company, you can receive partial amounts or your full vested balance in a single sum (other options may also be available to you).			

# **Plan Eligibility**

Your type of employment determines when you are eligible to participate in the Plan. It may also affect how you enroll or waive participation.

# When You Become Eligible

#### Full-time and Part-time Employees Scheduled to Work 20 or More Hours a Week

If you are hired on January 1, 2019, or later as a full-time U.S. employee of a participating entity or a regular part-time employee scheduled to work **20 or more hours a week**, you are eligible to participate in the 401(k) Plan from your first day of work. You are eligible for Company matching and annual retirement account contributions ("RAC") on the first day of the month following six (6) months of service. Participation in the Plan is automatic unless you indicate that you do not wish to save. Employees hired in 2016 but before 2019 were eligible for Company matching and the annual retirement account contributions in the pay period concurrent with the **January 1** or **July 1** following attainment of a year of service and at least age 21. For more information, please see <u>Enrolling in the Plan</u> and <u>Company Matching Contributions</u>.

#### Temporary Employees and Part-time Employees Scheduled to Work Fewer Than 20 Hours a Week

If you were not yet eligible for matching contributions as of December 31, 2018 or you are hired on January 1, 2019 or later as a temporary U.S. employee of a participating entity or a regular part-time employee scheduled to work **fewer than 20 hours a week**, you will be eligible to participate (with respect to your own deferrals and ability to receive the matching and annual retirement account contributions) on the first day of the month following six (6) months of service. Employees hired in 2016 but before 2019 were eligible in the pay period concurrent with the **January 1** or **July 1** following attainment of a year of service provided you were at least age 21.

#### **Employees of Companies Acquired by the Company**

If you were employed by a company acquired by the Company or its subsidiaries (or, prior to May 1, 2017, acquired by Aon plc or its subsidiaries), service before the date of acquisition may be included for eligibility and vesting, subject to the terms of the acquisition agreement. You may contact your **Human Resources** representative or the Company HR4U Service Center to determine whether employment with an acquired company was considered in determining your eligibility under the 401(k) Plan.

#### **Leased Employees and Independent Contractors**

You are not eligible to participate in the Plan if you are a leased employee or an independent contractor.

### **Continuous Service**

Beginning January 1, 2019, for eligibility purposes, you will earn a month of service for each complete month period (30 consecutive days) which elapses, beginning with your employment start date. Prior to 2019, you earned a year of service for eligibility purposes on the first anniversary of your employment start date after recording at least 1,000 hours of service during that period, or alternatively for each subsequent calendar year in which you recorded at least 1,000 hours of service. For information about a year of service for vesting purposes, please see <u>About Vesting</u>.

#### **Hour of Service**

An hour of service is any hour for which you are paid, or entitled to be paid, including hours for holidays, vacation, short-term disability, illness, jury or military duty, or leave of absence, to the extent required by law.

# **Enrolling in the Plan**

If you choose to waive participation in the Plan when you are first eligible, you may enroll later. However, the sooner you start saving, the better your opportunity to build a more financially secure future.

#### **Automatic Enrollment**

Once you meet eligibility requirements, if you do not make a timely election to participate or affirmatively elect not to contribute to the Plan, you will be automatically enrolled to save 3% of your eligible compensation on a before-tax basis. Also, if you were an eligible employee active as of December 31, 2015, under the Aon Savings Plan and you did not have a deferral election in place on that date, you will also be subject to automatic enrollment as described in this section. If you don't actively change your contribution rate or your contribution escalation election after being automatically enrolled in the Plan, your before-tax savings rate will increase 1% each year until it reaches 9%. Once automatic contributions start, you will have 90 days to waive participation and request your automatic contributions and earnings thereon be returned. For more information on self and automatic enrollment, see Account and Administrative Information.

At or about the same time you receive information on savings, you will also receive materials describing the available investment options. These materials should help you select the appropriate investments for your savings. If you do not make an election, your savings will be invested in a default option. For more information, see <u>Investing in Your Account</u>.

Regardless of how you are enrolled, you should designate a beneficiary who will receive your 401(k) Plan account balance in the event of your death. If you do not make this election, your beneficiary will default to your spouse if you are married in accordance with federal law or to your estate if you are not married. If your account was automatically transferred from the Aon Savings Plan see Appendix B - Aon Savings Plan for more information. For more information, see

Account and Administrative Information and Survivor Benefits.

#### If You Leave the Company and Are Rehired

As a rehired employee, your eligibility to participate and enrollment status will depend on your employment classification when you return, the length of your absence, and your prior eligibility, including the distinction between eligibility to contribute to the Plan and eligibility to receive Company contributions.

If you were rehired **less** than 32 days - after your termination, you will be **re-enrolled** at the same savings percentage or dollar amount with the same investment elections that you had at termination.

If you were rehired **more** than 31 days -after your termination, you will be subject to new hire rules (including automatic enrollment) based on the employee class that you were hired into (see, <u>When You Become Eligible</u>) and your applicable prior service may be taken into account (including applicable prior service with Aon or its affiliates prior to May 1, 2017).

If you have had a break in service of greater than five years, meaning you haven't earned any hours or service with the Company for five consecutive years or more, you will be treated as a new employee for all Plan purposes. However, any service earned prior to the five years is retained.

If your break in service was for less than five years, but greater than one year (12 months), your prior service (but not the period of the break) will be considered for determining your status under the Plan.

If your break in service was less than 12 months, your prior service, including the break, will be considered for determining your status under the Plan.

Eligibility for employee contributions and matching contributions will be considered separately, as applicable.

#### **Transferred Employment**

If you are transferred outside the United States or its possessions on a temporary basis, you may continue to save through the Plan and receive Company contributions until your transfer becomes permanent. Your employer determines if your transfer is temporary or permanent.

If you transfer to a non-participating entity or to a permanent position outside the United States, you will no longer be eligible to participate in the Plan even though you continue to be an active employee of an affiliate of the Company. As an active employee, you must also leave your account balance in the Plan as you are not able to take a distribution. While in this status, you may continue to take in-service withdrawals and loans subject to their respective provisions and other guidelines.

If you transfer from a non-participating entity or one of the Company's foreign entities to a participating entity, you will receive credit for your service with a non-participating entity or foreign entity for both eligibility and vesting.

# **How the Plan Works**

# **Your Savings**

As an eligible employee, you may elect to save percentages (up to 50% of your Compensation) or a specified amount of each paycheck on a before-tax, Roth 401(k), or regular after-tax basis, or in any combination of the three, subject to the annual limit imposed by the Internal Revenue Code (IRC). See Special Maximums and Limits for more information. Your total savings, including percentage elections and specified dollar amount elections, cannot exceed 50% of your compensation in an individual paycheck or for the entire year. Additional contributions that are permitted for those who have attained age 50 prior to the close of the calendar year are known as "catch-up contributions." See Catch-up Contributions below.

#### Making a Savings Election

More details on completing an election can be found in <u>Account and Administrative Information</u>,

After making your initial savings election, you may change or stop your savings at any time. Changes will generally, become effective within 30 days of the request.

# **Catch-up Contributions**

You may save more under the Plan each year that you are age 50 and older through catch-up contributions. These contributions allow participants who are nearing retirement to increase their deduction if they are already contributing the maximum regular amount as defined by law or the Nan. You may elect catch-up contributions in the form of before-tax contributions, Roth 401(k) contributions, or a combination of the two. If you have not saved enough yet for retirement, want additional reductions in your current taxes, or just want to save more on a tax-preferred basis for future use, you may want to consider this option.

While these amounts will be deducted from your paycheck during the year, they are not classified as special catch-up contributions until after the end of the year in which the deduction was taken. This allows the Plan administrator and recordkeeper to determine if the total amount of your contributions exceeds the maximum amount as defined by law or by the Plan.

Federal regulations limit the amount that can be contributed to the Plan, which may be further limited to meet other aspects of the law, like discrimination testing.

In addition, the Internal Revenue Code (IRC) limits the overall eligible compensation that can be considered in determining your before-tax and Roth 401(k) contributions. The maximum amount is determined each year.

#### **Examples of Current Contribution Limits**

Example 1: Assume an employee reaches age 50 in the year 2021, is paid \$25,000 and is contributing 50% of pay in Roth 401(k) contributions to the 401(k) Plan. This employee's Roth 401(k) savings for the year will be limited by the Plan to  $$12,500 ($25,000 \times 0.5)$ .

However, under the catch-up provision, this employee could contribute an additional \$6,500, for total 2021 contributions of \$19,000. In this example, the employee was contributing the Plan limit (50%) and, therefore, is eligible to make catch-up contributions.

Example 2: Assume an employee is paid \$100,000 in 2021 and is contributing 20 percent of pay on a before-tax basis. This employee's regular before-tax savings for the year will be limited by law to \$19,500 (the employee's eligible compensation multiplied by the savings rate is greater than the IRC **Limit:**  $$100,000 \times .20 = $20,000$ ). This employee is age 50 and therefore could also contribute an additional \$6,500 (for a total. of \$26,000).

#### **How Catch-up Elections Are Classified**

The additional savings resulting from a catch-up election may not ultimately be classified as catch-up contributions. Additional contributions that do not meet the catch-up criteria at the end of the year will be treated as regular beforetax or Roth 401(k) savings.

Example: Assume an employee is paid \$30,000 in 2021 and is contributing 10 percent of pay on a before-tax basis to the 401(k) Plan. Also assume that this employee makes a catch-up election of \$6,500. This employee's total before-tax savings for the year will be \$9,500 (\$30,000 x .10 = \$3,000 + \$6,500). Since the total amount is less than the IRC limit of \$19,500 and also less than the Plan limit of \$15,000 (\$30,000 x .50), all of the contributions will be classified as regular before-tax savings.

Note that these examples use the year 2021 maximums for before-tax and catch-up contributions. These maximums change from year to year. See <u>Special Maximums and Limits</u> for details.

#### **Status of Catch-up Contributions**

Catch-up contributions will be treated **like** regular before-tax or Roth 401(k) contributions for purposes of withdrawals, loans, investment options, and potentially, for matching contributions. While contributions classified as "catch-up" do not typically receive Company matching contributions as they usually exceed matching thresholds, a portion may be matched in those situations where eligible compensation is near regulatory **limits**. See Plan Compensation for details

# **Making a Catch-up Election**

More details on completing an election can be found in <u>Account and Administrative Information</u>. For special catchup contributions that can be saved each year, see Special Maximums and Limits for more information.

# **Definition of Compensation**

Your compensation for benefit determination purposes is the total eligible earnings (up to the IRS limits) you receive during the Plan year while you are a participant, including, but not limited to, base pay, overtime, premium payments, commissions, renewals, overrides, and bonuses as part of your regular performance appraisals and formal bonus programs. Before-tax premium deductions and contributions to flexible spending and health savings accounts do not affect your compensation for Plan purposes.

Compensation paid current and subsequent to your match eligibility will be considered for determining the amount of Company matching and the annual retirement account contributions.

Benefits-eligible compensation excludes various types of compensation including, but not limited to, awards/prizes, fringe benefits, special bonuses, deferred commission payments, and compensation deferred to non-qualified plans or when paid in the form of stock.

# **Fees and Expenses**

Accounts maintained in the Plan are subject to fees and expenses as part of normal operations. In some cases, there may be a specific fee that you will need to pay in order to take advantage of a specific Plan provision. See <u>Account and Administrative Information</u> for more information.

In other cases, there will be a Plan expense that will be allocated equally or proportionately among all accounts or by another method determined by the Plan fiduciaries. These expenses may include administrative fees charged by the recordkeeper, other administrative expenses incurred as part of normal Plan operations and certain legal and other expenses. The total fees paid by the Plan are disclosed in an annual report filed with the federal government. The Plan also prepares a Summary Annual Report (SAR). Each year that you maintain an account in the Plan, you will receive a copy of the SAR based on your delivery preference on record if you remain an active participant. If you are no longer an active participant, the SAR will be mailed to your address on record. In addition, the portion of your Plan account that is invested in each investment fund under the Plan will be reduced by that fund for the investment management fees and other expenses charged by that fund.

More information on the expenses related to the investment funds, can be found in the funds' prospectuses or fact sheets. Investment funds may compensate the Plan recordkeeper from the investment management and other fees they receive from Plan accounts, reducing overall Plan administrative costs.

# **Company Matching Contributions**

The Company provides matching contributions on your eligible before-tax and Roth 401(k) savings that accumulate during a Plan year as shown below:

Before-tax and Roth 401(k)Savings	Match Amount	Form of Match	Time of Match Allocation
Up to 1% of eligible pay	100%	Cash	Each pay cycle
Over 1% and up to 7%	50%	Cash	Each pay cycle

For employees hired on or after January 1, 2019, eligibility for the Company matching contributions starts on the first of the month following six (6) months of accrued service. Employees hired prior to January 1, 2019, but after 2015, eligibility for the Company matching contributions started with the pay period concurrent with the January 1 or July 1 following the completion of a year of service and attainment of at least age 21.

# Safe-harbor and True-up Matching Contributions

Your Company match will be based on your savings and compensation for each pay period that you are eligible for matching contributions. Because the matching contributions are provided under a "Safe-harbor" provision, the Company will also provide the necessary contributions to ensure you receive the maximum match based on your accumulated contributions for the year.

Once you are eligible for the match, the true-up approach makes it easier to save the maximum (\$22,500 in 2024). This is because you do not have to worry about not getting a portion of the Company match if your savings stop before the end of the year if you have reached the contribution limit. The Plan true-up process automatically determines the maximum year-to-date match for each paycheck.

#### Making Employee Contributions Before Match Eligibility

If you are not eligible until later in the year for matching contributions, you may want to consider if you want to contribute or the amount you contribute prior to being match eligible. If you are an executive and have match-eligible compensation above the IRS limit, contributions made before match eligibility may reduce your matching contributions for the year.

#### **Company Matching Contribution Calculation Example**

Suppose your annual compensation is \$48,000. As shown in the charts below, the Company matching contribution will be based on your average savings rate for the portion of the calendar year to the time that you are match eligible. For employees hired after 2015 but before 2019, match eligibility started with the compensation earned on the paycheck concurrent with the January 1 or July 1 following attainment of a year of service provided you are age 21 or older. For employees hired after January 1, 2019, match eligibility is the first day of the month following six (6) months of service.

