

2023 Savings Plan

between

FCA US LLC



FIAT CHRYSLER AUTOMOBILES

and the



**Specifically pertaining to
Employees working at the
Battery Plant in Kokomo,
Indiana**

LITHO IN U.S.A.

FCA LLC UAW SAVINGS PLAN
Amended and Restated
Effective November 20, 2023

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SHADING REPRESENTS NEW
LANGUAGE IN THE 2023 AGREEMENT

FCA US LLC UAW SAVINGS PLAN

Amended and Restated

Effective November 20, 2023

INTRODUCTION

Effective as of January 1, 1985, Chrysler Corporation (or between June 1, 1986 and December 31, 1989 its subsidiary Chrysler Motors Corporation), a corporation organized and existing under the laws of the State of Delaware, adopted the Chrysler Deferred Pay Plan for Hourly Employees (excluding Skilled Trades) and transferred certain assets for hourly non-skilled trades employees who formerly were participating in the Deferred Pay Plan, Part B of the Chrysler Employee Stock Ownership Plan. Effective as of October 1, 1989 the Chrysler Deferred Pay Plan for Hourly Skilled Trades Employees was merged into the Chrysler Deferred Pay Plan for Hourly Employees (excluding Skilled Trades) and the name of the Chrysler Deferred Pay Plan for Hourly Employees (excluding Skilled Trades) was changed to the Chrysler Hourly Employees' Deferred Pay Plan (hereinafter called the "Plan").

Effective March 1, 1999, the name of the Plan was changed to the DaimlerChrysler Corporation Hourly Employees' Deferred Pay Plan, to reflect the integration of Chrysler Corporation and Daimler Benz AG as of November 12, 1998. The Company has further amended the Plan in certain respects from time to time thereafter to incorporate various design and other changes.

Effective January 1, 2001, the Plan was amended and restated to incorporate the changes necessary to reflect the integration of Chrysler Corporation and Daimler Benz AG on and after November 12, 1998, as well as changes necessary to comply with the General Agreement on Tariffs and Trade, the Uniformed Services Employment and Reemployment Rights Act of 1994, the Small Business Job Protection Act of 1996, the Taxpayer Relief Act of 1997, the Community Renewal Tax Relief Act of 2000, the Economic Growth and Tax Relief Reconciliation Act of 2001, and related legislation and other guidance issued thereunder. Certain of these changes were effective on dates other than January 1, 2001.

Effective January 1, 2009, except as otherwise provided herein or in resolutions of the Board of Managers of Chrysler LLC or the Committee, the Plan was amended and restated to reflect the change of the Plan's name to the Chrysler LLC Hourly Employees' Deferred Pay Plan, and incorporate all of the changes necessary to comply with the Economic Growth and Tax Relief Reconciliation Act of 2001.

Effective January 1, 2012, the Plan was amended and restated to comply with the provisions of Code section 402A (Roth deferrals) and to reflect the provisions of applicable collective bargaining agreements relating to Company contributions on behalf of certain eligible employees.

Effective January 1, 2014, the Plan was amended and restated for purposes of the Plan's IRS determination letter application and to make certain

changes related to Plan administration, and effective December 15, 2014, to reflect the change of the Plan's name to the "FCA US LLC Hourly Employees' Deferred Pay Plan."

Effective September 15, 2015 or as otherwise provided herein, the Plan **was** amended and restated to reflect the agreement reached pursuant to the 2015 Production, Maintenance and Parts Agreement, Letters, Memoranda and Agreements, between FCA US LLC and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, and the Plan renamed as the "FCA US LLC UAW Savings Plan."

Effective December 16, 2019 or as otherwise provided herein, the Plan **was** amended and restated to reflect the agreement reached pursuant to the 2019 Production, Maintenance and Parts Agreement, Letters, Memoranda and Agreements, between FCA US LLC and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America.

Effective November 20, 2023 or as otherwise provided herein, the Plan is hereby amended and restated to reflect the agreement reached pursuant to the 2023 Production, Maintenance and Parts Agreement, Letters, Memoranda and Agreements, between FCA US LLC and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America.

References in the Plan to "FCA US LLC" or the "Company" shall, as appropriate, be interpreted to refer to "Chrysler," "Chrysler Corporation,"

“DaimlerChrysler,” “DaimlerChrysler Corporation,” “Chrysler LLC” or “Chrysler Group LLC” (regardless of whether the terms are used to refer to the corporate entity, to the name of an employee benefit plan, or otherwise) for periods prior to the Effective Date of this Restatement.

ARTICLE I

Definitions

1.01 Definitions. The following terms when used in this Plan, unless the context clearly indicates otherwise, shall have the meanings set forth below:

(a) The term “Account” means the assets credited to a Participant in the Trust Fund established under this Plan, segregated according to assets representing the Participant’s Pre-Tax Savings, the Participant’s Roth Savings, the Participant’s After-Tax Savings, the Participant’s Rollover Contributions, if any, the Participant’s Transfer Contributions, if any, and Company Retirement Contributions.

(b) The term “Affiliated Company” shall mean any entity, other than the Company, during the period in which such entity is (1) a member of a controlled group of corporations, within the meaning of section 1563(a)(1) of the Code, determined without regard to sections 1563(a)(4) and 1563(e)(3)(C) of the Code, of which the Company is a member; or (2) a member of a group of trades or businesses under common control, within the meaning of section 414(c) of the Code, with the Company; (3) any organization (whether or not incorporated) which is a member with the Company of an affiliated service group as defined in Code section 414(m); and (4) any other

entity required to be aggregated with the Company under regulations issued pursuant to Code section 414(o).

(c) The term “After-Tax Savings” means the amounts saved by an Employee in the Plan, pursuant to Section 3.01(b) hereof.

(d) The term “After-Tax Savings Account” means that portion of a Participant’s Account under the Plan to which After-Tax Savings and the earnings thereon are credited.

(e) The term “After-Tax Savings Agreement” means an agreement between an Employee and the Company entered into pursuant to Section 2.02 hereof.

(f) The term “Automatic Contribution Employee” means, each Employee who satisfies the requirements of Section 2.01 of the Plan. An Employee shall cease to be an Automatic Contribution Employee if the Employee makes an election to (i) have Pre-Tax Savings or Roth Savings made on his behalf in a different percentage of the Employee’s Compensation than provided by Section 2.07(b) or, effective January 1, 2020, 2.07(c) hereof, as applicable, or (ii) not have any Pre-Tax Savings or Roth Savings made on his behalf.

(g) The term “Automatic Contribution Participant” means an Automatic Contribution Employee who becomes a Participant pursuant to Section 2.07(a) hereof. An Automatic Contribution Participant shall cease to be an Automatic Contribution Participant if the Participant makes an

election to (i) have Pre-Tax Savings or Roth Savings made on his behalf in a different percentage of the Participant's Compensation than provided in Section 2.07(b) or, effective January 1, 2020, 2.07(c), or (ii) not have any Pre-Tax Savings or Roth Savings made on the Participant's behalf.

(h) The term "Automatic Increase Participant" shall mean an Automatic Contribution Participant whose percentage of Compensation contributed to the Plan as Pre-Tax Savings is increased pursuant to Section 2.07(e) hereof or who automatically is treated as an Automatic Increase Participant pursuant to such Section. An Automatic Increase Participant shall cease to be an Automatic Increase Participant (1) as provided in Section 2.07 hereof, or (2) if the Participant makes an election to (i) have Pre-Tax Savings or Roth Savings made on his behalf in a different percentage of the Participant's Compensation than provided in Section 2.07(b) or, effective January 1, 2020, 2.07(c) (or as it may be increased under Section 2.07(d)), or (ii) not have any Pre-Tax Savings or Roth Savings made on the Participant's behalf.

(i) The term "Beneficiary" means any one or more individuals, partnerships, corporations, fiduciaries or other entities designated as the beneficiary or contingent beneficiary to receive any death benefits payable under this Plan as permitted under the provisions of this Plan.

(j) The term "Code" shall mean the Internal Revenue Code of 1986, as amended. A reference to any section of the Code shall also be deemed to refer to any successor statutory provision.

(k) The term “Company” shall mean FCA US LLC and any Affiliated Company which the Committee from time to time may designate by resolution as a subsidiary or affiliate to which, and to all or certain of the Employees of which, this Plan shall be applicable, as mutually agreed by the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America. Any reference in this Plan to FCA US LLC or any Affiliated Company shall include a reference to any predecessor or successor corporation as the context dictates. Prior to December 15, 2014, FCA US LLC was known as “Chrysler Group LLC.”

(l) The term “Company Contributions” shall mean the amounts contributed by the Company to the Trust Fund pursuant to Section 3.02 hereof (including, where applicable, amounts contributed pursuant to Appendix V).

(m) The term “Company Retirement Contributions” means amounts contributed by the Company to the Trust Fund pursuant to Section 3.02(b) hereof.

(n) The term “Committee” shall mean the FCA US LLC Employee Benefits Committee or its successor.

(o) The term “Compensation” shall mean the wages paid by the Employer to a Participant, including overtime pay, bonuses, commissions, differential wage payments (as defined in Code section 3401(h)), fees, and other special compensation, if any, which is paid by the Employer to an Employee during a Plan Year, including for

such Plan Year all of a Participant's salary reductions made pursuant to an arrangement maintained by an Employer under sections 125, 132(f) or 401(k) of the Code during the Plan Year, but excluding reimbursement for expenses. In addition to other applicable limitations which may be set forth in the Plan and notwithstanding any other contrary provision of the Plan, Compensation taken into account under the Plan shall not exceed the applicable dollar limit under Code section 401(a)(17)(A) (\$230,000 for the 2008 Plan Year), adjusted for changes in the cost of living as provided in Code section 401(a)(17)(B) (the "401(a)(17) Limit"). For purposes of Pre-Tax Savings and Roth Savings, Compensation will not be considered to exceed the 401(a)(17) Limit as long as the amount saved in any Plan Year pursuant to a Deferred Pay Agreement does not exceed the product of the 401(a)(17) Limit and the maximum percentage that may be elected by the Participant pursuant to a Deferred Pay Agreement. For purposes of After-Tax Savings, Compensation will not be considered to exceed the 401(a)(17) Limit as long as the amount saved in any Plan Year pursuant to an After-Tax Savings Agreement does not exceed the product of the 401(a)(17) Limit and the maximum percentage that may be elected by the Participant pursuant to an After-Tax Savings Agreement. If a Plan Year is shorter than twelve months, the foregoing 401(a)(17) Limit for the short Plan Year shall be multiplied by a fraction, the numerator of which is the number of months in the short Plan Year and the denominator of which is twelve.

(p) The term "Corporate Payroll Department" shall mean, for Participants paid by the central

payroll departments of FCA US LLC, such central payroll departments. For other Participants, it shall mean such central payroll department which performs for such Participants functions similar to those performed by the FCA US LLC payroll departments.

(q) The term “Deferred Pay Agreement” shall mean an agreement between a Participant and the Employer entered into pursuant to Section 2.02 hereof..

(r) The term “Disability” shall mean, solely for purposes of distribution under this Plan, (1) designation of a Permanent and Total Disability under the FCA US LLC - UAW Pension Agreement; or (2) designation of disability by the U.S. Social Security Administration. The Participant shall be required to provide a valid award letter from the U.S. Social Security Administration of such disability.

This designation will be applicable solely for distributions for disabled Participants under this Plan.

(s) The term “Employee” shall mean each common law employee of the Employer who is employed at an hourly rate of Compensation by the Employer and, effective January 1, 2016, each salaried bargaining unit employee represented by the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW). In addition, the only Employees who are eligible to participate in this Plan are those permitted to participate in accordance with the provisions of Article II.

(t) The term “Employer” shall mean the FCA US LLC and those subsidiaries and affiliates that adopt the Plan with the approval of the Committee, as set forth in Appendix III.

(u) The term “ERISA” shall mean the Employee Retirement Income Security Act of 1974, as amended.

(v) Effective January 1, 2019, the term “Highly Compensated Employee” shall mean an Employee who: (A) was a 5% owner (as defined in section 416(i) of the Code) at any time during the Plan Year or the preceding Plan Year; or (B) received Earnings (as defined in paragraph (e) of Appendix I hereto) in excess of \$80,000 (as adjusted under section 415(d) of the Code to take into account any cost-of-living adjustment provided for that year) during the preceding Plan Year. The determination of whether an Employee is a Highly Compensated Employee will be made with reference to the definitions provided in Code section 414(q) and any regulations issued by the Secretary of the Treasury thereunder.

(w) The term “In-Plan Roth Conversion Contribution” means all or any portion of an eligible rollover distribution to a Participant from this Plan (other than from such Participant’s Roth Savings Account under the Plan) that (1) pursuant to an election by such Participant (as described by the Committee), is contributed in a qualified Rollover Contribution (within the meaning of Code Section 408A(e)) to a designated Roth Savings Account maintained under the Plan for the benefit of such Participant, (2) is permitted to be distributed under the Code at the time of such contribution even if

the amount of the contribution is not otherwise distributable under the terms of the Plan, and (3) is treated (except to the extent of any after-tax contributions) by the Employer as includible in the Participant's income at the time the Participant would have received the amount in cash had the Participant not made the election. Notwithstanding any otherwise conflicting provision herein, a Participant's In-Plan Roth Conversion Contributions shall be accounted for separately under the Plan.

(x) The term "Investment Committee" means the FCA US LLC Pension Investment Committee or its successor.

(y) The term "Named Fiduciary" means the Committee and, with respect to investments made available under the Plan, the Investment Committee.

(z) The term "Normal Retirement Age" shall mean the 65th birthday of a Participant.

(aa) The term "Participant" shall mean an Employee who has become a Participant in the Plan as provided in Section 2.02 hereof. In addition, if a Participant ceases to be an active Participant for any reason, such Participant thereafter shall be entitled to the same rights as to withdrawals, investment fund transfers, Rollover or Transfer Contributions, and distributions upon severance from employment as active Participants in the Plan.

(bb) The term "Participant's Required Minimum Distribution Age" shall mean (i) age 70½, for any Participant who attains age 70½ prior to January 1, 2020, (ii) age 72, for any Participant who attains age 70½ after December 31, 2019, and age 72 prior to

January 1, 2023, (iii) age 73, for any Participant who attains age 72 after December 31, 2022, and age 73 prior to January 1, 2023, and (iv) age 75, for any Participant who attains age 74 after December 31, 2032.

(cc) The term “Plan” shall mean the FCA US LLC UAW Savings Plan (including all Appendices) as set forth herein or in any amendments hereto. The Plan was previously known as the “FCA US LLC Hourly Employees’ Deferred Pay Plan.”

(dd) The term “Plan Year” shall mean the calendar year.

