

# Randstad North America 401(k) Plan

## New Hire Summary Plan Description and Enrollment Booklet

### WELCOME TO THE PLAN!

As a new employee of Randstad North America, Inc. and its participating affiliates or certain related employers (together, the “Company”), you may participate in the Randstad North America 401(k) Plan (the “Plan”).

The Plan is a Section 401(k) defined contribution retirement plan. This means that the amount of your retirement benefit is determined by the amount of contributions credited to your account under the Plan and by the investment earnings and losses on those contributions.

This booklet includes your summary plan description of the Plan, legal notices you need to receive to understand your rights under the Plan, and information on how to enroll.

If you have questions about the Plan, please contact the Randstad HR Support Team at 1.877.601.7453 or the Milliman Benefits Service Center at 1.866.767.1212. You can also log onto [MillimanBenefits.com](https://www.MillimanBenefits.com) for more information about the Plan.

**The official and controlling provisions of the Plan are contained in the Plan document. In case of differences between this Plan summary and the Plan document, the official Plan document always prevails. Copies of the Plan and trust are on file with the Committee (the committee appointed by Randstad North America, Inc. to administer the Plan), and may be inspected, upon request, during normal business hours of any regular working day.**

### HOW TO ENROLL

#### 1. Website

Visit [MillimanBenefits.com](https://www.MillimanBenefits.com) (choose English or Spanish) and select New User.

#### 2. Milliman Mobile Benefits app

Download from the App Store or Google Play. You can do a “quick enroll” from the app.

#### 2. Benefits Service Center

Representatives are available at 1.866.767.1212 Monday through Friday from 8 a.m. to 8 p.m. Eastern time.

### PLAN ELIGIBILITY AND PARTICIPATION

#### *When Can I Participate In The Plan?*

You are eligible for the Plan when you reach the first day of the calendar month on or after completing 90 days of service, as long as you are a “Covered Employee.”

You are a “Covered Employee” if you are actively employed by Randstad North America and you are not:

- an employee that the Company leases from an outside employer;
- an individual classified by the Company as an independent contractor or a leased employee, whether or not you are an actual employee;
- an employee covered by a union contract, unless the contract provides for your participation;
- a nonresident alien who does not receive U.S. source income;
- a resident of Puerto Rico;
- an employee who is not on the U.S. payroll; or
- an individual who is eligible to participate in a related company’s tax-qualified retirement plan.

You are also a “Covered Employee” if you are a non-Highly Compensated Employee of a participating AccuStaff, TempForce or Spherion location. You can continue to participate in the Plan as long as you remain a Covered Employee.

#### *Am I Charged A Fee For Participating In The Plan?*

If you have an account in the Plan, you will be charged administration and maintenance fees, and fees for certain transactions. See the enclosed fee disclosure notice for more details.

## CONTRIBUTIONS

### ***What Types Of Contributions Can I Make To The Plan?***

The Plan allows you to make four kinds of contributions: pre-tax contributions, Roth contributions, catch-up contributions and rollover contributions.

### ***What Are Pre-Tax Contributions?***

Pre-tax contributions are withheld from your eligible pay and are contributed to the Plan before federal and, in most cases, state income taxes are taken out. However, Social Security taxes must still be withheld.

### ***What Are Roth Contributions?***

Roth contributions are withheld from your eligible pay but are included in your taxable income for the year contributed. However, the earnings on your Roth contributions may be exempt from Federal income tax when withdrawn if certain requirements are met. See the “Benefit Tax Considerations” section below for more details.

### ***How Much Can I Contribute?***

You generally can choose to contribute up to 75% of your eligible pay as pre-tax and/or Roth contributions, up to the annual limit set by the IRS (for 2019 the limit is \$19,000 and this may be adjusted from time to time). This annual limit includes any pre-tax and Roth contributions you made during the year to another employer’s plan, but does not include catch-up contributions (as described below). If you made pre-tax or Roth contributions to another employer’s plan during any year, you are responsible for determining whether the total amount you contributed is above the annual limit. If you are above the limit, you should notify one of the plans in which you participated so that the excess can be distributed to you. If you do not, you may pay taxes on the excess contributions twice.

If you will be age 50 or older during the year, you may make additional pre-tax and/or Roth contributions above the usual limit, known as “catch-up contributions.” For 2019, catch-ups are subject to an IRS limit of \$6,000, which may be adjusted in future years.

The IRS requires that the Plan’s saving features be applied fairly among employees at all pay levels. As a result, contributions made by Highly Compensated Employees (as described below) may be limited. You will be notified if this limit applies to you.

### ***Can I Change Or Stop My Contributions To The Plan?***

You may log onto [MillimanBenefits.com](https://www.millimanbenefits.com) or call the Milliman Benefits Service Center as often as you wish to change your contribution election. A change may include starting, increasing, reducing or stopping contributions, or changing between pre-tax and Roth tax treatment. Any requested change will be processed as soon as practicable. You should review each confirmation you receive and notify Milliman or the Benefits Service Center immediately if you think an error has occurred. If you fail to report an error within a reasonable period, you will be deemed to have accepted the transaction.

### ***Who Is A Highly Compensated Employee?***

In general, a “Highly Compensated Employee” is an employee who owns more than 5% of the outstanding stock in the Company or one of its affiliates or who earned more than a specified dollar amount in the previous year. For 2019, you are a Highly Compensated Employee if you earned over \$120,000 in 2018; this threshold may be adjusted by the IRS from year to year for cost of living increases. You will be informed if you are considered a Highly Compensated Employee. If you have any questions, please contact the Randstad HR Support Team at 1.877.601.7453.

### ***What Is Considered Eligible Pay?***

For purposes of determining your contribution amounts, your eligible pay is generally equal to:

- Your taxable wages and pay reported on your IRS Form W-2; plus
- The amount of your pre-tax contributions to any Company cafeteria plan, 401(k) plan or qualified transportation plan; excluding
- Reimbursements, expense allowances, fringe benefits, moving expenses, deferred compensation and welfare benefits.

For each Plan Year (January 1 through December 31) any eligible pay above a certain IRS limit will not be taken into account. For 2019, the limit is \$280,000, and this will be adjusted from time to time for cost of living increases.

### ***What Are Rollover Contributions And How Can I Make Them?***

Rollover contributions are tax-free transfers to the Plan of your account from another qualified retirement plan (such as a profit sharing, 401(k), pension, 403(b) or 457 plan or an IRA). If you are a Covered Employee, you may make a rollover contribution to the Plan at any time. You may not roll over after-tax contributions to the Plan other than Roth contributions. If you are interested in making a rollover contribution, please log on to [MillimanBenefits.com](https://www.millimanbenefits.com) or call the Milliman Benefits Service Center.

### ***What Company Contributions Are Made To The Plan?***

The Plan allows the Company to make matching contributions and supplemental contributions in its discretion. Matching contributions are different for different participants in the Plan. Contact the Randstad Benefits Department or view the plan overview on the Company intranet to see if you are eligible for matching contributions.

### ***What Are Supplemental Contributions?***

If the Plan does not meet certain requirements of the Internal Revenue Code, the Company may (but is not required to) contribute additional amounts, referred to as Supplemental Contributions, to the Plan to satisfy these requirements.