In this example, the employee was match eligible from the beginning of the year and has match-eligible compensation of \$2,000 per paycheck, average match-eligible year-to-date savings prior to the sample pay period of 3% (the default and less than the full match level), and a savings rate for the sample pay period on which the Company match is calculated of 15% (greater than the matching level) and, as a result, includes additional deferrals on which prior compensation can now be included for the current pay period match.

			Savings	Match	Match % of
Paycheck Sequence	Compensation	Savings Rate	Amount	Amount	Compensation
Paychecks 1 - 4	\$8,000	3%	\$240	\$160	2.0%
Paycheck 5	\$2,000	15%	\$300	\$160	8.0%
Paycheck 6	\$2,000	15%	\$300	\$160	8.0%
		Year-to-date			Year-to-date
Year-to-date Total	\$12,000	Savings: 7.0% (\$840/12,000)	\$840	\$480	Match: 4% (\$480/12,000)

**Note:** The above is an example of the match "true-up," in which you saved 3% in the first four pay periods of the year but missed out on Company matching contributions. You can make up those missed contributions by increasing your savings rate. In this example, saving 15% percent (over the 7% full match rate) in pay periods 5 and 6 results in the Company matching rate for those two paychecks to exceed the Plan aggregate matching limit of 4% until the year-to-date Company match rate returns to 4%. So, you can see even if you are slow or late to start your savings, it is possible to boost your savings rate and make up for lost time.

Employees becoming match eligible throughout the year should review their savings rates to ensure sufficient match eligible deferrals remain to maximize the match. **Deferrals made before you are match eligible will not be matched.** 

## **When Matching Contributions Are Credited**

Company matching contributions are credited to your account each pay period, concurrent with your 401(k) Plan contributions.

Your company's matching contributions are invested according to the same elections as your employee contributions. You have the choice to invest in any or all of the available investment options. See <a href="Investing Your Account">Investing Your Account</a> for more information.

## **Vesting of Company Matching Contributions**

Vesting refers to how much of the Company matching contributions and earnings thereon in your account that you own. See About Vesting for more information.

#### **Retirement Account Contributions**

The Retirement Account is a separate 401(k) Plan account provided to maintain annual Retirement Account Contributions (RAC), and earnings thereon, made beginning with the 2016 plan year (under the Aon Savings Plan) and thereafter. It is designed to provide a base 401(k) Plan benefit, even if employees are not contributing any of their own contributions to the Plan.

#### **Eligibility**

For employees hired after 2019, eligibility for the annual Retirement Account Contribution starts on the first of the month following six (6) months of accrued service. For employees hired after 2015 but before 2019, eligibility for the annual Retirement Account Contribution started with the pay period concurrent with the January 1 or July 1 following the completion of a year of service and attainment of at least age 21.

#### **Last Day of the Year Requirement**

You receive the annual Retirement Account Contribution if you are an active eligible employee on the last day of the year, including if you are on an approved leave of absence. However, you may still be eligible for the RAC if you terminated employment before the last day of the applicable year if your termination was due to death, voluntary termination at or after age 55 with at least five years of vesting service, or under circumstances that qualified you for benefits under the Alight Solutions LLC Severance Plan. These are the only exceptions; if you otherwise terminate employment before the last day of the applicable year, you will not receive the Retirement Account Contribution for that year.

#### **Amount and Crediting of the Annual Contribution**

The amount of the RAC is a fixed 2.5% of your accumulated match eligible pay beginning with the first pay period in the year in which you became match eligible, except for Plan Year 2020, your compensation is limited to compensation, for the plan year, paid on or following your entry date through May 31, 2020, if any, and shall exclude Compensation paid after May 31, 2020 provided that you also meet all the requirements stated in the Eligibility and Last Day of the Year Requirement sections. The RAC will be credited to eligible participants' accounts as soon as administratively practicable after the plan year's end (generally made in March). If a terminated eligible participant takes a full distribution of his or her account before the RAC is allocated, the participant's account will be reinstated with the prior investment election(s) to accept the new contribution. Payment to the former participant or beneficiary will be initiated if the balance is less than or equal to the \$7,000 force-out threshold.

Effective September 1, 2023, Alight suspended the RAC for colleagues at a manager job level or above, resulting in a pro rata rate for plan year 2024 based on eligibility. As of January 1, 2024, it was eliminated completely for the same group.

#### **Vesting for the Retirement Account**

Vesting refers to how much of the Retirement Account you own. See About Vesting for more information.

#### **Additional Provisions**

In addition to vesting, there are other 401(k) Plan provisions that apply differently to the Retirement Account. These differences are explicitly noted throughout the rest of the document or by omission. Please see Withdrawing Money from Your Account and Borrowing from Your Account.

# **Saving Through the Plan**

Once you become eligible to participate in the Plan, you may elect to contribute a certain percentage of your pay or a specified dollar amount from each regular paycheck to the Nan by saving:

- On a before-tax basis;
- On a Roth 401(k) basis;
- On an after-tax basis;
- A combination of before-tax and Roth 401(k) savings;
- A combination of before-tax, after-tax, and Roth 401(k) savings.

The combination of before-tax, after-tax, and Roth 401(k) savings cannot be more than 50% of your benefits-eligible compensation.

Your savings will be deducted from your pay and credited to your account under the Plan. You are always 100% vested in the value of your personal savings and related investment earnings.

## The Before-tax Advantage

The before-tax advantage of the 401(k) Plan enables you to save in a tax-efficient way. You pay no current federal income taxes and, in most cases, no current state or local taxes, on the money you save.

If you save on a before-tax basis through the 401(k) Plan, your base pay is reduced for income tax purposes, but not for purposes of calculating your other employer-provided benefits, such as life insurance, long-term disability, and other payrelated benefits. Your before-tax savings do not reduce your Social Security payroll withholdings or benefits.

# Roth 401(k) Savings

Roth 401(k) savings are permitted and are based on a percentage of your eligible compensation, or a specified dollar amount each regular paycheck. That amount is also deducted after taxes have been calculated. Roth 401(k) savings will not reduce the amount of your base pay that is considered for other benefits or Social Security tax. Investment returns on your Roth 401(k) savings accumulate on a tax-deferred basis and may not be taxed if withdrawn as described below.

#### Diversify Your Tax Strategy with Roth 401(k) Savings

A Roth 401(k) account may help you reduce your tax burden over the long run by allowing you to pay taxes on your Roth contributions to the 401(k) Plan when you make them rather than when you withdraw them. For example, if you expect your income, marginal tax rate, or both to rise substantially over time, you may be taxed at a lower rate today than you ever will be again, including during retirement.

To see how adding Roth 401(k) savings to your investment strategy can help you reach your retirement goals, you can use specially designed calculators available on the Plan web site referenced in <u>Account and Administrative Information</u>. Use the calculators to compare various savings strategies: contributing before-tax money, contributing Roth after-tax money, or contributing both before-tax and Roth after-tax to diversify your tax strategy. Remember not to exceed the Plan's contribution limit. You can find more information about all the Financial Health tools, on Alight Worklife > Financial Health

#### Roth 401(k) savings ARE eligible for Company matching contributions.

# **Regular After-tax Savings**

You may save through the Plan on an after-tax basis based on a percentage of your eligible compensation or a specified dollar amount each regular paycheck. That amount is deducted after taxes have been calculated. After-tax savings will not reduce the amount of your base pay that is considered for other benefits or Social Security tax. Investment returns on your regular after-tax savings accumulate on a tax-deferred basis.

#### Regular after-tax savings ARE NOT eligible for Company matching contributions.

## **Making Your Decision**

Once you decide how much to save, your next step is to decide how you wish to divide that total percentage or specified dollar amounts between before-tax, Roth 401(k), and regular after-tax savings. The elections you make will have different effects on your taxable income.

• When you save on a before-tax basis, you are reducing the amount of current taxable income by the amount of your savings. You will pay taxes on your before-tax savings and investment earnings when distributed.

- Roth 401(k) savings do not reduce the amount of your current taxable income. Roth contributions and their earnings will not be taxed when distributed if you leave the money in the Plan for at least five years and don't withdraw it until you are at least 59 <sup>1</sup>/<sub>2</sub>. Please note that any Company matching contributions and their associated earnings will be subject to any applicable taxes and penalties at the time of withdrawal.
- Regular after-tax savings do not reduce the amount of your current taxable income but will not be taxed again.

  Remember that even though your before-tax savings and investment earnings on before-tax and after-tax savings are not currently taxed, they will be when distributed. At that time, your tax bracket may be lower or higher.

Before deciding on how to save, you may want to:

- Review the Company matching provisions;
  - o Carefully review when you are eligible to ensure you are going to receive the maximum match.
- Review the tax advantages;
- · Review withdrawal limits and penalties;
- Examine how IRS restrictions may affect you;
- Consider consulting a licensed advisor; and
- Use the specially designed calculators available on the Plan website reference in <u>Account and Administrative Information.</u>

The following table summarizes key differences in the type of 401(k) contributions you can make to the 401(k) Plan.

Contributions at a Glance					
Contribution Type	Reduces Current Taxable Income	Eligible for Company Match	Contributions Taxed at Distribution	Investment Earnings Taxed at Distribution	Available to Highly Compensated Employees
Before-tax	Yes	Yes	Yes	Yes	Yes
After-tax	No	No	No	Yes	Yes
Roth	No	Yes	Your payroll contributions are not taxed at distribution. *	Investment earnings on your payroll contributions are not taxable if you leave the Roth savings in the Plan for at least five years and don't withdraw any money until you are at least age 59 1/2. **	Yes

<sup>\*</sup>Company matching and RAC contributions are taxable.

<sup>\*\*</sup>Investment earnings on Company matching and RAC contributions are taxable.

# **Changing Your Savings Rate**

You may change your savings rate as of any pay period. When you make a change, your election will take effect within one to two pay periods.

As your eligible compensation changes, whether by salary, bonuses, overtime, etc., the amount deducted from your paycheck **based on a percentage election** will be automatically adjusted to reflect that change. You may not elect different savings rates for several types of earnings. For example, you may not elect to save 6% of your salary and elect to save 2% of your bonus.

# **Stopping Your Savings**

You may stop saving at any time. Your savings are generally stopped within one to two pay periods after your election is made. You may later resume your savings as of any pay period.

Please see <u>Account and Administrative Information</u> for instructions on whom to contact for current procedures.

# **Investing Your Account**

#### **Your Investment Choices**

The Plan offers you a choice of investment options. The main options from which to choose are referred to as the **core options**. These options are professionally managed funds selected to cover a wide range of the investment risk and reward spectrum. This provides you with the ability to tailor an investment election that fits into your individual financial plan. For participants with more investment knowledge and experience who seek broader investment choices, the Plan further allows for a portion of your account balance to be invested in a self-directed brokerage account.

The Alight Solutions LLC U.S. Administration and Investment Committee ("USAIC") is responsible for selecting and monitoring the Plan's investment options. Correspondence to the USAIC can be directed to the Plan administrator referenced in Account and Administrative Information.

You may choose to invest your account balance in any or all the Plan's available options. You will receive detailed information on where to find information about the current plan investment options at or about the same time as your other enrollment materials.

The Plan allows you to make separate investment elections for your existing account balance and for future contributions. For example, you may invest your existing balance in three options but decide to invest future contributions in four different options.

Your investment results will depend on the options you choose. Any investment results credited to your account accumulate on a tax-deferred basis and are taxed only when they are paid to you, except potential earnings on Roth 401(k) contributions.

Your initial election to invest your contributions and the Company matching contributions is made in multiples of 1 percent among the available options.

#### **Changing Your Investments**

You may change the way your existing account and future contributions are invested on any day the U.S. financial markets are open. To make a change, contact the service provider at the Internet site or telephone number as instructed in <a href="Account and Administrative Information">Account and Administrative Information</a>.

If you complete an election for your future contributions, it will generally take effect the next business day. If you complete an election for your existing balances before the normal close of the New York Stock Exchange (NYSE) on any business day, it will take effect at the market close of that day. Otherwise, elections will take effect at the market close of the following business day. The NYSE normally closes at 4:00 p.m. Eastern time, but it may close at a different time due to holidays or other events.

#### **Changing Future Contribution Investment Elections**

You may change the way future contributions are invested in 1% multiples among the available core options. For instance, you may invest 43% of your contributions in one option and 57% in another option. When making your investment choices, your total elections must add up to 100%.

Changing your future contribution investment election will not change your existing balance investments.

#### **Re-allocating Existing Balances**

You may change your **past** savings and Company contributions and earnings thereon, which make up your existing account balance, in one of two ways. The first is referred to as re-allocating your existing balances.

When re-allocating your **existing** balances, you will need to specify the new target percentage for each of the available core options. Your elections must be in multiples of 1%. The service provider will then determine the specific amount of money to be transferred to complete your request. The applicable source balances will not include any outstanding loans or the self-directed brokerage account.

For example, suppose you originally elected to have 50% of your account invested in Fund 1 and 50% invested in Fund 2. Now you wish to change that investment election. You should re-allocate your account balance as follows:

- 10 percent in Fund 1;
- 15 percent in Fund 2;
- 62 percent in Fund 3; and
- 13 percent in Fund 4.

Your new election percentages must always add up to 100%.

Re-Allocating your existing account balance will not affect how future contributions are invested.

#### **Transferring Existing Balances**

The second way you may change your **past** savings and Company contributions and earnings thereon is referred to as transferring existing balances. When changing your existing balances this way, you transfer a specific amount of the balance in existing options in 1% multiples or to a separate target allocation consisting of any number of the available core options (in 1% multiples).

For example, you could transfer 43 percent of your total existing balance in Fund 1 as follows:

- 18 percent in Fund 2;
- 66 percent in Fund 3; and
- 16 percent in Fund 4.

While the amounts of the options from which you are transferring may be any amount from 1% to 100%, your target funds percentages must always add up to 100%. You must transfer a specific percentage; you may **also** transfer specific dollar amounts of particular investment options.

#### **Automatic Rebalancing**

Suppose that, to meet your retirement savings goals, you invest 40% of your money in options invested in bond funds and 60% in stock funds. Over time, those percentages may shift because the value of your investment's changes with the market. And, as your investment values fluctuate, they become either a larger or smaller percentage of your overall investment portfolio.

To help keep your retirement strategy on track, you have the option of having your account automatically rebalanced every 90 days according to your investment allocations on file for future contributions. This way, your asset allocation will remain the way you intended, regardless of market changes. To elect this feature, contact the service provider at the Internet site or telephone number indicated in Account and Administrative Information.