(ee) The term “Pre-Tax Savings” means the amounts of an Employee’s Compensation deferred on a pre-tax basis as provided in Section 3.01 hereof pursuant to a Deferred Pay Agreement.

(ff) The term “Pre-Tax Savings Account” means that portion of a Participant’s Account under the Plan to which is credited Pre-Tax Savings and the earnings thereon.

(gg) The term “Reemployment Commencement Date” means the first day following a Period of Severance on which an Employee performs an hour of service within the meaning of Department of Labor Regulations section 2530.200b-2(a)(1) for the Company.

(hh) The term “Roth Savings” means the amounts of an Employee’s Compensation deferred as provided in Section 3.01 hereof pursuant to a Deferred Pay Agreement that are:

(1) designated irrevocably by the Participant at the time of the cash or deferred election as a Roth elective deferral that is being made in lieu of all or a portion of the Pre-Tax Savings the Participant is otherwise eligible to defer under the Plan; and

(2) treated by the Company as includible in the Participant's income at the time the Participant would have received that amount in cash if the Participant had not made a cash or deferred election.

Unless specifically stated otherwise, Roth Savings shall be treated as Pre-Tax Savings for all purposes under the Plan.

(ii) The term "Roth Savings Account" means that portion of a Participant's Account under the Plan to which is credited Roth Savings, In-Plan Roth Conversion Contributions and the earnings thereon.

(jj) The term "Severance Date" means the earlier of (a) the date an Employee retires, dies, quits, or is discharged; or (b) the first anniversary of the date the Employee is absent for any other reason.

(kk) The term "Transfer Contribution" has the meaning set forth in Section 3.05(b).

(ll) The term "Trust Agreement" shall mean the agreement described in Section 7.02 hereof.

(mm) The term "Trust Fund" shall mean the trust fund described in Section 7.02 hereof.

(nn) The term “Trustee” shall mean the trustee or trustees appointed pursuant to Section 7.02 hereof.

(oo) The term “Valuation Date” shall mean any day on which the New York Stock Exchange or any successor to its business is open for trading, or such other date as may be designated by the Committee.

(pp) The term “Years of Service” means, for purposes of determining an Employee’s vesting in Company Retirement Contributions, a one-year period of service following the date on which the Employee first performs an hour of service, within the meaning of U.S. Department of Labor Regulations section 2530.200b-2(a)(1). An Employee’s period of service for this purpose is to be determined using the “elapsed time method” set forth in section 1.410(a)-7(d) of the Treasury Regulations, and shall be equal to his cumulative service for the Company or an Affiliated Company from the date his employment commences to his Severance Date, plus any period away from work required to be credited under the service spanning rule described below.

Under the service spanning rule, if the Employee returns to service and performs an hour of service within the meaning of U.S. Department of Labor Regulations section 2530.200b-2(a)(1) within 12 months (24 months in the case of an absence for maternity or paternity reasons) after the first date he stops working for any reason, his period away from work shall be taken into account as a period of service. For example, if an Employee begins an unpaid leave of absence on January 1, then quits on March 1, his Severance Date is March 1. If the

Employee returns to work with the Company on December 1, the period from January 1 to December 1 is taken into account in his cumulative service. If, on the other hand, the Employee returns to service on February 1 of the following year, the period of service between March 1 and his rehire date would not be taken into account, because the rehire date is more than 12 months following the date he first left service.

Periods of service (whether or not consecutive) of less than a whole year shall be aggregated on the basis that 12 months of service (with 30 days deemed to equal a month, in the case of aggregation of fractional months) equals a full Year of Service.

All of an Employee's Years of Service with the Company and any Affiliated Company shall be taken into account except the following which shall be disregarded:

- (i) Years of Service before the Employee attains the age of 18;

- (ii) If the Employee was completely non-vested upon termination of employment, Years of Service before 5 consecutive one year periods of severance within the meaning of section 1.410(a)-7(d)(4) of the Treasury Regulations.

ARTICLE II

Eligibility, Enrollment and Participation

2.01 Eligibility. Every Employee who (a) is not otherwise actively participating in another cash or deferred arrangement maintained by the Employer and established pursuant to section 401(k) of the Code, and (b) is a member of a collective bargaining unit (provided the Employer has agreed to treat members of such unit as eligible pursuant to an effective collective bargaining agreement), shall be eligible to become a Participant upon commencement of the Employee's employment.

Notwithstanding anything to the contrary, the following individuals shall not be eligible to participate for any purpose under the Plan, regardless of how a court, the Internal Revenue Service or any other governmental agency classifies the person:

(i) A person who is a leased employee within the meaning of Code section 414(n); that is, one who provides services to the Employer pursuant to an agreement between the Employer and a leasing organization, who has provided such services on a substantially full-time basis for a period of at least one year and whose services are provided under the primary direction and control of the Employer;

(ii) A person who is classified by the Employer as an independent contractor, as evidenced by failure to withhold taxes from his or her compensation;

(iii) A person whose compensation for services is paid by the Employer other than through

its payroll system, including, but not limited to, those paid through purchase order or accounts payable;

(iv) A person whose total compensation from the Employer is reflected on a Form 1099, and not a W-2;

(v) A person who is an agency employee, i.e., an individual working for a company providing goods or services (including temporary employee services) to the Employer;

(vi) A person who has agreed in writing to non-participant status under the Plan; and

(vii) A person included in a collective bargaining unit of employees, unless the Employer has agreed to treat such person as an eligible Employee under the Plan pursuant to an effective collective bargaining agreement.

2.02 Enrollment. The Committee or its designee shall notify each Employee who is eligible to participate in the Plan and shall explain the rights, privileges and duties of a Participant of the Plan. Each such Employee may enroll as a Participant on or after the date on which he becomes eligible in accordance with Section 2.01 by entering into a Deferred Pay Agreement or After-Tax Savings Agreement in accordance with the written, electronic or telephonic method prescribed by the Committee. Employees eligible to receive nonelective employer contributions under Appendix V shall receive such contributions regardless of whether or not they have entered into a Deferred Pay Agreement or After-Tax Savings Agreement.

The Deferred Pay Agreement or After-Tax Savings Agreement shall continue in effect so long as the Employee continues to be an eligible Employee, subject to termination at any time by the Participant, provided that such termination shall be effective as soon as administratively practicable, but no sooner than the first day of a pay period after notice of termination is received by the Corporate Payroll Department pursuant to the written, telephonic or electronic method or methods prescribed by the Committee. The Participant may amend his Deferred Pay Agreement or After-Tax Savings Agreement at any time to change the percentage by which his Compensation is to be reduced, but only effective as of the first day of a pay period subsequent to the date of receipt of the amendment by the Corporate Payroll Department. A Participant may elect to suspend the deferral of Compensation under the Plan at any time and may thereafter direct that his deferral of Compensation be resumed. Any Participant's Deferred Pay Agreement or After-Tax Savings Agreement shall be deemed to be suspended and without effect during any period of time that he is eligible to receive benefits under any FCA US LLC supplemental unemployment benefit plan.

2.03 Effect of Non-Enrollment. An eligible Employee who does not, prior to the next applicable payroll cutoff date for any pay period, enter into a Deferred Pay Agreement or After-Tax Savings Agreement in respect of that pay period shall not be eligible to share in the Company's contribution pursuant to Section 3.02(a) hereof in respect of that pay period, except with respect to nonelective employer contributions made pursuant to Appendix V.

2.04 Rejection of Elections. Anything to the contrary in this Plan notwithstanding, the Committee shall reject any Deferred Pay Agreement requested by a Participant or shall reduce the amount of contributions provided for in such Agreement, even if such Agreement has already become effective, to the extent that the Committee shall believe necessary to comply with the provisions of Appendix I and Appendix II.

2.05 Limitation on Contributions/Annual Additions. For purposes of this Plan, Company contributions and Participant contributions shall be subject to the limitations set forth in Appendix I and Appendix II.

2.06 Qualified Military Service. Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with Code section 414(u). In accordance with Code section 401(a)(37), in the case of a Participant who dies while performing qualified military service, the survivors of the Participant are entitled to any additional benefits (other than benefit accruals relating to the period of military service) that would have been provided under the Plan had the Participant resumed employment and then terminated employment on account of death.

2.07 Automatic Enrollment and Automatic Increase.

(a) Notwithstanding Section 2.02, each Automatic Contribution Employee who is newly hired by the Company shall be enrolled as a Participant

as soon as administratively practicable following 45 days after the date which such Employee first becomes employed by the Company, or, if later, 30 days from the date notice under Section 514 of ERISA is provided to the Employee.

(b) Notwithstanding anything herein to the contrary, an Automatic Contribution Participant shall be deemed to have entered into a Deferred Pay Agreement to contribute to the Plan as Pre-Tax Savings one percent (1%) of the Employee's Compensation for participants hired prior to January 1, 2020.

(c) Notwithstanding anything herein to the contrary, an Automatic Contribution Participant hired on or after January 1, 2020 shall be deemed to have entered into a Deferred Pay Agreement to contribute to the Plan as Pre-Tax Savings three percent (3%) of the Employee's Compensation.

(d) Effective January 1, 2021, each Automatic Contribution Employee who is an Employee of the Company on the Sweep Date and who is not contributing any amounts to the Plan as of the Sweep Date shall be enrolled into the Plan under Section 2.07(c) as of the Sweep Date. For purposes of this Section, the term "Sweep Date" means the first payroll period occurring after January 1, 2021 (or as soon as administratively practicable thereafter), or, if later, 30 days from the date notice under Section 514 of ERISA is provided to the Employee.

(e) The percentage of Compensation that an Automatic Contribution Participant contributes to the Plan as Pre-Tax Savings shall be increased

by one percent (1%) effective as of the first payroll on or after the anniversary date of enrollment, or as soon as administratively feasible, of each Plan Year beginning after the expiration of the Participant's Initial Contribution Period; provided, however, that no increase with respect to an Automatic Increase Participant shall occur pursuant to this Section 2.07(e) if the percentage of Compensation contributed to the Plan by the Automatic Contribution Participant as Pre-Tax Savings would exceed ten percent (10%). Unless an Automatic Contribution Participant elects otherwise by providing notice to the Committee or its delegate, the Automatic Contribution Participant shall be treated as an Automatic Increase Participant immediately upon becoming an Automatic Contribution Participant. A Participant who is not an Automatic Contribution Participant but who has elected to become an Automatic Increase Participant shall become an Automatic Increase Participant as soon as practicable after the Committee or its delegate receives notice from the Participant of such election. An Automatic Increase Participant may elect to cease to be an Automatic Increase Participant at any time by providing notice to the Committee or its delegate, and such election shall be effective as soon as practicable after the Committee's or its delegate's receipt of such notice.

(f) An Automatic Contribution Participant or Automatic Increase Participant may elect to change, suspend or terminate his contribution election at any time in accordance with Section 2.02.

ARTICLE III

Contributions

3.01 Pre-Tax, Roth and After-Tax Savings Elections.

(a) (i) Regular Pre-Tax Savings and Roth Savings. For any Plan Year, each Participant may elect, pursuant to the Deferred Pay Agreement, to have allocated to the Participant's Pre-Tax Savings Account and Roth Savings Account, as applicable, any whole percentage of the Participant's Compensation (including any profit sharing payment from the FCA US LLC Profit Sharing Plan for eligible Represented Employees in the United States) not exceeding, effective January 1, 2020, 100% of the Participant's Compensation (after deducting any amounts required to be withheld from such Compensation for federal, state or local income or employment tax, debts owed to the federal government, court ordered deductions or collective bargaining agreement requirements). Such election will be effective as soon as administratively practicable, but no sooner than the applicable payroll cutoff date for any pay period in which the election is received and processed by the Committee (or its designee), or as soon as practicable thereafter. Pre-Tax Savings and Roth Savings shall be allocated to the Participant's Pre-Tax Savings Account and Roth Savings Account, respectively, and shall be vested immediately. All such contributions shall be subject to the limitations described in Appendices I and II.

(ii) Catch-Up Contributions. All Participants who are eligible to make deferral elections under

the Plan pursuant to this Section 3.01, and who have attained or will have attained age 50 before the close of the calendar year, shall be eligible to make catch-up contributions in accordance with, and subject to the limitations of, section 414(v) of the Code. Such catch-up contributions shall not be taken into account for purposes of the provisions of the Plan implementing the required limitations of sections 402(g) and 415 of the Code. The Plan shall not be treated as failing to satisfy the provisions of the Plan implementing the requirements of section 401(k)(3), 401(k)(12), 401(m)(11), 410(b), or 416 of the Code, as applicable, by reason of the making of such catch-up contributions.

(b) **After-Tax Savings.** For any Plan Year, each Participant may elect, pursuant to the After-Tax Savings Agreement, to have the Company deduct on an after-tax basis from the Participant's compensation in each pay period such payroll deductions as he may authorize from time to time, but not more than 10% of the Participant's Compensation (after deducting any amounts required to be withheld from such Compensation for federal, state or local income or employment tax, debts owed to the federal government, court ordered deductions or collective bargaining agreement requirements) for that pay period. Such payroll deductions must be whole percentages of the Participant's Compensation. After-Tax Savings contributions shall be subject to the limitations of Appendix I and Appendix II and the Company may limit the amount of such After-Tax Savings if necessary to comply with the requirements of Appendix I or Appendix II. After-Tax Savings made hereunder and earnings thereon will be

nonforfeitable at all times. The Company shall pay the amount of such After-Tax Savings contributions into the Trust Fund on behalf of such Participant for each pay period in accordance with an After-Tax Savings Agreement as soon as practicable after the amounts otherwise would have been paid to the Participant. After-Tax Savings shall be allocated to the Participant's After-Tax Savings Account.

(c) Overall Limitation – The sum of (1) the percentage of Compensation deferred pursuant to Section 3.01(a) and (2) the percentage of Compensation saved pursuant to Section 3.01(b) shall not exceed, effective January 1, 2020, 100 percent. Catch-up contributions described in Section 3.01(a)(ii) shall not be taken into account in determining the limitation described in this Section 3.01(c).

(d) Reemployment After Qualified Military Service. A Participant who is reinstated following a period of qualified military service, as defined in Code section 414(u)(5), may elect to have contributions made to the Plan from such Participant's Compensation paid following such qualified military service that shall be attributable to the period contributions were not otherwise permitted due to such military service. Such additional contributions shall be based on the amount of Compensation that the Participant would have received but for such qualified military service and shall be subject to the provisions of the Plan in effect during the applicable period of qualified military service. Such contributions shall be made during the period beginning upon reemployment following military service and ending at the lesser of (i) five years or (ii)

the Participant's period of qualified military service multiplied by three. Such additional contributions shall not be taken into account in the year in which they are made for purposes of any limitation or requirement identified in Code section 414(u)(1); provided, however, that such contributions, when added to contributions previously made, shall not exceed the applicable limits in effect during the period of qualified military service if the Participant had continued to be employed by the Company during such period. The foregoing requirements shall be applied and interpreted in a manner consistent with the requirements of Code section 414(u) and the regulations and other guidance issued thereunder.

