

BORGWARNER INC.

RETIREMENT SAVINGS PLAN

(Amended and Restated Effective January 1, 2022, Except as Otherwise Provided Herein)

BORGWARNER INC.
 RETIREMENT SAVINGS PLAN

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BORGWARNER INC.

RETIREMENT SAVINGS PLAN

BorgWarner Inc., a Delaware corporation, has established the BorgWarner Inc. Retirement Savings Plan (“plan”). The plan is amended and restated as set forth in this document.

ARTICLE 1

ESTABLISHMENT OF PLAN AND TRUST

1.1 Establishment of Plan.

This defined contribution plan has been established by the Corporation for the exclusive benefit of Eligible Employees and their beneficiaries.

- (a) **Corporation.** “Corporation” means BorgWarner Inc.
- (b) **Company.** “Company” means the Corporation and its plants, subsidiaries, joint ventures and affiliates which have adopted this plan, and any other employer that later adopts this plan.
- (c) **Plan History.** The history of participation in the plan and the plan document is described in Supplements III and IV to the plan.
- (d) **Adoption by Another Employer.** Adoption of this plan by another employer shall be effective as of the date approved and specified in writing by the Committee and by the adopting employer. In approving adoption of this plan by the adopting employer, the Committee may specify special eligibility rules, entry dates, or prior service credits for eligible employees of the adopting employer. The Committee and the adopting employer may limit participation to, or exclude from participation, employees of any division, facility, subsidiary, or other economic or administrative unit of the adopting employer. Adoption of this plan by an employer other than BorgWarner Inc. shall not create a separate plan.
 - (i) **Administration and Delegation.** For purposes of administration of this plan, including without limitation, amendment and termination and any action deemed necessary or appropriate to maintain the qualified tax-exempt status of this plan and trust, “Company” means only BorgWarner Inc. Each adopting employer, including any employer that is not a Related Employer, delegates to the Committee full authority to exercise all duties and powers of the Company and the Committee in the administration of this plan, including the power to amend the plan and to terminate the plan on behalf of all adopting employers.
 - (ii) **Amendment.** Except as expressly stated otherwise in the amendment, any amendment adopted by the Corporation, by action of the Committee, applies to and is binding on all adopting employers. An adopting employer who is not a Related Employer may amend a provision of this plan with respect to its own employees only if the Corporation, by action of the

Committee, consents to the amendment and the Committee and the adopting employer both adopt the amendment.

(iii) **Termination**. The Corporation may terminate this plan with respect to one or more or all adopting employers at any time. An adopting employer may discontinue Company Contributions and terminate its participation in this plan with respect to its employees as of a date approved and specified in writing by the Corporation and the adopting employer.

(iv) **Multiple Employer Plan**. For any period during which an adopting employer is not a Related Employer, this plan will be a multiple employer plan and the following provisions will apply.

(A) **Treated as Single Employer**. All adopting employers shall be treated as single employer for the following purposes:

(1) **Service**. Hours of Service earned in employment with any employer participating in this plan count for all purposes under this plan; and

(2) **Annual Additions Limit**. A Participant's Annual Additions and Section 415 Compensation from all adopting employers shall be aggregated for purposes of determining compliance with the limitation on Annual Additions under Section 5.5.

(B) **Treated as Separate Employer**. Each adopting employer who is not a Related Employer shall be treated as a separate employer for the following purposes:

(1) **Funding and Deductions**. Determination of the amounts of and applicable limitations on the Compensation of its own employees and on its Company Contributions and deductions of Company Contributions;

(2) **Top-Heavy**. Determination of top-heavy status and application of the top-heavy requirements under Article 14; and

(3) **Coverage and Nondiscrimination**. Determination of Highly Compensated Employees and compliance with Code Sections 410(b) and 401(a)(4), including compliance with the ADP and ACP Limits.

1.2 Trust Fund.

Plan assets shall be held in trust and administered under the terms of this plan and the Trust Agreement. The Trust Fund shall be established and operated for the exclusive benefit of Participants and their beneficiaries and may not be diverted to other purposes, except that trust assets may be used to pay reasonable expenses of administration.

(a) **Trust Agreement**. "Trust Agreement" means the BorgWarner Inc. Retirement Savings Master Trust Agreement, as amended from time to time. The Trust Agreement constitutes a part of this plan. The provisions of this plan control in any case where there is an inconsistency or ambiguity between the terms of this plan and the terms of the Trust Agreement.

(b) **Trust Fund.** “Trust Fund” means the fund established under the Trust Agreement. It is intended that the Trust Fund be qualified under Code Section 501(a).

(c) **Trustee.** “Trustee” means the individuals, bank or trust company that the Committee appoints to serve as the Trustee under the Trust Agreement. The duties and rights of the Trustee shall be governed by the Trust Agreement.

1.3 Compliance With Law.

This benefit program is intended to continue a qualified retirement plan and trust under the Internal Revenue Code of 1986 (“Code”) and the Employee Retirement Income Security Act of 1974 (“ERISA”), as amended, and all applicable Regulations issued under the Code and ERISA (“Regulations”).

1.4 Effective Dates of Plan Provisions.

“Effective Date” of this restated plan means January 1, 2022, unless a provision specifies a different effective date. Each plan provision applies from its effective date until the effective date of an amendment.

1.5 Application to Inactive and Former Participants.

An amendment to this plan shall apply to former Participants and to Participants who are not Eligible Employees on the effective date of the amendment only if it amends a provision of the plan that continues to apply to those Participants or only to the extent it expressly states that it is applicable. Except as specified in the preceding sentence, if a Participant is not an Eligible Employee on the effective date of an amendment, the amendment shall not become applicable to the Participant unless the Participant has an Hour of Service as an Eligible Employee after the effective date of the amendment.

1.6 Merger of Plans.

Effective as of January 1, 2013, the BorgWarner MorseTEC Inc., Ithaca Plant Retirement Savings Plan (“Ithaca Hourly RSP”) shall be merged into this plan. All assets and liabilities of the Ithaca Hourly RSP shall be held with the assets and liabilities of this plan in the Trust Fund, and all benefits payable under the Ithaca Hourly RSP shall be paid from the assets and liabilities of this plan in the Trust Fund. The history of prior plan mergers is described in Supplement III.

Effective as of 11:59 pm on December 31, 2016, the Remy International, Inc. 401(k) Retirement and Savings Plan (“Remy Savings Plan”) shall be merged into this plan. All assets and liabilities of the Remy Savings Plan shall be held with the assets and liabilities of this plan in the Trust Fund, and all benefits payable under the Remy Savings Plan shall be paid from the assets and liabilities of this plan in the Trust Fund. Section 5.1(a)(iv) describes the additional plan accounts established to accept amounts transferred to this plan from the Remy Savings Plan pursuant to Section 4.9(a)(i).

Effective as of 11:59 pm on December 31, 2020, the Delphi Technologies Salaried Retirement Savings Program (“Delphi Savings Plan”) shall be merged into this plan. All assets

and liabilities of the Delphi Savings Plan shall be held with the assets and liabilities of this plan in the Trust Fund, and all benefits payable under the Delphi Savings Plan shall be paid from the assets and liabilities of this plan in the Trust Fund. Section 5.1(a)(iv) describes the additional plan account established to accept amounts transferred to this plan from the Delphi Savings Plan pursuant to Section 4.9.

ARTICLE 2

DEFINITIONS

Except for the following general definitions, defined terms are located at or near the first major use of the term in this plan. A table showing the location of all definitions appears immediately after the table of contents. When used as defined, the first letter of each defined term is capitalized.

2.1 Company Contributions.

“Company Contributions” means contributions to the plan as defined in Code Section 402(e)(3). The contributions to this plan that are included and excluded from the definition of Company Contributions in accordance with Code Section 402(e)(3) are described below.

(a) **Inclusions.** Company Retirement Contributions, Safe Harbor Company Retirement Contributions, Before-Tax Employee Contributions, Roth Contributions, and Company Matching Contributions are included in the definition of Company Contributions. Even though Before-Tax Employee Contributions and Roth Contributions are elected by the Participant, they are included in the definition of Company Contributions for deduction purposes under Code Section 404. The inclusion of Before-Tax Employee Contributions or Roth Contributions in the definition of Company Contributions should not be construed to mean the Company will be funding such contributions by any means other than through payroll deductions from the Participants’ Participating Compensation.

(b) **Exclusions.** After-Tax Employee Contributions are excluded from the definition of Company Contributions because they are not included for deduction purposes under Code Section 404.

2.2 Compensation.

“Compensation” means the salary or wages paid to a Participant in a Plan Year for personal services performed for the Company.

(a) **Includible Compensation.** Compensation includes the following amounts to the extent they are paid while a Participant is an Employee or within the later of 2 1/2 months of the date the Participant’s employment terminates or the end of the limitation year.

(i) **Base.** Base wages and salary;

(ii) **Bonuses**. Management Incentive Plan and Employee Incentive Plan profit-sharing and gain-sharing bonuses and bonuses paid to Ithaca Plant Hourly Employees (except for awards and gift cards given to Ithaca Plant Hourly Employees);

(iii) **Overtime**. Overtime pay;

(iv) **PTO**. Paid-time off (including pay for off-site company business or Company paid union business, meetings, training, education, shutdown, sick leave paid through a Company payroll, bereavement, family leave, holidays, jury duty, vacation and personal leave);

(v) **Military Service**. Pay to a Participant on an Authorized Leave of Absence for Qualified Military Service (including differential wage payments as defined under Code Section 3401(h)(2) to make up the difference between the Participant's military pay and the civilian pay the Participant would otherwise have received from the Company);

(vi) **Commissions**. Commissions; and

(vii) **Deferrals**. Elective Deferrals and any amount that is excluded from gross income pursuant to Code Sections 132(f)(4) or 125 (including Deemed Section 125 Compensation).

(b) **Excludible Compensation**. Compensation excludes:

(i) **Bonuses**. Bonuses (except as specifically included in (a)(ii), above);

(ii) **Reimbursements or Allowances**. Reimbursements or other expense allowances (including, but not limited to, reimbursements, hardship allowances and bonuses, or other expense allowances for a Participant living in a foreign country);

(iii) **Fringe Benefits**. Cash and non-cash fringe benefits;

(iv) **Moving Expenses**. Moving expenses;

(v) **Deferred Compensation**. Deferred compensation (including, but not limited to, contributions that are not includible in the Participant's income for the current year and payments of deferred compensation that are includible in the Participant's income for the current year);

(vi) **Welfare Benefits**. Welfare benefits (including, but not limited to, short-term disability and long-term disability benefits);

(vii) **COLAs**. Cost-of-living adjustments paid during the Plan Year; and

(viii) **Post-Termination**. Post-termination severance or transitional income pay.

(c) **Participating Compensation**. "Participating Compensation" means the Participant's Compensation for services while an Eligible Employee during a Plan Year.

(d) **Deemed Section 125 Compensation.** “Deemed Section 125 Compensation” means elective contributions for payment of group health coverage that are not available to a Participant in cash because the Participant is unable to certify to alternative health coverage but only if the Company does not request or collect information regarding the Participant’s alternative health coverage as part of the enrollment process for the group health plan.

(e) **Adjusted Annual Compensation Limit.** Compensation for any Plan Year may not exceed the Annual Compensation Limit. “Annual Compensation Limit” means \$255,000 (as adjusted under Code Section 401(a)(17)(B)).

2.3 5% Owner.

“5% Owner” means:

(a) **Corporation.** An individual who owns (or is considered to own under Code Section 318) either more than 5% of the outstanding stock of a corporate Company or Related Employer, or stock possessing more than 5% of the total combined voting power of all stock of a corporate Company or Related Employer;

(b) **Partnership.** A partner who owns more than 5% of the capital or profits interest in a Company or Related Employer that is a partnership; or

(c) **Proprietorship.** A Company or Related Employer that is a sole proprietor.

Notwithstanding aggregation of the Company and all Related Employers as required by Code Sections 414(b), (c) and (m), the percentage of ownership for purposes of this definition shall be determined separately for each entity that is a Company or Related Employer.

2.4 Highly Compensated Employee.

(a) **Definition.** “Highly Compensated Employee” for a Plan Year means any Employee who:

(i) **5% Owner.** Was a 5% Owner at any time during the current Plan Year or the 12-month period immediately preceding the current Plan Year; or

(ii) **Compensation.** Received Section 415 Compensation during the Look-Back Year in excess of \$115,000 (as adjusted under Code Section 415(d)).

(b) **Determination Rules.** The determination of who is a Highly Compensated Employee for a Plan Year shall be made under Code Section 414(q) and Regulations, including the following rules:

(i) **Look-Back Year.** “Look-Back Year” means the 12-month period immediately preceding the current Plan Year.

(ii) **Former Employees.** A former Employee who was a Highly Compensated Employee at termination of employment or at any time after attaining age 55 shall be a Highly Compensated Employee at all times thereafter.

(iii) **Consistency.** The determination of Highly Compensated Employees shall be applied consistently to the determination years of all qualified retirement and non-retirement plans maintained by the Company (and any Related Employer) that begin with or within the same calendar year. For purposes of this provision, determination year means the plan year for which the determination of Highly Compensated Employees is being made.

2.5 Hour of Service.

(a) **Generally.** “Hour of Service” means each hour that an Employee is directly or indirectly paid or entitled to be paid by the Company for the performance of duties during the applicable period. These hours will be credited for the period in which the duties are performed.

(b) **Back Pay.** Hours of Service include each hour for which back pay, irrespective of mitigation of damages, is awarded or agreed to by the Company. Back pay hours shall be credited to the Employee for the period or periods to which the award or agreement pertains.

(c) **Periods Credited.** Generally, Hours of Service shall be credited as provided in Section 2530.200b of the ERISA Regulations. Hours of Service shall be credited under the rules of this section and as provided in Section 2530.200b-2(b) of those Regulations. Hours of Service shall be credited to appropriate periods determined under the rules set forth in Section 2530.200b-2(c) of those Regulations.

2.6 Person.

“Person” means an individual, committee, proprietorship, partnership, corporation, trust, estate, association, organization, or similar entity.

2.7 Plan Year.

“Plan Year” means the 12-month period beginning each January 1.

2.8 Related Employer.

“Related Employer” means (i) each corporation, other than the Company, that is a member of a controlled group of corporations, as defined in Code Section 414(b), of which the Company is a member; (ii) each trade or business, other than the Company, whether or not incorporated, under common control of or with the Company within the meaning of Code Section 414(c); (iii) each member, other than the Company, of an affiliated service group, as defined in Code Section 414(m), of which the Company is a member; and (iv) any other entity required to be aggregated with the Company by Regulations under Code Section 414(o). An entity shall not be considered a Related Employer for any purpose under this plan during any period it is not described in (i), (ii), (iii), or (iv) in the preceding sentence.

2.9 Valuation Date.

“Valuation Date” means each business day of the Plan Year and any other date specified as a Valuation Date by the Administrator.

2.10 Year of Service.

Except as otherwise provided in Section 3 of Supplement I or specified by the Committee pursuant to Section 1.1(d), an Employee shall be credited with a “Year of Service” for each twelve (12) month period of employment with the Company, determined and credited as follows:

(a) **General Rule.** The number of the Employee’s Years of Service is based on the Employee’s aggregate elapsed time of employment. Generally, credit toward Years of Service runs continuously between the first day an Employee has an Hour of Service (upon initial employment or reemployment) and the date of the Employee’s Termination of Employment.

(i) **Less Than One Year Absence.** If an Employee has a Termination of Employment and returns to employment before incurring a Break in Service of 12 consecutive months, the period of absence shall be included in the determination of Years of Service.

(ii) **Aggregation.** All periods of less than one year shall be aggregated at the rate of 1/12 year for each full period of 30 days.

(b) **Additional Rules.**

(i) **Non-Eligible Employment.** Employment with the Company or a Related Employer counts toward Years of Service regardless of whether the Employee is an Eligible Employee.

(ii) **Authorized Leave of Absence.** Any period during which an Employee is on an Authorized Leave of Absence (including layoff status with recall rights) shall be considered as service for determining Years of Service and shall not be treated as or counted toward a Break in Service.

(iii) **Predecessor Plan.** If this plan is required to be treated as a continuation of a plan of a predecessor employer under Code Section 414(a), an Employee shall be credited with all Years of Service credited to the Employee under the predecessor’s plan, including predecessor employer service with Delphi Corporation recognized under the merged Delphi Savings Plan.

(iv) **Qualified Military Service.** If Termination of Employment is a result of Qualified Military Service, the Employee shall receive credit toward Years of Service to the extent the Employee would have been scheduled to work during the period of Qualified Military Service. To qualify for this credit, the Employee must return to employment with the Company in accordance with and within the time limits established by the Uniformed Services Employment and Reemployment Rights Act of 1994 (“USERRA”) (Chapter 43 of Title 38 of the United States Code).

(v) **Leased Employee.** An individual who becomes employed by the Company or a Related Employer shall receive credit toward Years of Service for any period for which the individual is a Leased Employee or would have been a Leased Employee but for the requirement that the individual perform services as described in Section 3.3(a)(i) on a full-time basis for at least a one-year period.

(vi) **Timing/Rules.** One Year of Service is credited as of each anniversary of the date the measurement begins. Years of Service shall be credited as provided in Regulations Section 1.410(a)-7.

(vii) **No Duplication.** There shall be no duplication in the calculation of Years of Service.

(c) **Restoration of Service.** If an Employee is reemployed following a Break in Service due to a Termination of Employment, the Employee's Years of Service, including fractional years, credited before the Break in Service shall be restored upon completion of one Hour of Service in employment covered by the plan.

(d) **Definitions.**

(i) **Termination of Employment.** For purposes of this provision, "Termination of Employment" means the Employee's employment relationship with the Company and all Related Employers has severed in accordance with the applicable personnel policies.

(ii) **Break in Service.** "Break in Service" means a period of at least 12 consecutive months, beginning on the date the Employee has a Termination of Employment and ending on or after the first anniversary of the such date, during which the Employee does not have an Hour of Service. If an Employee is absent from work due to a Qualified Maternity or Paternity Absence, the 12-consecutive-month period beginning on the first anniversary of the Participant's Termination of Employment shall not be treated as or counted toward a Break in Service.

(iii) **Authorized Leave of Absence.** "Authorized Leave of Absence" means any absence of an Employee on account of time during which no duties are performed due to vacation, holiday, illness, incapacity, layoff, jury duty, bereavement, military duty, Qualified Maternity or Paternity Absence, an unpaid leave of absence under the Family and Medical Leave Act of 1993, or any other leave of absence authorized by the Company under its applicable personnel practices administered in a uniform and nondiscriminatory manner.

(iv) **Qualified Military Service.** "Qualified Military Service" means the performance of duty, on a voluntary or involuntary basis, in a uniformed service under competent authority and includes active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty, and a period for which a person is absent from a position of employment for the purpose of an examination to determine the fitness of the person to perform any such duty. For purposes of this definition, a uniformed service means the Armed Forces, the Army National Guard and the Air National Guard when engaged in active duty for training, inactive duty training, or full-time National Guard duty, the commissioned corps of the Public Health Service, or any other category of persons designated by the President in time of war or national emergency.

(v) **Qualified Maternity or Paternity Absence.** “Qualified Maternity or Paternity Absence” means an absence from work due to pregnancy of the Employee, birth of a child of the Employee, placement of a child with the Employee in connection with adoption of the child, or caring for a child immediately after the birth or placement of the child with the Employee.

ARTICLE 3

ELIGIBILITY TO PARTICIPATE

3.1 Eligibility Requirements.

Subject to Section 3.1(a)(iv) below, an Employee shall become a Participant (“Participant”) on the first Entry Date following the date the Employee becomes an Eligible Employee.

(a) **Eligible Employee.** “Eligible Employee” means:

(i) **Immediate Eligibility.** With respect to Before-Tax Employee Contributions, Roth Contributions, Company Matching Contributions, and After-Tax Employee Contributions, an Employee (except as provided in (iii) below) shall be an “Eligible Employee” as of the first date the Employee has an Hour of Service;

(ii) **Eligibility Waiting Period.** With respect to Company Retirement Contributions and Safe Harbor Company Retirement Contributions, an Employee (except as provided in (iii) below) shall be an “Eligible Employee” after completion of sixty (60) days of employment with the Company or a Related Employer, including any prior service credit granted to employees of Sevcon USA, Inc., Akasol, Inc., or Rhombus Energy Solutions, Inc. pursuant to Section 3.1(b); and

(iii) **Ithaca Plant Hourly Employees.** Notwithstanding (i) and (ii) above, an Ithaca Plant Hourly Employee shall be an “Eligible Employee” with respect to Before-Tax Employee Contributions, Roth Contributions, and After-Tax Employee Contributions after completion of sixty (60) days of employment with the Company or a Related Employer, and with respect to Company Matching Contributions and Company Retirement Contributions after six (6) months of employment with the Company or a Related Employer. “Ithaca Plant Hourly Employee” means an individual who is employed at the BorgWarner MorseTEC LLC (formerly known as BorgWarner MorseTEC Inc.) Ithaca plant (Warren Road or Luker Road site) under the collective bargaining agreement entered into pursuant to good faith negotiations between BorgWarner MorseTEC Inc. and the International Brotherhood of Teamsters Local 317, dated October 5, 2012, as amended from time to time (“Collective Bargaining Agreement”). Any modification to this Collective Bargaining Agreement that affects the terms of this plan, to the extent not implemented by a separate amendment to the plan, shall be treated as an amendment to the portions of the plan applicable to Ithaca Plant Hourly Employees.

(iv) **Former Wahler Automotive Systems, Inc. Employees.** Notwithstanding (i) and (ii) above, Employees of BorgWarner Emission Systems LLC (formerly known as BorgWarner Emission Systems Inc.), who were employed by Wahler Automotive Systems, Inc. on February 28, 2014, shall not be eligible to participate in this plan.

(v) **Waiver.** An “Eligible Employee” shall not include any Employee who has made a one-time irrevocable election to waive participation in this plan. The plan may treat Employees who waive participation in this plan as a nondiscriminatory class of Employees who are ineligible to participate. A waiver made by an Employee must be irrevocable. A waiver of participation shall not be effective if it would constitute a cash or deferred arrangement within the meaning of Section 401(k) of the Code. A waiver of participation shall not be considered a cash or deferred arrangement if it is irrevocable and is made prior to the date on which the Employee is first eligible to participate in this plan or any other plan sponsored by the Employer that is qualified under Section 401(a) of the Code. The Committee shall establish uniform and nondiscriminatory procedures as it deems necessary to carry out this provision, including rules prescribing the timing and filing of elections to waive participation. The Committee, in its sole discretion, shall determine the propriety and effectiveness of any such waiver.

(b) **Employee.** “Employee” includes any individual who: (i) is employed by the Company; (ii) receives compensation through the Company’s United States payroll; and (iii) who is not actively accruing benefits or receiving contributions (except for individuals accruing benefits pursuant to Supplement Q or Supplement R of the BorgWarner Inc. Retirement Plan) from the Company, its subsidiaries, joint ventures or affiliates under a qualified retirement plan, or a similar plan maintained outside of the United States. Notwithstanding the foregoing, any individual employed by the Company who is not on the United States payroll may be an Employee if approved by the Committee.

“Employee” excludes: (i) a Leased Employee; (ii) any agents, consultants, independent contractors or self-employed individuals (whether or not such an individual is reclassified as a common law employee for wage and hour purposes); (iii) any Highly Compensated Employee who has an employment agreement with the Company and who is provided retirement benefits (except for benefits accruing pursuant to Supplement Q or Supplement R of the BorgWarner Inc. Retirement Plan) by the Company, its subsidiaries, joint ventures or affiliates under any other qualified retirement plan, or any similar plan maintained outside the United States; (iv) any individual employed as an intern or co-op; and (v) an individual other than an Ithaca Plant Hourly Employee who is employed within a unit covered by a collective bargaining agreement under which the Company has engaged in good faith negotiations about retirement benefits.

Notwithstanding any other provision of the plan to the contrary, except as required by law, Remy International, Inc. and its affiliates shall not be considered a “Related Employer” for purposes of this plan prior to the January 1, 2017 merger of the Remy Savings Plan.

Notwithstanding any other provision of the plan to the contrary, for purposes of crediting days of employment for eligibility under Section 3.1(a)(ii) and Years of Service for vesting under Section 2.10, the employees of Sevcon USA, Inc. shall receive prior service credit for their employment with Sevcon USA, Inc. prior to September 27, 2017, as permitted under Section 1.1(d).

Notwithstanding any other provision of the plan to the contrary, except as required by law, Delphi Technologies Services, LLC and its affiliates shall not be considered a “Related Employer” for purposes of this plan prior to the January 1, 2021 merger of the Delphi Savings Plan.

Notwithstanding any other provision of the plan to the contrary, except as required by law, BorgWarner Emission Systems LLC and the Water Valley, MS, location shall not be considered a “Related Employer” for purposes of this plan after the closing date for the divestment of BorgWarner Emission Systems LLC.

Notwithstanding any other provision of the plan to the contrary, for purposes of crediting days of employment for eligibility under Section 3.1(a)(ii) and Years of Service for vesting under Section 2.10, the employees of Akasol, Inc. shall receive prior service credit for their employment with Akasol, Inc. prior to May 1, 2022, as permitted under Section 1.1(d).

Effective on and after August 3, 2022, notwithstanding any other provision of this plan to the contrary, except as required by law, employees of Rhombus Energy Solutions, Inc. shall be excluded from participating in this plan until January 1, 2023.

Effective January 1, 2023, notwithstanding any other provision of this plan to the contrary, for purposes of crediting days of employment for eligibility under Section 3.1(a)(ii) and Years of Service for vesting under Section 2.10, the employees of Rhombus Energy Solutions, Inc. shall receive prior service credit for their employment with Rhombus Energy Solutions, Inc. prior to August 3, 2022, as permitted under Section 1.1(d).

(c) **Entry Date.** “Entry Date” means the first day of the first administratively feasible payroll period.

3.2 Participation and Employment Status Change Rules.

(a) **Termination of Participation.** Participation shall terminate upon the earlier of the date the Participant is not an Employee and has been paid the full amount due under this plan or the date of the Participant’s death.

(b) **Reemployment.** A former Participant shall become a Participant immediately upon completion of one Hour of Service in employment covered by the plan as provided in Section 3.1(b). A former Employee who returns to employment covered by the plan shall become a Participant upon satisfaction of the requirements to be an Eligible Employee. For this purpose, service shall be credited in accordance with Section 2.10.

(c) **Transfers.** If an Employee becomes eligible to participate in this plan or another plan maintained by the Company or a Related Employer or the Employee has a change in employment status that affects the rate of Company Retirement Contribution determined under Supplement I, the Employee’s participation in this plan shall be subject to the following provisions.

(i) **Transfer In.** An Employee who becomes eligible to participate in this plan after participating in another plan maintained by the Company or a Related Employer shall be subject to the following provisions.

(A) **Defined Benefit Plan.** If the Employee was a participant in a defined benefit plan maintained by the Company or a Related Employer prior to becoming eligible to receive a Company Retirement Contribution under this plan, the Employee shall not accrue any additional benefits under that plan after the date the Employee becomes eligible to receive a

Company Retirement Contribution under this plan. The Employee's accrued benefit under the defined benefit plan shall be determined as of the date the Employee becomes eligible for the Company Retirement Contribution under this plan.

(B) **Defined Contribution Plan.** If the Employee was a participant in another defined contribution plan maintained by the Company or a Related Employer, then the Employee shall not receive additional contributions under that plan after the Employee becomes eligible to receive a Company Retirement Contribution under this plan. The Employee's account balance in the other defined contribution plan shall continue to share in investment gains or losses under the terms of that plan as long as the account remains part of that plan. In addition, if the plans permit the transfer, the plans' qualified status is unaffected, and no plan amendments or plan operational changes are necessary to carry out the transfer, the Employee's account balance in the other plan shall be transferred in a plan-to-plan transfer to this plan as soon as administratively practicable after the date of the transfer in employment. If the Employee is not fully vested in the other plan as of the date of transfer, the Employee will become vested in accordance with the terms of this plan; provided, however, the vesting schedule under this plan is at least as favorable as the vesting schedule under that plan. If the vesting schedule under this plan is not as favorable as the vesting schedule under the other defined contribution plan, the Employee's account balance will not be transferred in a plan-to-plan transfer unless or until the Employee is fully vested.

(ii) **Transfer Out.** A Participant in this plan who becomes eligible to participate in another plan maintained by the Company or a Related Employer shall be subject to the following provisions.

(A) **Defined Benefit Plan.** If a Participant ceases to be eligible to receive a Company Retirement Contribution under this plan and the Participant is or becomes eligible to participate in any tax qualified defined benefit pension plan of the Company or a Related Employer, then to the extent provided in that defined benefit plan, the Employee will receive a benefit from that plan based only on the Employee's service and compensation while not eligible to receive Company Retirement Contributions under this plan. If the terms of the defined benefit pension plan would grant the Employee credit for service for the period during which the Participant was eligible to receive a Company Retirement Contribution under the plan, the Employee may, upon retirement, subject to the terms of any applicable collective bargaining agreement, elect under the tax-qualified defined benefit pension plan to: (i) receive the Employee's vested accrued benefit under the terms of the tax-qualified defined benefit pension plan and forfeit the vested portion of the Participant's Company Retirement Contributions Account, or (ii) receive the Employee's vested accrued benefit under the tax-qualified defined benefit pension plan, reduced by the actuarially equivalent benefit amount of the vested portion of the Participant's Company Retirement Contributions Account (as provided under the terms of the applicable defined benefit plan), and receive the vested portion of the Participant's Company Retirement Contributions Account under this plan.

(B) **Defined Contribution Plan.** If a Participant becomes eligible to participate in another defined contribution plan maintained by the Company or a Related Employer due to a transfer from employment covered by this plan, the Employee will receive contributions under the other plan based solely on the Employee's service and compensation with the Company or Related Employer subsequent to the transfer. In addition, if the plans permit the transfer, the

plans' qualified status is unaffected, and no plan amendments or plan operational changes are necessary to carry out the transfer, the Participant's account balance in this plan shall be transferred in a plan-to-plan transfer to the other plan as soon as administratively practicable after the date of the transfer in employment. If the Participant is not fully vested in this plan as of the date of transfer, the Participant shall become vested in accordance with the terms of the other plan to which the account balance has been transferred; provided, however, the vesting schedule under that plan is at least as favorable as the vesting schedule under this plan. If the vesting schedule is not as favorable as the vesting schedule under this plan, the Participant's Vested Account Balance shall not be transferred in a plan-to-plan transfer unless or until the Participant is fully vested.

(iii) **Change in Employment Status.** If a Participant has a change in employment status that affects the rate of Company Retirement Contribution determined under Supplement I for that Participant, then the Participant shall not accrue any further benefit under the former rate of contribution for service with respect to which the Participant is eligible to receive a Company Retirement Contribution under the new rate of contribution, and the Participant's Company Retirement Contributions after the change in employment status shall be based solely on the Participant's service and compensation with the Company subsequent to the change.

3.3 Leased Employee.

(a) **Definition.** "Leased Employee" means an individual described in and required to be treated as employed by the recipient under Code Sections 414(n) and 414(o) and Regulations. For this definition, the term recipient includes the Company and any Related Employer for whom the individual performs services.

(i) **Code Section 414(n).** A Leased Employee under Code Section 414(n) is an individual who is not an Employee but who performs services for the recipient under the primary direction or control of the recipient, pursuant to an agreement between the recipient and a leasing organization, on a full-time basis for at least a one-year period.

(ii) **Code Section 414(o).** A Leased Employee includes a leased owner or a leased manager determined to be a Leased Employee under Code Section 414(o) and the Regulations.

(b) **Exceptions.** A Leased Employee shall not be treated as employed by the recipient if:

(i) **Less Than 20%.** Leased Employees determined under (a) above do not constitute more than 20% of the recipient's non-highly compensated work force, and

(ii) **Covered by Plan Described in Code Section 414(n).** The individual is covered by a money purchase pension plan described in Code Section 414(n) maintained by the leasing organization with a nonintegrated employer contribution rate of at least 10% of compensation, immediate participation for all employees of the leasing organization, and full and immediate vesting. Immediate participation shall not be required for employees who received less than \$1,000 in compensation from the leasing organization in each Plan Year during the four-year period ending with the current Plan Year. For purposes of this provision, compensation means Section 415 Compensation.

ARTICLE 4

CONTRIBUTIONS, ROLLOVERS, AND TRANSFERS TO PLAN

This Article describes the contributions that are permitted for a Plan Year. Notwithstanding anything to the contrary in this Article or an applicable Supplement, the Company may determine that no Company Retirement Contributions, Company Matching Contributions, or Safe Harbor Company Retirement Contributions shall be made for a Plan Year. The Company shall have the right to modify the amount of the Company Retirement Contributions, Company Matching Contributions, or Safe Harbor Company Retirement Contributions on a prospective basis at any time.