Certain investment options are subject to transfer restrictions and redemption fees. Before you elect the rebalancing feature, you should review each of your investment options carefully. Automatic rebalancing is not available if your investments are all in one fund. In addition, you must cancel automatic rebalancing prior to requesting a fund transfer.

# **Available Investment Options**

The investment options currently available are described in the 401(k) Plan Investment Guide provided with your enrollment materials. This guide is also available online or can be mailed to you upon request. Investment performance information is provided online and with your account statement. The underlying investments in each of the available investment options may be one or more or a combination of mutual funds, separate accounts, collective trusts, or other investments deemed appropriate. Investment options and underlying funds may be added, modified, or dropped at any time. Refer to the account statement, fact sheets, prospectuses, and other available descriptions and performance history. You may always contact the service provider for current information at the Internet site or telephone number indicated in <u>Account and Administrative</u> <u>Information</u>.

#### Self-directed Brokerage Account (SDBA)

Once you establish an account, you can transfer up to 50% of your 401(k) Plan account balance (excluding loan balances) to a self-directed brokerage account (SDBA).

You can invest in equities, mutual funds, and fixed income products. There are many types of securities in which you may not invest, such as options, futures, and precious metals. There may be additional charges associated with this account, including transaction fees for the purchase or sale of securities. Please contact the service provider for current information at the Internet site or telephone number indicated in <u>Account and Administrative Information</u> for the current information on available securities and fees.

#### Who Might Use an SDBA

Participants looking for the opportunity to invest in even more options may want to consider an SDBA. This account provides access to thousands of investment options, including equities, mutual funds, and fixed income projects. An SDBA is designed for advanced investors who have a good understanding of investment markets and sound knowledge of investment principles. While investing in an SDBA provides maximum flexibility, it also takes considerably more time, knowledge, and research.

This option is designed for maximum investment flexibility because it allows you to invest a portion of your 401(k) Plan account in individual securities. You should consider this option **only if you are a knowledgeable and experienced investor.** If you have used an investment broker before and are accustomed to actively managing your own money, this option may interest you. If you are unsure of your ability to invest your retirement funds, please consult an independent financial advisor.

We recommend you carefully read all the information provided about the SDBA when you request an account be established. You are assuming additional risk by selecting this option for your retirement account. You are responsible for your own investment decisions and any risks, including investment losses, associated with those decisions.

You will need to open an SDBA and transfer a portion of your 401(k) Plan account to it, before you can buy securities. To establish an SDBA, contact the appropriate service provider indicated in Account and Administrative Information. You will be provided with an application as well as detailed information about trading, associated fees, and commissions. Once your application is processed, you will receive additional information that will enable you to transfer funds from your core options to the SDBA and to place trades. For enrollment information, see the SDBA section of Account and Administrative Information.

# **Target Date Portfolios (TDP) Options**

The Target Date Portfolios, also called TDP Options, are a complete, diversified investment program made up of a mix of the core fund options available in the 401(k) Plan and supplemented by non-core fund options to achieve or enhance specific investment objectives. Once you elect a TDP Option, the TDP fund automatically rebalances to align with your retirement savings strategy as you near your expected retirement date.

Each option is designed for investors in a specific age range and/or tolerance for risk; you start by choosing the option that is right for you based on the year nearest to your projected retirement and then may modify it for more (later date) or less risk (earlier date).

## **Longevity and Risk**

The value of an investment can vary widely over time. Short-term results do not always give an accurate picture of long-term performance. A well-balanced portfolio with a proper asset allocation for your financial needs and risk tolerance is still the best defense against the daily market swings.

#### Who Might Choose a TDP Option

TDP Options are designed to help simplify investing decisions for your retirement savings. If you do not have the desire, time, or expertise to analyze each of the other available options, determine your tolerance for risk, make your elections, follow up on investment results, and rebalance as needed, a TDP Option may be the right choice for you.

You elect a TDP Option like any other available investment options. Once you have elected a TDP Option for some or all of your Plan balance, your investment path for that portion of your account is set. Your TDP Option will be automatically rebalanced and, as your target retirement date gets closer, your investment allocation automatically adjusts to a more conservative mix according to a preset schedule or "glide path."

The TDP Options have been selected to be the default investment for participants who do not make their own independent election. As such, it is considered a Qualified Default Investment Alternative (QDIA).

# **Investment Advice**

The 401(k) Plan can be a valuable source of retirement income and wealth creation. In addition to saving early and contributing the maximum allowed to the Plan, wise investing is the key to your wealth accumulation. To help you understand your options and choose wisely, the Plan offers investment advisory services and other tools. See <u>Account and Administrative Information</u> for details.

# Information about ERISA 404(c)

The 401(k) Plan intends to meet the requirements of Section 404(c) of the Employee Retirement Income Security Act (ERISA) and regulations issued by the U.S. Department of Labor (29 CFR Sec 2550-404(c)-1). To the extent that you choose how to invest your Plan assets under an ERISA Section 404(c) Plan, the fiduciaries are not liable for any losses that result from your investment decisions.

Information on each investment option offered under the Plan has been made available to you, including investment objective, risk characteristics, fees, and expenses. You may, upon request, receive the latest information made available to the Plan concerning annual operating expenses of each investment option, including investment management fees, administrative fees, and transaction costs that reduce the rate of return to participants and beneficiaries; the aggregate amount of annual operating expenses expressed as a percentage of average net assets of each investment alternative; copies of prospectuses and financial statements; and performance information relating to the value of shares or units, as well as past and current investment performance (net of expenses) for each alternative. You may obtain this information by contacting the service provider at the Internet site or telephone number indicated in Account and Administrative Information.

# **How Your Account is Valued**

The total value of each investment option available in the Plan is determined each business day that the U.S. securities markets are open. Each participant account is:

- Credited with your own savings and Company matching and Retirement Account Contributions;
- Debited for withdrawals;
- Adjusted for the realized and unrealized investment gains or losses of each investment option in proportion to the individual account balance within each investment option;
- Adjusted to reflect trading activity and the change in value of any individual securities held within the self-directed brokerage account; and
- Changed to reflect other activity including loans, transfers, fees, and other adjustments.

Each investment option may reflect accounting units or the underlying investment shares and the net asset value or applicable prices as may be determined by the accounting practices adopted by the Plan. You will receive annual statements summarizing your account activity. You may also obtain account balance information by contacting the service provider at the Internet site or telephone number indicated in Account and Administrative Information.

# **How Your Plan Balance Can Grow**

The 401(k) Plan offers you an opportunity to accumulate additional income for retirement. Your account grows through:

- Your before-tax savings
- Your Roth 401(k) savings
- Your Regular after-tax savings
- Company matching contributions
- Annual Retirement Account contributions
- Tax deferred investment results on all contributions (your account may experience investment gains or losses) Rollovers from qualified plans (including Roth 401(k) and regular after-tax)

# **About Vesting**

Vesting refers to how much of the Company's contributions, both matching and annual Retirement Account, and earnings thereon, in your account that you own.

# **Company Contributions**

If you are hired on or after January 1, 2016, you will vest in the Company matching contributions and annual Retirement Account Contributions after completing two years of service, as follows:

Completed Years of Service	Vested Percentage		
<2	0%		
2	100%		

## **Completed Years of Service**

Completed years of vesting service is based on elapsed time and does not include an age limitation or hours requirement. Typically, once new employees are hired in 2016 or later attain their two-year anniversary of continuous service with the Company or its subsidiaries or its affiliates) they will be 100% vested. In other words, if an employee's hire date with the company is June 15, 2017, he or she will become 100% vested if they remain an employee of the Company through to June 14, 2019.

While an employee, you also become 100% vested in your account when you reach age 65 or upon death while employed.

You are always 100% vested in your own savings and related investment earnings. These savings and investment earnings always belong to you. However, because of Internal Revenue Code requirements, there are Plan provisions that determine when you may make a withdrawal from the Plan as indicated in <u>Withdrawing Money from Your Account.</u>

If you worked at a company prior to May 1, 2017, which merged with Aon plc or one of its affiliates, see the vesting rules for your prior employer in the <u>Appendix A.</u>

# **Vesting Service Credits**

If you are on an approved leave of absence under the Family and Medical Leave Act or because of military service, you will receive vesting credit for the time off just as though you were actively at work, if you return to employment after the leave.

If you terminate employment because of a disability that is considered permanent under the terms of the Plan, you may become 100% vested in any remaining non-vested amounts. You must apply to the USAIC and receive a favorable determination to utilize this provision.

If you terminate employment and you are later rehired, your prior vesting service will be fully reinstated if you are rehired before five consecutive one-year breaks in service. If you have a break in service of five or more years and you are rehired, your prior vesting service will not be reinstated unless required by applicable law.

**Please note:** A one-year break in service occurs at the end of a consecutive 12-month period during which you are not credited with at least one hour of service.

If you terminate employment and are later rehired, contact the service provider indicated in <u>Account and Administrative</u>

<u>Information</u> about Plan provisions that affect your periods of continuous employment.

#### **Loss of Non-vested Benefits**

If you terminate employment before you are 100% vested in Company contributions, your non-vested account balance will be forfeited. The forfeited portion may be used to satisfy future Company contribution requirements, pay Plan expenses, or fulfill other purposes approved by the USAIC. You are always 100% vested in your own contributions to the Plan.

#### **Reinstatement of Non-vested Benefits**

If you return to employment before you incur five consecutive one-year breaks in service and did not receive a distribution of your vested account from the Plan, your forfeited account balance will be automatically reinstated upon you earning a year of service after your return to employment. If you received a distribution from the Plan, your forfeited balance will be reinstated only if you repay the amount of Company contributions (and earnings) that you had withdrawn. The distributions must be repaid to the Plan within five years of re-employment; otherwise, the forfeited amounts cannot be reinstated.

# **Withdrawing Money from Your Account**

The tax advantages of this Plan are intended to encourage you to save for retirement. Long-term savings are most effective when you leave your money in your account to grow through investment performance without being currently taxed. Making a withdrawal from the Plan will reduce the benefits available to you when you retire.

As a result, there are strict Plan and government restrictions and penalties for withdrawals while still an active employee or not near a typical retirement age. In limited consequences, Company contributions and your savings may be available for withdrawal as described below. Total withdrawals while you are working are generally not permitted unless you are age  $59^{-1}/_{2}$  or older.

If you were a participant in a Plan that merged with the Aon Savings Plan prior to May 1, 2017, you may have additional withdrawal options. Refer to the **Appendix** for more information.

#### **In-service Withdrawals**

While you are employed by the Company or one of the participating employers, the following payment options may be available to you:

- Age 59 <sup>1</sup>/<sub>2</sub> withdrawal;
- Roth age 59<sup>1</sup>/<sub>2</sub> withdrawal;
- After-tax withdrawal;
- Rollover withdrawal;
- Roth rollover withdrawal;
- · Disability withdrawal; and
- · Hardship withdrawal.

The minimum for each withdrawal is \$250 or, if less, the value of the applicable accounts including any investment earnings. For example, if your after-tax account balance is less than \$250 and you elect an after-tax withdrawal, you must withdraw all after-tax contributions and related investment earnings in your account. If investment losses reduce your total after-tax account below the amount of your contributions, only the value of your account will be available for withdrawal.

Withdrawals are subject to taxes, withholding, and rollover provisions. See <u>How Benefits Are Taxed.</u> Please consult your tax advisor for more information.

## Age 59'/2 Withdrawals

If you are actively employed and age 59  $\frac{1}{2}$  or older, you may request a withdrawal from your non-Roth balances. You will not be suspended from further participation, and you will not lose any Company contributions.

# Roth Withdrawals at Age 59 1/2

Roth withdrawals are subject to the same age  $59^{1}/_{2}$  provisions stated above for non-Roth balances. However, if you withdraw all or a portion of your Roth 401(k) savings at age  $59^{1}/_{2}$  but before you have held the money in your account for five years, the investment earnings will be subject to taxation, withholding and an early distribution penalty.

# **After-tax Withdrawals**

You may withdraw any after-tax balance in your account. If you retain any regular after-tax account balances for money contributed to the Aon Savings Plan before 1987, you may withdraw those savings without any taxable investment earnings. All other regular after-tax balances withdrawn will include a pro rata share of related earnings.

#### **Rollover Withdrawals**

You may request a withdrawal from non-Roth balances you rolled over from another plan.

#### **Roth Rollover Withdrawals**

You may separately request a withdrawal from Roth balances you rolled over from another plan.

# **Disability Withdrawals**

If you are entitled to long-term disability (LTD) benefits under the Company's LTD program and not considered separated from service, you can take a disability withdrawal. No additional documentation is required.

# **Hardship Withdrawals**

The IRS gives tax-preferred treatment to your before-tax contributions, Roth contributions, and Company contributions to encourage retirement savings. Because of this tax advantage, the IRS places restrictions on withdrawals from your account.

If you or your primary beneficiary has an immediate and heavy financial hardship that cannot be satisfied from other reasonably available sources, including other withdrawal options, you may apply for a hardship withdrawal. If approved, withdrawals are not available from all Plan balances either because they are restricted by the Internal Revenue Code, for instance - safe harbor matching contributions or Plan limitations (which apply to accounts like the Retirement Account) or an investment option like the self-directed brokerage account. Available balances are withdrawn in the order listed in Account and Administrative Information.

#### **Amounts Available for Hardship Withdrawal**

Access the Plan website for more information on the amount available and to initiate the process. The maximum amount available is limited to the amount needed to meet the financial hardship. Examples of qualifying expenses for financial hardship include:

- Necessary medical expenses for you, your spouse, your non-spousal beneficiary, or your dependents;
- College tuition for you, your spouse, your non-spousal beneficiary, or your dependents;
- Funeral expenses for an immediate family member or non-spousal beneficiary; or
- The purchase of a primary home (excluding mortgage payments) or the prevention of eviction or foreclosure.

A current list of allowable reasons is available in <u>Account and Administrative Information</u> where you can also get other details. Allowable reasons for hardship withdrawals may change in the future. You must meet the requirements for financial hardship in effect at the time of withdrawal. Written application for all hardship withdrawals will be approved in accordance with IRS regulations and Plan guidelines. You will be required to provide a full financial disclosure and demonstrate:

- That a financial hardship exists;
- The dollar amount of the hardship;
- That you cannot obtain these funds elsewhere; and
- How the withdrawal will be used to alleviate the hardship.