(e) In-Plan Roth Conversion Contributions. A Participant may elect, at the time and in the manner prescribed by the Committee, to roll over any vested portion of his Account in accordance with and to the extent permitted by the provisions of Section 402A(c)(4) of the Code and the guidance issued thereunder. The Plan will, as soon as administratively possible following an In-Plan Roth Conversion Contribution election, accept the In-Plan Roth Conversion Contribution for deposit into the Participant's designated Roth Savings Account under the Plan. As determined by the Committee, an election under this Section 3.01(e) may allow a single In-Plan Roth Conversion Contribution or automatic In-Plan Roth Conversion Contributions for each pay period after the election becomes effective and during the period such election remains in effect. Any amounts rolled over pursuant to this Section 3.01(e) (and applicable earnings) shall be subject to the same distribution restrictions that were applicable to

the amount before the rollover and, to the extent comprised of otherwise nondistributable amounts, shall be accounted for under the Plan separately. A Participant's In-Plan Roth Conversion Contribution election hereunder shall become irrevocable upon the occurrence of the In-Plan Roth Conversion Contribution made pursuant to such election.

Notwithstanding any otherwise conflicting provision in the Plan, an In-Plan Roth Conversion Contribution is not treated as a distribution for the following purposes:

(1) A Plan loan may not be rolled over in an In-Plan Roth Conversion Contribution under this Section 3.01(e).

(2) The amount rolled over in the conversion continues to be taken into account in determining whether the Participant's benefit exceeds \$5,000 and a notice of the Participant's right to defer receipt of the distribution is not triggered by the In-Plan Roth Conversion Contribution.

(3) A Participant who had a distribution right (such as a right to an immediate distribution of the amount rolled over) prior to the rollover cannot have this right eliminated through an In-Plan Roth Conversion Contribution.

3.02 Company Contributions.

(a) Pre-Tax Savings and Roth Savings Contributions. The Company shall contribute to the Pre-Tax Savings Account and Roth Savings Account, as applicable, of that Participant, the amount which

that Participant's Compensation in respect of that pay period is reduced pursuant to the Deferred Pay Agreement.

(b) **Company Retirement Contributions.** The Company will contribute, or allocate from unallocated funds contributed pursuant to Section 3.07, as Company Retirement Contributions to the Plan, the amount set forth in the Supplemental Agreement (as defined in Appendix V) to be provided as nonelective employer contributions, which shall apply to those certain eligible Employees as designated therein. The Supplemental Agreement is hereby incorporated by reference into the Plan. To the extent there is a conflict between the Supplemental Agreement and the terms of the Plan, the terms of the Supplemental Agreement shall control unless otherwise required by law.

Company Retirement Contributions shall not be made on behalf of an Employee who is a member of a collective bargaining unit unless the applicable collective bargaining agreement expressly so provides.

(c) **Vesting in Company Contributions.** Except as may be provided by Appendix V, all Company Contributions shall be 100% vested. Any forfeiture that occurs as a result of the application of this Section 3.02(c) or Appendix V may be used to fund and reduce Company Contributions otherwise required under the Plan.

3.03 Transfer to Trustee. The aggregate amount of the Company's contributions to the Trust Fund pursuant to Section 3.02 for any calendar

month shall be paid to the Trustee in cash, if not paid earlier, as soon as reasonably practicable after such amounts are subject to payroll deduction, but in no event later than the period required by law.

3.04 Investment of Contributions.

(a) All amounts credited to the Account of a Participant shall be invested only as directed by the Participant in one or more investment options that shall be provided through a contract or contracts, approved by the Investment Committee, between the Trustee and insurance companies or other financial service companies. The Investment Committee reserves the right to change the investment options under the Plan. The Investment Committee shall satisfy itself that reasonable rules have been established governing the Participant's choice among the available investment options, the transfer of funds among options at the Participant's direction, the valuation of accounts, and the allocation of earnings and investment gains and losses among the Accounts. Notwithstanding the foregoing, if a Participant fails to designate any investment option or options for the investment of his Account, the Participant shall be deemed to have elected to invest such amounts in the default investment option designated by the Investment Committee, subject to any further re-direction of such amounts.

(b) The Plan is intended to constitute a plan described in ERISA section 404(c). To the extent that a Participant exercises control over the assets in his Account, as determined under regulations prescribed by the Secretary of Labor, neither the Employer, the Committee, the Investment Committee, the Trustee

nor any other fiduciary shall be liable for any loss which results from such Participant's exercise of control. The Trustee, the Committee, the Investment Committee and the Employer or their designees shall provide information to Participants consistent with ERISA section 404(c) and the regulations and other guidance issued thereunder.

3.05 Rollover and Transfer Contributions.

A Participant may make a Rollover or Transfer Contribution to the Plan as described in this Section.

(a) Rollover Contributions. A Participant may make a Rollover Contribution to the Plan. The Trustee shall credit the amount of any Rollover Contribution to the Participant's Rollover Contribution Account, in accordance with the Participant's designation, as of the date the Rollover Contribution is received. Any such Rollover Contributions shall be made pursuant to procedures established by the Committee. The term Rollover Contribution means the contribution of an eligible rollover distribution to the Trustee by the Participant on or before the sixtieth (60th) day immediately following the day the contributing Participant receives the eligible rollover distribution or a contribution of an eligible rollover distribution to the Trustee by the Participant or the trustee of another eligible retirement plan in the form of a direct rollover. The terms "eligible rollover contribution" and "direct rollover" shall be determined in accordance with the requirements of Code section 401(a)(31) and 402(c) and the guidance issued thereunder. The Participant shall furnish evidence satisfactory to the Committee that the applicable requirements of the Code with respect to eligible rollover distributions and direct rollovers have been met. The Committee

may permit a Rollover Contribution by a Participant to such Participant's Roth Savings Account only if such Rollover Contribution is from an applicable retirement plan described in section 402A(e)(1) of the Code and only to the extent the rollover is permitted under the rules of section 402(c) of the Code.

(b) **Transfer Contributions.** Subject to the direction of the Committee in its sole discretion, the Trustee shall accept a direct trust-to-trust transfer of assets from the trustee of any other tax-qualified plan described in section 401(a) of the Code (a "Transfer Contribution"). The Trustee shall credit the amount of any Transfer Contribution to the Participant's Account as of the date the Transfer Contribution is received. Any such Transfer Contributions shall be made pursuant to procedures established by the Committee. Solely if and to the extent required by Code section 411(d)(6) and the regulations and other guidance issued thereunder, with respect to any Transfer Contribution, any optional form of benefit (including the form and timing of such benefit) shall be preserved in this Plan and set forth in an appropriate amendment to this Plan.

(c) Once accepted by the Trustee, an amount rolled over or transferred pursuant to this Section shall be credited to the Participant's Rollover Contribution Account or Transfer Contribution Account, as applicable, and invested in the Plan's investment options in accordance with the Participant's directions for such amounts; provided, however, if a Participant has failed to designate the investment option or options for the investment of his Account as of the time such funds are accepted

by the Trustee, the Participant shall be deemed to have elected to invest such amounts in the default investment option designated by the Investment Committee, subject to the Participant's ability to re-direct the investment of such amounts in accordance with Section 3.04. Thereafter, unless otherwise specifically provided herein, such rolled over or transferred amounts shall be treated as all other contributions for purposes of distributions under Article IV, for purposes of loans under Article VI, and for purposes of investments under this Article. The limitations of Appendices I and II shall not apply to Rollover or Transfer Contributions. All Rollover and Transfer Contributions shall be made in cash and shall be fully vested. In no event will after-tax employee contributions, other than Roth elective deferral contributions, from any plan or individual retirement account be accepted as part of a Rollover or Transfer Contribution.

3.06 Fees. All fees and expenses directly attributable to the investments elected by the Participant under the Plan shall be charged to the Participant's Account. Any fees and expenses of administering the Plan not directly attributable to a Participant's Account shall be paid from the Plan to the extent not paid by the Company.

3.07 Return of Contributions. The Plan and Trust shall be for the exclusive benefit of Participants and Beneficiaries; and, except as provided in this Section 3.07, the Company shall have no right, title, or interest in contributions made by it under Section 3.02, and no part of the Trust shall revert to the Company. However, all contributions of the Company under Section 3.02 are made expressly

subject to the deductibility of contributions to the Plan and to the initial qualification of the Plan under the Code. Amounts contributed by the Company under any of the following circumstances will be returned to the Company within one year of the indicated date:

- (a) Mistake of fact – date of payment;
- (b) Before denial of initial qualification – date of denial of qualification;
- (c) Before disallowance of deduction – date of disallowance of deduction.

In the case of amounts returnable under (a) or (c) above, earnings attributable to the excess contribution shall not be returned to the Company, but losses attributable thereto shall reduce the amount to be returned. In the case of amounts returnable under (b) above, earnings, gains, and losses for the period of disqualification shall be reflected in the amounts returned to the Company. In the case of amounts returnable under (b) or (c) above, the amounts returnable shall be limited to payments adjusted for earnings, gains or losses described above, made during the period for which a denial of qualification was in effect or for which a deduction was denied.

3.08 Corrections for Administrative Errors. If, with respect to any Plan Year, an administrative error results in a Participant's Account not being properly credited with the amounts of Pre-Tax Savings contributions, Roth Savings contributions, After-Tax Savings contributions, Company Contributions

(including any contributions required under Appendix V) or earnings on any such amounts, corrective Employer contributions or account reallocations may be made in accordance with this Section. Solely for the purpose of placing any affected Participant's Account in the position that the Account would have been in had no error been made:

(a) The Employer may make additional contributions to such Participant's Account; or

(b) The Committee may reallocate existing contributions among the Accounts of affected Participants.

In addition, with respect to any Plan Year, if an administrative error results in an amount being credited to an Account for a Participant or any other individual who is not otherwise entitled to such amount, corrective action may be taken by the Employer, including, but not limited to, a direction by the Employer to forfeit amounts erroneously credited (with such forfeitures to be used to pay Plan administrative expenses), reallocate such erroneously credited amounts to other Participants' Accounts, or take such other corrective action as necessary under the circumstances.

ARTICLE IV

Distributions

4.01 Termination of Employment by Retirement.

(a) If the employment of a Participant terminates by retirement under any FCA US LLC qualified pension or retirement plan, he shall have a right to receive the full value of his Account. The Participant may file an election with the Committee (or its designee) pursuant to the written, electronic or telephonic methods as prescribed by the Committee to (a) have the full value of his Account distributed to him in a single lump sum, or (b) have a partial distribution of his Account distributed to him. Notwithstanding the foregoing provisions, unless a Participant consents to an earlier distribution, distribution shall be made at the earlier of the date of his death or the date he attains the Participant's Required Minimum Distribution Age. In addition, if, as of his Normal Retirement Age, such a Participant has not made the election described above to receive (or commence receiving) his Account, the Participant shall be deemed to have elected to defer receipt of his distribution until no later than the earlier of his death or the date he attains the Participant's Required Minimum Distribution Age.

(b) The Committee shall direct the Trustee to distribute the full or partial value of the Participant's Account to the Participant in accordance with the election described in the preceding paragraph. An election of the payout method may be revoked, pursuant to the written, electronic or telephonic

method prescribed by the Committee, and a new election may be made thereafter. If a Participant dies after termination of employment by retirement and prior to distribution of his Account, distribution shall be to his Beneficiary in accordance with Section 4.02.

4.02 Termination of Employment by Death.

In the event that a Participant dies while in the employ of the Employer, his Beneficiary shall have a right to receive the full value of his Account. The Committee, after consulting with the Beneficiary, shall direct the Trustee to distribute the full value of the Participant's Account to the Beneficiary either

(a) as soon as practicable or

(b) at such later time within 90 days following the date of the Participant's death as requested by the Beneficiary. From the date of the Participant's death until the date of the distribution, the Beneficiary shall be deemed to be a Participant for purposes of Sections 3.04 and 3.06.

4.03 Designation of Beneficiary. Each Participant has the right, from time to time, to designate or change any designation of a Beneficiary. A designation or change of Beneficiary must be provided on forms prescribed by the Committee and will apply to a Participant's entire Account. Any change of Beneficiary will not become effective until such change of Beneficiary is filed with the Committee or its delegate, whether or not the Participant is alive at the time of such filing; provided, however, that any such change will not be effective with respect to any payments made by

the Trustee in accordance with the Participant's last designation and prior to the time such change was received by the Committee. Notwithstanding the above, in the case of any Participant who is married on the date of his death, the Participant's spouse as of his date of death shall be his Beneficiary unless such spouse shall have consented in writing to a different Beneficiary on prescribed forms and before either a notary public or an individual designated by the Committee. In the absence of an effective designation or if a named Beneficiary shall have died, the Participant's Beneficiary shall be the Participant's estate. Any individual who is designated as an alternate payee in a qualified domestic relations order (as defined in section 414(p) of the Code and section 206(d) of ERISA) relating to a Participant's benefits under this Plan shall be treated as a Beneficiary hereunder, to the extent provided by such order.

4.04 Other Termination of Employment

(a) If the employment of a Participant terminates for any reason other than death or by retirement under any FCA US LLC qualified pension or retirement plan, he shall have a right to receive the full value of his Account. The Participant may file an election with the Committee (or its designee) pursuant to the written, electronic or telephonic methods as prescribed by the Committee to (a) have the full value of his Account distributed to him in a single lump sum, or (b) have a partial distribution of his Account distributed to him. Notwithstanding the foregoing provisions, unless a Participant consents to an earlier distribution, distribution shall be made at the earlier of the date of his death or the date

he attains the Participant's Required Minimum Distribution Age. In addition, if, as of his Normal Retirement Age, such a Participant has not made the election described above to receive (or commence receiving) his Account, the Participant shall be deemed to have elected to defer receipt of his distribution until no later than the earlier of his death or the date he attains the Participant's Required Minimum Distribution Age.

(b) The Committee shall direct the Trustee to distribute the full or partial value of the Account to the Participant in accordance with the election described in the preceding paragraph. An election of the payout method may be revoked, pursuant to the written, electronic or telephonic method prescribed by the Committee, prior to the date of termination of employment and a new election may be made thereafter. If a Participant dies after termination of employment and prior to distribution of his Account, distribution shall be to his Beneficiary in accordance with Section 4.02.