4.1 Contributions to the Company Retirement Account.

(a) **Company Retirement Contributions.** The Company shall make a “Company Retirement Contribution” to an eligible Participant’s Company Retirement Contributions Account for the Plan Year. However, the amount of the Company Retirement Contribution determined under (i) and (ii) below for each eligible Participant shall be reduced by the amount of the Safe Harbor Company Retirement Contribution, if any, for the Participant determined under Section 4.1(b). The percentage or dollar amount for each eligible Participant determined under Supplement I shall be based on the Participant’s Years of Service as of the first day of the Plan Year.

(i) **Regular Contributions.** The amount of the Company Retirement Contribution shall be equal to a specified percentage of each eligible Participant’s Compensation Under Social Security Wage Base and Compensation Over Social Security Wage Base in accordance with Section 1 or Section 2(a) of Supplement I; except that for an eligible Participant who is an Ithaca Plant Hourly Employee, the amount of the Company Retirement Contribution shall be equal to a specified dollar amount in accordance with Section 4 of Supplement I.

(A) **Compensation Under Social Security Wage Base.** “Compensation Under Social Security Wage Base” means Participating Compensation not to exceed the Taxable Wage Base.

(B) **Compensation Over Social Security Wage Base.** “Compensation Over Social Security Wage Base” means Participating Compensation in excess of the Taxable Wage Base.

(C) **Social Security Wage Base.** “Social Security Wage Base” means the contribution and benefit base in effect under Section 230 of the Social Security Act at the beginning of the Plan Year.

(ii) **Additional Contributions.** The Company shall make an additional Company Retirement Contribution on behalf of each eligible Participant equal to the percentage of Participating Compensation specified in Section 2(b) of Supplement I.

(b) **Safe Harbor Company Retirement Contributions.** The Company shall make a Safe Harbor Company Retirement Contribution each payroll period for each eligible Participant

who is not an Ithaca Plant Hourly Employee. The “Safe Harbor Company Retirement Contribution” for a Plan Year shall equal three percent (3%) of Participating Compensation for each eligible Participant. The Safe Harbor Company Retirement Contribution shall be made on a payroll period basis, and the Company shall make any necessary corrective contributions after the end of the Plan Year.

4.2 Contributions to the Savings Account.

(a) **Before-Tax Employee Contributions.** A Participant may elect to have the Company deduct amounts from Participating Compensation by before-tax payroll deductions. The Company shall contribute an amount equal to the amount deducted from Participating Compensation to the Trust Fund on behalf of the Participant (“Before-Tax Employee Contributions”). Before-Tax Employee Contributions, including those deducted through automatic enrollment when an Employee initially becomes a Participant in accordance with (ii) below, shall be made to the Participant’s Savings Account unless the Participant is eligible for a Retiree Health Account and prospectively designates all or a portion of the Participant’s Before-Tax Employee Contributions as Retiree Health Contributions under Section 4.3.

(i) **Amount.** The amount of a Participant’s Before-Tax Employee Contributions (excluding any amount designated as Retiree Health Contributions under Section 4.3(a)) shall be in a whole percentage of not less than one percent (1%) and not more than seventy percent (70%) of Participating Compensation; provided, however, that the aggregate amount of the Participant’s Before-Tax Employee Contributions (including amounts designated as Retiree Health Contributions under Section 4.3(a)), Roth Contributions, and After-Tax Employee Contributions made by the Participant may not exceed seventy-three percent (73%) of Participating Compensation. Notwithstanding the seventy-three percent (73%) limit in the preceding sentence, the Company may establish a lower limit applicable to Highly Compensated Employees.

(ii) **Automatic Enrollment.** The following automatic enrollment provisions shall apply:

(A) **Participants Other Than Ithaca Plant Hourly Employees Hired On or After April 1, 2019.** Notwithstanding (i) above, the Participating Compensation of any Employee who is not an Ithaca Plant Hourly Employee and who becomes an Eligible Employee on or after April 1, 2019 and fails to file an initial election within the first sixty (60) days of becoming an Eligible Employee, shall be reduced by 6% before-tax payroll deductions beginning with the first administratively feasible payroll date after that 60-day period, unless and until the Employee elects a higher or lower deduction rate or elects no payroll deduction.

(B) **Participants Other Than Ithaca Plant Hourly Employees Hired Before April 1, 2019.** Notwithstanding (i) above, the Participating Compensation of any Employee who is not an Ithaca Plant Hourly Employee and who becomes an Eligible Employee on or after January 1, 2017, but before April 1, 2019, and fails to file an initial election within the first sixty (60) days of becoming an Eligible Employee, shall be reduced by 3% before-tax payroll deductions beginning with the first administratively feasible payroll date after that 60-day period,

unless and until the Employee elects a higher or lower deduction rate or elects no payroll deduction.

(C) **Ithaca Plant Hourly Employees Hired On or After January 1, 2017.** Notwithstanding (i) above, the Participating Compensation of any Employee who is an Ithaca Plant Hourly Employee and who becomes an Eligible Employee on or after January 1, 2017 and fails to file an initial election within the first (60) days of becoming an Eligible Employee, shall be reduced by 3% before-tax payroll deductions beginning with the first administratively feasible payroll date after that 60-day period, unless and until the Employee elects a higher or lower deduction rate or elects no payroll deduction.

(D) **Eligible Employees As a Result of the Delphi Savings Plan Merger.** Effective for the 2021 Plan Year, the Participating Compensation of any Employee who became an Eligible Employee as a result of the merger of the Delphi Savings Plan into this plan continued to be reduced by the payroll deduction percentage in effect under the Delphi Savings Plan immediately prior to the plan merger, unless and until the Employee elected a higher or lower deduction rate or elected no payroll deduction. Effective on and after January 1, 2022, the Participating Compensation of any Employee who became an Eligible Employee as a result of the merger of the Delphi Savings Plan into this plan, who has a 0% before-tax deferral as of April 1, 2022, and who fails to make an election prior to April 1, 2022, shall be automatically reduced by 3% before-tax payroll deductions beginning with the first administratively feasible payroll date occurring on or following April 1, 2022, unless and until the Employee elects a higher or lower deduction rate or elects no payroll deduction.

Within a reasonable period before the Eligible Employee initially becomes a Participant and before each Plan Year thereafter, the Company shall provide notice to the Employee describing the automatic payroll deduction and the Employee's right to elect no payroll deduction or a different deduction rate, including the procedure for exercising that right and the timing for implementation of any such election. Any Employee who becomes an Eligible Employee and is automatically enrolled in this plan pursuant to this Section 4.02(a)(ii) shall have his or her Before-Tax Employee Contribution percentage automatically increased pursuant to Section 4.02(a)(iii), below.

(iii) **Automatic Increase Feature.** Participants (except Participants who are Employees hired on or after April 1, 2019 whose base compensation is classified as Salary Grade 16 or higher and Highly Compensated Employees) whose Before-Tax Employee Contributions are at least 1% (except with respect to the special adjustment under (C) below) but less than the percentage maximum specified in (A) or (B) or (C) or (D) below, as applicable, of the Participant's Participating Compensation shall have their Before-Tax Employee Contributions automatically increased in accordance with this Section 4.2(a)(iii) ("Automatic Increase"). Notwithstanding anything in this Section 4.2(a)(iii) to the contrary, Employees hired on or after April 1, 2019 whose base compensation is classified as Salary Grade 16 or higher and Highly Compensated Employees shall not be subject to any Automatic Increase.

(A) **Participants Other Than Ithaca Plant Hourly Employees Hired On or After April 1, 2019.** The Before-Tax Employee Contribution percentage of each Participant hired on or after April 1, 2019, who is not an Ithaca Plant Hourly Employee shall increase

automatically by 2% and shall increase by an additional 2% as of the first payroll date following each April 1st thereafter, not to exceed 15% of his or her Participating Compensation. The Automatic Increase shall not apply if such Participant specifically elects in accordance with this plan's administrative procedures (i) to opt out of the Automatic Increase, or (ii) a different Before-Tax Employee Contribution percentage or Roth Contribution percentage, including a contribution percentage of 0%, a different rate of increase, or a different increase date other than April 1st.

(B) **Participants Other Than Ithaca Plant Hourly Employees Hired Before April 1, 2019.** The Before-Tax Employee Contribution percentage of each Participant hired before April 1, 2019, who is not an Ithaca Plant Hourly Employee (including Employees hired before April 1, 2019 whose base compensation is classified as Salary Grade 16 or higher but who are not Highly Compensated Employees) shall:

(1) increase automatically by 1% as of the first payroll date following each April 1st through April 1, 2018, not to exceed 10% of his or her Participating Compensation; and

(2) be subject to the special adjustment of automatic increase level set forth in Section 4.2(a)(iii)(C) below, effective April 1, 2019; and

(3) continue to increase automatically by 2% as of the first payroll date following each April 1st on and after April 1, 2020, not to exceed 15% of his or her Participating Compensation.

The Automatic Increases described in Section 4.2(a)(iii)(B)(1) and (2) above shall not apply if such Participant specifically elects in accordance with this plan's administrative procedures (i) to opt out of the Automatic Increase, or (ii) a different Before-Tax Employee Contribution percentage or Roth Contribution percentage, including a contribution percentage of 0%, a different rate of increase, or a different increase date other than April 1st.

(C) **Special April 1, 2019 Adjustment of Automatic Increase Level for Certain Employees Hired Before April 1, 2019.** Notwithstanding Section 4.2(a)(iii)(B) above, effective as of the first payroll date following April 1, 2019, any Participant hired before April 1, 2019 who is not (i) an Ithaca Plant Hourly Employee, (ii) a Highly Compensated Employee, or (iii) an Employee whose base compensation is classified as Salary Grade 16 or higher, and who had a Before-Tax Employee Contribution Automatic Increase percentage of 0% or 1% in effect as of February 1, 2019, shall have their Automatic Increase percentage increased to 2%, effective as of the first payroll date following April 1, 2019, unless such Participant specifically elects in accordance with this plan's administrative procedures to opt out of this special Automatic Increase adjustment and future Automatic Increases by no later than March 29, 2019. Notwithstanding anything in this subsection (C), in no event shall this special Automatic Increase cause a Participant's Before-Tax Employee Contributions to exceed 15% of his or her Participating Compensation.

(D) **Ithaca Plant Hourly Employees.** Beginning with the first payroll date after September 1, 2017, the Before-Tax Employee Contribution percentage of each such Participant who is an Ithaca Plant Hourly Employee shall increase automatically by 1% and shall

increase by an additional 1% as of the first payroll date following each September 1st thereafter, not to exceed 10% of his or her Participating Compensation. The Automatic Increase shall not apply if such Participant specifically elects in accordance with this plan's administrative procedures (i) to opt out of the Automatic Increase, or (ii) a different Before-Tax Employee Contribution percentage or Roth Contribution percentage, including a contribution percentage of 0%, a different rate of increase, or a different increase date other than September 1st.

(E) **Automatic Increase Feature for Former Delphi Savings Plan Participants.** Notwithstanding anything in this Section to the contrary, effective for the 2021 Plan Year, any Employee who became an Eligible Employee as a result of the merger of the Delphi Savings Plan shall not be subject to any Automatic Increase, unless the Employee elects, in the manner prescribed by the Plan Administrator, to have Automatic Increases apply. Effective on and after January 1, 2022, the following Automatic Increase feature shall apply to any Employee who became an Eligible Employee as a result of the merger of the Delphi Savings Plan into this plan:

(1) The Before-Tax Employee Contribution percentage of any such Eligible Employee whose Before-Tax Employee Contributions are at least 1% but less than 15% of the Participant's Participating Compensation shall increase automatically by 2% as of the first payroll date following April 1, 2022 and as of the first payroll date following each April 1st thereafter, not to exceed 15% of his or her Participating Compensation.

(2) For any such Eligible Employee whose Before-Tax Employee Contribution percentage is 0% and who is first subject to automatic enrollment under Section 4.2(a)(ii)(D) in the 2022 Plan Year, the Automatic Increase provisions under paragraph (1) above shall apply beginning with the first payroll date following April 1, 2023.

The Automatic Increases described in Section 4.2(a)(iii)(E)(1) and (2) above shall not apply if such Participant specifically elects in accordance with this plan's administrative procedures (i) to opt out of the Automatic Increase, or (ii) a different Before-Tax Employee Contribution percentage or Roth Contribution percentage, including a contribution percentage of 0%, a different rate of increase, or a different increase date other than April 1st.

Within a reasonable period before each Automatic Increase date specified in Section 4.02(a)(iii)(A) or (B) or (C) or (D) or (E), as applicable, the Company shall provide notice to the Participant describing the Automatic Increase and the Participant's right to terminate the Automatic Increase, elect another Before-Tax Contribution percentage or Roth Contribution percentage, elect a different rate of increase, or elect a different increase date. Prior to January 1, 2019, any Automatic Increase shall be cancelled for a Participant who was suspended from making plan contributions prior to January 1, 2019 due to a hardship withdrawal.

(b) **Roth Contributions.** A Participant may elect to have the Company deduct amounts from Participating Compensation by after-tax payroll reductions that shall be includible in the Participant's gross income at the time the Participant would have received the compensation had no such election been made in accordance with the Participant's reduction authorization agreement which is an irrevocable designation of the amounts as Roth Contributions (as permitted by Code Section 402A). Roth Contributions shall be made to the Participant's Roth Contributions Account.

(i) **Amount.** The amount of the Participant's Roth Contributions shall be in a whole percentage of not less than one percent (1%) and not more than seventy percent (70%) of Participating Compensation; provided, however, that the aggregate amount of the Participant's Before-Tax Employee Contributions (including amounts designated as Retiree Health Contributions under Section 4.3(a)), Roth Contributions, and After-Tax Employee Contributions made by the Participant may not exceed seventy-three percent (73%) of Participating Compensation. Notwithstanding the seventy-three percent (73%) limit in the preceding sentence, the Company may establish a lower limit applicable to Highly Compensated Employees.

(ii) **No Automatic Enrollment.** A Participant who elects to contribute Roth Contributions, but does not elect to contribute Before-Tax Employee Contributions, shall not be subject to the automatic enrollment provisions of Section 4.2(a). Notwithstanding the preceding sentence, the Plan Administrator retains the discretion to apply any periodic automatic increase on behalf of such Participants in accordance with Section 4.2(f).

(c) **Catch Up Contributions.** A Participant who elects to make Before-Tax Employee Contributions and/or Roth Contributions and who has attained, or will attain, age 50 before the end of a calendar year is eligible, as of January 1 of that year, to make Before-Tax Catch Up Contributions and/or Roth Catch Up Contributions (collectively "Catch Up Contributions") in accordance with, and subject to the limitations of, Code Section 414(v) and Regulations. Roth Catch Up Contributions will be included in the Participants' gross income at the time the Participant otherwise would have received the compensation had no such election been made in accordance with the Participant's reduction authorization agreement which is an irrevocable designation of the amounts as Roth Catch Up Contributions (as permitted by Code Section 402A). Catch Up Contributions shall not be taken into account for purposes of the required limitations of Code Sections 402(g) and 415, and the plan shall not be treated as failing to satisfy the provision of Code Sections 401(k)(3), 401(k)(11), 401(k)(12), 410(b), or 416, as applicable by reason of such Catch Up Contributions. Catch Up Contributions, or the right to make such contributions, shall not cause this plan to fail to meet the coverage, nondiscrimination, and top-heavy requirements of the Code. Catch Up Contributions are treated as Before-Tax Employee Contributions and/or Roth Contributions except that a Catch Up Contribution is not subject to the Elective Deferral Limit under Section 15.1 or the ADP Limit under Section 15.3(a) and shall not be included as an Annual Addition under Section 5.5(a).

(i) **Definitions.**

(A) **Catch Up Contributions.** "Catch Up Contributions" are Before-Tax Employee Contributions and/or Roth Contributions made by an eligible Participant that exceed at least one of the Applicable Limits but do not exceed the Catch Up Limit.

(B) **Applicable Limits.** "Applicable Limits" consist of (1) a Statutory Limit, (2) the ADP Limit under Section 15.3(a), or (3) a Company-Provided Limit.

(1) **Statutory Limit.** "Statutory Limit" means a limit on Elective Deferrals or Annual Additions imposed by Code Section 401(a)(30) (Elective Deferral Limit), 402(h) (simplified employee pension plan deferral limit), 403(b) (tax-sheltered annuity deferral limit), 408 (individual retirement account deferral limit, including a SIMPLE plan), 415(c)

(Annual Additions limit), or 457(b)(2) (governmental and tax-exempt deferred compensation plan limit without regard to Code Section 457(b)(3)).

(2) **Company-Provided Limit.** “Company-Provided Limit” means the limit on Before-Tax Employee Contributions and/or Roth Contributions established by the Administrator.

(C) **Catch Up Limit.** “Catch Up Limit” means the dollar limitation specified in Code Section 414(v) for the taxable year, which is \$6,000 for 2016, as adjusted under Code Section 415(d) as of the beginning of each calendar year.

(ii) **Determination.**

(A) **Amount.** To determine the amount of an eligible Participant’s Elective Deferrals in excess of an Applicable Limit, the Participant’s total Elective Deferrals (as that term is defined in Section 15.1(b)) for the Plan Year are compared with the Applicable Limit for that Plan Year. If an Applicable Limit is determined on the basis of a year other than the Plan Year, the determination is made on the basis of such other year.

(B) **Timing.** For purposes of determining when Elective Deferrals in excess of an Applicable Limit are Catch Up Contributions, the determination is made as of the last day of the Plan Year except that if the Applicable Limit is the Code Section 415(c) limit on Annual Additions, the determination is made as of the last day of the Limitation Year, and if the Applicable Limit is based on the Participant’s taxable year, the determination is made at the time the Elective Deferrals are made.

(C) **Limitation.** Amounts in excess of an Applicable Limit are treated as Catch Up Contributions only to the extent that such excess amounts, combined with amounts previously treated as Catch Up Contributions for the calendar year, do not exceed the Catch Up Limit for the year.

(D) **Aggregation.** All plans of the Company and any Related Employer (other than eligible Code Section 457(b) governmental plans) are treated as one plan for purposes of determining the amount of the Participant’s Catch Up Contributions and in applying the Catch Up Limit.

(d) **After-Tax Employee Contributions.** A Participant may elect to make voluntary “After-Tax Employee Contributions” under this plan. After-Tax Employee Contributions shall be made by after-tax payroll deductions from Participating Compensation in a whole percentage of not less than one percent (1%) and not more than seventy percent (70%) of Participating Compensation; provided, however, that the aggregate amount of the Participant’s Before-Tax Employee Contributions (including amounts designated as Retiree Health Contributions under Section 4.3(a)), Roth Contributions, and After-Tax Employee Contributions made by the Participant may not exceed seventy-three percent (73%) of Participating Compensation. Notwithstanding the seventy-three percent (73%) limit in the preceding sentence, the Company may establish a lower limit applicable to Highly Compensated Employees.

(e) **Company Matching Contribution.** The Company shall make a Company Matching Contribution each payroll period for each Eligible Employee credited with Before-Tax Employee Contributions and/or Roth Contributions for the payroll period (“Company Matching Contribution”). The amount of the Company Matching Contribution to a Participant’s Savings Account shall be 100% of the Participant’s Before-Tax Employee Contributions and/or Roth Contributions for each payroll period, up to a maximum Company Matching Contribution of 3% of Participating Compensation for the payroll period. Company Matching Contributions on Before-Tax Employee Contributions and/or Roth Contributions that are Excess Deferrals or Excess Contributions shall be forfeited in accordance with Section 5.2(e). The Company shall not make any Company Matching Contributions based on the Participant’s After-Tax Employee Contributions or Catch Up Contributions.

(f) **Periodic Discretionary Automatic Increase Feature.** The Plan Administrator shall have the discretion to periodically apply an automatic increase program for current Eligible Employees who are subject to automatic increases pursuant to Section 4.2(a)(iii) in order to encourage retirement savings. Notwithstanding the preceding sentence, Ithaca Plant Hourly Employees shall not be subject to any such periodic discretionary automatic increases.

(i) **Eligible Employees Contributing Less Than Specified Percentage.** After reasonable notice and an effective opportunity to elect to receive the amount as cash Compensation, each current Eligible Employee who has elected to defer Before-Tax Employee Contributions, Roth Contributions, and/or After-Tax Contributions totaling less than a specified percentage of their Compensation each payroll period, as determined by the Plan Administrator, shall have their deferral percentage automatically increased by a percentage determined by the Plan Administrator to be contributed to this plan as additional Before-Tax Employee Contributions each payroll period. Any such periodic program shall not apply to any Eligible Employee during the Eligible Employee’s first 60 days of employment.

(ii) **Eligible Employee Contributing Greater Than Specified Percentage with Automatic Annual Increase of Less Than 2%.** After reasonable notice and an effective opportunity to elect otherwise, any Eligible Employee who is contributing Before-Tax Employee Contributions, Roth Contributions, and/or After-Tax Contributions totaling more than a specified percentage of their Compensation each payroll period, as determined by the Plan Administrator in accordance with (i) above, but who has elected to set up an automatic increase of 1% each year, shall have their annual automatic increase raised to 2%, with the additional 1% increase applied to the Eligible Employee’s Before-Tax Employee Contribution rate. Such increase shall not cause an Eligible Employee’s Before-Tax Employee Contribution rate to exceed 15%.

(iii) **Ability to Change Election.** Any Eligible Employee who has his or her Before-Tax Employee Contribution percentage or automatic increase percentage increased automatically pursuant to this Section 4.2(f) may suspend making Contributions or change the percentage of the Eligible Employee's future Compensation (subject to the limitations set forth in this plan) that the individual's Employer contributes on the Eligible Employee's behalf, as set forth in Section 4.4.

(iv) **Subsequent Automatic Increases.** An Eligible Employee whose Before-Tax Employee Contribution percentage is increased pursuant to this Section 4.2 shall be subject to

subsequent annual automatic increases under Section 4.2(a)(iii) unless otherwise determined by the Plan Administrator and communicated in advance to Eligible Employees at the time the period automatic increase program is established.

4.3 Contributions to Retiree Health Account.

(a) **Retiree Health Contributions.** A Participant who is eligible for a Retiree Health Account may prospectively elect to designate all or a portion of the Participant's Before-Tax Employee Contributions as Retiree Health Contributions. "Retiree Health Contributions" are Before-Tax Employee Contributions that the Participant has elected to have made to the Participant's Retiree Health Account. The amount of a Participant's Retiree Health Contributions must be in a whole percentage of not less than one percent (1%) and not more than three percent (3%) of the Participating Compensation.

(b) **Company Matching Contribution.** The Company shall make a Company Matching Contribution each payroll period for each Eligible Employee credited with Retiree Health Contributions for the payroll period ("Company Matching Contribution"). The amount of the Company Matching Contribution to a Participant's Retiree Health Account shall be 100% of the Participant's Retiree Health Contributions for each payroll period up to a maximum Company Matching Contribution of \$500 for the Plan Year. Company Matching Contributions on Retiree Health Contributions that are Excess Deferrals or Excess Contributions shall be forfeited in accordance with Section 5.2(d). The Company shall make a Company Matching Contribution each payroll period for each eligible Ithaca Plant Hourly Employee credited with Retiree Health Contributions as provided under the Collective Bargaining Agreement.

4.4 Before-Tax Employee Contributions, Roth Contributions, and After-Tax Employee Contributions/ Payroll Deductions.

The Administrator shall adopt rules for payroll deductions for Before-Tax Employee Contributions, Roth Contributions, and After-Tax Employee Contributions and shall specify any applicable maximum rates or amounts. Corresponding amounts shall be contributed by the Company to the Trust Fund on behalf of the Participant. Absent specific rules, any election to authorize, modify, suspend, or resume payroll deductions shall be subject to the following:

(a) **Timing.** The election shall be made within a reasonable time before the election is to be effective.

(b) **When Effective.** Payroll deductions shall remain effective until modified or suspended. A Participant may change or suspend payroll deductions at any time. A change or suspension shall be effective for the first administratively feasible payroll period following the election.

(c) **Allowable Compensation.** Notwithstanding anything in this section or plan to the contrary, for purposes of determining Before-Tax Employee Contributions and/or Roth Contributions, the contributions corresponding to a Participant's payroll deductions or reductions may only apply against amounts that are, or could be, considered compensation under Code Section 415(c)(3) and Regulations Section 1.415(c)-2. For purposes of determining the type of Compensation from which Before-Tax Employee Contributions, Roth Contributions, and After-

Tax Employee Contributions may be made, a Participant's Compensation shall be determined under Section 2.2; however, for purposes of determining the Compensation from which the contributions may be made, the Administrator may elect not to apply the Annual Compensation Limit to the Participant's Compensation and/or not to apply the election to amounts paid in a form other than cash.

(d) **Failure to Specify Contribution Type.** If a Participant files a reduction authorization but fails to specify whether the contributions made pursuant to the reduction authorization are to be Before-Tax Employee Contributions, Roth Contributions, Catch Up Contributions, and/or After-Tax Employee Contributions, the Participant's contributions will be deemed to be Before-Tax Employee Contributions subject to the terms of the plan.

4.5 Limits on Company Contributions.

Company Contributions are subject to the following limits:

(a) **Annual Additions.** Company Contributions (other than Catch-Up Contributions) are subject to the limit on Annual Additions stated in Article 5.

(b) **401(k)/401(m) Limits.** Additional limits apply to Before-Tax Employee Contributions (including Retiree Health Contributions), Roth Contributions, After-Tax Employee Contributions, and Company Matching Contributions as provided under Article 15.

4.6 Return of Company Contributions.

(a) **Mistake of Fact.** Part or all of any Company Contribution made by mistake of fact shall be returned to the Company, upon demand, within one year after payment of the contribution.

(b) **Nondeductible.** Each Company Contribution is conditioned on its deductibility under Code Section 404. A nondeductible Company Contribution shall be returned to the Company, upon demand, before the due date for the Company's federal income tax return for the taxable year for which the contribution was made or if later, within one year after the date of disallowance of the deduction. The portion of the contribution to be returned shall not exceed the amount determined to be nondeductible.

(c) **Amount.** The amount that may be returned shall be determined as of the Valuation Date coinciding with or most recently preceding the date of repayment. The amount shall be the excess of the amount contributed over the amount that is deductible or the amount that would have been contributed if the mistake of fact had not occurred. Earnings attributable to the excess amount shall not be returned. Losses attributable to the excess amount shall reduce the amount returned. The amount returned shall not reduce a Participant's account to less than the account balance would have been on the applicable Valuation Date had the excess amount not been contributed.

4.7 Reduction of Company Contribution for Leased Employees.

Contributions which would be made for and allocated to the Leased Employee (other than a Before-Tax Contribution or a Roth Contribution) shall be reduced by any contribution made by

the leasing organization for the Participant to a qualified retirement plan for services performed by the Leased Employee for the Company.

4.8 Timing of Contributions.

Any Company Contribution (other than a Before-Tax Contribution or Roth Contribution) shall be paid to the Trustee on or before the date prescribed by law (including extensions) for filing the Company's federal income tax return for the taxable year. The Company also shall identify the type and amount of each contribution for a Plan Year by written communication to the Trustee on or before the date final allocations are performed under Article 5. If property other than cash is contributed, the property shall be valued at fair market value at the time of contribution. Any amount withheld from Compensation for contribution to this plan shall be paid to the Trustee as soon as administratively feasible, but not later than the 15th business day of the month following the month in which the amounts are withheld from Compensation or such other time prescribed by Regulations.

4.9 Rollovers and Transfers.

The Trustee may accept, administer, and distribute an amount that is either a rollover or a direct transfer from another qualified retirement plan for an Employee who is an Eligible Employee with respect to Before-Tax Employee Contributions and/or Roth Contributions.

(a) **Permitted Transfer.** The transfer must be either:

(i) **Plan-to-Plan Transfer.** A direct plan-to-plan transfer of funds held under another qualified retirement plan or trust that is not a qualifying rollover, or

(ii) **Roth Rollover.** A Roth Rollover Contribution, as described in Section 4.9(b), or

(iii) **Qualifying Rollover.** A Rollover Contribution, including a direct rollover, that the Administrator reasonably concludes is a qualifying rollover from the following eligible plans:

(A) **Qualified Plan.** A qualified plan under Code Section 401(a), including after-tax employee contributions; or

(B) **403(b) Plan.** An annuity contract under Code Section 403(b); or

(C) **IRA.** An individual retirement account or annuity under Code Section 408(a) or 408(b), which was used as a conduit and would otherwise be includable in gross income.

(b) **Roth Rollover Contributions.** A Roth Rollover Contribution is a contribution by a Participant as a direct rollover of Roth money from an applicable retirement plan under Code Section 402A(e)(1). The plan will accept Roth Rollover Contributions as a direct rollover from an applicable retirement plan described in Code Section 402A(e)(1) to the extent the rollover is permitted under the rules of Code Section 402(c). The plan will not accept a rollover contribution

from a Roth IRA described in Code Section 408A or an indirect rollover from an applicable retirement plan. The Administrator may require an Eligible Employee to provide such information as it deems necessary or desirable to show that the Eligible Employee is entitled to roll over such distribution to another qualified retirement plan. Roth Rollover Contributions shall be made to the Participant's Roth Rollover Contributions Account.

(c) **Return of Improper Rollover.** If a rollover amount is determined not to be a qualifying rollover or constitutes a prohibited transfer, the amount, plus any earnings and minus any losses, shall be distributed to the Employee immediately.

(d) **Prohibited Transfers.** This plan shall not accept any amounts transferred if the receipt or subsequent administration of such amounts might subject the Trust assets to tax liabilities deriving from an Employee's terminated participation in any other tax-qualified plan. This plan shall also not accept a transfer of assets from:

(i) **Defined Benefit.** A defined benefit plan,

(ii) **Money Purchase/Target Benefit.** A money purchase pension plan or a target benefit pension plan, or

(iii) **Other.** Any other defined contribution plan subject to the qualified joint and survivor and qualified preretirement survivor annuity requirements of Code Sections 401(a)(11) and 417.

(e) **Participant Direct Rollover of Cash Balance Benefit from BorgWarner Inc. Retirement Plan.** Notwithstanding anything in this plan to the contrary, on and after April 1, 2019, the Trustee may accept, administer, and distribute a direct rollover by a Participant in this plan who has had a Termination of Employment, provided that such direct rollover is a lump sum distribution of a cash balance benefit under Supplement Q to the BorgWarner Inc. Retirement Plan.

4.10 Make-Up Contributions Under USERRA.

A Participant who returns from Qualified Military Service to employment with the Company within the time limits established by USERRA is entitled to make up contributions the Participant could have made and to receive an allocation of Company Contributions the Participant would have received if the Participant had been employed by the Company during the period of Qualified Military Service in accordance with Code Section 414(u) and Regulations. Make-up contributions required by USERRA are treated as having been made in the Plan Year for which they are made and shall not be subject to the applicable plan contribution and deduction limits for the Plan Year in which the contributions are actually made. The make-up contributions, or the right to make such contributions, shall not cause this plan to fail to meet the coverage, nondiscrimination, and top-heavy requirements of the Code.

(a) **Make-Up Contributions.**

(i) **Before-Tax Employee Contributions and Roth Contributions.** A Participant may elect to have additional Before-Tax Employee Contributions and/or Roth Contributions made in accordance with Sections 4.2 and 4.3 beginning on the date of the

Participant's reemployment and extending five years or, if less, three times the period of the Participant's Qualified Military Service. Additional Before-Tax Employee Contributions and/or Roth Contributions shall not exceed the amount that would have been permitted under this plan if the Participant had continued to be employed by the Company during the period of Qualified Military Service minus the Participant's Before-Tax Employee Contributions and/or Roth Contributions actually made during such period, if any. The additional Before-Tax Employee Contributions and/or Roth Contributions are not taken into account in determining compliance with the ADP Limit for the Plan Year for which the contributions are made or for any other Plan Year.

(ii) **Company Retirement and Matching Contributions.** As soon as administratively feasible after the Participant's reemployment, the Company shall contribute to this plan, and allocate to the Participant's accounts, the Company Retirement Contributions and Safe Harbor Company Retirement Contributions that the Participant would have received but for the period of Qualified Military Service. The Company shall make any Company Matching Contributions based on the Participant's additional Before-Tax Employee Contributions and/or Roth Contributions under (i) above in the amount the Participant would have received had the Before-Tax Employee Contributions and/or Roth Contributions been made during the period of Qualified Military Service. The Company shall not be required to make up the allocation of any forfeiture that occurred during the period of Qualified Military Service.

(b) **Compensation.** For purposes of determining the amount of make-up contributions under (a) above, the Participant shall be treated as receiving compensation from the Company at the rate of pay the Participant would have received during the period of Qualified Military Service. If the Compensation of a Participant during the period of Qualified Military Service cannot be determined with reasonable certainty, Compensation shall equal the Participant's average Compensation from the Company for the 12-month period immediately preceding the Qualified Military Service (or, if shorter than 12 months, the period of employment immediately preceding the Qualified Military Service).

(c) **No Investment Experience.** No investment experience shall be credited on make-up contributions for any period prior to the date the contributions are actually made.

4.11 Multiple Adopting Employer Rules.

(a) **Allocation Among Participating Employers.** Company Contributions shall be allocated among the employers adopting this plan on the basis of contributions made by or on behalf of the Participants employed by each adopting employer during the Plan Year for which the contributions are made.