## VESTING UNDER THE PLAN

### ***What Is Vesting?***

Vesting means ownership. When you leave the Company, you will have the right to receive the vested part of your account in the Plan. You are always 100% vested in your pre-tax, Roth, supplemental and rollover subaccounts.

As a new hire, your matching contributions, if any, will vest according to the following schedule:

Less Than 3 Years of Service	0% Vested
3 or More Years of Service	100% Vested

You will also become fully vested in your matching contributions if you die, become disabled or reach age 65 while employed by the Company. For purposes of the Plan, you are considered “disabled” if you are approved for benefits under the Company’s internal talent long-term disability plan. If you are not covered by the internal talent long-term disability plan, the Committee will determine whether you are disabled, using the guidelines and criteria set forth in the internal talent long-term disability plan. The Committee may require medical proof of disability, such as the certificate of one or more licensed physicians selected by the Committee.

### ***What Is A Year Of Service?***

You will be credited with a “year of service” if you complete at least 1,000 hours of service with the Company and its affiliates during any calendar year. You will generally be credited with one hour of service for each hour for which you are paid or entitled to be paid by the Company.

### ***What Is A Break In Service?***

A “Break in Service” is any year in which you complete 500 or fewer hours of service with the Company. If you are absent from work because of your pregnancy, the birth of your child, the adoption of a child, or to care for your child immediately after your child’s birth or adoption, you will be credited with the hours with which you would normally have been credited but for your leave, up to a maximum of 501 hours. You must provide the Plan with evidence of the reason for your leave in order to receive credit under this special rule.

### ***How Does A Break In Service Affect My Years Of Service?***

If you have 5 consecutive Breaks in Service, the years of service that you complete after your Breaks in Service will not count for purposes of determining whether you are vested in your matching contributions that you earned before the Break in Service. However, all of your service will count toward vesting in future matching contributions.

### ***What Are Forfeitures?***

If you are not fully vested in your matching account and you leave employment with the Company and its affiliates, you will forfeit (or lose) the unvested portion. This means that the unvested money will be removed from your account and used to pay administrative expenses of the Plan or to fund future employer contributions.

### ***Can Forfeited Amounts Be Restored?***

If your matching contributions were forfeited and you are rehired by the Company before completing 5 breaks in service, any forfeited amounts will be put back into your account automatically, as long as you did not receive a full distribution of your account before being rehired. If you did receive a distribution, you will have to repay the amount distributed to you in order to have the forfeited amount put back in your account. The repayment must be made within 5 years from your rehire date. If you repay the distribution, the forfeitures will be put back into your account and you may continue to vest in those amounts. If you have at least 5 breaks in service, any forfeited amounts will not be put back into your account if you are later rehired.

## INVESTMENT OPTIONS

### ***How Are Contributions Held And Accounted For?***

All contributions to the Plan are held in trust for the exclusive benefit of the Plan’s participants and beneficiaries. Charles Schwab Trust Company serves as the Plan’s trustee. All contributions made to the Plan on your behalf are credited to an account established in your name. Each business day, your account will be credited with the investment gains and losses on the investment funds that you select.

### ***How Is My Money Invested?***

The Plan lets you choose how your money is invested. You have the right to choose among several investment funds offered under the Plan. You can see a list of the available investment funds, their objectives and risk and return characteristics, and you can get additional fund information by logging onto [MillimanBenefits.com](http://MillimanBenefits.com).

Please remember that the Company, the Committee, the Trustee and the record keeper make no guarantee of the performance of any of the investment options offered under the Plan. Also, past performance is not a guarantee of future performance. Therefore, you should consult your professional financial advisor if you need help in choosing your investment mix.

In accordance with Department of Labor Regulations, the Plan is intended to qualify as an ERISA Section 404(c) plan because it gives you control over your investment selections. This means that you, and not the Plan fiduciaries, are responsible for the results of your investment decisions.

## ***How Can I Change My Investment?***

Generally, investment changes can be made as often as you wish by logging on to [MillimanBenefits.com](http://MillimanBenefits.com) or calling the Milliman Benefits Service Center.

You can give the Plan separate directions about how to invest your future contributions and how to invest your existing account balance. If you change how your current account balance is invested and you also want to change the investment funds in which your future contributions will be deposited, you must separately change your investment elections for future contributions.

Please note that some individual investment funds have restrictions and/or fees if you buy and sell the fund too often. You should review the fund's prospectus (a document that describes the fund and contains certain legally required information), available through [MillimanBenefits.com](http://MillimanBenefits.com) or the Milliman Benefits Service Center, to see what restrictions apply.

## **LOANS FROM THE PLAN**

### ***Are Loans Available From The Plan?***

If you are an active employee and you have a vested account balance of at least \$2,000, you will be able to borrow money from your account. Loans from the Plan are governed by a loan policy maintained by the Committee. You can request a copy of this policy from Milliman at any time. If you default on your loan, the outstanding loan balance will become a taxable distribution to you. In addition, if you are not yet age 59½, a 10% additional income tax may apply.

### ***How Do I Apply For A Loan?***

General Purpose Loan. Log onto [MillimanBenefits.com](http://MillimanBenefits.com) or call the Milliman Benefits Service Center if you wish to borrow from your account in the Plan. You can choose the amount of your loan and the repayment schedule that works best for you through a process called loan modeling. After you enter various loan amounts and repayment schedules, the loan modeling process calculates your loan payments.

Residential Loan. To request a principal residence loan, you must log onto [MillimanBenefits.com](http://MillimanBenefits.com) or call the Milliman Benefits Service Center and request a loan application. You will have to submit evidence of your residential purchase before you can receive your loan.

Once your application is complete, you will receive a check for the amount of the loan and a promissory note. By signing the back of the check, you agree to the terms of the loan.

### ***Will I Be Charged A Fee?***

You will be charged a \$75 loan origination fee when you take out a loan from the Plan.

## **WITHDRAWALS FROM THE PLAN**

### ***What Type Of Withdrawals Can I Make?***

While you are still employed by the Company, you can make the following types of withdrawals from your vested account:

- If you are age 59½ or older, you can withdraw up to 100% of your vested account at any time.
- You may withdraw money from the rollover contribution portion of your account at any time.
- If you are age 55 or older, you can withdraw all or part of your vested matching account at any time.
- If you are a reservist who has been called to active duty for 180 or more days or for an indefinite period, you may request a withdrawal of all or part of your vested account during your period of military service.
- If you become disabled while employed, you may choose to receive the entire balance of your account.
- If you meet certain requirements (see below), you may take a hardship withdrawal.

The portion of your account attributable to non-Roth sources will be withdrawn before any Roth amounts in your account.

### ***How Can I Request A Withdrawal?***

You may request a withdrawal by logging onto [MillimanBenefits.com](http://MillimanBenefits.com) or by calling the Milliman Benefits Service Center. If you would like to make a hardship withdrawal, you will have to complete additional paperwork.

### ***When Can I Take A Hardship Withdrawal?***

A "hardship withdrawal" is a withdrawal intended to help you meet certain immediate and heavy financial needs that cannot be met from other sources. If you (i) have an immediate and heavy financial need, (ii) are an active employee, and (iii) are not yet age 59½, you may request a hardship withdrawal of all or part of your vested account (other than Company Supplemental Contributions and earnings on before-tax and Roth contributions).

