

MANIFEST 401(K) PLAN

Effective: 01/01/2022

SUMMARY PLAN DESCRIPTION

Manifest has set up Manifest 401(k) Plan (the “Plan”) to provide you with the opportunity to save for retirement. A 401(k) is an employer-sponsored retirement plan that enables an employer and employee to contribute to an investment account for the benefit of employees (“Account”) on a tax-advantaged basis.

This Summary Plan Description (SPD) describes your Plan’s benefits and obligations as contained in the Plan Document. You should take the time to read this SPD to learn about your rights and responsibilities, including when you can start contributing to the Plan, what benefits may be available, when your benefits can be distributed, and other plan information.

The Plan Document governs the operation of the Plan and is written in much more precise language than this SPD. It is designed to comply with Internal Revenue Service (IRS) and Department of Labor (DOL) rules governing your Plan. If any language in this SPD conflicts with the language of the Plan Document, the Plan Document language will control.

If you would like to receive a copy of the Plan Document, or if you have any questions about the Plan, please contact Guideline, Inc. (“Guideline”), your Plan Administrator by emailing us at support@guideline.com.

ELIGIBILITY & ENROLLMENT

ELIGIBILITY TO PARTICIPATE IN PLAN

You are eligible to participate in the Plan if the following conditions are met:

- You are a current employee of Manifest
- You've been employed with Manifest for at least 3 months (generally including periods of employment prior to any Breaks in Service, described below), and
- You've reached age 18

You will actually enter the Plan once you reach the Entry Date described in the Enrollment section below.

Months of Service and Breaks in Service

In general, all service you perform for Manifest counts towards the months of service requirement.

Breaks in Service do not count towards your months of service requirement. A Break in Service is a continuous period of time of at least 12 months during which you are not employed with Manifest. Your first 12 month period of absence from work for "maternity or paternity" reasons does not count as a break in service.

If you are reemployed after at least five (5) consecutive 1-Year Breaks in Service have occurred and you do not have a nonforfeitable right to any interest in the Plan resulting from Employer contributions, your service prior to the Breaks in Service will be disregarded (unless your years of service prior to the consecutive Breaks in Service exceeds the number of years of Breaks in Service).

Waiver of Service Requirement Amendment

If you are a Participant in the Plan (you completed the required service and entered the Plan) and the months of service requirement above was increased after you became a Participant, any additional service requirement will be waived.

Service with Another Employer

For vesting purposes, your years of service with any company that Manifest acquires will be counted towards your service.

Excluded Workers

Independent contractors, union employees whose employment is governed by a collective bargaining agreement under which retirement benefits were the subject of good faith bargaining (unless the collective bargaining agreement requires the employee to be included within the Plan), leased employees, and certain nonresident aliens who have no earned income from sources within the United States cannot participate in the Plan.

ENROLLMENT

Online Enrollment

You may enroll any time after you satisfy the eligibility requirements (described above) and meet the Entry Date for enrollment as described below. You will receive an enrollment invitation by email from Guideline when you become eligible to participate in the Plan.

Entry Date for Enrollment

After you have met the eligibility conditions, you will enter the Plan and become a “Participant” effective as of the next full pay period that comes directly after the date of the eligibility requirements are met as long as you are still employed on that date.

Automatic Enrollment

Your Plan includes an automatic enrollment feature (known as “an eligible automatic contribution arrangement” or EACA). This means that you will be automatically enrolled at the Plan’s default contribution rate of 8.0% as soon as administratively feasible on or after the pay period you enter the Plan (including when/if you re-enter the Plan as a rehired employee), unless you select an alternative contribution rate or opt out. Participating in the Plan is not mandatory. You can opt out or stop contributions at any time, even if you previously enrolled in the Plan. If you choose to opt out, you can also re-enroll in the plan at your convenience as long as you are actively employed at Manifest. Any opt-out or re-enrollment will take effect as soon as administratively feasible, usually at your next pay period.

Note that automatic enrollment does not apply to owners with earned income as defined in the Plan (employees who are not contractors but not paid with W-2 wages). This exclusion does not apply to employers that are corporations.

When you are auto-enrolled, your automatic contribution will be a Pre-Tax Traditional 401(k) contribution. This contribution will be invested into one of Guideline’s professionally-managed portfolios pursuant to the terms of the Qualified Default Investment Alternative automatically chosen for you based on your age and estimated time until retirement (see the “Default Investment Alternative” section below for more information). You may adjust these contribution settings or opt out, either permanently or temporarily, at any time.

Automatic Enrollment Contributions

Automatic enrollment contributions begin with the first paycheck processed after you are automatically enrolled.

Automatic enrollment will only take effect for individuals who are subject to automatic enrollment and take no action by the automatic enrollment date provided in the initial enrollment notice.

Default Automatic Contribution Rate

A 8.0% default contribution rate applies to participants who have not chosen their own contribution rate, have not opted-out of participation, and who have been automatically enrolled in the Plan. This represents the proportion of your compensation that is automatically withheld from your pay each payroll period and contributed to your Account. Manifest

determines the Plan's default contribution rate which is currently 8.0% of compensation. If you do not choose your own rate or opt out by the automatic enrollment plan start date, the default amount will be automatically set aside from each paycheck and invested in your Account.

You can change your contribution rate or opt out of participation at any time in the Portfolio page of your Guideline Dashboard. You can find your Dashboard (and any of the materials linked in this SPD) at <https://my.guideline.com/login>.

Requesting a Refund of Automatic Enrollment Contributions

If you are automatically enrolled and do not want to participate in the Plan, you may request a refund of Plan contributions made as a result of your auto-enrollment within 90 days of the first payroll in which an automatic contribution was made. To apply please notify Guideline at support@guideline.com prior to the end of the 90-day period.