(b) **Contribution for Member of Affiliated Group of Corporations.** If this plan is adopted by more than one corporation and the adopting corporations comprise an affiliated group of corporations within the meaning of Code Section 1504, a member or members of the adopting group of corporations may make and deduct contributions, as permitted under Code Section 404, for and on behalf of an adopting member corporation which is unable to or prevented from making a contribution as permitted in Code Section 404.

4.12 In-Plan Roth Conversions.

A Participant who has not terminated his employment with an Employer may irrevocably elect to make an In-Plan Roth Conversion, in the manner prescribed by the Plan Administrator, of all or part of the Participant's vested Accounts, subject to the following rules:

(a) A married Participant shall not be required to obtain the consent of the Participant's Spouse in order to make a conversion election under this Section 4.12.

(b) Federal tax law currently provides that a Participant must include the taxable amount of an In-Plan Roth Conversion in such Participant's gross income in the taxable year in which the conversion occurs; however, subject to Section 4.12(e), the related mandatory twenty percent (20%) Federal income tax withholding rules do not apply to In-Plan Roth Conversions.

(c) Amounts converted pursuant to this Section 4.12 shall not be treated as distributions for purposes of applying the Participant consent requirements under Code Section 411(a)(11), and shall continue to be taken into account in determining whether the Participant's vested interest in the Participant's Account exceeds \$1,000 for purposes of Section 7.5(a).

(d) An In-Plan Roth Conversion is not subject to the tax on early distributions under Code Section 72(t) at the time of such conversion; provided, however, that if any converted amount is subsequently distributed to a Participant and the Participant does not meet an early distribution exception in Code Section 72(t), then the amount distributed shall then be includible in the Participant's gross income for purposes of applying the tax on early distributions under Code Section 72(t).

(e) A Participant may withdraw amounts from the Participant's In-Plan Roth Conversion Account only at such times as the Participant would otherwise be eligible for a distribution from the plan Account that is the source of the In-Plan Roth Conversion. This section 4.12 does not, and should not be construed to, expand or eliminate any withdrawal or distribution rights or restrictions otherwise applicable to amounts that a Participant elects to treat as an In-Plan Roth Conversion.

(f) For purposes of this Section 4.12, the following definitions shall apply:

(i) The term "In-Plan Roth Conversion" shall mean an amount in a Participant's vested Accounts that the Participant elects to transfer to his In-Plan Roth Conversion Account, pursuant to Code Section 402A(c)(4). The transferred amount shall be treated as a distribution contributed in a qualified rollover contribution under Code Section 408A(e), regardless of whether or not such amounts are actually then distributable under the terms of this plan, and if the transferred amount is a pre-tax amount, it shall be included in the Participant's gross income at the time of the transfer.

(ii) The term "In-Plan Roth Conversion Account" shall mean the Account or Accounts of a Participant that reflect his interest in the Funds attributable to his In-Plan Roth Conversions and shall be established pursuant to the provisions of Section 5.1. All amounts contained in a Participant's In-Plan Roth Conversion Account shall be subject to the rules and legal restrictions (including but not limited to the rules and legal restrictions regarding taxation)

applicable to Roth Contributions, as set forth in the Code and related regulations. All In-Plan Roth Conversion amounts must be 100% vested prior to the transfer and shall continue to be 100% vested in the In-Plan Roth Conversion Account.

ARTICLE 5

ALLOCATIONS

5.1 Accounts.

The Administrator shall maintain the necessary number of accounts for each Participant as described in (a) below. Amounts that have been transferred to this plan in a plan-to-plan transfer on behalf of a Participant shall be credited to the appropriate accounts or subaccounts listed below. Assets transferred to this plan on behalf of a Participant as a result of a plan merger under Section 1.6 shall be credited to the appropriate contributions account and shall not be credited to a transfer account for the Participant.

(a) **Specific Accounts.**

(i) **RSP Account.** “RSP Account” means the account maintained for each Participant consisting of the Participant’s Company Retirement Account, Defined Benefit Rollover Account, Savings Account, and Retiree Health Account, to the extent applicable.

(ii) **Company Retirement Account.** “Company Retirement Account” means the account maintained for each Participant consisting of the following subaccounts, to the extent applicable.

(A) **Company Retirement Contributions Account.** “Company Retirement Contributions Account” means the portion of the Participant’s Company Retirement Account that is credited with the Company Retirement Contributions allocated to the Participant.

(B) **Safe Harbor Company Retirement Contributions Account.** “Safe Harbor Company Retirement Contributions Account” means the portion of the Participant’s Company Retirement Account that is credited with the Safe Harbor Company Retirement Contributions allocated to the Participant.

(iii) **Defined Benefit Rollover Account.** “Defined Benefit Rollover Account” means the account maintained for each Participant consisting of amounts that were previously transferred on behalf of the Participant to this plan prior to January 1, 2009, from a tax qualified defined benefit pension plan maintained by the Company or a Related Employer.

(iv) **Savings Account.** “Savings Account” means the account maintained for each Participant consisting of the following subaccounts, to the extent applicable.

(A) **Before-Tax Employee Contributions Account.** “Before-Tax Employee Contributions Account” means the portion of the Participant’s Savings Account that is credited with the Before-Tax Employee Contributions made on behalf of the Participant that have not been designated by the Participant as Roth Contributions or Retiree Health Contributions.

(B) **Roth Contributions Account.** “Roth Contributions Account” means the portion of the Participant’s Savings Account that is credited with the Roth Contributions made on behalf of the Participant pursuant to Section 4.2(b).

(C) **After-Tax Employee Contributions Account.** “After-Tax Employee Contributions Account” means the portion of the Participant’s Savings Account that is credited with the After-Tax Employee Contributions made on behalf of a Participant.

(D) **Company Matching Contributions Account.** “Company Matching Contributions Account” means the portion of the Participant’s Savings Account that is credited with the Company Matching Contributions allocated to the Participant pursuant to Section 4.3(b).

(E) **Rollover Account.** “Rollover Account” means the portion of the Participant’s Savings Account that is credited with amounts that have been voluntarily rolled over to this plan by the Participant pursuant to Section 4.9(a)(iii). The Administrator may establish subaccounts to account for after-tax Rollover Contributions.

(F) **Roth Rollover Contributions Account.** “Roth Rollover Contributions Account” means the portion of the Participant’s Savings Account that is credited with Roth Rollover Contributions that have been voluntarily rolled over to this plan by the Participant pursuant to Section 4.9(b). The Administrator may establish subaccounts to account for separate Roth Rollover Contributions.

(G) **Pre-1988 Company Matching Contributions Account.** “Pre-1988 Company Matching Contributions Account” means the portion of the Participant’s Savings Account that is credited with the Company Matching Contributions that were involuntarily transferred from the Borg-Warner Corporation Investment Plan (the defined contribution plan maintained by the Company before 1988) on behalf of the Participant pursuant to Section 4.9(a)(i).

(H) **Remy Safe Harbor Match Account.** “Remy Safe Harbor Match Account” means the portion of a Participant’s Savings Account that is credited with the “Safe Harbor Matching Contributions” made to the Remy Savings Plan on or after January 1, 2000 that were transferred to this plan on behalf of such Participant pursuant to Section 4.9(a)(i).

(I) **Remy Prior Matching Account.** “Remy Matching Account” means the portion of a Participant’s Savings Account that is credited with the “Matching Contributions” made or transferred to the Remy Savings Plan prior to January 1, 2000 that were transferred from the Remy Savings Plan to this plan on behalf of such Participant pursuant to Section 4.9(a)(i).

(J) **Remy Prior Profit Sharing Account.** “Remy Profit Sharing Account” means the portion of a Participant’s Savings Account that is credited with the “Profit Sharing Contributions” made or transferred to the Remy Savings Plan on or after January 1, 1999 that were transferred from the Remy Savings Plan to this plan on behalf of such Participant pursuant to Section 4.9(a)(i).

(K) **Remy Employer 100% Vested Account.** “Remy Employer 100% Vested Account” means the portion of a Participant’s Savings Account that is credited with various employer contributions made under the Remy Savings Plan that were 100% vested under the Remy Savings Plan and were transferred to this plan on behalf of such Participant pursuant to Section 4.9(a)(i).

(L) **Remy Before-Tax Supplement Account.** “Remy Before-Tax Supplement Account” means the portion of a Participant’s Savings Account that is credited with the supplemental before-tax contributions of certain Participants to the Remy Savings Plan that were transferred from the Remy Savings Plan to this plan on behalf of such Participant pursuant to Section 4.9(a)(i).

(M) **Delphi Employer Contribution Account.** “Delphi Employer Contribution Account” means the portion of a Participant’s Savings Account that is credited with all employer contributions under the Delphi Savings Plan (including Nonelective Employer Contributions, Matching Employer Contributions, Retirement Contributions, and Fixed Match Contributions made prior to December 1, 2017 and attributable to the Delphi Salaried Retirement Savings Program) that were transferred to this plan on behalf of such Participant pursuant to Section 4.9(a)(1).

(N) **In-Plan Roth Conversion Account.** “In-Plan Roth Conversion Account” means the portion of the Participant’s Savings Account that is credited with In-Plan Roth Conversions pursuant to Section 4.12. The Administrator may establish subaccounts to account for separate In-Plan Roth Conversions

(O) **Akasol Employer Contribution Account.** “Akasol Employer Contribution Account” means the portion of a Participant’s Savings Account that is credited with all employer contributions under the TriNet 401(k) Plan and allocated to employees of Akasol, Inc. thereunder (including Nonelective Employer Contributions and Matching Employer Contributions) that were transferred to this plan on behalf of such Participant pursuant to Section 4.9(a)(i).

(P) **Rhombus Employer Contribution Account.** “Rhombus Employer Contribution Account” means the portion of a Participant’s Savings Account that is credited with all employer contributions under the Oasis Retirement Savings Plan and allocated to employees of Rhombus Energy Solutions, Inc. thereunder (including Nonelective Employer Contributions and Matching Employer Contributions) transferred to this plan on behalf of such Participant pursuant to Section 4.9(a)(i).

(v) **Retiree Health Account.** “Retiree Health Account” means the account maintained for each Participant consisting of the following subaccounts, to the extent applicable.

(A) **Before-Tax Employee Contributions Account.** “Before-Tax Employee Contributions Account” means the portion of the Participant’s Retiree Health Account that is credited with the Before-Tax Employee Contributions made on behalf of the Participant that have been designated by the Participant as Retiree Health Contributions under Section 4.3(a).

(B) **Company Matching Contributions Account.** “Company Matching Contributions Account” means the portion of the Participant’s Retiree Health Account that is credited with the Company Matching Contributions allocated to the Participant pursuant to Section 4.3(b).

(b) **Accounting Only.** Separate accounts shall be maintained for accounting purposes only and shall not require segregated investment of amounts allocated to separate accounts except as specified in Article 9.

(c) **Transfers.** Except for the Pre-1988 Company Matching Contributions Account that was established at the time this plan received the transfer of assets from the Borg-Warner Corporation Investment Plan, assets transferred to this plan from another defined contribution plan maintained by the Company or a Related Employer on behalf of a Participant in accordance with Section 3.2(c)(i)(B) shall be credited to the appropriate accounts listed in (a) above. Unless otherwise specified, the provisions of this plan shall become effective for assets transferred to accounts under this plan as of the date of the transfer.

(d) **Consolidation.** Separate accounts shall not be required if (i) the separation is not necessary for compliance with any requirement of the Code, ERISA, and Regulations, (ii) the consolidation would not deprive a Participant of any tax or transfer opportunity, and (iii) the accounts are subject to the same vesting schedule or are fully vested.

5.2 Allocations.

As of each applicable Valuation Date, the contributions to this plan shall be allocated to each Participant’s accounts as follows:

(a) **Company Retirement Contribution.**

(i) **Eligibility.**

(A) **Regular Contributions.** A Participant shall be eligible for a share of the Company Retirement Contribution determined under Section 4.1(a)(i) and Supplement I for each payroll period during the Plan Year in which the Participant is an Eligible Employee at any time during the payroll period.

(B) **Additional Contributions.** A Participant shall be eligible for a share of the Company Retirement Contribution determined under Section 4.1(a)(ii) and Supplement I for each payroll period during the Plan Year in which the Participant is an Eligible Employee at any time during the payroll period.

(ii) **Allocation.** A Company Retirement Contribution shall be allocated to the Company Retirement Contributions Account of each eligible Participant in the amount determined under Section 4.1.

(b) **Safe Harbor Company Retirement Contribution.**

(i) **Eligibility.** A Participant shall be eligible for a share of the Safe Harbor Company Retirement Contribution determined under Section 4.1(b) for each payroll period during the Plan Year in which the Participant is an Eligible Employee at any time during the payroll period; except that a Participant who is an Ithaca Plant Hourly Employee is not eligible for a share of the Safe Harbor Company Retirement Contribution.

(ii) **Allocation.** A Safe Harbor Company Retirement Contribution shall be allocated to the Safe Harbor Company Retirement Contributions Account of each eligible Participant in the amount determined under Section 4.1(b).

(c) **Before-Tax Employee Contributions.** The Before-Tax Employee Contributions made on behalf of a Participant shall be allocated to the Participant's Savings Account or Retiree Health Account, as applicable.

(d) **Roth Contributions.** The Roth Contributions made on behalf of a Participant shall be allocated to the Participant's Roth Contributions Account.

(e) **Company Matching Contributions.** Company Matching Contributions shall be allocated to the Savings Account or Retiree Health Account, as applicable, of each eligible Participant for whom Before-Tax Employee Contributions and/or Roth Contributions are made in the amount determined under Sections 4.2(e) and 4.3(b).

Before-Tax Employee Contributions and/or Roth Contributions that are Excess Deferrals or Excess Contributions shall not be considered in determining the amount of the Company Matching Contributions to be allocated to the Participant for the Plan Year. If Company Matching Contributions are credited to the Participant before an Excess Deferral or Excess Contribution is determined for the Plan Year, the portion based on an Excess Deferral or Excess Contribution shall be deducted, with any attributable income or loss, and treated as a forfeiture as of the date of the deduction.

(f) **After-Tax Employee Contributions.** Each Participant's After-Tax Employee Contributions shall be allocated to that Participant's After-Tax Employee Contributions Account. After-Tax Employee Contributions shall be allocated for the period in which they are made.

(g) **Minimum Allocation Rate.** If this plan must meet the nondiscrimination requirements of Code Section 401(a)(4) on a benefits basis under Regulations Section 1.401(a)(4)-8(b)(1) for a Plan Year, the allocation rate for the Plan Year for each eligible Participant who is not a Highly Compensated Employee shall be not less than the lesser of (i) one-third of the allocation rate of the Highly Compensated Employee with the highest allocation rate for the Plan Year or (ii) 5% of the Participant's Section 415 Compensation received for the portion of the Plan Year that the Participant is an Eligible Employee. A Participant's allocation rate is the percentage obtained by dividing the Participant's allocation for the Plan Year derived from Company Contributions (other than Before-Tax Employee Contributions, Roth Contributions, and Company Matching Contributions) and forfeitures by the Participant's Participating Compensation for the Plan Year. If necessary, the Company shall make an additional contribution to provide this minimum allocation.

(h) **Restoration of Forfeiture.** If a forfeited amount is required to be restored under Article 6, that amount shall be allocated to the account from which the amount was forfeited.

5.3 Forfeitures.

Forfeitures shall be applied to reduce Company Retirement Contributions or Company Matching Contributions and allocated as part of that contribution.

(a) **Timing.** Forfeitures shall occur as of the dates specified in Articles 4 and 6. Forfeitures shall be allocated as of the last Valuation Date of each month.

(b) **Investment Experience.** Any forfeiture that occurs during a Plan Year shall share in the investment experience of the trust for the period from the preceding Valuation Date through the date as of which the forfeiture is allocated.

5.4 Allocation of Earnings, Losses, and Expenses; Revaluation of Assets.

Participants' accounts shall have a pro rata interest in the assets of the trust except to the extent that all or part of an account is commingled with other accounts for separate investment or is separately invested. Accounts commingled for separate investment shall have a pro rata interest in the separate investments of those accounts.

(a) **Allocation Balance.** A Participant's "Allocation Balance" as of the Valuation Date means the Participant's account balance as of the preceding Valuation Date with adjustments. The adjustments are as follows:

(i) **Contributions Paid During Plan Year.** The Administrator may choose to take into account particular types of contributions after the preceding Valuation Date on a uniform, nondiscriminatory basis.

(ii) **Reductions.** The account balance as of the preceding Valuation Date shall be reduced by the amount of each withdrawal, distribution, or transfer from, separate investment of, or debit or charge (not included in investment experience) to, the account after the preceding Valuation Date.

(b) **Determination of Investment Experience.** As soon as administratively feasible after each Valuation Date, and as of that date, the Administrator shall compute the aggregate investment experience by:

(i) **Earnings/Gains.** Determining any net earnings of the trust and any net realized gain from the disposition of trust assets since the preceding Valuation Date;

(ii) **Losses/Charges.** Determining any net realized loss suffered by the trust and all proper expenses of, and charges against, the trust since the preceding Valuation Date;

(iii) **Unrealized Appreciation/Depreciation.** Revaluing the assets of the trust at market value; and

(iv) **Credit/Charge**. Aggregating the earnings, losses, expenses, and unrealized appreciation or depreciation.

(c) **Allocation of Investment Experience**. Investment experience shall be allocated to each Participant by multiplying the investment experience by a fraction. The numerator of the fraction shall be the Participant's Allocation Balance. The denominator shall be the aggregate Allocation Balances of all Participants.

(d) **Resulting Account Balance**. The Participant's account balance as of the Valuation Date shall be the Participant's account balance as of the preceding Valuation Date plus investment experience allocated under (c) above, plus the Company Contribution and other amounts to be allocated as of the Valuation Date, less the amount of all debits or charges (not included in investment experience) to, or withdrawals, transfers, distributions, or forfeitures from, the account as of that date.

(e) **Separate Investment or Terminated Participant's Accounts**. If a Participant has terminated employment and has not elected distribution of the Participant's accounts, or if any of the Participant's accounts are separately invested, the allocation rules shall be applied separately to each separate portion of the trust or to the Participant's accounts that remain after the Participant's employment terminates. The Company may pay directly or may direct the Trustee to pay from the trust, as part of the administrative expenses of this plan, reasonable fees, expenses, or special charges that result from the separate investment of that Participant's account(s), or that are properly attributable to the Participant's accounts that remain after the Participant's employment terminates, on a uniform nondiscriminatory basis for all Participants.

(f) **Extraordinary Expenses**. All expenses resulting from reasonable efforts to locate or determine the proper recipient of a distribution shall be charged to the affected account when directed by the Administrator on a uniform, nondiscriminatory basis for all Participants. These expenses include, without limitation, expenses resulting from legal proceedings, including those related to a QDRO. In addition, when a QDRO directs payment of a percentage or portion of a Participant's account to an alternate payee, rather than payment of a specific dollar amount, the expenses related to the QDRO shall be charged to the Participant's account as of a date prior to implementation of the QDRO. Expenses of legal proceedings against this plan, the Trustee, or another fiduciary, other than expenses incurred in obtaining a QDRO and the Administrator's approval of the QDRO, which are initiated by a Participant or Beneficiary shall be charged to the Participant's account only if the Participant or Beneficiary fails to prevail in the legal proceeding.

(g) **Limited Allocation For Alternate Valuation Dates**. If a Valuation Date is other than the last day of the Plan Year, the Administrator may limit determination and allocation of investment experience in a nondiscriminatory manner to any separate part of the trust or to any separate account or accounts.

(h) **Cash Basis and Daily Valuation**. Alternatively, and notwithstanding other allocation dates and requirements for other purposes in this plan, all amounts may be credited for the purpose of allocating investment experience, and investment experience may be determined and allocated, pursuant to any consistent, nondiscriminatory cash basis accounting procedure or daily valuation system (with cash basis accounting) approved by the Administrator.

(i) **Revenue.** Revenue generated by the investment of plan assets (including, but not limited to 12b-1 fees, sub transfer agency fees or shareholder servicing fees) may be allocated as the Administrator determines, in its sole discretion, as additional investment experience, per capita to each Participant, to pay or offset administrative expenses incurred in the operation and administration of this plan, or in any other nondiscriminatory manner determined by the Administrator.

5.5 Limitation on Annual Additions.

The total Annual Additions for a Participant for any Limitation Year shall not exceed the lesser of the Percentage Limit or the Defined Contribution Dollar Limit.

(a) **Annual Additions.** “Annual Additions” for a Participant for a Limitation Year means the sum of:

(i) **Company Contributions and Forfeitures.** The Participant’s share of the Company’s contributions (including allocations under a simplified employee pension) and forfeitures;

(ii) **After-Tax Employee Contributions.** The Participant’s After-Tax Employee Contributions;

(iii) **Post-Retirement Medical Benefits Account.** For purposes of the Defined Contribution Dollar Limit and for Limitation Years beginning after December 31, 1985, amounts allocated to the separate post-retirement medical benefits account of a Key Employee, as defined in Code Section 419A(d)(3), under a welfare benefit fund, as defined in Code Section 419(e);

(iv) **Individual Medical Benefit Account.** For purposes of the Defined Contribution Dollar Limit, contributions allocated for Limitation Years beginning after March 31, 1984, to an individual medical benefit account in a pension or annuity plan, as defined in Code Section 415(l)(2);

(v) **Excess Deferrals.** For the Limitation Years during which these amounts were contributed, Excess Deferrals that are not distributed to a Participant by the first April 15th following the end of the Participant’s taxable year;

(vi) **Excess Contributions and Excess Aggregate Contributions.** For the Limitation Years during which these amounts were contributed, Excess Contributions and Excess Aggregate Contributions whether or not distributed to a Participant; and

(vii) **Excess Annual Addition Applied.** An excess Annual Addition from the preceding Limitation Year applied to reduce the Company Contributions for the current Plan Year.

(b) **Defined Contribution Dollar Limit.** “Defined Contribution Dollar Limit” means the dollar amount specified in Code Section 415(c)(1)(A), which is \$53,000 for 2016, as adjusted for increases in the cost-of-living under Code Section 415(d).

(c) **Percentage Limit.** “Percentage Limit” means 100% of the Participant’s Section 415 Compensation from the Company for the Limitation Year.

(d) **Section 415 Compensation.** “Section 415 Compensation” means a Participant’s wages, salaries, and fees for professional services and other amounts received (whether or not an amount is paid in cash) for personal services actually rendered in the course of employment with the Company (including, but not limited to, commissions paid to salesmen, compensation for services based on a percentage of profits, commissions on insurance premiums, tips, bonuses, fringe benefits, and reimbursements or other expense allowances under a nonaccountable plan (as described in Regulations Section 1.62-2(c)) actually paid and includable in gross income for the Limitation Year in accordance with Regulations Section 1.415(c)-2(d)(2).

(i) **Inclusions.** Section 415 Compensation includes:

(A) **Elective Contributions.** Elective contributions that are excluded from gross income by Code Sections 125 (including Deemed Section 125 Compensation), 132(f)(4), 402(g)(3) or 457;

(B) **Compensation Paid after Employment Terminates.** The following amounts provided they are paid by the later of 2 1/2 months after the Participant’s employment terminates or the end of the Limitation Year that includes the date of termination:

(1) **Regular Compensation.** Regular compensation for services performed during the Participant’s regular working hours, or compensation for services performed outside the Participant’s regular working hours (such as overtime or shift differential), commissions, bonuses or other similar payments, provided they would have been made had the Participant continued in employment with the Company; or

(2) **Leave Cashouts.** Payments made for unused accrued bona fide sick, vacation, or other leave that the Participant would have been able to use if employment had continued; and

(C) **Military Service.** Differential wage payments as defined under Code Section 3401(h)(2) made by the Company to an Employee with respect to any period during which the Employee is performing Qualified Military Service for a period of more than 30 days.

(ii) **Exclusions.** Section 415 Compensation excludes:

(A) **Medical/Disability Benefits.** Amounts described in Code Sections 104(a)(3), 105(a), or 105(h), but only to the extent the amounts are includable in the gross income of the Employee;

(B) **Moving Expenses.** Amounts paid or reimbursed by the Company for moving expenses incurred by the Employee, but only to the extent that at the time of payment it is reasonable to believe that the amounts are not deductible by the Employee under Code Section 217 (to the extent amounts are deductible under Code Section 217, they are not considered wages received by the Participant for purposes of determining Section 415 Compensation);

(C) **Nonqualified Stock Options.**

(1) **Year of Grant.** The value of a nonqualified stock option granted to an Employee, but only to the extent that the value of the option is includable in the gross income of the Employee for the taxable year in which granted; and

(2) **Year of Exercise.** Amounts realized from the exercise of a nonqualified stock option;

(D) **Qualified Stock Option.** Amounts realized from the sale, exchange, or other disposition of stock acquired under a qualified stock option;

(E) **Section 83 Property.** Amounts includable in the gross income of the Employee upon making an election under Code Section 83(b) with respect to property received for services or when restricted stock (or property) held by the Employee either becomes freely transferable or is no longer subject to substantial risk of forfeiture;

(F) **Constructive Receipt.** Amounts includable in the gross income of the Employee under Code Sections 409A or 457(f)(1)(A) or because the amounts are constructively received by the Employee;

(G) **Contributions/Distributions.** Contributions to a plan of deferred compensation (including a simplified employee pension plan described in 408(k) or a simple retirement account described in 408(p)) that are not includable in the Employee's gross income for the taxable year in which contributed and any distributions from a plan of deferred compensation (whether or not qualified); and

(H) **Other Amounts.** Other amounts that received special tax benefits such as premiums for group-term life insurance (but only to the extent the premiums are not includable in the gross income of the Employee).

(iii) **Limitation.** Section 415 Compensation shall not exceed the Annual Compensation Limit.

(iv) **Estimation.** Until Section 415 Compensation is actually determinable, the Company may use a reasonable estimate of Section 415 Compensation. As soon as administratively feasible, actual Section 415 Compensation shall be determined.

(e) **Limitation Year.** "Limitation Year" means the Plan Year.

(i) **Change.** If the Limitation Year is amended to a different 12-month period, the new Limitation Year must begin on a date within the Limitation Year in which the amendment is made.

(ii) **Short Limitation Year.** If a short Limitation Year is created by an amendment, the maximum Annual Addition shall not exceed the Defined Contribution Dollar Limit multiplied by a fraction. The numerator of the fraction is the number of months in the short Limitation Year and the denominator is 12.

(f) **Related Employer Aggregation.** All plans maintained by the Company and any Related Employer, all contributions under those plans, and Section 415 Compensation from the Company and any Related Employer shall be aggregated for purposes of applying this section and the remainder of this article.

5.6 Excess Additions.

(a) **Before Contribution.** If the Annual Additions limitation will be exceeded for a Participant, the Participant's After-Tax Employee Contributions and the Company Contributions on behalf of the Participant for the Plan Year may be reduced before payment to the Trustee to the maximum amount permitted under Section 5.5. The excess shall be prevented by first reducing the Participant's After-Tax Employee Contributions and then reducing the Company Contributions on behalf of the Participant (to the extent necessary) in the following order: first, any Before-Tax Employee Contributions to the Participant's Retiree Health Account (and the related Company Matching Contributions); then, any Before-Tax Employee Contributions to the Participant's Savings Account (and the related Company Matching Contributions); next, any Roth Contributions to the Participant's Savings Account (and the related Company Matching Contributions); next, any Company Retirement Contributions to the Participant's Company Retirement Contributions Account; and, finally, any Safe Harbor Company Retirement Contributions to the Participant's Safe Harbor Company Retirement Contributions Account.

(b) **After Contribution.** If the Annual Additions limitation under Section 5.5 is exceeded for a Plan Year, the Company will follow the requirements of the Employee Plans Compliance Resolution System (EPCRS) or any successor procedures issued by the Internal Revenue Service to correct the excess Annual Addition.

ARTICLE 6

DETERMINATION OF VESTED PORTION

6.1 Year of Vesting Service.

An Employee shall be credited with a "Year of Vesting Service" for each Year of Service, including periods before the Employee became a Participant and before the original effective date of this plan.

6.2 Vested Percentage.

The vested portion of a Participant's RSP Account shall be determined in accordance with the following provisions.

(a) **100% Vesting.** A Participant's vested percentage shall be 100% with respect to the Participant's accounts for Before-Tax Employee Contributions, Roth Contributions, Catch Up Contributions, Safe Harbor Company Retirement Contributions, After-Tax Employee Contributions, and, if applicable, the Participant's Rollover Account, Roth Rollover Account, Pre-1988 Company Matching Contributions Account, Defined Benefit Rollover Account, Remy Safe Harbor Match Account, Remy Employer 100% Vested Account, Remy Before-Tax Supplement

Account, Delphi Employer Contribution Account, Akasol Employer Contribution Account, Rhombus Employer Contribution Account, and In-Plan Roth Conversion Account.

(b) **Vesting Schedule.**

(i) A Participant's vested percentage with respect to the Participant's accounts for Company Retirement Contributions and Company Matching Contributions shall be determined as follows:

<u>Years of Vesting Service</u>	<u>Vested Percentage</u>
Less than 3 years	0%
3 years or more	100%

(ii) A Participant shall be vested in his Remy Prior Matching Account and Remy Prior Profit Sharing Account in the following percentages as of the completion of the following Years of Vesting Service:

<u>Number of Years of Vesting Service</u>	<u>Vested Percentage</u>
Less than 1	0%
At least 1 but less than 2	20%
At least 2 but less than 3	40%
At least 3 but less than 4	60%
At least 4 but less than 5	80%
5 or more	100%

(c) **Normal Retirement Date, Death, or Disability.** The vested portion with respect to all of the accounts of a Participant who is employed by the Company or a Related Employer on or after the Participant's Normal Retirement Date or whose employment terminates due to death or Permanent Disability shall be 100%. If a Participant dies on or after January 1, 2007, or suffers a Permanent Disability on or after January 1, 2010, while performing Qualified Military Service and the Participant was entitled to reemployment rights under USERRA immediately before the Participant's death or Permanent Disability, the Participant's RSP Account shall become fully vested and nonforfeitable (to the extent not already fully vested and nonforfeitable) as of the date of the Participant's death or Permanent Disability.

(d) **Reduction in Workforce.** Notwithstanding the vesting schedule in (b) above, the RSP Account of a Participant who is not an Ithaca Plant Hourly Employee and who incurs an involuntary termination of employment due to action taken by the Company to reduce its workforce shall be fully vested if the Participant has at least two Years of Vesting Service on the date employment terminates.

(e) **Vesting for Certain Former Employees of BorgWarner Emission Systems LLC.** Notwithstanding the vesting schedule in (b) above, effective as of December 1, 2021, Participants who were working at the Water Valley location of BorgWarner Emission Systems

LLC on November 30, 2021, who terminate employment with BorgWarner Emission Systems LLC on the closing date for the sale of the Water Valley entity, shall be 100% vested in their Company Retirement Contributions and Company Matching Contributions. For purposes of this Section 6.2(e), employees who were working at BorgWarner Emission Systems LLC includes both active employees and employees who were on vacation or an approved leave of absence (including but not limited to, sick leave, qualified military service under the Uniformed Services Employment and Reemployment Rights Act of 1994, and leave under the Family and Medical Leave Act).

6.3 Termination of Employment/Reemployment.

(a) **Timing of Forfeiture.** Any nonvested amount shall be forfeited from a Participant's account as of the date the Participant's employment terminates.

(b) **Restoration of Nonvested Amount.** If the nonvested amount of a Participant's account is forfeited, and the Participant is reemployed by the Company or a Related Employer before the Participant has a Break in Service of 60 consecutive months, the nonvested amount forfeited from the Participant's account (including earnings thereon) shall be contributed by the Company and restored to the Participant's account.

(c) **Earnings.** The earnings on a nonvested amount restored shall be based on the earnings rate under the plan as a whole from the date of the forfeiture through the date of the Participant's reemployment. The earnings rate under the plan as a whole shall be the average of the rates earned by all of the funds under the plan (weighted by the portion of the plan assets invested in each fund) in the valuation periods from the date of forfeiture through the earlier of the date the Participant's entire Vested Account Balance is distributed or the date of the Participant's reemployment.

(d) **Permanent Forfeiture.** A Participant's nonvested amount shall be permanently forfeited on the date the Participant has a Break in Service of 60 consecutive months.

6.4 Death After Termination/Lost Recipient.

(a) **Death After Termination.** If a Participant whose vested percentage under Section 6.2(b) is not 100% dies after termination of employment but before the Participant has a Break in Service of 60 consecutive months, any remaining Vested Account Balance shall be distributed pursuant to Article 7. Any nonvested amount that was not forfeited previously shall be permanently forfeited as of the date of the Participant's death.

(b) **Lost Recipient.** If a Person entitled to a payment cannot be located, the Participant's account shall be forfeited as of the date the Administrator certifies to the Trustee that the Person cannot be located. The Participant's Vested Account Balance shall be restored to the Participant's account if the Person entitled to the payment submits a written election of method of payment.

6.5 Vested Account Balance and Nonvested Amount.

(a) **Vested Amount.** "Vested Account Balance" as of the date of determination means the sum of (i) the balances in the Participant's accounts listed under Section 6.2(b) multiplied by

the Participant's vested percentage and (ii) the balances in the Participant's accounts listed under Section 6.2(a).

