

HireRight 401(k) Plan

SUMMARY PLAN DESCRIPTION

April 23, 2020

HireRight 401(k) Plan

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SUMMARY PLAN DESCRIPTION

HireRight 401(k) PLAN

Genuine Financial Holdings LLC (the “Employer”), sponsors the HireRight 401(k) Plan (the “Plan”), for the exclusive benefit of eligible employees and their beneficiaries. If you are an eligible employee, the Plan offers you an opportunity to defer a portion of your compensation that would otherwise be subject to current income taxes and contribute that amount to an account under the Plan. By doing so, you may defer taxation of your account, as well as any earnings from investments you select, until your benefit is distributed to you. The Plan is intended to be a qualified retirement plan under the Internal Revenue Code. As well as tax-deferred retirement benefits, the Plan also provides certain benefits in the event of death, disability, or other termination of employment. The Plan was originally effective July 7, 1996 and has most recently been amended as of April 1, 2019.

This document is called a “Summary Plan Description” or “SPD.” Its primary purpose is to provide you with a simple explanation of the most important features of the complex and technical legal provisions set forth in the official Plan document. We urge you to read this SPD carefully and to acquaint your family or beneficiaries with its contents. Although this summary describes many important provisions of the Plan, this SPD may not answer all of your questions. If you have difficulty understanding any part of this SPD, or you have any questions regarding any of its provisions, you should contact the Plan Administrator identified in the Basic Plan Information section of this SPD during normal business hours for assistance. You should retain a copy of the SPD for future reference.

This SPD is a brief description of the principal features of the plan document and trust agreement. This SPD does not replace or change the terms of the official Plan document. If there is any conflict or inconsistency between the terms of the official Plan document and this SPD, or a matter is discussed in less detail in this SPD, the Plan document will control in all cases. The operation of the Plan and the benefits to which you (or your beneficiaries) may be entitled will be governed solely by the terms of the applicable Plan document and the interpretations of the Plan Administrator and/or its duly authorized designee(s). The Plan Administrator reserves the right, in its sole and absolute discretion, to interpret any of the provisions of the Plan and make all determinations under the Plan. Any such interpretation or determination of the Plan Administrator shall be final, conclusive and binding on all parties. No other individuals have any authority to interpret the Plans (or other applicable documents) or to make any promises to you about what the documents mean or what your benefits from the Plan will be. The complete Plan document and certain related documents are available for inspection by you, your beneficiaries, or your legal representative upon request at the offices of the Employer.

This SPD is based on the general federal tax implications of your participation in the Plan, transactions made within your Account, and distributions you may receive from the Plan. The state tax implications of your participation and these transactions should be determined based on an examination of appropriate state law. You should consult with a qualified tax advisor regarding how the federal and state tax laws may apply to your particular situation.

While the Employer intends to maintain the Plan indefinitely, the Employer reserves the right to change or end the Plan (or any of its benefits) at any time in its sole and absolute discretion. However, you will always be entitled to your vested benefit from the Plan. Upon termination of the Plan, all assets of the Trust will be distributed to the Plan’s participants and beneficiaries.

Nothing contained in this Summary Plan Description creates or is intended to create a contract of employment between any employee and the Employer. Nothing in the Plan or this SPD gives any person the right to be employed by the Employer nor does it impede or restrict the Employer’s right to discharge an employee at any time.

I. Basic Plan Information

This section contains general Plan information as well as definitions to some of the key terms that may be used in this SPD. If the first letter of any of the terms defined below is capitalized when it is used within this SPD, then it has the meaning assigned to that term below.

A. Account

An Account will be established by the Trustee to record contributions made on your behalf and any related income, expenses, gains or losses.

B. Account Balance

Your Account Balance is the value of your investments held in your Account.

C. Beneficiary

This is the person or persons (including a trust) you designate, or who are identified by the plan document if you fail to designate or improperly designate, who will receive your benefits in the event of your death. You may designate more than one Beneficiary.

D. Deferral Contribution

This is a contribution taken directly from the pay of an employee and contributed to the Plan, subject to certain limits (described below). The Plan permits you to make only pre-tax Deferral Contributions.

E. Employer

The name and address of the sponsoring Employer is:

Genuine Financial Holdings LLC
3349 Michelson Drive, Suite 150
Irvine, CA 92612

The Employer's federal tax identification number is: 81-5023164

The following Employers also participate in the Plan and employees of each Employer listed below are eligible to participate in accordance with the Participation section of this Summary Plan Description.

Federal Tax Identification Number	Participating Employer Name
33-0465016	HireRight, LLC.
57-1036939	General Information Solutions LLC
20-0856928	backgroundchecks.com LLC
52-1969985	Corporate Risk Holdings, LLC
56-1717132	National Diagnostics, LLC

Participants and Beneficiaries may receive from the Plan Administrator, upon written request, information as to whether a particular employer is participating in the Plan and, if the employer is participating, that employer's address.

F. ERISA

The Employee Retirement Income Security Act of 1974, as amended (ERISA) is the federal law governing the benefits provided under a tax-qualified retirement plan and the rights and obligations of Participants and Beneficiaries covered by a tax-qualified retirement plan.

G. Highly Compensated Employee

An employee is generally considered a Highly Compensated Employee if the employee received compensation from an Employer or a Related Employer during the prior year in excess of \$125,000, as adjusted periodically by the IRS for cost of living increases.

H. Non-Highly Compensated Employee

A Non-Highly Compensated Employee is any employee who is not a Highly Compensated Employee.

I. Participant

A Participant is an employee of an Employer who has satisfied the eligibility and entry date requirements and is eligible to participate in the Plan as described below in Section II of this SPD or a formerly eligible employee who has an Account Balance remaining in the Plan.

J. Plan Type

The HireRight 401(k) Plan is a defined contribution plan subject to the provisions of ERISA. The Plan is intended to qualify under Internal Revenue Code (the “Code”) section 401(a) as a profit sharing plan that provides a cash or deferred arrangement permitted under Code section 401(k). The Plan is intended to satisfy the safe harbor nondiscrimination requirements of Code section 401(k)(12). The Plan is intended to constitute a plan that meets the requirements of ERISA section 404(c), as explained further under Section IV of this SPD.

K. Plan Administrator

The Plan Administrator is the named fiduciary under the Plan and is generally responsible for the administration of the Plan as provided in the plan document. The name and address of the Plan Administrator is:

HireRight, LLC
3349 Michelson Drive
Suite 150
Irvine, CA 92612
1-949-428-5800

L. Plan Number

The three digit number for the Plan is 001.

M. Plan Sponsor

Your Employer is the sponsor of the Plan.

N. Plan Year

The Plan Year is the twelve-month period ending on the last day of December.

O. Related Employer

A Related Employer means any employer, other than the Employer named in Section E. above, if the Employer and such other employer are members of a controlled group of corporations (as defined in Code Section 414(b)) or an affiliated service group (as defined in Code Section 414(m)), or are trades or businesses (whether or not incorporated) which are under common control (as defined in Code Section 414(c)), or such other employer is required to be aggregated with the Employer pursuant to regulations issued under Code Section 414(o).