#### **Tax Treatment**

Withdrawn taxable amounts are subject to standard federal income tax. Some or all of the distribution may be subject to mandatory federal tax withholding. If you make a withdrawal before age 59<sup>1</sup>/<sub>2</sub>, your withdrawal may also be subject to an early withdrawal excise tax. Your withdrawal request may include the amount needed to cover these taxes plus the financial hardship. See <a href="How Benefits Are Taxed">How Benefits Are Taxed</a>. Please consult your tax advisor for more information.

# **Borrowing from Your Account**

You may borrow money from the Plan for any reason if you have the necessary funds in your account.

#### **Loan Amounts**

In general, the maximum you can borrow is the lesser of:

- 50% of your vested account balance; or
- \$50,000, reduced by the highest outstanding loan balance during the 12 months before the date the loan is made.

Note: While Roth, Retirement and SDBA balances can be used as part of the base on which the maximum loan amount is calculated, funds in these accounts cannot be used for the actual loan. As a result, if your vested balance excluding Roth, Retirement and SDBA funds is less than the calculated maximum loan amount, the actual loan amount will be limited to your non-Roth, non-Retirement and non-SDBA vested balances. Example: If your vested Roth balance is \$3,000 and your vested non-Roth balance is \$1,000, the calculated maximum loan is  $2,000 (33,000 + 1,000 = 4,000 \times 50 \text{ percent})$ , but since your vested non-Roth balance is only \$1,000, your actual loan could only be \$1,000.

The security for your loan is your vested account balance, less the balances in the Roth Accounts, Retirement Account, and self-directed brokerage account.

You may have no more than one loan outstanding at any time. If you want to take another loan from the Plan, you can do so following the repayment of your previous loan, subject to administrative requirements.

Loan amounts are taken on a pro rata basis from all investment funds and all sources, excluding the Retirement Account, Roth 401(k), Roth Rollover, and SDBA, except that for the period beginning on December 21, 2018, and ending on September 24, 2020, the Retirement Account was included.

#### **How the Interest Rate Is Determined**

The interest rate for your loan will be equal to 1% plus the prime rate as reported in the "Money Rates" section of *The Wall Street Journal* for the 15th day of the month preceding the month in which you requested the loan. For example, if you apply for a loan on July 7, the interest rate on your loan would be 1% plus the prime rate as reported in *The Wall Street Journal* for June 15.

## **Repaying Your Loan**

The money you borrow, plus interest, is repaid through after-tax payroll deductions. Your repayments will begin within two payroll periods following the date you requested the loan.

You can repay your loan over a period of up to five years. For general loans, you can choose a repayment period from 12 to 60 months. For loans to purchase your primary residence, the repayment period can be up to 15 years.

You may pay off any existing loan early by repaying the entire outstanding balance in one sum. Call the service provider indicated in <u>Account and Administrative Information</u> for the current amount of your remaining balance and instructions about how to repay the outstanding balance. You may not accelerate the due date of a Plan loan by making higher payments than you otherwise would have been required to make.

#### **How Repayments Are Invested**

Your repayments are invested in the Plan in the same manner as your current savings. For example, if you elected to have 25% of your savings invested in Fund 1 and 75% invested in Fund 2, 25% of your repayments will be allocated to Fund 1 and 75% will be allocated to Fund 2.

# How to Apply for a Loan

You may apply for a loan at any time. Additional information about who to contact and how to apply for a loan appears in <u>Account and Administrative Information</u>.

# **Loans to Purchase a Primary Residence**

Residential loan application materials are also available. Contact the service provider indicated in <u>Account and Administrative Information</u> to request a residential loan application. (It is not necessary to request a residential loan if you plan to pay back your loan in five years or less.) Residential loan application materials include:

- A loan application form; and
- Information about the required documentation necessary for evidence that the loan is being used to purchase your primary residence.

After completing the loan application and obtaining the required documents, send them to the address shown in <u>Account and Administrative Information</u>.

When the application has been reviewed and approved, a confirmation of the loan amount and the repayment amount will be sent to you with a promissory note and Truth-In-Lending Disclosure Statement. The statement must be signed and returned with the appropriate documentation for the loan to become effective.

Once your completed application and all required documentation are received and approved, your check will typically be mailed within three business days. If the documentation is incomplete or the promissory note is returned after the expiration date, the loan may be delayed or rejected.

#### **Loan Defaults**

#### While an Active Employee

It is your responsibility to make sure your loan deductions start and that you do not miss any payments. You must contact the service provider indicated <u>Account and Administrative Information</u> within 30 days if a scheduled deduction is not made from your paycheck.

If you do not make payments on your loan while an active employee, even if your nonpayment is due to an error on the part of the Company or Plan administrator, your loan may become entirely due and payable and go into default. Your entire loan will be considered in default if scheduled payments are not made by the last day of the calendar quarter following the quarter in which the payments were initially not made. For example, if you last made a scheduled payment on May 15, your loan will default on September 30. Once the loan is in default, you must repay the entire outstanding balance, or you will be unable to take a future loan.

This type of default will result in a deemed distribution and will be reported to the IRS as a taxable event. You will receive a Form 1099R reporting the taxable distribution amount. The taxable distribution resulting from this type of default will not be eligible to roll over.

#### While on Leave of Absence

If you are on an approved and unpaid leave of absence, including a Family Medical Leave of Absence, it is your responsibility to continue making payments toward your outstanding loan balance. You should contact the Company within 30 days of the start of your leave to make the necessary arrangements. Effective April 1, 2019, employees on an unpaid leave of absence are now able to use the Plan's electronic direct debit for loan repayments. If scheduled payments are not made by the last day of the calendar quarter following the quarter in which the payments were first due, your entire loan will be considered in default.

If you are on an approved leave of absence because of a national emergency requiring governmental or military service, your loan repayments may be suspended as permitted by federal regulations. If so, your payments will restart, and the terms of your loan will be reinstated provided you return to employment after the leave. The loan must be repaid in full, plus additional accrued interest, by the end of the period equal to the original term of the loan plus the period of such governmental or military service. However, the service provider reduces the interest rate (if the rate is over 6%) when you go from paid to unpaid leave.

Effective May 14, 2020, the Plan adopted the portion of the Coronavirus Aid, Relief, and Economic Security (CARES) Act provision allowing a participant to suspend repayments through December 31, 2020. On January 1, 2021, all loans suspended under the CARES Act were re-amortized and reinstated.

#### **After Termination of Employment**

Prior to April 1, 2019, if you terminated employment with an outstanding loan balance, the loan was due and payable at the end of the grace period. If this amount was not paid by the last day of the calendar quarter following the quarter in which your termination results in a missed payment that quarter, your loan was considered in default. Effective April 1, 2019, your loan will be permitted to be repaid over its original loan terms, rather than becoming immediately due and payable at the end of the grace period. Former employees are now able (in certain cases) to use electronic direct debit for their loan payment.

For example, prior to April 1, 2019, if you terminated employment on August 15, missed the payment on August 30, and the outstanding balance of your loan was \$1,000, you had to pay \$1,000 to the Plan by December 30 to avoid default unless you first request full payment of your account. Otherwise, your outstanding loan balance was offset to satisfy the repayment requirement, and you were still subject to taxation. Alternatively, effective April 1, 2019, assuming your loan meets certain requirements, you may continue making your loan repayments by having them directly debited from your bank account.

If you request a payment prior to the loan default and the loan is offset, to continue to defer taxation, you may roll over an amount equal to the outstanding loan balance to an IRA or qualified plan if you have the funds from other sources. If you do not roll over the amount due on your loan, you will owe taxes on that amount. Under certain circumstances, you may be able to roll over a loan note and continue payments. This would require that you roll it over to a new plan, which has provisions that accept loan note rollovers.

If the loan defaults because you fail to repay the outstanding balance, choose not to have your repayments directly debited from your bank account, or it is offset when you request payment, the outstanding balance of the loan will be reported to the IRS as a taxable distribution. You will receive a Form 1099R reporting the taxable amount.

If you have a pending loan foreclosure and are rehired by the Company:

- Within 31 days: The foreclosure is cancelled and payroll deductions restart.
- After 31 days: Foreclosure continues until the outstanding loan balance is repaid.

#### **Loan Considerations**

The loan interest rate you pay should be compared to the potential earnings rate of the funds in which you invested. The interest you pay on the loan replaces the investment earnings you could have earned if you had not taken a loan.

When you remove funds from your account, for even a short period, you are losing the before-tax investment returns you would have received had those funds remained invested in the Nan. In addition, when you repay a loan from the Plan, you repay with after-tax dollars. When you retire, or later take a distribution from the Plan for any reason, those after-tax dollars you used to repay your loan will be taxed again as part of the distribution.

# **Account and Administrative Information**

## **Plan Administrator**

The Plan Administrator is the Alight Solutions LLC U.S. Administration and **Investment** Committee ("USAIC"), which oversees the Plan's activities. The Committee members are appointed by the Board of Managers of the Company. The Committee delegates various aspects of the day-to-day responsibility to other departments and service providers outlined throughout this section. If you want to contact the USAIC or have questions or concerns with any of the service providers, you can call the Company's HR Service Center at **1.833.444.HR4U (4748)** from 8:00 am to 4:30 pm Central time, Monday through Friday, or write to:

Alight Solutions LLC HR Service Center 320 South Canal Street Chicago, IL 60606

# Recordkeeper

The service provider who maintains your account's records and related activity is called the recordkeeper. The Plan has secured the services of Alight Solutions LLC in this capacity. Alight Solutions LLC is your primary contact for most questions and transactions. You may speak with a live representative or access your account via touch-tone telephone or the Alight Worklife website.

#### Alight Solutions LLC toll-free telephone number: 1.833-444.HR4U (4748)

HR4U Customer Service Representatives are available between 8:00 am and 4:30 pm Central time, Monday through Friday via the **Alight Worklife website**: <a href="http://digital.alight.com/alight">http://digital.alight.com/alight</a> **Mobile App**, or by mail at

## **Alight Solutions HR Service Center**

Dept 16581 PO Box 299100

Lewisville, TX 75029-9100

To use Alight Worklife, you must enable your browser with JavaScriptTM, cookies, and 128-bit Secure Sockets Layer (SSL) encryption.

You can access Alight Worklife 24 hours a day, seven days a week outside scheduled maintenance periods. By accessing Alight Worklife, you can:

- Review your personal, financial institution, and log-on information.
- Access your Secure Mailbox
- Review your account summary.
- Access plan information, forms, and materials
- Review your recent requests.
- Make or change your beneficiary designation
- Access financial solutions and education
- Review your investments, including transition history, past transactions, and fund prospectuses
- Manage your investments, including modeling and changing your investment mix.
- · Protect and secure your account from fraudulent activity and identity theft
- Open and manage your brokerage account
- Change contributions and view contribution details
- Take a loan, withdraw, or roll over money, and view post withdrawals
- . Print an account statement, and
  - Access tools and calculators

You may also call the Company's HR Service Center, once you have provided your user Id and password, you will be prompted through a menu of options.

- When you contact Alight Solutions, whether on Alight Worklife or by phone, you will need your:
- User Id
- Password

Your initial password will be provided or described with your original 401(k) enrollment materials. You will be prompted to change your password when first contacting Alight Solutions. Contact Alight Solutions for additional security options.

A multi-layer security system protects the confidentiality of your elections and account information.

#### **Plan Sponsor**

The Plan sponsor for the 401(k) Plan is Alight Solutions LLC.

Alight Solutions LLC

320 South Canal Street Chicago, IL 60606

For Human Resources and employee benefits questions and transactions, active and former employees should contact the Company's HR Service Center.

### **Plan Year**

The plan year, for accounting and all reports to the U.S. Department of Labor and other regulatory bodies, ends on December 31 of each year. See <u>Last Day of the Year</u> used for other Plan purposes.

### **Plan Identification**

The Company's employer identification number (EIN) is assigned by the Internal Revenue Service and is 362235791. The 401(k) Plan, a defined contribution 401(k) Plan (also ERISA section 404(c) Plan), also has a Plan identification number assigned by the Company of 001. You should use both numbers when inquiring about this Plan.

# **Funding**

Plan assets are held in a trust and, as such, are independent of the assets of the Company. The Plan is funded on a current basis by your and the Company's contributions.

## **Trustee**

The trustee for the Plan is:

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

# **Agent for Service of Legal Process**

To take legal action because of a dispute relating to the Plan, you may contact the agent of service of legal process:

EVP and Chief Human Resources Officer Alight Solutions LLC 4 Overlook Point Lincolnshire, IL 60069 1-847-295-5000

Legal process also may be served on the Plan administrator or the Plan trustee.

## **Administrative Expenses**

In general, Plan administrative expenses will be allocated in accordance with how the expense relates to the Plan. An expense that is specific to one or more investment options will typically be charged only to the relevant options. These expenses may be reflected in the net asset value or entail a separate debit to affected accounts. A trustee fee may be determined based on total funds administered, which may impact participant accounts pro rata, based on the respective size of account balances. Administrative fees charged by the recordkeeper, other administrative expenses incurred as part of normal Plan operations, and certain legal and other expenses to the extent allowed by the Department of Labor may be charged to participant accounts. Plan policy limits this type of charge to active employee accounts greater than \$100 and would typically be calculated on a per capita basis-that is, all accounts pay the same amount. Accounts of terminated employees will be charged regardless of balance.

## **Enrollment Transactions**

#### **Automatic Enrollment**

Once your eligibility has been determined, Alight Solutions will send an Automatic Enrollment Notice and other Plan materials, in the mail or electronically, within a few days. This notice and other materials will provide more information and instructions for enrolling or waiving participation in the Plan. If no action is taken within 37 days from receipt of your hire or eligibility information by the recordkeeper, you will be automatically enrolled in the Plan with an initial contribution rate of 3% of your eligible pay on a before-tax basis.

At or about the same time, you will have access to information about the available investment options. These materials should help you select the appropriate investments for your savings. If you do not make an election, your savings, Company matching contributions, and Retirement Account Contributions will be invested in the Target Date Portfolio (TDP) Option based on your date of birth. The TDP Options are the Plan's Qualified Default Investment Alternatives (QDIA). For more information, see <u>Investing in Your Account.</u>

Your initial beneficiary designation and any changes should be made or updated by using Alight Worklife or by contacting the Company HR Service Center. If you are married and designating someone other than your spouse as a primary beneficiary, you will be prompted to complete, notarize, and return a paper form.