- (b) **Nonvested Amount.** The remainder shall be the Participant's nonvested amount.

ARTICLE 7

DISTRIBUTIONS

7.1 Distributive Events.

The following events shall permit distribution.

- (a) **Normal Retirement Date.**

(i) **Termination.** A Participant's employment terminates at or after the Participant's Normal Retirement Date. "Normal Retirement Date" means the date the Participant attains age 65.

(ii) **Continued Employment.** A Participant who has reached Normal Retirement Date and continues to be employed requests a distribution of all or any part of the Participant's RSP Account.

- (b) **Death.** A Participant dies.

(c) **Permanent Disability.** A Participant's employment terminates due to a Permanent Disability. "Permanent Disability" means that the Participant has been determined to be disabled under the applicable long-term disability plan of the Company in which the Participant participates.

(d) **Other Termination of Employment.** A Participant's employment terminates for any other reason. A termination of employment includes a severance from employment pursuant to Regulations Section 1.401(k)-1(d)(2). A transfer to any other employment with the Company (including employment as a Leased Employee), or a transfer between the Company and a Related Employer, is not a termination of employment even if the transfer causes a Participant to lose the Participant's status as an Eligible Employee.

(e) **Transfer to Related Employer.** A Participant transfers from employment that is not covered by this plan or to a Related Employer that has not adopted this plan and the Participant becomes eligible to participate in another defined contribution plan maintained by the Company or a Related Employer. The Participant's Vested Account Balance shall be transferred to the other qualified retirement plan maintained by the Company or Related Employer in accordance with Section 3.2(c); except that a Participant's Vested Account Balance may not be transferred unless the Company reasonably concludes that the transferee plan provides that amounts attributable to Before-Tax Employee Contributions, Roth Contributions, and Safe Harbor Company Retirement Contributions will remain subject to the distribution limitations of Regulations Section 1.401(k) - 1(d) after the transfer.

(f) **Required Beginning Date.** A Participant reaches the Participant's Required Beginning Date.

(g) **QDRO.** This plan receives a QDRO and the Administrator directs the Trustee to pay benefits to an alternate payee as set forth in the QDRO.

“QDRO” means a qualified domestic relations order, as defined in Code Section 414(p), that is issued by a competent state court and that meets the following conditions:

(i) **Alternate Payee.** The alternate payee must be the Spouse or former Spouse or a child or other dependent of the Participant.

(ii) **Reason for Distribution.** The distribution must relate to alimony, support of a child or other dependent, or a division of marital property.

(iii) **Contents.** The QDRO must contain the name and address of the Participant and the alternate payee, the amount of the distribution or percentage of the Participant's account to be distributed, the Valuation Date as of which the amount or percentage is to be determined, and instructions concerning the timing and method of distribution.

(iv) **Restrictions.** A QDRO may not require (A) this plan to pay more to the Participant and all alternate payees than the Participant's Vested Account Balance; (B) a method, commencement date, or duration of payment not otherwise permitted under this article; or (C) cancellation of the prior rights of another alternate payee.

(h) **Plan Termination.** Termination of this plan with respect to all Participants.

Notwithstanding the above, a Participant's accounts for Before-Tax Employee Contributions, Roth Contributions, and Safe Harbor Company Retirement Contributions may not be distributed after plan termination if the Company or Related Employer maintains an alternative defined contribution plan as described in Regulations under Code Section 401(k) other than an employee stock ownership plan as defined in Code Sections 4975(e)(7) or 409, a simplified employee pension as defined in Code Section 408(k), a SIMPLE IRA plan as defined in Code Section 408(p), a plan or contract that satisfies the requirements of Code Section 403(b), or a plan that is described in Code Section 457(b) or (f).

(i) **In-Service Withdrawal.** A Participant requests a distribution of all or part of the Participant's Savings Account or Retiree Health Account as permitted below. The Administrator may establish procedures regarding the availability and administration of the following withdrawals, including the hierarchy for applying the withdrawal to the Participant's Accounts and Investment Funds under the plan.

(i) **Withdrawal of After-Tax Employee Contributions.** A Participant requests a withdrawal from the Participant's After-Tax Employee Contributions Account.

(ii) **Withdrawal of Rollover Amount.** A Participant requests a withdrawal from the Participant's Rollover Account or Roth Rollover Account.

(iii) **Withdrawal of Pre-1988 Company Matching Contributions.** A Participant requests a withdrawal from the Participant's Pre-1988 Company Matching Contributions Account.

(iv) **Age 59½.** A Participant who has attained age 59½ requests a withdrawal of all or any portion of the Participant's vested Accounts.

(v) **Delphi Employer Contribution Withdrawals.** A Participant who has not yet attained age 59-1/2 requests a withdrawal of all or any portion of the Participant's Delphi Employer Contribution Account that was contributed to the Delphi Plan at least 24 months prior to such withdrawal.

(j) **Hardship Withdrawal.** A Participant who has not attained age 59½ may request a hardship withdrawal from the Participant's After-Tax Employee Contributions Account, Rollover Account, Pre-1988 Company Matching Contributions Account, Before-Tax Employee Contributions Account in the Participant's Savings Account, Before-Tax Employee Contributions Account in the Participant's Retiree Health Account, Roth Contributions Account, and Roth Rollover Contributions Account, as well as any additional account or subaccount established to maintain qualified nonelective contributions contributed to this plan on behalf of the Participant. A Participant may not make more than a total of two hardship withdrawals in any calendar year under this Section 7.1(j). The Administrator may establish procedures regarding the availability and administration of hardship withdrawals, including the hierarchy for applying the withdrawal to the Participant's Accounts and Investment Funds under the plan. A hardship withdrawal must satisfy the following conditions.

(i) **Amount.** The amount of the withdrawal shall not exceed the amount needed to meet an immediate and heavy financial need. The amount of an immediate and heavy financial need may include any amounts necessary to pay any federal, state, or local income taxes or penalties reasonably anticipated to result from the withdrawal.

(ii) **Immediate and Heavy Financial Need.** The request must establish an unusual financial burden due to an immediate and heavy financial need on account of:

(A) the purchase of, but not mortgage or other regular payments for, a principal residence for the Participant;

(B) tuition and related educational costs for the next 12 months of post-secondary education for the Participant or the Participant's, Spouse, children, or dependents or for a primary Beneficiary under this plan;

(C) medical expenses previously incurred or necessary to obtain medical care of the type deductible under Code Section 213(d) (determined without regard to the limitations in Code Section 213(a) relating to the applicable percentage of adjusted gross income) for the Participant, or the Participant's Spouse, children or dependents or for a primary Beneficiary under the Plan;

(D) prevention of eviction from, or foreclosure (or forfeiture) of the mortgage, land contract, or other security interest on the Participant's principal residence;

(E) burial or funeral expenses for the Participant's parent, Spouse, child, or dependent or for a deceased primary Beneficiary under this plan;

(F) expenses for the repair of damage to the Participant's principal residence that are of the type deductible under Code Section 165 (determined without regard to Code Section 165(h)(5) and whether the loss exceeds 10% of adjusted gross income);

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

(H) other conditions specified by the Commissioner of Internal Revenue in official pronouncements are immediate and heavy financial needs for purposes of this plan.

For purposes of Section 7.1(j)(ii), a "primary Beneficiary under this plan" is an individual who is named as a Beneficiary under this plan and has an unconditional right, upon the death of the Participant, to all or a portion of the Participant's Accounts under this plan.

(iii) **Other Resources.** The amount needed to meet the immediate and heavy financial need must not be reasonably available from other resources of the Participant. A Participant shall be deemed to have no other available resources if the Participant has received all distributions payable from this plan and all other qualified and nonqualified plans maintained by the Company without termination of employment.

(k) **Qualified Reservist Distribution.** If a Participant who is a member of a reserve component is ordered or called to active military duty for a period in excess of 179 days, or for an indefinite period, the Participant may request a withdrawal from the Participant's Before-Tax Employee Contributions Accounts or Roth Contributions Account at any time between the order or call to duty and the end of active duty ("Qualified Reservist Distribution"). The Administrator may establish procedures regarding the availability and administration of Qualified Reservist Distributions, including the hierarchy for applying the distribution to the Participant's Accounts and Investment Funds under the Plan.

(l) **Active Duty Severance Distribution.** A Participant who has been on active duty within the uniformed services (within the meaning of the applicable provisions of Chapter 43 of Title 38 of the United States Code) for more than 30 days shall be eligible to request a distribution of all or part of the Participant's vested Accounts. If a Participant receives a distribution under this paragraph (l), the following additional rules shall apply:

(i) The distribution shall be treated as an "Eligible Rollover Distribution" under Section 7.3(b)(1).

(ii) The Participant's right to make Before-Tax Employee Contributions, Roth Contributions, and After-Tax Employee Contributions under this plan, or to make any elective contributions (whether pre-tax or after-tax) or employee contributions under any other plan

maintained by the Employer or a Related Employer, shall be suspended for a period of 6 months following the date of distribution. For this purpose, the reference to other plans includes qualified and non-qualified deferred compensation plans, stock option, stock purchase, and any other plans referred to in Treas. Reg. Section 1.401 (k)-1(d)(3)(iv)(F).

(m) **Coronavirus Related Distributions.** Subject to the provisions of this Section 7.1(m), a Qualified Individual may take one or more Coronavirus-Related Distributions, as permitted under the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”) from his vested Accounts under this plan, as described in this Section.

(i) A “Coronavirus-Related Distribution” means a distribution to a Qualified Individual during the period beginning January 1, 2020 and ending December 30, 2020. The total amount of Coronavirus-Related Distributions to a Qualified Individual pursuant to this Amendment from all plans maintained by the Employer, or any related employer described in Code Section 414(b), (c), (m), or (o), shall not exceed \$100,000. The Coronavirus-Related Distributions from the plan to a Qualified Individual will not exceed the amount of the individual’s vested Account balance. The provisions of this Section will apply notwithstanding any limitation in the plan on partial distributions or any otherwise applicable plan or administrative limits on the number of allowable distributions.

(ii) A “Qualified Individual” means any individual (i) who is diagnosed with the virus SARS-CoV-2 or with coronavirus disease 2019 (“COVID-19”) by a test approved by the Centers for Disease Control and Prevention, (ii) whose spouse or dependent (as defined in Code Section 152) is diagnosed with such virus or disease by such a test, or (iii) who experiences adverse financial consequences as a result of being quarantined, being furloughed or laid off or having work hours reduced due to such virus or disease, being unable to work due to lack of child care due to such virus or disease, closing or reducing hours of a business owned or operated by the individual due to such virus or disease, or other factors as determined by Treasury or the Internal Revenue Service. Participants, alternate payees and Beneficiaries of deceased Participants can be treated as Qualified Individuals. The Plan Administrator may rely on an individual’s certification that the individual satisfies a condition to be a Qualified Individual unless the Plan Administrator has actual knowledge to the contrary.

(iii) A Participant who receives a Coronavirus-Related Distribution (from this plan and/or another eligible retirement plan as defined in Code Section 402(c)(8)(B)), at any time during the 3-year period beginning on the day after receipt of the distribution, may make one or more contributions to the plan, as rollover contributions, in an aggregate amount not to exceed the amount of such distribution.

7.2 Valuation for Distribution.

The Participant’s Vested Account Balance shall be determined as of the Valuation Date coinciding with or most recently preceding the date of the distribution. The amount distributed shall not include investment experience for the period from the Valuation Date to the date of distribution. Separate valuations shall be performed for segregated accounts that are commingled for investment and any accounts that are separately invested without commingling. The amount

to be distributed shall be reduced by the amount of any distribution or withdrawal during the period from the Valuation Date to the date of distribution.

7.3 Methods of Distribution/Direct Transfer.

(a) **Methods of Distribution.** Upon election by the Participant or Beneficiary, distribution of a Participant's RSP Account shall be made in one of the following methods:

(i) **Lump Sum.** A lump sum payment. A lump sum shall be the only permitted method of distribution for the following:

(A) **Small Balance.** A distribution when the Participant's consent is not required pursuant to Section 7.7(b)(iii);

(B) **Death of Participant After Plan Termination.** A distribution payable to the Beneficiary of a Participant who dies after the termination of the plan under Section 7.1(h) and Article 12;

(C) **QDRO.** A distribution pursuant to a QDRO under Section 7.1(g) regardless of whether the Participant is eligible to receive a distribution from the plan; or

(D) **Beneficiary.** A distribution payable to the Beneficiary of a Participant's Beneficiary.

(ii) **Installments.** Installments paid annually, monthly, or more frequently if permitted by the Administrator, over an elected period of years not exceeding the life expectancy of the Participant or the joint life expectancy of the Participant and a Beneficiary.

(A) **Amount.** The amount of the installment payments distributed each calendar year or each calendar month, as applicable, shall be equal to the quotient obtained by dividing the nonforfeitable interest in the Participant's RSP Account by the remaining number of years or months, as applicable, in the period. The elected installment payment schedule may be changed, the initial amount distributed may be greater or lesser than subsequent payments, or the remainder may be paid in a lump sum, but a Participant may not elect payments smaller than the Minimum Distribution.

(B) **Life Expectancy.** Life expectancy, as of the calendar year in which payment begins, shall be determined in the manner described in Section 7.4.

(C) **No Additional Contributions** When a Participant's RSP Account is distributable in periodic installments, the Participant shall not be eligible for any additional Company Retirement Contributions or Company Matching Contributions.

(D) **Acceleration of Installments.** The Participant may elect, in a manner approved by the Administrator, to accelerate the payment of all or any portion of any unpaid installments; provided, however, that no more than two (2) elections may be made in any calendar year to accelerate the payment of any unpaid installments for the year.

(E) **Cessation of Payments Upon Reemployment.** If a Participant who is receiving installment payments is reemployed by the Company, the Participant's installment payments shall cease on the Participant's reemployment date. The date the Participant subsequently becomes eligible for a distribution shall be a new Benefit Starting Date for the Participant.

(iii) **Partial Payments.** Irregular, nonperiodic payments. Prior to January 1, 2021, a Participant was not permitted to elect more than two (2) partial payments in any calendar year.

(b) **Direct Rollover to Another Plan.** At the election of the distributee, the Trustee shall transfer an eligible rollover distribution to the trustee or custodian of an eligible retirement plan for the benefit of the distributee.

(i) **Eligible Rollover Distribution.** An eligible rollover distribution is a distribution of any portion of the balance to the credit of a distributee, except that an eligible rollover distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of ten years or more; any distribution to the extent that the distribution is required under Code Section 401(a)(9); any hardship distribution; a permissible withdrawal under Code Section 414(w)(2); and any other distribution that is reasonably expected to total less than \$200 during a year. For purposes of the direct rollover provisions of this Section 7.3, a portion of a distribution shall not fail to be an eligible rollover distribution merely because the portion consists of non-Roth after-tax employee contributions which are not includible in gross income. However, such portion may be transferred only to an individual retirement account or annuity described in Code Sections 408(a) or 408(b), or to a qualified defined contribution plan described in Code Sections 401(a) or 403(b) that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible. For purposes of the direct rollover provisions of this Section 7.3, an eligible rollover distribution includes a rollover distribution from the plan to a Roth IRA that meets the requirements of Code Sections 408A(e) and 402(c).

(ii) **Eligible Retirement Plan.** An eligible retirement plan is an individual retirement account or annuity described in Code Section 408(a), 408A, or 408(b), an annuity plan described in Code Section 403(a), an annuity contract described in Code Section 403(b), or a qualified trust described in Code Section 401(a), that accepts the distributee's eligible rollover distribution. An eligible retirement plan also includes an eligible plan under Code Section 457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this plan.

(A) **After-Tax Contributions.** For any portion of an eligible rollover distribution consisting of after-tax contributions that are not includable in gross income, an eligible retirement plan is an individual retirement account or annuity described in Code Section 408(a),

408A, or 408(b) or a qualified trust described in Code Section 401(a) or an annuity contract described in Code Section 403(b) that agrees to separately account for such portion.

(B) **Non-Spouse Beneficiary.** For any portion of a distribution deemed to be an eligible rollover distribution for a Beneficiary who is not a Spouse, an eligible retirement plan is an individual retirement account or annuity described in Code Section 408(a), 408A, or 408(b) that is established for the purpose of receiving the distribution on behalf of the designated Beneficiary and which is treated as an inherited IRA within the meaning of Code Section 408(d)(3)(C).

(C) **Roth Amounts.** A direct rollover of a distribution from a Participant's account under the plan that includes the Participant's Roth Contributions, Roth Catch Up Contributions, Roth Rollover Contributions, or In-Plan Roth Conversions, each as adjusted for earnings and losses, shall only be made to an eligible retirement plan that includes designated Roth accounts or to a Roth IRA described in Code Section 408A and only to the extent the rollover is permitted under the rules of Code Section 402(c).

(iii) **Distributee.** A distributee includes the Participant, the Participant's surviving Spouse, the Participant's Spouse or former Spouse who is an alternate payee under a QDRO, and a Beneficiary who is not a Spouse.

(c) **Form of Distribution.** Effective as of 1:00 p.m. Eastern Time, May 31, 2023, no Company Stock shall be distributed from this plan.

Prior to 1:00 p.m. Eastern Time, May 31, 2023, to the extent a Participant's RSP Account is invested in Company Stock, the Participant or Beneficiary may request such amount to be distributed in Company Stock. If the Participant or Beneficiary elects payment in Company Stock, the distribution shall be made in whole shares of stock, plus cash in lieu of any fractional shares. The number of shares to be distributed shall be determined by the Participant's investment in Company Stock on the Valuation Date as of which the distribution is paid. If the Participant or Beneficiary does not request a distribution in Company Stock, the distribution shall be paid in cash. If the distribution is paid in cash, the Trustee shall sell the Company Stock allocated to the Participant and distribute the net proceeds received by the Trustee with respect to the sale of Company Stock from the Participant's accounts. Amounts invested in any manner other than in Company Stock shall be distributed to the Participant or Beneficiary in cash.

7.4 Minimum Distribution Amount.

The minimum amount that must be distributed for each calendar year beginning with the calendar year immediately preceding the calendar year that contains the Participant's Required Beginning Date ("Minimum Distribution") shall be made in accordance with Code Section 401(a)(9) and Regulations, including the minimum incidental benefit requirement under Code Section 401(a)(9)(G). The provisions of this section shall take precedence over any other provision of this plan that permits payment at a later time or in a smaller amount.

(a) **Lifetime.** During the Participant's lifetime, the Minimum Distribution is the lesser of (i) or (ii) below. Minimum Distributions determined in accordance with this provision will

begin when required under Section 7.5(c) and continue through the calendar year that includes the Participant's date of death.

(i) **Uniform Lifetime Table.** The quotient obtained by dividing the Participant's Vested Account Balance by the distribution period in the Uniform Lifetime Table set forth in Regulations Section 1.401(a)(9)-9 based on the Participant's age at the birthday during the calendar year for which the distribution is made.

(ii) **Spouse is Beneficiary.** If the Participant's Spouse is the only Designated Beneficiary, the quotient obtained by dividing the Participant's Vested Account Balance by the number in the Joint and Last Survivor Table set forth in Regulations Section 1.401(a)(9)-9 based on the age of the Participant and Spouse at their birthdates during the calendar year for which the distribution is made.

(b) **Death After Required Beginning Date.**

(i) **Designated Beneficiary.** If the Participant dies on or after the Required Beginning Date and there is a Designated Beneficiary, the Minimum Distribution for each calendar year after the year of the Participant's death shall be the quotient obtained by dividing the Participant's Vested Account Balance by the longer of the remaining life expectancy of the Participant or the remaining life expectancy of the Participant's Designated Beneficiary, determined in accordance with the following.

(A) **Participant's Life Expectancy.** The Participant's remaining life expectancy is calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

(B) **Designated Beneficiary's Life Expectancy.**

(1) **Spouse is Beneficiary.** If the Participant's Spouse is the only Designated Beneficiary, the remaining life expectancy of the Spouse is calculated for each calendar year after the year of the Participant's death using the Spouse's age as of the Spouse's birthday in that year. For calendar years after the year of the Spouse's death, the remaining life expectancy of the Spouse is calculated using the age of the Spouse in the year of death, reduced by one for each subsequent year.

(2) **Other Beneficiary.** If the Designated Beneficiary is not the Participant's Spouse, the Designated Beneficiary's remaining life expectancy is calculated using the age of the Beneficiary in the year following the year of the Participant's death, reduced by one for each subsequent year.

(ii) **No Designated Beneficiary.** If the Participant dies on or after the Required Beginning Date and there is no Designated Beneficiary as of September 30 of the calendar year following the year of the Participant's death, the Minimum Distribution for each calendar year after the year of the Participant's death shall be the quotient obtained by dividing the Participant's Vested Account Balance by the Participant's remaining life expectancy calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

(c) **Death Before Required Beginning Date.** If the Participant dies before the Required Beginning Date and there is a Designated Beneficiary, the Minimum Distribution for each calendar year shall be the quotient obtained by dividing the Participant's Vested Account Balance by the remaining life expectancy of the Participant's Designated Beneficiary, determined under (b)(i)(B) above. Minimum Distributions determined in accordance with this provision will begin when required under Section 7.6(a).

(d) **Vested Account Balance.** The value of the Vested Account Balance shall be determined as of the last Valuation Date within the calendar year preceding the calendar year for which the distribution is made ("Valuation Calendar Year"). The Vested Account Balance shall be increased by the amount of any Company Contributions or forfeitures allocated to the Participant's accounts as of any later date in the Valuation Calendar Year and reduced by any amounts charged against such accounts as of any later date during the Valuation Calendar Year. For purposes of the preceding sentence, Company Contributions that are not actually made to this plan during the Valuation Calendar Year may be excluded. The Vested Account Balance includes any amounts rolled over or transferred to this plan either in the Valuation Calendar Year or the calendar year for which the distribution is made if distributed or transferred in the Valuation Calendar Year.

(e) **Designated Beneficiary.** "Designated Beneficiary" means the individual who is designated as the Beneficiary under Section 7.8 and is the designated beneficiary under Code Section 401(a)(9) and Regulations Section 1.401(a)(9)-4.

(f) **Life Expectancy.** Life expectancy shall be determined from the Single Life Expectancy Table in Regulations Section 1.401(a)(9)-9.

7.5 Time of Distribution.

(a) **Immediate Distribution.** Distribution shall begin on the Earliest Distribution Date.

(i) **Earliest Distribution Date.** "Earliest Distribution Date" means the first date on which distribution is administratively feasible following the distributive event or, if later, after election of distribution.

(ii) **Exceptions.**

(A) **Small Balance.** If a Participant's Vested Account Balance is \$1,000 or less and the Participant's employment terminates for any reason other than death, the Participant's Vested Account Balance shall be distributed as soon as administratively feasible following the date the Participant's employment terminates.

(B) **Death.** Subject to (d) below, the time of distribution following death of a Participant is determined under Section 7.6.

(C) **QDRO.** Distribution to an alternate payee under a QDRO shall be paid to the alternate payee at the time specified in the order, whether or not the Participant is eligible for a distribution.

(b) **Normal Distribution Date.** Unless the Participant elects otherwise, distribution due to termination of employment for any reason other than death shall begin as soon as administratively feasible after the Participant's Normal Retirement Date. Distribution shall not be made later than 60 days after the end of the Plan Year that includes the Participant's Normal Retirement Date or, if later, the end of the Plan Year in which employment terminates. If the amount cannot be ascertained at that date, distribution retroactive to that date shall be made within 60 days of the date that the amount can be determined.

The failure of the Participant to make an election shall be deemed an election to defer payment to a later date. However, a Participant may not elect, or be deemed to elect, to defer distribution to a date later than the applicable date in (c) below.

(c) **Required Distribution.** If not made under (a) or (b), distribution to a Participant shall begin not later than the Participant's Required Beginning Date.

(i) **Required Beginning Date.** "Required Beginning Date" means:

(A) **5% Owner.** For a Participant who is a 5% Owner, the April 1 following the calendar year in which the Participant attains age 70½.

(B) **Non-5% Owner** For a Participant who is not a 5% Owner, the April 1 following the calendar year in which the Participant attains age 70½, or, if later, following the calendar year in which the Participant's employment terminates.

(ii) **Payment.** Unless paid during the calendar year before the Participant's Required Beginning Date, the Minimum Distribution for that calendar year shall be paid not later than the Required Beginning Date. The Minimum Distribution for each subsequent calendar year shall be paid by the last day of the calendar year for which it was required. Once distribution begins to a 5% Owner, it shall continue even if the Participant ceases to be a 5% Owner.

(d) **Delay.** The Administrator may direct that a distribution, other than a Minimum Distribution or a distribution required after a Participant's death, shall be valued as of, and distributed after, the next Valuation Date. This action shall be taken only if the distribution, valued as of a Valuation Date preceding the distributive event or election of distribution, would permit the recipient to avoid negative investment experience with significant detrimental effect on the accounts of other Participants. The Administrator shall have full discretion in determining whether the conditions described in the preceding sentence exist.

(e) **TEFRA Election.** Distribution may be made at the time (and by the method) specified in a TEFRA Election even if later than the Required Beginning Date. "TEFRA Election" means a written election made before January 1, 1984, pursuant to the transitional rules of Section 242(b)(2) of the Tax Equity and Fiscal Responsibility Act of 1982. An amendment or revocation of a TEFRA Election shall void the election, and the Participant's benefits shall be distributed pursuant to this article. Designation of a different or additional beneficiary shall not void a TEFRA Election if the designation does not directly or indirectly alter the time when benefits begin or the period over which benefits are to be paid.

7.6 Time of Distribution/Death.

(a) **Death Before Required Beginning Date.** If the Participant dies before the Required Beginning Date, distribution to the Participant's Beneficiary shall be made at the time specified below except that, at the election of the Beneficiary, the Participant's Vested Account Balance shall be distributed as soon as administratively feasible following the Participant's death. An election made under (i) or (ii) below must be made no later than September 30 of the calendar year in which distribution would be required to begin under (i) or (ii) or, if earlier, the September 30 of the calendar year that includes the fifth anniversary of the Participant's (or if applicable, the Spouse's) death. The election must be irrevocable.

(i) **Spouse.** If the Spouse is the only Designated Beneficiary, the Spouse may elect to begin distributions on or before the last day of the calendar year in which the Participant would have attained age 70½ or, if later, the last day of the calendar year following the calendar year in which the Participant died. If the Spouse dies before distributions are required to begin, distribution shall be made under (ii) or (iii) as though the Spouse were the Participant. If the Spouse dies after distributions are required to begin, distribution shall be made under (b) as though the Spouse were the Participant.

(ii) **Other Beneficiary.** If benefits are to be paid to a Designated Beneficiary other than the Spouse, the Beneficiary may elect to begin distributions on or before the last day of the calendar year following the calendar year in which the Participant died.

(iii) **Five Year Rule.** If an election is not made to begin distributions under (i) or (ii) above or if there is no Designated Beneficiary as of September 30 of the calendar year following the year of the Participant's death, distribution of the Participant's entire interest must be completed by the last day of the calendar year that includes the fifth anniversary of the Participant's death.

(iv) **Installment Method.** If distributions are made under (i) or (ii) above and the installment method is elected by the Spouse or other Beneficiary, the applicable life expectancy, as of the calendar year in which distribution begins, or other installment period and the amount of each installment, shall be determined under Sections 7.3 and 7.4.

(b) **Death After Required Beginning Date.** If the Participant dies after the Required Beginning Date, any unpaid amount must be distributed at least as rapidly as provided in Section 7.4(b).

(c) **Beneficiary is Minor Child.** Any amount paid to the Participant's minor child will be treated as paid to the Spouse if the remainder becomes payable to the Spouse after the child reaches the age of majority.

7.7 Election of Method and Time of Distribution.

(a) **Permitted Elections.** To the extent permitted under this article, the Participant or other recipient may elect the method and time of distribution.

(b) **Required Consent.** If the distributive event is termination of employment prior to the Participant's Normal Retirement Date for any reason other than death, distribution shall not be made without the Participant's consent. The consent shall be given by an election of distribution. An election of distribution shall be made within the 180-day period ending on the Benefit Starting Date.

(i) **Notice.** When consent is required, the Participant shall be notified of the right to elect or defer distribution and the consequences of failing to defer. The written notice shall provide an explanation of the material features and relative values of the available methods of distribution. The notice shall be provided at least 30 days and not more than 180 days before the Benefit Starting Date.

(ii) **Benefit Starting Date.** "Benefit Starting Date" means the first day of the first period for which an amount is distributable in any form. Generally, the Benefit Starting Date is the date on which distribution is due when all conditions and requirements for distribution have been met. Any distributions made from the Participant's Retiree Health Account before November 1, 2011, shall be disregarded in determining the Participant's Benefit Starting Date for distributions from the Participant's RSP Account that occur on or after November 1, 2011.

(iii) **Small Balance Exception.** The Participant's consent is not required with respect to a distribution when the Participant's Vested Account Balance is \$1,000 or less.

(iv) **Waiver of Notice Period.** A distribution may commence less than 30 days after the notice required under (i) above is given, provided:

(A) **Right to 30-day Period.** The Administrator clearly informs the Participant that the Participant has a right to a period of at least 30 days after receiving the notice to consider the decision of whether or not to elect a distribution (and, if applicable, a particular distribution option); and

(B) **Election.** The Participant, after receiving the notice, affirmatively elects a distribution.

(c) **Election Requirements.**

(i) **Time.** The election shall be made not later than the date distribution begins or, if earlier, the date when distribution must begin. An election may be revoked or changed before distribution begins.

(ii) **Form.** An election shall be made in a form acceptable to the Administrator.

(iii) **Other Conditions.** An election shall become void upon the death of the Participant prior to the date the distribution is paid to the Participant.

(d) **Failure to Elect.** If a Person fails to make an election (or multiple recipients cannot agree):

(i) **Method.** The method of distribution shall be a lump sum.

(ii) **Time.** Distribution shall begin at the time specified in this article.

(e) **Additional Information.** The Administrator may require additional election, application or information forms required by law or deemed necessary or appropriate by the Administrator in connection with any distribution.

(f) **No Reduction or Delay of Distribution.** An election, or failure to elect, shall not cause noncompliance with the requirements of Sections 7.4 or 7.6, the requirements of Code Section 415, or the terms of a QDRO.

7.8 Determination of Beneficiary.

A Participant's Beneficiary and successor Beneficiaries are determined under this section. The determination of a Designated Beneficiary under Sections 7.4 and 7.6 is not only determined under this section but also is subject to and determined under Code Section 401(a)(9) and Regulations. A Participant may designate or change a Beneficiary by filing a signed designation with the Administrator in a form approved by the Administrator. The Participant's Will is not effective for this purpose.

Subject to Section 7.3(a)(i)(D), a Participant's Beneficiary may designate a Beneficiary to receive any rights which survive the death of the Participant's Beneficiary in the same manner provided for the Participant under this section, except that the spousal consent requirement shall not apply. If a Participant's Beneficiary fails to designate a Beneficiary for any rights which survive the death of the Participant's Beneficiary, the Beneficiary of the Participant's Beneficiary shall be determined in the same manner that it would be determined for the Participant under (d) below.

(a) **Beneficiary.** "Beneficiary" means the Person designated by the Participant, or determined under this section, to receive the Participant's benefits from this plan after the Participant's death. To be entitled to receive any undistributed amounts credited to the Participant's account at the Participant's death, any person or persons designated as a Beneficiary must be alive and any entity designated as a Beneficiary must be in existence at the time of the Participant's death. In the event that the order of the deaths of the Participant and any primary Beneficiary cannot be determined or have occurred within 120 hours of each other, the Participant shall be deemed to have survived. In the event that the death of the Participant or any Beneficiary is the result of a criminal act involving any other Beneficiary, a person convicted of such criminal act shall not be entitled to receive any undistributed amounts credited to the Participant's account. The rules of this section apply to a designation by the Participant and in the absence of a valid designation or upon the failure of a designation by the Participant.

(b) **Successor Beneficiaries.** One or more successor Beneficiaries may be designated by the Participant or determined under this section in the event the Participant's primary Beneficiary or Beneficiaries do not survive the Participant.

(c) **Married Participant; Spousal Consent.** The Beneficiary of a married Participant shall be the Spouse unless the Spouse consents to designation of a Beneficiary other than the Spouse. If a married Participant designates or changes a Beneficiary other than the Spouse without the Spouse's consent, the designation will be void. A consent that permits further designations

without consent is void unless the consent expressly permits such designations without additional spousal consent. A consent may limit a distribution to a specific Beneficiary and/or to a specific method of distribution.

(i) **Consent.** Consent by the Spouse must be voluntary and must acknowledge and accept the consequences of the designation of a Beneficiary other than the Spouse. Consent by the Spouse is irrevocable. The consent and acknowledgment must be witnessed by an individual designated by the Administrator or by a notary public. If the Spouse cannot be located or if any of the other exceptions set forth in Regulations issued under Code Section 417 apply, a consent is not required.