P. Service of Process

The Plan Administrator is the Plan's agent for service of legal process. Service of legal process for the Plan Administrator may be sent to:

HireRight, LLC
3349 Michelson Drive, Suite 150
Irvine, CA 92612

Service of legal process may also be made upon the Plan's Trustee.

The Trustee is responsible for holding and safekeeping the Plan's assets. The Trustee's duties are identified in the Trust Agreement set forth in the plan document. The name and address of the Plan's Trustee are:

Fidelity Management Trust Company
82 Devonshire Street
Boston, MA 02109

II. Participation

A. Eligibility Requirements

You are eligible to participate in the Plan if you are an employee of an Employer and not otherwise excluded from participation as described below. You are not eligible to participate if you are:

- a resident of Puerto Rico
- covered by a collective bargaining agreement that does not specifically provide for your participation in the Plan
- a nonresident alien with no income from a U.S. source
- a leased employee (as defined in the Plan)
- classified by the Employer as an independent contractor (even if you are subsequently reclassified, retroactively, by the Employer as an employee)
- signatory to a contract, letter of agreement, or other document that acknowledges your status as an independent contractor, or
- performing services for the Employer pursuant to an agreement between the Employer and you, which agreement provides that you are not eligible to participate in the Plan.

Service with the following predecessor employers, if applicable, shall be counted for eligibility purposes:

- Explore Information Services, LLC (through June 14, 2011)
- HireRight, LLC
- Labat-Anderson Incorporated
- John D. Cohen, Inc.
- National Diagnostics, LLC
- US Investigations Services, Professional Services Division, Inc.
- US Investigations Services, LLC
- Genuine Financial Holdings, LLC
- backgroundchecks.com LLC
- USIS International, Inc.
- USIS Worldwide, LLC
- Altegrity Risk International LLC
- Altegrity Security Consulting, Inc.
- HireRight Records Services, Inc.
- HireRight Solutions Inc.
- Employees of Corporate Risk International, Inc. before January 29, 2010
- General Information Solutions LLC
- Kroll Security Group, Inc.
- Kroll Associates, Inc.
- Kroll Ontrack, LLC
- Kroll Factual Data, Inc.
- Kroll Background America, Inc.
- Mortgage Information Source
- TrialGraphix Inc.
- CVM Solutions, LLC
- Corporate Risk Holdings, LLC

In addition, employees (excluding managerial or supervisory) who are hired pursuant to a service contract that is subject to Executive Order 13495 will be granted credit for their service under the predecessor contract for eligibility purposes. If you are an employee affected by this provision, the Plan Administrator will notify you.

Once you become a Participant you are eligible to participate in the Plan until you terminate your employment with your Employer or become a member of a class of employees excluded from the Plan. If you terminate your employment after you have met the eligibility requirements, and are later re-employed by your Employer, you will again be eligible to participate in the Plan when you complete one hour of service.

III. Contributions

After you satisfy the participation requirements in Section II of this Summary Plan Description, you will be eligible to make Deferral Contributions. The type of contribution available under the Plan is described in this section.

A. Compensation

Compensation is the amount of your earnings that are eligible to be contributed to the Plan. Your Compensation is the taxable compensation for a Plan Year reportable by your Employer on your IRS Form W-2, including salary reduction contributions you made to an Employer-sponsored cafeteria, qualified transportation fringe, simplified employee pension, 401(k), 457(b) or 403(b) plan. Only earnings paid to you for services you performed while employed as an eligible employee will be considered Compensation.

Your Compensation does not include any reimbursements or other expense allowances, fringe benefits, moving expenses, deferred compensation and welfare benefits, eRewards (to include Spot Awards), Paid Time Off Buyback Program, retention bonuses, sign-on bonuses, SCA fringe benefit cash payments, the taxable value of any restricted stock or any qualified or nonqualified stock options, all bonuses paid solely as a result of result of a stock sale, or an asset sale, involving the Employer or a Related Employer (other than accelerated regular bonuses paid by the Employer or a Related Employer that would otherwise be included in the definition of Compensation, or any payments made by Altegrity on behalf of Marsh & McLennan Companies, Inc. (MMC) or Kroll, Inc. (Kroll) attributable solely to periods of employment by any employee on or before the Closing Date of the acquisition of Kroll pursuant to the Stock Purchase Agreement dated June 6, 2010, by and among Altegrity and MMC and any payments made under the Kroll Inc. Key Employee Retention and Incentive Plan whether paid by Altegrity or Kroll.

Your Compensation for your first year of eligible Plan participation will only include that portion of your Compensation earned while you are eligible to participate. Tax laws limit the amount of compensation that may be taken into account each Plan Year; the maximum amount for the 2020 Plan Year is \$285,000, and may be further adjusted by the IRS periodically.

B. Employee Deferral Contributions

1. Regular Deferral Contributions

The Plan contains a tax-deferral feature that enables you to reduce the amount of your taxable income by deferring a portion of your Compensation to the Plan instead of receiving it in your paycheck. After you become an Employee, you may elect to defer between 0% and 60% of your Compensation into the Plan by completing a salary reduction agreement. This amount (your “Deferral Contribution”) will be withheld from each payroll and contributed to an Account in the Plan on your behalf.

Your Deferral Contribution for any year may not exceed the annual deferral limit set by the IRS, even if that amount is less than 60% of your Compensation. For 2020, this annual amount is \$19,500, but may be adjusted periodically by the IRS for cost of living increases. This \$19,500 limit applies to all defined contribution plans you may have contributed to for the year, even those sponsored by another employer. If you contribute more than \$19,500 to this Plan or your contributions to the Plan any other employer’s tax-qualified plan exceed this limit, you must contact the Plan Administrator no later than February 15 of the year following the year you exceed the limits and request a return of these excess contributions. If you do not request a distribution of your excess deferrals by February 15th, you may be subject to double taxation on these contributions because they will be included in your taxable income in the year they were contributed and the year in which they are eventually distributed.

All Deferral Contributions will be withheld from your pay on a pre-tax basis (for federal income tax purposes). This means that Deferral Contributions will not be included in your taxable wages for purposes of determining federal income tax withholding on each paycheck, and will not be included as taxable wages on your W-2 issued to you each year. However, your Deferral Contributions will be treated as taxable wages for purposes of determining Social Security and Medicare withholding and may be subject to state and local taxes, depending on applicable state and local law. In addition, you will not be taxed on any investment earnings on your Deferral Contributions credited to your Account until these amounts are actually distributed to you.

You are always 100% vested in your Deferral Contributions, which means they cannot be forfeited for any reason. If, however, your Deferral Contributions exceed the limits imposed by the Plan or the IRS, some of your Deferral Contributions may be returned to you and will be included in your taxable income. The Plan Administrator will notify you if any of your Deferral Contributions will be returned.

You may increase or decrease the amount you contribute, or completely suspend or resume Deferral Contributions, at any time by notifying Fidelity, the Plan’s recordkeeper. Your changes will be implemented as soon as practicable after they are received, and will become effective as of the beginning of a subsequent payroll period.