If your most recent beneficiary designation was submitted under the Aon Savings Plan before May 1, 2017, it transferred to the Plan.

Subsequent savings rate changes must also be made through Alight Worklife or by contacting the Company HR Service Center Please be aware that changes to your savings rate will be subject to pay schedules and may take up to 30 days to be reflected in your paycheck.

# What Are Qualified Default Investment Alternatives (QDIAs)?

QDIAs are investment options provided by plan sponsors to receive contributions from participants who can direct the investment of their plan accounts but do not make an affirmative investment choice. QDIAs are available for automatic enrollment programs, as well as when participants do not choose investments in situations such as a plan merger or transfer, or elimination of an investment alternative. You can opt out of the QDIA at any time by simply making your own investment elections.

#### 90-Day Opt-Out Period

If you are automatically enrolled in the Plan, you have 90 days from the date your first automatic contributions were deducted from your paycheck to opt out and request a withdrawal of your prior automatic contributions. The amount you withdraw will be adjusted for any gains and losses. If you do not opt out during the initial 90-day period, you may still cancel your participation in the Plan, but you may not request a withdrawal of your contributions. Contact the Company HR Service Center at the telephone number provided in this section.

#### **Default Automatic Rate Escalation**

Savings rates for employees who are automatically enrolled are set to automatically increase by 1% each year until the contribution rate reaches a maximum of 9%, according to the following schedule:

Employees hired from April 1 through September 30 Contributions rates will automatically increase by 1% on the following April 1, then again, each year on April 1, until the maximum of 9% is reached.

Employees hired from October 1 through March 31 Contribution rates will not automatically escalate until April 1 following your one-year anniversary.

•f Automatic Rate Escalation Dates		
Date of Hire	Date of First Automatic Contribution Rate Increase	
July 10, 2020	April 1, 2021	
November 10, 2020	April 1, 2022	

You will also receive information on how to designate one or more beneficiaries to receive your account balance in the event of your death. If you do not make this election, your beneficiary will default to your spouse if you are married or to your estate if you are not married. For more information, see <u>Survivor Benefits</u>.

### **Voluntary Automatic Rate Escalation**

You may voluntarily request to automatically increase your before-tax, regular after-tax, or Roth 401(k) contributions at a pre-set percentage annually. You can choose the percentage by which you want your rate to increase as well as your elected target percentage you want to reach. Automated rate escalations will occur on April 1 unless you choose another month.

For example, if you have a contribution rate of 8 percent in 2021 and you want to increase this rate by 3% annually until you reach 15%, the automatic contribution rate escalator will increase your rate as follows:

- April 1, 2022\*: 11 percent
- April 1, 2023\*: 14 percent
- April 1, 2024\*: 15 percent (automatically increases until it reaches the target rate) \*

The convenience of contribution rate escalation can help keep your retirement savings on target. Increasing your savings rate regularly can also help protect it from inflation.

Please note that catch-up contributions cannot be automatically increased.

## **Specified Dollar Elections**

Your initial and any subsequent elections are made through Alight Solutions. You have the option to elect a percentage of your pay to be deducted for your regular contributions which will apply to all forms of eligible compensation. You also have the option to elect a specified dollar amount **per regular paycheck** (e.g., special bonus or off-cycle (non-regular) paychecks will not have deductions based on a specified dollar election). You may only use a specified dollar amount to elect catch-up contributions. You can increase, decrease, stop, or restart your election at any time.

Your specified dollar election will continue each regular paycheck, including to the next year, unless you make a new election, whether for regular or catch-up contributions. Please refer to <u>Special Maximums and Limits</u> for more information.

All elections are subject to final review by the Company. If there are earnings or deduction limits on your paycheck that prevent your full deduction, your election will be considered invalid. Please be sure to carefully review your confirmation statement and paychecks after you make your election and report any errors promptly.

## **Investment Transactions**

All transactions with the core investment options are made on the Alight Worklife website or by contacting the Company HR Service Center. When you become eligible to participate, whether as a new employee or later, you will receive materials describing the enrollment process and the available investment options. If you do not receive the

<sup>\*</sup> This will be April 1 or the month you selected

investment materials, you can find them online or request printed copies by calling the Company HR Service Center. If you do not make an independent investment election, your future contributions will be automatically invested in one of the Plan's TDP Options.

When you wish to make another investment election, whether to re-align, transfer existing balances, or make a new future contribution election, changes made before the normal close of the NYSE on any business day will take effect at the market close of that day. Otherwise, elections will take effect at the market close of the following business day. The NYSE normally doses at 4:00 p.m. Eastern time but may dose at a different time due to holidays or other events.

Under certain circumstances, an election to transfer or re-align balances may not be completed on the day you request because of trading limitations, temporary liquidity shortfalls, or other market conditions. If this situation occurs, your request will be completed on the next business day when the limiting condition is resolved.

## **Alight Advisory Services**

Online Advice: You have unlimited access to retirement planning took, including investment advice, savings calculators, and suggestions tailored to your individual savings goals, provided by Alight Financial Advisors LLC (AFA) powered by Edelman Financial EnginesTM. This service is available by accessing Alight Worklife at <a href="http://digital.alight.com/alight">http://digital.alight.com/alight</a>, click on "Portal to Your Savings & Retirement" and select "Get Investment Advice."

An Online Advice fee of \$1.20 is deducted each year from all Plan accounts (\$0.30 per quarter) whether or not you access the service. Effective April 1, 2024, this fee has been removed for all participants. **Professional Management:** You can choose to receive discretionary investment management services from AFA using the Alight Professional Management program, powered by Edelman Financial EnginesTM. The program's financial experts select and monitor a diversified retirement account portfolio and provide you with innovative planning and objective investment services based on your individual needs. AFA will manage your account and make changes as needed to help you achieve your retirement goals. This service is available by accessing Alight Worklife at <a href="http://digital.alight.com/alight">http://digital.alight.com/alight</a>, click on "Portal to Your Savings & Retirement" and "Get Investment Advice."

Professional Management is a for fee service. The fee will be deducted from your account each month and will be prorated for the days you are enrolled, and based on your account balances as follows:

.4 '-Amount		
of Account Balance	Monthly	Annually
\$100,000 or less	0.0292%	0.35%
Over \$100,000	0.0167%	0.20%

You may choose to cancel Professional Management at any time by calling the Company HR Service Center and speaking with an Alight Investment Advisor.

AFA provides specialized tools to help you with your retirement planning. These include:

- The Interactive Social Security Planner that helps you decide upon the best strategy to commence your Social Security payments.
- If you are at least age 55 and within seven years of your anticipated retirement age, the Personalized Retirement Income Planner can help you prepare an Income Plan that includes your retirement account(s) with the Company, Social Security, and any other accounts you have added to your profile (such as an IRA).
- If you are enrolled in the Professional Management program, AFA can help set up monthly payments from your account in retirement.

These tools are available by accessing Alight Worklife at <a href="http://digital.alight.com/alight">http://digital.alight.com/alight</a>, click on "Portal to Your Savings & Retirement" and select "Get Investment Advice."

#### **Personal Advisor**

AFA provides access to the Personal Advisor service through Edelman Financial EnginesTM. With Personal Advisor, you can work with a dedicated Edelman Financial EnginesTM planner to help manage your assets held outside the Plan. This additional service will help you achieve your broader financial goals - beyond retirement. Fees are assessed by Edelman Financial EnginesTM for management of the non-retirement plan assets.

See the program "Terms & Conditions" for eligibility requirements and full details. Neither AFA nor Edelman Financial EnginesTM guarantees any particular investment result. In referring individuals to Edelman Financial EnginesTM for their Personal Advisor service, AFA is acting in a solicitor's capacity, as defined under Rule 206(4)-3 of the Advisors Act. Please consult your financial, legal, and/or tax advisor if you have questions about your own situation.

## **Withdrawal and Distribution Transactions**

All withdrawal (i.e., in-service payment) and distribution (post-service payment) requests are processed by Alight Solutions. Most withdrawal requests are initiated and completed on the Alight Worklife website or by contacting the Company HR Service Center. These include termination distributions, in-service age 59<sup>1</sup>/<sub>2</sub> withdrawals, and inservice after-tax withdrawals. For most withdrawals, the process is paperless except for the check. Tendering the check indicates your acceptance of the payment.

If your request for payment is the result of termination of employment (regardless of reason, e.g., retirement, voluntary, job elimination, etc.), it may take several business days for the Company to provide the recordkeeper with your termination date and final payroll contributions. Your termination distribution cannot be made until this process is completed. Therefore, your final distribution cannot be initiated until 32 calendar days following your termination date. For this reason, you should plan accordingly. Your account balance may fluctuate

between the time you request a distribution, and the time funds are actually distributed. If you are concerned about potential investment losses during this period, you may want to change your investments to reflect on your acceptable level of risk before you request a distribution.

Under certain circumstances, your request to receive a distribution may not be completed on the day you request because of trading limitations, temporary liquidity shortfalls, or other market conditions. If this situation occurs, your request will be completed on the next business day when the limiting condition is resolved.

## Age 59<sup>1</sup>/<sub>2</sub> Withdrawals

If you are actively employed and age 59  $^{1}/_{2}$  or older, you may request various in-service withdrawals. The first is the non-rollover age 59  $^{1}/_{2}$  withdrawal. The different characteristics of money that make up your overall Plan balance maintained in the Alight recordkeeping systems require various sub-accounts to accurately reflect the provisions allowed by the law and the Plan. The names reflecting these sub-accounts are listed below, the sub-accounts from which age 59  $^{1}/_{2}$  withdrawals are allowed and will be depleted proportionally:

- After-tax rollover;
- After-tax;
- Before-tax;
- Prior Company 3 Year;
- Company matching;
- Company 5 Year;
- Retirement Account;
- Prior Company 100%
- Rollover; and
- Qualified non-elective contributions (QNECs).

These sub-accounts are not depleted using a non-rollover age 59 ½ withdrawal type:

- · Prior Employee MPP;
- Roth 401(k); and
- Roth rollover.

### Roth Withdrawals at Age 59 1/2

An age 59 ½ Roth balance withdrawal will deplete sub-accounts in the following order:

- Roth rollovers; and
- Roth 401(k).

### **Rollover Withdrawals**

A withdrawal from non-Roth balances from another plan will deplete sub-accounts in the following order:

- · After-tax rollover; and
- Rollovers.

#### **Roth Rollover Withdrawals**

A separate request to withdraw Roth balances rolled over from another plan will only deplete:

· Roth rollovers

## **Hardship Withdrawals**

Hardship withdrawals are approved based on safe-harbor reasons established by IRS regulations and other guidelines established by the Committee. These withdrawals require that you complete an application form and provide full financial disclosure. The form is requested through the Alight Worklife website or by contacting the Company HR Service Center. It generally will be mailed within three to five business days. If approved, payment will generally be mailed within two business days after the withdrawal has been processed. If you have any funds in the self-directed brokerage account (SDBA), additional transactions and processing time will be required. Details are supplied with the SDBA enrollment materials. Your application form will indicate the amount available under this provision and the allowable reasons. These reasons are as follows:

- College tuition, related educational fees, room and board;
- Prevention of mortgage foreclosure or eviction from your principal residence;
- Funeral/burial expenses;
- Purchase or construction of your principal residence;
- Unreimbursed medical expenses;
- Home repairs or replacements from unforeseen events causing damage;
- Expenses and losses (including loss of income) incurred on account of a disaster declared by the Federal Emergency Management Agency (FEMA). (In addition, expenses and losses, including loss of income, incurred on account of Hurricane Florence and Hurricane Michael through March 15, 2019.)

If you are approved, hardship withdrawal sub-accounts will be depleted in the following order:

- After-tax rollover;
- After-tax;
- Rollover;
- Prior Company 100%;
- Company 5 Year;
- Qualified non-elective contributions (QNECs) credited to an employee's account before January 1, 1989
- Before-tax;
- Roth rollover; and
- Roth 401(k).

Your application will include instructions and information on the documentation that it is necessary to provide in order that your request be considered. Your request cannot be considered until the required documentation and financial disclosure is complete.

If you are approved for a hardship withdrawal, IRS safe-harbor provisions require that you are suspended from making contributions to this Plan or any other voluntary deferred compensation plan or stock purchase plan maintained by the Company (including the Alight Solutions LLC Deferred Compensation Plan) for at least six months. Effective January 1, 2020, the six-month suspension was removed under the Bipartisan Budget Act. **Default IRA Rollover Provider** 

If you leave the Company, and either or both of your non-Roth or Roth account balances are between \$1,001 and \$7,000 (less any rollover balances), the applicable account(s) will be automatically rolled over to an IRA. Effective April 1, 2024, the Plan adopted an Auto Portability Program that allow for certain automatic portability transactions pertaining to the participants forced out distributions by amending particular sections of the Plan document to provide for the transfer of certain terminated participant assets to a Safe Harbor Individual Retirement Account (SHIRA) established by Retirement Clearing House (RCH) in connection with the Portability Services Network (PSN) Auto Portability Programs (Program) and to authorize RCH to initiate transfers to the Plan from RCH SHIRAs established in connection with the Program."

The Plan's default IRA provider is:

Millenium Trust (Until 6/30/2024) 1-877-682-4727

RCH Service Center

IRA Service Assistance 888-472-7678

General Information 888-600-7655

3545 Whitetail Corporate Center V

Suite 400

Charlotte, NC 28273

## Balances of \$1,000 or Less

If you have non-Roth or Roth balances less than or equal to \$1,000 at termination of employment, your eligible account(s) will be cashed out directly to you. If your balance is forced out of the Plan and you do not have an outstanding loan, then the force-out will occur at the end of the quarter, following the quarter in which you separate from service. If your balance is forced out of the Plan and you do have an outstanding loan, then the force-out will occur at the end of the quarter, following the quarter in which you first miss a loan repayment.

## **Loan Transactions**

General loans (those with a one- to five-year repayment period) are initiated on the Alight Worklife website or by contacting the Company HR Service Center. Checks are mailed within two business days of submitting your request. The process is paperless except for the check; signing the check indicates your acceptance of the terms of the loan.