(ii) **Spouse.** “Spouse” means the spouse or surviving spouse of the Participant as of the Participant’s benefit commencement date. A former spouse will be treated as the spouse or surviving spouse with respect to all or any portion of the Participant’s Account balance to the extent provided under a qualified domestic relations order as described in Code Section 414(p). A Spouse (and a spouse, surviving spouse or former spouse, as used in the plan) is a person who is (or was) lawfully married to the Participant. To be lawful, a marriage must be valid under the laws of the state in which the individuals entered into the marriage. A legally-separated spouse or former Spouse shall not be a Spouse or Surviving Spouse except to the extent designated in a QDRO.

(iii) **Successors.** Spousal consent is not required for the designation or determination under this section of successor Beneficiaries to the Spouse.

(iv) **Change of Marital Status.**

(A) An existing Beneficiary designation by a Participant will be void upon the Participant’s subsequent marriage or remarriage unless the new Spouse consents to the designation.

(B) Unless the Participant has indicated otherwise on the Beneficiary designation, any designation of a Beneficiary identified as the Participant’s Spouse shall be deemed revoked by the divorce of the Participant and such Beneficiary. Such revocation shall be effective upon receipt of acceptable documentary evidence of divorce, delivered after the Participant’s death to the plan’s recordkeeper and/or the Plan Sponsor. The plan’s recordkeeper and/or the Plan Sponsor shall not be liable for any payment or transfer made to a Beneficiary in the absence of such documentation. Notwithstanding anything to the contrary in this section, any domestic relations order submitted to and qualified by either the plan’s recordkeeper and/or the Plan Sponsor at any time prior to the final transfer and/or payment of the Participant’s account shall be deemed to constitute such acceptable documentary evidence of divorce.

(d) **Default Determination.** If a Participant fails to designate a Beneficiary, or if there is no surviving Beneficiary or successor Beneficiary at the Participant’s death, the Beneficiary shall be the surviving Spouse at the time of the Participant’s death and the Spouse’s estate with respect to any amount remaining undistributed at the subsequent death of the Spouse. If the Participant is not survived by a Spouse, the Beneficiary shall be the Participant’s estate.

(e) **Death of Beneficiary.** If a Beneficiary dies after becoming entitled to receive all or a portion of the Participant's benefits, but before complete distribution of the Beneficiary's interest, the remaining interest of the Beneficiary shall be paid to the Beneficiary designated by the Beneficiary or, if no Beneficiary has been designated or there is no surviving Beneficiary or successor Beneficiary at the Beneficiary's death, to the Beneficiary of the Beneficiary determined under (d) above.

(f) **Alternate Payee.** An alternate payee awarded an independent benefit under this plan shall be considered a Participant for purposes of determining the alternate payee's Beneficiary under this section.

(g) **Determination.** The Administrator shall apply the rules of this section to determine the proper Persons to whom payment should be made. The decision of the Administrator shall be final and binding on all Persons.

(h) **Death While Performing Qualified Military Service.** If a Participant dies on or after January 1, 2007, while performing Qualified Military Service and the Participant was entitled to reemployment rights under USERRA immediately before the Participant's death, the Participant's Beneficiary shall be entitled to any additional benefits (including, without limitation, accelerated vesting, credit for service for vesting purposes, and any survivor benefit, but not including benefit accruals relating to the period of Qualified Military Service) that would have been provided under the plan had the Participant resumed employment with the Company and then terminated employment due to death.

7.9 Facility of Payment.

A payment under this section shall fully discharge the Company and Trustee from all future liability with respect to that payment.

(a) **Incapacity/Minority.** If a recipient entitled to a payment is legally, physically, or mentally incapable of receiving or acknowledging payment, the Committee may direct the payment to the recipient or, for the benefit of the recipient, to the recipient's legal representative or any other Person who is legally entitled to receive payments on behalf of the recipient under the laws of the state in which the recipient resides. As long as a Beneficiary remains a minor, any inherited account opened for such Beneficiary shall be controlled by such Person(s) demonstrated to the Committee's satisfaction to be authorized to act on behalf of the minor. The minor's representative may be the court-appointed guardian or conservator or a person named to serve as the minor's representative in the Participant's last will and testament admitted to probate or other person deemed by the Committee to be authorized to act for the minor. A minor is a person who has not yet reached the age of majority for the ownership of investments under the law of the state of the minor's domicile. A former minor may request that the inherited account be transferred to him or her at any time after attaining the age of majority.

(b) **Legal Representative.** Neither the Committee nor the Trustee shall be required to commence probate proceedings or to secure the appointment of a legal representative.

7.10 Notice of Penalties.

The following penalties apply to distribution of, or failure to distribute, certain amounts under this plan.

(a) **Distribution Before Age 59½.** A Participant who receives a distribution before attaining age 59½ may be liable for an additional 10% federal income tax on any portion of the distribution included in gross income.

(b) **Failure to Receive a Minimum Distribution.** For a calendar year in which a Participant or Beneficiary fails to receive the Minimum Distribution under Code Section 401(a)(9), the recipient shall be subject to an additional tax equal to 50% of the difference between the Minimum Distribution and the amount the recipient actually received.

7.11 Waiver of 2020 Required Minimum Distributions.

This Section 7.11 shall supersede the provisions of the plan to the extent those provisions are inconsistent with the provisions of this Section 7.11.

(a) **Definitions.** The following definitions shall be specific to this Section.

(i) “RMDs” means required minimum distributions described in Code Section 401(a)(9).

(ii) “2020 RMDs” means required minimum distributions to this plan would have been required to distribute in 2020 (or permitted to pay in 2021 for the 2020 calendar year for a Participant with a required beginning date of April 1, 2021) but for the enactment of Code Section 401(a)(9)(I).

(iii) “Extended 2020 RMDs” means one or more payments in a series of substantially equal distributions (that include the 2020 RMDs) made at least annually and expected to last for the life (or life expectancy) of the Participant, the joint lives (or joint life expectancy) of the Participant and the Participant’s designated Beneficiary, or for a period of at least 10 years.

(b) **Waiver of 2020 Required Minimum Distributions.** Notwithstanding the provisions of this plan relating to RMDs, a Participant or Beneficiary who would have been required to receive a 2020 RMD or Extended 2020 RMD shall not receive the distribution unless the Participant or Beneficiary affirmatively elects to receive the distribution. A Participant or Beneficiary who elects to receive payment of a 2020 RMD or 2020 Extended RMD pursuant to this section may receive the distribution in any method (including installments or partial distribution) which would have been permitted under the terms of this plan if the amount would have been an RMD without regard to Code Section 401(a)(9)(I).

(c) **Direct Rollovers.** Notwithstanding the provisions of this plan relating to required minimum distributions under Code Section 401(a)(9), and solely for purposes of applying the direct rollover provisions of the Plan, any 2020 RMD or 2020 Extended RMD a Participant or Beneficiary affirmatively elects to receive shall be treated as an eligible rollover distribution.

ARTICLE 8

ADMINISTRATION OF THE PLAN

8.1 Duties, Powers, and Responsibilities of the Company.

The Company shall be responsible for:

- (a) **Company Contributions.**
 - (i) **Amount.** Determining the amount of Company Contributions;
 - (ii) **Payment.** Paying, ceasing, or suspending Company Contributions (including additional contributions if necessary to correct an error in allocation, vesting, or distribution of a Participant's interest); and
 - (iii) **Compliance.** Determining that the amount and time of Company Contributions comply with this plan.
- (b) **Discretionary.** If not delegated to the Committee, the Company may exercise the following responsibilities.
 - (i) **Amendment.** Amending this plan;
 - (ii) **Plan Termination.** Revoking this instrument and terminating this plan; and
 - (iii) **Mergers; Spin-offs.** Merging this plan with another qualified retirement plan maintained by the Company or dividing this plan into multiple plans.

8.2 Employee Benefits Committee.

“Committee” means the Employee Benefits Committee of the Company, or any successor thereto, established to administer this plan in accordance with this Article.

- (a) **Membership.** Members of the Committee shall be appointed by an officer or other Employee of the Company authorized to act on behalf of the Company for this purpose. The Company may remove or replace Committee members at any time. The Committee shall advise the Trustee in writing of the names of the members of the Committee and of any changes which may occur in its membership from time to time.
- (b) **Conflict of Interest.** Any member of the Committee who is a Participant shall not vote or act on a matter that relates solely to that Participant.
- (c) **Actions.** The Committee may act at a meeting or by writing without a meeting, by the vote or assent of a majority of its members. The Committee may adopt such bylaws and regulations as it deems desirable for the conduct of its affairs and the administration of the plan. A dissenting Committee member who, within a reasonable time after the member has knowledge of any action or failure to act by the majority, registers a dissent in writing delivered to the other

Committee members shall not be responsible for any such action or failure to act. The Committee may authorize one or more members of the Committee to act on behalf of the Committee.

(d) **Records**. The Committee shall keep a record of all of its meetings and shall keep all such books of account, records and other data as may be necessary or desirable in its judgment for the administration of the plan. The Committee shall keep on file, in such form as it shall deem convenient and proper, all reports of the Trust Fund received from the Trustee.

(e) **Compensation**. Any member of the Committee who is an Employee of the Company shall serve without compensation.

8.3 Plan Administrator.

“Administrator” means the Company, however, for purposes of general administration and management of this plan, “Administrator” means the Committee. The Administrator is a named fiduciary.

8.4 Duties, Powers, and Responsibilities of the Administrator (Committee).

Except to the extent properly delegated, the Administrator shall have the following duties, powers, and responsibilities and shall:

- (a) **Agent for Service of Process**. Serve as the agent for service of process;
- (b) **Trustee**. Appoint the Trustee;
- (c) **Amendment and Termination**. To the extent not executed by the Company, amend this plan and trust, and take responsibility for revoking this instrument and terminating this plan and trust;
- (d) **Mergers; Spin-Offs**. To the extent not executed by the Company, merge this plan with another qualified retirement plan maintained by the Company or divide this plan into multiple plans;
- (e) **Investment Manager**. If appropriate, appoint one or more Investment Managers, who shall have the power to acquire, manage, or dispose of any or all trust assets subject to:
 - (i) **Functions**. The functions of the Investment Manager shall be limited to those specified services and duties for which the Investment Manager is engaged, and the Investment Manager shall have no other duties, obligations, or responsibilities under this plan or trust;
 - (ii) **Qualification**. “Investment Manager” means a Person that is a registered investment adviser under the Investment Advisors Act of 1940, a bank (as defined in the Investment Advisors Act of 1940), or an insurance company licensed to manage, acquire, and dispose of assets of qualified retirement plans under the laws of more than one state; and

(iii) **Acknowledgment**. A prospective Investment Manager must acknowledge in writing that it is a fiduciary with respect to this plan and trust;

(f) **Custodian**. If appropriate, appoint one or more agents to act as custodian of trust assets transferred to the custodian;

(g) **Payment of Administrative Expenses**. Pay administrative expenses incurred in the operation, administration, management, and control of this plan or the trust (these expenses shall be the obligation of the trust unless paid by the Company);

(h) **Plan Interpretation**. Interpret all provisions of this instrument (including resolving an inconsistency or ambiguity or correcting an error or an omission);

(i) **Participant Rights**. Subject to Section 8.10, determine the rights of Participants and Beneficiaries under the terms of this plan and communicate that information to the Trustee;

(j) **Limits; Tests**. Be responsible for determining that this plan complies with all limitations and applicable tests under the Code and Regulations and maintain records necessary to demonstrate compliance with such limits and tests;

(k) **Allocations and Vesting**. Determine which Participants are entitled to a share of the Company Contribution and other available amounts for a Plan Year, the amount of each eligible Participant's Participating Compensation for the Plan Year, the amount of the Company Contribution to be allocated to each eligible Participant, the amount and disposition of an excess Annual Addition, and a Participant's vested portion;

(l) **Errors in Participants' Accounts**. Correct (to the extent possible, by making adjustments to the accounts) an error, including (but not limited to) errors in allocations of the Company Contribution or investment experience, or in determination of vesting or distribution of a Participant's interest;

(m) **Claims and Elections**. Establish or approve the manner of making an election, designation, application, claim for benefits, and review of claims;

(n) **Benefit Payments**. Direct the Trustee as to the recipient, time of payment, and the elected form of distribution;

(o) **ODRO Determination**. Establish procedures to determine whether or not a domestic relations order is a QDRO, to notify the Participant and any alternate payee of this determination, and to administer distributions pursuant to a QDRO;

(p) **Administration Information**. Obtain to the extent reasonably possible all information necessary for the proper administration of this plan;

(q) **Recordkeeping**. Establish procedures for and supervise the establishment and maintenance of all records necessary and appropriate for the proper administration of this plan;

(r) **Reporting and Disclosure.** Prepare and (i) file annual and periodic reports required under ERISA and Regulations; and (ii) distribute disclosure documents including (but not limited to) the summary plan description, an explanation to recipients of distributions eligible for rollover treatment, the summary annual report, Form 5500 series, requested and required benefit statements, and notices to Employees of applications for determination;

(s) **Penalties; Excise Taxes.** Report and pay any penalty tax or excise taxes incurred by this plan or the Company in connection with this plan on the proper tax form designated by the Internal Revenue Service and within the time limits specified for the tax form;

(t) **Advisers.** Employ attorneys, actuaries, accountants, clerical employees, agents, or other Persons who are necessary for operation, administration, and management of this plan;

(u) **Expenses, Fees, and Charges.** Present to the Trustee for payment (if not paid by the Company) or reimbursement (if advanced by the Company) all reasonable and necessary expenses, fees and charges, including fees for attorneys, actuaries, accountants, clerical employees, agents, or other Persons, incurred in connection with the administration, management, or operation of this plan;

(v) **Nondiscrimination.** Apply all rules, policies, procedures, and other acts without discrimination among Participants;

(w) **Bonding.** Review compliance with the bonding requirements of the law; and

(x) **Other Powers and Duties.** Exercise all other powers and duties necessary or appropriate under this plan, except those powers and duties allocated to another named fiduciary.

8.5 Delegation of Administrative Duties.

The powers and duties of the Company and the Administrator set forth in Sections 8.1 and 8.4 may be delegated to another fiduciary.

(a) **In Writing.** The written delegation shall specify (i) the date of the action and the effective date of the delegation; (ii) the responsibility delegated; (iii) the name, office, or other reference of each fiduciary to whom the responsibility is delegated; and (iv) if a responsibility is delegated to more than one fiduciary, the allocation of the responsibility among the fiduciaries.

(b) **Acceptance of Responsibility.** The delegation shall be communicated to the fiduciary to whom the responsibility is assigned, and written acceptance of the responsibility shall be made by the fiduciary. A fiduciary shall retain the responsibility until the fiduciary resigns or rejects the responsibility in writing, or the Administrator takes a superseding action.

(c) **Conflict.** If a fiduciary's powers or actions conflict with those of the Administrator, the powers of and actions of the Administrator will control.

8.6 Interrelationship of Fiduciaries; Discretionary Authority.

A Person may serve in more than one fiduciary capacity with respect to this plan and trust.

(a) **Performance of Duties.** Each fiduciary shall act in accordance with this plan and trust. Each fiduciary shall be responsible for the proper exercise of its responsibilities.

(b) **Reliance on Others.** Except as required by law, each fiduciary may rely upon the action of another fiduciary and is not required to inquire into the propriety of any action.

(c) **Discretionary Authority of Fiduciaries.** Each fiduciary shall have full discretionary authority in the exercise of the powers, duties, and responsibilities allocated or delegated to that fiduciary under this instrument.

8.7 Compensation; Indemnification.

An Employee fiduciary who is compensated on a full-time basis by the Company shall not receive compensation from this plan, except for reimbursement of expenses, unless permitted under a prohibited transaction exemption issued by the Department of Labor. The Company shall indemnify and hold harmless each member of the Board of Directors, the Committee, and each Employee to whom fiduciary duties or other responsibilities for the operation and administration of this plan and trust have been assigned or delegated, from any and all claims, losses, damages, expenses, and liabilities arising from any action or failure to act with respect to any matter related to this plan and trust. Indemnification shall not apply if the action or inaction is due to gross negligence or willful misconduct.

The Company may purchase and maintain liability insurance covering itself, any Related Employer, the Committee, and any other Person against claims, losses, damages, expenses, and liabilities arising from the performance or failure to perform any power, duty, or responsibility with respect to this plan and trust. If the Company takes any action to liquidate under circumstances which require that the Committee remain in existence, the Company shall purchase insurance for each member of the Committee to cover liability or losses occurring by reason of an act or omission of any such member, unless the same is determined to be due to acts of gross negligence or willful misconduct. The expenses incurred for such insurance or indemnification shall be paid by the Company and shall not be reimbursed under the provisions of the plan.

8.8 Fiduciary Standards.

Each fiduciary shall act solely in the interest of Participants and Beneficiaries:

(a) **Prudence.** With the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent Person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims;

(b) **Exclusive Purpose.** For the exclusive purpose of providing benefits and paying expenses of administration; and

(c) **Prohibited Transaction.** To avoid engaging in a prohibited transaction under the Code unless an exemption for the transaction is available or obtained.

8.9 Benefit Applications; Appeal Procedures.

(a) **Application for Benefits.** The Administrator shall process an application for benefits by a Participant or Beneficiary and provide written notification of the determination to the Participant or Beneficiary not later than 90 days after receipt of the application unless the Administrator determines that special circumstances require an extension of time for processing the application. If a Participant is unsatisfied with a response from the Administrator regarding the Participant's benefits under the plan, the Participant may make a claim for benefits by filing a written request with the Administrator, which shall be delivered to the Administrator and accompanied by such substantiation of the claim as the Administrator considers necessary and reasonable for the type of claim being filed.

(b) **Notification of Adverse Determination for Application.** Notification of an adverse determination shall be written in a manner that can be understood by the Participant or Beneficiary and shall include: (i) the specific reasons for the denial; (ii) specific reference to pertinent plan provisions on which the denial is based; (iii) a statement outlining additional material or information necessary to enable approval of the claim and the reasons why such material is necessary; and (iv) an explanation of the appeal procedures, including a statement of the Participant's or Beneficiary's right to initiate a lawsuit under ERISA Section 502(a) in the event of a denial on appeal.

(c) **Appeal.** Any Participant or Beneficiary asserting entitlement to a benefit different from the benefit approved by the Administrator in response to the application for payment, or who has received an adverse determination from the Administrator, whether relating to the amount, form of payment or time of payment, may, within 60 days after notice of the determination, file a written appeal for a full and fair review by the Administrator.

(d) **Final Decision.** The Administrator shall render a final determination and provide written notification to the Participant or Beneficiary within 60 days after receipt of the appeal, unless the Administrator determines that circumstances require an extension of time for processing the appeal.

(e) **Notification of Adverse Determination on Appeal.** Notification of an adverse determination on appeal shall be written in a manner that can be understood by the Participant or Beneficiary and shall include: (i) the specific reasons for the denial; (ii) specific reference to pertinent plan provisions on which the denial is based; (iii) a statement of the Participant's or Beneficiary's right to reasonable access to, and copies of, all documents, records and information relevant to the claim at no cost; and (iv) an explanation of the additional appeal procedures, if any are available, including a statement of the Participant's or Beneficiary's right to initiate a lawsuit under ERISA Section 502(a).

(f) **Disability Claims.** For the application and any appeal involving a claim for benefit payments due to Permanent Disability, the alternative and additional requirements and the shorter response times specified in Regulations Section 2560.503-1 may apply.

(g) **Extensions.** If the response time in (a) or (d) is extended, written notice of the extension must be provided within the original response period and the extension cannot be longer than the original response period – i.e., 90 or 60 days. Notice of the extension must specify the circumstances requiring the extension and the date by which the Administrator expects to complete the determination.

Except as provided in (f), the initial and extended response times in (d) are automatically extended, to the extent permitted under Regulations Section 2560.503-1(i), if appeals are processed by a committee or board that holds regular meetings at least quarterly.

(h) **Full and Fair Review.** A full and fair review provides the Participant or Beneficiary with (i) reasonable access to, and copies of, all documents, records, and information relevant to the claim at no cost, (ii) the opportunity to submit written comments, documents or information relating to the claim, and (iii) the right to have such comments, documents or information taken into account, even if not submitted or considered in the preceding determination.

(i) **Authorized Representative; Hearings.** A Participant or Beneficiary may designate an authorized representative to act on behalf of, or with, the Participant or Beneficiary at all stages of an appeal. There shall be no right to a hearing or other presentation before the Administrator or its committee. The Administrator or its committee may, in its sole discretion, require a hearing or other presentation if deemed necessary for full and fair review and adjudication of the claim.

8.10 Participant’s Responsibilities.

All requests for action of any kind by a Participant or Beneficiary under this plan shall be in writing, executed by the Participant or Beneficiary, and shall be subject to any other plan rules applicable to any specific type of request.

8.11 Electronic Administration.

Notwithstanding the requirement set forth in this plan that certain transactions, notices, elections, consents and disclosures be evidenced in the form of written documentation, documentation for such transactions, notices, elections, consents or disclosures may be provided or obtained through electronic media to the extent consistent with Regulations and other guidance.

ARTICLE 9

INVESTMENT OF FUNDS

9.1 Investment Responsibility.

Except to the extent investment responsibility is expressly granted to an Investment Manager, a Participant, or any other Person, the Trustee shall have sole and complete authority and responsibility for the investment, management, and control of trust assets.

9.2 Authorized Investments.

The trust may be invested and reinvested in common or preferred stocks, bonds, mortgages, leases, notes, debentures, mutual funds, guaranteed investment contracts and other contracts and funds of insurance companies, other securities, and other real or personal property, including, without limitation, the investments described in (a) below. Investment in collectibles (as that term is defined in Code Section 408(m)) shall not be permitted if the Participant directs the investment of the Participant's account.

(a) Specific Investments.

(i) Interest-Bearing Deposits. The trust may be invested in deposits, certificates, or share accounts of a bank, savings and loan association, credit union, or similar financial institution, including a fiduciary, if the deposits bear a reasonable rate of interest, whether or not the deposits or certificates are insured or guaranteed by an agency of the United States Government.

(ii) Pooled Investment Funds. The trust may be invested through ownership of assets or shares in a common and collective trust fund, pooled investment fund, mutual fund, or other commingled investment, including any pooled or common fund or mutual fund maintained, sponsored, or provided investment management services by, or otherwise associated with, the Trustee, custodian, or other fiduciary, or affiliate of the Trustee or custodian, that allows participation or investment by a trust fund established under a qualified retirement plan. For this purpose, the terms and provisions of the declaration of trust or other governing documents through which the common and collective trust fund, pooled investment fund or mutual fund is maintained are incorporated in, and made applicable to, this plan.

(iii) Company Stock Prior to 1:00 p.m. on September 7, 2022. The trust may be invested in Company Stock. Any reference to the BorgWarner Inc. Stock Fund means investments in Company Stock held in the Trust Fund.

(A) Definition. "Company Stock" means the common stock, par value \$0.01 per share, of the Corporation.

(B) Administration of Company Stock. Company Stock held by the trust shall be administered as follows:

(1) Purchase and Sale. All decisions concerning the purchase and sale of Company Stock shall be made by the Committee or pursuant to direction from Participants. Stock transactions shall be for adequate consideration, as defined in ERISA Section 3(18).

(2) Valuation. Company Stock shall be valued, as of each Valuation Date, by or at the direction of the Committee, and such valuation shall be certified to the Trustee. After valuation the Trustee shall thereupon adjust its records accordingly.

(3) **Voting of Company Stock Prior to June 3, 2022.**

(a) **Proxy Solicitation.** The Corporation will file preliminary proxy solicitation materials with the Securities and Exchange Commission. Following receipt of approval by the Securities and Exchange Commission, the Corporation shall cause a copy of all the materials to be simultaneously sent to the Trustee and the Committee. The Committee or its agent shall then prepare a voting instruction form based upon these materials. At the time of mailing of notice of each annual or special stockholders' meeting of the Corporation, the Committee shall send a copy of the notice and all proxy solicitation materials to the Trustee, and the Committee or its agent shall promptly send such notice and proxy solicitation materials to each Participant who participates in the BorgWarner Inc. Stock Fund, together with the foregoing voting instruction form to be returned to the Committee's designee. The form shall show the number of full and fractional shares of Company Stock credited to the Participant's RSP Account. The number of shares of Company Stock deemed credited to a Participant's RSP Account shall be determined as of the Valuation Date which is the record date set for voting the Company Stock.

(b) **Participant Direction.** Each Participant shall have the right to direct the Trustee as to the manner in which to vote the number of shares of Company Stock credited to the Participant's RSP Account. Such directions shall be communicated in writing or by facsimile or similar means and shall be held in confidence by the Trustee and not divulged to the Company, any officer or Employee, or any other Person. Upon its receipt of directions, the Trustee shall vote the shares of Company Stock credited to the Participant's RSP Account as directed by the Participant. The Trustee shall vote shares of Company Stock credited to the RSP Accounts of Participants for which no voting directions are received by voting such shares pro rata in proportion to the shares for which the Trustee has received Participant direction.

(c) **Unallocated Shares.** The Trustee shall vote those shares of Company Stock not credited to Participants' RSP Accounts in accordance with the instructions of the Committee.

(4) **Voting of Company Stock On and After June 3, 2022.**

(a) **Proxy Solicitation.** The Corporation will file preliminary proxy solicitation materials with the Securities and Exchange Commission. Following receipt of approval by the Securities and Exchange Commission, the Corporation shall cause a copy of all the materials to be simultaneously sent to the independent fiduciary appointed to oversee Company Stock (the "Independent Fiduciary"), the Trustee, and the Committee. The Committee or its agent shall then prepare a voting instruction form based upon these materials. At the time of mailing of notice of each annual or special stockholders' meeting of the Corporation, the Committee shall send a copy of the notice and all proxy solicitation materials to the Independent Fiduciary, the Trustee, and the Committee or its agent shall promptly send such notice and proxy solicitation materials to each Participant who participates in the BorgWarner Inc. Stock Fund, together with the foregoing voting instruction form to be returned to the Committee's designee. The form shall show the number of full and fractional shares of Company Stock credited to the Participant's RSP Account. The number of shares of Company Stock deemed credited to a Participant's RSP Account shall be determined as of the Valuation Date which is the record date set for voting the Company Stock.

(b) **Participant Direction.** Each Participant shall have the right to direct the Trustee as to the manner in which to vote the number of shares of Company Stock credited to the Participant's RSP Account. Such directions shall be communicated in writing or by facsimile or similar means and shall be held in confidence by the Trustee and not divulged to the Company, any officer or Employee, or any other Person. Upon its receipt of directions, the Trustee shall vote the shares of Company Stock credited to the Participant's RSP Account as directed by the Participant. The Independent Fiduciary shall vote shares of Company Stock credited to the RSP Accounts of Participants for which no voting directions are received as it determines in its sole discretion.

(c) **Unallocated Shares.** The Independent Fiduciary shall vote those shares of Company Stock not credited to Participants' RSP Accounts as it determines in its sole discretion.

(5) **Tender Offer.** Upon commencement of a tender offer for any Company Stock, the Corporation or its agent shall notify all Participants who have Company Stock in their RSP Accounts and in a timely manner shall distribute or cause to be distributed to those Participants the same information that is distributed to the shareholders of the Corporation in connection with the tender offer.

(a) **Participant Direction.** Each Participant may direct the Trustee whether or not to tender the Company Stock held in the Participant's RSP Account, whether or not vested. Directions from a Participant to the Trustee concerning the tender of Company Stock shall be communicated in writing or by facsimile or such similar means specified by the Trustee. A Participant who has directed the Trustee to tender some or all of the shares of Company Stock credited to the Participant's RSP Account may, at any time before the tender offer withdrawal date, or such earlier date if necessary for administrative purposes, direct the Trustee to withdraw some or all of the tendered shares, and the Trustee shall withdraw the directed number of shares from the tender offer before the tender offer withdrawal deadline. A Participant shall not be limited as to the number of directions to tender or withdraw that he may give to the Trustee before such deadline. The Trustee shall tender or not tender shares of Company Stock as directed by the Participant. The Trustee shall not tender shares of Company Stock credited to a Participant's RSP Account for which it has received no directions from the Participant. A direction by a Participant to the Trustee to tender shares of Company Stock credited to the Participant's RSP Account shall not be considered a written election under the plan by the Participant to withdraw or to have distributed any or all of such shares from the plan.

(b) **Allocation of Proceeds.** The proceeds received by the Trustee in exchange for the shares of Company Stock tendered shall be credited to each Participant's RSP Account and shall be subject to the investment provisions applicable to such account.

(6) **Other Rights in Company Stock.** With respect to all rights other than the right to vote, the right to tender, and the right to withdraw shares previously tendered, the Trustee shall follow the directions of the Participant as to Company Stock credited to the Participant's RSP Account, and if no such directions are received, the directions of the Committee. The Trustee shall have no duty to solicit directions from Participants. With respect to all rights

other than the right to vote and the right to tender, in the case of Company Stock not credited to Participants' RSP Accounts the Trustee shall follow the directions of the Committee.

(iv) **Company Stock On and After 1:00 p.m. September 7, 2022, and Prior to 1:00 p.m. on May 31, 2023.** The trust may be invested in Company Stock. Any reference to the BorgWarner Inc. Stock Fund means investments in Company Stock held in the Trust Fund.

(A) **Definition.** "Company Stock" means the common stock, par value \$0.01 per share, of the Corporation.

(B) **Administration of Company Stock.** Company Stock held by the trust shall be administered as follows:

(1) **Purchase and Sale.** The Company Stock Fund shall be closed to new investments in Company Stock effective at 1:00 p.m. Eastern Time, September 7, 2022. All decisions concerning the sale of Company Stock shall be made by the Independent Fiduciary or pursuant to direction from Participants. Stock transactions shall be for adequate consideration, as defined in ERISA Section 3(18).

(2) **Valuation.** Company Stock shall be valued, as of each Valuation Date, by or at the direction of the Committee, and such valuation shall be certified to the Trustee. After valuation the Trustee shall thereupon adjust its records accordingly.

(3) **Voting of Company Stock On and After June 3, 2022.**

(a) **Proxy Solicitation.** The Corporation will file preliminary proxy solicitation materials with the Securities and Exchange Commission. Following receipt of approval by the Securities and Exchange Commission, the Corporation shall cause a copy of all the materials to be simultaneously sent to the independent fiduciary appointed to oversee Company Stock (the "Independent Fiduciary"), the Trustee, and the Committee. The Committee or its agent shall then prepare a voting instruction form based upon these materials. At the time of mailing of notice of each annual or special stockholders' meeting of the Corporation, the Committee shall send a copy of the notice and all proxy solicitation materials to the Independent Fiduciary, the Trustee, and the Committee or its agent shall promptly send such notice and proxy solicitation materials to each Participant who participates in the BorgWarner Inc. Stock Fund, together with the foregoing voting instruction form to be returned to the Committee's designee. The form shall show the number of full and fractional shares of Company Stock credited to the Participant's RSP Account. The number of shares of Company Stock deemed credited to a Participant's RSP Account shall be determined as of the Valuation Date which is the record date set for voting the Company Stock.

(b) **Participant Direction.** Each Participant shall have the right to direct the Trustee as to the manner in which to vote the number of shares of Company Stock credited to the Participant's RSP Account. Such directions shall be communicated in writing or by facsimile or similar means and shall be held in confidence by the Trustee and not divulged to the Company, any officer or Employee, or any other Person. Upon its receipt of directions, the Trustee shall vote the shares of Company Stock credited to the Participant's RSP Account as directed by the Participant. The Independent Fiduciary shall vote shares of Company Stock

credited to the RSP Accounts of Participants for which no voting directions are received as it determines in its sole discretion.

(c) **Unallocated Shares.** The Independent Fiduciary shall vote those shares of Company Stock not credited to Participants' RSP Accounts as it determines in its sole discretion.

(v) **Company Stock On and After 1:00 p.m. on May 31, 2023.** Any reference to the BorgWarner Inc. Stock Fund, the BW Fund, or the Company Stock Fund means investments in Company Stock held in the Trust Fund. Effective as of 1:00 p.m. Eastern Time on May 31, 2023 (the "Company Stock Elimination Date"), Company Stock is eliminated as an investment option under this plan. Final divestment of Company Stock will be completed at a time and in a manner determined by the Independent Fiduciary in its sole discretion (the "Final Transfer Date").

(A) **Definition.** "Company Stock" means the common stock, par value \$0.01 per share, of the Corporation.

(B) **Administration of Company Stock.** Company Stock held by the Trust Fund effective as of the Company Stock Elimination Date shall be administered as follows:

(1) **Purchase and Sale.** All decisions concerning the sale of Company Stock shall be made by the Independent Fiduciary. Stock transactions shall be for adequate consideration, as defined in ERISA Section 3(18). The proceeds from the sale of Company Stock shall be credited to the Participant's RSP Account from which the Company Stock was sold and shall be subject to the investment provisions applicable to such account.

(2) **Valuation.** Company Stock shall be valued, as of each Valuation Date, by or at the direction of the Independent Fiduciary, and such valuation shall be certified to the Trustee. After valuation the Trustee shall thereupon adjust its records accordingly.