TERMINATION OF EMPLOYMENT

If you terminate employment with Manifest, you may be able to keep your funds in the Plan, but you will no longer be eligible to make new contributions. Upon termination, you also may be eligible to take a distribution from the Plan or may be able to request a rollover to another account. (See "Distribution of Your Funds" below for more information).

COMPENSATION

Definition of Compensation

For the purposes of the Plan, compensation has a special meaning. Compensation is generally defined as your total compensation that is subject to income tax and paid to you by Manifest during the Plan Year plus most pre-tax deferrals. If you are a self-employed individual, your compensation will be equal to your earned income (subject to any required adjustments). The following describes the adjustments to compensation that may apply for the different types of contributions provided under the Plan.

Compensation Adjustments

Pre-tax salary contributions to the Plan and to any other plan or arrangement (such as a cafeteria or flexible spending account plan) will be included in your annual compensation.

Compensation paid after you terminate employment is generally excluded from your annual compensation. However, the following amounts will be included in compensation, provided that they are paid within 2½ months after you terminate employment, or, at the latest, by the last day of the Plan Year in which you terminate employment:

- Compensation paid after you terminate employment for services performed during your regular working hours, or for services outside of your regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments that would have been made to you had you continued employment;
- Compensation paid for unused accrued sick, vacation or other leave, if such amounts would have been included in your compensation had you continued employment, and you would have been able to use the leave if employment had continued; and

- Nonqualified unfunded deferred compensation if such amounts would have been included in your compensation had you continued employment, and the amount would otherwise have been considered compensation.

The following amounts will not be included in compensation:

- Severance payments paid after your termination of employment

EMPLOYEE CONTRIBUTIONS

TYPES OF EMPLOYEE CONTRIBUTIONS

As a Participant, you can choose to contribute a percentage of your pay to Manifest 401(k) Plan instead of receiving that amount in cash. These contributions, also known as “salary deferrals” or “elective deferrals,” are redirected from your pay into your 401(k) Account.

You can make the following types of employee contributions to the Plan:

- Pre-Tax Traditional 401(k) contributions
- Post-Tax Roth 401(k) contributions

Regardless of the type of contribution you make, the amount you defer from your pay as a 401(k) contribution is counted as compensation for the purposes of Social Security (FICA) and Medicare taxes.

Pre-Tax Traditional 401(k) Contributions

If you choose to make Traditional 401(k) contributions, your taxable income is reduced by your contribution amount, so you’ll pay less in federal income taxes for the year in which the contribution is made.

When you take a distribution from your Traditional 401(k), your contributions and earnings will be reported as taxable income.

With Traditional 401(k) contributions, federal and most state income taxes on the contributions and on the earnings are postponed until funds are distributed.

Post-Tax Roth 401(k) Contributions

If you choose to make Roth 401(k) contributions, the contributions will be subject to federal and most state income taxes for the year in which the contributions are made.

However, the contributions and, in most cases, the earnings on the contributions will not be subject to federal income taxes when distributed to you. You must meet certain IRS conditions for the earnings to be tax free. Usually, this means funds must be in the Roth 401(k) account for five years, as described under “Qualified Distribution,” below.

SELECTING AND ADJUSTING CONTRIBUTIONS

As described above, under “Enrollment”, you can choose to defer a portion of your compensation as of your Entry Date. Your election will become effective as soon as administratively feasible after it’s received by Guideline. Your election will remain in effect until such time as you modify or terminate it or until you are dismissed from your employer. The amount you choose to contribute, if any, will be deducted from your paycheck and invested in your Account.

ANNUAL CONTRIBUTION & CATCH-UP LIMITS

Annual Deferral Limit

Your total employee contributions (or “elective deferrals”) to any qualified retirement plan in each taxable year may not exceed the lesser of the annual dollar limit set by the IRS or 100% of your salary. For 2022, the IRS limits 401(k) deferrals to \$20,500 per year. Rollover contributions do not count towards this limit.

Catch-Up Contributions

If you are, or will turn, 50 years of age or older this year, you can also make an additional \$6,500 (in 2022) in catch-up contributions annually starting January 1st. Again, rollover contributions do not count towards this limit.

The additional amount may be contributed, as any combination of Roth and/or pre-tax contributions, regardless of any other limitations on the amount that you may contribute to the Plan. If you are eligible to make a “catch-up contribution” the maximum amount you can contribute as an employee contribution in 2022 is \$27,000.

Annual Adjustments

The limits above may be adjusted annually by the IRS for cost-of-living adjustments.

REFUND OF EXCESS CONTRIBUTIONS

You are responsible for ensuring that your contributions to the Plan do not exceed the annual IRS limit. If you are contributing to more than one plan (such as other cash or deferred arrangements, including tax-sheltered 403(b) annuity contracts, simplified employee pensions or other 401(k) plans) and your total contributions exceed the annual limit, you must decide which plan you would like to return the excess, and notify the plan administrator to request a refund. If you would like Guideline to return the excess, you must email support@guideline.com as soon as possible but in no event later than March 1st of the year after the excess contributions were made. Guideline will return the excess contributions and any earnings to you as soon as administratively feasible.

If you are a highly compensated employee (i.e. if you own more than 5% of Manifest or receive wages in excess of certain amounts established by law), then part of your 401(k) contributions may be returned to you if certain nondiscrimination requirements are not met. Guideline will notify you if a distribution is required. Note that fees may be withheld from such distribution if applicable.

ALLOCATION & VESTING OF EMPLOYEE CONTRIBUTIONS

Allocation of Contributions

Guideline will allocate your contributions to an Account, maintained on your behalf in the Plan.

Vesting

Any money that you contribute into Manifest 401(k) Plan from your own paycheck is always 100% vested and belongs to you. When you are vested, it means that you have a non-forfeitable right to your assets. When you are 100% vested, you own the contributions and this ownership cannot be taken away. The following contributions to the Plan are always 100% vested:

- Traditional 401(k) contributions
- Roth 401(k) contributions
- Rollover contributions

This money will be affected by any investment gains or losses. If there is an investment gain, the balance in your Account will increase. If there is an investment loss, the balance in your Account will decrease.

