SUMMARY PLAN DESCRIPTION

Rakuten USA 401(k) Plan

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Summary Plan Description Overview

Rakuten USA 401(k) Plan

The Rakuten USA 401(k) Plan (the "Plan") of Rakuten USA has been amended as of 04/01/2025 (the "Effective Date"). This Plan is intended to be a qualified retirement plan under the Internal Revenue Code.

The purpose of the Plan is to enable eligible Employees to save for retirement. As well as retirement benefits, the Plan provides certain benefits in the event of death, disability, or other termination of employment. The Plan is for the exclusive benefit of eligible Employees and their Beneficiaries.

This booklet is called a Summary Plan Description ("SPD") and it contains a summary in understandable language of your rights and benefits under the Plan.

This SPD is a brief description of the principal features of the plan document and trust agreement and is not meant to interpret, extend or change these provisions in any way. The plan document and trust agreement shall govern if there is a discrepancy between this SPD and the actual provisions of the Plan.

This SPD is based on the federal tax implications of your participation in the Plan, transactions made within your Account, and distributions you may receive from the Plan. The state tax implications of your participation and these transactions should be determined based on an examination of appropriate state law. Please consult with your tax advisor if you have any questions regarding state tax law.

I. BASIC PLAN INFORMATION

The information in this section contains definitions to some of the terms that may be used in this SPD and general plan information. If the first letter of any of the terms defined below is capitalized when it is used within this SPD, then it represents the indicated defined term.

A. Account

An Account shall be established by the Trustee to record contributions made on your behalf and any related income, expenses, gains or losses. It may also be referred to as an Account balance.

B. Beneficiary

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

C. Deferral Contribution

This is a contribution taken directly from the pay of an Employee and contributed to the Plan, subject to certain limits (described below). The Plan permits you to make both pre-tax and certain after-tax (Roth) Deferral Contribution amounts.

D. Disability

Under your Plan, you are disabled if you meet the following criteria: you are eligible for Social Security disability benefits, or you are determined disabled by a physician.

E. Employee

An Employee is an individual who is employed by your Employer as a common law employee or, in certain cases, as a leased employee and is not terminated.

F. Employer

The name and address of your Employer is:

Rakuten USA
800 Concar Drive
San Mateo, CA 94402
(415) 852-6400

The Employer's federal tax identification number is: 94-3377047

The following Employer(s) also participate in the Plan and employees of each employer listed below shall be eligible to participate in accordance with the Participation section of this SPD.

Federal Tax Identification Number	Participating Employer Name
45-2519935	Altiostar Networks, Inc.
20-2934437	Cartera Commerce, Inc.
94-3326800	Ebates Performance Marketing, Inc.
33-1224526	Kobo (US) Inc.
26-3229699	Rakuten Insight USA Co., Ltd.
13-3967340	Rakuten Marketing LLC
85-2246016	Rakuten Symphony USA, LLC
81-5141030	Rakuten Travel Hawaii, LLC
27-3854053	Rakuten Travel USA, Inc.
46-2779193	Robin Systems, Inc.
47-4023003	Viber Media U.S.A. Inc.
26-0391557	Viki, Inc.

G. ERISA

The Employee Retirement Income Security Act of 1974 (ERISA, as amended) identifies the rights of Participants and Beneficiaries covered by a qualified retirement plan.

H. Fidelity Investments Contact Information

Fidelity Investments is the recordkeeper of your Plan. To view your Account, make changes to investments, or perform transactions, please use the contact information below, all telephone calls will be recorded for quality.

Phone number: 1-800-835-5097

Website: www.401k.com

I. Highly Compensated Employee

An Employee is considered a highly compensated Employee if you (i) at any time during the current or prior year own, or are considered to own, more than five percent of your Employer, or (ii) received compensation from your Employer during the prior year in excess of $155,000, as adjusted and you are in the top paid group consisting of the top 20% of employees ranked by compensation.

J. Non-Highly Compensated Employee

An Employee who is not a Highly Compensated Employee.

K. Participant

A participant is an eligible Employee who has satisfied the eligibility and entry date requirements and is eligible to participate in the Plan or a formerly eligible Employee who has an Account balance remaining in the Plan.

L. Plan Type

The Rakuten USA 401(k) Plan is a defined contribution plan. These types of plans are commonly described by the method by which contributions for participants are made to the Plan. The Rakuten USA 401(k) Plan is a 401(k) deferral plan. More information about the contributions made to the Plan can be found in Section III, Contributions.

M. Plan Administrator

The Plan Administrator is responsible for the administration of the Plan and its duties are identified in the plan document. In general, the Plan Administrator is responsible for providing you and your Beneficiaries with information about your rights and benefits under the Plan. The name and address of the Plan Administrator is:

Rakuten USA
800 Concar Drive
San Mateo, CA 94402
(415) 852-6400

N. Plan Number

The three digit IRS number for the Plan is 001.

O. Plan Sponsor

The Plan's Sponsor is the first Employer listed under the definition of Employer above.

P. Plan Year

The Plan Year is the twelve-month period ending on the last day of December. The Plan Sponsor may only change or have changed the Plan Year by amending and restating to a new plan document.

Q. Qualified Military Service

Qualified Military Service is service in the uniformed services of the United States that results in the Participant having a right of reemployment with the Employer under federal law.

R. Service of Process

The Plan's agent for service of legal process is the Plan Administrator.

S. Trustee

The trustee is responsible for trusteeing the Plan's assets. The trustee's duties are identified in the trust agreement and relate only to the assets in its possession. The name and address of the Plan's Trustee are:

Fidelity Management Trust Company
245 Summer Street
Boston, MA 02210

II. PARTICIPATION

A. Eligibility Requirements

You are eligible to participate in the Plan if you are an Employee.

However, you are not eligible to participate if you are:

- a resident of Puerto Rico
- covered by a collective bargaining agreement, unless the agreement requires the employees to be included under the Plan
- a nonresident alien with no income from a U.S. source
- Expatriate - Employees working in the United States for any participating employer. An Expatriate employee is any individual working in the United States instead of their country of citizenship on a temporary work assignment for any participating employer..

You are also not eligible to participate if you are an individual who is a signatory to a contract, letter of agreement, or other document that acknowledges your status as an independent contractor not entitled to benefits under the Plan and you are not otherwise classified by the Employer as a common law employee or the Employer does not withhold income taxes, file Form W-2 (or any replacement form), or remit Social Security payments to the Federal government for you, even if you are later adjudicated to be a common law employee.