If you want to increase, decrease, suspend, or resume your Deferral Contributions, you must call the Fidelity Retirement Benefits Line at **1-800-835-5097** or access the NetBenefits® web site at **www.401k.com**.

2. Age 50 and Over Catch-up Contributions

If you will be age 50 or older before the end of the calendar year, and you have contributed the maximum amount of Deferral Contributions allowed by the IRS (\$19,500 for 2020), you may make additional Catch-up Contributions to the Plan, up to an additional limit. For 2020, the Catch-up Contribution limit is \$6,500, but is adjusted periodically by the IRS.

3. Contribution Limits

The total combined amount of your Deferral Contributions and Catch-up Contributions, if any, for any individual pay period (or Plan Year) may not exceed your total pay for that payroll period (or Plan Year) net of all withholdings, deductions, reductions, loan repayments, and any other decreases in your pay.

C. Discretionary Nonelective Contributions

Your Employer may make discretionary nonelective contributions in an amount to be determined by your Employer for each Plan Year. Discretionary nonelective contributions, if any, made to the Plan by your Employer will be allocated to your Account in the ratio that your eligible compensation bears to the total eligible compensation paid to all eligible Participants.

D. Qualified Nonelective Contributions

Your Employer may designate all or a portion of any nonelective contributions for a Plan Year as “qualified nonelective contributions” and allocate them to Non-Highly Compensated Employees to help the Plan pass one or more annually required Internal Revenue Code nondiscrimination test(s). You will be 100% vested in these contributions if made to the Plan, but these qualified nonelective contributions will not be available for a hardship withdrawal while you remain employed (refer to Section VII below for a discussion of hardship withdrawals).

E. Rollover Contributions

You can roll over part or all of an eligible rollover distribution you receive from another eligible retirement plan into this Plan. An eligible retirement plan is a qualified plan under Section 401(a), a 403(a) annuity plan, a 403(b) annuity contract, an eligible 457(b) plan maintained by a governmental employer, an individual retirement account described in Section 408(a), or an individual retirement annuity described in Section 408(b). An eligible rollover distribution includes most distributions from an eligible retirement plan. However, the following are not eligible rollover distributions that may be rolled over from another plan to this Plan: (1) any distribution from an individual retirement account or an individual retirement annuity consisting of nondeductible contributions, (2) any distribution from a 403(b) annuity contract consisting of after-tax employee contributions, or (3) any distribution from any other eligible retirement plan consisting of after-tax contributions.

The Plan Administrator must approve any Rollover Contribution and reserves the right to refuse to accept any such contribution. If your Rollover Contribution to the Plan is not a direct rollover (i.e., you received a cash distribution from your eligible retirement plan), then it must be received by the Trustee within 60 days of your receipt of the distribution and must not contain any after-tax contribution amounts. Rollover Contributions may only be made in the form of cash, or allowable fund shares. In some cases, Participants may be eligible to roll over promissory notes evidencing a loan from another eligible retirement plan. Your Rollover Contributions Account will be subject to the terms of this Plan and will always be fully vested and nonforfeitable. In general, if you receive an eligible rollover distribution as a surviving spouse of a Participant or as a spouse or former spouse who is an “alternate payee” pursuant to a qualified domestic relations order (“QDRO”), you may also make a Rollover Contribution to the Plan.

The Plan will not accept a Rollover Contribution of any amounts attributable to Roth (after-tax deferral) contributions made to another plan.

IV. Investments

The Plan Administrator will from time to time designate funds into which your Accounts may be invested. You are responsible for directing the investment of your entire Account Balances in the Plan among the alternatives selected by the Plan Administrator.

Fidelity, the Plan’s recordkeeper, will provide you with information on the investment choices available to you, the procedures for making investment elections, the frequency with which you can change your investment choices and other important information. You must follow the procedures for making investment elections and you should carefully review the information provided to you before you give investment directions. If you do not direct the investment of your Plan Accounts, then your Accounts will be invested in accordance with the default investment alternatives established under the Plan.

The Plan Administrator will from time to time designate funds into which your Accounts may be invested. If you want additional information about any investment alternative, you may request any of the following information by calling Fidelity at 1-800-835-5097 or by accessing NetBenefits® at www.401k.com:

- A description of the annual operating expenses of each investment fund (e.g., investment management fees, administrative fees, transaction costs) which reduce the rate of return to you, and the aggregate amount of such expenses expressed as a percentage of average net assets of the designated investment alternative;
- Prospectuses, financial statements and reports, plus any other material provided to the Plan which relates to the available investment alternatives;
- A list of the assets comprising the portfolio of each investment fund that constitute plan assets within the meaning of 29 CFR 2510.3-101, the value of each such asset (or the proportion of the investment fund which it comprises), and with respect to each such asset which is a fixed rate investment contract issued by a bank, savings and loan association or insurance company, the name of the issuer of the contract, the term of the contract and the rate of return on the contract;
- Information concerning the value of shares or units of the investment funds available to you under the Plan, as well as the past investment performance of such funds, determined net of expenses, on a reasonable and consistent basis; and
- Information concerning the value of shares or units in the investment funds held in your Plan Account.

Your Accounts are held by the Trustee of the Plan for your benefit and the benefit of your Beneficiaries in accordance with the terms of this Plan and the trust agreement. The amounts held in these Trust Accounts fund all of the benefits provided by the Plan.

Statement of Account

The assets in the Plan are invested in available investment options and a separate Account is established for each Participant who receives and/or makes a contribution. The value of your Account is updated each business day to reflect any contributions, exchanges between investment options, investment earnings or losses for each investment option and withdrawals. Your account statement is available online through NetBenefits® at www.401k.com. You can view and print a statement for any time period up to 24 previous months. A statement is also available to be automatically mailed to you every three months. You can initiate these mailings by logging on to NetBenefits® and selecting Mail Preferences under the Accounts tab.

A. Election

The Plan is intended to qualify as a participant-directed plan under Section 404(c) of ERISA. This means that you are responsible for making investment decisions regarding all assets allocated to your Account under the Plan and any resulting investment gains or losses. The Plan's fiduciaries, including but not limited to Genuine Financial Holdings LLC, are not responsible for any losses incurred as a result of your investment decisions. In addition, you are responsible for directing the Trustee regarding any mutual fund proxy voting based on the number of shares you own for each applicable investment.

From time to time, investment options available under the Plan may be added, removed, or closed to new investment. You will be notified in the event of an investment option change, and you may be required to take action to avoid an investment selection to be made by default in the absence of your election.