(3) **Voting of Company Stock.**

(a) **Proxy Solicitation.** The Corporation will file preliminary proxy solicitation materials with the Securities and Exchange Commission. Following receipt of approval by the Securities and Exchange Commission, the Corporation shall cause a copy of all the materials to be simultaneously sent to the Independent Fiduciary, Trustee, and the Committee. At the time of mailing of notice of each annual or special stockholders' meeting of the Corporation, the Committee shall send a copy of the notice and all proxy solicitation materials to the Independent Fiduciary and Trustee. The notice shall show the number of full and fractional shares of Company Stock credited to the Participants' RSP Accounts. The number of shares of Company Stock deemed credited to a Participants' RSP Accounts shall be determined as of the Valuation Date which is the record date set for voting the Company Stock.

(b) **Voting.** The Independent Fiduciary shall have the right to direct the Trustee as to the manner in which to vote the number of shares of Company Stock credited to Participants' RSP Accounts. Such directions shall be communicated in writing or by facsimile or similar means and shall be held in confidence by the Trustee and not divulged to the Company, any officer or Employee, or any other Person. Upon its receipt of directions, the

Trustee shall vote the shares of Company Stock credited to the Participants' RSP Accounts as directed by the Independent Fiduciary.

(4) **Tender Offer.** Upon commencement of a tender offer for any Company Stock, the Corporation or its agent shall notify the Independent Fiduciary and in a timely manner shall distribute or cause to be distributed to the Independent Fiduciary the same information that is distributed to the shareholders of the Corporation in connection with the tender offer.

(a) **No Participant Direction.** The Independent Fiduciary shall direct the Trustee whether or not to tender the Company Stock held in Participants' RSP Accounts, whether or not vested. Directions to the Trustee concerning the tender of Company Stock shall be communicated in writing or by facsimile or such similar means specified by the Trustee. The direction may, at any time before the tender offer withdrawal date, or such earlier date if necessary for administrative purposes, direct the Trustee to withdraw some or all of the tendered shares, and the Trustee shall withdraw the directed number of shares from the tender offer before the tender offer withdrawal deadline. The Trustee shall tender or not tender shares of Company Stock as directed.

(b) **Allocation of Proceeds.** The proceeds received in exchange for the shares of Company Stock tendered shall be credited to the Participant's RSP Account from which the Company Stock was sold and shall be subject to the investment provisions applicable to such account.

(5) **Other Rights in Company Stock.** With respect to all rights other than the right to vote, the right to tender, and the right to withdraw shares previously tendered, the Trustee shall follow the directions of the Independent Fiduciary. The Trustee shall have no duty to solicit directions from the Independent Fiduciary.

(vi) **Brokerage Account Carried Over From Merged Delphi Savings Plan.** Effective as of January 1, 2021, the trust may be invested in a brokerage account (a "Brokerage Account") maintained by an investment company selected by the Committee that allows Participants to invest in individual stocks, bonds, mutual funds and options, excluding Company Stock and those mutual funds otherwise offered under the Plan, but only to the extent that a former participant in the Delphi Savings Plan was invested, on December 31, 2020, in the brokerage account that was permitted by the Delphi Savings Plan. As of January 1, 2021, no new contributions may be made to the Brokerage Account other than those investments carried over from the Delphi Savings Plan. Notwithstanding anything in the plan to the contrary regarding other available Investment Fund options, investment through a Brokerage Account is subject to terms and conditions as may be established by the applicable investment company from time to time. Participants who elect to invest through a Brokerage Account may be charged an annual fee and transaction fees. As an express condition for establishing or maintaining a Brokerage Account, a Participant shall be required to execute such forms as may be required by the Committee or investment company. A Participant who maintains a Brokerage Account shall be deemed a named fiduciary within the meaning of Section 402(a)(1) of ERISA with respect to the Participant's Brokerage Account.

(b) **Unallocated Funds.** A Company Contribution or other amounts held by the Trustee pending investment or allocation may be held in cash or invested in interest-bearing obligations maturing before the date the allocation is required.

(c) **Right of Trustee To Hold Cash.** The Trustee may hold a reasonable portion of the trust in cash pending payment of expenses and distributions.

9.3 **Commingled Investment.**

The trust and segregated accounts may be commingled for investment without distinction between principal and income.

9.4 **Participant Investment Direction.**

(a) **Participant Investment Direction Prior to 1:00 p.m. on September 7, 2022.** The Administrator may permit investment direction by Participants under the following rules:

(i) **Accounts.** Investment direction by a Participant shall be permitted with respect to the Participant's RSP Account.

(ii) **Choices.** Investment direction by a Participant shall be limited to a choice among the "Investment Funds" permitted under this article, including Company Stock, and designated by the Committee for this purpose.

(iii) **Investment of Existing Accounts.** An investment direction, or change in investment direction, by a Participant with respect to an existing account balance on any date may be subject to other restrictions and limitations established by the Administrator. On and after October 1, 2021, a Participant may direct the investment of a maximum of 20% of the Participant's existing account balance into Company Stock on any date. However, any Participant who has directed the investment of more than 20% of the Participant's account balance into Company Stock prior to October 1, 2021 shall not be required to reduce their investment percentage to comply with the preceding sentence.

(iv) **Investment of Current Contributions.** The Participant may give investment direction with respect to current contributions only if the amount covered by the direction is at least 1% of the current contributions. Such direction may be subject to other restrictions and limitations established by the Administrator. A Participant is restricted to allocating a maximum of 20% of each future contribution into Company Stock.

(v) **Frequency.** A Participant may change investment direction with respect to an existing account balance at any time. A Participant may give investment direction with respect to current contributions at any time or a date specified by the Administrator. The Administrator may impose restrictions on investment directions to prohibit any investment activity that the Administrator, in its sole discretion, determines to be abusive (including, but not limited to, market-timing and excessive trading) or any violation of the rules of a particular Investment Fund. Such restrictions may be imposed upon individual Participants, classes of Participants, or all Participants as determined by the Administrator. The Administrator may rely conclusively on a

determination made by the manager (or its agent) of any Investment Fund that a particular investment activity violates the rules of such Investment Fund.

(vi) **Commingling**. Funds or assets invested under this provision may be commingled with other funds or assets similarly invested for investment purposes.

(vii) **Direction**. Investment direction shall be given and changed by the means established by the Administrator. An investment direction shall remain in effect until modified or revoked. The Trustee may rely upon the investment direction and, to the extent not implemented by the direction itself, shall implement the direction by procedures established for that purpose. During any period in which there is a change in investment alternatives, the Trustee may hold Company Contributions and other amounts in cash pending implementation of the conversion. In the absence of a Participant's investment direction, contributions to the Participant's RSP account shall be invested in the default investment option selected by the Committee.

(viii) **Company Stock**. Purchases and sales of Company Stock shall be executed by the Trustee as soon as feasible following receipt of Participant directions. If the Trustee, in its discretion, determines that Company Stock is not then reasonably available for purchase or if the Trustee in its discretion, determines that it is not then lawful, prudent, or reasonably feasible and in the best interests of this plan to purchase Company Stock, the Trustee shall invest affected assets of Participants' accounts until Company Stock may be purchased or until other investment directions are received and implemented. If the Trustee should be unable to sell Company Stock when directed, the Trustee may continue to hold the Company Stock without liability until sale at a reasonable price can be accomplished.

(ix) **Additional Terms and Conditions**. The Committee may formulate additional terms and conditions for investment direction by the Participants as necessary or appropriate.

(x) **Limitation of Responsibilities**. The Committee, Trustee, or other plan fiduciary shall not be responsible for the investment performance of the assets of any Participant's account for which the Participant directs the investment. The plan is intended to constitute a plan described in ERISA Section 404(c) and Regulations Section 2550.404(c)-1.

(xi) **Confidentiality**. The Committee has established procedures to protect the confidentiality of information relating to Participant investments in all of the Investment Funds. Information about any Participant exercise of voting, tender and similar rights is also subject to these confidentiality procedures. Investment information and voting instructions from Participants shall not be divulged to anyone, including the Company or any director, officer, employee or agent of the Company. The intent is to insure that the Company (and any directors, officers, employees, agents thereof) cannot determine the instructions given by any Participant. The Committee is the fiduciary responsible for insuring that these confidentiality procedures are followed.

(b) **Participant Investment Direction On and After 1:00 p.m. on September 7, 2022**. The Administrator may permit investment direction by Participants under the rules set forth in this Section 9.4(b). As provided in Section 9.2(a)(iv)(B)(1), the Company Stock Fund shall be closed to new investments in Company Stock effective at 1:00 p.m. Eastern Time, September 7,

2022, at which time Participants shall not be permitted to transfer funds into the Company Stock Fund or direct that any plan contributions be deposited into the Company Stock Fund. Participants shall retain the ability to elect to transfer out of the Company Stock Fund and into other investment options under this plan until 1:00 p.m. on May 31, 2023 when Company Stock is eliminated as an investment option pursuant to Section 9.2(a)(v).

(i) **Accounts**. Investment direction by a Participant shall be permitted with respect to the Participant's RSP Account.

(ii) **Choices**. Investment direction by a Participant shall be limited to a choice among the "Investment Funds" permitted under this article and designated by the Committee for this purpose.

(iii) **Investment of Existing Accounts**. An investment direction, or change in investment direction, by a Participant with respect to an existing account balance on any date may be subject to other restrictions and limitations established by the Administrator. On and after October 1, 2021, a Participant's investment in Company Stock on any date shall be limited to 20% of the Participant's existing account balance, unless the Participant had directed the investment of more than 20% of the Participant's account balance into Company Stock prior to October 1, 2021.

(iv) **Investment of Current Contributions**. The Participant may give investment direction with respect to current contributions only if the amount covered by the direction is at least 1% of the current contributions. Such direction may be subject to other restrictions and limitations established by the Administrator.

(v) **Frequency**. A Participant may change investment direction with respect to an existing account balance at any time. A Participant may give investment direction with respect to current contributions at any time or a date specified by the Administrator. The Administrator may impose restrictions on investment directions to prohibit any investment activity that the Administrator, in its sole discretion, determines to be abusive (including, but not limited to, market-timing and excessive trading) or any violation of the rules of a particular Investment Fund. Such restrictions may be imposed upon individual Participants, classes of Participants, or all Participants as determined by the Administrator. The Administrator may rely conclusively on a determination made by the manager (or its agent) of any Investment Fund that a particular investment activity violates the rules of such Investment Fund.

(vi) **Commingling**. Funds or assets invested under this provision may be commingled with other funds or assets similarly invested for investment purposes.

(vii) **Direction**. Investment direction shall be given and changed by the means established by the Administrator. An investment direction shall remain in effect until modified or revoked. The Trustee may rely upon the investment direction and, to the extent not implemented by the direction itself, shall implement the direction by procedures established for that purpose. During any period in which there is a change in investment alternatives, the Trustee may hold Company Contributions and other amounts in cash pending implementation of the conversion. In the absence of a Participant's investment direction, contributions to the Participant's RSP account shall be invested in the default investment option selected by the Committee.

(viii) **Company Stock**. Effective at 1:00 p.m. Eastern Time, September 7, 2022, the Trust shall not purchase Company Stock. Any allocations directed to Company Stock received at or after 1:00 p.m. Eastern Time, September 7, 2022, shall be invested in the default investment option selected by the Committee. Sales of Company Stock shall be executed by the Trustee as soon as feasible following receipt of Participant directions. If the Trustee should be unable to sell Company Stock when directed, the Trustee may continue to hold the Company Stock without liability until sale at a reasonable price can be accomplished.

(ix) **Additional Terms and Conditions**. The Committee may formulate additional terms and conditions for investment direction by the Participants as necessary or appropriate.

(x) **Limitation of Responsibilities**. The Committee, Trustee, or other plan fiduciary shall not be responsible for the investment performance of the assets of any Participant's account for which the Participant directs the investment. This plan is intended to constitute a plan described in ERISA Section 404(c) and Regulations Section 2550.404(c)-1.

(xi) **Confidentiality**. The Committee has established procedures to protect the confidentiality of information relating to Participant investments in all of the Investment Funds. Information about any Participant exercise of voting, tender and similar rights is also subject to these confidentiality procedures. Investment information and voting instructions from Participants shall not be divulged to anyone, including the Company or any director, officer, employee or agent of the Company. The intent is to insure that the Company (and any directors, officers, employees, agents thereof) cannot determine the instructions given by any Participant. The Committee is the fiduciary responsible for insuring that these confidentiality procedures are followed.

9.5 Loans.

Upon the request of a Participant who has not terminated employment and at the direction of the Administrator, the Trustee shall loan the Participant the requested amount. The availability and terms of any loan shall be determined under loan procedures established by the Administrator. Loans shall be available to Participants on a reasonably equivalent basis, but the Administrator may take into account a Participant's credit rating, financial need, and ability to repay the loan. Loans shall be available only from the Participant's Before-Tax Employee Contributions Account in the Participant's Savings Account, Before-Tax Employee Contributions Account in the Participant's Retiree Health Account, Roth Contributions Account, After-Tax Employee Contributions Account, Rollover Account, Roth Rollover Contributions Account, Pre-1988 Company Matching Contributions Account, Remy Before-Tax Supplement Account, Remy Safe Harbor Match Account, Remy Prior Matching Account, Remy Prior Profit Sharing Account, Remy Employer 100% Vested Account, Delphi Employer Contribution Account, Akasol Employer Contribution Account, and Rhombus Employer Contribution Account, as well as any additional account or subaccount established to maintain qualified nonelective contributions contributed to the plan on behalf of the Participant. No more than one (1) loan shall be extended to a Participant at any one time. Notwithstanding the preceding sentence, a maximum number of three (3) loans may be outstanding solely with respect to loans that are transferred to the plan as a result of the merger of the Delphi Savings Plan into this plan. Any such transferred loan shall remain subject to its original loan terms until it is paid in full; however, no additional loan may be requested by a

Participant until all outstanding loans are repaid to this plan and provided such new loan conforms to the terms and requirements of this Section 9.5.

(a) **Separate Investment.** The loan shall be a separate investment of the Participant's account as of the date of the loan. Interest on the loan and repayments of principal shall be credited directly to the Participant's account.

(b) **Fees and Charges.** Special fees and charges resulting from the loan shall be charged to the Participant's account, unless paid by the Company.

(c) **Promissory Note.** The loan shall be documented by a written promissory note providing for at least equal monthly payments of principal and interest with no prepayment penalty.

(i) **Interest Rate.** The loan shall bear a reasonable rate of interest which shall be commensurate with the prime rate quoted in The Wall Street Journal as of the first business day of each month plus one percentage point. Notwithstanding the previous sentence, in accordance with Section 207 of the Servicemembers Civil Relief Act ("SCRA"), if a Participant on a leave of absence for military service (as defined by the SCRA) requests it in accordance with the notice requirements of the SCRA, the interest rate charged on a loan during the leave of absence shall be limited to 6% unless otherwise authorized by a court. This limitation applies only to loans taken before the Participant enters military service.

(ii) **Term of Loan.** The term of the loan shall be at least six (6) months and shall not exceed five (5) years. A loan shall have a stated maturity date not later than the date of the first expected distribution to the Participant.

(d) **Amount.** Loans shall not be made available to Highly Compensated Employees in an amount greater than the amount made available to other Participants. All outstanding loans to the Participant shall be at least \$500 and shall not exceed the lesser of \$50,000, or one-half of the sum of the Participant's Savings Account and Retiree Health Account, excluding the Participant's Company Matching Contributions Accounts.

The \$50,000 limit shall be reduced by the excess of the highest outstanding balance of all prior loans to the Participant under all qualified retirement plans of the Company and each Related Employer during the one-year period ending on the day before the date of the new loan, over the outstanding balance of all prior loans to the Participant on the date of the new loan.

(e) **Security.** The loan shall be adequately secured. The Participant shall execute a security agreement within 90 days before the effective date of the loan or renegotiation, extension, renewal, or other revision of an existing loan. The security agreement shall grant to the Trustee, for the benefit of this plan, a continuing security interest in the Participant's Vested Account Balance. Upon payment in full of principal and interest on the loan, the security interest shall terminate.

(i) **Security Interest.** The security interest shall not exceed 50% (100% for loans made or revised before October 18, 1989) of the Participant's Vested Account Balance.

(ii) **Alternate Security.** With the Administrator's consent, the Participant may provide additional or alternative security to secure the repayment of the loan.

(f) **Default.** Upon default, the entire loan shall be due. The security interest may not be foreclosed until distribution would be permitted under Article 7. At that time, the Trustee may exercise its right of setoff and equitably charge the Participant's Vested Account Balance by reducing it by the unpaid balance. A Participant who has defaulted on a loan while an Eligible Employee shall not be eligible to receive another loan from this plan.

(g) **Early Due Date.** If all or a part of the loan is outstanding on the date the first distribution is to be made to the Participant or a Beneficiary after the Participant's employment terminates or this plan terminates, the loan shall be due and payable. Unless paid, the remaining balance of the loan and all accrued and unpaid interest shall be deducted from the Participant's Vested Account Balance before the first distribution is made.

(h) **Suspension of Loan Payments.** If permitted by the Administrator, loan payments shall be suspended for a period that a Participant is on a leave of absence either without compensation or at a level of compensation that is less than the amount of the installment payments required under the terms of the loan.

(i) **Length of Suspension.**

(A) **Military Leave of Absence.** If a Participant is performing service in the uniformed services (as defined in Chapter 43 of Title 38 of the United States Code), whether or not Qualified Military Service, loan payments shall be suspended until the end of the leave of absence.

(B) **General Leave of Absence.** For all other leaves of absences, loan payments shall be suspended for the period of the leave of absence, but not longer than one year.

(ii) **Payments on Resumption.** The installment payments due at the end of the suspension must be substantially level and at least equal to those required under the original terms of the loan. If installment payments are not increased on resumption of payment, the Participant must repay the entire remaining balance of the loan no later than the due date specified in (iii) below.

(iii) **Due Date.** The loan, including accrued interest, must be repaid no later than the latest date permitted under (c)(ii) above, plus the period of suspension permitted under (i)(A) above, if applicable.

(i) **Coronavirus-Related Increase in Loan Limit and Extension of Certain Loan Repayments.**

(a) Notwithstanding the loan limitation that otherwise would apply under Section 9.5(d), the plan will determine the loan limit under Code §72(p)(2)(A) for a loan to a Qualified Individual, as defined in Section 7.1(m), made during the period beginning March 27, 2020 and ending September 22, 2020, by substituting "\$100,000" for "\$50,000," and by substituting "100 percent of the sum of the Participant's Savings Account and Retiree Health

Account” for “one-half of the sum of the Participant’s Savings Account and Retiree Health Account” in Section 9.5(d).

(b) Notwithstanding anything in this Article IX to the contrary, if a Qualified Individual, as defined in Section 7.1(m), has an outstanding loan from this plan on or after March 27, 2020, then: (i) if the date for any repayment of such loan occurs during the period from March 27, 2020 and ending December 31, 2020, including any repayment due following a severance from employment, the due date is extended for one year as permitted under the CARES Act; (ii) the plan will adjust any subsequent repayments to reflect the extension of the due date under (i) and any interest accrued during the extension; and (iii) the plan will disregard the period of extension described in (i) in determining the 5-year period and the loan term under Code Section 72(p)(2)(B) or (C).

ARTICLE 10

TRUST FUND

The Company shall establish a Trust Fund to be held and invested by the Trustee, into which Company Contributions shall be deposited. The Trust Fund shall be held and administered in accordance with the terms and provisions of the Trust Agreement established in conjunction with this plan. The Trust Agreement shall form a part of this plan and any and all rights or benefits which may accrue to any Person under this plan shall be subject to all the terms and provisions of the Trust Agreement. The duties and rights of the Trustee shall be governed by the Trust Agreement.

The Trust Fund is established and shall be operated for the exclusive benefit of Participants and their beneficiaries. The trust shall not be diverted to other purposes, except that trust assets may be used to pay reasonable expenses of administration.

Each Participant and any other Person who shall claim any benefit under this plan shall be entitled to look only to the Trust Fund for any right, claim, or demand against the Company, the Administrator, or the Trustee. Distributions are to be made only from the Trust Fund and only to the extent that the Trust Fund shall suffice.

ARTICLE 11

AMENDMENT, MERGERS, SUCCESSOR EMPLOYER

11.1 Amendment by Corporation.

The Corporation, or the Committee, may amend this plan and trust. An amendment may be retroactive or prospective, in the sole discretion of the Corporation or Committee (depending on who is adopting the amendment), except where prohibited by ERISA, the Code, or, where applicable, the Collective Bargaining Agreement. An amendment may be made without the consent of any other Person, except that an amendment shall not:

(a) **Reduce Participant’s Account.** Decrease the amount credited to a Participant’s account;

(b) **Reduce Vested Portion.** Reduce a Participant's vested portion, as of the later of the date of adoption of the amendment or the effective date of the amendment;

(c) **Vesting Schedule.** Modify the vesting schedule with respect to a Participant unless the Administrator notifies each Participant who has at least three Years of Vesting Service in writing that the Participant may elect (during the period beginning not later than the date the amendment is adopted and ending not earlier than 60 days after the later of the date (i) the amendment is adopted, (ii) the amendment is effective, or (iii) the Participant receives the written notice of the election) to have the Participant's vested portion determined under the vesting schedule in effect prior to the amendment;

(d) **Elimination of Protected Benefits.** Eliminate any early retirement benefits and retirement-type subsidy under Code Section 411(d)(6)(B)(i) or any optional forms of distribution with respect to benefits attributable to service earned before the amendment, except as may be permitted under Code Sections 401(a)(4) and 411; and

(e) **Alter Trustee's Duties.** Alter the duties, responsibilities, or liabilities of the Trustee without the consent of the Trustee.

11.2 Merger of Plans.

This plan may be merged or consolidated, or its assets and liabilities may be transferred, in whole or in part, to another qualified retirement plan if:

(a) **Preservation of Account Balance.** Each Participant's account balance would be equal to or greater than the account balance the Participant would have been entitled to receive if this plan had terminated immediately before the merger, consolidation, or transfer.

(b) **Authorization.** The Company and any new or successor employer authorize the merger, consolidation, or transfer.

11.3 Successor Company.

If the Company is dissolved, merged, consolidated, restructured, or reorganized, or if the assets of the Company are transferred, this plan and trust may be continued by the successor, and in that event, the successor will be substituted for the Company.

ARTICLE 12

TERMINATION

12.1 Right to Terminate or Discontinue Contributions.

The Corporation reserves the right to revoke this instrument and terminate this plan and the Trust Fund, or to cease or suspend further contributions; provided, with respect to the portion of the plan applicable to Ithaca Plant Hourly Employees, that the Collective Bargaining Agreement has expired.

12.2 Automatic Termination.

This plan shall automatically terminate, or partially terminate when applicable, and contributions to the Trust Fund shall cease upon the Corporation's legal dissolution or when required by ERISA or the Code.

12.3 Discontinuance of Contributions.

If the Company determines that it is no longer possible or desirable to make Company Contributions to the Trust Fund, it may, without terminating this plan, take appropriate action to permanently discontinue further Company Contributions. Upon discontinuance of Company Contributions, the accounts of all affected Participants shall be nonforfeitable. This plan and Trust Fund will remain in force, and the Administrator and the Trustee will continue to administer this plan and Trust Fund under its provisions except for Company Contributions.

12.4 Effect of Termination or Partial Termination.

(a) **Nonforfeitability.** Upon termination or partial termination of this plan, accounts of affected Participants shall be nonforfeitable.

(b) **Distribution.** The Committee shall direct the Trustee to make distributions to affected Participants under Article 7. However, the Committee and the Trust Fund shall remain in existence, and all of the provisions of the plan, which in the sole option of the Committee are necessary, shall remain in full force and effect until all benefits due to Participants and Beneficiaries have been distributed.

12.5 No Reversion of Assets.

The Corporation shall not receive an amount from the Trust Fund upon termination, partial termination, or discontinuance of contributions.

ARTICLE 13

GENERAL PROVISIONS

13.1 Spendthrift Provision.

An interest in the Trust Fund shall not be subject to assignment, conveyance, transfer, anticipation, pledge, alienation, sale, encumbrance, or charge, whether voluntary or involuntary, by a Participant or Beneficiary except under a QDRO or as permitted in subsection (a) or (b).

(a) **Not Security.** An interest shall not provide collateral or security for a debt of a Participant or Beneficiary or be subject to garnishment, execution, assignment, levy, or to another form of judicial or administrative process or to the claim of a creditor of a Participant or Beneficiary, through legal process or otherwise, except for a claim the Trustee may have against the same as security for a Participant loan or under a voluntary revocable assignment permitted by Regulation Section 1.401(a)-13.

(b) **Crimes and ERISA Violations.** A Participant's interest in the Trust Fund may be offset to pay an amount that the Participant is required to pay to the plan if expressly provided for by:

(i) **Judgment of Conviction.** A judgment of conviction for a crime involving this plan;

(ii) **Civil Judgment.** A civil judgment (including a consent order or decree) entered by a court in an action brought in connection with a violation (or alleged violation) of the fiduciary responsibility provisions under ERISA; or

(iii) **IRS/PBGC Settlement.** A settlement agreement between the Participant and the Internal Revenue Service or Pension Benefit Guaranty Corporation in connection with a violation (or alleged violation) of the fiduciary responsibility provisions under ERISA by a fiduciary or any other person.

(c) **Attempts Void.** Any other attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber, charge, or otherwise dispose of benefits payable, before actual receipt of the benefits, or a right to receive benefits, shall be void. The Trust Fund shall not be liable for, or subject to, the debts, contracts, liabilities, engagements, or torts of a Person entitled to benefits. The benefits and trust assets under this plan shall not be considered an asset of a Participant or Beneficiary in the event of insolvency or bankruptcy.

13.2 Effect Upon Employment Relationship.

The adoption of this plan shall not create a contract of employment between the Company and an Employee, confer upon an Employee a legal right to continuation of employment, limit or qualify the right of the Company to discharge or retire an Employee at will, or affect the right of the Employee to remain in service after the Normal Retirement Date.

13.3 No Interest in Company Assets.

Nothing in this plan shall be construed to give an Employee, Participant, or Beneficiary an interest in the assets or the business affairs of the Company, or the right to examine the books and records of the Company. A Participant's rights are solely those granted by this instrument.

13.4 Construction.

The singular includes the plural, and the plural includes the singular, unless the context clearly indicates the contrary. Capitalized terms have the meaning specified in this plan. If a term is not defined, the term shall have the general, accepted meaning of the term.

Any period of time described in this plan shall consist of consecutive days, months, or years, as appropriate.

13.5 Severability.

If any provision of this plan is invalid, unenforceable, or disqualified under the Code, ERISA, or Regulations, for any period of time, the affected provisions shall be ineffective but the remaining provisions shall be unaffected.

13.6 Governing Law.

This plan shall be interpreted, administered, and managed in compliance with the Code, ERISA, and Regulations. To the extent not preempted by federal law, this plan shall be interpreted, administered, and managed in compliance with the laws of the State of Michigan.

13.7 Nondiversion.

The trust is established and shall be administered for the exclusive benefit of Participants and their beneficiaries.

ARTICLE 14

TOP-HEAVY PLAN PROVISIONS

14.1 Top-Heavy Plan.

If this plan is or becomes a Top-Heavy Plan in a Plan Year, the provisions of this article shall supersede all conflicting plan provisions.

(a) **Definition.** Except as specified in (b) below, “Top-Heavy Plan” means this plan for a Plan Year if:

(i) **Not Required or Permissive Aggregation Group.** This plan is not part of a Required Aggregation Group or a Permissive Aggregation Group, and the Top-Heavy Ratio exceeds 60%;

(ii) **Required Aggregation Group.** This plan is part of a Required Aggregation Group (but not part of a Permissive Aggregation Group), and the Top-Heavy Ratio for the Required Aggregation Group exceeds 60%; or

(iii) **Permissive Aggregation Group.** This plan is part of a Permissive Aggregation Group, and the Top-Heavy Ratio for the Permissive Aggregation Group exceeds 60%.

(b) **Safe Harbor.** This plan will not be a Top-Heavy Plan for a Plan Year if there are no forfeitures or Company Contributions, other than Before-Tax Employee Contributions, Roth Contributions, and Safe Harbor Company Retirement Contributions, allocated to Participants’ accounts for the Plan Year.

14.2 Top-Heavy Determination.

The determination of the Top-Heavy Ratio and the extent to which distributions, rollovers, and transfers are taken into account will be made in accordance with Code Section 416 and Regulations.

(a) **Top-Heavy Ratio.** “Top-Heavy Ratio” means the ratio, as of this plan’s Determination Date, calculated by dividing the aggregate Present Value of Accrued Benefits of all Key Employees of each plan in the Required Aggregation Group (and each other plan in the Permissive Aggregation Group, if necessary or desirable) by the aggregate Present Value of Accrued Benefits of all Participants under all plans in the Required (or Permissive) Aggregation Group.

(i) **Disregard Certain Employees.** In calculating the Top-Heavy Ratio, the account balance or accrued benefit of a Participant who was a Key Employee in a prior year but is no longer a Key Employee or has not performed services for a Company maintaining this plan at any time during the one-year period ending on the Determination Date(s) will be disregarded.

(ii) **Ownership.** Ownership shall be determined under Code Section 318 as modified by Code Section 416(i)(1)(B)(iii) without regard to the aggregation rules under Code Section 414.

(b) **Present Value of Accrued Benefits.**

(i) **This Plan.** “Present Value of Accrued Benefits” under this plan means the account balances of all Participants and Beneficiaries determined as of the most recent Top-Heavy Valuation Date within the 12-month period ending on the Determination Date, including forfeitures reallocated as of such Determination Date and the value of each Participant’s After-Tax Employee Contributions account. The Present Value of Accrued Benefits includes:

(A) **One-Year Period.** The amount of a distribution made from this plan due to severance from employment, death or disability during the one-year period ending on the Determination Date; and

(B) **Five-Year Period.** The amount of a distribution made from this plan for any other reason during the five-year period ending on the Determination Date.

(ii) **Multiple Plans.** The Present Value of Accrued Benefits shall be determined with respect to, and pursuant to the provisions of, all qualified retirement plans (including a simplified employee pension plan) in the aggregation group. When aggregating plans, the Present Value of Accrued Benefits will be calculated with reference to the Determination Dates that fall within the same calendar year.

(iii) **Unpaid Contribution.** A contribution not paid as of a Determination Date for any plan in the aggregation group shall be included in the determination of the Present Value of Accrued Benefits as required in Code Section 416 and Regulations.

(iv) **Rollovers and Transfers.** A distribution rolled over or an amount transferred from this plan to another qualified retirement plan of the Company or a Related Employer shall not be included in the Present Value of Accrued Benefits under this plan. A distribution rolled over or an amount transferred from another qualified retirement plan of the Company or a Related Employer to this plan shall be included in the Present Value of Accrued Benefits under this plan. If a rollover or transfer to a qualified retirement plan of an unrelated employer was initiated by the former Participant, it shall be deemed a distribution from this plan. If a rollover or transfer from a qualified retirement plan of an unrelated employer to this plan for a Participant was initiated by the Participant, it shall not be included in the Present Value of Accrued Benefits under this plan unless the rollover or transfer to this plan was accepted on or before December 31, 1983.

(c) **Required Aggregation Group.** “Required Aggregation Group” means all qualified retirement plans, including terminated plans, of the Company and each Related Employer in which at least one Key Employee is a participant, plus all other qualified retirement plans of the Company and each Related Employer, that enable one or more of the plans covering at least one Key Employee to meet the requirements of Code Sections 401(a)(4) or 410.

(d) **Permissive Aggregation Group.** “Permissive Aggregation Group” means all qualified retirement plans, including terminated plans, if any, of the Company and each Related Employer that are part of a Required Aggregation Group that includes this plan, plus any other qualified retirement plan (designated by the Company) of the Company and each Related Employer that is not part of the Required Aggregation Group but that, when considered part of the Permissive Aggregation Group, does not prevent the group from meeting the requirements of Code Sections 401(a)(4) and 410.

(e) **Determination Date.** For any Plan Year after the initial Plan Year, “Determination Date” means the last day of the preceding Plan Year. For the initial Plan Year, “Determination Date” means the last day of the initial Plan Year.

(f) **Key Employee.** “Key Employee” means an Employee or former Employee (including any deceased Employee or the Beneficiary of any deceased Employee) who, under Code Section 416(i), is or was, during the Plan Year that includes the Determination Date, one of the following:

(i) **Officer.** An officer of an Company or Related Employer if the officer’s Section 415 Compensation exceeds \$165,000 (as adjusted under Code Section 416(i)(1));

(ii) **5% Owner.** A 5% Owner; or

(iii) **1% Owner; \$150,000 Compensation.** A 1% owner, determined under the definition of 5% Owner but replacing “5%” with “1%,” whose Section 415 Compensation exceeds \$150,000.

Ownership under (ii) and (iii) shall be determined separately for each Company and Related Employer. Compensation for (i) and (iii) above for a Plan Year is determined without regard to the Annual Compensation Limit.