ROLLOVER CONTRIBUTIONS

You may roll eligible funds from other retirement plans into Manifest 401(k) Plan once you become a participant in this Plan. This consolidation of funds into your Account is called a “rollover.” You have this option even if you cease to be an employee with Manifest. You should consult qualified counsel to determine if a rollover is in your best interest.

Rollover Account

Your rollover(s), if any, will be allocated to a “Rollover Account” for your benefit. You will always be 100% vested in your Rollover Account. This means that you immediately have an absolute right to the entire sum of money in your Rollover Account, and this ownership right cannot be taken away.

EMPLOYER CONTRIBUTIONS

TYPES OF EMPLOYER CONTRIBUTIONS

In addition to any contributions you elect to make, Manifest may make additional contributions to the Plan for the benefit of participants.

PROFIT SHARING CONTRIBUTIONS

Each year, Manifest may choose to make a profit sharing contribution to participants by contributing to the Plan. Manifest can choose to make a contribution regardless of if they make a profit or incur a loss for the year. Similarly, even if the company makes a profit, they're not obliged to make a contribution. Thus, the decision to make a profit sharing contribution is at Manifest's discretion.

Profit sharing contributions may be allocated so that each Participant receives a different amount of profit sharing as long as the contributions comply with IRS nondiscrimination requirements.

ANNUAL EMPLOYER CONTRIBUTION LIMITS

Annual Additions Limit

The law places a maximum limit on the total amount of contributions that may be made to your Account by you and Manifest. As of 2022, you and Manifest combined cannot contribute more than:

- \$61,000 to your Account, or
- 100% of your annual compensation,

whichever amount is less.

After 2022, the dollar limit may increase for cost-of-living adjustments. This dollar limit does not include rollovers or contributions characterized as catch-up.

Annual Compensation Limit

By law, the Plan cannot recognize annual compensation in excess of a certain dollar limit. If an employer provides a matching, profit sharing or nonelective contribution equal to a certain percentage of your compensation, the amount of compensation which is allowed to be taken into account for employer contribution may not exceed limits prescribed by the IRS. If you earn more than the IRS's Annual Compensation Limit (which is \$305,000 for 2022), Manifest can only apply employer contributions to the first \$305,000 of your salary. So, if you make \$500,000 in a year and Manifest makes a profit sharing contribution equal to 3% of compensation, the Plan can only make a contribution of 3% of \$305,000, or \$9,150.

TOP-HEAVY RULES

A retirement plan that primarily benefits “key employees” is called a “top-heavy plan.” Key employees are certain owners or officers of Manifest. A plan is generally a “top-heavy plan” when more than 60% of all of the Plan’s Assets are attributable to key employees.

Top-Heavy Contributions

If the Plan becomes top-heavy in any Plan Year, then non-key employees may be entitled to certain “top-heavy minimum benefits,” and other special rules will apply.

Manifest may be required to make a contribution on your behalf in order to provide you with at least “top-heavy minimum benefits.”

If you are a participant in more than one plan sponsored by the same or an affiliated company, you may not be entitled to “top-heavy minimum benefits” under multiple plans.

ALLOCATION & VESTING OF EMPLOYER CONTRIBUTIONS

Allocation of Contributions

Guideline will allocate your employer contributions to a separate Account, maintained on your behalf in the Plan.

Vesting

To reward employees who remain employed with their employer for a long period of time, Manifest is permitted by law to implement a “vesting schedule” applicable to certain employer contributions to the Plan. The vesting schedule may be based on the number of years you are employed and is used to determine your “vested percentage,” or the percentage of the contributions made by Manifest to your Account that you are entitled to.

Nonelective Contributions/Profit Sharing Vesting Schedule

Your “vested percentage” for profit sharing / nonelective contributions made by Manifest is based on vesting Periods of Service. This means that at the time you stop working, your account balance attributable to contributions subject to a vesting schedule is multiplied by your vested percentage.

Your Account’s “vested percentage” attributable to profit sharing / nonelective contributions is determined under the following schedule:

Contributions will be fully vested once you complete 1 year (100% after 1 year) of service.

Special Vesting Rules

You will become 100% vested and fully entitled to all of your Accounts under the Plan once you reach Normal Retirement Age. Normal Retirement Age is 65. You will also be 100% vested and fully entitled to all of your Accounts under the Plan if you die or become disabled while employed with Manifest.

Service for Vesting Purposes and Breaks in Service

In calculating your vested percentage, all service you perform for Manifest will generally be counted. However, there are some exceptions to this general rule.

Breaks in Service do not count towards your months of service requirement. A Break in Service means you are not employed with Manifest for a continuous period of at least twelve consecutive months. Your first 12 month period of absence from work for “maternity or paternity” reasons does not count as a break in service.

If you are reemployed after at least five (5) consecutive 1-Year Breaks in Service have occurred and you do not have a nonforfeitable right to any interest in the Plan resulting from Employer contributions, your service prior to the Breaks in Service will be disregarded for vesting purposes (unless your years of service prior to the consecutive Breaks in Service exceeds the number of years of Breaks in Service).

Service with Another Employer

For vesting purposes, your years of service with any company that Manifest acquires will be counted towards your vesting percentage.

MILITARY SERVICE

If you are a veteran and are reemployed under the Uniformed Services Employment and Reemployment Rights Act of 1994, your qualified military service may be considered service with Manifest. There may also be benefits for employees who die or become disabled while on active duty. Employees who receive wage continuation payments while in the military may benefit from recent changes in the law. If you think you may be affected by this law, ask Guideline for more information.