V. Vesting

The term "vesting" refers to your nonforfeitable right to the money in your Account. You receive vesting credit based on the number of years that you have worked for your Employer. In addition, employees (excluding managerial or supervisory employees) who are hired pursuant to a service contract that is subject to Executive Order 13495 will be granted credit for their years of service under the predecessor contract for purposes of vesting. If this provision applies to you, you will be notified by the Plan Administrator. Service with the following Employers will also be included to

determine the number of years of service for vesting purposes:

- Explore Information Services, LLC (through June 14, 2011)
- HireRight, LLC
- Labat-Anderson Incorporated
- John D. Cohen, Inc.
- National Diagnostics, LLC
- US Investigations Services, Professional Services Division, Inc.
- Corporate Risk Holdings, LLC
- USIS Investigation Services, LLC
- Genuine Financial Holdings LLC
- backgroundchecks.com LLC
- USIS International, Inc.
- USIS Worldwide, LLC
- Altegrity Risk International LLC
- Altegrity Security Consulting, Inc.
- HireRight Records Services, Inc.
- HireRight Solutions Inc.
- Employees of Corporate Risk International, Inc. before January 29, 2010
- Corporate Risk Holdings, LLC
- Kroll Security Group, Inc.
- Kroll Associates, Inc.
- Kroll Ontrack Inc.
- Kroll Factual Data, Inc.
- Kroll Background America, Inc.
- Mortgage Information Source
- TrialGraphix Inc.
- CVM Solutions, LLC
- General Information Solutions LLC

If you terminate your employment with your Employer, you may be able to receive a portion or all of your Account based on your vested percentage. You are always 100% vested in your Deferral Contributions, Rollover Contributions, Employer Nonelective Contributions, Qualified Nonelective Contributions, and any earnings on these contributions. If you are employed on or after January 1, 2016, you will also be 100% vested in your Employer Matching Contributions and earnings.

You will automatically become 100% vested in your Employer Matching Contributions if you die or become disabled while an active employee. Alternative vesting schedules apply to certain categories of employees for specified contribution types, and are set forth below.

Vesting under the Plan is based upon the elapsed time method, which means your service is computed based on your period of employment service rather than the individual hours performed while you are employed. A period of employment service starts with your date of employment and, generally, ends on your date of termination. Only your whole years of service with your Employer will be counted to compute your years of service for vesting purposes. For example, if you work for two years and ten months then for vesting purposes you will receive credit for two years of service.

A. Alternative Vesting Schedules

Employees who are members of the following categories will have their specified contributions vest according to the applicable vesting percentages described below applied.

1. Prior HireRight Employees

If you were employed by HireRight, Inc. (“HireRight”) and participated in the HireRight 401(k) Plan before January 1, 2008, you will be 100% vested in your Match and HireRight QACA Frozen contributions.

If you were employed by HireRight before January 1, 2010, became a participant in the HireRight 401(k) Plan on or after January 1, 2008, and terminated on or before December 31, 2010, your Match and HireRight QACA Frozen contributions will be subject to the following vesting schedule:

Years of Service	Vesting Percentage
less than 2	0
2	100

If you were employed by HireRight before January 1, 2010 and became a participant in the HireRight 401(k) Plan on or after January 1, 2008, and are employed after December 31, 2010, your Match and HireRight QACA Frozen contribution will be subject to the following vesting schedule.

Years of Service	Vesting Percentage
less than 1	0
1	33
2	100

2. Prior Labat-Anderson Employees

If you were employed by Labat-Anderson Incorporated (“Labat-Anderson”) as an hourly employee before January 29, 2010, you will be 100% vested in your Match contributions. If you were employed by Labat-Anderson other than as an hourly employee before January 1, 2010 and terminated on or before December 31, 2010, your Match contributions will be subject to the following vesting schedule:

Years of Service	Vesting Percentage
less than 1	0
1	25
2	50
3	100

If you were an employee on the employment records of Labat-Anderson with an employee number of 1-37, you will be 100% vested in your Labat-Anderson Frozen ER contributions.

3. Employees Covered by the Service Contract Act (SCA)

Employees covered by the Service Contract Act (SCA) are 100% vested in SCA Match contributions.

4. Former participants in the General Information Services, Inc. 401(k) Plan who terminated on or before December 31, 2018

If you were a participant in the General Information Services, Inc. 401(k) Plan and terminated employment on or before December 31, 2018 and did work an hour of service for the Employer on or after January 1, 2019, your transferred GIS Match and transferred GIS Profit Sharing contributions will be subject to the following vesting schedule:

Years of Service	Vesting Percentage
less than 1	0
1	10
2	20
3	40
4	60
5	80
6	100

5. Former participants in the General Information Services, Inc. 401(k) Plan who work an Hour of Service for the Employer on or after January 1, 2019

If you are a former participant in the General Information Services, Inc. 401(k) Plan and worked an Hour of Service for the Employer on or after January 1, 2019, you are 100% vested in Match, Safe Harbor Match,

Profit Sharing, transferred GIS Match and transferred GIS Profit Sharing Contributions.

6. Employees on October 17, 2012

If you were an employee of any Employer on October 17, 2012, you are 100% vested in Match contributions.

7. Prior Explore Employees

If you were an employee of Explore Information Services, LLC (“Explore”) on June 14, 2011, you are 100% vested in Match contributions.

8. Employees as of July 1, 2013 through December 31, 2013

If you were employed by any Employer on or after July 1, 2013, but before January 1, 2014, you are 100% vested in Match contributions.

9. Terminated Participants on or before December 31, 2010

If your employment with your Employer terminated on or before December 31, 2010, and you are not otherwise included in any group specified above, your Match contributions will be subject to the following vesting schedule:

Years of Service	Vesting Percentage
less than 1	0
1	20
2	40
3	60
4	80
5	100

10. Terminated Participants before July 1, 2013 who were Hired after October 17, 2012 and Rehired between July 1, 2013 and December 31, 2013

If your employment with your Employer terminated before July 1, 2013, and you were hired after October 17, 2012, and you are re-employed by an Employer between July 1, 2013 and December 31, 2013 and before the non-vested portion of your Account is forfeited (as described in Section IV.B., below) and not subject to reinstatement (as described in Section IV.D., below), then you are 100% vested in Match Contributions.

11. Other Participants

If you are not otherwise subject to one of the above vesting schedules and your employment terminated before October 17, 2012, or if you were hired after October 17, 2012, but were not employed on July 1, 2013, you will be vested in your Employer Matching Contributions made before July 1, 2013, according to the following schedule:

Years of Service	Vesting Percentage
less than 1	0
1	33
2	67
3	100

If you are not otherwise subject to one of the above vesting schedules and if you were first employed on or after January 1, 2014, and terminated employment before December 31, 2015, you will be vested in your Employer Matching Contributions made before January 1, 2016, according to the following schedule:

Years of Service	Vesting Percentage
less than 1	0
1	33
2	67
3	100

B. Forfeiture of Unvested Amounts

If you terminate your employment with your Employer and are less than 100% vested in any portion of your Account, you will forfeit the non-vested portion of your Account. A forfeiture will occur in the Plan Year that you receive a distribution of your entire vested Account or, if you do not receive a distribution, five years after your service terminates (five consecutive one-year breaks in service, as described below). Forfeitures are retained in the Plan and may be used to pay administrative expenses or reduce future Employer contributions payable under the Plan.