You will become eligible to participate in the Plan according to the table below:

Contribution Type	Age Requirement	Service Requirement	Entry Date
All Sources	None	1 month(s)	First day of each month

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

- FreeCause
- DecisionStep, Inc.
- Media Forum, Inc.
- Chatter Commerce, Inc.
- BuyServices, Inc.
- Brand Vault, Inc.
- Webgistix Corporation
- Slice Technologies, Inc.
- Rakuten PopShops
- Curbside, Inc.
- Extrabux, Inc.
- FatWallet.com
- Buy.com, Inc.

- OneReceipt, Inc.
- Ebates, Inc.
- CauseLoyalty, LLC
- Overdrive
- Unroll Me, Inc.
- Innoeye, LLC

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

III. CONTRIBUTIONS

After you satisfy the participation requirements in Section II of this SPD, you will be eligible to make Deferral Contributions and after-tax contributions. As described below, if you do not elect a Deferral Contribution rate, you may be automatically enrolled to make Deferral Contributions. In addition, your Employer may make matching contributions to your Account. The type(s) of contributions available under the Plan are described in this section.

A. Compensation

Compensation must be defined to compute contributions under the Plan. For purposes of determining contributions, only Compensation paid to you for services you performed while employed as an eligible Employee shall be considered. Generally, eligible compensation for computing contributions under the Plan is the taxable compensation for a Plan Year reportable by your Employer on your IRS Form W-2, excluding reimbursements or other expense allowances, fringe benefits, moving expenses, deferred compensation, any payments made to an Employee performing Qualified Military Service in lieu of wages the individual would have received from the Employer if the individual were performing service for the Employer, unused leave, and welfare benefits and including salary reduction contributions you made to an Employer sponsored cafeteria, qualified transportation fringe, simplified employee pension, 401(k), 457(b) or 403(b) plan.

1. Compensation Exclusions

The definition of compensation for your plan for purposes of computing contributions also excludes certain amounts as indicated in the table below.

Contribution Type	Exclusion(s)
Employee Deferral Contributions, Employee After-Tax Contributions and Qualified Nonelective Contributions	Taxable Value of any restricted stock or any qualified or nonqualified Stock options, Differential Wages
Employer Matching Contributions	Taxable Value of any restricted stock or any qualified or nonqualified Stock options, Differential Wages

Compensation for your first year of eligible plan participation will be measured only for that portion of your initial Plan Year that you are eligible. Tax laws limit the amount of compensation that may be taken into account each Plan Year; the maximum amount for the 2025 Plan Year is $350,000.

B. Contributions

1. Regular Deferral Contributions

You may elect to defer a percentage of your eligible compensation into the Plan after you satisfy the Plan's eligibility requirements. The percentage of your eligible compensation you elect will be withheld from each payroll and contributed to an Account in the Plan on your behalf. For pre-tax contributions being withheld from your compensation, the percentage you defer is subject to an annual limit of the lesser of 60% of eligible compensation or $23,500 (in 2025; thereafter as adjusted by the Secretary of the Treasury) in a calendar year. This Plan also contains an automatic enrollment feature. If you are subject to automatic enrollment, you will be notified approximately 30 days prior to when your Employer will begin to automatically deduct 5% from your pay on a pre-tax basis as a Deferral Contribution for

you to the Plan. You may stop or change this automatic contribution by following the instructions provided in the notice. Deferral Contributions made automatically for you are treated the same under the Plan as Deferral Contributions made by your own election.

You will be eligible to designate some or all of your Deferral Contribution as a Roth Deferral Contribution at the time you make your deferral election. Once made, this election will be irrevocable (that is, Roth Deferral Contributions cannot later be re-characterized as pre-tax Deferral Contributions). If you elect to make Roth Deferral Contributions, the amount of your contribution will be included in your income for tax purposes, and the income tax withholding amounts will be deducted from the remainder of your pay, not from the Roth Deferral Contribution amount.

For example, if you have annual compensation of $30,000 and elect to make a Roth Deferral Contribution to the Plan equal to 5% of your compensation, your Roth Deferral Contribution to the Plan will equal $1,500 (5% of $30,000). The tax withholding applicable to the amount you have elected to contribute to the Plan as a Roth Deferral Contribution will be applied against the remainder of your compensation.

Except with respect to the income taxation of Roth Deferral Contributions at contribution (described above) and to the distribution of amounts attributable to Roth Deferral Contributions (described below), Roth Deferral Contributions are subject to the same rules applicable to pre-tax Deferral Contributions. For example, pre-tax and Roth Deferral Contributions are added together to determine whether you have reached the Federal tax law limit on Deferral Contributions ($23,500 in 2025 for those not eligible to make age 50 and over catch-up contributions) or the Plan's deferral limit. If you have participated in more than one employer-sponsored qualified plan during the year, the Federal tax law limit on Deferral Contributions is your personal limit across all plans, and you should promptly inform the Plan Administrator of any contributions you made outside of this Plan.

Your Deferral Contributions cannot be forfeited for any reason, however, there are special Internal Revenue Code rules that must be satisfied and may require that some of your contributions be returned to you. The Plan Administrator will notify you if any of your contributions will be returned. You may increase or decrease the amount you contribute as of the beginning of each payroll period. You may also completely suspend your contributions which you may resume as of the first day of the beginning of each payroll period. If you want to increase, decrease, suspend, or resume your Deferral Contributions, please contact Fidelity.

You may create an annual increase program to gradually raise your contribution rate each year. If you are automatically enrolled, your Employer may automatically increase your contributions by 1% annually until your contributions reach a maximum of 10% and you will receive notice prior to the change taking effect. If you are uncertain how this plan provision impacts you, please consult the Plan Administrator.

2. Age 50 and Over Catch-Up Contributions

The Plan provides that participants who are projected to be age 50 or older by the end of the taxable year and who are making Deferral Contributions to the Plan may also make a catch-up contribution of up to $7,500 (in 2025; thereafter as adjusted by the Secretary of the Treasury). If you are aged 60 - 63 as of the end of the calendar year, you may also defer an additional amount of $3,750, called an "enhanced catch-up contribution," for a total of up to $11,250 (for 2025). The Plan requires that no more than 100% of your eligible compensation be deferred as an age 50 and over catch-up contribution.