(c) Notwithstanding the foregoing, if the net value of the Participant's Account does not exceed \$1,000, as of the most recent Valuation Date coinciding with or immediately following the Participant's termination, distribution shall be made in a single sum as soon as practicable after such Valuation Date in accordance with the Trustee's processing rules. If the net nonforfeitable value of the Participant's Account exceeds \$1,000 (including Rollover Contributions) but is less than or equal to \$5,000 (excluding Rollover Contributions) as of the most recent Valuation Date coinciding with or immediately following the Participant's termination,

and the Participant does not elect to have such distribution paid directly to an eligible retirement plan specified by the Participant in a direct rollover in accordance with Section 4.12 hereof or to receive the distribution directly, then the Committee shall pay such distribution in a direct rollover to an individual retirement plan designated by the Committee. Any such direct rollover to an individual retirement plan designated by the Committee shall be made in accordance with procedures established by the Committee as soon as practicable after the Valuation Date coinciding with or immediately following the Participant's termination.

4.05 Disability. A Participant or his legal guardian or representative may make a written request to the Committee for a determination that the Participant has incurred a Disability and for a Disability distribution. If the Committee determines that the Participant has incurred a Disability, it shall direct the Trustee to distribute to the Participant all or any portion of his Account, as designated in the written request, as soon as practicable after the committee's determination.

4.06 Attainment of Age 59½. Upon the election of a Participant who has attained age 59½, made pursuant to the written, telephonic or electronic method prescribed by the Committee, the Committee shall direct the Trustee to distribute to the Participant all or any portion of his Account as designated in the request, as soon as practicable after receipt of the request, or at such later time as is specified in the request (subject to the minimum distribution requirements set forth in Section 4.09(b)).

4.07 Rollover Contributions. Upon the election of a Participant made pursuant to the written, telephonic or electronic method prescribed by the Committee, the Committee shall direct the Trustee to distribute to the Participant (a) all or (b) a portion of his assets representing his Rollover Contributions made to the Plan and the earnings thereon as soon as practicable after receipt of the request.

4.08 Form of Distribution

(a) Distributions from this Plan shall be made in cash; provided, however, that upon the request of a Participant or Beneficiary, made pursuant to the written, telephonic or electronic method prescribed by the Committee, whichever of the Participant or Beneficiary shall be entitled to a distribution from the Trust Fund, the Trustee shall make all or part of such distribution in the form of the assets in which the Participant's Account is invested at the time of distribution, if practicable.

(b) If, in accordance with Section 4.08(a), a Participant or Beneficiary requests that all or part of a distribution be made in a non-cash form specified in Section 4.08(a), the fair market value of the assets distributed in such non-cash form, plus any accompanying cash distribution, shall be equivalent, as nearly as possible, to the fair market value of the Participant's Account on the effective date of distribution.

4.09 Latest Commencement of Distributions.

(a) Unless a Participant otherwise elects, commencement of distributions will begin not later

than the 60th day after the latest of the close of the Plan Year in which occurs:

(1) the date on which a Participant attains Normal Retirement Age;

(2) the 10th anniversary of the year in which a Participant commenced participation under the Plan;
or

(3) the date the Participant terminates his service with the Employer.

Unless a Participant affirmatively elects to receive a distribution beforehand, the Participant will be deemed to have elected to defer the commencement of distributions to the required commencement date set forth in subsection (b).

(b) Required Minimum Distributions. Anything herein to the contrary notwithstanding, distributions under the Plan must comply with the requirements of section 401(a)(9) of the Code and the Treasury regulations thereunder. The entire interest of a Participant:

(1) Must be distributed in accordance with Code section 401(a)(9) and the regulations and other guidance thereunder and shall be paid or commence to be paid no later than April 1 of the calendar year following the later of the calendar year in which the Participant attains the Participant's Required Minimum Distribution Age or terminates employment; provided, however, that for Participants who are 5% owners (within the meaning of Code section 416(i)), distributions shall commence no

later than April 1 of the calendar year following the calendar year in which the Participant attains the Participant's Required Minimum Distribution Age.

(2) Must be distributed in accordance with Treasury regulations over a period not extending beyond the life expectancy of such Participant or the joint life expectancies of such Participant and his Beneficiary.

Furthermore, any required distribution hereunder shall satisfy the incidental death benefits requirements under section 401(a)(9)(G) of the Code. Additionally, the life expectancies of the Participant and his spousal beneficiary shall be recalculated annually for the purpose of determining the required distribution.

Where the Participant dies before his entire interest is distributed to him, the remaining portion of such interest will be distributed to his Beneficiary in accordance with Section 4.02.

(3) Notwithstanding the provisions of paragraphs (1) and (2) above, if required minimum distributions have begun to be paid to any active or former Employees who have attained age 70½ prior to January 1, 2020 (and on or after January 1, 1997), distributions shall be continued in accordance with the provisions of the Plan and the Code as in effect prior to January 1, 2020.

(4) Notwithstanding the provisions of paragraphs (1) and (2) above, if distributions have begun to be paid to any active Employees who have attained age 70½ prior to January 1, 1997,

distributions shall be continued in accordance with the provisions of the Plan and the Code as in effect prior to January 1, 1997 unless any such active Employees elect in a timely manner to have such distributions suspended until after termination of employment, effective beginning with distributions that would otherwise be required to be made for the 1997 calendar year.

(5) With respect to distributions under the Plan made in calendar years beginning on or after January 1, 2003, the Plan will apply the minimum distribution requirements of section 401(a)(9) of the Code in accordance with the final regulations under section 401(a)(9), notwithstanding any provisions of the Plan to the contrary.

(6) Notwithstanding anything in this Section 4.09(b) to the contrary, a Participant or Beneficiary who would have been required to receive required minimum distributions in 2020 but has not as of April 16, 2020, taken the required minimum distribution will not receive those distributions in 2020 unless the Participant or Beneficiary elects to receive such distributions. For purposes of applying Section 4.09(b) for calendar years after 2020, the required beginning date with respect to any Participant shall be determined without regard to this Section 4.09(b)(6).

4.10 Distributions Due to Sales. Effective January 1, 2002 (regardless of when the severance from employment occurred), a Participant's entire Account shall be distributable on account of the Participant's severance from employment. However, such a distribution shall be subject to the other provisions of the Plan regarding distributions, other

than any provisions that required a separation from service before such amounts may be distributed.

4.11 Undeliverable Distributions.

Notwithstanding any other provision in the Plan to the contrary, if benefits become distributable under the Plan and the Committee is unable to locate the Participant or Beneficiary to whom the benefits are payable after sending a letter via certified mail, return receipt requested, to the individual's last known address, the Account of such Participant or Beneficiary shall be forfeited as of the last day of the Plan Year next following the Plan Year in which such benefits first become payable (or as soon as practicable thereafter). A record of the undeliverable amount shall be maintained and if such Participant or Beneficiary subsequently makes proper claim to the Committee for such amount, the amount of each such Account shall be restored (without earnings), and shall be distributed to such Participant or Beneficiary in accordance with the terms of the Plan. The Trustee shall have discretion over the investment of such forfeited amounts. Amounts forfeited hereunder may, at the discretion of the Committee, be used to offset any Employer contribution obligations, to pay Plan administrative expenses, or to restore the forfeiture of any Participant or Beneficiary who had previously suffered a forfeiture and is later located. If the amount of such current forfeitures is not sufficient to restore the forfeitures of a Participant or Beneficiary who is later located, the Company shall contribute the funds necessary to make such restoration.

4.12 Direct Rollovers.

(a) At the written request of a Participant, a surviving spouse of a Participant, a spouse or former spouse of a Participant that is an alternate payee under a qualified domestic relations order as defined in section 414(p) of the Code, or a designated beneficiary (referred to as the “distributee”) and upon receipt of the written direction of the Committee or its designee, the Trustee shall effectuate a direct rollover distribution of the amount requested by the distributee, in accordance with section 401(a)(31) of the Code, to an eligible retirement plan (as defined in section 402(c)(8)(B) of the Code, including, to the extent permitted by law, a Roth IRA described in Code section 408A) provided, however, that with respect to a direct rollover distribution made on behalf of a non-spouse designated beneficiary, such direct rollover distribution shall only be made to an individual retirement account described in Code section 408(a) or an individual retirement annuity described in Code section 408(b) that is established for the purpose of receiving the distribution on behalf of such beneficiary. Such amount may constitute all or any whole percent of any distribution from the Plan otherwise to be made to the distributee, provided that such distribution constitutes an “eligible rollover distribution” as defined in section 402(c) of the Code and the regulations and other guidance issued thereunder. An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of

the distributee or the joint lives (or life expectancy) of the distributee and the distributee's designated beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under Code section 401(a)(9); and any hardship withdrawals under Section 5.01. All direct rollover distributions shall be made in accordance with the following Subparagraphs (b) through (g).

(b) A distributee (other than a non-spouse designated beneficiary) may elect to have a direct rollover distribution apportioned among two eligible retirement plans.

(c) Direct rollover distributions shall be made in cash, in accordance with such forms and procedures as may be established by the Committee or its designee.

(d) No direct rollover distribution shall be made unless the distributee furnishes the Committee or its designee with such information as the Committee or its designee shall require and deems to be sufficient.

(e) A distributee (other than a non-spouse designated beneficiary) may elect to divide an eligible rollover distribution into two components, with one portion paid as a direct rollover distribution and the remainder paid to the distributee.

(f) Notwithstanding the foregoing provisions of this Section, a distributee may elect a rollover of after-tax contributions only to an individual retirement account or annuity described in sections 408(a) or (b) of the Code, a qualified defined contribution plan

described in sections 401(a) or 403(a) of the Code, or an annuity contract described in section 403(b) of the Code, provided that any such qualified plan or annuity contract agrees to separately account for amounts so transferred, including separately accounting for the portion of a distribution which is includible in gross income and the portion of a distribution which is not includible in gross income.

(g) Notwithstanding the foregoing provisions of this Section, a direct rollover of a distribution from a Roth Savings Account under the Plan shall only be made to another Roth elective deferral account under an applicable retirement plan described in section 402A(e)(1) of the Code or to a Roth IRA described in section 408A of the Code, and only to the extent the rollover is permitted under the rules of section 402(c) of the Code.

4.13 Periodic Payments.

(a) Subject to Section 4.04(c), a Participant otherwise eligible to receive a distribution under Section 4.01, Termination of Employment by Retirement, or Section 4.04, Other Termination of Employment, may elect to have the Participant's Account distributed in periodic payments as frequently as monthly, semi-annually, annually or on a frequency made available by the recordkeeper and agreed to by the Company. Available periodic payments include:

(i) Fixed Payments – a fixed dollar amount of the Participant's Account as selected by the Participant

(ii) Variable Payments – an amount based on the desired number of payments divided by the Participant's Account as of a valuation date or

(iii) Lifetime Payments – an amount determined by dividing the Participant's Account by the Single Life Expectancy in the Uniform Lifetime Table, as set forth in Appendix B to Internal Revenue Service Publication 590-B (not to exceed twenty years).

Payments elected pursuant to this Section 4.13(a) will cease to be paid to the Participant upon the Participant's death, at which time the remaining balance of the Participant's Account will be paid to the Participant's Beneficiary in accordance with Section 4.02. Payments in periodic installments elected pursuant to this Section 4.13(a) shall be paid pro rata from the Participant's Account.

Notwithstanding the foregoing provisions, unless a Participant consents to an earlier distribution, distribution shall be made or commence at the earlier of the date of the Participant's death or the date the Participant attains the Participant's Required Minimum Distribution Age. In addition, if, as of the Participant's Normal Retirement Age, such a Participant has not made an election to receive (or commence receiving) the Participant's Account, the Participant shall be deemed to have elected to defer receipt of his distribution until no later than the earlier of his death or the date he attains the Participant's Required Minimum Distribution Age. Notwithstanding the foregoing provisions, the required minimum distribution provisions of Section 4.09(b) shall apply to periodic payments elected in accordance with this Section 4.13(a).

(b) The Committee shall direct the Trustee to distribute the Participant's Account to the Participant in accordance with the election described in Section 4.13(a). An election of periodic payments pursuant to Section 4.13(a) may be revoked, pursuant to the written electronic or telephonic method prescribed by the Committee, and a new election may be made thereafter for the undistributed balance of the Participant's Account. If a Participant dies after termination of employment by retirement or for any other reason, and prior to distribution of the entire Participant's Account, distribution shall be to his Beneficiary in accordance with Section 4.02.

ARTICLE V

Withdrawals

5.01 Hardship Withdrawals. Upon sub-mission of satisfactory evidence by a Participant of a financial hardship, as defined in this Section, the Committee may direct distribution of part or all of the value of such Participant's Pre-Tax Savings and Roth Savings (not including any earnings on such amounts after December 31, 1988), but only to the extent required to relieve such financial hardship, taking into account such additional amounts necessary to pay any federal, state, or local income taxes or penalties reasonably anticipated to result from the distribution. No such withdrawal shall be permitted unless the Participant has previously or concurrently withdrawn all amounts otherwise available to him under the Plan. In no event may the Committee direct that such a withdrawal be made to the extent the financial hardship may be relieved from other resources that are reasonably available to the Participant.

A Participant shall be deemed to have no other resources reasonably available if: (i) the Participant has obtained all withdrawals and distributions currently available to the Participant under the Plan and all other qualified defined contribution plans maintained by the Company or an Affiliated Company; and (ii) the Participant has obtained all nontaxable loans reasonably available under the Plan and all other plans of deferred compensation, whether qualified or nonqualified, maintained by the Company or an Affiliated Company, to the extent taking such loan would alleviate the immediate and heavy financial need and only to the extent any required repayment of such loan would not itself cause an immediate and heavy financial need. In addition, the Participant must represent (in writing, by an electronic medium or in such other form as may be prescribed under IRS guidance) that the Participant has insufficient cash or other liquid assets to satisfy the need.

For purposes of this Section, the term “financial hardship” shall be determined in accordance with regulations (and any other rulings, notices, or documents of general applicability) issued pursuant to section 401(k) of the Code and, to the extent permitted by such authorities, shall be limited to any financial need arising from:

(1) medical expenses (as defined in section 213(d) of the Code) previously incurred by the Participant or a Participant’s spouse or dependent or the Participant’s Beneficiary (excluding contingent Beneficiaries) or expenses necessary for these persons to obtain medical care (as defined in section 213(d) of the Code) which, in either case, are not

covered by insurance,

(2) expenses relating to the payment of tuition and related educational fees, including room and board, for the next twelve months of post secondary education of a Participant or his spouse, dependent or Beneficiary (excluding contingent Beneficiaries),

(3) expenses directly relating to the purchase (excluding mortgage payments) of a primary residence for the Participant,

(4) expenses relating to the need to prevent the eviction of the Participant from his principal residence or foreclosure on the mortgage of the Participant's principal residence,

(5) expenses relating to funerals for a Participant's parent, spouse, child, dependent, or Beneficiary (excluding contingent Beneficiaries),

(6) expenses related to the repair of damage to the Participant's principal residence that would qualify for a casualty deduction on the Participant's federal income tax return, or

(7) expenses and losses (including loss of income) incurred by the Participant on account of a disaster declared by the Federal Emergency Management Agency (FEMA) under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 100-707, provided that the Participant's principal residence or principal place of employment at the time of the disaster was located in an area designated by FEMA for individual assistance with respect to the disaster.