Example: (This example is for illustration purposes only.) Assume you terminate your employment in 2011 with two years of service and the following contribution sources in your Account:

Source	Amount	Vested Percentage	Vested Amount	Unvested Amount
Deferral Contributions	\$8,000	100%	\$8,000	\$0
Matching Contributions	<u>\$4,000</u>	67%	<u>\$2,680</u>	<u>\$1,320</u>
Total	\$12,000		\$10,680	\$1,320

If you take a complete distribution of your Account in 2012, you will receive \$10,680, which is the vested amount. The unvested amount of \$1,320 will be forfeited in 2012 to the Plan. If you do not take a distribution, the unvested amount of \$1,320 will be forfeited in 2017 following the fifth anniversary of your employment termination date.

Remember, you are always 100% vested in your own Deferral Contributions (and any earnings on those Deferral Contributions) in your Account under the Plan.

C. Breaks in Service

A break in service occurs if you do not have one hour of service in the twelve consecutive month period beginning with the earlier of the day your employment terminates or the twelve month anniversary of the date on which you are otherwise first absent from service.

If you are absent from work due to a maternity or paternity leave, then the twelve consecutive month period beginning on the first anniversary of the first date of that absence will not be a one-year break in service. When any period of absence is due to military service entitling you to reemployment rights under federal law and you return to work with your Employer following that absence, there will be no break in service and you will be credited with service for the entire period of that absence.

D. Reemployment

If you were a Participant in the Plan when you terminated your employment and are re-employed by your Employer, then

you will again become a Participant on the date you are reemployed. If you are re-employed after you have five consecutive one-year breaks in service and you were not fully vested in your Account Balance when you previously terminated employment, that non-vested portion of your Account Balance will be forfeited as explained above. If you previously received a distribution of your vested Account Balance and forfeited the non-vested portion of your Account, you may be able to restore that forfeited amount if:

- You are re-employed by your Employer before you incur five consecutive breaks in service, and
- You repay the full amount of the any distribution of your vested Account before the end of the five-year period that begins on the date you are re-employed.

Example: Assume you terminate employment with your Employer in 2011 with an Account Balance of \$3,000, of which \$2,670 is vested and \$330 is not vested. You elect to receive a lump sum distribution of your vested Account Balance at that time. The remainder, or \$330, is forfeited in 2011. If you are rehired on January 1, 2012 and repay the \$2,670 distribution before January 1, 2017, the \$330 previously forfeited will be restored to your Account, and your service after January 1, 2012, is counted toward vesting in the \$330 unvested portion of your pre-break Account Balance that has been restored to \$3,000.

VI. Participant Loans

A. General Loan Rules

The Plan is designed to help you accumulate savings for your retirement. However, the Employer recognizes that in some cases you may need to obtain money for special needs. Although you may be able to withdraw money from the Plan to meet some needs (see In Service Withdrawals below), the Plan also allows active employees to borrow from their Account under the Plan. Loans are administered in accordance with loan procedures described in this SPD, any loan procedures adopted by the Plan Administrator, and other requirements that Fidelity, the Plan's recordkeeper, may require. Loans are not considered distributions and are not subject to Federal or state income taxes, provided they are repaid as required. While you do have to pay interest on your loan, both the principal and interest are deposited in your Account.

B. Specific Loan Procedures

1. Loan Application and Fees

You may apply for a loan by calling the Fidelity Retirement Benefits Line, 1-800-835-5097 or by accessing the NetBenefits® web site at www.401k.com. All telephone calls will be recorded. Loans will be allowed for any purpose. A loan set up fee of \$75 will be deducted from your Account for each new loan processed, and you will be assessed an annual fee of \$25 for each year the loan remains outstanding.

2. Loan Amount

The minimum loan amount is \$1,000 and the maximum amount is the lesser of one-half of your vested Account Balance or \$50,000 reduced by the highest outstanding loan balance in your Account during the prior twelve month period. All of your loans from plans maintained by your Employer will be considered for purposes of determining the maximum amount of your loan. Up to 50% of your vested Account Balance will serve as collateral for the loan.

3. Number of Loans

You may only have 1 loan outstanding at any given time. You may apply for only 1 loan each calendar year. If you have an existing loan you may not apply for another loan until the existing loan is paid in full.

4. Interest Rate

All loans shall bear a rate of interest based on the prime interest rate (reported by Reuters and as determined by

Fidelity) plus 2%. You will be informed of the current interest rate at the time you apply for your loan. The interest rate will remain fixed throughout the duration of your loan.

5. Loan Repayments and Loan Maturity

All loans must be repaid in level payments at least a quarterly through after-tax payroll deductions. The term of the loan may not exceed five years, unless the loan is for the purchase of your principal residence in which case the term may not exceed 10 years. If repayment is not made by payroll deduction, a loan shall be repaid to the Plan by payment to the Employer.

The level repayment requirement may be waived for a period of one year or less if you are on a leave of absence, however, your loan must still be repaid in full on the original maturity date. If you are on a military leave of absence, the repayment schedule may be waived for the entire length of your leave. Your loan will accrue interest during this time, and upon return from a military leave of absence, your loan will be reamortized to extend the length of the loan by the length of the leave.

6. Default or Termination of Employment

If you fail to make payments on your loan as promised, or your loan is not repaid within its term, the loan will be in default as further described below and the outstanding balance, along with all accrued interest, will be treated as a taxable distribution to you and reported to the IRS as taxable income to you.

The Plan Administrator will consider a loan in default if any scheduled repayment remains unpaid as of the last business day of the calendar quarter following the calendar quarter in which a loan is initially past due (end of the "cure period"), or if there is any outstanding balance at the end of the cure period for the last scheduled payment date.

The entire outstanding principal and accrued interest on your loan will become immediately due and payable if you terminate employment, die, or become disabled. If you fail to repay your loan (or make arrangements for repayment of the loan satisfactory to the Plan Administrator) following termination of employment, the outstanding loan amount will become taxable to you at the end of the cure period and your Account Balance will be reduced by the amount outstanding.

However, if your termination of employment results from a corporate action on the part of your Employer and you remain performing the same job after that corporate action, within 60 days of your termination of employment you may request that the Plan Administrator roll over your loan to your new employer's retirement plan (if such new plan will accept your loan rollover). Unless you roll over your loan, any default in repayment to the Plan will result in the treating of the balance due for your loan as a taxable distribution from the Plan.

VII. In-Service Withdrawals

While you are actively employed, you may only request withdrawals under limited circumstances. Withdrawals are not loans and do not have to be repaid. They are taxable to you at the time of distribution. The following types of withdrawals are available under the Plan:

A. Hardship Withdrawals

If you are an employee and request a hardship withdrawal, you may withdraw certain contributions to satisfy the following immediate and heavy financial needs: (1) medical expenses for you, your spouse, children, dependents or a primary Beneficiary designated by you under the Plan; (2) the purchase of your principal residence; (3) to prevent your eviction from, or foreclosure on, your principal residence; (4) to pay for post-secondary education expenses (tuition, related educational fees, room and board) for you, your spouse, children, dependents or a primary Beneficiary designated by you under the Plan for the next twelve months; (5) to make payments for burial or funeral expenses for your deceased parent, spouse, child, dependent or a primary Beneficiary designated by you under the Plan; (6) to pay

expenses for the repair of damage to your principal residence that would qualify for the casualty deduction under Section 165 of the Internal Revenue Code (without regard to whether the loss exceeds 10% of adjusted gross income); or any other immediate and heavy financial need as determined based on Internal Revenue Service regulations.