INVESTMENTS & PORTFOLIOS

PARTICIPANT DIRECTED INVESTMENTS

The Plan is intended to comply with Section 404(c) of the Employee Retirement Income Security Act (ERISA). Section 404(c) enables you to control how your money is invested in your plan, while relieving plan fiduciaries of legal liability for any losses that are the direct and necessary result of your individual investment elections. Guideline in these instances will give investment directions to the Custodian that you have specified in accordance with Guideline's procedures.

Default Investment Alternative

If you have assets in the Plan, and do not select an investment portfolio or create a custom portfolio, Guideline will automatically invest your funds in one of our managed portfolios (the default investment alternatives), based on your current age. Your contributions will by default be invested in accordance with Department of Labor (DOL) safe harbor guidance. You may view or change how your funds are invested at any time.

For purposes of determining a participant's QDIA, Guideline uses age 63 as its assumed retirement age. Years until retirement age are calculated based on the participant's current age and the number of years until age 63.

[This 404\(c\) notice](#) details the default investments and your right to switch out of the default investment at any time. Guideline will provide you with information necessary to make and modify your investment elections. You are strongly encouraged to review this information before making investment decisions.

Earnings or Losses

When you direct your investments, your Accounts are segregated from the Accounts of other Plan Participants for purposes of determining the earnings or losses on your investments. Your Account does not share in the investment performance of other Participants who have directed their own investments. The amount of growth or loss in your 401(k) Account will depend in part upon your choice of investments. Gains as well as losses can occur and your Plan Fiduciaries will not guarantee the performance of any investment you choose.

SELECTING YOUR INVESTMENT PORTFOLIO

You may choose to invest your funds in a Guideline-managed portfolio or create your own portfolio allocation from Guideline's investment menu. You may select, view, and change how your Account is invested from your [Dashboard](#).

Guideline Managed Portfolio

Guideline offers several diversified, managed portfolios of mutual funds you can choose from. These portfolios are professionally managed by Guideline as described in the [Investment Policy Statement](#), which may be amended from time to time.

Create a Custom Portfolio

You may also choose to customize your own portfolio by selecting your own allocation of investments from Guideline's investment menu. You should consult an investment professional or properly educate yourself regarding the differences between investment options and the importance of adequately diversified investments before deciding to create a custom portfolio.

Learn more about diversifying investments in a custom portfolio in [this article](#).

If you would like to create your own portfolio, you can do so by accessing "Change Portfolio" in [your Portfolio](#). From there, you can select "Create a Custom Portfolio".

Portfolio Rebalancing

Your portfolio will automatically rebalance if the total drift of all funds in your portfolio reaches or exceeds 5%, regardless of whether you elect a Guideline-managed portfolio or a custom allocation, and as long your Account balance is \$250 or greater. Learn more about portfolio rebalancing [here](#).

INVESTMENT FEES

The mutual funds made available for investment by Guideline are managed by investment management firms. These firms charge expenses to operate the fund, perform administrative duties, and advertise or market the fund to potential investors, and more. These fees are charged by, and paid to, the fund manager (e.g. Vanguard) and deducted from your assets invested in the fund. You will see these as part of the fund expense ratio and included in your fund share price.

DISTRIBUTION OF YOUR FUNDS

ELIGIBILITY FOR DISTRIBUTIONS

This Plan is intended to provide you with retirement benefits. However, you may receive a full or partial distribution from the vested portion of your Account before you reach retirement age under certain circumstances.

Reasons for which you may receive a distribution of the vested portion of some or all of your Plan Accounts include:

- Attainment of Age 59.5
- Hardship Withdrawal
- Termination of Employment
- Required Minimum Distribution

IN-SERVICE DISTRIBUTION AT AGE 59.5

If you are still employed by Manifest when you reach age 59.5, you can receive an “in-service distribution” from all of your vested account(s).

You should be aware that in-service distributions will reduce the value of the benefits you will receive from your 401(k) when you retire. In-service distributions are made at your election and will be made in accordance with distribution regulations of the Plan.

HARDSHIP WITHDRAWALS

You may request a hardship withdrawal from the Plan for “Qualified Hardships,” as described below.

Hardship withdrawals are generally subject to income taxes and may incur an additional 10% early distribution tax if you are under the age of 59.5. Participants who take a hardship distribution cannot repay it back to the Plan, unless otherwise permitted by law. As such, a hardship withdrawal will permanently reduce the value of the benefits you will receive at retirement.

Qualified Hardships

The following are deemed Qualified Hardships and may make you eligible to receive a hardship withdrawal:

- Expenses for medical care (described in Section 213(d) of the Internal Revenue Code) either previously incurred by you, your spouse, your dependent, or your primary beneficiary or necessary for you, your spouse or your dependent to obtain medical care;
- Costs directly related to the purchase of your principal residence (excluding mortgage payments);

- Tuition, educational fees, and room and board expenses for the next twelve (12) months of post-secondary education for yourself, your spouse, your dependent, or your primary beneficiary;
- Amounts necessary to prevent eviction from your principal residence or foreclosure on the mortgage of your principal residence;
- Payments for burial or funeral expenses for your deceased parent, spouse, children, other dependents, or your primary beneficiary;
- Expenses for the repair of damage to your principal residence that would qualify for the casualty deduction under the Internal Revenue Code; and
- Expenses incurred due to a federally declared disaster, either located at your primary residence or your place of work.

Conditions

If you have any qualified hardship expenses, a hardship distribution can only be made if you certify that the following conditions have been met:

- You have obtained all other currently available distributions (including distributions of ESOP dividends under section 404(k), but not hardship distributions) under the Plan and all other Plans of deferred compensation, whether qualified or nonqualified, maintained by Manifest; and
- You have insufficient cash or other liquid assets reasonably available to satisfy the need.

Limitations

The following limitations apply to hardship distributions:

- The minimum amount you can request as a hardship distribution is \$1,000.
- You can receive no more than 2 hardship distributions during a Plan Year.
- You may only withdraw from your vested account balance.

To find out if you might be eligible or to apply for a hardship withdrawal, please contact support@guideline.com.