There is no minimum amount of hardship withdrawal under the Plan. Hardship withdrawals shall be paid in a single cash payment and on a pro rata basis from the investment funds in which the Participant's Pre-Tax Savings Account and Roth Savings Account, as applicable, are invested.

(a) IRS Announcement 2017-13: Hurricane Irma

(i) Notwithstanding the foregoing, for hardship withdrawals made on or after September 4, 2017 and no later than January 31, 2018, a withdrawal under the Plan is hereby deemed to be on account of a financial hardship (an immediate and heavy financial need) if the withdrawal is made by a Participant whose:

(A) principal residence on September 4, 2017 was located in one of the Florida (or other state) counties identified for individual assistance by FEMA because of the devastation caused by Hurricane Irma (the "Irma Counties");

(B) place of employment was located in one of the Irma Counties on September 4, 2017; or

(C) lineal ascendant or descendant, dependent or spouse had a principal residence or place of employment in one of the Irma Counties on September 4, 2017.

(ii) Notwithstanding the above, a Participant who receives a hardship withdrawal on or after September 4, 2017 and no later than January 31, 2018 because of the devastation caused by

Hurricane Irma is not subject to any post-hardship withdrawal contribution restrictions.

(iii) Notwithstanding the above, a Participant requesting a hardship withdrawal on or after September 4, 2017 and no later than January 31, 2018 because of the devastation caused by Hurricane Irma is required, as soon as practicable after the hardship withdrawal is made, to provide evidence that the Committee or its delegate considers necessary to determine whether a hardship exists and the amount necessary to satisfy the hardship.

5.02 Qualified Hurricane Distributions.

A Participant may receive a “qualified hurricane distribution” as defined in Code section 1400Q to the extent the Participant is eligible for such a distribution. No such distributions may be made on or after January 1, 2007.

5.03 After-Tax Savings Withdrawals.

A Participant may withdraw all or any part of the assets relating to his After-Tax Savings and the earnings thereon at any time. The Participant may elect to have the Trustee sell the assets in his Account and distribute the proceeds to him in cash.

5.04 Coronavirus-Related Distributions.

(a) Subject to the requirements of this Section 5.04, each Participant who is a Qualified Participant shall be eligible to receive a distribution from the Plan of part or all of the vested value of the Qualified

Participant's Account (subject to the restrictions described under Appendix V, Supplemental Agreement, Loans and In-Service Withdrawals) in an amount not to exceed \$100,000 (reduced by the aggregate amount of such distributions received from all other plans maintained by Affiliated Companies) (a "CRD").

(b) For purposes of this Section 5.04 and Section 6.10, a "Qualified Participant" means a Participant –

(i) who is diagnosed with the virus SARS-CoV-2 or with coronavirus disease 2019 (COVID-19) by a test approved by the Centers for Disease Control and Prevention (the "CDC"),

(ii) whose spouse or dependent (as defined in Section 152 of the Code) is diagnosed with such virus or disease by a test approved by the CDC, or

(iii) who experiences adverse financial consequences as a result of being quarantined, being furloughed or laid off or having work hours reduced due to such virus or disease, being unable to work due to lack of child care due to such virus or disease, closing or reducing hours of a business owned or operated by the individual due to such virus or disease, or other factors as determined by the Secretary of the Treasury (or the Secretary's delegate).

The Committee (or its delegate) may rely on a Participant's certification, in such form as required by the Committee, that the Participant satisfies the

conditions of Section 5.04(b) in determining whether any distribution is a CRD.

(c) Any Qualified Participant who receives a CRD may, at any time during the three-year period beginning on the day after the date on which the CRD was received, make one or more contributions in an aggregate amount not to exceed the amount of the CRD to the Plan, and, notwithstanding Section 5.04(d), to the extent of the amount of the contribution, the contribution shall be treated as having been received as an eligible rollover distribution and as having been transferred to the Plan in a direct trustee-to-trustee transfer within 60 days of the distribution.

(d) Notwithstanding anything in the Plan to the contrary, except Section 5.04(c), for purposes of sections 401(a)(31), 402(f), and 3405 of the Code, a CRD shall not be treated as an eligible rollover distribution (for the avoidance of doubt, 20% mandatory withholding shall not be required with respect to such CRD).

(e) Distributions under this Section 5.04 shall be permitted during the period commencing on April 16, 2020 and ending on December 31, 2020.

ARTICLE VI

Loans to Participants

6.01 Loan Subaccounts. Loans from the Plan may be made to all Participants who are “parties in interest” within the meaning of ERISA section 3(14) and to Employees who have made Rollover or Transfer Contributions to the Plan. Such individuals are referred to herein as “Eligible Borrowers.” Within each Eligible Borrower’s Account, there shall be maintained a Loan Subaccount solely for the purpose of effecting loans from the Eligible Borrower’s Account to the Eligible Borrower.

6.02 Number and Term of Loans. The maximum number of loans outstanding at any time under this Plan and any other deferred pay plans of the Company shall not exceed six. In addition, at least twelve months must elapse between loans made to any Eligible Borrower.

6.03 Availability of Loans.

(a) Application for a loan must be made to the Committee or its delegate in the manner prescribed by the Committee (including through written, electronic, telephonic, or other means). The decisions by Committee representatives on loan applications shall be made on a reasonably equivalent basis and within a reasonable period after each loan application is received.

(b) Notwithstanding anything herein to the contrary, and in the absence of express approval by the Committee, no loan shall be made to an Eligible

Borrower during a period in which the Committee is making a determination of whether a domestic relations order affecting the Eligible Borrower's Account is a qualified domestic relations order, within the meaning of section 414(p) of the Code. Further, if the Committee is in receipt of a qualified domestic relations order with respect to any Eligible Borrower's Account, it may prohibit such Eligible Borrower from obtaining a loan until the alternate payee's rights under such order are satisfied.

6.04 Amount of Loan. A Plan loan shall be derived from the Eligible Borrower's Account, determined as of the Valuation Date on which the Trustee receives proper loan disbursement instructions which shall be forwarded to the Trustee by the Committee or its designee as soon as practicable after its review and approval of the loan application. Loans shall be made in increments of \$1 rounded down to the nearest \$1. The minimum loan available is \$1,000. The maximum loan amount that may be borrowed at any time, (when added to the outstanding balance of all other loans from the Plan), may not exceed the lesser of: (i) \$50,000, reduced by the excess (if any) of: (A) the highest outstanding balance of loans from the Plan during the one-year period ending on the day before the date on which a new loan is to be made, over (B) the outstanding balance of loans from the Plan on the date on which the new loan is to be made, or (ii) 50% of the Eligible Borrower's vested interest in his Accounts.

The maximum amount available for a loan to an active Participant will be reduced by an amount equal to the outstanding principal and interest of any loan that has been defaulted.

The foregoing limitations shall be determined by aggregating loans from all qualified defined contribution plans of the Company or any Affiliated Company.

6.05 Terms of Loan.

(a) A loan shall be secured by a lien on the Eligible Borrower's interest in the Plan, to the maximum extent permitted by the relevant provisions of the Code, ERISA, and any regulations or other guidance issued thereunder.

(b) The interest rate on a loan shall be a reasonable rate of interest established by the Committee or its duly authorized delegate on the date that the loan is approved by the Committee (or its delegate).

(c) Subject to Section 6.06, the principal amount and interest on a loan shall be repaid no less frequently than quarterly by level payroll deductions during each payroll period in which the loan is outstanding; provided, however, that a Participant who is not on the active payroll may continue to repay the principal and interest of his or her loan by check or money order. The loan's repayment period shall not extend beyond five years (60 months) from the date the loan is made (except in the case of a loan used to acquire any dwelling unit which within a reasonable time is to be used as the principal residence of the Participant, in which case the loan's repayment period shall not extend beyond ten years (120 months)). This level amortization requirement will not apply for a period, not longer than one year (or such longer period as may apply under Section 6.08), that a

Participant is on a bona fide leave of absence, either without pay from the Employer or at a rate of pay (after income and employment tax withholding) that is less than the amount of the installment payments required under the terms of the loan. However, the loan (including interest that accrues during the leave of absence) must be repaid by the five-year loan maturity deadline specified above (or ten-year loan maturity date applicable to principal residence loans), and the amount of the installments due after the leave ends (or, if earlier, after the first anniversary of the leave or such longer period as may apply under Section 6.08) must not be less than the amount required under the terms of the original loan.

(d) Each loan shall be evidenced by a promissory note, evidencing the Eligible Borrower's obligation to repay the borrowed amount to the Plan, in such form and with such provisions consistent with this Article VI as are acceptable to the Trustee. All promissory notes shall be deposited with the Trustee.

(e) Under the terms of the loan agreement, a Committee representative may determine a loan to be in default, and may take such actions upon default, in accordance with Section 6.07.

(f) If an Eligible Borrower is transferred from employment with the Employer to employment with an Affiliated Company or another entity affiliated with the Employer as the Committee in its discretion may determine, he shall not be treated as having terminated employment and the Committee shall make arrangements for the loan to be repaid in accordance with the loan agreement. For this purpose, the Committee may, but is not required

to, authorize the transfer of the loan to a qualified plan maintained by such Affiliated Company or other affiliated entity. In the absence of such arrangements, the loan shall be deemed to be in default, and shall be subject to the provisions of Section 6.07.

6.06 Distribution and Repayment of Loan.

(a) The loan proceeds shall be transferred to the Eligible Borrower's Loan Subaccount by the Trustee and shall be derived from the Eligible Borrower's interest in the Plan's investment options on a pro rata basis. Amounts transferred to such Subaccount shall reflect the value of the Eligible Borrower's interest as of the Valuation Date on which such transfer shall occur. The loan proceeds shall be distributed from the Loan Subaccount to the Eligible Borrower on the same day as they are received by the Loan Subaccount.

(b) Repayments of Plan loans shall be made to the Eligible Borrower's Loan Subaccount. Such repayments shall be immediately transferred from the Loan Subaccount and credited to the Eligible Borrower's Account and invested in the Plan's investment options in the same proportions as his current contributions are invested, as soon as practicable after they are received by the Loan Subaccount.

6.07 Events of Default and Action Upon Default.

(a) In the event that an Eligible Borrower does not repay the principal with respect to a Plan loan

at such times as are required by the terms of the loan, such loan shall be in default and the unpaid balance of the loan, together with interest thereon shall become due and payable. If, before a loan is repaid in full, a distribution is required to be made from the Plan to an alternate payee under a qualified domestic relations order (as defined in section 414(p) of the Code and section 206(d) of ERISA) and the amount of such distribution exceeds the value of the Eligible Borrower's interest in the Plan less the amount of such outstanding loan, the unpaid balance thereon, shall become immediately due and payable. The Trustee shall satisfy the indebtedness to the Plan before making any payments to the Eligible Borrower or any alternate payee. In addition to the foregoing, the loan agreement may include such other events of default as the Committee shall determine are necessary or desirable.

(b) Upon the default of any Eligible Borrower, the Committee or its designate in its discretion, may direct the Trustee to take such action as the Committee or its designee may reasonably determine to be necessary in order to preclude the loss of principal and interest, including:

(i) demand repayment of the outstanding amount on the loan (including principal and accrued interest) or, if the loan is not repaid or if other repayment arrangements are not established;

(ii) cause a foreclosure of the loan to occur by distributing the promissory note to the Eligible Borrower or otherwise reducing the Eligible Borrower's Account by the value of the loan. For these purposes, such loan shall be deemed to have

a fair market value equal to its face value (plus applicable interest) reduced by any payments made thereon by the Eligible Borrower.

In the event of any default, the Eligible Borrower's prior request for a loan shall be treated as the Eligible Borrower's consent to an immediate distribution of the promissory note representing a distribution of the unpaid balance of any such loan.

The loan agreement shall include such provisions as are necessary to reflect such consent. In all events, however, to the extent a loan is secured by Pre-Tax Savings and Roth Savings contributions, no foreclosure on the Eligible Borrower's loan shall be made until the earliest time such contributions may be distributed without violating any provisions of Code section 401(k) and the regulations issued thereunder.

6.08 Military Service. Notwithstanding any other provision of the Plan to the contrary, Plan loan repayments may be suspended during periods that the Eligible Borrower is performing service in the uniformed services, whether or not qualified military service, in accordance with section 414(u) of the Code.

6.09 Special Rules for Loans to Qualified Participants.

Notwithstanding any other provision in this Plan, the following rules shall apply with respect to loans made to "Qualified Participants." For purposes of this Section 6.09, a "Qualified Participant" is (i) a Participant whose principal place of abode on August 28, 2005, was located in Louisiana,

Mississippi, Alabama, or Florida and who has sustained an economic loss by reason of Hurricane Katrina ("Qualified Hurricane Katrina Participant"); (ii) a Participant whose principal place of abode on September 23, 2005, was located in the Hurricane Rita disaster area and who has sustained an economic loss by reason of Hurricane Rita ("Qualified Hurricane Rita Participant"); or (iii) a Participant whose principal place of abode on October 23, 2005, was located in the Hurricane Wilma disaster area and who has sustained an economic loss by reason of Hurricane Wilma ("Qualified Hurricane Wilma Participant").

(a) For loans made on or after the applicable dates set forth in (1) and (2) below, and before January 1, 2007, the 50% limit set forth in Section 6.04 shall be increased to 100%, and the \$50,000 limit set forth in Section 6.04 shall be increased to \$100,000. For purposes of this paragraph (a), the applicable dates shall be as follows:

(1) September 24, 2005, in the case of a Qualified Hurricane Katrina Participant;

(2) December 21, 2005, in the case of a Qualified Hurricane Rita Participant or a Qualified Hurricane Wilma Participant;

(b) For loans outstanding on or after the applicable dates set forth in (1), (2) and (3) below, if the due date for any repayment with respect to the loan occurs during the period beginning on such date and ending on December 31, 2006, such due date shall be delayed for one year or, if longer, to the extent permitted under applicable IRS guidance. In

addition, any subsequent repayments for the loan shall be appropriately adjusted to reflect the delay and any interest accruing during such delay, and the period of delay shall be disregarded when applying the 5-year limit set forth in Section 6.05(c). For purposes of this paragraph (b), the applicable dates shall be as follows:

(1) August 25, 2005, in the case of a Qualified Hurricane Katrina Participant;

(2) September 23, 2005, in the case of a Qualified Hurricane Rita Participant;

(3) October 23, 2005, in the case of a Qualified Hurricane Wilma Participant.