The minimum hardship withdrawal is \$500. Only Deferral Contributions are available for hardship withdrawals; you may not take a hardship distribution of any Account Balance attributable to Employer contributions. In accordance with Internal Revenue Service regulations, you must first exhaust all other assets reasonably available to you before obtaining a hardship withdrawal. This includes obtaining a loan from this Plan and any other qualified plan maintained by your Employer.

Hardship withdrawals are subject to income taxes, as well as a 10% early withdrawal penalty if you have not reached age 59 ½. If you have sufficient funds in your Account, the hardship amount you request may include an amount to cover tax withholding and early distribution penalties imposed on your withdrawal in addition to the amount needed for the hardship. Hardship withdrawals will be subject to the 10% income tax withholding rate unless you elect not to opt out of the withholding.

B. Withdrawals after Age 59 ½

If you have reached age 59 ½, then you may elect to withdraw all or any portion of your entire vested Account while you are still employed by your Employer.

C. Withdrawals after Age 70 ½

If you have terminated employment and have not taken a distribution of your Account by the April 1 of the year following the year in which you turn 70 ½, federal law requires that you begin receiving minimum required distribution payments of your Account Balance. If you are still employed by your Employer, you will not be required to begin receiving minimum required distribution payments. However, you are permitted to take withdrawals while employed if you wish. For more information, please refer to Section B under Article VIII, Distribution of Benefits, below.

D. Withdrawals of Rollover Contributions

If you have a balance in your rollover contributions Account from amounts you rolled over into the Plan from another employer's plan, you may elect to withdraw all or a portion of it. There is no limit to the number of withdrawals you can take from rollover contributions you made to the Plan.

E. ESOP Withdrawals

The prior ESOP balance may be withdrawn when a participant reaches age 55 and has 10 years of service.

F. Qualified Reservist Distribution

If you are called to active duty for a period in excess of 179 days or for an indefinite period by reason of being a member of a reserve component (as defined in section 101 of title 37, United States Code), you are eligible to elect to receive a distribution from your account of amounts attributable to your Deferral Contributions provided such distribution is made during the period beginning on the date of the order or call to active duty and ending at the close of the active duty period.

G. Taxation of In Service Withdrawals

The amount of any taxable withdrawal that is not rolled over into an Individual Retirement Account or another qualified employer retirement plan will be subject to Federal and state, if applicable, income tax withholding. In general, the taxable amount of any withdrawal that is not rolled over into an Individual Retirement Account or another qualified employer retirement plan will be subject to 20% federal income tax withholding and any applicable state income tax withholding that will be deducted before payments are made to you.

In addition to ordinary income tax, you may have to pay an additional 10% federal penalty tax on the amount you receive if you take money (including in-service and hardship withdrawals) out of the Plan before you reach age 59 ½, unless the distribution is:

- Paid to your Beneficiary because of your death or disability;
- For certain large medical expenses;
- A corrective distribution due to nondiscrimination requirements or IRS limitations;
- A Qualified Reservist Distribution; or
- A distribution made to an alternate payee under a qualified domestic relations order.

VIII. Distribution of Benefits

A. Eligibility for Benefits

A distribution can be made to you if you request one due to your disability, retirement, or termination of employment. Your Beneficiary or Beneficiaries may request a distribution of your vested Account Balance in the event of your death. The value of your Account Balance will continue to be adjusted for investment earnings or losses, as applicable, until distributed to you.

If your vested Account Balance is \$1,000 or less at any time following your termination of employment, you will automatically receive a lump sum distribution payable to you unless you elect to roll over your vested Account Balance to an IRA or another qualified plan.

If your vested Account Balance exceeds \$1,000, but is not more than \$5,000 at any time following your termination of employment and you are not age 65 or older, your vested Account Balance will automatically be rolled over to an IRA established on your behalf with Fidelity Investments unless you elect to roll over your vested Account Balance to another IRA or qualified plan. Your vested Account Balance will be invested in a type of investment designed to preserve principal and provide a reasonable rate of return and liquidity, such as an interest-bearing account, a certificate of deposit, or a money market fund. The IRA provider will charge your IRA for any expenses associated with the establishment and maintenance of the IRA and with the IRA investments. If your vested Account Balance is rolled over to an IRA under this “automatic rollover” requirement, you will be given more information at that time regarding the IRA provider and any fees or expenses associated with the IRA.

If your vested Account Balance is more than \$5,000, you may delay your distribution until you request a distribution or until you are required by law to begin receiving minimum required distributions after reaching age 70 ½.

You will remain eligible to request a distribution at any time, unless you are re-employed by an Employer. You may request that the amount be distributed directly to you in the form of a lump sum payment or to request that it be rolled over to an IRA provider or another retirement plan eligible to receive rollover contributions.

You should consult with your tax advisor to determine the financial impact of your situation before you request a distribution. You may apply for a distribution by calling the Fidelity Retirement Benefits Line at 1-800-835-5097 and/or by accessing the NetBenefits® web site at www.401k.com. All telephone calls will be recorded.

B. Distributable Events

You are eligible to request a distribution of your vested Account Balance based on any of the following events:

1. Termination of Employment

Generally, if you terminate your employment with your Employer and a Related Employer, you may elect to receive a distribution of your vested Account Balance from the Plan.

2. Disability

If you become disabled while you are employed by your Employer so that you are eligible for disability benefits under your Employer's Long-Term Disability Plan or eligible for Social Security disability benefits, the full value of your Account Balance may be distributed to you upon request. You will automatically become 100% vested in your Account Balance when you become disabled. You may request a distribution of your Account Balance only if you terminate your employment with your Employer and a Related Employer.

3. Retirement

You do not have to terminate your employment with your Employer or any Related Employer just because you attain your normal retirement age of 65. However, you will automatically become 100% vested in your Account Balance upon reaching age 65 while employed.

4. Minimum Required Distributions

You are required by law to receive a minimum required distribution from the Plan no later than April 1 of the calendar year following the calendar year you turn 70 ½ or terminate your employment, whichever is later. Once you start receiving your minimum required distribution, you should receive it at least annually and you should complete the appropriate documentation each year until all assets in your Account are distributed. If you have any questions about your minimum required distributions, please contact the Plan Administrator.

5. Death

If you are a Participant in the Plan and die before your Account is distributed to you, your vested Account Balance, if any, will be paid to your designated Beneficiary or Beneficiaries. If you are an employee of an Employer or any Related Employer at the time of your death, your Account Balance will automatically become 100% vested. You may designate a Beneficiary or Beneficiaries by accessing the NetBenefits® web site at www.401k.com. If you are married and want to designate someone other than your spouse as your primary Beneficiary, your spouse must consent to this designation by signing the beneficiary form. His/her signature must be witnessed by a Plan representative or a notary public. You should contact Fidelity Investments to obtain a beneficiary designation form.