TERMINATION OF EMPLOYMENT

Distributions from the Plan after cessation of employment must be made in a single lump-sum payment. You must initiate the distribution in order for Guideline to distribute your Account balance.

Vested Account Balances that Remain at Guideline

If you leave Manifest for whatever reason, you will have 90 days from the date of your termination to either take a distribution or roll your vested account into another eligible account before your account will be charged an administrative fee.

Your vested account balance includes any contributions you made, any employer contributions which have become fully vested to you as of your termination date, and any investment gains or losses that apply to those contributions. It does not include any employer contributions which remain unvested according to the Plan's vesting schedule.

Distribution Options

Guideline gives you the following options for how to manage your vested account balance after termination:

- Stay in the Plan;
- Roll your vested balance to a Guideline IRA (if eligible for rollover distribution);
- Roll your vested balance to a non-Guideline account (if eligible for rollover distribution); or
- Take the distribution as a check payable to you (subject to applicable withholding requirements).

Note that certain distributions (like required minimum distributions, described below; and hardship distributions, above) are not eligible for rollover.

Non-Vested Account Balances & Forfeiture Account

If you have no vested interest (0% vesting) or partially vested interest in the Plan when you cease employment with Manifest, your non-vested account balance will be forfeited on the date your vested balance is distributed or after you have incurred a 5-year Break in Service.

Rehire

If you are rehired within 5 years of cessation of employment, Manifest may restore your previously forfeited non-vested account balance if you repay any distribution you made at termination of employment. If you repay the entire amount of the vested distribution, Manifest will restore your account balance. You must repay this distribution within five years of the original distribution.

If you were 100% vested when you left, there is no need to repay your distribution.

REQUIRED MINIMUM DISTRIBUTIONS

If you have already retired, you are legally required to take Required Minimum Distributions ("RMDs") from the Plan by April 1st of the year after the year you turn 72. Guideline will require that you take the RMD as one lump sum payment.

If you are still working with Manifest, you don't have to take a RMD until April 1st of the year after you retire or cease employment. This rule applies unless you own 5% or more of the company sponsoring the retirement plan. If you are a 5% owner, your RMDs must begin by April 1st of the year after the year you turn 72. RMDs that are required while you are still working do not need to be taken as a lump sum.

The RMD for each year is calculated by dividing the previous year's ending account balance by the number of years you are expected to continue living (your remaining life expectancy).

DISABILITY

The Plan does not permit distributions solely based on disability. However, you may be eligible to request a hardship withdrawal or other type of distribution if eligibility conditions are met. If you become disabled while employed by Manifest, then your account balance will become fully vested.

DEATH AND BENEFICIARY DESIGNATION

Death While Employed

If you die while employed by Manifest, then your account balance will become fully vested and your account balance will be used to provide your beneficiary with a death benefit.

Beneficiary Designation for a Married Participant

If you are married at the time of your death, your spouse will be the beneficiary of your entire death benefit, unless you have designated another beneficiary. If you would like to designate a beneficiary other than your spouse, then your spouse must provide written consent. This written consent must be witnessed by a notary or a Plan representative and it must acknowledge the specific non-spouse beneficiary. Failure to ensure Guideline's receipt of the consent of spouse shall render any such beneficiary designation invalid.

You may designate a beneficiary other than your spouse without your spouse's consent if your spouse cannot be located or you are legally separated.

Since your spouse has certain rights to the death benefit, you should ensure your beneficiaries are properly designated at Guideline. If you divorce or become legally separated, you may want to consider updating your beneficiary designations (divorce does not automatically revoke the beneficiary designation of a former spouse).

Beneficiary Designation for an Unmarried Participant

If you are not married, you may designate any person or eligible entity as your beneficiary.

No Beneficiary Designation

If you have not designated a beneficiary or if your beneficiary is deceased at the time of your death, your death benefit will be paid in full the following order to:

1. your surviving spouse;
2. your children, including adopted children, in equal shares (and if a child is not living, that child's share will be distributed to that child's heirs);
3. your surviving parents, in equal shares;
4. your estate.

Adding or Changing a Beneficiary

You can add a beneficiary or change a beneficiary designation from your [Guideline Account](#).

Lump Sum Only

The death benefit will be paid to your beneficiary in a single lump-sum payment only.

TAX TREATMENT OF DISTRIBUTIONS

TAXES ON DISTRIBUTIONS

Generally, you must include any Plan distribution in your taxable income in the year in which you receive the distribution (see below for exceptions for Roth Accounts). The tax treatment may also depend on your age when you receive the distribution. Certain distributions made to you when you are under age 59.5 could be subject to an additional 10% tax.

We recommend that you consult a tax professional to ensure you understand the tax impact of any distribution from the Plan.

Traditional 401(k) Accounts

Distributions of your Traditional 401(k) contributions will be taxed as ordinary income during the year in which you receive the distribution.

Roth 401(k) Accounts

Your Roth 401(k) contributions will generally not be taxed as ordinary income. In addition, a distribution of the earnings on the Roth contributions will not be subject to tax if the distribution is a “qualified” distribution.

A “qualified” Roth distribution is one that is made after you have attained age 59.5 or is made on account of your death or disability. In addition, in order to be a “qualified” Roth distribution, the distribution cannot be made prior to the expiration of a 5-year participation period. The 5-year participation period is the 5-year period beginning with the calendar year in which you first make a Roth 401(k) contribution to the Plan (or to another 401(k) plan or 403(b) plan if such amount was rolled over into this Plan) and ending on the last day of the fourth subsequent year.

Reporting Distributions

If you receive a distribution of funds from your account, you will receive an IRS Form 1099-R. If you change your mailing address before your Form 1099-R is issued, you must promptly notify Guideline to ensure you receive a copy for tax reporting purposes. You are solely responsible for informing us if you do not receive your Form 1099-R.