6.10 Coronavirus-Related Loans.

(a) Notwithstanding Section 6.04, in the case of any loan made on or before September 23, 2020 to an Eligible Borrower who is a Qualified Participant as defined in Section 5.04, the maximum loan amount that may be borrowed at any time (when added to the outstanding balance of all other loans from the Plan) may not exceed the lesser of: (i) \$100,000, reduced by the excess (if any) of: (A) the highest outstanding balance of loans from the Plan during the one-year period ending on the day before the date on which a new loan is to be made, over (B) the outstanding balance of loans from the Plan on the date on which the new loan is to be made, or (ii) the present value of 100% of the Eligible Borrower's vested interest in his Accounts. Loans available under this Section 6.10(a) shall be subject to all the requirements of loans taken under the Plan as

set forth in Article VI (except the \$50,000 and 50% limits prescribed under Section 6.04 and as set forth in Section 6.10(b)), and Appendix V, Supplemental Agreement, Loans and In-Service Withdrawals.

(b) Notwithstanding anything in this Article VI to the contrary, in the case of a Qualified Participant as defined in Section 5.04 with an outstanding loan (as of or after March 27, 2020) from the Plan: (a) if the due date for any repayment with respect to such loan occurs during the period beginning on March 27, 2020 and ending on December 31, 2020, such due date shall be delayed for one year, (b) any subsequent repayments with respect to any such loan shall be appropriately adjusted to reflect the delay in the due date and any interest accruing during such delay, and (c) in determining the five-year period and the term of a loan, the period described in clause (a) of this paragraph shall be disregarded.

ARTICLE VII

Administration of the Plan

7.01 Appointment of the Committee.

Except as otherwise provided in Section 7.02, the administration of the Plan, as provided herein, including the payment of all benefits to Participants or their Beneficiaries, shall be the responsibility of the Committee. The Committee shall have the exclusive authority:

(a) to, subject to the provisions of Section 7.06, construe and interpret the provisions of the Plan and to make factual determinations thereunder, including the power to determine the

rights or eligibility under the Plan of Employees, Participants, or any other persons, and the amounts of their benefits (if any) under the Plan; in this regard, benefits under the Plan will be paid only if the Committee decides in its discretion, subject to any appeal under Section 7.06, that the applicant is entitled to them pursuant to the Plan's terms;

(b) to, subject to the provisions of Section 7.06, remedy ambiguities, inconsistencies or omissions, and such determinations by the Committee shall be binding on all parties;

(c) to adopt such rules of procedure and regulations as in its opinion may be necessary for the proper and efficient administration of the Plan and as are consistent with the Plan and Trust Agreement;

(d) to enforce the Plan in accordance with the terms of the Plan and in accordance with the rules and regulations the Committee has adopted;

(e) to direct the Trustee with respect to payments or distributions from the Trust in accordance with the provisions of the Plan;

(f) to furnish the Employers with such information as may be required by them for tax or other purposes in connection with the Plan; and

(g) to employ agents, attorneys, accountants, actuaries or other persons (who also may be employed by the Employers) and to allocate or delegate to them such powers, rights and duties as the Committee may consider necessary or advisable

to properly carry out administration of the Plan, provided that such allocation or delegation and the acceptance thereof by such agents, attorneys, accountants, actuaries or other persons, shall be in writing.

The Committee, in its discretion, may authorize Participants to make various requests for information, elections and other transactions under the Plan through the use of one or more of the following methods: (a) written communications, (b) telephonic, automated voice response system, (c) computer network, or (d) any other method designated by the Committee.

Neither the Committee nor any of its members shall be liable to the Company or to any Employee or to any beneficiary of any Employee on account of any act done or omitted by the Committee acting in good faith in the performance of its fiduciary and non-fiduciary duties under the Plan. The Company shall defray all expenses of the Committee.

7.02 Appointment of the Investment Committee. The Investment Committee shall be responsible for determining the investments that are made available to Participants under the Plan (with the exception of the Self-Directed Brokerage) or otherwise available under the Plan including but not limited to the selection of investment funds, the selection of investment advisors and investment managers, the review of the performance of investment managers and advisors, and the execution of documents in connection with the foregoing. The Investment Committee is a Named Fiduciary with respect to investment matters.

Neither the Investment Committee nor any of its members shall be liable to the Company or to any Employee or to any beneficiary of any Employee on account of any act done or omitted by the Investment Committee acting in good faith in the performance of its fiduciary and non-fiduciary duties under the Plan. The Company shall defray all expenses of the Investment Committee.

7.03 Trustee. All contributions to the Plan shall be paid into and all benefits herein provided for shall be paid from a Trust Fund established by agreement between FCA US LLC and a bank or trust company appointed as Trustee by the Committee, which shall be in such form and contain such provisions as FCA US LLC may deem appropriate, including, but not limited to, provisions with respect to the powers and authority of the Trustee, the authority of FCA US LLC to amend the Trust Agreement and the authority of FCA US LLC to settle the account of the Trustee on behalf of all persons having an interest in the Trust Fund. When entered into, the Trust Agreement shall be taken to form a part of this Plan and all rights and benefits that may accrue to any person under this Plan shall be subject to all the terms and provisions of the Trust Agreement. The Investment Committee shall make arrangements for the Trustee to enter into a contract or contracts with one or more insurance companies or other financial service companies to provide various investment options for Participants. The Trustee shall transfer the amounts credited to each Participant's Account, as provided in Article III, to the appropriate insurance company and/or financial service company for investment as directed by the Participant.

7.04 Named Fiduciaries. The Committee shall be a Named Fiduciary under the Plan, and with respect to investment matters, the Investment Committee shall also be a Named Fiduciary.

(a) A Named Fiduciary under the Plan may designate persons to carry out the fiduciary responsibilities under the Plan of the Named Fiduciary making such designation.

(b) Any designation set forth in Subsection (a) above shall be set forth in writing.

(c) Any person or group of persons may serve in more than one fiduciary capacity with respect to the Plan.

(d) A Named Fiduciary, or a fiduciary designated by a Named Fiduciary as set forth in Subsection (a) above, may employ one or more persons to render advice with regard to any responsibility such fiduciary has under the Plan.

7.05 Fees and Expenses. All the Trustee's compensation for its services as trustee, as agreed to by the Company and the Trustee, and all expenses of administration of the Trust Fund and the trust agreement, shall be paid by the Plan, unless otherwise paid by the Company.

7.06 Claims and Appeals Procedure

(a) The Committee shall prescribe a form or such alternate procedure for the presentation of claims under the Plan as it may determine is permitted under applicable law.

(b) Upon presentation to the Committee of a claim, the Committee shall make a determination of the validity thereof. If the determination is adverse to the claimant, the Committee shall furnish to the claimant within a reasonable period of time after the receipt of the claim a notice setting forth the following:

(i) The specific reason or reasons for the denial;

(ii) Specific reference to pertinent provisions of the Plan on which the denial is based;

(iii) A description of any material or information necessary for the claimant to perfect the claim and an explanation of why such material or information is necessary; and

(iv) An explanation of the Plan's claim review procedure.

(c) If a claim is denied, the claimant may appeal such denial to the Board of Administration, as established pursuant to Section (19), Board of Administration, of the FCA US LLC – UAW Pension Agreement, and pursuant to the procedures set forth below, for a review of the adverse determination.

The claimant's request for review must be made in writing to the Board of Administration or its designee within 60 days after receipt by the claimant of the notification required under subsection (b) above. The claimant or his duly authorized representative may submit issues and comments in writing for consideration by the Board of Administration in its review.

(d) A decision on a request for review shall be made by the Board of Administration not later than 60 days after receipt of the request; provided, however, that if special circumstances arise, as determined by the Board of Administration in its sole discretion, such decision shall be made not later than 120 days after receipt of such request. The Board of Administration's decision on review shall state in writing the specific reasons and references to this Plan provisions on which it is based. Subject to any rights to remedies accorded by applicable law, the final decision of the Board of Administration shall be conclusive and binding upon the Company, the claimant and all other persons interested in the claim.

(e) The Committee will adopt additional claims procedures with respect to claims involving disability determinations under the Plan in accordance with applicable Department of Labor regulations.

(f) The Committee may allocate its responsibilities among its several members, except that all matters regarding (a) or (b), above, shall be made by the full Committee or its designee. No member of the Committee or the Board of Administration shall participate in any matter relating solely to himself.

(g) A claimant may not bring a civil action contesting the Board of Administration's denial of a benefit claim on review more than 24 months following the date of the Board of Administration's denial of such benefit claim on review. If a court determines that this provision allows an unreasonably short period of time to bring a civil

action, then the court shall enforce this provision as far as possible and declare the civil action barred unless it was started within the minimum reasonable time that the action should have been started.

ARTICLE VIII

Amendment and Termination

8.01 Amendment. The Plan is maintained pursuant to a collective bargaining agreement between FCA US LLC and the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America ("Union"), effective November 20, 2023 through April 30, 2028. This Plan may not be amended or modified in any manner except by the mutual agreement of FCA US LLC and the Union; provided, however, that in the event that any revision of this Plan is necessary under applicable law, FCA US LLC is authorized, with the consent of the Union, to make the necessary revisions, adhering as closely as possible to the intent of FCA US LLC and the Union as expressed in the collective bargaining agreement and this Plan.

8.02 Termination. The Plan may not be terminated and contributions may not be discontinued except by the mutual agreement of FCA US LLC and the Union. Upon the Union's agreement to any termination or partial termination of the Plan, or the complete discontinuance of contributions under the Plan, the rights of all affected Participants, former Participants and Beneficiaries having an interest in the Trust Fund at the effective date of such termination or discontinuance, to the

amounts credited to their respective Accounts shall be nonforfeitable.

Notwithstanding any termination of the Plan, the provisions of Article IV hereof and of the Trust Agreement shall continue in effect until the Trustee shall have completed the distribution of the Trust Fund and its accounts have been settled.

8.03 Merger or Consolidation of Plan. Except by the mutual agreement of FCA US LLC and the Union, there shall be no merger or consolidation of the Plan with, or transfer of its assets or liabilities to, any other plan. In the event of an agreement permitting any of the foregoing, each Participant shall be entitled, immediately after the merger, consolidation or transfer, to receive a benefit in accordance with the requirements of Code section 414(I) and the Treasury regulations and other guidance issued thereunder.

ARTICLE IX

Miscellaneous

9.01 Absence of Rights. No Employee or Participant shall have any right or claim to any benefit under the Plan except in accordance with the provisions of the Plan, and then only to the extent that there are funds available therefor in the hands of the Trustee. The establishment of the Plan shall not be construed as creating any contract of employment between the Employer and any Employee or otherwise conferring upon any Employee or other person any legal right to

continuation of employment, nor as limiting or qualifying the right of the Employer to discharge any Employee without regard to the effect that such discharge might have upon his rights under the Plan.

9.02 No Assignment of Benefits.

Except as otherwise provided in Article VI, no interest, right or claim in or to any part of the Trust Fund or any payment therefrom shall be assignable, alienable, transferable or subject to sale, mortgage, pledge, hypothecation, commutation, anticipation, garnishment, attachment, execution or levy of any kind, and the Trustee shall not recognize any attempt to assign, alienate, transfer, sell, mortgage, pledge, hypothecate, commute or anticipate the same, except to the extent required by law. If any person entitled to any benefit under the Plan shall be adjudicated bankrupt or shall attempt to assign, transfer, sell, mortgage, pledge, hypothecate, commute, or anticipate the same, then the Committee in its discretion may forthwith terminate the right of such person to such benefit and direct the Trustee to hold or apply the amount hereof for the benefit of such person, his spouse, children or other dependents, or any of them, in such manner and in such proportion as the Committee in its discretion shall determine.

The preceding paragraph shall also apply to the creation, assignment or recognition of a right to any benefit payable with respect to a Participant pursuant to a domestic relations order, unless such order is determined by the Committee to be a qualified domestic relations order, as defined in section 414(p) of the Code and section 206(d) of

ERISA. Benefits payable under such a qualified domestic relations order may be paid prior to the “earliest retirement date,” as such term is defined in the Code and ERISA. The Committee shall establish reasonable procedures for determining the qualified status of any domestic relations order and for administering distributions under any such order.

9.03 Payments to Incapacitated Persons.

In the event that the Committee shall find that any person to whom a benefit is payable under the Plan is unable to care for his affairs because of illness or accident, or otherwise, the Committee may direct that any benefit payments due shall be paid to the duly appointed legal representative, to the spouse, a child, a parent or other blood relative of the person, or to any person deemed by the Committee to have incurred expense for the benefit of such person, and any such payments so made shall be a complete discharge of the liabilities of the Plan therefor.

9.04 Construction. Whenever in the language of the Plan the masculine gender is used, it shall be deemed equally to refer to the female sex.

9.05 Governing Law. To the extent that Michigan law has not been preempted by the provisions of federal law, the provisions of the Plan shall be interpreted, construed and administered in accordance with the laws of the State of Michigan. Notwithstanding the foregoing or any provision of the Plan to the contrary, the determination of whether an individual is a spouse shall be made in accordance with federal law, effective June 26, 2013.

9.06 Participant Statements. Each Participant shall be furnished by mail or otherwise a statement, at least annually, and, as soon as practicable after the end of the period covered by the statement, showing the aggregate amount of the contributions to the Trust Fund for his account during the period and the fair market value of the assets in his Account at the end of the period.

9.07 Savings Clause. If a court determines that any provision of this Plan is unlawful, then the court shall enforce the remaining terms of the Plan as far as possible.

Appendix I

MAXIMUM ANNUAL ADDITION

(a) Limitation of Annual Addition. The Annual Addition of a Participant for a Limitation Year shall not exceed the Participant's Maximum Annual Addition, which shall be the lesser of:

(1) One hundred percent of such Participant's Earnings during the Limitation Year; or

(2) \$40,000, or the amount permitted under Code section 415(c)(1)(A), as adjusted from time to time under Code section 415(d)(1), and in effect for such Limitation Year.

Notwithstanding the foregoing, if a Limitation Year is shorter than 12 months, the Maximum Annual Addition described in paragraph (a)(2) above for that Limitation Year shall be multiplied by a fraction, the numerator of which is the number of months in the

short Limitation Year and the denominator of which is 12.