3. Employee After-Tax Contributions

After you satisfy the Plan's eligibility and entry date requirements, you may elect to contribute a percentage of your eligible compensation into the Plan on an after-tax basis. You may contribute a percentage of eligible compensation up to an annual maximum of 100%. However, there are special Internal Revenue Code rules which must be satisfied and the maximum amount you may contribute may be a lower percentage. The Plan Administrator will notify you if any of your contributions will be returned. Your Employer may refuse to accept your after-tax contributions if they will have an adverse effect on the Plan's non-discrimination tests. Your after-tax contributions belong to you and cannot be forfeited for any reason.

4. Bonus Contributions

You may make Deferral Contributions on any Employer paid bonus. Your salary deferral election for Base Compensation will apply to all bonus payments except the Annual Bonus Payment. You may submit a special Bonus Contribution Election for the Annual Bonus Payment in accordance with a method provided by your Employer. You may defer a whole percentage from 1% to 100% of the Annual Bonus Payment as designated by your Employer into the Plan, or suspend your contribution completely, by completing a special election. The total amount of your bonus and regular Deferral Contributions for the Plan Year may not exceed 60.00% of your eligible compensation or other applicable Internal Revenue Code limits. In the absence of the Special Bonus Contribution Election, no contribution will be withheld from the Annual Bonus Payment; you must make an election under the Bonus Contribution Election in order to contribute from the Annual bonus. Your Employer may refuse to accept any or all of your bonus contribution if it will have an adverse effect on the Plan's annually required Internal Revenue Code test.

5. General Information: Employer Matching Contributions

You become eligible for matching contributions only if you make Deferral Contributions. For purposes of determining your matching contributions under the Plan, your Contributions will include Age 50 and Over Catch-Up Contributions. Employer matching contributions must be allocated to your Account in the Plan within prescribed legal time limits.

6. Discretionary Matching Contributions

Your Employer may make discretionary matching contributions. Discretionary matching contributions, if made, will be computed by your Employer based on your eligible compensation deferred into the Plan each Plan Year.

Your Employer will communicate the amount of any discretionary matching contributions.

A True-Up calculation will be performed at the end of each plan year to provide a full year's worth of Employer Match to all eligible participants.

For any Plan Year during which the discretionary matching employer contribution rate is determined based on a participant's Years of Service, Years of Service shall be determined based upon each Participant's period of employment for the Employer as calculated from the most recent hire/rehire date, or as calculated from the Employee's Continuous Service Date in the case of a corporate acquisition or under the Employer's bridging of service policy as defined in the corporate handbook, disregarding any periods of severance.

7. Other Contributions and Limitations

a. Qualified Nonelective Contributions

Your Employer may make contributions for a Plan Year designated as "qualified nonelective contributions" and allocate them to certain Non-Highly Compensated Employees to help the Plan pass one or more annually required Internal Revenue Code non-discrimination test(s). You will be 100% vested in these contributions.

b. Limit on Contributions

Federal law requires that amounts contributed by you and on your behalf by your Employer for a given limitation year generally may not exceed the lesser of:

$70,000 (or such amount as may be prescribed by the Secretary of the Treasury); or 100% of your annual compensation.

The limitation year for purposes of applying the above limits is the twelve month period ending 12/31. Contributions under this Plan, along with Employer contributions under any other Employer-sponsored defined contribution plans, may not exceed the above limits. If this does occur, then excess contributions in your Account may be forfeited or refunded to you based on the provisions of the plan document. You will be notified by the Plan Administrator if you have any excess contributions. Income tax consequences may apply on the amount of any refund you receive.

8. Rollover Contributions

You can roll over part or all of an eligible rollover distribution you receive from an eligible retirement plan (a "Rollover Contribution") into this Plan even if you have not yet satisfied the age and service Eligibility requirements described in Section II above; however you will not become a Participant in the Plan until you have met the Plan's eligibility and entry date requirements. An eligible retirement plan is a qualified plan under Section 401(a), a 403(a) annuity plan, a 403(b) annuity contract, an eligible 457(b) plan maintained by a governmental employer, and an individual retirement

Account and individual retirement annuity. An eligible rollover distribution includes any distribution from an eligible retirement plan, except any distribution from an individual retirement Account or an individual retirement annuity consisting of nondeductible contributions or any distribution from a 403(b) annuity contract consisting of after-tax employee contributions. Making Rollover Contributions to the Plan that consist of assets other than qualified 401(a) plan assets may result in the loss of favorable capital gains or ten year income averaging tax treatment that may otherwise be available with respect to a lump sum distribution to you from the Plan. The loss of this favorable tax treatment may also occur if you make a Rollover Contribution to the Plan that consists of qualified 401(a) plan assets under certain circumstances. If you may be eligible for this special tax treatment, you should consult your tax advisor and carefully consider the impact of making a Rollover Contribution to the Plan.

The Plan Administrator determines which Rollover Contributions are acceptable and if any Rollover Contribution fails to meet the requirements of the Plan and must be distributed. Rollover Contributions may only be made in the form of cash, allowable fund shares, or (if the Plan allows new loans in accordance with the terms of this SPD) promissory notes from an eligible retirement plan. Your Rollover Contributions Account will be subject to the terms of this Plan and will always be fully vested and nonforfeitable. In general, if you receive an eligible rollover distribution as a surviving spouse of a participant or as a spouse or former spouse who is an "alternate payee" pursuant to a qualified domestic relations order ("QDRO"), you may also make a Rollover Contribution to the Plan.

The Plan will accept direct Rollover Contributions of amounts attributable to Roth contributions that you made to another qualified plan that accepted Roth Deferral Contributions and properly segregated them from other contributions. The same rules that apply to other direct Rollover Contributions apply to direct Rollover Contributions of amounts attributable to Roth Deferral Contributions, except for the income tax treatment on distribution (described below).

IV. INVESTMENTS

A. Investments

The Employee Retirement Income Security Act of 1974 (ERISA) imposes certain duties on the parties who are responsible for the operation of the Plan. These parties, called fiduciaries, have a duty to invest plan assets in a prudent manner. However, an exception exists for plans that comply with ERISA Section 404(c) and permit a Participant to exercise control over the assets in his/her Account and choose from a broad range of investment alternatives. This Plan is intended to be a Section 404(c) plan. To the extent that you have directed the investment of assets in your Account under the Plan, you are responsible for the investment decisions you made relating to those assets and the plan fiduciaries are not responsible for any losses resulting from your investment instructions. To assist you in making informed investment decisions, the Plan Administrator is required to provide you with certain disclosures required under the Department of Labor's participant disclosure regulation (See DOL Regulation §2550.404a-5) initially and on an annual basis. You should contact the Plan Administrator with any questions regarding these disclosures. Fidelity is assisting the Plan Administrator in complying with this regulation and will make this disclosure notice available for you to review and access via Fidelity's website.