TAXATION OF ROLLOVERS

When you roll funds that are eligible for rollover from one plan to another, this is considered a distribution and is therefore reported on your tax return for the year in which the distribution is made. However, rollover distributions will not be taxed if you complete your rollover correctly, either directly or indirectly.

Indirect Rollover (60-Day Rollover)

An indirect rollover is the transfer of all or a portion of your Account to you personally, and then to either an Individual Retirement Account (IRA) or another employer's retirement plan. You must complete the transfer of the full amount distributed to you to the new retirement plan within 60 days, or the transfer will be subject to federal income tax, as well as a 10% early distribution penalty if you are under the age of 59.5. Under certain circumstances, all or a portion of a distribution (such as a hardship distribution or a required minimum distribution) may not qualify for this rollover treatment.

Most indirect rollover distributions will be subject to a mandatory federal income tax withholding of 20%. This will reduce the amount you actually receive from the rollover distribution.

Direct Rollover

You may also request that a direct rollover, also known as a direct transfer, of all or a portion of your Account be made to either an Individual Retirement Account (IRA) or another employer's retirement plan willing to accept the rollover. A direct rollover will typically result in no tax due until you withdraw funds from the IRA or other employer retirement plan. Like an indirect rollover, under certain circumstances, all or a portion of the amount to be distributed (such as a hardship distribution or a required minimum distribution) may not qualify for this direct rollover.

Rollover Notice

Should you receive a distribution that is eligible for a rollover, Guideline will provide a more detailed explanation of these options. However, the rules which determine whether or not you qualify for favorable tax treatment are very complex, and you should consult with a qualified tax professional before making any choices in this regard.

LOANS

Procedure

You may request a Participant loan from the Plan based on your eligible Account balance. Guideline's loan program terms may be found in your [dashboard](#). Guideline makes loans available to Participants on a reasonably equivalent basis, so long as eligibility conditions are met.

You must sign a promissory note along with a loan pledge to receive a loan.

YOUR RIGHTS AND BENEFITS

LAWS GOVERNING THE PLAN

The Plan and your rights and benefits under the Plan are subject to federal laws, such as the Employee Retirement Income Security Act of 1974 (ERISA) and the Internal Revenue Code, as well as some state laws. The provisions of the Plan are subject to revision due to a change in laws or due to pronouncements by the Internal Revenue Service (IRS) or Department of Labor (DOL). Manifest may also amend or terminate this Plan. If material provisions of the Plan that are described in this Summary Plan Document change, Guideline or Manifest will notify you.

PLAN AMENDMENTS

Manifest has the right to amend the Plan at any time. However, no amendment can cause Assets of the Plan to be used for any purpose other than to benefit the Plan Participants or their beneficiaries. And no amendment can ever cause a reduction in the amount already contributed to your Account or to reduce your vested benefits.

PLAN TERMINATION

Although Manifest intends to maintain the Plan indefinitely, Manifest reserves the right to terminate the Plan at any time. If terminated, no further contributions will be made to the Plan. All amounts already contributed to your Account will become 100% vested, meaning you will have full and immediate ownership of all amounts and this right cannot be taken away. Guideline or Manifest will notify you if the Plan is terminated and will distribute your funds as soon as administratively feasible.

YOUR RIGHTS AS A PLAN PARTICIPANT

As a Participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). The following discusses your rights under ERISA.

Examination of Documents

You may examine, without charge, all documents governing the Plan and a copy of your Plan's latest annual report (Form 5500 Series). You may contact support@guideline.com to request copies of these documents or view them at Manifest's office upon prior notice. Either Manifest or Guideline may make a reasonable charge for any copies requested.

Guideline, Inc. is required by law to provide you with a copy of a summary of the Plan's annual financial report.

Duties of Fiduciaries

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

Enforcing Your Rights

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

Under ERISA, there are steps you can take to enforce your rights. For example, if you request a copy of Plan documents and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require fiduciaries to provide the materials and pay you up to \$110.00 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of plan fiduciaries.

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

If it should happen that the Plan’s fiduciaries misuse the Plan’s money, or if you are discriminated against for asserting your rights, you may seek assistance from the 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. The court may order you to pay these costs and fees if you lose or if, for example, it finds your claim is frivolous.

Assistance with Your Questions

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

PROTECTION OF BENEFITS

Benefits Not Insured

Benefits provided by the Plan are not insured by the Pension Benefit Guaranty Corporation (PBGC) under Title IV of the Employee Retirement Income Security Act of 1974 because the insurance provisions under ERISA are not applicable to this type of plan.

Protected Benefits

In general, your vested account holdings may not be alienated or otherwise separated from you. This means that your Account funds may not be sold, used as collateral for a loan (other than for a Plan loan), given away or otherwise transferred. In addition, your creditors (other than the IRS) may not attach, garnish, or otherwise interfere with your benefits under the Plan.

Participants who entered the plan before the latter of January 1, 2022 and the date the first plan amendment was signed following January 1, 2022 may have a Normal Retirement Age of 59.5 based upon the Plan's Normal Retirement Age at the time of their plan entry and active Participation. Some Participants will have an age 65 Normal Retirement Age as long as such Participants actively participated in the Plan only while the Plan had a Normal Retirement Age of 65.

Additional information related to deemed severance distributions (if applicable):

A deemed severance distribution means the Plan assumes you have a severance of employment and can receive a distribution from any vested Account if you perform service in the uniformed services on active duty for a period of more than thirty (30) days. If you elect to receive a distribution of Elective Deferrals on account of this deemed severance, then you may not make an Elective Deferral during the six (6) month period beginning on the date of the distribution.

Additional information related to qualified reservist distributions (if applicable):

A Qualified reservist distribution is available from elective deferrals if you are ordered or called to active duty for a period in excess of 179 days or for an indefinite period and you request the distribution during the period of such order or call and a reasonable time before such period ends.