To receive a hardship withdrawal, you must submit proof that you have an immediate and heavy financial need. The following reasons are considered immediate and heavy financial needs under the Plan:

- to pay for certain unreimbursed medical expenses incurred by you, your spouse or dependents, or your designated Plan beneficiary;
- to pay tuition and related educational fees for the next year of post-secondary education for you, your spouse, children or dependents, or your designated Plan beneficiary;
- to prevent eviction from or foreclosure on your principal residence;
- to purchase your principal residence;
- to pay for funeral expenses for your parents, spouse, children or dependents, or your designated Plan beneficiary;

- to pay for expenses for the repair of damage to your principal residence that would qualify for a casualty loss deduction under federal tax law;
- to cover the reasonable and necessary personal, family, living, or funeral expenses that result from living in an area affected by a qualified disaster at the time of the qualified disaster; or
- to cover the reasonable and necessary expenses for the repair or rehabilitation of your home or its contents due to damage caused by a qualified disaster.

Before you may receive a hardship withdrawal, you must certify that you cannot obtain the amount necessary to satisfy your immediate and heavy financial need from any other sources, including loans or other withdrawals from the Plan. You may withdraw only the amount needed to pay your immediate and heavy financial need. However, this amount may include any amounts necessary to pay taxes or penalties that may result from the withdrawal. You may request a hardship withdrawal by calling the Milliman Benefits Service Center.

### ***How Will My Withdrawal Be Paid?***

Your withdrawal will be paid to you in a single lump sum in cash. If you are considering making a withdrawal, you should also read the “Benefit Tax Considerations” section of this summary and consult your tax and financial advisor.

## **FINAL DISTRIBUTIONS FROM THE PLAN**

### ***What Happens To My Account When My Employment Ends?***

Your benefits may be paid after your employment ends for any reason. You will be treated as having left employment with the Company if you are on active duty in the uniformed services for more than 30 days, even if the Company does not terminate your employment. If this happens, you may elect to receive a distribution of your account, but if you take a distribution using this rule, you may not make pre-tax or Roth contributions to the Plan during the 6-month period that begins on the date you receive the distribution.

Once you have left employment with the Company, you may request your benefit by logging on to [MillimanBenefits.com](http://MillimanBenefits.com) or by calling the Milliman Benefits Service Center.

### ***Can I Leave My Money In The Plan?***

#### **Smaller Account Balance**

If you do not request a distribution after leaving employment, and your vested account balance is \$1,000 or less, your account will automatically be paid to you in a single payment. If your account balance is more than \$1,000, but less than or equal to \$5,000, and you do not request a distribution or elect to roll over your Plan account to another retirement plan or an individual retirement account (“IRA”) after you leave employment, your vested account balance will be rolled over to an IRA selected by the Plan and held in your name. The IRA will be invested in a manner that is designed to preserve principal, provide a reasonable rate of return (even though a specific rate of return cannot be guaranteed) and maintain liquidity. All applicable fees and expenses will be deducted from your IRA. Any rollover contributions you have made to the Plan will not be included in determining whether your balance is over \$5,000 for this purpose. Contact Milliman for more information about automatic rollover IRAs, including the current IRA provider(s), investments and applicable fees.

#### **Larger Account Balance**

If your vested account balance (excluding any rollover amount) is greater than \$5,000, the Trustee will continue to hold your account in trust until you request a distribution. If you do not request a distribution of your account, the Plan will begin paying your vested account to you no later than April 1 immediately following (i) the year in which you turn 70½, or (ii) if later, the year in which you retire.

### ***How Will My Final Distribution Be Paid?***

Your benefit will be paid in a single lump sum. All shares of investment funds will be sold and your vested account will be paid in cash. You can choose to have the Plan pay you directly or you may choose to have your benefit rolled over to an IRA or another employer’s retirement plan.

### ***What Happens If I Die Before I Receive My Benefit?***

In the event of your death, your vested account balance will be paid to your designated beneficiary.

You may log onto [MillimanBenefits.com](http://MillimanBenefits.com) or call the Milliman Benefits Service Center after you enroll in the Plan to designate a beneficiary. If you are not married, you may name anyone as your beneficiary or beneficiaries, and you may change your beneficiary at any time.

If you are married, your spouse is automatically your beneficiary unless you name someone else. If you wish to name someone else as your primary beneficiary, your spouse must give his or her written permission. You must also have your spouse’s permission to change your primary beneficiary in the future unless your spouse originally gave his or her written permission for you to change your beneficiary in the future. Your spouse’s written permission must be witnessed by a notary public.

If you do not name a beneficiary or your beneficiary dies before you and you do not name a new one, the value of your account will be paid in the following order:

- to your surviving spouse, if any; or
- if you do not have a surviving spouse, to your estate.

## **BENEFIT TAX CONSIDERATIONS**

### ***Which Contributions Are Subject To Tax?***

Pre-tax contributions are not subject to federal income tax or, in most cases, state income tax at the time they are made to the Plan. However, Social Security and Medicare taxes are withheld on these contributions. Roth contributions are subject to federal and state income taxes, Social Security



taxes and Medicare taxes at the time they are withheld from your pay. However, your Roth contributions are not subject to income tax when they are distributed, and the earnings on Roth contributions may be exempt from taxes. Matching Contributions are not subject to income tax or Social Security taxes at the time they are contributed to your account. All earnings are exempt from tax until they are distributed to you.

### ***How Are My Distributions Taxed?***

**Non-Roth Amounts.** When you take non-Roth money out of the Plan, either as a withdrawal or a final distribution, you will generally have to pay federal income taxes on that money. You may also have to pay state income taxes.

**Roth Amounts.** The earnings on your Roth contributions will be distributed tax-free if (i) the distribution is made after you reach age 59½, die or become disabled; and (ii) the distribution is made after the end of the fourth calendar year after the year in which you first made Roth contributions to the Plan. For example, if you began making Roth contributions during 2018, you must leave the Roth contributions in the Plan at least through December 31, 2022, in order to receive a tax-free distribution. If you make a direct rollover of Roth contributions from another employer's plan to the Plan, the periods that the contributions were held in each plan are combined to determine whether this requirement is satisfied.

The tax laws are complicated and could change and the Company cannot provide individual tax advice. The Company suggests you seek advice from a qualified tax advisor or a financial planner to be sure your personal circumstances are considered carefully. The IRS imposes an additional 10% penalty tax on top of your regular income tax if you receive an early distribution of your account prior to age 59½, unless you meet certain exceptions.

You can continue to delay tax on all or a portion of your distribution by rolling it over to an IRA or another employer plan that accepts such transfers. Generally, any distribution (other than a hardship withdrawal) from the Plan that is payable to you, your spouse, an alternate payee under a QDRO who is your spouse or former spouse, or your beneficiary is eligible to be rolled over.

Unless you choose a direct rollover, the Plan must generally withhold and send to the IRS 20% of any distribution you receive that is eligible for rollover. You can choose for withholding not to be made from a hardship withdrawal.

## **MISCELLANEOUS PLAN INFORMATION**

### ***Do I Have To Inform Anyone If My Address Changes?***

It is your responsibility to keep the Plan informed of your current address. If the Plan cannot locate you when your benefit becomes payable, you will not receive your benefit until you contact the Plan to update your contact information.