(b) Annual Addition. A Participant's "Annual Addition" for a Limitation Year shall be the sum of:

(1) Pre-Tax Savings and Roth Savings contributions for the Limitation Year allocated to the Account of the Participant (excluding catch-up contributions described in Section 3.01(a)(ii));

(2) The sum of the Participant's after-tax contributions (including After-Tax Savings Contributions to this Plan), whether mandatory or voluntary, for the Limitation Year, to this and any other defined contribution or defined benefit plan qualified under Code section 401(a) that is maintained by the Employer;

(3) The Company Contributions for the Limitation Year allocated to the Account of the Participant;

(4) The Employer's contributions allocated as of a date within the Limitation Year to the Participant's account in any other defined contribution plan maintained by the Employer and the Account of the Participant;

(5) The Participant's contributions, whether mandatory or voluntary, for the Limitation Year, to this and any other defined contribution or defined benefit plan qualified under Code section 401(a), that is maintained by an Employer;

(6) Forfeitures allocated to a Participant for a Limitation Year under any other defined contribution plan maintained by an Employer; and

(7) Any other amounts required to be treated as “Annual Additions” under Code section 415 and the regulations thereunder.

(c) **Erroneous Allocation.** Notwithstanding anything in subsection (b) to the contrary, any contribution that is allocated in a Limitation Year to a Participant’s account in this or any other defined contribution plan of the Employer due to an erroneous forfeiture or an erroneous failure to allocate in a prior Limitation Year, shall be part of the Participant’s Annual Addition for the Limitation Year to which it relates, and not for the Limitation Year in which it is actually contributed or allocated.

(d) **Reduction of Annual Addition.** In the event that it is necessary to reduce a Participant’s Annual Addition in order to prevent it from exceeding his Maximum Annual Addition, the following allocations shall be reduced in the order in which listed, to the extent necessary:

(1) The Participant’s voluntary, and then his mandatory contributions to any defined contribution plan (including his After-Tax Savings in the appropriate category) shall be reduced, but not below the largest amount of contributions that would not be included in his Annual Addition.

(2) The Participant’s Pre-Tax Savings Contributions (and elective contributions on his behalf under any other qualified cash or deferred arrangement) shall be reduced.

(3) Company Contributions (including company contributions under any other plan) related to any contributions reduced under paragraphs (1) and (2) shall be reduced simultaneously with such contributions.

(4) Any remaining Company Contributions (and allocations of Employer contributions to the account of the Participant under other defined contribution plans) shall be reduced.

(5) The Participant's voluntary, and then his mandatory, contributions to any defined benefit plan shall be reduced.

(e) Earnings. (1) For purposes of this Appendix I, Earnings for a Limitation Year shall include the amounts described in Treas. Reg. § 1.415(c)-2(b) and shall exclude the amounts described in Treas. Reg. § 1.415(c)-2(c). For purposes of this Appendix I only (and not to the extent this term is incorporated in other Sections of the Plan), Earnings also includes (i) amounts paid to a Participant after the Participant has a severance from employment and (ii) compensation for periods of military service and/or disability, to the fullest extent permitted by Code section 415 and the regulations thereunder. For this purpose, Earnings shall include amounts paid after a Participant's severance from employment with the Company, provided that (1) the compensation is paid by the later of (i) 2½ months after the Participant's severance from employment with the Company or (ii) the end of the limitation year that includes the Participant's severance from employment with the Company, (2) the compensation consists of regular compensation for services during the Participant's

regular working hours, or compensation for services outside the Participant's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments, and (3) the payment would have been paid to the Participant prior to a severance from employment if the Participant had continued in employment with the Company. Notwithstanding the foregoing, "Earnings" for any Limitation Year shall not exceed the limitation prescribed under Code section 401(a)(17)(A) for such Limitation Year.

(f) Limitation Year. The Limitation Year shall begin on January 1 and end on the following December 31.

(g) Employer. For purposes of this Appendix I, the term Employer shall mean the Company and all Affiliated Companies, but in applying the definition of Affiliated Companies, the phrase "more than 50 percent" shall be substituted for the phrase "at least 80 percent" wherever the latter phrase appears in Code section 1563(a)(1).

Appendix II

NONDISCRIMINATION LIMITATIONS

(a) Maximum Elective Deferral Contribution. Subject to the limitation of Paragraph (b) and the provisions of Section 3.01(a)(ii) hereof and Code section 414(v), in any calendar year, in no event may the amount of Pre-Tax Savings and Roth Savings contributions to the Plan, in addition to all such salary deferral contributions under all

other qualified cash or deferred arrangements (as defined in section 401(k) of the Code) maintained by the Company or an Affiliated Company in which a Participant participates, exceed the maximum elective deferral limit under Code section 402(g) for such calendar year, as adjusted for increases in the cost-of-living under section 402(g) of the Code (the "maximum 402(g) limit"). If in any calendar year a Participant's total Pre-Tax Savings and Roth Savings contributions under the Plan, in addition to all such salary reduction contributions under all other qualified cash or deferred arrangements (as defined in section 401(k) of the Code) maintained by the Company or an Affiliated Company in which a Participant participates, exceeds the maximum 402(g) limit, the excess deferral (a deferral in excess of the maximum 402(g) limit) together with earnings thereon shall be distributed to the Participant as soon as practicable after the Committee determines that the excess deferral was made, but no later than the April 15 of the calendar year following the calendar year in which the excess deferral arose. If in any calendar year a Participant's total Pre-Tax Savings and Roth Savings contributions under the Plan and any elective contributions under any other qualified cash or deferred arrangement in which he participates which is not maintained by the Company or an Affiliated Company, exceed the maximum 402(g) limit in a calendar year, he may request to receive a distribution of the amount of the excess deferral that is attributable to Pre-Tax Savings and Roth Savings contributions in the Plan together with earnings thereon, notwithstanding any limitations on distributions contained in the Plan. Such distribution shall be made by April 15 following the calendar year of the applicable contribution, provided that the

Participant notifies the Committee of the amount of the excess deferral that is attributable to a Pre-Tax Savings or Roth Savings contribution to the Plan and requests such a distribution. The Participant's notice must be received by the Committee no later than the March 1 following the calendar year of the excess deferral. In the absence of such notice, the amount of such excess deferral attributable to Pre-Tax Savings and Roth Savings contributions to the Plan shall be subject to all limitations on withdrawals and distributions in the Plan. The amount of excess deferrals that may be distributed under this Paragraph (a) with respect to any Participant for any calendar year shall be reduced by the amount of any Excess Contributions previously distributed pursuant to Paragraph (c)(3), if any, for such calendar year. In general, distributions of excess deferrals pursuant to this Section shall be adjusted to reflect earnings or losses with respect to such deferrals for the calendar year in which the deferrals were made, but shall not reflect earnings or losses for the period between the end of such calendar year and the date of the distribution. Notwithstanding the foregoing, any excess deferrals distributed to a Participant with respect to the 2007 calendar year shall be adjusted for any earnings or losses up through the date of distribution. To the extent a Participant's excess deferral for a Plan Year is composed of Pre-Tax Savings and Roth Savings, the Plan shall distribute Pre-Tax Savings first, and then Roth Savings to the extent required.

(b) Maximum Actual Deferral Percentage. Notwithstanding anything in the Plan to the contrary, in no event may the Pre-Tax Savings and Roth Savings contributions made on behalf of all eligible

Highly Compensated Employees with respect to any Plan Year result in an Actual Deferral Percentage for such group of Highly Compensated Employees which exceeds the greater of (1) or (2) below, where:

(1) is an amount equal to 125% of the Actual Deferral Percentage for the current Plan Year for all eligible Employees in the Plan other than Highly Compensated Employees; and

(2) is an amount equal to the sum of the Actual Deferral Percentage for the current Plan Year for all eligible Employees in the Plan other than Highly Compensated Employees and 2%, provided that such amount does not exceed 200% of the Actual Deferral Percentage for the current Plan Year for all eligible Employees other than Highly Compensated Employees.

(c) Correction of Excess Contributions.

(1) The Committee shall be authorized to implement rules authorizing or requiring reductions in the Pre-Tax Savings and Roth Savings contributions that may be made on behalf of Highly Compensated Employees during the Plan Year (prior to any contributions to the Trust) so that the limitation of Paragraph (b) is satisfied.

(2) In addition to the reductions set forth in Subparagraph (c)(1), if the limitation under Paragraph (b) continues to be exceeded an Employer may, in the discretion of the Committee, make additional contributions to the Accounts of eligible Employees who are not Highly Compensated Employees, which additional contributions shall be

Qualified Nonelective Contributions, up to an amount necessary to assure that the limitation in that Plan Year is not exceeded, which additional contributions shall be made in accordance with section 401(k) of the Code and the regulations issued thereunder.

(3) To the extent the limitation under Paragraph (b) continues to be exceeded following the making of such Qualified Nonelective Contributions, or if such additional contributions are not made, the Excess Contributions made on behalf of Highly Compensated Employees with respect to a Plan Year and income allocable thereto (excluding earnings for the period after the close of the Plan Year and prior to the distribution) shall then be distributed to such Highly Compensated Employees as soon as practicable after the end of such Plan Year, but no later than twelve months after the close of such Plan Year. To the extent a Highly Compensated Employee's Excess Contribution for a Plan Year is composed of Pre-Tax Savings and Roth Savings, the Plan shall distribute Pre-Tax Savings first, and then Roth Savings to the extent required.

(d) Maximum Contribution Percentage. Notwithstanding anything in the Plan to the contrary, in no event may After-Tax Savings Contributions made on behalf of all eligible Highly Compensated Employees with respect to any Plan Year result in a Contribution Percentage for such group of Employees which exceeds the greater of (1) or (2) below, where:

(1) is an amount equal to 125% of the Contribution Percentage for the current Plan Year for all eligible Employees in the Plan other than Highly Compensated Employees; and

(2) is an amount equal to the sum of the Contribution Percentage for the current Plan Year for all eligible Employees in the Plan other than Highly Compensated Employees and 2%, provided that such amount does not exceed 200% of the Contribution Percentage for the current Plan Year for all eligible Employees other than Highly Compensated Employees.

(e) Correction of Excess Aggregate Contributions.

(1) If the limitation under Paragraph (d) is exceeded, an Employer may, in the discretion of the Committee, make additional contributions to the accounts of eligible Employees who are not Highly Compensated Employees up to an amount necessary to assure that the limitation under Paragraph (d) is satisfied, which additional contributions shall be Qualified Nonelective Contributions. The Employer shall maintain such records as necessary to demonstrate compliance with the limitations of Paragraph (d), including records showing the extent to which Qualified Nonelective Contributions are taken into account in applying such limitations.

(2) If the limitation under Paragraph (d) continues to be exceeded following such Qualified Nonelective Contributions, if any, the amount of the Excess Aggregate Contributions attributable to After-Tax Savings contributions and any income attributable to such amounts shall be distributed to eligible Highly Compensated Employees.

(3) All Excess Aggregate Contributions and any income allocable thereto shall be distributed, as described above, as soon as practicable after the close of the Plan Year, but no later than twelve months after the close of the Plan Year in which they occur.

(4) The Committee is authorized to implement rules under which it may utilize any combination of the methods described in the foregoing Subparagraphs (e)(1), (e)(2), and (e)(3) to assure that the limitation of Paragraph (d) is satisfied.

(f) Definitions. For purposes of this Appendix, the following terms shall have the following meanings:

(1) “Actual Deferral Percentage” with respect to any group of actively employed eligible Employees for a Plan Year shall mean the average of the ratios (calculated separately for each Employee in the group) of:

(i) The amount of Pre-Tax Savings and Roth Savings contributions paid to the Trust for such Plan Year on behalf of the Employee plus the amount of any Qualified Nonelective Contributions made on behalf of the Employee for the Plan Year, if any, divided by

(ii) The Employee’s Compensation for such Plan Year.

For purposes of determining Actual Deferral Percentages, any Employee who is suspended from participation pursuant to Article V shall be treated as

an eligible Employee. In all events, Actual Deferral Percentages will be determined in accordance with all of the applicable requirements (including to the extent applicable, the plan aggregation requirements) of section 401(k) of the Code, and the regulations issued thereunder.

(2) “Compensation” shall mean for any Employee, “Earnings” as defined in Appendix I(e). In no event may the amount of Compensation taken into account for this Appendix exceed the annual compensation limitation in effect under section 401(a)(17) of the Code, as adjusted by the Internal Revenue Service for increases in the cost of living in accordance with section 401(a)(17)(B) of the Code.

(3) “Contribution Percentage” with respect to any specified group of actively employed eligible Employees for a Plan Year shall mean the average of the ratios (calculated separately for each Employee in the group) of:

(i) the amount of After-Tax Savings Contributions and any Qualified Nonelective Contributions made pursuant to Paragraph (e), paid to the Trust Fund on behalf of each such Employee for such Plan Year, to

(ii) the Employee’s Compensation for such Plan Year.

For purposes of determining Contribution Percentages, any Employee who is suspended from participation pursuant to Article V shall be treated as an eligible Employee. In all events, Contribution Percentages will be determined in accordance

with all of the applicable requirements (including to the extent applicable, the plan aggregation requirements) of section 401(m) of the Code, and the regulations issued thereunder.

(4) “Excess Aggregate Contributions” shall mean with respect to each Highly Compensated Employee, the amount equal to the total After-Tax Savings contributions made on his behalf determined prior to the application of the leveling and distribution procedures described below, minus the Employee’s total After-Tax Savings contributions, determined after the application of the leveling and distribution procedures described below. Under the leveling procedure, the Contribution Percentage of the Highly Compensated Employee with the highest such percentage is reduced to the extent required to enable the limitation of Paragraph (d) to be satisfied, or, if it results in a lower reduction, to the extent required to cause such Employee’s Contribution Percentage to equal that of the Highly Compensated Employee with the next highest Contribution Percentage. This leveling procedure is repeated until the limitation of Paragraph (d) is satisfied. Once the leveling procedure has been completed, the total dollar amounts of Excess Aggregate Contributions shall be determined. This amount shall be distributed as required by Paragraph (e) and in accordance with a distribution procedure under which the dollar amount of After-Tax Savings contributions of the Highly Compensated Employee with the highest dollar amount of After-Tax Savings contributions shall be reduced to the extent required to distribute the total amount of Excess Aggregate Contributions. This distribution process shall be repeated until all Excess Aggregate Contributions have been distributed.