Applying for a residential loan (between five and 15 years to repay) is entirely a paper process. To start the process, visit the Alight Worklife website or contact the Company HR Service Center to request a loan application and promissory note. You will be mailed a promissory note and Truth-in-Lending Disclosure Statement detailing the loan terms. The statement must be signed and returned to the Company HR Service Center with the correct supporting documentation within 30 days (about 4 and a half weeks). If the documentation is incomplete or the promissory note is returned after the expiration date, the loan will be rejected. If approved, the loan check will be mailed within two business days. There is no administrative fee charged to process a loan.

You may not repay an existing loan with a new loan. You must repay all outstanding loans before taking out a new loan. Administrative requirements may include a waiting period to allow proper processing of

**transactions.** Please review relevant loan documents or call the Company HR Service Center for additional information.

**Claims and Appeals** 

Claims are administered by Claims and Appeals Management, a group within Alight Solutions. To file a claim, you or your authorized representative should request a Claim Initiation Form from the Company HR Service Center at 1.833.444.HR4U (4748) and return the completed form to:

Claims and Appeals Management

Alight Solutions
Dept 16581
P.O. Box 299107
Lewisville, TX 75029-9107

You will be notified of the outcome of your claim and any additional instructions, and if necessary, information about submitting an appeal, in writing. You may also contact Claims and Appeals Management for any other information about claims and appeals. Additional information regarding claims and appeals can be found in Applying for Benefits.

**Domestic Relations Orders** 

If you are a participant or the spouse of a participant and enter divorce proceedings, you may secure a domestic relations order to divide the marital assets accumulated in the 401(k) Plan. Before the Plan can act on this, the order must be qualified. The resulting document is referred to as a Qualified Domestic Relations Order (QDRO). A unit of Alight Solutions specializes in this process and has been retained by the Plan to provide these services. As a result, if you have already pursued or will be pursuing this course of action, you will need to contact the Qualified Order Center at <a href="https://www.gocenter.com">www.gocenter.com</a> or via telephone at 1.833.444.HR4U (4748). The mailing address is:

Alight Solutions

Attn: Qualified Order Team

PO Box 299088

Lewisville, TX 75029-9088

Self-directed Brokerage Account (SDBA)

Alight Financial Solutions LLC (AFS), member FINRA/SIPC, administers the SDBA for the 401(k) Plan. If you understand the risks to using this provision and elect to participate, visit the Alight Worklife website at <a href="http://digital.alight.com/alight">http://digital.alight.com/alight</a> to establish an account.

You may also submit an enrollment form, available on Alight Worklife and fax or mail it to:

Alight Financial Solutions LLC

P.O. Box 563901

Charlotte, NC 28256-3901

Fax: 1-847-554-1444

An account will be established for you in one to two business days of receiving your enrollment form. Once your

account is set up, you will receive additional information from AFS on how to access your account, trading,

commissions, fees, and other essential information.

Access to the SDBA is available via Alight Worklife or directly at www.alightfinancialsolutions.com (with a

separate user ID and password). You can only fund your SDBA by transferring money from your core investment

options using Alight Worklife or by speaking with a Customer Service Representative. Transfers completed before

3:00 p.m. Central time will be processed the same business day, and your money will be available for trading in

your SDBA the following business day. Transfers completed after 3:00 p.m. Central time will be processed the

next business day, and your money will be available for trading in your SDBA on the second business day

thereafter.

Once funded, you can trade in your AFS SDBA online, through the Interactive Voice Response (IVR) system, or by

contacting an Alight Financial Solutions Investment Specialist at 1-800-890-3200. Please review all information

before setting up and funding SDBA. You should also review relevant mutual funds prospectuses or other security

investment materials before investing.

You cannot withdraw funds or request a loan directly from your SDBA. You must first liquidate securities and wait

for the trades to settle and move to the money market before requesting a transfer back to the core investment

options. Once the funds are back in the core investments, you can initiate a loan or withdrawal.

**Last Day of the Year** 

If you terminate employment or start a personal leave of absence between December 15 and December 31 of a

particular year, for 401(k) Plan purposes, you will be considered actively employed on the last day of the plan

year in determining eligibility for that year's Retirement Account Contribution.

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# **Receiving Your Benefits**

You (or your beneficiaries) will be entitled to your entire vested account balance:

- Upon normal retirement (age 65);
- Upon late retirement (after age 65);
- If you are terminated due to total and permanent disability;
- If you are on active long-term disability;
- Upon attainment of age 59<sup>1</sup>/<sub>2</sub>;
- At termination of employment; or
- Upon death while an employee.

### **Normal Retirement**

Your benefit at age 65, your normal retirement age, will equal 100% of your account balance. You may retire with full vested benefits anytime on or after your 65th birthday.

#### **Late Retirement**

You may continue working beyond your normal retirement age. If you remain an active employee, you may continue to save in the Plan and receive any Company contributions for which you are eligible. When you retire, your benefit will be 100% of your account balance.

## **Disability Retirement**

If your employment is terminated because of a permanent disability, you will be entitled to receive 100% of your account balance upon approval from the Administration and Investment Committee. Definition of "permanent disability" means a physical or mental disability or illness, which, in the opinion of a physician approved by the Administrative Committee, renders you permanently incapable of performing the duties of your job.

## **Termination of Employment**

If you leave the Company before your normal retirement age for reasons other than death or disability, you may request a distribution of your vested account balance as described in <u>About Vesting</u> and <u>Applying for Benefits</u>.

#### **Survivor Benefits**

If you die while employed by the Company, your account balance will become 100% vested and will be paid to your beneficiaries. If you die after you leave the Company, but before receiving your account balance, your vested account balance will be paid to your beneficiaries.

You may name anyone as your beneficiary. In the event of your death, your account balance will be paid to the beneficiary recorded by the Plan recordkeeper. If your most recent beneficiary designation was submitted under the Aon Savings Plan before May 1, 2017, such beneficiary designation was transferred to, and will be recognized by, this Plan. If there is no valid Beneficiary Designation Form on file for you and you are not married, your account balance will be paid to your estate. In the event a beneficiary dies, subsequent to your death but prior to the distribution of the entire amount distributable to the beneficiary, the balance of the amount distributable to the beneficiary will be paid to the beneficiary designated by the beneficiary, or, if there is none, to the executor or administrator of the estate of the deceased beneficiary.

There may be different beneficiary provisions stated in a plan that merged with the 401(k) Plan. Please contact the service provider at the Internet site or telephone number as instructed in <u>Account and Administrative</u> <u>Information</u>, if you have any question on the beneficiaries in effect.

If you are married in accordance with applicable federal law when you die, your full account will be paid to your spouse, unless your spouse consents in writing to the naming of another beneficiary. In this case, a notary public or Plan representative must witness your spouse's consent.

Your account will be paid to the person you are married to at the time of your death unless your spouse consents to another beneficiary as outlined above or a Qualified Domestic Relations Order (QDRO) directs the Plan administrator otherwise.

Because spousal consent is required to have benefits paid to a beneficiary other than your spouse it is a good idea to review your beneficiary designation occasionally and update it, especially if your marital status changes.

Please refer to Account and Administrative Information on how to designate a beneficiary.

### If You Die During Military Service

If you die while on military leave, your beneficiary will receive any additional benefits that would have been provided to you had you resumed employment prior to your death. This includes vesting and ancillary death benefits, but not additional accruals.

## Benefits at Age 72

Effective January 1, 2020, the age to start taking required minimum distributions changed from  $70^{1}/_{2}$  to 72 with the enactment of the Secure Act.

The year you reach age 72 is your first distribution calendar year. If you are no longer working for the Company, you must take your minimum required distribution for the first distribution calendar year by April 1 of the following calendar year. This April 1 date is referred to as the required beginning date.

Unless you are 5% owner, if you are still an active employee in the year in which you turn age 72, you will not have a minimum required distribution until after you terminate. Once you terminate, your required beginning date will become April 1 of the calendar year following the calendar year of your termination. Active 5% owners must take their minimum required distribution for the first distribution calendar year by April 1 after turning age 72.

#### **Distribution of Benefits Without Consent**

You or your beneficiary will be required to file a request for your benefits before a distribution can be made from the Plan. Please refer to <u>Withdrawal Transactions</u> in the *Account and Administrative Information* section. However, there are exceptions:

- If you have aggregate non-Roth or Roth balances between \$1,001 and \$7,000, they will be rolled over to an IRA. See <u>How Benefits Are Paid</u> for more information.
- Participants with aggregate non-Roth or Roth balances that do not exceed \$7,000 and either non-Roth
  or Roth balances are less than or equal to \$1,000, the eligible account(s) will be cashed out directly to
  the participant. The \$1,000 limit applies separately to Roth and non-Roth balances.
- If you have terminated employment and have not requested payment by April 1 of the calendar year following the year in which you reach (or would have reached) age 72, the Committee will begin payout of your account according to the Plan's rules and the minimum distribution rules established by the IRS. If you die, your spouse will be paid under similar rules.
- Active 5% owners must take their minimum required distribution for the first distribution calendar year by April 1 after turning age 72.
- If a beneficiary who is not your spouse has not applied for benefits within five years from the date of your death, the Committee will make a single-sum distribution of your account without your beneficiary's consent. Effective April 1, 2024, if a distribution is to be made to a beneficiary whose vested in the Plan (including rollovers) has a fair market value of \$7,000 or less based on the Plan's valuation date coincident with or immediately following the participant's termination date, the Plan

Administrator shall make the distribution at the end of the quarter following the quarter of the participant's termination date. If a distribution is to be made to a participant or beneficiary whose vested interest in Non-Roth Accounts or Roth Accounts have a fair market value of \$1,000 or less based on the Plan's valuation date coincident with or immediately following the participant's termination date, and if the participant does not elect to have such distribution paid directly to an Eligible Retirement Plan or to receive the distribution directly, then the Plan Administrator shall pay the distribution, without the participant's or beneficiary's consent at the end of the quarter following the quarter of the participant's termination date provided, however that such vested interest is the eligible account is \$1,000 or less on such payment date.

### **Account Value**

Your account is valued as of the close of each business day the U.S. securities markets are open. After you apply to receive your account balance, your vested account balance will be paid to you or your beneficiary as soon as administratively possible and will be valued as of the latest available valuation date.

## **Account Value Greater Than \$7,000**

If you terminate employment and the value of your aggregate Roth and non-Roth 401(k) vested account balance exceeds \$7,000 (excluding any respective rollover balances) at that time, you may choose to leave the applicable account in the Plan until April 1 of the calendar year following the year in which you have terminated employment and have reached 72. alot If you defer payment, your account will continue to share in investment results if it remains in the Plan.

If your aggregate Roth and non-Roth 401(k) vested account balances are \$7,000 or less, the provision found in the <u>How Benefits Are Paid</u> section will apply. See also <u>Account and Administrative Information</u>.

## **How Benefits Are Paid**

Payments from the Plan will be made following a request by you or your beneficiary.

With all payments, you may elect:

- To have the payments made directly to you;
- To have the payments directly rolled over; or
- A combination of the above methods.

You may directly roll over a distribution to another employer's qualified plan, annuity plan, individual retirement account, individual retirement annuity, annuity contract under Section 403(b) of the IRC or eligible deferred compensation plan described in Section 457(b) of the IRC from this Plan, if the amount of the total payment is more than \$200. If you do not directly roll over your distribution, you may later roll over all or some of the distribution if done within 60 days of the original distribution. While you cannot receive a refund of the amount withheld for taxes, you may additionally roll over up to the amount withheld with other assets.

You or your beneficiary may roll over a lump sum payment of non-Roth money from the Plan to a Roth IRA, as well as to another IRA or eligible employer plan.

You may also roll over a payment of your after-tax Roth contributions (plus investment gains or losses) from the Plan to a Roth IRA or in a direct rollover to a designated Roth account in another employers 401(k) or 403(b) plan.

If a participant dies leaving their accrued benefit to a designated beneficiary who is not their spouse, they may roll over the inherited assets into a traditional or Roth IRA.

For general information about the tax treatment of payments from the Plan, see <u>How Benefits Are Taxed.</u>

More information about the tax treatment of amounts rolled over to a Roth IRA or another IRA is in IRS

Publication 590, Individual Retirement Arrangements (IRAs).

### **Vested Balances of \$7,000 or Less**

If the value of your total vested balances of both your Roth accounts and your non-Roth accounts (excluding any respective rollover balances) is \$7,000 or less when you leave the Company, the Plan administrator may pay the vested balance without your or your beneficiary's consent. This is called an automatic lump sum distribution.

Unless you elect otherwise, if your vested balance in both account groups is more than \$1,000 and \$7,000 or less, it will be automatically rolled over to an applicable IRA or a Roth IRA in your name. If your vested balance in either or both account groups is \$1,000 or less, each will be automatically distributed to you in cash and applicable withholding will be taken on the taxable portion of the payment. See <u>Account and Administrative Information</u> and <u>How Benefits Are Taxed</u>.

Balances in the 401(k) Plan because of rollovers made under non-Roth or Roth provisions are not considered when determining the \$7,000 threshold for purposes of this section but are considered when applying the \$1,000 threshold.

## **Vested Balances of Greater than \$7,000**

If your vested account balance does not include your rollover account, if any, is greater than \$7,000 after you have separated from service, you may have one or more of the following payment options available to you. The normal form of payment is a lump sum distribution.

#### Partial Distribution or Roth Partial Distribution

You may request to have a portion (specified dollar amount or a percentage) of your vested account balance in your non-Roth or Roth accounts paid to you at any time.

#### Disability Distribution or Roth Disability Distribution

If you qualify for disability benefits under the Company's long-term disability plan or worker's compensation, you may request to have all or a portion (specified dollar amount or a percentage) of your vested account balance in your non-Roth or Roth accounts paid to you, in a single payment, at any time. Any withdrawal shall be at least \$250 or, if less, your total vested balance.

#### Lump Sum Distribution

You may request to have your entire vested account balance paid to you in a single payment. If you have a Roth account, you will receive a separate check for that amount.

#### Calculated Installments

If you are separated from service and age 55, permanently and totally disabled in accordance with Company policy and Plan provisions, or are a beneficiary in the Plan, you may request to have your vested account balance distributed to you in the form of calculated installments, which are considered periodic payments. With calculated installments, you elect the number of years and frequency (monthly, quarterly, or annually) over which time you would like to receive your payments. Each installment amount varies and is calculated by taking your vested account balance and dividing it by the number of payments remaining. The balance remains invested in the funds you have selected, and you may continue to change your investment mix.