### ***What Happens When I Return From Leave For Service In The Uniformed Services?***

Under federal law, when you return to active employment after a leave that you took to perform service in the uniformed services, you are entitled to certain rights regarding pre-tax contributions, matching contributions, loans, and years of service. If you die while performing military service, your survivors will be entitled to any additional benefits, other than contributions, to which you would have been entitled if you had returned to employment and terminated employment on the day of your death. Please contact the Benefits Department when you return from military service, for more information.

### ***Can I Assign My Benefits?***

Generally, your Plan benefits may not be pledged, assigned or garnished in payment of any debts. Because the Plan is designed to provide income during your retirement, creditors cannot get to your Plan benefit. However, as required by federal law, your benefits may be (i) paid to a divorced spouse, child or other dependents under a QDRO, (ii) garnished to satisfy a judgment or settlement against you for certain crimes against the Plan, or certain fiduciary breaches regarding the Plan, or (iii) used to satisfy a lien on your assets for unpaid federal taxes.

A Qualified Domestic Relations Order ("QDRO") is a judgment, decree or order (including certain property settlement agreements) that provides for child support, alimony and/or marital property rights in your Plan account to a spouse, former spouse, child or other dependents under state domestic relations law. A QDRO must meet specific requirements and follow specific rules regarding the amount and timing of payments in order to qualify as a QDRO. These requirements and rules are set forth in the Plan's QDRO Procedures. You can request a copy of these procedures free of charge by calling the Milliman Benefits Service Center.

## **ADMINISTRATION**

### ***Who Administers And Interprets The Plan?***

The Committee, which is appointed by the Company, administers the Plan at its discretion in a nondiscriminatory manner for the benefit of participants and their beneficiaries. The Committee has the full power, authority and discretion to interpret the Plan's written terms and determine their application to specific factual circumstances. The Committee's exercise of discretion in its interpretation of the Plan's written terms and its finding of fact in its role as the Plan administrator will not be overturned unless a court determines the decisions were arbitrary and capricious. Costs and expenses of operating the Plan will be paid by the Plan unless they are paid by the Company.

### ***How Can I Pursue A Question Or Claim Relating To Eligibility Or Benefits?***

Generally, most questions can be resolved informally by calling the Milliman Benefits Service Center. However, if you have a question, claim or issue that you are unable to resolve, you should submit your question, claim or issue in writing to the Committee. **All claims must be submitted within 2 years of the date the payment was made or the date the action complained of occurred, and you must complete the Plan's claims and appeals process before filing suit regarding any claims you may have.**

You will generally be provided with a response to your inquiry within 90 days (or 180 days if you are notified of an extension). If your claim for benefits is denied, the Committee will provide a written or electronic notice which sets forth the specific reasons for the denial and a description of your right to appeal the decision.

### ***What If I Make A Claim For Benefits Based On My Disability?***

If your claim for benefits is based on your disability (other than your eligibility for disability benefits under the long-term disability plan), the above rules will apply, except that: (i) the Committee will respond no later than 45 days (75 days if you are notified of an extension; 105 days if you are notified of 2 extensions) after your claim was filed; (ii) if you are notified of an extension, the notice will explain the standards upon which entitlement to benefits is based, any unresolved issues, and any information needed to resolve those issues; (iii) if the Committee needs information from you, you will have 45 days from the date you receive the notice of extension to provide the Committee with that information (that period will not count in determining the deadline to consider your claim); and (iv) if your claim is denied, you will receive a copy of any specific rule, guideline or criteria, if any, which is relied upon in denying your claim.

### ***Can I Appeal?***

If the Committee's decision regarding your question, claim or issue is unfavorable, you or your representative may appeal that decision and, in preparation for your appeal, review and receive related documents, records and other relevant information in the Committee's possession free of charge. You must file your request for review along with a written statement of your position, and any supporting documents, records or other information, no later than 60 days after you receive written notice of the initial decision. The Committee will review and consider all documents and information timely submitted by you or your representative when processing the appeal, regardless of whether the documents and information were submitted with your initial question, claim or issue. You will generally be provided with a response no later than 60 days after your appeal is filed (120 days if you are notified of an extension). If the Committee requests additional information from you, the period when the Plan is waiting for the information will not count in determining the deadline for the Plan to respond to your claim.

### ***What If My Appeal Is Denied?***

You will be provided with written or electronic notification of the decision on your appeal. In the event the Committee's decision is unfavorable, the notification will include:

- the specific reason(s) for the unfavorable decision;
- citation to the relevant Plan provision(s);
- a statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to your claim for benefits; and
- a statement of your right to bring a civil action under section 502(a) of ERISA within 90 days following a denial of your appeal.

### ***What If My Appeal Is Based On My Disability?***

If your appeal is based on your disability (other than your eligibility for disability benefits under the long-term disability plan or for Social Security disability benefits), the above rules will apply, except that: (i) instead of 60 days, you have up to 180 days to file an appeal after you receive written notice that your claim has been denied; (ii) the Committee will respond no later than 45 days (90 days if you are notified of an extension) after your appeal has been filed; and (iii) if the Committee's decision is unfavorable, you will receive a copy of the specific rule, guideline or criteria, if any, which was relied upon in denying your claim, or a statement that such rule, guideline or criteria was relied upon and will be provided to you free of charge upon request. In deciding your appeal, no deference will be given to the first denial of your claim, nor will your appeal be reviewed by the individual who first denied your claim. If the appeal is based in whole or in part on a medical judgment, an impartial healthcare professional with relevant training and experience who was not involved in your initial claim will be consulted. Upon request, the health care professional's identity will be provided to you. Before your disability appeal can be denied, the Committee will provide you, free of charge, with any new or additional evidence considered, relied upon or generated by the Plan in connection with the claim, and will notify you in advance if your appeal will be denied based on a new or additional rationale.

### ***What Happens After I Have Appealed?***

If you have a claim for benefits or other issue which is denied or ignored, in whole or in part, and you have exhausted all of the claim and appeal procedures, you will have 90 days to file suit in federal court. If you do not file within 90 days, you will not be allowed to pursue a lawsuit. If there is an action before a court, the court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees – for example, if it finds your claim is frivolous.

### ***May The Company Terminate Or Amend The Plan?***

The Company intends to continue the Plan on a permanent basis, but it reserves the right to amend, change or terminate the Plan (in whole or in part) at any time. In addition, each company that has adopted the Plan reserves the right to end its participation in the Plan, even if the Plan continues to operate for other companies participating in the Plan. The participants affected by a termination (or partial termination) will become immediately 100% vested in their accounts.

### ***What Legal Rights Do I Have Regarding My Benefits?***

As a participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). Because the benefits payable to participants depend on contributions made to the Plan and any earnings or losses thereon, rather than on a defined formula, the Plan is exempt from the plan termination insurance provisions of Title IV of ERISA, and the benefits payable under the Plan are not insured by the Pension Benefit Guaranty Corporation.

ERISA provides that all Plan participants will be entitled to:

- Examine, without charge, at the Committee's office and at other specified locations, such as worksites, all documents governing the Plan, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

- Obtain, upon written request to the Committee, copies of documents governing the operation of the Plan, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Committee may make a reasonable charge for the copies.
- Receive a summary of the Plan's annual financial report. The Committee is required by law to furnish each participant with a copy of this summary annual report.
- Obtain a statement telling you whether you have a right to receive a pension at normal retirement age (age 65) and if so, what your benefits would be at normal retirement age if you stop working under the Plan now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every 12 months. The Plan must provide the statement free of charge.