B. Self-Directed Brokerage

Fidelity's Self-Directed Brokerage (SDB) program (BrokerageLink) allows a wide variety of investments with a diverse fee structure. Please go online for more information regarding the SDB investment option.

C. Statement of Account and Confirmation Statements

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

Exchanges received and confirmed before the close of the market (usually 4:00 PM (ET)) will be posted on that business day based upon the closing price of the affected investment(s). Exchanges received and confirmed after the market close will be processed on the next business day based upon the closing price of the affected investment(s) on that next business day. A confirmation of your change in the investment of your future contributions or your exchange of an existing fund will be sent to you within five business days or an online confirmation will be available. Fidelity reserves the right to change, restrict, or terminate exchange procedures to protect mutual fund shareholders.

V. VESTING

The term "vesting" refers to your nonforfeitable right to the money in your Account. You receive vesting credit for the number of years that you have worked for your Employer and any Related Employer. In addition, service with the following Employers will be included to determine the number of years of service for vesting purposes:

- DecisionStep, Inc.
- Chatter Commerce, Inc.
- BuyServices, Inc.
- Brand Vault, Inc.
- Webgistix Corporation
- Slice Technologies, Inc.
- Rakuten PopShops
- Curbside, Inc.
- Extrabux, Inc.
- FatWallet.com
- Buy.com, Inc.
- OneReceipt, Inc.
- Ebates, Inc.
- CauseLoyalty, LLC
- Overdrive
- Unroll Me, Inc.
- Innoeye, LLC

If you terminate your employment with your Employer, you may be able to receive a portion or all of your Account based on your vested percentage. You are always 100% vested in your Rollover Contributions, After-Tax Contributions, Qualified Nonelective Contributions, Deferral Contributions and any earnings thereon.

Your Employer Matching Contributions and earnings shall be vested in accordance with the following schedule:

Years of Service	Vesting Percentage
less than 1	0
1	100

A. Additional Vesting Schedules

Employees who are members of certain class(es), specified below, receive a different vesting schedule for the below-specified contribution:

Your Match - Discretionary contributions will be subject to the vesting schedule appearing immediately below if you are a member of the following class: All Participants with a terminated status as of 04/23/2021 with transferred assets from the Altres 401(k) Retirement Plan are 4-year custom vested in the Employer Match source

Years of Service	Vesting Percentage
less than 1	0
1	20

2	40
3	70
4	100

Your Termed Match contributions will be subject to the vesting schedule appearing immediately below if you are a member of the following class: All Participants with terminated status as of 01/31/2021

Years of Service	Vesting Percentage
less than 1	0
1	25
2	50
3	75
4	100

Your Match - Discretionary contributions will be subject to the vesting schedule appearing immediately below if you are a member of the following class: Former Participants in the Buy.com, Inc. 401(k) Plan who became participants in the Rakuten USA 401(k) Plan on 01/01/2011

Years of Service	Vesting Percentage
less than 1	100

Your Match - DiscretionaryFrozen ER Profit Share contributions will be subject to the vesting schedule appearing immediately below if you are a member of the following class: Participants that merged from the Chatter Commerce Inc. 401(K) Plan on 05/15/2018

Years of Service	Vesting Percentage
less than 1	100

Your Frozen ER Profit Share contributions will be subject to the vesting schedule appearing immediately below if you are a member of the following class: Participants that merged in from Altiostar Networks Inc. 401(k) Plan who became participants in the Rakuten USA 401(k) Plan on 01/13/2023

Years of Service	Vesting Percentage
less than 1	0
1	25
2	50
3	75
4	100

Your Frozen ER Profit Share contributions will be subject to the vesting schedule appearing immediately below if you are a member of the following class: Participants that merged in from Ebates Inc. 401(k) Plan on 01/01/2016; And Participants who merged assets from the TriNet Passport 401(k) Plan into this plan on 03/12/2019

Years of Service	Vesting Percentage
less than 1	100

Vesting under the Plan is based upon the elapsed time method. Hours of service are not counted and instead periods of service are computed. A period of service starts with your date of employment and, generally, ends on your date of termination. Only your whole years of service with your Employer will be counted to compute your years of service for vesting purposes. For example, if you work three years and ten months then for vesting purposes you will receive credit for three years of service.

B. Forfeiture and Re-employment

If you terminate your employment with your Employer and are less than 100% vested in your Employer Account, you may forfeit the non-vested portion of your Employer Account. A forfeiture will occur in the Plan Year that you receive a distribution of your entire vested Account, or if you do not receive a distribution, after five consecutive one year breaks in

service. Forfeitures are retained in the Plan and may first be used to pay administrative expenses. Any remaining amounts will be used to reduce future Employer contributions payable under the Plan.

Example: (This example is for illustration purposes only.) Assuming you terminate your employment in 2025 with the following Account:

Source	Amount	Vested Percentage	Vested Amount
Employee	$2,000	100%†	$2,000
Employer	$1,000	80%	800
Total	$3,000		$2,800

You received a $2,800 distribution in 2025 from the Plan. This represented a complete distribution of your Account. A $200 forfeiture will occur in 2025.

† You are always 100% vested in your own employee Deferral Contributions and earnings in the Plan.

A one-year break in service occurs when you have less than one hour of service in the twelve consecutive month period beginning with the earlier of the day your employment terminates or the 12 month anniversary of the date on which you are otherwise first absent from service. Notwithstanding the above, if you are absent from work due to a maternity or paternity leave, then the 12-consecutive month period beginning on the first anniversary of the first date of that absence will not be a one-year break in service, and if you are absent from work due to a leave of absence under the Family and Medical Leave Act, no 12-consecutive month period beginning on the first anniversary of the first date of that absence, and subsequent anniversaries, during which the absence continues, will be a one-year break in service, provided you return to work following the leave.

When any period of absence is due to military service entitling you to reemployment rights under federal law and you return to work at the Employer or a Related Employer following that absence, there will be no break in service and you will be credited with service for the entire period of that absence.

If you were a Participant when you terminated your employment and are re-employed by your Employer, then you will again become a Participant on the date you complete one hour of service. Your period of employment before you were rehired is referred to as your pre-break service. Your period of employment after you were rehired is referred to as your post-break service. If you are re-employed after incurring five consecutive one-year breaks in service then your post-break service will not count in determining your vesting percentage in your pre-break Account balance. Your post-break service will count in determining your vesting percentage in your pre-break Account balance and any forfeited amounts will be restored to your Account if:

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

Example: Assume you terminate employment with your Employer in 2025 with an Account balance of $3,000, of which $2,800 is vested. You elect to receive a lump sum distribution of your vested Account balance. The remainder, or $200, is forfeited in 2025. If you are rehired on January 1, 2026 and repay the $2,800 distribution prior to January 1, 2031, the $200 previously forfeited will be restored to your Account. Additionally, your service after January 1, 2026 is counted toward vesting your pre-break Account balance of $3,000.