C. Form of Payments - Lump Sum Distributions

Your benefit will be paid in a single distribution in the manner you elect. This single distribution can either be a direct payment to you (a "Non-rollover Distribution"), a Direct Rollover Distribution to another qualified plan or IRA, or a combination of a Non-rollover and a Direct Rollover. You should consult a qualified tax advisor concerning the impact a distribution, and the form of that distribution, may have on your particular tax situation.

1. Non-rollover Distribution

You may elect to have your entire Account Balance distributed directly to you. Any distribution paid directly to you will be subject to mandatory federal income tax withholding of 20% of the taxable distribution, plus any applicable state income tax withholding, and the remaining amount will be paid to you. You cannot elect out of this tax withholding but you can avoid it by electing a direct rollover distribution as described below. This withholding is not a penalty but a prepayment of your Federal income taxes that will be due as a result of the distribution being included in your taxable income.

You may roll over the taxable distribution you receive to an IRA or another employer's qualified plan, if it accepts rollover contributions and you roll over this distribution within 60 days after receipt. You will not be taxed on any amounts timely rolled over into the IRA or your new employer's qualified Plan until those amounts are later distributed to you. However, if you elect to receive a distribution directly payable to you and later decide to roll over that distribution to an IRA or another qualified plan, the required withholding

amounts will still be reported and paid to the IRS as taxable income to you, and will not be refunded to you by the Plan. Any withheld amounts that are not included in the rollover will be considered taxable income to you unless you supplement the rollover with an amount equal to any withheld amount. Any amounts not rolled over may also be subject to a 10% early withdrawal penalties prescribed under the Internal Revenue Code. This penalty does not apply to payments made to you if you terminate employment from the Employer and any Related Employer during or after the year you reach age 55. It also does not apply to any distributions made after you reach age 59½.

2. Direct Rollover Distribution

As an alternative to a non-rollover distribution, you may request that your entire distribution be rolled directly into a Fidelity IRA, a non-Fidelity IRA, or to another employer's qualified plan that accepts rollover contributions. Federal income taxes will not be withheld on any direct rollover distribution.

When you call the Fidelity Retirement Benefits Line to request a distribution, you will be asked whether you will be rolling over any part of your distribution. If you wish to have any part of your distribution rolled over to an IRA or another qualified plan, you will need to speak to a Fidelity representative.

- a. **Rollover to Fidelity IRA** - You will be asked whether you have received a Fidelity Rollover IRA kit. If you haven't received a Fidelity Rollover IRA kit, the Fidelity representative will send out one. Then, your rollover request will be entered on the system and will pend (for up to 90 days) until the Rollover IRA account is set up. You must return the signed Rollover IRA application to Fidelity's Retail Customer Service Department (in Dallas, TX) in order to set up the Rollover IRA account. Once the Rollover IRA account has been set up, your vested Account Balance will be transferred to the Fidelity Rollover IRA.
- b. **Rollover to Non-Fidelity IRA** - A check will be issued by the Trustee payable to the IRA custodian or trustee for your benefit. The check will contain the notation 'Direct Rollover' and it will be mailed to you. You will be responsible for forwarding it on to the custodian or trustee of your IRA. You must provide the Plan Administrator with complete information to facilitate your direct rollover distribution.
- c. **Rollover to Another Employer's Qualified Plan** - You should check with your new employer to determine if its plan will accept rollover contributions. If allowed, a check will be issued by the Trustee payable to the trustee of your new employer's qualified plan. The check will contain the notation 'Direct Rollover' and it will be mailed to you. You will be responsible for forwarding it on to the trustee of the new employer's plan. You must provide the Plan Administrator with complete information to facilitate your direct rollover distribution.

3. Combination Non-rollover Distribution and Direct Rollover Distribution

You may request that part of your distribution be paid directly to you and the balance rolled into an IRA, another employer's retirement plan, or a 403(a) annuity. Any part of the distribution paid directly to you will be subject to the federal income tax withholding rules referred to in paragraph 1 above and any direct rollover distribution will be made in accordance with paragraph 2 above. Your direct rollover distribution must be at least \$500.

You will pay income tax on the amount of any taxable distribution you receive from the Plan unless it is rolled into an IRA or another employer's qualified Plan. A 10% IRS early distribution penalty tax may also apply to your taxable distribution unless it is rolled into an IRA or another qualified plan. The 20% Federal income tax withheld under this section may not cover your entire income tax liability. This penalty does not apply to payments made to you if you terminate employment from the Employer and any Related Employer during or after the year you reach age 55. It also does not apply to any distributions made after you reach age 59½.

The rules governing the tax treatment of Plan distributions are very complex and subject to change. You should consult with a qualified tax advisor before taking a distribution. Neither your Employer nor the Plan Administrator can provide this advice, and you may not and should not rely on any advice given to you by any employee of the Employer.

IX. Miscellaneous Information

A. Benefits Not Insured

Benefits provided by the Plan are not insured or guaranteed by the Pension Benefit Guaranty Corporation under Title IV of ERISA because the insurance provisions under ERISA are not applicable to this particular Plan. You will only be entitled to the vested benefits in your Account based upon the provisions of the Plan and the value of your Account will be subject to investment gains and losses.

B. Attachment of Your Account and QDROs

Your Account may not be attached, garnished, assigned or used as collateral for a loan outside of this Plan except to the extent required or permitted by law. Your creditors may not attach, garnish or otherwise interfere with your Account Balance except in the case of a proper Internal Revenue Service tax levy or a Qualified Domestic Relations Order (QDRO). A QDRO is a special order issued by the court in a divorce, child support or similar proceeding. In this situation, your spouse, or former spouse, or someone other than you or your Beneficiary, may be entitled to a portion or all of your Account Balance based on a domestic relations order that the Plan Administrator determines to be qualified. Participants and Beneficiaries can obtain, without a charge, a copy of the Plan's procedures for determining whether a domestic relations order is qualified from the Plan Administrator.

C. Plan-to-Plan Transfer of Assets

Your Employer may direct the Trustee to transfer all or a portion of the assets in the Account of designated Participants to another plan or plans maintained by your Employer or other employers subject to certain restrictions. The plan receiving the Trust Funds must contain a provision allowing the transfer and preserve any benefits required to be protected under existing laws and regulations. In addition, a Participant's vested Account Balance may not be decreased as a result of the transfer to another plan.

D. Plan Amendment

Your Employer reserves the authority to amend certain provisions of the Plan by taking the appropriate action. However, any amendment may not eliminate certain forms of benefits under the Plan or reduce the existing vested percentage of your Account Balance derived from Employer contributions. If you have three or more years of service with an Employer and the vesting schedule is amended, then you will be given a choice to have the vested percentage of future Employer contributions made to your Account computed under the new or the old vesting schedule.