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your employer or any other person, may fire you or otherwise discriminate against you in any way solely in order to prevent you from obtaining a benefit or exercising your rights under ERISA. If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Committee to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file a suit in a state or federal court (although the court may refuse to consider your suit unless you have completed the Plan's claims and appeals process). In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

If you have any questions about your Plan, you should contact the Committee. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Committee, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

## BASIC PLAN INFORMATION

Contact Information		
<u>Plan Sponsor:</u> Randstad North America, Inc. One Overton Park 3625 Cumberland Blvd SE Suite 600 Atlanta, GA 30339	<u>Plan Administrator (Committee):</u> Randstad US Retirement Plan Committee c/o: Total Rewards Department One Overton Park 3625 Cumberland Blvd SE Suite 600 Atlanta, GA 30339 770.937.7000	<u>QDROs:</u> Randstad QDRO Processing Center P.O. Box 7338 Atlanta, GA 30357 404.815.3914
<u>Trustee:</u> Charles Schwab Bank 211 Main St, 14 <sup>th</sup> Floor San Francisco, CA 94105 877.319.2782	<u>Recordkeeper:</u> Milliman, Inc. PO Box 601567 Dallas, TX 75360-1567 1.866.767.1212 MillimanBenefits.com	

The Plan is identified by the Plan Sponsor's Employer Identification Number, 58-2426357, and the Plan Number, 002.

The Plan is administered on the basis of a "Plan Year," which is January 1 through December 31.

The Committee is responsible for overseeing the administration of the Plan. Members of the Committee are appointed by the Company. Day-to-day administrative services are provided by the Plan's record keeper, Milliman, Inc.

Legal process regarding any matter related to the Plan may be served on any member of the Committee or the Trustee at their respective addresses listed above.

The funding medium for Plan benefits is the Plan's trust fund which is established under a trust agreement. All amounts contributed by employees and by the Company, as well as any earnings, are held by the Trustee.



# Randstad North America 401(k) Plan

October 1, 2019

## Important Information Regarding Your Plan Investments

This document includes important information to help you compare the investment options under your retirement plan. If you want additional information about your investment options, you can go to [millimanbenefits.com](http://millimanbenefits.com) or you can contact the Milliman Benefits Service Center at (866) 767-1212. A free paper copy of the information available on the Website can be obtained by contacting the Milliman Benefits Service Center at (866) 767-1212.

## How to Give Investment Instructions

You have the right to direct the investment of all of your Randstad North America 401(k) Plan contribution accounts in any of the plan's investment choices. This includes your own contributions, such as elective salary deferrals and rollovers, as well as Company contributions, such as matching and discretionary amounts (if any). If you do not make an election as to how the plan should invest your contributions, then the plan trustee will invest them in the "default" investment option.

You may direct the investment of your account balance in the plan at any time. Transactions submitted by the closure of the New York Stock Exchange will be submitted for trades the same day and most funds settle the same day.

To make a change to your account, go to the Account Details/Investments/Change Investments tab of [millimanbenefits.com](http://millimanbenefits.com). Call Center representatives are also available to assist you at (866) 767-1212 Monday through Friday between 7 a.m. and 7 p.m. Central Time.

The plan offers Target Date Retirement funds to provide diversified investment mixes that are appropriate for different target retirement dates. These funds change investments over time, becoming more conservative as you near your retirement date.

You may also design your own custom asset allocation. You may choose to invest in any combination of the plan's investment options which represent a broad range of risk and return characteristics within various asset classes.

## Voting Rights

You do not have the right to exercise any voting, tender or similar rights associated with ownership of the investments held in your plan account. Instead, those rights will be exercised by plan fiduciaries.

## Administrative Expenses

A monthly recordkeeping fee is paid from Plan accounts and is based on the total number of accounts for the month. The monthly fee can vary from \$3.75 to \$4.50.

All fees, including custodial, recordkeeping, legal, investment, education and accounting fees, may be paid from the plan assets and deducted from individual plan accounts on either a pro rata (account value) or per capita (fixed amount) basis. In order to fund these costs, the plan imposes an administrative charge of \$2.17 each month to your plan account. This is in addition to the monthly recordkeeping fee above. Any expense charged to your account will appear on your quarterly statement.

For further information on your actual fees paid go to [millimanbenefits.com](http://millimanbenefits.com) and select Account Details/Account Activity/Transaction History.

## Schedule of Individual Expenses

Description	Amount or Rate
Florida Residents: Documentary Stamp Tax (per \$100)	\$ 0.35
New Loan	\$ 75 Per Transaction
Distribution/Withdrawals	\$ 35 Per Transaction
QDRO (Split between both parties) Standard	\$ 750 Per Transaction
QDRO (Split between both parties) Non-Standard	\$ 1,400 Per Transaction

<b>Description</b>	<b>Amount or Rate</b>
Stale Check Processing	\$ 75 Per Transaction
Special Handling - Disbursements	\$ 25 Per Transaction
Installment Payment (If applicable)	\$ 10 Per Transaction
Lost Beneficiary Search	\$ 125 Per Transaction

This represents a schedule of individual expenses that could be incurred for certain transactions and optional services.

Post-transaction fees may also be assessed to be paid outside of the plan, including: check reissuance, additional copies of IRS Form 1099-R, and express payment methods like wire transfer or overnight mail delivery.

## Glossary

For your reference, a glossary of retirement plan terms is available at <https://www.investmentterms.com/milliman/>.

## Wells Fargo Stable Value

The Wells Fargo Stable Value Fund C is included in the charts below to reflect the performance for funds remaining in this investment. Effective September, 2019, no additional money may be deposited into that fund. The new stable value fund option is the Putnam Stable Value Fund. Distributions and transfers are allowed from Wells Fargo Stable Value Fund. However, funds cannot be directly transferred from the Wells Fargo Stable Value Fund to the Putnam Stable Value Fund and must be invested in any of the other funds for a period of at least 90 days before transferring to the Putnam Stable Value Fund. (this is called an "Equity Wash" and more information regarding this can be found online at MillimanBenefits.com)

## Designated Investment Alternatives

The plan provides designated investment alternatives into which you can direct the investment of your plan funds. The Comparative Chart lists these designated investment alternatives and provides information regarding the alternatives.

## Designated Investment Alternatives - Performance and Benchmarks

This table focuses on the performance of investment options that do not have a fixed or stated rate of return. It shows how these options have performed over time and allows you to compare them with an appropriate benchmark for the same time periods.

For additional fund information, please visit the "Investments" page of your account at millimanbenefits.com. Current performance information is available on the "Account Details/Investments/Fund Information" link. Links to the investment option summaries are available. Each summary includes the issuing company, the objectives and goals of the fund, the principal strategies and risks of the fund, and the fund's turnover rate and operating expenses.

Performance shown is net of mutual fund expenses, but before any applicable plan charges. Returns assume the reinvestment of dividends and capital gains distributions. Past performance does not guarantee how the investment option will perform in the future. Your investment in these investment options could lose money.

Fund performance is gathered from sources that are believed to be reliable, such as investment companies and Morningstar, Inc. However, Milliman Inc. cannot guarantee the complete accuracy of all performance information.

