

# **SUMMARY PLAN DESCRIPTION**

## **Robert Half International Inc. 401(k) Plan for Temporary Professionals**

**Effective Date: January 1, 2019**

## Robert Half International Inc. 401(k) Plan for Temporary Professionals

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## Summary Plan Description Overview

### Robert Half International Inc. 401(k) Plan for Temporary Professionals

The Robert Half International Inc. 401(k) Plan for Temporary Professionals (the “Plan”) sponsored by Robert Half International Inc. (the “Employer”, often referred to in this booklet as “us” or “we”) was adopted as of January 1, 2019 (the “Effective Date”). This Plan is intended to be a qualified retirement plan under the Internal Revenue Code.

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

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

This SPD is a brief description of the Plan in effect as of January 1, 2019. It is written in non-technical terms to explain the principal features of the Plan. We suggest you read the material carefully, bearing in mind that it is not a substitute for the official Plan document, and that, in the event of a conflict between this SPD and the Plan document, the Plan document governs.

If you have difficulty understanding any part of this SPD, you should contact the Plan Administrator identified in the Basic Plan Information section of this SPD during normal business hours for assistance. Copies of the Plan document are available from the Plan Administrator upon request. Your rights under ERISA apply.

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

## I. BASIC PLAN INFORMATION AND DEFINED TERMS

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

### A. Account

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

### B. Anniversary Year

An Anniversary Year is each twelve-consecutive-month period beginning on your date of employment with your Employer and each anniversary of that date.

### C. Beneficiary

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

### D. Deferral Contribution

This is a contribution taken directly from the pay of a Participant and contributed to the Plan, subject to certain limits (described below). The Plan permits you to make only pre-tax Deferral Contributions.

### E. Disability

Under your Plan, you are disabled if you meet the following criteria: you are eligible for disability benefits under your Employer's Long-Term Disability Plan, or you are eligible for Social Security disability benefits.

### F. Employee

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

### G. Employer

The name and address of your Employer is:

Robert Half International Inc.  
2613 Camino Ramon  
San Ramon, CA 94583  
(925) 913-1000

Your Employer's federal tax identification number is: 94-1648752

The following Employer also participates in the Plan and employees of such Employer are eligible to participate in the Plan accordance with the Participation section of this SPD.

Federal Tax Identification Number	Participating Employer Name	Designation
25-1184165	Robert Half of Pennsylvania, Inc.	Related

### H. ERISA

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

### I. Fidelity Investments Contact Information

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

Phone number: 1-800-835-5097

Website: [netbenefits.401k.com](http://netbenefits.401k.com)

**J. Highly Compensated Employee**

An Employee is considered a highly compensated Employee if you (i) at any time during the current or prior year own, or are considered to own, more than five percent of your Employer, or (ii) received compensation from your Employer during the prior year in excess of \$120,000.00, as adjusted.

**K. Matching Contribution**

This is a contribution paid by the Employer prior to the Effective Date of this Plan and transferred into this Plan from the Robert Half International Inc. 401(k) Plan.

**L. Non-Highly Compensated Employee**

Any Employee who is not a Highly Compensated Employee.

**M. Participant**

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

**N. Plan Type**

The Plan is a defined contribution plan, more specifically, a 401(k) plan. More information about the contributions made to the Plan can be found in Section III, Contributions.

**O. Plan Administrator**

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

Robert Half International Inc.  
2613 Camino Ramon  
San Ramon, CA 94583  
(925) 913-1000

**P. Plan Number**

The three digit IRS number for the Plan is 003

**Q. Plan Sponsor**

Your Employer is the sponsor of the Plan.

**R. Plan Year**

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

**S. Qualified Military Service**

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

**T. Service of Process**

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

**U. Trustee**

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

Fidelity Management Trust Company  
245 Summer Street  
Boston, MA 02210

## II. PARTICIPATION

### A. Eligibility Requirements

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

However, you are excluded from participation in the Plan if you are:

- a resident of Puerto Rico,
- covered by a collective bargaining agreement, unless the agreement requires the employees to be included under the Plan,
- a Highly Compensated Employee,
- a leased Employee,
- an individual not on the W-2 payroll of the Employer,
- an Employee who is classified as anything other than a temporary employee;
- an Employee who is not a Highly Compensated Employee as defined in Subsection 2.01(bb) of the Basic Plan Document, but who would be a Highly Compensated Employee if “415 Compensation” (as defined in Section 6.01(m) of the Basic Plan Document) included amounts that would be included in wages as defined in Code Section 3401(a) but for an election to defer such amounts under the Robert Half International Inc. Deferred Salary Savings Plan, Protiviti U.S. Executive Management Savings Plan or any other nonqualified unfunded deferred compensation plan maintained by the Employer.

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

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

<b>Contribution type</b>	<b>Age Requirement</b>	<b>Service Requirement</b>	<b>Entry Date</b>
Employee Deferral Contributions	None	None	First day of each month

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

## III. CONTRIBUTIONS

After you satisfy the participation requirements in Section II of this SPD, you will be eligible to make Deferral Contributions. The type(s) of contributions available under the Plan are described in this section.

### A. Compensation

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

, 401(k), 457(b) or 403(b) plan.

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

Source	Exclusion (s)
Employee Deferral Contributions	Taxable Value of any restricted stock or any qualified or nonqualified Stock options

Compensation for your first year as a Plan Participant will be measured only for that portion of your initial Plan Year that you are eligible. Tax laws limit the amount of compensation that may be taken into account each Plan Year; the maximum amount for the 2019 Plan Year is \$280,000 (as adjusted).