(5) “Excess Contributions” shall mean with respect to each Highly Compensated Employee, the amount equal to total Pre-Tax Savings and Roth Savings contributions made on behalf of the Employee (determined after the application of Subparagraph (c)(1) and prior to the application of the leveling and distribution procedures described below) minus the Employee’s total Pre-Tax Savings and Roth Savings contributions (determined after application of Subparagraph (c)(1) and after the leveling and distribution procedures described below). In accordance with the regulations issued under section 401(k) of the Code, Excess Contributions shall be determined by a leveling procedure under which the Actual Deferral Percentage of the Highly Compensated Employee with the highest such percentage shall be reduced to the extent required to enable the limitation of Paragraph (b) to be satisfied, or, if it results in a lower reduction, to the extent required to cause such Highly Compensated Employee’s Actual Deferral Percentage to equal the Actual Deferral Percentage of the Highly Compensated Employee with the next highest Actual Deferral Percentage. This leveling procedure shall be repeated until the limitation of Paragraph (b) is satisfied. Once the leveling procedure has been completed, the total dollar amounts of Excess Contributions shall be determined. This amount shall be distributed as required by Paragraph (c) and in accordance with a distribution procedure under which the dollar amount of Pre-Tax Savings and Roth Savings contributions of the Highly Compensated Employee with the highest dollar amount of Pre-Tax Savings and Roth Savings contributions shall be reduced to the extent required to distribute the total amount of Excess Contributions or, if it results in a

lower reduction, to the extent required to cause such Highly Compensated Employee's dollar amount of Pre-Tax Savings and Roth Savings contributions to equal the dollar amount of Pre-Tax Savings and Roth Savings contributions of the Highly Compensated Employee with the next highest dollar amount of Pre-Tax Savings and Roth Savings contributions. This distribution process shall be repeated until all Excess Contributions have been distributed.

(6) "Qualified Nonelective Contributions" shall mean contributions that are made pursuant to Paragraph (c)(2) and that meet the requirements of section 401(m)(4)(C) of the Code and the regulations issued thereunder and which are designated as Qualified Nonelective Contributions for purposes of satisfying the limitations of Paragraph (b). Qualified Nonelective Contributions shall be nonforfeitable when made and are distributable only in accordance with the distribution and withdrawal provisions that are applicable to Pre-Tax Savings and Roth Savings contributions under the Plan; provided, however, that Qualified Nonelective Contributions may not be withdrawn on account of financial hardship. If any Qualified Nonelective Contributions are made, the Employer shall keep such records as necessary to reflect the amount of such contributions made for purposes of satisfying the limitations of Paragraph (b). Qualified Nonelective Contributions may be treated as elective contributions only if the nondiscrimination and plan aggregation conditions described in Treas. Reg. §1.401(k)-2(a)(6) and any other guidance issued thereunder are satisfied.

Appendix III

PARTICIPATING EMPLOYERS

The following subsidiaries and affiliates of FCA US LLC have adopted the Plan and are participating employers under the Plan pursuant to the approval of the Committee:

1. FCA Transport LLC
2. Global Engine Manufacturing Alliance LLC - GEMA (until January 1, 2016 when it was merged into FCA US LLC)

Appendix IV

SPECIAL PROVISIONS REGARDING TRANSFEROR PLANS

1. Effective December 31, 2008, all participants in the Global Engine Manufacturing Alliance LLC Hourly Deferred Pay Plan (the "GEMA HDPP") shall become Participants in this Plan, and all assets in the GEMA HDPP shall be transferred to this Plan, and allocated to the Accounts of such Participants.

2. Effective January 1, 2016, all salaried bargaining unit employees represented by the International Union, United Automobile, Aerospace and Agricultural Implement Workers of America (UAW) participating in the FCA US LLC Salaried Employees' Savings Plan ("SESP") shall become Participants in this Plan, and all assets in such

individuals' accounts in the SESP shall be transferred to this Plan, and allocated to the Accounts of such Participants.

3. All optional forms of distribution of benefits available to participants under the GEMA HDPP and the SESP shall continue to be available with respect to the assets transferred to such participants' Accounts under this Plan.

4. The Employee Benefits Committee is authorized to take all necessary actions to facilitate the integration of the GEMA HDPP and the transferred assets of the SESP into this Plan, including the protection of any benefits required to be protected under Code section 411(d)(6) (including the timing and form of such benefits).

Appendix V

SUPPLEMENTAL AGREEMENT SPECIAL PROVISIONS APPLICABLE TO CERTAIN UAW-REPRESENTED EMPLOYEES

Notwithstanding any other provision of the Plan to the contrary, the provisions of the Supplemental Agreement, **Appendix V** shall apply to those certain eligible Employees, as designated in **Appendix V**. To the extent there is a conflict between the Supplemental Agreement and the terms of the Plan, the terms of the Supplemental Agreement shall control unless otherwise required by law.

Appendix V

SUPPLEMENTAL AGREEMENT Company Defined Contribution

Incorporated by reference in (M-13) Memorandum of Understanding UAW – Chrysler Group LLC Employees Hired on or After October 29, 2007 Wage & Benefit Agreement dated October 12, 2011 and the Salaried Bargaining Unit New Entry Wage, Benefit and Retirement Agreement effective April 15, 2010.

For purposes of the Benefits Program, Eligible Employees, as defined herein, are eligible for the contributions described in this Supplemental Agreement.

Until the expiration of the 2023 Production, Maintenance and Parts Agreement, Letters, Memoranda and Agreements, between FCA US LLC and the UAW, neither the Union nor the Company shall demand any change in, deletion from, or addition to this Supplemental Agreement, Appendix V, nor shall either of them be required to bargain with respect to any provision or interpretation of this Appendix V.

Effective with the 2015 Production, Maintenance and Parts Agreement, Letters, Memoranda and Agreements, between FCA US LLC and the UAW, Appendix V was incorporated in the FCA US LLC UAW Savings Plan.

1.01 Eligible Employee

(i) Non-skilled classified employees with seniority hired or rehired on or after October 29, 2007 whose employment is governed by the 2007 Production, Maintenance and Parts Agreement, Letter, Memoranda and Agreements, Memorandum of Understanding UAW - Chrysler Entry Level Wage & Benefit Agreement between FCA US LLC and the UAW and any successor agreement thereto.

(ii) Salaried bargaining unit employees with seniority hired or rehired on or after April 15, 2010 whose employment is governed by the Letter of Understanding, Addendum to the 2007 Chrysler LLC-UAW National Agreement dated April 15, 2010, and any successor agreement thereto.

(iii) Skilled trade classified employees with seniority hired or rehired on or after October 12, 2011 whose employment is governed by the 2011 Production, Maintenance and Parts Agreement, Letters, Memoranda and Agreements, Memorandum of Understanding UAW - Chrysler Group LLC Employees Hired On or After October 29, 2007 Wage & Benefit Agreement between Chrysler Group LLC and the UAW and any successor agreement thereto.

(iv) Global Engine Manufacturing Alliance, LLC (GEMA) employees with seniority hired or rehired on or after October 12, 2011.

(v) All employees whose employment becomes subject to the Engineering Office and Clerical Agreement on or after January 1, 2017 and who, immediately prior to that employment, were:

(a) Non-skilled classified employees hired or rehired on or after October 29, 2007, or

(b) Skilled trade classified employees hired or rehired on or after October 12, 2011, or

(c) Global Engine Manufacturing Alliance (GEMA) employees hired or rehired on or after October 12, 2011, or

(d) Non-represented employees regardless of date of hire.

2.01 Company Retirement Contributions

Company Defined Contribution

Effective the first pay date on or after January 1, 2024, or if later, the first pay period in which an employee becomes an Eligible Employee, the Company shall contribute each pay period an amount as described below. Company Contributions shall commence as soon as administratively practicable after the employee first becomes eligible

for such contribution and shall continue for as long as the employee remains an Eligible Employee.

6% of Eligible Compensation payable to an Eligible Employee.

3.01 Eligible Compensated Hour / Eligible Compensation

Eligible Compensated Hours shall include:

- Straight time
- Overtime hours (straight time portion)
- Paid Absence Allowance
- Paid Holiday
- Call-in Pay
- Bereavement
- Jury Duty
- Short Term Military
- Grievance Awards
- Vacation (salary only)

Effective January 1, 2012, Eligible Compensated Hours used to calculate contributions under this Supplemental Agreement shall not exceed 40 hours in any one work week. In all cases, effective for pay periods beginning on and after January 4, 2021, Eligible Compensated Hours shall not exceed 2,080 in a calendar year.

Skilled Trades on Alternative Work Schedules

Notwithstanding the foregoing, Eligible Compensated Hours used to calculate contributions under this Supplemental Agreement for Skilled Trades employees during an agreed upon Alternative

Work Schedule ("AWS") pursuant to Letter (310) Skilled Trades - Alternative Work Schedules shall not exceed the maximum number of hours in any one work week pursuant to the agreed upon AWS, effective with the first day of the pay period coincident with or following the effective date of the agreed upon AWS and ending pursuant to the deletion of Letter (310) Skilled Trades - Alternative Work Schedules effective with the expiration of the 2019 agreement. In all cases, Eligible Compensated Hours shall not exceed 2,080 in a calendar year.

Eligible Compensation:

1. Hourly rate employees: base hourly rate times Eligible Compensated Hours
2. Salary rate employees: base salary rate

4.01 Vesting of Company Contributions

Contributions and related earnings received pursuant to this Supplemental Agreement shall be 100% vested upon the Eligible Employee's attainment of three years of vesting service, or if earlier, the date he attains age 65. Contributions and related earnings are 0% vested prior to the Eligible Employee's attainment of three years of vesting service. Vesting service will be measured by elapsed time on a calendar year basis, beginning with the employee's most recent date of hire or rehire and ending on the date that the Eligible Employee separates from service by losing seniority, death, quit or discharge.

If an Eligible Employee separates from service and is subsequently rehired by the Company prior to incurring five (5) or more consecutive one-

year breaks in service and becomes an Eligible Employee, any period of vesting service before such one-year breaks in service will be added to current vesting service for purposes of counting the three years vesting service. If the rehire date is on or after the Eligible Employee incurs five (5) or more consecutive one-year breaks in service, prior vesting service will not be counted.

5.01 Forfeiture of Company Contributions

In the event an Eligible Employee terminates employment from the Company, any non-vested assets attributable to Company Contributions and related earnings shall be forfeited on or before the last business day of the calendar year in which the Eligible Employee separates from service.

5.02 Restoration of Forfeited Company Contributions

In the event a separated employee is rehired by the Company prior to incurring five (5) consecutive one-year periods of severance from the Company, and becomes an Eligible Employee, the Company will restore any forfeited Company Contributions to the Eligible Employee's account. The amount restored will be the market value of such forfeited amounts as of the date the Company Contributions were forfeited.

5.03 Allocation of Forfeited Company Contributions

Any assets attributable to Company Contributions and related earnings which shall be forfeited

as provided herein shall be applied as soon as practicable, first to restore previously forfeited contributions and thereafter, to the extent available, to reduce the amount of any Company Contributions under the Plan.

6.01 Eligible Employee's Account

The Company Contributions provided herein shall be deposited into the Eligible Employee's account under the Plan.

6.02 Loans and In-Service Withdrawals

Contributions and related earnings received pursuant to this Supplemental Agreement and deposited into the employee's 401(k) plan shall not be available for participant loans or any type of in-service withdrawal.

November 20, 2023

(3) Financial Fitness Program –
Bank of America Merrill Lynch

International Union, UAW

Attention: Mr. Rich Boyer

Dear Mr. Boyer:

During these negotiations, the parties discussed the importance of Employee financial wellness and the tools and resources available through Bank of America Merrill Lynch (BAML). To that end, the company agrees, during the term of the agreement, to discuss providing additional financial wellness offerings such as financial education workshops offered by BAML, and one-on-one consultation with a BAML Financial Specialist.

Very truly yours,
FCA US LLC
By: Christopher Fields

Accepted and Approved:

INTERNATIONAL UNION, UAW
By: Rich Boyer

November 20, 2023

(4) Financial Fitness Program –
Lifetime Income Solutions

International Union, UAW

Attention: Mr. Rich Boyer

Dear Mr. Boyer:

During these negotiations, the parties discussed the importance of Employee financial wellness and the capability to convert certain bonuses, awards or account balances into a lifetime income stream. To that end, the Company agrees, during the term of the agreement, to implement a voluntary employee benefit which would provide for the conversion of certain bonuses, awards or account balances into a current or future lifetime income stream.

Very truly yours,

FCA US LLC

By: Christopher Fields

Accepted and Approved:

INTERNATIONAL UNION, UAW

By: Rich Boyer

November 20, 2023

(5) Implementation of Requirements
of IRC Section 414(v)(7) –
Roth-Only Catch-up Contributions
for Certain Eligible Participants

International Union, UAW

Attention: Mr. Rich Boyer

Dear Mr. Boyer:

During the course of these negotiations, the parties discussed the addition of Section 414(v)(7) to the Internal Revenue Code of 1986, as amended (the “Code”), included in the Consolidated Appropriations Act, 2023, Division T – SECURE 2.0 Act of 2022 (“SECURE 2.0 Act”) and the current guidance issued by the Internal Revenue Service in Notice 2023-62 as it relates to the FCA US LLC UAW Savings Plan (UAWSP).

The parties agree, to the extent required by Code Section 414(v), the Company shall amend Section 3.01(a)(ii) of the UAWSP and any corresponding provisions of the UAWSP as necessary to implement final requirements imposed under Code Section 414(v)(7). The parties have also agreed to take full advantage of the 2-year administrative transition period described in Notice 2023-62 ending December 31, 2025, and any

extension thereof allowed by the Internal Revenue Service and/or further federal tax legislation.

Very truly yours,
FCA US LLC
By: Christopher Fields

Accepted and Approved:

INTERNATIONAL UNION, UAW
By: Rich Boyer

November 20, 2023

(6) Discussion of Optional Provisions
of SECURE 2.0 Act

International Union, UAW

Attention: Mr. Rich Boyer

Dear Mr. Boyer:

During the course of these negotiations, the parties discussed the optional provisions included in the Consolidated Appropriations Act, 2023, Division T - SECURE 2.0 Act of 2022 ("SECURE 2.0 Act").

The parties have agreed to discuss during the term of this Agreement, the optional provisions in SECURE 2.0 Act as applicable to the FCA US LLC UAW Savings Plan after final regulations concerning those provisions have been finalized and issued by the Department of Treasury.

Very truly yours,
FCA US LLC
By: Christopher Fields

Accepted and Approved:

INTERNATIONAL UNION, UAW
By: Rich Boyer

November 20, 2023

(7) Automatic Sweep of Non-Participants

International Union, UAW

Attention: Mr. Rich Boyer

Dear Mr. Boyer:

During these negotiations, the parties discussed the positive results associated with the automatic enrollment of Employees who are now participating in the FCA US LLC UAW Savings Plan.

As a result, the Company will implement a one-time sweep during the course of this Agreement. Each Employee who satisfies the requirements of Section 2.01 of the Plan on the Sweep Date and who is not contributing any amounts to the Plan as of the Sweep Date shall be enrolled into the Plan at a 3% pre-tax contribution rate of the Participant's Compensation as of the Sweep Date (following a 45 day advance notice and election period) and increased by 1% annually until the Employee reaches a 10% pre-tax contribution rate. For purposes of this Letter, the term "Sweep Date" means the date provided in advance by the Company.

Very truly yours,

FCA US LLC

By: Christopher Fields

Accepted and Approved:

INTERNATIONAL UNION, UAW

By: Rich Boyer

[illegible]