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**Investment Name/Type of Option/Ticker**

More information online at MillimanBenefits.com  
Go To Investments >> View Fund Information  
Click on the fund's prospectus icon to view the  
summary prospectus

**Wells Fargo Stable Value C (30)/Stable Value/**

Fund Inception Date: 06/01/2006

**Putnam Stable Value Fund: 25bps/Stable Value/**

Fund Inception Date: 02/28/1991

**Vanguard Total Bond Market Index I/Intrmdt-termBnd/VBTIX**

Fund Inception Date: 09/18/1995

**BlackRock High Yield Bond Instl/High Yield Bond/BHYIX**

Fund Inception Date: 11/19/1998

**Templeton Global Bond Adv/World Bond/TGBAX**

Fund Inception Date: 01/02/1997

**Vanguard Instl Trgt Retire IncInstl/Target Dt Ret/VITRX**

Fund Inception Date: 06/26/2015

**Vanguard Instl Trgt Retire 2015 Instl/Target Dt 2015/VITVX**

Fund Inception Date: 06/26/2015

**Vanguard Instl Trgt Retire 2020 Instl/Target Dt 2020/VITWX**

Fund Inception Date:

**Vanguard Instl Trgt Retire 2025 Instl/Target Dt 2025/VRIVX**

Fund Inception Date: 06/26/2015

**Vanguard Instl Trgt Retire 2030 Instl/Target Dt 2030/VTTWX**

Fund Inception Date: 06/26/2015

**Vanguard Instl Trgt Retire 2035 Instl/Target Dt 2035/VITFX**

Fund Inception Date: 06/26/2015

**Vanguard Instl Trgt Retire 2040 Instl/Target Dt 2040/VIRSX**

Fund Inception Date: 06/26/2015

**Vanguard Instl Trgt Retire 2045 Instl/Target Dt 2045/VITLX**

Fund Inception Date: 06/26/2015

**Vanguard Instl Trgt Retire 2050 Instl/Target Dt 2050/VTRLX**

Fund Inception Date: 06/26/2015

**Vanguard Instl Trgt Retire 2055 Instl/Target Dt 2055/VIVLX**

Fund Inception Date: 06/26/2015

**Vanguard Instl Trgt Retire 2060 Instl/Target Dt 2060+/VILVX**

Fund Inception Date: 06/26/2015

**MFS Value R6/Large Value/MEIKX**

Fund Inception Date: 05/01/2006

**Average Annual Total Return**

1 Yr 5 Yr 10 Yr Since Inception

2.17% 1.69% 1.84% 2.43%

Returns as of: 08/31/2019

2.43% 1.98% 2.36% 4.30%

Returns as of: 08/31/2019

10.51% 3.33% 3.89% 5.22%

Returns as of: 08/31/2019

6.39% 4.51% 9.00% 7.33%

Returns as of: 08/31/2019

1.86% 0.49% 4.07% 6.43%

Returns as of: 08/31/2019

6.18% N/A N/A 4.79%

Returns as of: 08/31/2019

5.33% N/A N/A 5.29%

Returns as of: 08/31/2019

4.36% N/A N/A 5.79%

Returns as of: 08/31/2019

3.73% N/A N/A 6.11%

Returns as of: 08/31/2019

2.91% N/A N/A 6.26%

Returns as of: 08/31/2019

2.01% N/A N/A 6.41%

Returns as of: 08/31/2019

1.11% N/A N/A 6.53%

Returns as of: 08/31/2019

0.44% N/A N/A 6.61%

Returns as of: 08/31/2019

0.42% N/A N/A 6.60%

Returns as of: 08/31/2019

0.47% N/A N/A 6.61%

Returns as of: 08/31/2019

0.51% N/A N/A 6.59%

Returns as of: 08/31/2019

5.22% 8.42% 11.73% 7.88%

Returns as of: 08/31/2019

**Benchmark as of 08/31/2019**

1 Yr 5 Yr 10 Yr Since Inception

2.36% 0.92% 0.50% 1.09%

FTSE Treasury Bill 3 Mon

2.36% 0.92% 0.50% 2.62%

FTSE Treasury Bill 3 Mon

10.17% 3.35% 3.91% 5.28%

BBgBarc US Agg Bond TR US

6.56% 4.85% 8.50% 6.92%

BBgBarc US Corporate High

7.77% 1.63% 2.66% 4.47%

BBgBarc Global Aggregate

4.92% 3.98% 5.55% 4.44%

S&P Target Date Retirement

3.89% 4.73% 7.09% 5.09%

S&P Target Date 2015 TR U

3.47% 5.07% 7.73% 5.40%

S&P Target Date 2020 TR U

2.64% 5.37% 8.27% 5.72%

S&P Target Date 2025 TR U

1.68% 5.65% 8.73% 5.98%

S&P Target Date 2030 TR U

0.75% 5.90% 9.12% 6.21%

S&P Target Date 2035 TR U

0.18% 6.08% 9.40% 6.38%

S&P Target Date 2040 TR U

-0.17% 6.18% 9.58% 6.47%

S&P Target Date 2045 TR U

-0.45% 6.28% 9.73% 6.55%

S&P Target Date 2050 TR U

-0.51% 6.33% 9.86% 6.60%

S&P Target Date 2055 TR U

-0.51% 6.33% 9.86% 6.60%

S&P Target Date 2055 TR U

0.62% 6.59% 11.49% 6.58%

Russell 1000 Value TR USD

**Investment Name/Type of Option/Ticker**

More information online at MillimanBenefits.com  
Go To Investments >> View Fund Information  
Click on the fund's prospectus icon to view the  
summary prospectus