VI. IN SERVICE WITHDRAWALS AND LOANS

You may contact Fidelity to take a withdrawal or loan from the Plan. The amount of any taxable withdrawal other than the return of your after-tax contributions that is not rolled over into an Individual Retirement Account or another qualified employer retirement plan will be subject to 20% federal tax withholding and applicable state income taxes. A 10% Internal Revenue Code early withdrawal penalty tax may apply to the amount of your withdrawal if you are under the age of 59½ and do not meet one of the Internal Revenue Code exceptions. For information regarding the taxation of amounts attributable to Roth contributions, see the Distribution of Benefits section of the SPD.

The following types of withdrawals are available under the Plan:

A. Hardship Withdrawals

As an Employee, you may apply to withdraw certain contributions to satisfy specific and heavy financial needs. In accordance with Internal Revenue Service regulations, you must first exhaust all other assets reasonably available to you

prior to obtaining a hardship withdrawal. This includes obtaining any in-service withdrawal(s) available from your Account. Your hardship application may be made directly through Fidelity and is generally subject to an electronic approval process. You will be required to provide information specific to the hardship reason selected; you must retain documentation required to substantiate your hardship as the Plan reserves the right to request copies of such documentation. The minimum hardship withdrawal is $500. Hardship withdrawals will be subject to the 10% nonperiodic income tax withholding rate unless you elect out of the withholding.

If you qualify, you may apply for a hardship withdrawal to satisfy the following needs: (1) medical expenses for you, your spouse, children, dependents or a primary beneficiary designated by you under the Plan; (2) the purchase of your principal residence; (3) to prevent your eviction from, or foreclosure on, your principal residence; (4) to pay for post-secondary education expenses (tuition, related educational fees, room and board) for you, your spouse, children, dependents or a primary beneficiary designated by you under the Plan for the next twelve months; (5) to make payments for burial or funeral expenses for your deceased parent, spouse, child, dependent or a primary beneficiary designated by you under the Plan; (6) to pay expenses for the repair of damage to your principal residence that would qualify for the casualty deduction under Section 165 of the Internal Revenue Code (without regard to whether your residence is located in a Federal Emergency Management Agency (FEMA) declared disaster area as described in section 165(h)(5) or whether the loss exceeds 10% of adjusted gross income); (7) expenses and losses (including loss of income) you incurred on account of a disaster declared by FEMA, provided that your principal residence or principal place of employment at the time of the disaster was located in an area designated by FEMA for individual assistance with respect to the disaster; or any other immediate and heavy financial need as determined based on Internal Revenue Service regulations.

Contributions available to withdraw under the terms of this section are:

- Employee Deferral Contributions (including both pretax and Roth deferral contributions if available in the Participant's Account)

B. Withdrawals After Age 59½

If you have reached age 59½, then you may elect to withdraw all or a portion of your entire vested Account while you are still employed by your Employer.

C. Withdrawals After Age 70½

Starting in the calendar year in which you reach age 70½, you may elect to receive distributions calculated in the same manner as Required Minimum Distributions. For more information, please refer to the paragraph so entitled under the Distributable Events subsection of this SPD's section on Distribution of Benefits below.

D. Withdrawals After Normal Retirement Age

You may elect to withdraw your vested Account balance after you reach the Plan's normal retirement age, 65, or delay it until you retire. In any event, by law certain contributions including employee deferral, qualified matching, safe harbor matching, qualified nonelective, and safe harbor nonelective contributions generally cannot be withdrawn prior to age 59½.

E. Withdrawals of After-Tax Contributions

If you have previously made after-tax contributions then you may elect to withdraw all or a portion of your contributions. There is no limit on the number of withdrawals of this type.

F. Withdrawals of Rollover Contributions

If you have a balance in your rollover contributions Account, you may elect to withdraw all or a portion of it. There is no limit on the number of withdrawals of this type.

G. Other Withdrawals

In service withdrawals from these specified Accounts shall be available to you if you satisfy the applicable requirements: Former Participants in the Buy.com, Inc. 401(k) Plan shall be entitled to receive a distribution of all or any portion of their Deferral Contribution, Matching Employer Contribution, and Nonelective Employer Contribution Accounts upon disability. Solely for the purpose of this distribution, disability shall be the inability to engage in any substantial, gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months

H. Qualified Reservist Distribution

If you have been called to active military duty for more than 179 days or for an indefinite period, you may elect to withdraw your Deferral Contributions during your active duty period. The withdrawal will not be subject to the 10% early withdrawal penalty tax. You may also elect to repay the distribution to an IRA within two years after the end of your active duty period.

I. Active Military Distribution

If you are performing Qualified Military Service for a period of greater than 30 days, you may elect to withdraw your Deferral Contributions and Qualified Nonelective Contributions during your active duty period. You will be suspended from making any contributions for 6 months following the distribution and the withdrawal may be subject to the 10% early withdrawal penalty tax.

J. Roth In-Plan Conversion: Distributable Amounts

You may elect to have certain vested assets converted to be considered designated Roth contributions for Plan purposes. Only assets eligible for rollover distribution may be converted. Tax implications (including those triggered by early distribution) inherent to designated Roth balances, as well as any other restrictions on in-service withdrawals under the Plan, will apply to the converted assets.

K. Roth In-Plan Conversion: Non-distributable Amounts

Unless you have terminated employment, you may elect to have certain vested (but not otherwise distributable assets) held on a pre-tax basis converted to be considered designated Roth contributions for Plan purposes. Tax implications (including those triggered by early distribution) inherent to designated Roth balances, as well as any other restrictions on in-service withdrawals under the Plan, will apply to the converted assets. Sub-accounts available for this transaction:

- Employee Deferral
- Match - Discretionary

L. Participant Loans

Loans from your vested Account balance shall be made available to all qualifying Participants on a reasonably equivalent basis. Loans are not considered distributions and are not subject to Federal or state income taxes, provided they are repaid as required. While you do have to pay interest on your loan, both the principal and interest are deposited in your Account. You can obtain more information about loans in the Plan's Loan Procedures supplied by the Plan Administrator (attached at the end of this SPD).