For example, if you had a vested account balance of \$100,000 and you elected to receive monthly installments for a period of 10 years, your first monthly installment would be calculated by taking \$100,000, divided by 120, which is the number of payments remaining (10 years x 12 payments per year). The first payment would be \$833.33. Your second payment would be calculated by dividing your vested account balance (the amount remaining after your first payment, adjusted for gains and losses) by 119.

#### Fixed Installments

If you are separated from service and age 55, permanently and totally disabled in accordance with Company policy and Plan provisions, or are a beneficiary in the Plan, you may request to have your vested account balance distributed to you in the form of fixed installments, which are considered non-periodic payments. With fixed installments, you elect the dollar amount of the installments and frequency (monthly quarterly, or annually) over which you would like to receive your payments. Each installment amount is the same, and you continue to receive installments until your account balance runs out. The balance remains invested in the funds you have selected, and you may continue to change your investment mix.

For example, if you had a vested account balance of \$100,000 and you elected to receive monthly installments of \$500 each, you would receive \$500 a month until your vested balance is depleted.

### **How Benefits Are Taxed**

This Plan is intended to operate as a qualified plan under Sections 401(a) and 401(k) of the IRC. Qualification of the Nan means that your contributions (other than after-tax, including Roth, contributions) are not subject to federal income tax when made to the Plan. Additionally, the earnings or appreciation on the amounts in your account are not subject to federal income tax until distributed to you or your beneficiary, except as noted for certain Roth distributions noted below.

When you or your beneficiaries receive a payment, whether a termination distribution or an in-service withdrawal from your account, it may be subject to income tax and withholding. However, a payment to you or your beneficiary may be eligible to directly roll over to an IRA or to another employer plan that accepts rollovers. If directly rolled over, withholding will not apply, and taxes will be deferred until you take the money out of the IRA or employer plan. If you do not directly roll over an eligible payment, you may independently roll over that amount to another employer plan or an IRA within 60 days of the date of your receipt and potentially recover your tax withholding.

Some payments may not be eligible for a direct or independent rollover.

You may also have to pay an additional excise tax if you receive payment before age  $59 \, ^{1}/_{2}$ . You will receive more information about withholding and taxation of your benefits when you are ready to receive a payment.

Any after-tax savings (excluding earnings) are not subject to 20 percent mandatory withholding or to income tax when you receive them from the Plan. Your before-tax savings, Company contributions, and all investment results are subject to federal income tax and, in some cases, state and local taxes.

Any Roth 401(k) savings, including earnings thereon, may be withdrawn tax-free if the Roth 401(k) contributions remain invested for at least five years, beginning with the year of your first Roth 401(k) contribution. The same applies to Roth 401(k) rollover balances.

## **Early Distributions**

If you leave the Company and receive a payment from your account, you may be required by the IRS to pay an additional 10% excise tax on the taxable portion of your payment. The 10% excise tax will not apply, however, after age  $59^{1}/_{2}$  or if you leave the Company after reaching age 55. You may avoid this excise tax and continue to defer all taxes by rolling over the taxable portion of your payment to another qualified plan or an IRA.

### **Tax Advice**

Nothing herein is intended to be relied upon or construed as tax or legal advice. Tax laws are complex and continually changing. Consult a tax specialist or tax attorney for advice pertaining to your individual situation.

## **Prior Plan Balances**

If you were a participant in a plan that merged into the Aon Savings Plan prior to May 1, 2017, your account balance on the day after the merger was equal to your account balance in the plan on the day of the merger.

# **Rollovers**

## **Rollover Contributions to This Plan**

You may roll over a cash distribution from another employer's qualified plan, Roth 401(k), annuity plan, individual retirement account, individual retirement annuity, annuity contract under Section 403(b) of the IRC or eligible deferred compensation governmental, or non-church tax-exempt organization plan described in Section 457(b) of the IRC into this Plan. Additional rollover information and materials to complete a rollover are available by contacting the service provider at the Internet site or telephone number indicated in Account and Administration Information.

Balances in your rollover account(s) may be withdrawn while you are employed. Also, you may access rollover amounts (except Roth rollover contributions) through the loan provision. See <u>Borrowing from Your Account</u> and <u>Withdrawing Money from Your Account</u> for more information.

# **Special Maximums and Limits**

## **Before-tax Savings Limit**

Federal law limits your regular **before-tax savings** to a specific dollar amount each year. This amount may change because of legislation or be adjusted annually for cost-of-living increases. Federal law also limits the maximum that can be saved using special **catch-up contributions** for participants who attain age 50 or more. For 2024, the before-tax savings limit is \$22,500. The 2024 catch-up contribution limit is \$7,500.

## Roth 401(k) Savings Limit

**Roth 401(k) savings** can either replace or complement your before-tax contributions. If you elect before-tax and Roth 401(k) contributions, your 2024 combined annual maximum savings is limited to \$22,500. Employees eligible to save catch-up contributions may save an additional \$7,500 in 2024.

### **Definition of Highly Compensated**

The IRC and the Plan provide rules for determining which participants are considered highly compensated for a given year. For 2024, participants with Plan defined compensation over \$130,000 in 2023, the previous plan year, will be considered highly compensated under these rules.

Because the Plan includes a Safe Harbor Company matching contribution provision, the Plan is not required to perform an IRC discrimination test to determine if the before-tax and Roth savings of highly compensated employees are excessive except on deferrals made before participants are match eligible. If this test is not passed, it may be necessary to limit the amount highly compensated employees can save.

While current Plan provisions do not limit your before-tax and Roth contributions, the regular after-tax contributions of highly compensated employees (HCEs) will be tested to ensure other IRC non-discrimination requirements are met. Regular after-tax contributions and required earnings will be returned if applicable. If this occurs, Plan participants who are affected will be notified.

There may be other conditions that are affected if a participant is considered highly compensated.

#### **Limits on Your Account**

The IRC limits the maximum amount of Company contributions and your own contributions (before-tax, Roth, and after-tax) that may be added to your account in any year to the lessor of 100% of your compensation or the IRC annual dollar limit (\$58,000 in 2024). Rollover amounts and catch-up contributions (before-tax and Roth) are not counted toward these limits.

If you are also a participant in another retirement program of the Company, total contributions to all plans cannot exceed a certain limit. If you are affected by this limit, you will be notified.

## **Plan Compensation**

Your compensation used to determine the amount of your savings or the Company's matching contributions may not exceed \$290,000 in 2024. This amount is subject to future indexing.

The compensation limit will not limit you from reaching the IRC deferral limit (\$22,500 in 2024). For example, if in 2024 you earn \$400,000 and elect to save 7% of your pay, your savings will stop when you reach \$22,500: the lessor of the IRC deferral limit (\$22,500), or the Plan limit on your aggregate saving for the Plan year (\$145,000) (50% of \$290,000), excluding catch-up contributions. Your maximum Company matching contributions are affected by your age and your compensation and will stop when they reach \$11,600 (4%, the Plan matching limit, of \$290,000 the IRC compensation limit). However, there are circumstances where the matching contributions will be limited to \$11,200. The maximum 2024 compensation for ASP matching contributions (100% match on the first 1% and 50% on the next 6%) and the annual Retirement Account Contribution is \$290,000. This may limit the Company matching contributions on your behalf in 2024 depending upon your age and savings elections.

- If you are age 50 or older in 2024, the maximum matching contribution is \$11,600. That is because the
  maximum Company matching contribution assumes eligible compensation of at least the IRS \$290,000
  compensation limit and before-tax and/or Roth 401(k) contributions of at least \$22,500 plus at least
  \$800 of either type of catch-up contributions. Regular after-tax contributions are not matched.
- 2. If you are not age 50 or older in 2024, your maximum matching contribution is \$11,200. The maximum Company matching contribution assumes eligible compensation of at least the IRS \$290,000 compensation limit and before-tax and/or Roth 401(k) contributions of at least \$22,500. Regular after-tax contributions are not matched. The additional limitation is because the matching contribution can only be based on a maximum of 6.72% (\$22,500/\$290,000) of employee contribution. For plan years prior to 2018, participants were limited under either scenario above, or were eligible for additional benefits under the Alight Solutions Legacy Supplemental Savings Plan (SSP). As of January 1, 2018, the SSP benefit is no longer active.

## **General Plan Provisions**

## **Applying for Benefits**

In general, you or your beneficiary will need to file a written claim for benefits using the appropriate forms. You can obtain the necessary request for benefit forms, directions on filing your request, and other assistance by contacting the service provider at the Internet site or telephone number indicated in <u>Account and Administrative Information</u>.

Other claims and appeals of denied claims should be sent to the U.S. Administration and Investment Committee or its delegate at the address shown in <u>Account and Administrative Information</u>. If you submit a claim, you must include:

- A description of the benefit you are applying for;
- The reason(s) for the request; and
- Relevant documentation.

### If a Claim Is Denied

If all or part of your claim is denied, you will receive a letter or written statement within 90 days of the date your claim is received. It will include:

- The reason for the denial;
- References to the Plan provisions on which the denial is based;
- A description of any additional information that is needed to support your claim and why it is needed; and
- An explanation of how you can request a review of your claim (an appeal).

In some cases, it may take up to 90 extra days to review your claim application. If so, you will be notified of the reason for the delay; however, any extension will not go beyond 180 days from the date your claim was first received. The claim will be decided based on information originally provided unless you provide the additional information within 45 days of the date additional information is requested.

You have 60 days from the denial date to ask for an appeal. As part of the appeal process, you may look at or receive copies of Plan documents and present issues and comments in writing. You will receive a written response within 60 days of receipt of your request that provides the decision or notice that it may take up to 60 additional days to reach a decision because of a special study.

The Plan administrator has the discretionary authority to make all decisions regarding your claim. The decisions of the Plan administrator are final and binding. Keep in mind that until your appeal rights outlined in this section have been exercised to recover any Plan benefits denied in whole or in part, you cannot bring legal action against the Plan or the Company to try to recover these benefits.

## **Reporting Address Changes**

Following 31 days from the date you separate from employment, be sure to access the Personal Information option on Alight Worklife to make changes and allow two to three business days for your latest information to appear on the site. Keep an accurate address on the file so you can continue to receive Plan information. This will also be the address to which benefit payments will be sent.

If any benefit payments are returned because you are no longer living at the address you previously provided, your benefit payments will not be re-mailed to you until you provide your current address.

## If You Take a Family and Medical Leave of Absence

If you take an approved family and medical leave of absence, you will continue to be a Plan participant and earn eligibility and vesting service while you are on leave. This also applies to a leave due to a national emergency requiring governmental or military service. Go to Alight Worklife for more information about leaves of absence.

## **Special Rules While on Military Leave**

If you are on military leave for 30 days or more, you will be treated as having separated from service to receive a distribution of 401(k) elective deferrals and associated earnings.

If you elect such a distribution, your contributions will end six months from the date of your distribution.

## **Assignment of Benefits**

Your value in this Plan may not be assigned, sold, transferred, garnished, or pledged as collateral; a creditor may not attach your value to the Plan to collect a debt owed by you.

## **Exceptions**

Your account may be attached, however, to satisfy a federal tax levy or a qualified domestic relations order (QDRO) issued by a state court. A QDRO requires that your benefits be paid to someone other than you or your named beneficiary in connection with child support, alimony payment, or marital property rights.

All court orders will be reviewed to determine if the order is qualified. To facilitate the process, you and your former spouse will be provided with a copy of the 401(k) Plan QDRO Procedures and a model domestic relations order without charge.

We encourage parties to submit a draft domestic relations order (an order not yet signed by the judge) to correct any deficiencies or defects in the order before it is submitted to the court.

Once the order is determined to be qualified, the participant's account will be split as soon as administratively feasible according to the terms of the QDRO. A confirmation letter will be sent to both parties.

For additional information and the service provider to contact, see Account and Administrative Information.

### **Plan Insurance**

Because there are no definite benefit amounts that can be insured under a defined contribution plan, the benefits under this Plan are not covered by the Plan termination insurance of the Pension Benefit Guaranty Corporation (PBGC).

## **Top-heavy Plan**

Federal law provides that if the Plan benefits certain "key" employees disproportionately, it may be declared "top-heavy" and become subject to special rules. If the Plan becomes top-heavy, special vesting rules may be applicable, and the Company may be required to make specified minimum contributions on behalf of non-key employees.

Years of Service	Vested Percentage	
Less than 3	0%	
3 or more	100%	

If the Plan is determined to be top-heavy, you will receive information about the effect, if any, on your benefits.

## **Participant-directed Account**

This plan is intended to constitute a participant-directed individual account Plan described in Section 404(c) of the Employee Retirement Income Security Act of 1974 (ERISA) and its regulations. The fiduciaries of the 401(k) Plan may be relieved of liability for any losses that are the direct and necessary result of investment instructions given by the participant or beneficiary.

The Plan's USAIC is responsible for providing, at the request of participants and beneficiaries, a wide range of information about investment elections and the information described in the following paragraph. The Administration and Investment Committee has delegated this responsibility as indicated in <u>Account and Administrative Information</u>.

The following information will be provided to you if you request it from the Administration and Investment Committee:

- A description of the annual operating expenses of each fund;
- The percentage of the net assets of each fund that those expenses represent; and
- Any materials received by the 401(k) Plan that you have not yet been given that relate to the funds.

## **Future of the Plan**

While the Plan sponsor intends to continue this Plan indefinitely, it is difficult to predict the future; therefore, an unqualified commitment is impossible. The Plan sponsor reserves the right, by action of the Board of Managers of the Company, to modify, suspend, or terminate the Plan at any time for any reason.

No amendment, however, may deprive you of any benefits under the Plan to which you are entitled at the time. If the Plan ends, you will be entitled to your entire account balance and all accounts will be restricted exclusively for distribution to participants, retirees, and beneficiaries according to Plan provisions.

This Plan is subject to Title 1 (except Part 3) of ERISA. As such, the Plan is subject to the reporting and disclosure, participation and vesting, fiduciary responsibility, administration, and enforcement provisions of ERISA.

# **Your Right to Benefits**

The Employee Retirement Income Security Act of 1974 (ERISA) spells out certain rights and duties for benefit plans. ERISA is a federal law that sets standards and defines procedures for employee benefit plans. However, the Company did not create your benefit plans because of ERISA. These plans were adopted to help give you and your family security and benefits that allow you to meet your needs.