**Average Annual  
Total Return****Benchmark as of  
08/31/2019**

	1 Yr	5 Yr	10 Yr	Since Inception	1 Yr	5 Yr	10 Yr	Since Inception
<b>Vanguard Institutional Index I/Large Blend/VINIX</b> Fund Inception Date: 07/31/1990	2.90%	10.09%	13.42%	9.80%	2.92%	10.11%	13.45%	9.79%
	Returns as of: 08/31/2019				S&P 500 TR USD			
<b>T. Rowe Price Blue Chip Growth/Large Growth/TRBCX</b> Fund Inception Date: 06/30/1993	3.68%	14.03%	16.50%	11.11%	4.27%	13.06%	15.42%	9.57%
	Returns as of: 08/31/2019				Russell 1000 Growth TR US			
<b>Ariel Fund Institutional/Mid-Cap Value/ARAIX</b> Fund Inception Date: 12/30/2011	-9.54%	5.22%	12.21%	12.26%	-9.97%	4.76%	11.06%	10.50%
	Returns as of: 08/31/2019				Russell 2500 Value TR USD			
<b>Vanguard Mid Cap Index Admiral/Mid-Cap Blend/VIMAX</b> Fund Inception Date: 11/12/2001	1.08%	8.05%	13.50%	9.79%	-7.14%	7.06%	12.65%	9.46%
	Returns as of: 08/31/2019				Russell 2500 TR USD			
<b>Principal MidCap R5/Mid-Cap Growth/PMBPX</b> Fund Inception Date: 12/06/2000	15.21%	12.42%	16.36%	10.90%	-3.70%	9.65%	14.42%	7.58%
	Returns as of: 08/31/2019				Russell 2500 Growth TR US			
<b>American Beacon Small Cp Val Inst/Small Value/AVFIX</b> Fund Inception Date: 12/31/1998	-17.25%	3.67%	10.48%	9.47%	-14.89%	4.63%	10.05%	8.32%
	Returns as of: 08/31/2019				Russell 2000 Value TR USD			
<b>Vanguard Small Cap Index I/Small Blend/VSCIX</b> Fund Inception Date: 07/07/1997	-6.57%	7.16%	12.94%	8.71%	-12.89%	6.41%	11.59%	7.59%
	Returns as of: 08/31/2019				Russell 2000 TR USD			
<b>Brown Capital Mgmt Small Co Instl/Small Growth/BCSSX</b> Fund Inception Date: 12/15/2011	-5.31%	15.46%	17.31%	17.90%	-11.02%	8.06%	13.06%	12.84%
	Returns as of: 08/31/2019				Russell 2000 Growth TR US			
<b>Vanguard Total Intl Stock Index Admiral/Foreign LgBlend/VTIAX</b> Fund Inception Date: 11/29/2010	-3.89%	1.55%	4.77%	4.07%	-6.09%	-0.87%	2.09%	2.03%
	Returns as of: 08/31/2019				MSCI EAFE PR USD			
<b>American Funds Europacific Growth R6/Foreign LgGwth/RERGX</b> Fund Inception Date: 05/01/2009	-1.21%	4.02%	6.46%	8.54%	-6.09%	-0.87%	2.09%	4.35%
	Returns as of: 08/31/2019				MSCI EAFE PR USD			
<b>Dodge &amp; Cox International Stock/Foreign LgValue/DODFX</b> Fund Inception Date: 05/01/2001	-6.55%	-1.01%	5.06%	6.52%	-6.09%	-0.87%	2.09%	1.56%
	Returns as of: 08/31/2019				MSCI EAFE PR USD			
<b>Cohen &amp; Steers Real Estate Securities Z/Real Estate/CSZIX</b> Fund Inception Date: 10/01/2014	17.41%	11.23%	14.90%	12.71%	14.43%	9.11%	13.48%	10.56%
	Returns as of: 08/31/2019				DJ Composite All REIT TR			

**Investment Fee and Expense Information**

This table shows fee and expense information for the investment options listed above, including the Total Annual Operating Expenses. These are expenses that reduce the rate of return of the investment options. For applicable investments, this table also shows Shareholder-type fees. These fees are in addition to Total Annual Operating Expenses.

Investment Name/Type of Option/Ticker	Expense Ratio as a %	Operating Expenses per \$1,000	Shareholder-Type Fees
<b>Wells Fargo Stable Value C (30)/Stable Value/</b>	0.51%	\$5.10	Cannot be transferred directly to Putnam Stable Value. Must first be moved to another investment for at least 90 days.

Investment Name/Type of Option/Ticker	Expense Ratio as a %	Operating Expenses per \$1,000	Shareholder-Type Fees
Putnam Stable Value Fund: 25bps/Stable Value/	0.40%	\$4.00	
Vanguard Total Bond Market Index I/Intrmdt-termBnd/VBTIX	0.03%	\$0.30	The Vanguard Total Bond Market Index I adopted a "round trip" policy to prohibit transfers into that fund within 30 days following any transfer out from that fund.
BlackRock High Yield Bond Instl/High Yield Bond/BHYIX	0.61%	\$6.10	
Templeton Global Bond Adv/World Bond/TGBAX	0.69%	\$6.90	
Vanguard Instl Trgt Retire InclInstl/Target Dt Ret/VITRX	0.09%	\$0.90	The Vanguard Instl Trgt Retire InclInstl adopted a "round trip" policy to prohibit transfers into that fund within 30 days following any transfer out from that fund.
Vanguard Instl Trgt Retire 2015 Instl/Target Dt 2015/VITVX	0.09%	\$0.90	The Vanguard Instl Trgt Retire 2015 Instl adopted a "round trip" policy to prohibit transfers into that fund within 30 days following any transfer out from that fund.
Vanguard Instl Trgt Retire 2020 Instl/Target Dt 2020/VITWX	0.09%	\$0.90	The Vanguard Instl Trgt Retire 2020 Instl adopted a "round trip" policy to prohibit transfers into that fund within 30 days following any transfer out from that fund.
Vanguard Instl Trgt Retire 2025 Instl/Target Dt 2025/VRIVX	0.09%	\$0.90	The Vanguard Instl Trgt Retire 2025 Instl adopted a "round trip" policy to prohibit transfers into that fund within 30 days following any transfer out from that fund.
Vanguard Instl Trgt Retire 2030 Instl/Target Dt 2030/VTTWX	0.09%	\$0.90	The Vanguard Instl Trgt Retire 2030 Instl adopted a "round trip" policy to prohibit transfers into that fund within 30 days following any transfer out from that fund.
Vanguard Instl Trgt Retire 2035 Instl/Target Dt 2035/VITFX	0.09%	\$0.90	The Vanguard Instl Trgt Retire 2035 Instl adopted a "round trip" policy to prohibit transfers into that fund within 30 days following any transfer out from that fund.
Vanguard Instl Trgt Retire 2040 Instl/Target Dt 2040/VIRSX	0.09%	\$0.90	The Vanguard Instl Trgt Retire 2040 Instl adopted a "round trip" policy to prohibit transfers into that fund within 30 days following any transfer out from that fund.
Vanguard Instl Trgt Retire 2045 Instl/Target Dt 2045/VITLX	0.09%	\$0.90	The Vanguard Instl Trgt Retire 2045 Instl adopted a "round trip" policy to prohibit transfers into that fund within 30 days following any transfer out from that fund.
Vanguard Instl Trgt Retire 2050 Instl/Target Dt 2050/VTRLX	0.09%	\$0.90	The Vanguard Instl Trgt Retire 2050 Instl adopted a "round trip" policy to prohibit transfers into that fund within 30 days following any transfer out from that fund.
Vanguard Instl Trgt Retire 2055 Instl/Target Dt 2055/VIVLX	0.09%	\$0.90	The Vanguard Instl Trgt Retire 2055 Instl adopted a "round trip" policy to prohibit transfers into that fund within 30 days following any transfer out from that fund.
Vanguard Instl Trgt Retire 2060 Instl/Target Dt 2060+/VILVX	0.09%	\$0.90	The Vanguard Instl Trgt Retire 2060 Instl adopted a "round trip" policy to prohibit transfers into that fund within 30 days following any transfer out from that fund.
MFS Value R6/Large Value/MEIKX	0.48%	\$4.80	The MFS Value R6 adopted a "round trip" policy to prohibit transfers into that fund following any transfers out of more than \$15,000 within any calendar year quarter.
Vanguard Institutional Index I/Large Blend/VINIX	0.03%	\$0.30	The Vanguard Institutional Index I adopted a "round trip" policy to prohibit transfers into that fund within 30 days following any transfer out from that fund.
T. Rowe Price Blue Chip Growth/Large Growth/TRBCX	0.70%	\$7.00	The T. Rowe Price Blue Chip Growth adopted a "round trip" policy to prohibit transfers into that fund within 30 days of any transfer out of the fund.
Ariel Fund Institutional/Mid-Cap Value/ARAIX	0.72%	\$7.20	
Vanguard Mid Cap Index Admiral/Mid-Cap Blend/VIMAX	0.05%	\$0.50	The Vanguard Mid Cap Index Admiral adopted a "round trip" policy to prohibit transfers into that fund within 30 days following any transfer out from that fund.
Principal MidCap R5/Mid-Cap Growth/PMBPX	0.85%	\$8.50	The Principal MidCap R5 adopted a "round trip" policy to prohibit transfers into that fund within 30 days of any transfer out of the fund.