VII. ADDITIONAL BENEFITS

The plan has the following additional benefits from the Protected Benefits Addendum of the Adoption Agreement:

Participants of the Chatter Commerce Inc. 401(K) Plan who merged in 05/15/2018 will have a normal retirement age of 59½.

VIII. DISTRIBUTION OF BENEFITS

A. Eligibility For Benefits

A distribution can be made to you if you request one due to your disability, retirement or termination of employment from all employers participating in the Plan (and any related employers). Your Beneficiary or Beneficiaries may request a distribution of your vested Account balance in the event of your death. The value of your Account balance will continue to increase or decrease, as appropriate, based on the investment returns until it is distributed.

You may defer receipt of your distribution until a later date. However, you cannot postpone it if your vested Account balance is $7,000 or less in which case the Plan Administrator will direct the Trustee that any Account exceeding $1,000 be distributed to an Individual Retirement Account or Annuity ("IRA") for your benefit. If your vested Account balance is $1,000 or less, the Plan Administrator will direct the Trustee to distribute it to you as a lump sum distribution without your consent. Prior to such distribution you have the right to request that the amount be distributed directly to you as a lump sum payment or to request that it be rolled-over to a different IRA provider or another retirement plan eligible to receive rollover contributions.

If you fail to request a different treatment of an automatic distribution under the Plan's Cash-Out Provision, your distribution will be paid over to an IRA provider chosen by the Plan Administrator and invested in a product designed to preserve the principal of that distribution while still providing a reasonable rate of return and preserving liquidity. The fees assessed against this newly established IRA by its provider will be paid by the participant.

If you have questions regarding the Plan's automatic rollover rules, the Plan's IRA provider for automatic rollovers, or the fees and expenses applicable to the automatic rollover IRA, please contact the Plan Administrator. Your consent will be required for any distribution if your vested Account balance is greater than $7,000.

You should consult with your tax advisor to determine the financial impact of your situation before you request a distribution. You may apply for a distribution by contacting Fidelity. Most distributions have been pre-approved by the Plan Administrator.

B. Distributable Events

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

1. Death

If you are a Participant in the Plan and die, your vested Account balance, if any, will be paid to your designated Beneficiary or Beneficiaries. If you are an Employee of your Employer or a related employer at the time of your death, your Account balance will automatically become 100% vested. Also, if you are a Participant in the Plan and die while performing Qualified Military Service, then your Account balance will become 100% vested. You may designate a Beneficiary or Beneficiaries online through the Fidelity website, however, if you are married and want to designate someone other than your spouse as your primary Beneficiary, you must print a form from the website and your spouse must consent to this designation by signing the form. His/her signature must be witnessed as described on the form.

2. Disability

If you meet the definition of Disability under the Plan while you are employed by your Employer or a related employer and then terminate your employment, you will become 100% vested in your Account balance if you are not already fully vested. You may request a distribution of your Account balance only if you terminate your employment with your Employer or related employer.

3. Retirement

If you are an Employee of your Employer or a related employer at the time you attain your normal retirement age of 65 (or age 59½ for participants of the Chatter Commerce Inc. 401(K) Plan who merged in 05/15/2018), to the extent that your Account is not already 100% vested it will automatically become 100% vested.

4. Required Minimum Distributions

You are required by law to receive a Required Minimum Distribution (RMD) from the Plan, unless you are a more than five percent owner of the Employer, no later than April 1 of the calendar year following the calendar year you turn the RMD age or terminate your employment, whichever is later. If you are a more than five percent owner of the Employer, you must start receiving your distribution no later than April 1 of the calendar year following the calendar year you turn the RMD age. Once you start receiving your RMD, you should receive it at least annually until all assets in your Account are distributed. The RMD age varies based on your date of birth: age 70½ (if you were born before July 1, 1949), age 72 (if you were born after June 30, 1949), or after age 73 (if you were born on or after January 1, 1951).

5. Termination of Employment

Generally, if you terminate your employment with all employers participating in the Plan and their related employers, you may elect to receive a distribution of your vested Account balance from the Plan.

C. Form of Payments

1. Lump Sum Distributions

Your entire vested Account balance will be paid to you in a single distribution or other distribution that you elect.

a. Non-rollover Distribution

Any distribution paid directly to you will be subject to mandatory Federal income tax withholding of 20% of the taxable distribution and the remaining amount will be paid to you. You cannot elect out of this tax withholding but you can avoid it by electing a direct rollover distribution as described below. This withholding is not a penalty but a prepayment of your Federal income taxes.

Subject to certain exceptions (for example, with respect to a distribution of excess Deferral Contributions to Highly Compensated Employees due to nondiscrimination test results), the entire amount of your Account under the Plan attributable to Roth contributions will be distributed to you free from Federal income tax (including the earnings portion) if the distribution occurs after the five taxable year period beginning with the first taxable year you made a designated Roth contribution to the Plan (or to a plan you previously participated in, if earlier, if amounts attributable to those previous Roth contributions were directly rolled over to this Plan), provided the distribution is also made:

- On or after you attain age 59 ½ or
- To your beneficiary (or estate) on or after your death; or
- Pursuant to your being disabled.

You may rollover the taxable distribution you receive to an Individual Retirement Account (IRA) or your new employer's qualified plan, if it accepts rollover contributions and you roll over this distribution within 60 days after receipt. You will not be taxed on any amounts timely rolled over into the IRA or your new employer's qualified plan until those amounts are later distributed to you. Any amounts not rolled over may also be subject to certain early withdrawal penalties prescribed under the Internal Revenue Code.

b. Direct Rollover Distribution

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

(1) Rollover to Fidelity IRA - Once you have set up a Fidelity Rollover IRA account, you may request that your vested Account balance be transferred to that account.

(2) Rollover to Non-Fidelity IRA - A check will be issued by the Trustee payable to the IRA custodian or trustee for your benefit. The check will contain the notation 'Direct Rollover' and it will be mailed directly to you. You will be responsible for forwarding it on to the custodian or trustee.

(3) Rollover to your New Employer's Qualified Plan – You should check with your new employer to determine if its plan will accept rollover contributions. If allowed, then a check will be issued by the Trustee payable to the trustee of your new employer's qualified plan. The check will contain the notation 'Direct Rollover' and it will be mailed directly to you. You will be responsible for forwarding it on to the new trustee.

c. Combination Non-rollover Distribution and Direct Rollover

You may request that part of your distribution be paid directly to you and the balance rolled into an IRA, your new employer's retirement plan, or a 403(a) annuity.