Exceptions to Benefit Protection

Certain exceptions to your protected benefits include:

- Compliance with a Qualified Domestic Relations Order ("QDRO"). A QDRO is a court-issued decree or order requiring you to pay child support or alimony, or to otherwise allocate a portion of your Account Assets to your spouse, former spouse, child, or other dependent. If Guideline determines it has received a valid QDRO, all or a portion of your benefits may be used to satisfy your court-ordered obligation. You and your beneficiaries can obtain, without charge, a copy of the QDRO procedures from Guideline.
- Plan fiduciary liability. If you are involved with the Plan's operation and found liable for any action that adversely affects the Plan, Guideline can offset your benefits by the amount that you are ordered by a court to pay the Plan.
- Federal tax levies and judgments. A tax levy is an IRS administrative action to seize property to satisfy a tax liability. The federal government is enabled to use your holdings in the Plan to enforce a federal tax levy and to collect an obligation resulting from an unpaid tax assessment.

CLAIM PROCEDURES

A formal claim generally does not need to be filed for payment of benefits to you and your beneficiaries. If you think an error has been made in determining your benefits or if you think there is any other need for a formal claim, please contact Guideline in writing at support@guideline.com.

If Guideline, Inc. determines the claim is valid, you will receive a statement describing the amount of the benefit, the method(s) of payment, the timing of distributions and other information relevant to the payment of the benefit.

Denial of Claim

Your claim for Plan benefits will be subject to a full and fair review. If your claim is wholly or partially denied, Guideline, Inc. will notify you in writing within a reasonable period of time, not more than 90 days after the receipt of your claim, unless Guideline, Inc. determines that special circumstances require an extension of time for processing your claim.

Extension in Processing Your Claim

Guideline, Inc. will provide written notification of any extension in processing your claim, and the extension will not exceed 90 days from the day you received the extension notification. The extension notice will indicate the special circumstances requiring the extension and the date by which Guideline, Inc. expects to come to a decision about the benefit claim.

Claim for Benefits Upon Disability

In the case of a claim for disability benefits, if disability is determined by a physician (rather than relying upon a determination of disability for Social Security or long term disability benefit purposes), then instead of the above, Guideline, Inc. will provide you with written or electronic notification within a reasonable period of time, but not more than 45 days after the receipt of your claim, unless Guideline, Inc. determines that special circumstances require an extension of time for processing your claim.

Extension in Processing Disability Claim

You will be notified of any extension in processing your disability claim within 45 days of filing your claim. The extension cannot exceed 30 days from the day you receive the extension notification. The extension notice will indicate the special circumstances requiring the extension and the date by which Guideline, Inc. expects to come to a decision about the benefit claim.

Second Extension in Processing Disability Claim

If Guideline, Inc. determines that a decision cannot be made within the extension period, due to matters beyond Guideline, Inc. control, the period for making a decision on your disability claim can be extended for another 30 days, as long as Guideline, Inc. notifies you before the end of the first 30 day extension. In the case of a second extension, the extension notice will specifically explain the standards on which entitlement to a disability benefit is based, the unresolved issues that prevent a decision on the claim, and the additional information needed to resolve those issues. You will be given at least 45 days to provide the specified information.

Notice of Claim Denial

Notice of any denial of claim will contain:

- The specific reason or reasons for the complete or partial denial of claim.
- Reference to the specific Plan provisions on which the determination is based.
- A description of any additional material or information necessary for you to perfect the claim and an explanation of why such material or information is necessary.
- Appropriate information as to the steps to be taken if you or your beneficiary want to submit your claim for review.
- In the case of disability benefits where disability is determined by a physician: (i) A discussion of the decision including the basis for agreeing/disagreeing with the views of medical/vocational experts and/or the the claimant, as well as any Social Security Administration decision; (ii) If an internal rule, guideline, protocol, or other similar criterion was used in making the decision to deny the claim, then you will be provided with those rules or a statement that they do not exist; (iii) A statement that you are entitled to reasonable access to, and copies of, all documents, records, and other information relevant to the claimant's claim for benefits; (iv) If the denial of claim is based on a medical necessity or experimental treatment or similar exclusion or limit, then you will be provided with either an explanation of the basis for the decision, or a statement that such information will be provided to you free of charge upon request.

CLAIM DENIAL REVIEW PROCEDURE

If you receive a denial of your claim for benefits, you may file for a review of such denial with Guideline in writing at support@guideline.com. The following regulations apply:

- You must file the claim for review within 60 days after you have received written notification of denial of your claim. If your claim is for disability benefits and disability is determined by a physician, then you have 180 days to file the claim for review.
- You may submit written comments, documents, records, and other information relating to your claim for benefits.
- You may review all pertinent documents relating to the denial of your claim and submit any issues and comments, in writing, to Guideline, Inc..
- You will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits.
- Your claim for review must be given a full and fair review. This review will take into account all comments, documents, records, and other information submitted by you relating to your claim, whether or not such information was submitted or considered in the initial claim determination.

Disability Claim Denial Review Procedure

In addition to the routine Claims Review Procedure described above, if your claim is for disability benefits and disability is determined by a physician (rather than relying upon a determination of disability for Social Security or long term disability benefit purposes), then:

- Your claim will be reviewed independently, without regard to the initial denial of claim determination. The review will be conducted by another appropriate named fiduciary of the Plan who is neither the individual nor the subordinate of the individual who made the denial of claim determination.
- In reviewing and deciding an appeal of any denial of claim determination that is based in whole or part on medical judgment, the appropriate named fiduciary will consult with a healthcare professional who has appropriate training and experience in the field of medicine involved in the medical judgment.
- Any medical or vocational experts whose advice was obtained on behalf of the Plan in connection with your denial of claim determination will be identified, without regard to whether the advice was relied upon in making the benefit determination.
- The healthcare professional who is consulted for advice on the claim review will not be the same healthcare professional, or a subordinate of the same healthcare professional, who was consulted in connection with the original denial of your claim.
- Before the Plan can issue an adverse benefit determination on review, you will be provided, free of charge, with any new or additional evidence considered, relied upon, or generated by the Plan, or other person making the benefit determination in connection with the claim and if a new or additional rationale is used you must be provided with the rationale; such evidence/rationale must be provided as soon as possible and sufficiently in advance of the date on which the notice of adverse benefit determination on review is required to be provided to give you a reasonable opportunity to respond prior to that date.