E. Plan Termination

Your Employer has no legal or contractual obligation to make annual contributions to or to continue the Plan. Your Employer reserves the right to terminate the Plan at any time by taking appropriate action as circumstances may dictate, with the approval of the Board of Directors. In the event the Plan should terminate, each Participant affected by such termination shall become 100% vested in his or her Account Balance. The Plan Administrator will facilitate the distribution of Account Balances upon termination in single lump sum payments to each Participant in accordance with Plan provisions until all assets have been distributed.

F. Interpretation of Plan

The Plan Administrator has the power and discretionary authority to construe the terms of the Plan based on the Plan document, existing laws and regulations and to determine all questions that arise under it. Such power and authority includes, for example, the administrative discretion necessary to resolve issues with respect to an employee's eligibility for benefits, credited service, disability, and retirement, or to interpret any other term contained in Plan documents

including this SPD. The Plan Administrator's interpretations and determinations are final and binding on all Participants, Employees, former Employees, and their Beneficiaries.

G. Electronic Delivery

This Summary Plan Description and other important Plan information may be delivered to you through electronic means. This Summary Plan Description contains important information concerning the rights and benefits of your Plan. If you receive this Summary Plan Description (or any other Plan information) through electronic means you are entitled to request a paper copy of this document, free of charge, from the Plan Administrator. The electronic version of this document contains substantially the same style, format and content as the paper version.

X. Internal Revenue Code Tests

A. Limit on Contributions

In addition to the specific dollar limits on Deferral Contributions and Catch-up Contributions described in Section III of this SPD, federal law also limits the total amount of all contributions that may be contributed by you and your Employer to the Plan. Contributions under this Plan, along with Employer contributions under any other tax-qualified Employer-sponsored defined contribution plans, are taken into account in determining whether these limits are exceeded. Based on contributions made to this Plan, it is not likely that these limits will be exceeded. However, if this does occur, then excess contributions in your Account may be forfeited or refunded to you based on the provisions of the Plan document. You will be notified by the Plan Administrator in the unlikely event that you have any excess contributions to this Plan.

B. Top Heavy Test

The Plan is subject to the Internal Revenue Code "top-heavy" test. Each Plan Year, the Plan Administrator tests this Plan, together with any other Employer-sponsored qualified plans that cover one or more key employees, to ensure that no more than 60% of the benefits are for key employees. If this Plan is top-heavy, then your Employer may be required to make a minimum annual contribution on your behalf to this, or another Employer sponsored plan, if you are employed as of Plan Year-end. In addition, the following vesting schedule will be used instead of the one previously listed in the vesting section of this Summary Plan Description.

Years of Service	Vesting Percentage
less than 2	0
2	20
3	40
4	60
5	80
6	100

XI. Participant Rights

A. Claims Procedures

A Plan Participant or Beneficiary may make a claim for benefits under the Plan. Any such claim you file must be submitted to the Plan Administrator in a form and manner acceptable to the Plan Administrator. Contact your Plan Administrator

for more information. Generally, the Plan Administrator will provide you with written notice of the determination of your claim within 90 days after the Plan receives your claim. If the Plan Administrator determines that special circumstances require an extension of time to process your claim, the Plan Administrator will provide you written notice of the extension before the initial 90-day period expires. The extension period will not exceed an additional 90 days. The extension notice will indicate the special circumstances requiring the extension of time and the date by which the Plan expects to render the benefit determination. If your claim is denied in whole or in part, this is considered an “adverse benefit determination.” The Plan Administrator will disclose to you in writing the specific reasons for the denial, a reference to the specific provisions of the Plan on which the determination is based, a description of additional material or information necessary for the claimant to perfect the claim and an explanation of why it is required, and information about the steps that must be taken to submit a timely request for review of the adverse benefit determination, including a statement of your right to bring a civil action under Section 502(a) of ERISA following an adverse determination upon review.

B. Review Procedures (For Appeal of an Adverse Benefit Determination)

You may appeal an adverse benefit determination made under the procedures described above within 60 days after the date following your receipt of notification of the denied claim by filing a written request for review with the Plan Administrator. This written request may include comments, documents, records, and other information relating to your claim for benefits. You shall be provided, upon your request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits. The review will take into account all comments, documents, records, and other information submitted by you relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination. Generally, the Plan Administrator will provide you with written notice of the determination of your claim on review within 60 days after receipt of your appeal by the Plan. If the Plan Administrator determines that special circumstances require an extension of time to process your claim, the Plan Administrator will furnish written notice of the extension to you before the initial 60-day period expires. The extension period will not exceed 60 days. The extension notice will indicate the special circumstances requiring an extension of time and the date by which the Plan Administrator expects to render the benefit determination on review.

In the event your claim on review is denied, the Plan Administrator will disclose to you in writing the specific reasons for the denial, a reference to the specific provisions of the Plan on which the determination is based, a statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits, and a statement that describes any voluntary appeal procedures offered by the Plan and your right to obtain information about such procedures, including a statement of your right to bring a civil action under Section 502(a) of ERISA following an adverse determination upon review.

C. Statement of ERISA Rights

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

D. Receive Information about Your Plan and Benefits

- Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, 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, and copies of the latest annual report (Form 5500 Series) and updated Summary Plan Description. The Plan 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 each year.

- Obtain a statement telling you the fair market value of your vested, accrued benefit, as of the date for which the benefits are reported, if you stop working under the Plan now. If you do not have a right to a benefit under the plan, the statement will tell you how many more years you have to work to get a right to a benefit. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The Plan must provide the statement free of charge.

E. Prudent Actions by Fiduciaries

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

F. Enforce Your Rights

If your claim for a benefit under the Plan 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 the above 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 suit in a Federal court. The Plan's agent for legal service of process in the event of a lawsuit is the Plan Administrator. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in Federal court. If it should happen that 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 frivolous.

G. Assistance with Your Questions

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or your rights under ERISA, or if 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, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

XII. Services and Fees

Fees and expenses charged under your Account will impact your retirement savings, and fall into three basic categories. *Investment fees* are generally assessed as a percentage of assets invested, and are deducted directly from your investment returns. Investment fees can be in the form of sales charges, loads, commissions, 12b-1 fees, or management fees. Certain of these investment fees may not apply depending upon the funds and share classes available in the Plan. You can obtain more information about such fees from the documents (e.g., a prospectus) that describe the investments available under the Plan. *Plan administration fees* cover the day-to-day expenses of your Plan for recordkeeping, accounting, legal and trustee services, as well as additional services that may be available

under your Plan, such as daily valuation, telephone response systems, internet access to plan information, retirement planning tools, and educational materials. In some cases, these costs are covered by investment fees that are deducted directly from investment returns. In other cases, these administrative fees are either paid directly by your Employer, or are passed through to the Participants in the Plan, in which case a recordkeeping fee will be deducted from your Account. *Transaction-based fees* are associated with optional services offered under your Plan, and are charged directly to your Account if you take advantage of a particular plan feature that may be available, such as a Plan loan. For more information on fees associated with your Account, refer to your Account statement or speak with your Plan Administrator.