You will pay income tax on the amount of any taxable distribution you receive from the Plan unless it is rolled into an IRA or your new employer's qualified plan. A 10% IRS premature distribution penalty tax may also apply to your taxable distribution unless it is rolled into an IRA or another qualified plan. The 20% Federal income tax withheld under this section may not cover your entire income tax liability. In the case of a combination distribution, if any portion of the eligible rollover distribution consists of after-tax contributions, the amount paid directly to you will be considered to consist completely of after-tax contributions before any after-tax contributions are attributed to the portion paid as a direct rollover. Consult with your tax advisor for further details.

2. Partial Withdrawals following Termination of Employment

Withdrawals of any portion of your vested balance will be available to you after you have terminated your employment.

IX. MISCELLANEOUS INFORMATION

A. Benefits Not Insured

Benefits provided by the Plan are not insured or guaranteed by the Pension Benefit Guaranty Corporation under Title IV of the Employee Retirement Income Security Act of 1974 because the insurance provisions under ERISA are not applicable to this particular Plan. You will only be entitled to the vested benefits in your Account based upon the provisions of the Plan and the value of your Account will be subject to investment gains and losses.

B. Attachment of Your Account

Your Account may not be attached, garnished, assigned or used as collateral for a loan outside of this Plan except to the extent required by law. Your creditors may not attach, garnish or otherwise interfere with your Account balance except in the case of a proper Internal Revenue Service tax levy or a Qualified Domestic Relations Order (QDRO). A QDRO is a special order issued by the court in a divorce, child support or similar proceeding. In this situation, your spouse, or former spouse, or someone other than you or your Beneficiary, may be entitled to a portion or all of your Account balance based on the court order. Participants and Beneficiaries can obtain, without a charge, a copy of QDRO procedures either by accessing the qdro.fidelity.com website, or by calling Fidelity. A fee will be assessed for each new QDRO order, please reference the QDRO procedures documentation for a description of the fee.

C. Plan-to-Plan Transfer Of Assets

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

D. Plan Amendment

The Plan Sponsor reserves the authority to amend certain provisions of the Plan by taking the appropriate action. However, any amendment may not eliminate certain forms of benefits under the Plan or reduce the existing vested percentage of your Account balance derived from Employer contributions.

E. Plan Termination

The Employer has no legal or contractual obligation to make annual contributions to or to continue the Plan. The Plan Sponsor reserves the right to terminate the Plan at any time by taking appropriate action as circumstances may dictate. In the event the Plan should terminate, each Participant affected by such termination shall have a vested interest in his Account of 100 percent. The Plan Administrator will facilitate the distribution of Account balances in single lump sum payments to each Participant in accordance with Plan provisions until all assets have been distributed by the Trustee. Upon termination, and to the extent that your Account is not already 100% vested, your Account will automatically become 100% vested.

F. Interpretation of Plan

The Plan Administrator has the power and discretionary authority to construe the terms of the Plan based on the Plan document, existing laws and regulations and to determine all questions that arise under it. Such power and authority include, for example, the administrative discretion necessary to resolve issues with respect to an Employee's eligibility for benefits, credited services, and retirement, or to interpret any other term contained in Plan documents. The Plan Administrator's interpretations and determinations are binding on all Participants, Employees, former Employees, alternate payees and Beneficiaries.

G. Electronic Delivery

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

X. INTERNAL REVENUE CODE TESTS

A. Non-Discrimination Tests

The Plan must pass applicable Internal Revenue Code non-discrimination tests as of the last day of each Plan Year to maintain a qualified plan. These tests are intended to ensure that the amount of contributions under the Plan do not discriminate in favor of Highly Compensated Employees. In order to meet the tests, your Employer encourages participation from all eligible Employees. Depending upon the results of the tests, the Plan Administrator may have to refund Deferral Contributions contributed to the Plan and/or vested matching contributions to certain Highly Compensated Employees, as determined under Internal Revenue Service regulations. You will be notified by the Plan Administrator if any of your contributions will be refunded to you.

In the event that the Plan Administrator distributes amounts attributable to excess Deferral Contributions to Highly Compensated Employees as a result of the non-discrimination test applicable to Deferral Contributions, a Highly Compensated Employee who made both pre-tax and Roth Deferral Contributions during the applicable year will first receive a return of amounts attributable to Pre-tax Deferral Contributions to the extent the Highly Compensated Employee made pre-tax Deferral Contributions during the applicable Plan Year. The remainder of any such distribution will come from amounts attributable to the Roth Deferral Contributions the Highly Compensated Employee made during the applicable Plan Year. The Plan may be subject to additional types of non-discrimination testing depending upon the benefits available under the Plan.

B. Top Heavy Test

The Plan may be subject to the Internal Revenue Code "top-heavy" test. In that circumstance, the Plan Administrator tests this Plan, together with any qualified plan (or portion of a plan) sponsored by the Employer (or any related employer) that cover one or more key employees, to ensure that no more than 60% of the benefits are for key employees. If this Plan is top-heavy, then your Employer may be required to make a minimum annual contribution on your behalf to this, or another qualified plan sponsored by the Employer (or any related employer), if you are employed as of Plan Year-end. If you contributed to this plan, you will be vested for these contributions in accordance with the vesting shown for nonelective contributions within the Vesting section of this SPD.

XI. PARTICIPANT RIGHTS

A. Claims

1. Claims Procedures

A participant or beneficiary may make a claim for benefits under the Plan. Any such claim you file must be submitted to the Plan Administrator in a form and manner acceptable to the Plan Administrator. Contact the Plan Administrator for more information. Generally, the Plan Administrator will provide you with written notice of the disposition of your claim within 90 days after receipt of your claim. If the Plan Administrator determines that special circumstances require an extension of time to process your claim, the Plan Administrator will furnish written notice of the extension to the claimant prior to the expiration of the initial 90-day period. In no event shall such extension exceed a period of 90 days from the end of the initial period the Plan Administrator had to dispose of your claim. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which the Plan expects to render the benefit determination. In the event the claim is denied, the Plan Administrator will disclose to you in writing the specific reasons for the denial, a reference to the specific provisions of the Plan on which the determination is based, a description of additional material or information necessary for the claimant to perfect the claim and an explanation of why it is required, and information about the steps that must be taken to submit a timely request for review, including a statement of your right to bring a civil action under Section 502(a) of ERISA following an adverse determination upon review.