Notification of Claim Review Decision

Guideline, Inc. will provide you with written or electronic notification of the Plan's claim decision after review. If your claim is wholly or partially denied, Guideline, Inc. will provide you with notification of this denial within 60 days after Guideline, Inc. receives your written claim for review, unless Guideline, Inc. determines that special circumstances require an extension of time for processing your claim. You will be notified of any extension within the 60-day period and the extension will last longer than 60 days from the date you receive the extension notice. The extension notice will indicate the special circumstances requiring an extension and the date by which Guideline, Inc. expects to come to a decision on the review. If your claim relates to disability benefits and disability is determined by a physician, 45 days will apply instead of 60 days for notification periods.

If you have a claim for benefits which is denied, and such denial is affirmed upon appeal, then you may file suit in a state or federal court. However, in order to do so, you must file the suit no later than 180 days after Guideline, Inc. makes a final determination to deny your claim.

MANIFEST 401(K) PLAN INFORMATION

Plan Sponsor (Employer): Manifest

Address: 1452 E 53rd St Floor 2, Chicago, Illinois 60615

EIN: 82-5287745

Employer Phone Number: (224) 612-5704

Plan Name: Manifest 401(k) Plan

Plan Number: 001

Effective Date: 01/01/2022

Original Plan Effective Date: 01/01/2020

Plan Year: January 1 to December 31

Plan Funding Medium: Trust Account

Plan Trustee: Anuraag Tripathi. The trustee's address and principal place of business is the same as the Plan Sponsor (above).

Plan Administrator: Guideline. Its address is 1645 E 6th Street, Suite 200, Austin, TX 78702. Its phone number is (888) 228-3491.

Investment Manager: Guideline, Inc. ("Guideline")

Custodian: Benefit Trust Company ("Custodian")

Applicable Law: The Plan and Trust will be governed by the state law(s) applicable to Manifest (to the extent not governed by federal law).

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

Service of Process

Service of legal process, or appropriate notification of initial legal action to the person being served, should be made to both your employer, Manifest, and Guideline for prompt handling. Legal process may be made on the Trustee or the Plan Administrator.

PLAN FIDUCIARIES

Plan Trustee

Manifest has appointed Anuraag Tripathi as the Plan's Trustee. The Trustee is responsible for ensuring the safekeeping of the Plan's trust fund and must hold and invest Plan Assets in a prudent manner and in the best interest of plan participants. The Trustee has appointed Guideline as the Investment Manager of the Plan, with the full power to choose the investment menu and manage the assets of the Plan and Trust (the "Assets"). This includes giving Guideline the power to acquire and dispose of the Assets, and forward instructions to the Plan's custodian on behalf of the Trustee and/or plan participants and beneficiaries. Guideline will also assist with collection of contributions to invest in participant accounts as directed by the Trustee.

Trust Fund

The trust fund established by Manifest will be used for the accumulation, investment and distribution of Plan Assets.

Title and custody of the Assets will remain with the Plan and Trust, and the Plan's custodian, respectively.

Plan Administrator

As your Plan Administrator, Guideline is contractually delegated by your employer to manage the day-to-day administration and operation of the Plan. This includes maintaining Plan records and participant information, and facilitating the payment of participant benefits. Guideline also maintains the Plan Document and other Plan-related materials. While all of the Plan's Assets are held in a single trust fund, Guideline separately accounts for each Participant's holdings in the Plan.

Guideline has discretion to determine all questions arising in connection with the administration, interpretation, and application of the Plan, as well as any related documents and underlying policies. Any determination by Guideline will be conclusive and binding upon all persons.

Investment Manager Status

As your Plan's Investment Manager, Guideline has authority over selection of and substitution of the Plan's investment menu. This means we are able to take actions with respect to the Plan's investment line up which we determine are appropriate and prudent. For Assets invested in Guideline's managed portfolios, Guideline may act with complete discretion. As a discretionary money manager, Guideline is able to give instructions to the Custodian with respect to all investment directions regarding assets invested in our managed portfolios. Guideline's appointment as investment manager does not, to any extent, impact your right to exercise control with respect to the investment of assets held in your account. The Plan fiduciaries (including Guideline) are relieved from liability for any losses or expenses that arise from your self-direction of investments in your account.

In exercising such powers and in performing such duties, Guideline is bound by the fiduciary provisions found in Section 404 of the Employee Retirement Income Securities Act (ERISA) and must act in a manner consistent with any other applicable law or regulatory authority. This means we will act in the sole interest of plan participants when carrying out these duties.

Guideline will have no authority to take or receive physical possession of any trust funds or other investments in the Plan's trust. However, we may charge transaction fees to your account for services rendered. Please see Guideline's [fee disclosure](#) for more information.

PARTICIPANT STATEMENTS

Guideline will provide quarterly statements with information regarding your transactions, value of your investments, investment income, and vested account balance. If you find any errors in your statement, you must notify Guideline of the error within 30 days of the statement being made available to you. If you fail to notify Guideline of errors within the allotted time, Guideline will have no obligation to make corrections and will not be liable for any losses related to those errors.

FEES & EXPENSES

The Plan may deduct from your Account reasonable fees and expenses required to maintain the Plan. Please see Guideline's [fee disclosure](#).

QUESTIONS ABOUT YOUR PLAN

Questions about the Plan or your participation should be directed to Guideline by emailing us at support@guideline.com. You can also call us at (888) 344-5188.