

## HTC America, Inc. 401(k) Plan

This notice provides important information relating to your participation in the HTC America, Inc. 401(k) Plan (the "Plan") for the plan year beginning January 1, 2021. For further information about the Plan, please review the Plan's Summary Plan Description (SPD).

## Automatic Enrollment

This Plan includes a feature known as an Automatic Contribution Arrangement ("ACA"). The ACA provisions of the Plan allow that if you have met the eligibility requirements and do not make a deferral election prior to the first payroll processed after you become eligible, your Employer will automatically withhold 4% of your compensation from your pay each payroll period and contribute that amount to the Plan as a salary deferral.

The automatic enrollment provisions apply to newly eligible participants and Rehires. The automatic contribution will be effective as soon as administratively feasible, approximately 30 days following the date of hire. No later than the third pay date.

### If you do not want to contribute or if you'd like to contribute at a different rate:

If you do not wish to have automatic deferrals withheld from your pay or if you want to change the amount withheld, you must make an election on the participant website at [www.yourplanaccess.net/nwps/](http://www.yourplanaccess.net/nwps/).

### Changing your deferral rate after enrollment:

You may stop deferring at any time. You may change the amount you are contributing once each . These changes can be implemented by requesting the change on the participant website at [www.yourplanaccess.net/nwps/](http://www.yourplanaccess.net/nwps/).

## Eligibility Conditions

Employees of the Plan Sponsor are eligible to elect to make pre-tax and/or Roth contributions to the Plan. Participation starts immediately following or coinciding with the date that the eligibility provisions are met. Previously eligible employees who are re-hired will begin participation as of their date of re-hire.

Review your SPD for more details on meeting the eligibility requirements to confirm if you are eligible to make elective deferrals. There may be certain categories of employees excluded from participation. The SPD will also outline the type of compensation eligible to be deferred into the Plan.

## Elective Deferrals

Prior to your eligibility date, upon re-hire or any date following your eligibility date, you have the ability to elect to defer between 1% and 100% of your compensation to the Plan, up to a specific dollar amount set by the IRS. Participants who have attained age 50 before the close of the calendar year may be eligible to make catch-up contributions above and beyond the applicable limit.

You may make or change your deferral election by requesting the change or enrolling on the participant website at [www.yourplanaccess.net/nwps/](http://www.yourplanaccess.net/nwps/).

Once you make a deferral election, you can stop your deferrals at any time. You may change or re-start your deferral election once each .

The plan sponsor may establish additional rules you will need to follow when making your deferral election. Your deferral election is only effective for compensation you have not received yet. The plan sponsor may also reduce or totally suspend your election if they determine that your election may cause the Plan to fail to satisfy any of the requirements of the Internal Revenue Code.

## Safe Harbor Contribution

The plan administrator intends the Plan to be a safe harbor plan. One of these requirements is a minimum level of employer contributions to the Plan. The Plan may be amended during the plan year to reduce or suspend the safe harbor contributions. The reduction or suspension will not apply until at least 30 days after you are provided notice of the reduction or suspension.

The eligibility requirements to receive a Safe Harbor contribution are the same as outlined in the "Eligibility Conditions" paragraph above.

If you meet the eligibility requirements for the Plan Year, the Employer will contribute a safe harbor matching contribution equal to 100% of your deferrals up to 4% of your compensation.

## Vesting

Vesting refers to the amount of money you have in the Plan that you have a non-forfeitable right to receive. You are always 100% vested in your elective deferrals pre-tax and Roth, safe harbor contributions, and rollover contributions (if applicable).

Other deposits (if made) are subject to the following vesting schedule:

You are immediately 100% vested.

Review your Summary Plan Description for the section on "Vesting" for more information about vesting and how it is calculated.

## Distributions

The Plan and law impose restrictions on when you may receive a distribution from the Plan. You generally may not withdraw from your account except when one of the following events occurs: separation from service with the Employer, death or disability. The plan allows in-service withdrawals at age 59 ½. The plan allows withdrawals in the event of hardship (see your SPD for the definition of "hardship"). You may withdraw your rollover contributions at any time.

Additionally, the Plan allows loans secured by your plan account. Request a copy of the loan policy for additional information.

See the SPD for more details on how and when benefits are paid. At the time you are entitled to receive a distribution, the Plan Administrator will provide you with a notice explaining the rules regarding the taxation of the distribution.

## Plan Investments

All participants, including those who are automatically invested in a designated default option, have the right to direct how their account balance will be invested from among the different investment options offered under the Plan. You may make investment elections and balance reallocations via the Plan's website at [www.yourplanaccess.net/nwps/](http://www.yourplanaccess.net/nwps/) or via the voice response system at (877) 410-9984 (plan provider extension: 6789) at any time. Some investment options may charge a fee and/or limit your ability to reinvest in the investment option if you reallocate your balance too frequently; you can review this information on the Plan's website.

If you do not choose an investment option, your contributions will be invested in the Qualified Default Investment Alternative (QDIA). The Plan Sponsor has chosen the T. Rowe Price Retirement Date Funds as the default investment for the Plan. See detailed information about your options in the accompanying QDIA Notice.

## Employer's Right to Amend or Terminate

Pursuant to the terms of the Plan, the Employer has the right, at any time, to amend or terminate the Plan. Termination of the Plan will result in the discontinuance of all contributions to the Plan (including the safe harbor contribution) with respect to any compensation you receive after the effective date of termination. Amendments to the Plan may result in the

discontinuance of all contributions to the Plan (including the safe harbor contribution) with respect to any compensation you receive after the effective date of the amendment. Amendment to or termination of the Plan will not affect your right to receive any contributions you have accrued as of the effective date of the amendment or termination.

## For Further Information

A copy of the SPD as well as plan forms referenced in this document can be downloaded from the Plan website at [www.yourplanaccess.net/nwps/](http://www.yourplanaccess.net/nwps/) by going to the Forms and Reports Tab on the Main Menu. Alternatively, you can contact our customer service center at 888-700-0808. If you have additional questions regarding your rights or obligations under the Plan, please contact:

Contact information:

Ariana Poltz  
308 Occidental Ave South  
Suite 300  
Seattle, Washington 98104

[ariana.poltz@htc.com](mailto:ariana.poltz@htc.com)