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

You may appeal the denial of your claim made under the procedures described above within 60 days after the date following your receipt of notification of the denied claim by filing a written request for review with the Plan Administrator. This written request may include comments, documents, records, and other information relating to your claim for benefits. You shall be provided, upon your request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits. The review will take into account all comments, documents, records, and other information submitted by you relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination. Generally, the Plan Administrator will provide you with written notice of the disposition of your claim on review within 60 days after receipt of your appeal. If the Plan Administrator determines that special circumstances require an extension of time to process your claim, the Plan Administrator will furnish written notice of the extension to the claimant prior to the expiration of the initial 60-day period. In no event shall such extension exceed a period of 60 days from the end of the initial period the Plan Administrator had to dispose of your claim. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which the Plan expects to render the benefit determination. In the event the claim on review is denied, the Plan Administrator will disclose to you in writing the specific reasons for the denial, a reference to the specific provisions of the Plan on which the determination is based, and a statement of your right to bring a civil action under Section 502(a) of ERISA.

The Plan Administrator shall provide you with written notification of the Plan's benefit determination on review. In the case of an adverse benefit determination, the notification shall set forth, in a manner calculated to be understood by you

– the specific reason or reasons for the adverse determinations, reference to the specific Plan provisions on which the benefit determination is based, a statement that you are entitled to receive, upon your request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits.

B. Statement of ERISA Rights

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

1. Receive Information About Your Plan and Benefits

- Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated SPD. The Plan Administrator may make a reasonable charge for the copies.
- Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each Participant with a copy of this Summary Annual Report each year.
- Obtain a statement telling you the fair market value of your vested, accrued benefit, as of the date for which the benefits are reported, if you stop working under the Plan now. If you do not have a right to a benefit under the Plan, the statement will tell you how many more years you have to work to get a right to a benefit. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The Plan must provide the statement free of charge.

2. Prudent Actions by Fiduciaries

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

3. Enforce Your Rights

Subject to the time limitation described below, if your claim for a benefit under the Plan is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. The Plan's agent for legal service of process in the event of a lawsuit is the Plan Administrator.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in Federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim frivolous.

4. Assistance with Your Questions

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

also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

C. When to Bring an Action in Court

You may file a lawsuit regarding the denial of an appeal after following the claims and review procedures above. You must file any lawsuit within 12 months after the date the Plan Administrator issued its final decision on an appeal. If you do not file a claim or exhaust the claims review process for any reason, any lawsuit must be filed within 12 months of the date of the conduct at issue in the lawsuit (which includes, among other things, the date you became entitled to any Plan benefits at issue in the lawsuit). If you fail to file a lawsuit within these timeframes, you will lose your right to bring the lawsuit at any later time. You may also be prohibited from presenting evidence in any lawsuit that was not timely presented to the Plan Administrator as part of the claims and review procedures described above.

XII. SERVICES AND FEES

Fees and expenses charged under your Account will impact your retirement savings and fall into three basic categories. *Investment fees* are generally assessed as a percentage of assets invested, and are deducted directly from your investment returns. Investment fees can be in the form of sales charges, loads, commissions, 12b-1 fees, or management fees. Certain of these Investment fees may not apply depending upon the funds and share classes available in the Plan. You can obtain more information about such fees from the documents (e.g., a prospectus) that describe the investments available under your Plan. *Plan administration fees* cover the day-to-day expenses of your Plan for recordkeeping, accounting, legal and trustee services, as well as additional services that may be available under your Plan, such as daily valuation, telephone response systems, internet access to plan information, retirement planning tools, and educational materials. In some cases, these costs are covered by investment fees that are deducted directly from investment returns. In other cases, these administrative fees are either paid directly by your Employer, or are passed through to the participants in the Plan, in which case a recordkeeping fee will be deducted from your Account. *Transaction-based fees* are associated with withdrawals, other transactions, or optional services offered under your Plan, and are charged directly to your Account if you take advantage of a particular plan feature that may be available. For more information on fees associated with your Account, refer to your Account statement or contact the Plan Administrator.

The information contained herein has been provided by the Plan Administrator.

LOAN PROCEDURES FOR Rakuten USA 401(k) Plan

1. Loan Application

You may apply for a loan by contacting Fidelity. You may apply for only one loan each calendar year. Loans (except loans for the purchase of a principal residence) have been pre-approved by the Plan Administrator based on data supplied by the Plan Sponsor and the criteria outlined in these Loan Procedures. Loans will be allowed for any purpose. A loan set up fee of $75 will be deducted from your Account for each new loan processed. An annual loan maintenance fee of $25 will be deducted from your Account for each loan.

2. Loan Amount

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

3. Number of Loans

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

4. Interest Rate

All loans shall bear a reasonable rate of interest as determined by the Plan Administrator based on the prevailing interest rates charged by persons in the business of lending money for loans which would be made under similar circumstances. The interest rate shall remain fixed throughout the duration of the loan.

5. Loan Repayments and Loan Maturity

Repayment should be made through after-tax payroll deductions; however, if repayment is not made by payroll deduction, a loan shall be repaid in accordance with procedures provided by your Plan Administrator. All loans must be repaid in level payments on at least a quarterly basis over no more than a five year period unless it is for the purchase of your principal residence in which case the loan repayment period may not extend beyond 10 years from the date of the loan. The level repayment requirement may be waived for a period of one year or less if you are on a leave of absence, however, your loan must still be repaid in full on the maturity date. If you are on a military leave of absence, the repayment schedule may be waived for the entire length of the time missed on leave. Your loan will accrue interest during this time, and upon return from a military leave of absence, your loan will be re-amortized to extend the length of the loan by the length of the leave. If a loan is not repaid within its stated period, it will be treated as a taxable distribution to you.

6. Default

The Plan Administrator shall consider a loan in default if a scheduled repayment remains unpaid as of the last business day of the calendar quarter following the calendar quarter (end of the "cure period" for that payment) in which that payment was initially due or if there is any outstanding balance at the end of the cure period for the last schedule payment date. Any payment made will be first applied to the oldest outstanding payment. In the event of a default, the entire outstanding principal and accrued interest shall be immediately due and payable. If you terminate your employment, you may continue to repay your loan through recurring ACH repayments. If your termination of employment results from a corporate action on the part of your employer and you remain performing the same job after that corporate action, within 60 days of your termination of employment you may request that the Plan Administrator roll over your loan to your new employer's retirement plan (if such new plan will accept your loan roll over). Any default in repayment to the Plan will result in the treating of the balance due for your loan as a taxable distribution from the Plan.

The information contained herein has been provided by the Plan Administrator.