(g) **Top-Heavy Valuation Date.** “Top-Heavy Valuation Date” means, for a defined contribution plan (including a simplified employee pension plan), the date for revaluation of the assets to market value coinciding with, or occurring most recently within the 12-month period ending on, the Determination Date. For a defined benefit plan, the term means the most recent date used for computing the plan costs for minimum funding purposes (whether or not an actuarial valuation is performed during that Plan Year) occurring within the 12-month period ending on the Determination Date.

14.3 Minimum Allocation.

(a) **No Defined Benefit Plan.** For each Plan Year in which this plan is or becomes a Top-Heavy Plan, and the Company or a Related Employer does not maintain a tax-qualified defined benefit pension plan (or no Participant in this plan can participate in any such plan maintained by the Company or a Related Employer), the Company Contributions (other than Before-Tax Employee Contributions and Roth Contributions) and forfeitures allocated to the account of each Participant who is not a Key Employee and who is employed on the last day of the Plan Year shall be not less than the lesser of 3% of the Participant’s Section 415 Compensation, or the largest percentage of Section 415 Compensation allocated to any Key Employee from all Company Contributions (including Before-Tax Employee Contributions and Roth Contributions). A Participant who is not a Key Employee and whose employment terminates during the Plan Year on or after the Participant’s Normal Retirement Date or due to death or Permanent Disability shall be eligible for this minimum allocation. If necessary, the Company shall make an additional contribution to provide this minimum allocation.

(b) **Defined Benefit Plan.** For each Plan Year in which this plan is or becomes a Top-Heavy Plan, and the Company or a Related Employer maintains a tax-qualified defined benefit pension plan in which one or more Participants may participate, the Company Contributions (other than Before-Tax Employee Contributions and Roth Contributions) and forfeitures allocated to the account of each Participant who participates in the defined benefit pension plan, is not a Key Employee and is employed on the last day of the Plan Year shall be not less than the lesser of 5% of the Participant’s Section 415 Compensation, or the largest percentage of Section 415 Compensation allocated to any Key Employee from all Company Contributions (including Before-Tax Employee Contributions and Roth Contributions). A Participant who participates in the defined benefit pension plan and whose benefit accounts have not been frozen, is not a Key Employee and whose employment terminates during the Plan Year on or after the Participant’s Normal Retirement Date or due to death or Permanent Disability shall be eligible for this minimum allocation. If necessary, the Company shall make an additional contribution to provide this minimum allocation.

(c) **Collective Bargaining Exclusion.** Ithaca Plant Hourly Employees who are covered by the Collective Bargaining Agreement shall not be entitled to the minimum allocation under (a) and (b) above.

ARTICLE 15

ADDITIONAL 401(K) AND 401(M) PROVISIONS

This Article describes the nondiscrimination rules and other limits that apply under Code Sections 401(k) and 401(m), and is not intended to describe the specific contributions the Company intends to make under the plan. The specific contributions authorized under this plan are described in Article 4.

15.1 Elective Deferral Limit.

(a) **Amount of Limit.** No Participant shall be permitted to have Elective Deferrals made under this plan, or any other qualified plan maintained by the Employer during any taxable year, in excess of the “Elective Deferral Limit.” “Elective Deferral Limit” means the dollar limitation specified in Code Section 402(g) for the taxable year, which is \$18,000 for 2016 (as adjusted each taxable year under Code Section 415(d), pursuant to Code Section 402(g)(4)), except to the extent permitted under Code Section 414(v) for Catch-up Contributions, as provided in Section 4.2(c). Any such Excess Deferrals (as set forth in Code Section 402(g)(2)) shall be distributed to the Participant in accordance with the rules of Section 15.4.

(b) **Elective Deferrals.** “Elective Deferrals” means the Before-Tax Employee Contributions and Roth Contributions made for the Participant under this plan and as to other plans, any other portion of the Participant’s income deferred and excluded from current taxation under Code Sections 401(k) (a qualified cash or deferred arrangement); 402A (a qualified Roth contribution program); 408(k)(6) (a simplified employee pension plan); 403(b) (a tax-sheltered annuity); 408(p)(2)(A)(ii) (a SIMPLE retirement plan); 457 (a deferred compensation plan of governments and tax-exempts); or 501(c)(18) (a pre-June 25, 1959, employee contributions only plan). In applying the limit, all of the Participant’s Elective Deferrals for the calendar year shall be aggregated.

15.2 Safe Harbor Plan.

The plan shall satisfy the requirements for a safe harbor plan under Code Sections 401(k)(12) and 401(m)(11) for each Plan Year. Except as specified in (c) and (d) below, the ADP and ACP Limits under Section 15.3 are deemed satisfied.

(a) **Notices.** The Company must provide a written notice to Participants at least 30 days prior to each Plan Year informing the Participants of the amount of the Safe Harbor Company Retirement Contribution for next Plan Year.

(b) **Content of Notice.** The notice under (a)(i) above must contain the following:

(i) **Formula.** The formula used for determining the amount of the Safe Harbor Company Retirement Contribution for the Plan Year;

(ii) **Other Contributions.** Any other contributions provided under this plan and the conditions under which such contributions are made;

(iii) **Compensation.** The type and amount of Compensation that may be deferred under the plan as Before-Tax Employee Contributions and/or Roth Contributions;

(iv) **Procedures.** The procedures for making a cash or deferred election under the plan and the periods during which such elections may be made or changed;

(v) **Withdrawal and Vesting.** The withdrawal and vesting provisions applicable to contributions under the plan; and

(vi) **Additional Information.** Information that makes it easy to obtain additional information about the plan (including an additional copy of the summary plan description) such as telephone numbers, addresses and, if applicable, electronic addresses, of individuals or offices from whom Employees can obtain such plan information.

(c) **ACP Limit.**

(i) **Deemed Satisfied.** The ACP Limit is deemed satisfied with respect to Company Matching Contributions for a Plan Year if the Company Matching Contributions for the Plan Year meet the requirements and limitations described below. The Company Matching Contributions specified in Sections 4.2(e) and 4.3(b) are intended to meet those requirements and limitations.

(A) **Percentage Limit.** Company Matching Contributions for any Participant are not based on Before-Tax Employee Contributions and/or Roth Contributions that exceed 6% of the Participant's Compensation. Company Matching Contributions for any Participant made at the discretion of the Company may not exceed 4% of the Participant's Compensation.

(B) **Rate of Increase.** The rate of Company Matching Contributions may not increase as a Participant's rate of Before-Tax Employee Contributions and/or Roth Contributions increases.

(C) **Rate of Contributions.** At any rate of Before-Tax Employee Contributions and/or Roth Contributions, the rate of Company Matching Contributions that would apply to a Highly Compensated Employee may not be greater than the rate of Company Matching Contributions that would apply to an eligible Participant who is not a Highly Compensated Employee. An eligible Participant is a Participant who is eligible to make Before-Tax Employee Contributions and/or Roth Contributions under this plan.

(ii) **Modified ACP Limit.** If the ADP Limit is deemed satisfied and the ACP Limit is not deemed satisfied under (i) above, Before-Tax Employee Contributions and/or Roth Contributions may not be treated as Company Matching Contributions in determining compliance with the ACP Limit for that Plan Year.

(d) **Continued Application of ADP and ACP Limits.** The ADP and ACP Limits will continue to apply for the Plan Year (or portion thereof) to:

(i) **Collectively Bargained Employees.** Participants who are members of a collective bargaining unit for the Plan Year, including Ithaca Plant Hourly Employees;

(ii) **Waiting Period.** Participants who are eligible to participate in this plan with respect to Before-Tax Employee Contributions and/or Roth Contributions in accordance with Section 3.1(a)(i) for a portion of the Plan Year but who have not become eligible with respect to Safe Harbor Company Retirement Contributions under Section 3.1(a)(ii) for such period; and

(iii) **After-Tax Employee Contributions.** After-Tax Employee Contributions for the Plan Year for all Participants.

(e) **Additional Rules.** Additional rules, including aggregation and disaggregation rules, shall apply as provided under Code Sections 401(k)(12) and 401(m)(11) and Regulations and any other guidance published by the Internal Revenue Service.

15.3 ADP Limit/ACP Limit.

Unless the ADP and ACP Limits are deemed satisfied as specified in Section 15.2 for a Plan Year, the ADP Limit and ACP Limit shall apply to all Participants for the Plan Year. If the ADP and ACP Limits are deemed satisfied for a Plan Year, the ADP and ACP Limits shall continue to have limited application in accordance with Section 15.2(d) and the maximum ADP and ACP in those limited situations shall be determined under the following provisions.

(a) **ADP Limit.** “ADP Limit” means the maximum ADP for Highly Compensated Employees determined under the current year testing method as follows:

(i) **Amount of Limit.** The ADP for Participants who are Highly Compensated Employees for the Plan Year shall not exceed the greater of:

(A) **125% Limit.** 125% of the ADP for all Participants who were not Highly Compensated Employees, or

(B) **200%/2% Limit.** 200% of the ADP for all Participants who are not Highly Compensated Employees or, if less, the ADP for all Participants who are not Highly Compensated Employees plus two percentage points.

(ii) **ADP.** “ADP” means the average of the Deferral Percentages determined by dividing the sum of all Deferral Percentages of all eligible Participants in the applicable group by the number of eligible Participants in that group. An eligible Participant is a Participant who is directly or indirectly eligible to make or receive an allocation of an ADP Contribution. Unless the ADP Limit is deemed satisfied as specified in Section 15.2, the Company may elect to disregard eligible Participants (other than Highly Compensated Employees) who have not met the minimum age and service requirements of Code Section 410(a)(1)(a) provided the plan separately satisfies Code Section 410(b) taking into account only those Participants.

(iii) **Deferral Percentage.** “Deferral Percentage” means a percentage determined by dividing the Participant’s ADP Contributions for the applicable Plan Year by the Participant’s ADP Compensation. If ADP Contributions are not made for the Participant, the

Participant's Deferral Percentage is zero. Before-Tax Employee Contributions and/or Roth Contributions that are treated as Catch Up Contributions for a Participant for a Plan Year because they exceed a Statutory Limit or an Company-Provided Limit shall be subtracted from the Participant's Before-Tax Employee Contributions and/or Roth Contributions before determining the Participant's Deferral Percentage for the Plan Year.

(iv) **ADP Contributions.** "ADP Contributions" means the Before-Tax Employee Contributions (including Retiree Health Contributions) and/or Roth Contributions made for the Participant for the applicable Plan Year.

(v) **ADP Compensation.** "ADP Compensation" means the Employee's compensation as defined in Section 5.5(d) for the applicable Plan Year. ADP Compensation is determined only for the portion of the Plan Year that an Employee is an Eligible Employee with respect to Before-Tax Employee Contributions and/or Roth Contributions. ADP Compensation shall not exceed the Annual Compensation Limit.

(b) **ACP Limit.** "ACP Limit" means the maximum ACP for Highly Compensated Employees determined under the current year testing method as follows:

(i) **Amount of Limit.** The ACP for Participants who are Highly Compensated Employees for each Plan Year shall not exceed the greater of:

(A) **125% Limit.** 125% of the ACP for all Participants who were not Highly Compensated Employees, or

(B) **200%/2% Limit.** 200% of the ACP for all Participants who were not Highly Compensated Employees or, if less, the ACP for all Participants who were not Highly Compensated Employees plus two percentage points.

(ii) **ACP.** "ACP" means the average of the Contribution Percentages determined by dividing the sum of all Contribution Percentages of all eligible Participants in the applicable group by the number of eligible Participants in the group. An eligible Participant is a Participant who is directly or indirectly eligible to make or receive an allocation of an ACP Contribution. Unless the ACP Limit is deemed satisfied as specified in Section 15.2, the Company may elect to disregard eligible Participants (other than Highly Compensated Employees) who have not met the minimum age and service requirements of Code Section 410(a)(1)(a) provided the plan separately satisfies Code Section 410(b) taking into account only those Participants.

(iii) **Contribution Percentage.** "Contribution Percentage" means the percentage determined by dividing the Participant's ACP Contributions for the applicable Plan Year by the Participant's ADP Compensation. If ACP Contributions are not made for the Participant, the Participant's Contribution Percentage is zero.

(iv) **ACP Contributions.** "ACP Contributions" means the sum of the following for the applicable Plan Year:

(A) **Company Matching Contributions.** Company Matching Contributions unless all such contributions with respect to all eligible Participants are disregarded

in accordance with Regulations Section 1.401(m)-2(a)(5)(iv) because the plan satisfies the safe harbor plan requirements described in Section 15.2 for the Plan Year;

(B) **After-Tax Employee Contributions.** After-Tax Employee Contributions; and

(C) **Before-Tax Employee Contributions Treated As Matching.** If the ADP Limit is not exceeded, all Before-Tax Employee Contributions or, to the extent not required for compliance with the ADP Limit, only the Before-Tax Employee Contributions made for Participants who are not Highly Compensated Employees, that are treated as Company Matching Contributions for determining compliance with the ACP Limit to the extent permitted under Regulations Section 1.401(m) - 2(b)(6).

(c) **Aggregation With Other Plans.** This plan and any plan aggregated with this plan under the plan aggregation rules of Section 15.5 shall be treated as a single plan for testing compliance with the ADP and ACP Limits.

(d) **Additional Rules.** In determining compliance with the ADP and ACP Limits, the testing coordination, plan aggregation, correction, and other rules in Section 15.5 apply.

15.4 Excess Deferral, Excess Contribution, and Excess Aggregate Contribution.

(a) **Correction of Excess Deferral.** Upon written notification, an Excess Deferral, plus attributable income or loss, shall be distributed to the Participant. In the event a Participant has made both Before-Tax Employee Contributions and Roth Contributions for the Plan Year, distribution shall first be made from a Participant's Before-Tax Employee Contributions.

(i) **Definition.** "Excess Deferral" means a Participant's Elective Deferrals that exceed the Elective Deferral Limit under Section 15.1.

(ii) **Written Notification.** If the Excess Deferral for a Participant occurs within one or more plans of the Company and any Related Employer, the Company must notify the Trustee of the amount of the Excess Deferral to be distributed from this plan. If the Excess Deferral for a Participant occurs under this plan and one or more plans of unrelated employers, the Participant must notify the Administrator of the amount of the Excess Deferral to be distributed from this plan. The notification should be given no later than February 15 following the calendar year for which the Excess Deferral was contributed. The notification must specify the amount of Excess Deferral to be distributed and contain an acknowledgment that the amount to be distributed exceeds the Elective Deferral Limit.

(iii) **Time of Distribution.** If the written notification is timely, the distribution shall be made by April 15 following receipt of the request. If not, any Excess Deferral shall be retained in this plan and distributed under Article 7.

(iv) **Application to ADP Limit.** An amount distributed to a Highly Compensated Employee to correct an Excess Deferral (whether it occurs under plans of unrelated employers or under a plan or plans of the Company and any Related Employer) shall be included in determining compliance with the ADP Limit as if not distributed. An amount distributed to a

Participant who is not a Highly Compensated Employee to correct an Excess Deferral that occurs within one or more plans of the Company and any Related Employer shall not be included in determining compliance with the ADP Limit.

(b) **Correction of Excess Contribution.** An Excess Contribution, plus any attributable income or loss, shall be deducted from the Before-Tax Employee Contributions in each affected Participant's Savings Account or Retiree Health Account.

(i) **Definition.** "Excess Contribution" means the ADP Contributions of Highly Compensated Employees that cause the ADP to exceed the ADP Limit, reduced by the amount of any Excess Deferral distributed under (a) above.

(ii) **Catch Up Contributions.** Before-Tax Employee Contributions and/or Roth Contributions for a Participant who is a Highly Compensated Employee that are treated as Catch Up Contributions because the ADP Limit was exceeded for a Plan Year shall be subtracted from the Excess Contributions allocated to the Participant for that Plan Year and retained under this plan. Any remaining Excess Contributions shall be distributed or recharacterized under (iii) below.

(iii) **Method.** The Excess Contribution shall be deducted from the Participant's Before-Tax Employee Contributions. Before-Tax Employee Contributions deducted to correct an Excess Contribution shall be distributed to the Participant or recharacterized as After-Tax Employee Contributions in accordance with Section 15.5(e)(iv).

(c) **Correction of Excess Aggregate Contribution.** An Excess Aggregate Contribution, plus any attributable income or loss, shall be deducted from the Company Matching Contributions in the Participant's Savings Account or Retiree Health Account, After-Tax Employee Contributions Account, and from Before-Tax Employee Contributions in the Participant's Savings Account or Retiree Health Account to the extent that Before-Tax Employee Contributions are treated as Company Matching Contributions.

(i) **Definition.** "Excess Aggregate Contribution" means the ACP Contributions of Highly Compensated Employees that cause the ACP to exceed the ACP Limit.

(ii) **Method.** Correction of the Excess Aggregate Contribution first shall be made by deducting the Participant's After-Tax Employee Contributions. If further deduction is necessary, it shall be applied proportionately to the Participant's Company Matching Contributions and Before-Tax Employee Contributions treated as Company Matching Contributions in determining the Participant's Contribution Percentage for the Plan Year.

After-Tax Employee Contributions and Before-Tax Employee Contributions deducted to correct an Excess Aggregate Contribution shall be distributed to the Participant. Company Matching Contributions deducted to correct an Excess Aggregate Contribution shall be multiplied by the Participant's vested portion to determine the vested amount. The vested amount shall be distributed, and the nonvested portion shall be treated as a forfeiture as of the date of deduction.

(d) **Prevention of Excess Deferrals, Excess Contributions, and Excess Aggregate Contributions.** If the Administrator determines that the Elective Deferral Limit, ADP Limit, or

ACP Limit may be exceeded, the Administrator may reduce or suspend Before-Tax Employee Contributions, Roth Contributions, After-Tax Employee Contributions or Company Matching Contributions for individual Employees as necessary.

15.5 Additional 401(k) and 401(m) Rules.

The following additional rules apply to the contributions subject to the Elective Deferral, ADP and ACP Limits:

(a) **Deadline for Inclusion in Tests.** To be included for testing compliance with the ADP Limit or the ACP Limit for a Plan Year, contributions must be allocated to the Participant's accounts as of a date during the Plan Year and must be paid to the trust by the end of the 12-month period following the end of the Plan Year within which the contribution is to be allocated. Company Contributions must be made no later than the date specified under Regulations Section 1.415-6(b)(7)(ii) to be included as Annual Additions for a Limitation Year.

(b) **Plan Aggregation Rules.**

(i) **HCE Required Aggregation.** Unless prohibited by the Regulations, if the same Highly Compensated Employee is eligible to participate in two or more plans of the Company or a Related Employer, the plans shall be treated as a single plan for determining the Highly Compensated Employee's Deferral Percentage and Contribution Percentage. If the plans have different plan years, the Deferral Percentage and Contribution Percentage shall be determined by aggregating the compensation and applicable contributions for the Highly Compensated Employee made within the plan year of the plan being tested.

(ii) **Required Aggregation.** If this plan and any other qualified retirement plan of the Company or a Related Employer are required to be treated as a single plan for compliance with Code Section 410(b) (other than Code Section 410(b)(2)(A)(ii)), compliance with the ADP and ACP Limits shall be determined as if the plans were a single plan.

(iii) **Permissive Aggregation.** If this plan and any other qualified retirement plan of the Company or a Related Employer are treated as a single plan when permitted but not required by Code Section 410(b) and Regulations, the aggregated plans must comply with the ADP and ACP Limits and must also meet the requirements of Code Sections 401(a)(4) and 410(b) as if the plans were a single plan. Plans may be aggregated permissively only if they have the same plan year and use the same testing method to determine compliance with the ADP and ACP Limits.

(iv) **Prohibited Aggregation.** Plans that may be aggregated under Code Section 410(b) but are not actually aggregated for a Plan Year for purposes of Code Section 410(b) (other than Code Section 410(b)(2)(A)(ii)) may not be aggregated for purposes of compliance with the ADP and ACP Limits.

(v) **Disaggregation.** If this plan is treated as being comprised of two or more separate plans under Regulations Section 1.410(b)-7(c), each separate plan must comply with Code Sections 410(b) and 401(a)(4) other than to determine compliance with the ADP and ACP Limits if the separate plans are permitted to be aggregated for that purpose under Regulations Section 1.401(k) - 1(b)(4)(v) and 1.401(m) - 1(b)(4)(v). If this plan is disaggregated into separate plans

that are not combined for purposes of determining compliance with the ADP and ACP Limits, a different testing method may apply to each separate plan.

(vi) **Permissive Disaggregation of Otherwise Excludable Employees.** If Code Section 410(b) is applied separately to Participants who have satisfied the minimum age and service requirements of Code Section 410(a)(1)(A) for a Plan Year, compliance with the ADP and ACP Limits shall be determined separately for all eligible Participants who have completed the minimum age and service requirements of Code Section 410(a)(1)(A) and for all eligible Participants who have not completed the minimum age and service requirements of Code Section 410(a)(1)(A) unless the Company has elected to disregard the Deferral Percentages and Contribution Percentages of all non-Highly Compensated Employees who have not met such minimum age and service requirements in determining the ADP and ACP for that Plan Year.

(c) **Testing Methods.** The ADP and ACP Limits shall be determined utilizing the current year testing method.

(d) **Plan Coverage Changes.** If the ADP Limit or ACP Limit is determined under the prior year testing method and a plan coverage change occurs during a Plan Year, then the ADP and ACP for all Participants who were not Highly Compensated Employees for the preceding Plan Year is the weighted average of the ADPs and ACPs for all subgroups in the preceding Plan Year.

(i) **Definition.** A plan coverage change means a change in the group or groups of eligible Employees under this plan on account of (A) the establishment or amendment of a plan, (B) a merger or spinoff under Code Section 414(l), (C) a change in the way plans, within the meaning of Regulations Section 1.410(b) - 7(b), are permissively aggregated or mandatorily disaggregated, (D) a reclassification of a substantial group of employees that has the same effect as amending the plan, or (E) a combination of any of the above.

(ii) **Subgroup.** A subgroup means all non-Highly Compensated Employees who were Participants in the preceding Plan Year plus those Employees who would have been eligible to participate had the plan coverage change occurred in the preceding Plan Year.

(iii) **Weighted Average.** The weighted average of the ADPs and ACPs is the sum of the adjusted ADPs and ACPs for all subgroups in the preceding Plan Year. The adjusted ADP or ACP for a subgroup is the non-Highly Compensated Employee's ADP or ACP for the preceding Plan Year multiplied by a fraction. The numerator of the fraction is the number of non-Highly Compensated Employees in the subgroup and the denominator is the total number of non-Highly Compensated Employees in all subgroups.

(iv) **Optional Rule for Minor Plan Coverage Changes.** If a plan coverage change occurs, and at least 90% of the total number of non-Highly Compensated Employees in all subgroups are from a single subgroup, then the Company may elect to use the non-Highly Compensated Employee's ADP and ACP for the preceding Plan Year instead of the weighted average.

(e) **Correction of Excess Contributions and Excess Aggregate Contributions.**

(i) **Determination of Amount.** The amount of Excess Contributions and Excess Aggregate Contributions shall be determined by reducing the Deferral Percentages or Contribution Percentages of Highly Compensated Employees, beginning with those at the highest Deferral Percentage or Contribution Percentage, to the next lower Deferral Percentage or Contribution Percentage level for Highly Compensated Employees or, if greater, a percentage that results in compliance with the ADP Limit or ACP Limit. If further reduction is required to satisfy the ADP Limit or ACP Limit, the amount of correction shall be determined by continuing the process until the ADP Limit or ACP Limit is not exceeded. The amount by which the Deferral Percentage or Contribution Percentage is reduced for each affected Highly Compensated Employee shall be expressed as a dollar amount and combined to determine the total amount of Excess Contributions and Excess Aggregate Contributions for the Plan Year.

(ii) **Order of Correction.** Excess Contributions and Excess Aggregate Contributions shall be corrected by allocating the excess amounts determined under (i) above to the Highly Compensated Employees on the basis of the amount of ADP or ACP Contributions taken into account in determining the Deferral Percentages or Contribution Percentages of the Highly Compensated Employees for the Plan Year. The ADP or ACP Contributions of the Highly Compensated Employee with the highest dollar amount of ADP or ACP Contributions shall be reduced until the amount of the Highly Compensated Employee's ADP or ACP Contributions equals the ADP or ACP Contributions of the Highly Compensated Employee with the next highest dollar amount of ADP or ACP Contributions or, if greater, until the total amount of the excess has been allocated. The process shall be continued until the total Excess Contributions or Excess Aggregate Contributions have been allocated. The amount by which the ADP or ACP Contributions are reduced shall be deducted from each affected Highly Compensated Employee as specified in Section 15.4. After the deductions have been made, the ADP Limit or ACP Limit is treated as being satisfied regardless of whether the ADP Limit or ACP Limit is actually satisfied, if recalculated.

(iii) **Multiple Plans Limit.** For purposes of determining which Highly Compensated Employees are allocated a share of the Excess Contributions or Excess Aggregate Contributions under (ii) above, the amount of ADP or ACP Contributions for a Highly Compensated Employee participating in more than one plan of the Company or a Related Employer is determined by aggregating all of the Highly Compensated Employee's contributions in accordance with (b)(i) above. However, the amount of Excess Contributions or Excess Aggregate Contributions apportioned to the Highly Compensated Employee may not exceed the amount of ADP or ACP Contributions actually contributed to this plan for the Plan Year.

(iv) **Recharacterization.** The Administrator may direct that all or a portion of the Excess Contributions allocated to each Highly Compensated Employee be treated and reported as an amount distributed to the Participant and then contributed to this plan as an After-Tax Employee Contribution. Amounts may not be recharacterized as an After-Tax Employee Contribution to the extent that such amounts, in combination with other After-Tax Employee Contributions made by the Participant, would exceed the limits specified in Section 4.2(d). Recharacterization must occur no later than two and one-half months following the end of the Plan Year to which such Excess Contributions relate, and will be deemed to occur no earlier than the date the last Highly Compensated Employee is informed of the amount recharacterized and the consequences of the recharacterization. Recharacterized amounts will continue to be treated as a

Company Contribution for the purposes specified in Regulations Section 1.401(k)-2(b)(3)(iii)(C), but will be subject to the distribution provisions applicable to After-Tax Employee Contributions.

To the extent not recharacterized under the preceding paragraph, Excess Contributions allocated to each Highly Compensated Employee shall be distributed to the Highly Compensated Employee.

(f) **Attributable Income or Loss.** Any distribution from a Participant's account to correct or in conjunction with correction of an Excess Deferral, Excess Contribution, or Excess Aggregate Contribution shall include the attributable income or loss as determined in accordance with Section 5.4 for the applicable period. The applicable period for an Excess Deferral is the calendar year. The applicable period for an Excess Contribution or Excess Aggregate Contribution is the Plan Year.

(g) **Ordering of Excess Amounts.** Excess Deferrals shall be determined and corrected before Excess Contributions, and Excess Contributions shall be determined and corrected before Excess Aggregate Contributions.

(h) **Allocation of Correction Among Multiple Plans.** If the Company maintains another plan that must be aggregated with this plan for testing compliance with the ADP or ACP Limits, the Company shall specify the plan from which corrections are to be made.

(i) **Deadline for Correction.** To correct an Excess Contribution or Excess Aggregate Contribution, a distribution or forfeiture shall be made not later than the last day of the Plan Year after the Plan Year for which the excess was contributed.

(j) **Taxation of Distribution.**

(i) **Excess Deferral.** The Excess Deferral is included in the Participant's income for the calendar year for which contributed. The attributable income or loss is included for the calendar year of distribution.

(ii) **Excess Contributions/Excess Aggregate Contributions.** An amount recharacterized or distributed to correct an Excess Contribution or Excess Aggregate Contribution shall be included in the Participant's income for the calendar year in which it is distributed.

(k) **Consent.** A distribution to correct an Excess Deferral, Excess Contribution, or Excess Aggregate Contribution may be made without regard to the notice and consent requirements of Article 7 and Code Sections 411(a)(11) and 417.

(l) **Penalties.** Distribution of an Excess Deferral, an Excess Contribution, or an Excess Aggregate Contribution does not subject the Participant to the 10% penalty on an early withdrawal under Code Section 72(t). The Company shall be liable for a 10% excise tax under Code Section 4979 on the Excess Contributions or Excess Aggregate Contributions distributed or forfeited after the two-and-one-half-month period following the end of the Plan Year for which they were contributed.

(m) **Calendar Year/Taxable Year.** The term calendar year with reference to an individual means the taxable year for any individual whose taxable year is not the calendar year.

The Employer has executed this instrument this 10th day of March, 2023.

BORGWARNER INC.

By: 

Title: Executive VP and CHRO

SUPPLEMENT I

COMPANY RETIREMENT CONTRIBUTIONS

The Company Retirement Contributions for each payroll period for each eligible Participant shall be determined in accordance with this Supplement; provided, however, that the amount of the Company Retirement Contribution determined below for each eligible Participant shall be reduced by the amount of the Safe Harbor Company Retirement Contribution, if any, made on behalf of the Participant under Section 4.1(b) of the plan. For purposes of calculating Company Retirement Contributions, “Year of Service” shall have the meaning set forth in Section 2.10 of this plan, except as otherwise provided in Section 3 of this Supplement.

1. Salaried and Livonia Employees. The regular Company Retirement Contribution for each payroll period for each eligible Participant who either is compensated on a salaried basis or employed at the Livonia, Michigan plant shall be the amount determined under the table below. The total Company Retirement Contribution for any Participant who is a highly compensated employee (as defined in Section 2.4) for a Plan Year shall not exceed 9% of the adjusted Annual Compensation Limit for such Plan Year.

<u>Years of Service</u>	Company Retirement Contribution % of Compensation Under Social Security <u>Wage Base</u>	Company Retirement Contribution % of Compensation Over Social Security <u>Wage Base</u>
Less than or equal to ten (10)	4%	8%
Great than ten (10), but less than or equal to twenty (20)	5%	10%
Greater than twenty (20)	6%	11.5%

2. Hourly Employees. The Company Retirement Contribution for each payroll period for each eligible Participant who is not (i) compensated on a salaried basis, (ii) an Ithaca Plant Hourly Employee, or (iii) employed at the Livonia, Michigan plant shall be the amount determined under (a) and (b) below.

(a) **Regular Contributions.** The regular Company Retirement Contribution for each payroll period for each eligible Participant shall be determined under the table below.

<u>Years of Service</u>	<u>Company Retirement Contribution % of Compensation Under Social Security Wage Base</u>	<u>Company Retirement Contribution % of Compensation Over Social Security Wage Base</u>
Less than or equal to ten (10)	3%	6%
Great than ten (10), but less than or equal to twenty (20)	4%	8%
Greater than twenty (20)	5%	10%

(b) **Additional Contributions.** The Company shall make an additional Company Retirement Contribution each payroll period on behalf of each eligible Participant who is compensated on an hourly basis and employed at the Bellwood, Illinois, Frankfort, Illinois or Water Valley, Mississippi plant in accordance with (i) or (ii) below.

(i) **Bellwood or Frankfort.** The Company shall make an additional Company Retirement Contribution each payroll period on behalf of each eligible Participant who (A) had credited service in the Transmission & Engine Components Bellwood Plant Employees' Pension Plan frozen as of March 31, 1989 or the Transmission & Engine Components Frankfort Plant Employees' Pension Plan frozen as of March 31, 1989, (B) had attained age fifty (50) as of December 31, 1989 or had twenty (20) more Years of Service (but not both) as of December 31, 1989, and (C) was eligible to receive a Company Retirement Contribution under Section 4.1(a) as of April 1, 1989. The additional Company Retirement Contribution shall be determined under the table below.

<u>Attained Age or Service as of December 31, 1989</u>	<u>Additional Company Retirement Contribution % of Participating Compensation</u>
Age fifty (50) or twenty (20) or more Years of Service (but not both)	1%
At least age fifty (50) and twenty (20) or more Years of Service	2%

(ii) **Water Valley.** The Company shall make an additional Company Retirement Contribution each payroll period on behalf of each eligible Participant who (1) was a Coltec Employee on June 16, 1996, and (2) became an Employee of the Company on June 17, 1996 and has been continuously employed by the Company thereafter. The additional Company Retirement Contribution shall be determined under the table below.

Attained Age as of <u>June 17, 1996</u>	Additional Company Retirement Contribution % of <u>Participating Compensation</u>
At least age fifty (50) but less than age fifty-five (55)	1%
Greater than or equal to age fifty-five	2%

3. Prior Employer Service Credit For Former Coltec Employees. For purposes of calculating Company Retirement Contributions only, an Employee who was employed by Coltec Industries Inc. on June 16, 1996, shall be credited with service with Coltec Industries Inc. if the Employee (A) is compensated on a salaried basis or (B) is compensated on an hourly basis at the Longview, Texas plant.

4. Ithaca Plant Hourly Employees. The regular Company Retirement Contribution for each payroll period for an Ithaca Plant Hourly Employee shall be equal to a specified amount set under the Collective Bargaining Agreement for each Straight-Time Hour Worked by each eligible Participant during the payroll period. “Straight-Time Hour Worked” means each Hour of Service for which the Participant receives Compensation for services performed for the Company (but not Compensation that is unrelated to hours including, but not limited to, shift premiums, bonuses, and group leader/project leader pay). For Plan Years beginning January 1, 2013, the table below shows the amount that shall be contributed for each Straight-Time Hour Worked pursuant to the Collective Bargaining Agreement.