<b>Investment Name/Type of Option/Ticker</b>	<b>Expense Ratio as a %</b>	<b>Operating Expenses per \$1,000</b>	<b>Shareholder-Type Fees</b>
<b>American Beacon Small Cp Val Inst/Small Value/AVFIX</b>	<b>0.81%</b>	<b>\$8.10</b>	The American Beacon Small Cp Val Inst adopted a "round trip" policy to prohibit transfers into that fund within 90 days following any transfer out from that fund. Exempt transactions: automatic rebalance transfers.
<b>Vanguard Small Cap Index I/Small Blend/VSCIX</b>	<b>0.04%</b>	<b>\$0.40</b>	The Vanguard Small Cap Index I adopted a "round trip" policy to prohibit transfers into that fund within 30 days following any transfer out from that fund.
<b>Brown Capital Mgmt Small Co Instl/Small Growth/BCSSX</b>	<b>1.06%</b>	<b>\$10.60</b>	
<b>Vanguard Total Intl Stock Index Admiral/Foreign LgBlend/VTIAX</b>	<b>0.11%</b>	<b>\$1.10</b>	The Vanguard Total Intl Stock Index Admiral adopted a "round trip" policy to prohibit transfers into that fund within 30 days following any transfer out from that fund.
<b>American Funds Europacific Growth R6/Foreign LgGwth/RERGX</b>	<b>0.49%</b>	<b>\$4.90</b>	The American Funds Europacific Growth R6 adopted a "round trip" policy to prohibit transfers into that fund within 30 days following a transfer out of \$5,000 or more from that fund. Exempt transactions: automatic rebalance transfers.
<b>Dodge &amp; Cox International Stock/Foreign LgValue/DODFX</b>	<b>0.63%</b>	<b>\$6.30</b>	
<b>Cohen &amp; Steers Real Estate Securities Z/Real Estate/CSZIX</b>	<b>0.79%</b>	<b>\$7.90</b>	The Cohen & Steers Real Estate Securities Z adopted a "two exchange limit" policy to prohibit transfers into that fund following two transfers out within 60 days. Exempt transactions: automatic rebalance transfers.

Fees and expenses are only one of several factors that participants and beneficiaries should consider when making investment decisions. The cumulative effect of fees and expenses can substantially reduce the growth of a participant's or beneficiary's retirement account. Participants and beneficiaries can visit the Employee Benefit Security Administration website <https://www.dol.gov/sites/default/files/ebsa/about-ebsa/our-activities/resource-center/publications/a-look-at-401k-plan-fees.pdf> for an example of the long-term effect of fees and expenses.

Additional investment-related information, including current performance information, is available on the "Account Details/Investments/Fund Information" section of [millimanbenefits.com](http://millimanbenefits.com). To request a paper copy of the information (free of charge) on the website or additional investment information, you may contact the Milliman Benefits Service Center at (866) 767-1212 or Milliman, Inc., 10000 North Central Expressway, Suite 1500, Dallas, TX 75231.

Fund information is displayed as of 08/31/2019. If your plan had a fund change after this date, please refer to your Fund Change Notice for the most updated investment information.

When you separate from service you will continue to have access to your retirement account and receive quarterly statements. To view your account, make investment changes or for distribution information please visit the website [millimanbenefits.com](http://millimanbenefits.com) or contact the Benefit Service Center at (866) 767-1212.

## QDIA Notice 2020

Under the Plan, you have the right to choose how your contributions and existing account balance will be invested from among the investment funds available in the Plan. To the extent that you have not chosen investment options, your future contributions (if any) will be invested in the Plan's default investment. Your contributions will continue to be invested in the Plan's default investment until you elect otherwise. The default investment applicable to you is a Vanguard Target Retirement Fund determined by your birth date. **Please refer to table below.**

The Target Retirement Funds are professionally managed to invest based on a targeted date for retirement. These funds gradually shift to a more conservative investment approach over time, to become more conservative as the targeted retirement date approaches.

Each Target Retirement Fund seeks to provide capital appreciation and current income consistent with its current asset allocation. The fund invests in other Vanguard mutual funds according to an asset allocation strategy designed for investors planning to retire and leave the work force in or within a few years of the stated target year (or current retirees, in the case of the Target Income Fund). The fund's asset allocation will become more conservative over time, meaning that the percentage of assets allocated to stocks will decrease while the percentage of assets allocated to bonds and other fixed income investments will increase.

You have the right to change to any other investment funds under the Plan at any time. You may make changes and get more information on plan investments by contacting Milliman at [MillimanBenefits.com](http://MillimanBenefits.com) or 1-866-767-1212.

Target Retirement Fund	Expense Ratio	Risk Level	Intended for Investors	
			Retiring	Born
Vanguard® Target Retirement 2060 Fund	0.09%	Moderate to aggressive	2058 or after	1993 or after
Vanguard® Target Retirement 2055 Fund	0.09%	Moderate to aggressive	2053-2057	1988-1992
Vanguard® Target Retirement 2050 Fund	0.09%	Moderate to aggressive	2048-2052	1983-1987
Vanguard® Target Retirement 2045 Fund	0.09%	Moderate to aggressive	2043-2047	1978-1982
Vanguard® Target Retirement 2040 Fund	0.09%	Moderate to aggressive	2038-2042	1973-1977
Vanguard® Target Retirement 2035 Fund	0.09%	Moderate to aggressive	2033-2037	1968-1972
Vanguard® Target Retirement 2030 Fund	0.09%	Moderate to aggressive	2028-2032	1963-1967
Vanguard® Target Retirement 2025 Fund	0.09%	Moderate	2023-2027	1958-1962
Vanguard® Target Retirement 2020 Fund	0.09%	Moderate	2018-2022	1953-1957
Vanguard® Target Retirement 2015 Fund	0.09%	Moderate	2013-2017	1948-1952
Vanguard® Target Retirement Income Fund	0.09%	Conservative to moderate	Before 2013	Before 1948

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## NOTICE TO ALL PARTICIPANTS

### IMPORTANT INFORMATION ABOUT YOUR QUARTERLY RETIREMENT PLAN STATEMENTS

Milliman will provide your quarterly retirement plan statement electronically. You can expect your statements to be available online approximately 3 weeks following the end of the quarter.

If you enter your email address on **MillimanBenefits.com**, you will automatically receive an email reminder when your statement is available for viewing. At any time, you have the right to request and obtain a free paper version of your statement.

If you would like to receive a paper version of your benefit statement, just log on to **MillimanBenefits.com** and go to Personal Information under the profile icon at the top of the page. You may also contact the Milliman Benefits Service Center to request a paper statement and/or to opt out of electronic delivery.

### WEBSITE AND PHONE ACCESS

You can access your account by logging on to the plan website at **MillimanBenefits.com** or by calling the Milliman Benefits Service Center toll-free at 1-866-767-1212.