## **Receive Information About Your Plan and Benefits**

As a participant in the 401(k) Plan, ERISA entitles you to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants are entitled to:

- Examine, without charge, at the Plan administrator's office and at other specified locations, such as worksites, all documents governing the Plan, including insurance contracts and collective bargaining agreements and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the Plan administrator, copies of documents governing the operation of
  the Plan, including insurance contracts and collective bargaining agreements, copies of the latest annual
  report (Form 5500 Series), and updated summary plan descriptions. The administrator may make a
  reasonable charge for the copies.
- Receive a summary of the Plan's annual financial report. The Plan administrator is required by law to furnish each participant with a copy of this summary annual report.
- Obtain a statement telling you whether you have a right to receive a benefit at normal retirement age (age 65) and if so, what your benefits would be at normal retirement age if you stop working under the Plan now. If you do not have a right to a benefit, the statement will tell you how many more years you must work to receive a benefit. This statement must be requested in writing and not given more than once every 12 months. The Plan must provide the statement free of charge.

## **Prudent Actions by Plan Fiduciaries**

In addition to creating rights for Plan participants, ERISA imposes duties on those responsible for operating the employees' 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 pension benefit or exercising your rights under ERISA.

## **Enforce Your Rights**

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

Under ERISA, there are steps you can take to enforce your rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file a suit in a federal court. In such a case, the court may require the Plan administrator to provide the materials and pay up to \$110 per day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator.

If you have a claim for benefits that is denied or ignored, in whole or in part, you may file a suit in a state or federal court. In addition, if you disagree with Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file a suit in 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, for example, if it finds your claim is frivolous.

### **Assistance with Your Questions**

If you have any questions about the 401(k) Plan, you should contact the Plan administrator. If you have any questions about this statement or about your rights under ERISA, or you need assistance in obtaining documents from the Plan administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory, or the Division of Technical Assistance and Inquiries. Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, DC 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by going to the Employee Benefits Security Administration's website at <a href="http://askebsa.dol.gov">http://askebsa.dol.gov</a> or calling toll-free at 1-866-444-3272.

## **Important Note**

This information is intended to be a guide to the benefit plans provided by the Company and should not be construed as a contract. Your employer reserves the right to make changes in content or application as it deems appropriate, and these changes may be implemented even if they have not been communicated, reprinted, or substituted in this information.

This Summary Plan Description (SPD) does not constitute a contract of employment. You and your employer are free to terminate your employment at any time for any reason.

The complete details of the Plans are contained in the official Plan document. If a discrepancy occurs, the actual Nan documents will prevail. You and your beneficiaries should not rely on any oral description of the plans or their benefits because the written terms of the Plan will always govern. The terms and provisions of the retirement plans are contingent upon the approval of the Internal Revenue Service. They are also subject to Title 1 (except Part 3) of ERISA. As such, they are subject to the reporting and disclosure, participation and vesting, fiduciary responsibility, administration, and enforcement provisions of ERISA.

# Appendix A - Participation in Other Plans Before a Merger

If you were a participant in a plan merged into the Aon Savings Plan prior to May 1, 2017 (one of the plans listed in this appendix), you have additional rights regarding benefits you accumulated before the plan merger date. Besides provisions discussed in the previous pages, the following special provisions may apply to your withdrawals, methods of payment, and vesting. If you have any questions about this section, contact the service provider listed in Account and Administration Information.

## **Mergers before 2008**

Refer to the SPDs or contact the Plan administrator for pre-merger benefit information for the following companies:

- Alexander & Alexander Services Inc. and Subsidiaries
- ASA
- ASI Solutions Incorporated
- Booke & Company
- FESC
- Frank B. Hall & Co. Inc.
- K&K Insurance Group, Inc.
- LeBlanc De Nicolay U.S. Inc.
- McLagan Partners Incorporated
- Sodarcan Inc. and Affiliated Companies

# **Benfield Group Ltd.**

## If You Participated in the Benfield Retirement Plan

### Enrollment in the 401(k) Plan

If you were a participant in the Benfield Nan before January 1, 2009, you were no longer eligible to contribute to that Plan but became eligible to contribute to the Aon Savings Plan on that date.

#### **Transfer of Account Balances**

If you had a balance in the Benfield Plan as of March 31, 2009, it was transferred to the Aon Savings Plan as of April 1, 2009.

#### **Transfer of Loan Balances**

Starting January 15, 2009, Benfield Plan loan payments were made from the Aon payroll and reflected in the loan balances on the Benfield Plan website. Any outstanding Benfield Retirement Plan loan balances as of March 31, 2009, were transferred to the Aon Savings Plan. After the loan balances were transferred, loan payments from your Aon paycheck may have been temporarily stopped and/or adjusted to reflect amortization or other differences found of the transfer activity is reconciled. Loan payments were deposited into your Aon Savings Plan account at the same time and invested in the same manner as your other Aon Savings Nan contributions.

Loan terms, including interest rates and the last payment date, will stay the same. You also have the option to continue paying your Benfield loan after termination of employment. Please note that once your Benfield loan(s) are fully paid, only one future loan is allowed at a time in the 401(k) Plan.

#### **Beneficiary Designations**

Between January 1 and April 1, 2009, you may have had an account balance in the Benfield Plan and an account balance in the Aon Savings Plan. During that time, the beneficiary designation made under each plan applied to the respective account balances. After the balances were merged, a beneficiary designation made for the Aon Savings Plan applied. If no designation is made, then a prior designation made under the Benfield Plan will apply.

If you do not have a designation at all, your beneficiary on those balances will be your spouse, if married, or your estate, if you are not married.

## Vesting

On November 28, 2008, (the close of the acquisition of Benfield Group Ltd.) if you were an active participant in the Benfield Retirement Plan, you became fully vested in your Benfield benefit, regardless of your years of service.

For vesting of Company contributions, your Benfield service counts toward vesting.

## **Company Match Eligibility**

Your Benfield service counts toward Company match eligibility.

# **Hewitt Associates Retirement and Savings Plan**

#### If You Participated in the Hewitt Associates Retirement and Savings Plan (RSP)

#### Enrollment in the 401(k) Plan

If you were a participant in the Hewitt Associates RSP on December 31, 2011, you are no longer eligible to contribute to that Plan but become eligible to contribute to the Aon Savings Plan on January 1, 2012.

#### **Transfer of Account Balances**

If you had a balance in the Hewitt Associates RSP as of December 31, 2011, it was transferred to the Aon Savings Plan as of January 1, 2012.

#### **Transfer of Loan Balances**

Loan balances in the Hewitt Associates RSP as of December 31, 2011, were transferred to the Aon Savings Plan as of January 1, 2012. If you had more than one loan outstanding, you were permitted to repay the loan(s) per the loan terms. Once your prior loan(s) have been repaid, you will be permitted to have one outstanding loan at a time.

#### **Beneficiary Designations**

If you had a beneficiary designation in effect for the Hewitt Associates RSP and did not have an existing Aon Savings Plan account balance when the plans were merged on January 1, 2012, then your Hewitt Associates RSP designation carries over into the Aon Savings Plan until you make a subsequent 401(k) Plan designation. If you had an Aon Savings Plan balance when it was merged with the Hewitt Associates RSP, the designation previously in effect for the Aon Savings Plan applied to the combined balances following the plan merger.

#### Vesting

You're vesting and prior service under the Hewitt Associates RSP will carry over to the Aon Savings Plan. The 10/99 - 12/05 Hewitt Match and Profit-Sharing accounts have a three-year cliff vesting schedule. You are 100% vested in all other Hewitt accounts.

#### **Loan Provision Impacts**

A sub-account with legacy Hewitt Associates RSP balances designated Prior Employer Money Purchase Pension (MPP) Plan impacts various loan provisions in the merged Aon Savings Plan as follows:

- It is not included in determining the 50% limitation of your vested account balance against which you can request a Plan loan;
- It cannot be used as security for a Plan loan; and
- Loan amounts are not taken from it.

Prior Employer MPP includes amounts attributable to prior contributions to a Money Purchase Pension Nan that was merged into the Hewitt Associates RSP and remains subject to the distribution restrictions applicable to benefits under Money Purchase Pension Plans.

#### **Special Withdrawal Options**

If you were eligible for special plan benefits related to your specific age/service or employment status, or certain account balances as of December 31, 2011, you will be permitted to retain the same benefit payment rights available under the Hewitt Associates RSP following the plan merger.

#### Single Life Annuity

If you are retired or disabled and have a Prior Employer MPP balance, you may request a single life annuity. This option provides a monthly payment for your life and stops upon your death. Your monthly payments under this option are larger than those under the 50% Qualified Joint and Survivor Annuity, described below. However, all annuity payments stop when you die, regardless of your marital status. If you are married and elect this option, your spouse must consent to your election.

### 50% Joint and Survivor Annuity

If you are retired or disabled and have a Prior Employer MPP balance, you may request a 50% Joint and Survivor Annuity. This option provides you with a reduced monthly benefit for your lifetime compared to the benefits you would receive under the Single Life Annuity. After you die, your beneficiary receives 50% of your reduced monthly benefit for his or her lifetime. The benefit is reduced because benefits are paid over the lifetimes of both you and your beneficiary. If you are single, you may name a non-spouse beneficiary. If you are married and you do not name your spouse as your beneficiary, your spouse must consent to your election.

### 75% Joint and Survivor Annuity

If you are retired or disabled and have a Prior Employer MPP balance, you may request a 75% Joint and Survivor Annuity. This option provides you with a reduced monthly benefit for your lifetime compared to the benefits you would receive under the Single Life Annuity or 50% Joint and Survivor Annuity. After you die, your beneficiary receives 75% of your reduced monthly benefit for his or her lifetime. The benefit is reduced because benefits are paid over the lifetimes of both you and your beneficiary. If you are single, you may name a non-spouse beneficiary. If you are married and you do not name your spouse as your beneficiary, your spouse must consent to your election.

# **Appendix B - Aon Savings Plan**

#### If You Participated in the Aon Savings Plan

The Alight Solutions LLC 401(k) Plan is a spin-off from the Aon Savings Plan; the spin-off occurred in connection with the acquisition by Tempo Acquisition, LLC of certain entities (including the Company) and assets from Aon plc. May 1, 2017.

#### **Enrollment and Transfer of Account Balances**

If you were a participant in the Aon Savings Plan on April 30, 2017, you are no longer eligible to contribute to that Plan but became eligible to contribute to the Alight 401(k) Plan on May 1, 2017.

If you had an account balance in the Aon Savings Plan on May 1, 2017, it was transferred to the Alight 401(k) Plan as of May 1, 2017, including:

- · Liabilities, including outstanding loan balances;
- Elections, and deemed elections, to participate and contribute;
- Investment elections, or default investment elections; and
- Beneficiary designations.

#### **Automatic Enrollment**

Prior to 2016, under the Aon Savings Plan, the default before-tax saving rate was 4%. If you have not actively changed your contribution rate or your contribution escalation election since you were automatically enrolled in the Plan (including an automatic enrollment in the Aon Savings Plan), your before-tax savings rate will increase 1% each year until it reaches 9%.

### **Default Automatic Rate Escalation**

Savings rates for employees who were automatically enrolled in the Aon Savings Plan on or after July 1, 2007, and made no changes to their accounts had their before-tax savings rate set to automatically increase by 1% each year until the contribution rate reached a maximum of 6%. As of 2017, the maximum savings rate is 9%. New participants, and those previously set to the prior limit (and made no subsequent savings elections), will have their escalated savings rate maximum set to 9 percent. Rates set for those employees who were previously automatically escalated under the Aon Savings Plan to 6%, were automatically increased under the Aon Savings Plan to 7% on April 1, 2015, 8% on April 1, 2016, and 9% on April 1, 2017.

### **Company Matching Contributions**

If you were a participant in the Aon Savings Plan immediately prior to January 1, 2016, you will continue to be fully eligible for Company matching contributions and 100% vested. If you were in the Aon Savings Plan and were not yet eligible for matching contributions as of December 31, 2015, you will be eligible to

participate (with respect to your own deferrals and ability to receive the matching and annual retirement account contributions) in accordance with Alight's eligibility rules.

#### **Retirement Account Contributions**

Employees eligible for matching contributions prior to 2016 under the Aon Savings Plan were immediately eligible for the annual Retirement Account contribution.

#### **Prior Aon Retirement Account**

The Retirement Account is a continuation of the prior 401(k) Plan account provided to maintain the Aon Retirement Account (ARA) and was established for employees who were participants in the Aon Savings Plan hired between January 4, 2004, and December 31, 2008, and who were not eligible for the Aon Pension Plan. Contributions to this account were suspended after the 2008 plan year. Participants maintaining a balance in this account continue to be subject to the Retirement Account provisions and ongoing investment gains and losses.

For employees active in the Aon Savings Plan on February 1, 2009, balances in the ARA became fully vested, regardless of length of service. If you terminated your employment with Aon or its affiliates prior to February 1, 2009, the vesting of your ARA balance was determined by schedules in effect at the time or earlier. For more information, contact the service provider referenced in <u>Account and Administrative Information</u>.

#### Vesting

Employees hired on or after January 1, 2016, will be 100% vested in Company contributions upon earning two years of service.

If you were a participant in the Aon Savings Plan immediately prior to January 1, 2016, your Company matching contributions and annual Retirement Account Contributions are 100% vested. However, any matching contributions made under the Aon Savings Plan before January 1, 2012, and subject to vesting (possible only if you received Company matching contributions and terminated with less than five full years of service and are later rehired) are subject to reinstatement using the Alight vesting schedule.

If you worked with a company prior to May 1, 2017, which merged with Aon plc or one of its affiliates, see the vesting rules for your employer in Appendix A.

In addition, any prior Company contributions subject to vesting, forfeiture, and reinstatement under the 401(k) Plan, including relevant merged plans, will be reinstated using only the current two-year vesting requirements unless the prior provision was more favorable.

## **After-tax Withdrawals**

If you retain any regular after-tax account balances for money contributed to the Aon Savings Plan before 1987, you may withdraw those savings without any taxable investment earnings. All other regular after-tax balances withdrawn will include a pro rata share of related earnings.

### **Survivor Benefits**

If your most recent beneficiary designation was submitted under the Aon Savings Plan before May 1, 2017, such beneficiary designation was transferred to, and will be recognized by the Alight Solutions 401(k) Plan.