<u>Years of Service</u>	<u>2013 Plan Year</u>	<u>2014 Plan Year</u>	<u>2015 Plan Year</u>	<u>2016 Plan Year</u>	<u>2017 Plan Year</u>	<u>2018 Plan Year</u>	<u>2019 Plan Year</u>	<u>2020 Plan Year</u>
<10 Years	\$.55	\$.55	\$.57	\$.59	\$.59	\$.61	\$.61	\$.63
10-19 Years	\$.77	\$.77	\$.79	\$.81	\$.81	\$.83	\$.83	\$.85
20+ Years	\$.96	\$.96	\$.98	\$1.00	\$1.00	\$1.02	\$1.02	\$1.04

SUPPLEMENT II

BORGWARNER INC. STOCK FUND RESTRICTIONS

The following restrictions apply to Participants whose trading in the BorgWarner Inc. Stock Fund (the “BW Fund”) is determined by the Company to be subject to Rule 16b-3 under Section 16(b) of the Securities and Exchange Act of 1934. Such Participants are referred to below as “Executive Officers.”

- I. **Contribution Changes**: An Executive Officer may change the contribution rate and/or allocation level into the BW Fund without restriction, including a reduction to 0%. Notwithstanding the preceding sentence, effective at 1:00 p.m. Eastern Time, September 7, 2022, an Executive Officer shall not be permitted to direct that any future plan contributions be deposited into the BW Fund.
- II. **Transfers Into the BW Fund**: If an Executive Officer has not made an election to transfer funds out of the BW Fund in the last six (6) months, the Executive Officer may make an election to transfer funds into the BW Fund. Otherwise, no transfer of funds into the BW Fund can be made until the expiration of the six (6) month period. Notwithstanding the two preceding sentences, effective at 1:00 p.m. Eastern Time, September 7, 2022, an Executive Officer shall not be permitted to transfer funds into the BW Fund.
- III. **Transfer Out of the BW Fund**: Effective at 1:00 p.m. Eastern Time, September 7, 2022, Executive Officers shall retain the ability to elect to transfer out of the BW Fund and into other investment options under the Plan, subject to the restrictions set forth in this paragraph III. If an Executive Officer has not made an election to transfer funds into the BW Fund in the last six (6) months, the Executive Officer may make an election to transfer funds out of the BW Fund. Otherwise, no transfer of funds out of the BW Fund can be made until the expiration of the six (6) month period.
- IV. **Distributions**: If an Executive Officer has funds invested in the BW Fund, the Executive Officer may request a loan/withdrawal from the plan, provided six (6) months have expired from the Executive Officer’s last election to transfer funds into the BW Fund.
- V. **Approval**: An Executive Officer must obtain Company approval prior to any transfer or distribution described above.
- VI. **Procedures**: The Company shall maintain such procedures as are necessary or appropriate to enforce these restrictions.
- VII. **Elimination of BW Fund**: Effective as of the Company Stock Elimination Date, the Independent Fiduciary has the sole discretion with respect to the disposition of the BW Fund.

SUPPLEMENT III

PLAN PARTICIPATION HISTORY

This Supplement contains two tables. The first summarizes the history of participation in the plan by locations with active Employees as of the Effective Date and the second summarizes the history of participation in the plan by locations that no longer have active Employees. These tables are for informational purposes only and are not intended to be exhaustive. Below is a list of abbreviations the tables use to refer to other defined contribution plans in which Employees previously participated.

1. **“Air/Fluid Plan”** means the plan described under ERSP from 1996 – 2003.
2. **“Akasol Plan”** means the assets and liabilities of Akasol, Inc. employees held in the multiple employer plan known as the TriNet 401(k) Plan that were transferred to the RSP on or after May 1, 2022.
3. **“Blytheville Plan”** means the Borg-Warner Retirement Savings Plan, Blytheville Plant originally effective July 1, 1989. The plan merged into the Air/Fluid Plan effective June 17, 1996.
4. **“Coldwater Plan”** means the BorgWarner Transmission Systems Inc., Coldwater Plant Retirement Savings Plan originally effective January 1, 1995. The plan merged into the Turbo Plan effective December 31, 2001.
5. **“Cooling Plan”** means the Borg-Warner Automotive Cooling Systems Retirement Savings Plan originally effective October 1, 1999. The plan was renamed the BorgWarner Cooling Systems Inc. Retirement Savings Plan in 2000, and merged into the ERSP effective December 1, 2003.
6. **“Delphi Savings Plan”** means the Delphi Technologies Salaried Retirement Savings Program. The plan merged into the RSP as of 11:59 pm on December 31, 2020.
7. **“Dixon Plan”** means the plan described under ERSP from 1989 – 1996.
8. **“Eaton Plan”** means the Eaton Corporation Share Purchase and Investment Plan. Effective October 1, 1999, certain assets and liabilities of hourly employees in this plan were transferred to the Cooling Plan and certain assets and liabilities of the salaried employees in this plan were transferred to the RSP.
9. **“ERSP”** means the BorgWarner Inc. Employees Retirement Savings Plan. The plan was established as the Borg-Warner Retirement Savings Plan, Dixon Plant, originally effective July 1, 1989 (“Dixon Plan”). It merged with the Blytheville Plan and was renamed the Borg-Warner Automotive Air/Fluid Systems Corporation Retirement Savings Plan effective June 17, 1996 through January 17, 2000, when the plan was renamed the BorgWarner Air/Fluid Systems Inc. Retirement Savings Plan (“Air/Fluid Plan”). Several other plans merged into the plan and it was renamed the ERSP effective December 1, 2003. The ERSP merged with the RSP effective January 1, 2009.

10. “**Ithaca Hourly RSP**” means the BorgWarner MorseTEC Inc., Ithaca Plant Retirement Savings Plan originally effective as of October 1, 1988. The plan merged into the RSP effective January 1, 2013.
11. “**Local 287 Plan**” means the BorgWarner Diversified Transmission Products Inc., Muncie Plant Local 287 Retirement Investment Plan originally effective January 1, 1987. The plan merged into the RSP effective January 1, 2011.
12. “**Medallion Plan**” means the Borg-Warner Automotive Medallion Retirement Savings Plan originally effective September 1, 1999. The portions of the Schwitzer Hourly Plan applicable to the Spring Lake and Rothbury, Michigan Plant employees were merged into the plan effective October 1, 1999. The plan merged into the ERSP effective December 1, 2003.
13. “**Muncie RSP**” means the BorgWarner Diversified Transmission Products Inc., Muncie Plant Retirement Savings Plan originally effective January 2, 1991. The plan merged into the RSP effective January 1, 2011.
14. “**Remy Savings Plan**” means the Remy International, Inc. 401(k) Retirement and Savings Plan. The Plan merged into the RSP as of 11:59 pm on December 31, 2016.
15. “**Rhombus Plan**” means the assets and liabilities of Rhombus Energy Solutions, Inc. employees held in the multiple employer plan known as the Oasis Retirement Savings Plan that were transferred to the RSP on or after January 1, 2023.
16. “**Romulus Plan**” means the plan described under Turbo Plan from 1995 - 1999.
17. “**RSP**” means the BorgWarner Retirement Savings Plan originally effective January 27, 1993.
18. “**Schwitzer Hourly Plan**” means the Schwitzer Group Tax Reduction Investment Plan for Non-Union Hourly Employees. The portion of the plan applicable to the Gainesville, GA; Asheville, North Carolina; and Cadillac, Michigan Plants merged with the Romulus Plan and became the Turbo Plan effective October 1, 1999. The portion of the plan applicable to the Spring Lake and Rothbury, Michigan Plants merged into the Air/Fluid Plan effective October 1, 1999. The portion of the plan applicable to the Charlotte, NC Plant merged into the Air/Fluid Plan effective October 1, 1999.
19. “**Schwitzer Salaried Plan**” means the Schwitzer Group Tax Reduction Investment Plan for Salaried Employees. The plan merged into the RSP effective October 1, 1999.
20. “**TorqTransfer Plan**” means the Borg-Warner Automotive Powertrain Systems Corporation, Seneca Plan Retirement Savings Plan originally effective April 1, 1996. The plan was renamed the Borg-Warner Automotive Powertrain Systems Corporation Retirement Savings Plan effective January 1, 1997. In 2001, it was renamed the BorgWarner TorqTransfer Systems Inc. Retirement Savings Plan. The plan merged into the ERSP effective December 1, 2003.

21. **“Turbo Plan”** means the BorgWarner Turbo Systems Inc. Retirement Savings Plan. The plan was established as the Borg-Warner Automotive Automatic Transmission Systems Corporation, Romulus Plant Retirement Savings Plan originally effective April 27, 1995 (“Romulus Plan”). The portion of the Schwitzer Hourly Plan applicable to the Gainesville, GA; Asheville, North Carolina; and Cadillac, Michigan Plants merged into the Romulus Plan effective October 1, 1999. The surviving plan was named the Borg-Warner Automotive Turbo Systems Corporation Retirement Savings Plan, and it was later renamed the BorgWarner Turbo Systems Inc. Retirement Savings Plan effective May 22, 2000. The plan merged into the ERSP effective December 1, 2003.

OPEN LOCATIONS AS OF JANUARY 1, 2022

Location	Date of RSP Participation	Last Applicable Appendix	Sponsoring Employer Name (Including Prior Names and Entities)	Prior Plan(s) & Date(s) Location Employees Had Assets in Plan(s)
All U.S. locations	5/1/2022	None	Akasol, Inc.	TriNet 401(k) Plan (12/1/2018 - 4/30/2022)
All U.S. locations	<u>1/1/2023</u>	None	Rhombus Energy Solutions, Inc.	Oasis Retirement Savings Plan (multiple employer plan sponsored by PEO)
All U.S. locations	1/1/2021	None	Delphi Technologies Services, LLC	Delphi Savings Plan (12/1/2017 - 12/31/2020)

Location	Date of RSP Participation	Last Applicable Appendix	Sponsoring Employer Name (Including Prior Names and Entities)	Prior Plan(s) & Date(s) Location Employees Had Assets in Plan(s)
ASHEVILLE, NC	<u>Hourly:</u> 1/1/2009 <u>Salaried:</u> 10/1/1999	Hourly: Appendix F-1 to the RSP effective 1/1/2009 Salaried: Appendix D to the RSP effective 1/1/2009	(1) BorgWarner Turbo Systems LLC (formerly known as BorgWarner Turbo Systems Inc.) (1/17/2000 – Present) (2) Borg-Warner Automotive Turbo Systems Corporation (3/2/1999 – 1/16/2000) (3) Schwitzer U.S. Inc. a wholly owned indirect subsidiary of Kuhlman Corporation (before 3/1/1999)	<u>Hourly:</u> (1) ERSP (12/01/2003 – 12/31/2008) (2) Turbo Plan (first payroll period ending in 09/1999 - 12/01/2003) (3) Schwitzer Hourly Plan (before first payroll period ending in 09/1999) <u>Salaried:</u> Schwitzer Salaried Plan (before 9/1/1999)
AUBURN HILLS, MI (1) World Headquarters (2) Powertrain Technical Center	This group has always been covered	None	BorgWarner, Inc., which was Borg-Warner Automotive Inc. until 2/3/2000	
BELLWOOD, IL	This group has always been covered	Appendix A to the RSP effective 1/1/2009	(1) BorgWarner Transmission Systems LLC (formerly known as BorgWarner Transmission Systems Inc.) (2) Borg-Warner Automotive Automatic Transmission Systems Corporation (before 1/17/2000)	

Location	Date of RSP Participation	Last Applicable Appendix	Sponsoring Employer Name (Including Prior Names and Entities)	Prior Plan(s) & Date(s) Location Employees Had Assets in Plan(s)
CADILLAC, MI	<u>Hourly:</u> 1/1/2009 <u>Salaried:</u> 9/1/1999	<u>Hourly:</u> Appendix F-2 to the RSP effective 1/1/2009 <u>Salaried:</u> Appendix D to the RSP effective 1/1/2009	(1) BorgWarner Thermal Systems Inc. (8/22/2003 – Present) (2) BorgWarner Cooling Systems Inc. (3/8/2000 – 8/21/2003) (3) Borg-Warner Automotive Turbo Systems Corporation (9/1/1999 – 3/07/2000) (4) Schwitzer U.S. Inc. a wholly owned indirect subsidiary of Kuhlman Corporation (before 9/1/1999)	<u>Hourly:</u> (1) ERSP (12/1/2003 – 12/31/2008) (2) Cooling Plan (3/8/2000 – 12/1/2003) (3) Turbo Plan (3/1/1999 – 3/7/2000, when Cadillac hourly employees were transferred to the Cooling Plan) (4) Schwitzer Hourly Plan (until 10/1/1999) <u>Salaried:</u> Schwitzer Salaried Plan (until 9/1/1999)
DIXON, IL	<u>Hourly:</u> 1/1/2009 <u>Salaried:</u> This group has always been covered	Appendix I-1 to the RSP effective 1/1/2009	BorgWarner Dixon LLC, which was previously: (1) BorgWarner Air/Fluid Systems Inc. (1/18/2000-11/30/2021) (2) Borg-Warner Automotive Air/Fluid Systems Corporation (5/21/1996-1/17/2000) (3) Borg-Warner Automotive Control Systems Corporation (12/9/1994 - 5/20/1996) BorgWarner Automotive Electronic & Mechanical Systems Corporation (before 12/9/1994)	(1) ERSP (12/1/2003 - 12/31/2008) (2) Air/Fluid Plan (6/17/1996 - 12/1/2003) (3) Dixon Plan (1/1/1989 - 6/16/1996)

Location	Date of RSP Participation	Last Applicable Appendix	Sponsoring Employer Name (Including Prior Names and Entities)	Prior Plan(s) & Date(s) Location Employees Had Assets in Plan(s)
FLETCHER, NC	<u>Hourly:</u> 1/1/2009 <u>Salaried:</u> 6/17/1996	<u>Hourly:</u> Appendix F-1 to the RSP effective 1/1/2009 <u>Salaried:</u> Appendix E to the RSP document effective 1/1/2009	(1) BorgWarner Thermal Systems Inc. (8/22/2003 – present) (2) BorgWarner Cooling Systems Inc. (1/17/2000 – 8/21/2003) (3) Borg-Warner Automotive Cooling Systems Corporation (before 1/17/2000) (4) Eaton Corporation (its former employees employed by (3) on 10/1/1999 received credit for service with Eaton Corporation)	<u>Hourly:</u> (1) ERSP (12/1/2003 – 12/31/2008) (2) Cooling Plan (10/1/1999 – 12/1/2003) (3) Eaton Plan (until 9/30/1999) <u>Salaried:</u> Eaton Plan, only with respect to former Eaton Corporation employees (until 9/30/1999)
FRANKFORT, IL	This group has always been covered	Appendix B to the RSP effective 1/1/2009	(1) BorgWarner Transmission Systems LLC (formerly known as BorgWarner Transmission Systems Inc.) (2) Borg-Warner Automotive Automatic Transmission Systems Corporation (before 1/17/2000)	
ITHACA, NY	<u>Hourly</u> 1/1/2013 <u>Salaried</u> This group has always been covered	None	BorgWarner MorseTEC LLC (formerly known as BorgWarner MorseTEC Inc.)	<u>Hourly</u> Ithaca Hourly RSP (10/1/1988 – 12/31/2012)
LIVONIA, MI	This group has always been covered	None		

Location	Date of RSP Participation	Last Applicable Appendix	Sponsoring Employer Name (Including Prior Names and Entities)	Prior Plan(s) & Date(s) Location Employees Had Assets in Plan(s)
LOMBARDI, IL	This group has always been covered	None	(1) BorgWarner Transmission Systems LLC (formerly known as BorgWarner Transmission Systems Inc.) (2) Borg-Warner Automotive Automatic Transmission Systems Corporation (before 1/17/2000)	
MARSHALL, MI	This group has always been covered	None	(1) BorgWarner Thermal Systems Inc. (8/22/2003 – present) (2) BorgWarner Cooling Systems Inc. (1/17/2000 – 8/21/2003) (3) Borg-Warner Automotive Cooling Systems Corporation (before 1/17/2000) (4) Eaton Corporation (its former employees employed by (3) on 10/1/1999 received credit for service with Eaton Corporation)	<u>Hourly:</u> (1) ERSP (12/1/2003 – 12/31/2008) (2) Cooling Plan (10/1/1999 – 12/1/2003) (3) Eaton Plan (until 9/30/1999) <u>Salaried:</u> Eaton Plan, only with respect to former Eaton Corporation employees (until 9/30/1999)
PENDLETON, IN	1/1/2017	None	Remy International, Inc.	Remy Savings Plan (1/1/1994-12/31/2016)
SENECA, SC	<u>Hourly:</u> 1/1/2009 <u>Salaried:</u> This group has always been covered	Appendix H-1 to the RSP effective 1/1/2009	BorgWarner TorqTransfer Systems, was Borg-Warner Automotive Powertrain Systems Corporation until 2001 (1/1/1996 – Present)	(1) ERSP (12/1/2003 – 12/31/2008) (2) TorqTransfer Plan (4/1/1996 - 11/30/2003)

CLOSED LOCATIONS AS OF JANUARY 1, 2022

Location & Date of RSP Participation	Date Active Participation Ceased	Last Applicable Appendix	Sponsoring Employer Name (Including Prior Names and Entities)	Prior Plan(s) & Date(s) Location Employees Had Assets in Plan(s)
BLYTHEVILLE, AR <u>Hourly:</u> 1/1/2009	12/31/2000 (before RSP participation began)	Appendix D-2 to the ERSP effective 1/1/2008	BorgWarner Air/Fluid Systems Inc., which was previously: (1) Borg-Warner Automotive Air/Fluid Systems Corporation (5/21/1996 – 1/17/2000) (2) Borg-Warner Automotive Control Systems Corporation (12/9/1994 - 5/20/1996) (3) BorgWarner Automotive Electronic & Mechanical Systems Corporation (before 12/9/1994)	<u>Hourly:</u> (1) ERSP (12/1/2003 – 12/31/2008) (2) Air/Fluid Systems Plan (1/17/1996 – 11/30/2003) (3) Blytheville Plan (1/1/1989 – 1/16/1996)
CARY, NC <u>Hourly:</u> 1/1/2009	12/31/2000 (before RSP participation began)	Appendix C-3 to the ERSP effective 1/1/2008	(1) Borg-Warner Automotive Powertrain Systems Corporation (1/1/1998 – 12/31/2000) (2) Borg-Warner Automotive Air/Fluid Systems Corporation (5/21/1996 – 12/31/1997) which was: (a) Borg-Warner Automotive Control Systems Corporation (12/9/1994 - 5/20/1996) (b) BorgWarner Automotive Electronic & Mechanical Systems Corporation (before 12/9/1994)	(1) ERSP (12/1/2003 - 12/31/2008) (2) TorqTransfer Plan (1/1/1998 – 11/30/2003) (3) Air/Fluid Plan (6/17/1996 – 12/31/1997) (4) Dixon Plan (1/1/1992 – 6/16/1996)

Location & Date of RSP Participation	Date Active Participation Ceased	Last Applicable Appendix	Sponsoring Employer Name (Including Prior Names and Entities)	Prior Plan(s) & Date(s) Location Employees Had Assets in Plan(s)
CHARLOTTE, NC <u>Hourly:</u> 1/1/2009	2001 (before RSP participation began)	Appendix D-4 to the ERSP effective 1/1/2008	(1) BorgWarner Fuel Systems Inc., which was Borg-Warner Automotive Fuel Systems Corporation until 1/17/2000 (9/1/1999 – 2001) (2) Schwitzer U.S. Inc. a wholly owned indirect subsidiary of Kuhlman Corporation (before 9/1/1999)	(1) ERSP (12/1/2003 – 12/31/2008) (2) Air/Fluid Plan (10/1/1999 -11/30/2003) (3) Schwitzer Hourly Plan (before 10/1/1999)
COLDWATER, MI <u>Hourly:</u> 1/1/2009	2001 (before RSP participation began)	Appendix B-2 to the ERSP effective 1/1/2008	(1) BorgWarner Transmission Systems LLC (formerly known as BorgWarner Transmission Systems Inc.) (1/17/2000 – 2001) (2) Borg-Warner Automotive Automatic Transmission Systems Corporation (before 1/17/2000)	<u>Hourly:</u> (1) ERSP (12/1/2003 – 12/31/2008) (2) Turbo Plan (12/31/2001 – 12/1/2003) (3) Coldwater Plan (1/1/1995 - 12/31/2001)
GAINESVILLE, GA <u>Hourly:</u> 1/1/2009	Before RSP participation began	Appendix A-3 to the ERSP effective 1/1/2008	(1) BorgWarner Cooling Systems Inc. (3/8/2000 – closing of location) (2) Borg-Warner Automotive Turbo Systems Corporation (9/1/1999 – 3/07/2000), (3) Schwitzer U.S. Inc. a wholly owned indirect subsidiary of Kuhlman Corporation (before 9/1/1999)	<u>Hourly:</u> (1) ERSP (12/1/2003 – 12/31/2008) (2) Cooling Plan (3/8/2000 – 11/30/2003) (3) Turbo Plan (10/1/1999 – 3/7/2000) (4) Schwitzer Hourly Plan (before 10/1/1999)
GALLIPOLIS, OH 10/7/1999	1999 (before RSP participation began)	Appendix D to the RSP effective 1/1/2008	Borg-Warner Automotive Automatic Transmission Systems Corporation (until location sold in 1999)	The Romulus Plan (before 10/7/1999)

Location & Date of RSP Participation	Date Active Participation Ceased	Last Applicable Appendix	Sponsoring Employer Name (Including Prior Names and Entities)	Prior Plan(s) & Date(s) Location Employees Had Assets in Plan(s)
GRAND RAPIDS, MI <u>Hourly:</u> 1/1/2009	2001 (before RSP participation began)	Appendix D-5 to the ERSP effective 1/1/2008	(1) BorgWarner Fuel Systems Inc., which was Borg-Warner Automotive Fuel Systems Corporation until 1/17/2000 (9/1/1999 – 2001) (2) Schwitzer U.S. Inc. a wholly owned indirect subsidiary of Kuhlman Corporation (before 9/1/1999)	(1) ERSP (12/1/2003 – 12/31/2008) (2) Air/Fluid Plan (1/1/2000 - 12/1/2003)
LONGVIEW, TX	<u>Hourly:</u> 1/1/2009 <u>Salaried:</u> 6/17/1996	Appendix H-2 to the RSP effective 1/1/2009	(1) BorgWarner TorqTransfer Systems, was Borg-Warner Automotive Powertrain Systems Corporation until 2001 (1/1/1997 – 12/31/2014) (2) Borg-Warner Automotive Air/Fluid Systems Corporation (6/17/1996 – 12/31/1996) (3) Coltec (before 6/17/1996)	<u>Hourly:</u> (1) ERSP (12/1/2003 - 12/31/2008) (2) TorqTransfer Plan (1/1/1997 – 11/30/2003) (3) Air/Fluid Plan (6/17/1996 – 12/31/1996)
MUNCIE, IN <u>Hourly</u> 1/1/2011 <u>Salaried and Plant Guards:</u> Already covered	2008 (before RSP participation began for hourly employees)	Plant Guards: Appendix C to the RSP effective 1/1/2009	BorgWarner Diversified Transmission Products, Inc.	<u>Hourly:</u> (1) Local 287 Plan (1987 - 2010) (2) Muncie RSP (1991- 2010)
PLYMOUTH, MI 11/30/1998	1998 (before RSP participation began)	Appendix D to the RSP effective 1/1/2008	Borg-Warner Automotive Automatic Transmission Systems Corporation (until location sold in 1998)	The Romulus Plan (before 9/21/1998)
ROMULUS, MI 9/21/1998	1998 (before RSP participation began)	Appendix D to the RSP effective 1/1/2008	Borg-Warner Automotive Automatic Transmission Systems Corporation (until location sold in 1998)	The Romulus Plan (before 9/21/1998)

Location & Date of RSP Participation	Date Active Participation Ceased	Last Applicable Appendix	Sponsoring Employer Name (Including Prior Names and Entities)	Prior Plan(s) & Date(s) Location Employees Had Assets in Plan(s)
ROTHBURY, MI <u>Hourly:</u> 1/1/2009	2001 (before RSP participation began)	Appendix E to the ERSP document effective 1/1/2008	(1) BorgWarner Air/Fluid Systems of Michigan Inc. (2/2/2000 – 2001) (2) BorgWarner Fuel Systems Inc., which was Borg-Warner Automotive Fuel Systems Corporation until 1/17/2000 (9/1/1999 – 2/1/2000) (3) Schwitzer U.S. Inc. a wholly owned indirect subsidiary of Kuhlman Corporation (before 9/1/1999)	(1) ERSP (12/1/2003 – 12/31/2008) (2) Medallion Plan (9/1/1999 - 12/1/2003) (3) Schwitzer Hourly Plan (before 9/1/1999)
SALLISAW, OK <u>Hourly:</u> 1/1/2009	11/15/2009	Appendix I-2 to the RSP effective 1/1/2009	BorgWarner Emission Systems LLC (formerly known as BorgWarner Emission Systems Inc.) had 2 prior names while employing this group: (1) BorgWarner Air/Fluid Systems Inc. (2) Borg-Warner Automotive Air/Fluid Systems Corporation (5/21/1996 – 1/17/2000)	(1) ERSP (12/1/2003 – 12/31/2008) (2) Air/Fluid Plan (6/17/1996 – 11/30/2003)

Location & Date of RSP Participation	Date Active Participation Ceased	Last Applicable Appendix	Sponsoring Employer Name (Including Prior Names and Entities)	Prior Plan(s) & Date(s) Location Employees Had Assets in Plan(s)
SPRING MILL, MI <u>Hourly:</u> 1/1/2009	2001 (before RSP participation began)	Appendix E to the ERSP document effective 1/1/2008	(1) BorgWarner Air/Fluid Systems of Michigan Inc. (2/2/2000 – 2001) (2) BorgWarner Fuel Systems Inc., which was Borg-Warner Automotive Fuel Systems Corporation until 1/17/2000 (9/1/1999 – 2/1/2000) (3) Schwitzer U.S. Inc. a wholly owned indirect subsidiary of Kuhlman Corporation (before 9/1/1999)	(1) ERSP (12/1/2003 – 12/31/2008) (2) Medallion Plan (9/1/1999 - 12/1/2003) (3) Schwitzer Hourly Plan (before 9/1/1999)
WATER VALLEY, MS	<u>Hourly:</u> 1/1/2009 <u>Salaried:</u> 6/17/1996	Appendix I-2 to the RSP effective 1/1/2009	(1) BorgWarner Emission Systems LLC (formerly known as BorgWarner Emission Systems Inc.) (2) BorgWarner Air/Fluid Systems Inc. (3) Borg-Warner Automotive Air/Fluid Systems Corporation (5/21/1996 – 1/17/2000)	(1) ERSP (12/1/2003 – 12/31/2008) (2) Air/Fluid Plan (6/17/1996 – 11/30/2003)

SUPPLEMENT IV

PLAN DOCUMENT HISTORY

The history of the BorgWarner Inc. Retirement Savings Plan is described below.

- (a) **Original Plan.** Effective as of January 27, 1993, the Borg-Warner Automotive, Inc. Retirement Savings Plan was established.
- (b) **First Restatement.** The plan was amended and restated effective as of April 1, 1994.
- (c) **Second Restatement.** The plan was amended and restated effective as of January 1, 1995.
- (d) **Third Restatement.** The plan was amended and restated effective as of January 1, 1997.
- (e) **Fourth Restatement.** The plan was amended and restated effective as of January 1, 2000, including amendments through April 1, 2001.
- (f) **Name Change.** Borg-Warner Automotive, Inc. changed its name to BorgWarner Inc. on January 17, 2000 and the RSP was renamed the BorgWarner Inc. Retirement Savings Plan effective May 22, 2000.
- (g) **Fifth Restatement.** Effective January 1, 2006, the RSP was again amended and restated.
- (h) **Sixth Restatement.** The RSP was further amended and restated effective January 1, 2008, to reflect various amendments made to the plan since the previous restatement and to implement various amendments that became effective January 1, 2008.
- (i) **Seventh Restatement and Plan Merger.** The BorgWarner Employees Retirement Savings Plan was merged with the RSP, and the surviving plan was amended and restated on September 24, 2009, effective January 1, 2009.
- (j) **Eighth Restatement and Plan Merger.** The RSP was amended and restated on December 17, 2010, to become a safe harbor 401(k) plan and in connection with the merger of the Local 287 Plan and the Muncie RSP into this plan, effective January 1, 2011.
 - (i) **First Amendment.** The RSP was amended on November 29, 2011, to modify the RSP's RHA provisions and clarify certain service crediting and payroll administration practices, effective at the various times specified in the amendment.
 - (ii) **Second Amendment.** The RSP was amended in accordance with Section 4.05(2) of Revenue Procedure 2008-50 to modify the loan provisions, effective for the period from January 1, 2011 through August 22, 2012.

(k) **Ninth Restatement and Plan Merger.** The RSP was amended and restated in connection with the merger of the Ithaca Hourly RSP into the RSP, effective January 1, 2013.

(i) **First Amendment.** The RSP was amended on December 13, 2013 to modify the definition of Spouse, effective September 16, 2013.

(ii) **Second Amendment.** The RSP was amended on February 28, 2014 to exclude BorgWarner Emission Systems, Inc. Employees who were employed by Wahler Automotive Systems, Inc. on February 28, 2014, from participating in the Plan.

(iii) **Third Amendment.** The RSP was amended on May 15, 2014 to (A) modify the definition of Spouse effective June 26, 2013, and (B) clarify the testing method used to administer the ACP and ADP Limits, as requested by the Internal Revenue Service.

(iv) **Fourth Amendment.** The RSP was amended on June 24, 2015 to (A) reflect the new names of certain participating employers, and (B) add an automatic enrollment increase feature.

(v) **Fifth Amendment.** The RSP was amended on December 10, 2015 to provide that Remy International, Inc. shall not be considered a “Related Employer” for purposes of the RSP, except as required by law.

(vi) **Sixth Amendment.** The RSP was amended on July 27, 2016 to (A) modify the definitions of Beneficiary and Spouse, (B) modify the provisions regarding determination of Beneficiaries, (C) modify the provisions regarding minor Beneficiaries, and (D) modify the voting provisions for shares of Company Stock for which no voting directions are received.

(l) **Tenth Restatement and Plan Merger.** The RSP was amended and restated as of January 1, 2017 in connection with the merger of the Remy International, Inc. 401(k) Retirement and Savings Plan into the RSP, effective December 31, 2016.

(i) **First Amendment.** The RSP was amended on August 23, 2017, to modify the automatic increase feature, effective January 1, 2017.

(ii) **Second Amendment.** The RSP was amended on September 26, 2017, to modify the definitions of “Eligibility Waiting Period” and “Employee,” effective September 27, 2017.

(iii) **Third Amendment.** The RSP was amended on August 13, 2018, to modify the definition of “Entry Date,” permit an employee to waive participation, eliminate the deduction suspension period following a hardship withdrawal, modify the hardship withdrawal rules and limit the Company Retirement Contribution for highly compensated employees, effective January 1, 2019.

(iv) **Fourth Amendment.** The RSP was amended on December 14, 2018, to modify the hardship withdrawal rules, effective January 1, 2019.

(v) **Fifth Amendment.** The RSP was amended on March 15, 2019, to modify the automatic enrollment and automatic increase features and to permit a terminated employee to roll over a lump sum distribution of a cash balance benefit under Supplement O to the BorgWarner Inc. Retirement Plan into the RSP, effective April, 1, 2019.

(vi) **Sixth Amendment.** The RSP was amended on September 14, 2020, to provide that Delphi Technologies Services, Inc. shall not be considered a related or participating employer for purposes of the RSP, except as required by law.

(vii) **Seventh Amendment.** The RSP was amended on December 8, 2020, to merge the Delphi Savings Plan, allow Delphi Technologies Services, LLC employees to participate in the RSP as a result of the merger, add active duty severance distribution rules, and remove calendar year limit on partial payments, effective January 1, 2021.

(viii) **Eighth Amendment.** The RSP was amended on December 14, 2021, to modify automatic enrollment and automatic increase features, add in-plan Roth conversions, restrict Participant investments in Company Stock to 20% of the Participant's account balance, and document the sale of locations.

(iv) **Ninth Amendment.** The RSP was amended on May 17, 2022, to document the transfer of accounts for Akasol, Inc. employees into this plan on or after May 1, 2022.

(x) **Tenth Amendment.** The RSP was amended on December 12, 2022, to adopt CARES Act provisions, to document the transfer of accounts for Rhombus Energy Solutions, Inc. into this plan on or after January 1, 2023, and to reflect the closure and elimination of Company Stock as an investment option.

(m) **Eleventh Restatement and Plan Merger.** The RSP was amended and restated as of January 1, 2022 following the merger of the Delphi Technologies Salaried Retirement Savings Program into the RSP, to be filed with the Internal Revenue Service in 2022 as part of a determination letter request.