## **B. Employee Deferral Contributions**

### **1. Regular Deferral Contributions**

You may elect to defer a percentage of your eligible compensation into the Plan after you satisfy the Plan's eligibility requirements. The percentage of your eligible compensation you elect will be withheld from each payroll check and contributed to your Account under the Plan. For pre-tax Deferral Contributions being withheld from your compensation, the percentage you defer is subject to an annual limit of the lesser of 60.00% of eligible compensation or \$19,000 (in 2019; thereafter as adjusted by the Secretary of the Treasury) in a calendar year. All Deferral Contributions will be withheld from your pay on a pre-tax basis (for federal income tax purposes).

If you have participated in more than one employer-sponsored qualified plan during the year, the federal tax law limit on Deferral Contributions is your personal limit across all plans, and you should promptly inform your Plan Administrator of any contributions you made outside of this Plan.

Your Deferral Contributions cannot be forfeited for any reason; however, there are special Internal Revenue Code rules that must be satisfied and may require that some of your contributions be returned to you. The Plan Administrator will notify you if any of your contributions will be returned.

You may increase or decrease the amount you contribute as of the beginning of each payroll period. You may completely suspend your contributions with sufficient notice to the Plan Administrator. Thereafter, if you want to resume your Deferral Contributions as of the first day of the beginning of each payroll period, you must complete a new election form.

### **2. Bonus Contributions**

You may make Deferral Contributions on any Employer-paid bonus. You may defer a whole percentage from 1% to 60% of any bonus paid to you into the Plan, or suspend your contribution completely, through the Fidelity website. The total amount of your bonus and regular Deferral Contributions for the Plan Year may not exceed 60% of your total eligible compensation or other applicable Internal Revenue Code limits. If you fail to make an election with regard to bonus compensation, then no Deferral Contribution will be made from your bonus compensation. You may create an annual increase program to gradually raise your Deferral Contribution rate each year.

### **3. Age 50 and Over Catch-Up Contributions**

The Plan provides that participants who are projected to be age 50 or older by the end of the calendar year and who are making Deferral Contributions to the Plan may also make a catch-up contribution of up to \$6,000 (in 2019; thereafter as adjusted by the Secretary of the Treasury).

## **C. Other Contributions and Limitations**

### **1. Limit on Contributions**

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

- \$56,000 (or such amount as may be prescribed by the Secretary of the Treasury); or
- 100.00% of your annual compensation.

The year for purposes of applying the above limits is the twelve-month period ending December 31. Contributions under this Plan, along with Employer contributions under any other Employer-sponsored defined contribution plans, may not

exceed the above limits. If this does occur, then excess contributions in your Account may be forfeited or refunded to you based on the provisions of the Plan document. You will be notified by the Plan Administrator if you have any excess contributions. Income tax consequences may apply on the amount of any refund you receive.

## **2. Rollover Contributions**

If you have met the Plan's eligibility and entry date requirements, you can roll over part or all of an eligible rollover distribution you receive from an eligible retirement plan (a "Rollover Contribution") into this Plan. An eligible retirement plan is a qualified plan under Section 401(a), a 403(a) annuity plan, a 403(b) annuity contract, an eligible 457(b) plan maintained by a governmental employer, and an individual retirement account and individual retirement annuity. An eligible rollover distribution includes any distribution from an eligible retirement plan, except any distribution from an individual retirement account or an individual retirement annuity consisting of nondeductible contributions or any distribution from a 403(b) annuity contract consisting of after-tax employee contributions or any distribution from any other eligible retirement plan consisting of after-tax contributions. Making Rollover Contributions to the Plan that consist of assets other than qualified 401(a) plan assets may result in the loss of favorable capital gains or ten-year income averaging tax treatment that may otherwise be available with respect to a lump sum distribution to you from the Plan. The loss of this favorable tax treatment may also occur if you make a Rollover Contribution to the Plan that consists of qualified 401(a) plan assets under certain circumstances. If you may be eligible for this special tax treatment, you should consult your tax advisor and carefully consider the impact of making a Rollover Contribution to the Plan.

The Plan Administrator determines which Rollover Contributions are acceptable and if any Rollover Contribution fails to meet the requirements of the Plan and must be distributed. If your Rollover Contribution to the Plan is not a direct rollover (i.e., you received a cash distribution from your eligible retirement plan), then it must be received by the Plan's Trustee within 60 days of your receipt of the distribution and must not contain any after tax contribution amounts. Rollover Contributions may only be made in the form of cash or allowable fund shares. Your Rollover Contributions Account will be subject to the terms of this Plan and will always be fully vested and nonforfeitable. In general, if you receive an eligible rollover distribution as a surviving spouse of a Participant or as a spouse or former spouse who is an "alternate payee" pursuant to a qualified domestic relations order ("QDRO"), you may also make a Rollover Contribution to the Plan.

The Plan does not accept Rollover Contributions of any amounts attributable to Roth (after-tax) deferral contributions made to another qualified plan that accepted Roth deferral contributions, even if the Roth deferral contributions were segregated from other deferral contributions.

# **IV. INVESTMENTS**

## **A. Investments**

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

## **B. Fidelity® Personalized Planning & Advice at Work**

Fidelity® Personalized Planning & Advice at Work (the "Service") is a managed account service that invests your workplace savings plan Account in one of several model portfolios created from a mix of your Plan's eligible investment options. The Service is managed by Fidelity Personal and Workplace Advisors LLC and Strategic Advisers LLC. Both are registered investment advisers and are Fidelity Investments companies. For more information, refer to the Fidelity® Personalized Planning & Advice at Work Terms and Conditions. The investment options selected are spread among broadly diversified investment types designed to help enhance growth and manage risk. When you enroll in the Service, you are assigned to a model portfolio based on either your investment time horizon, or on your financial situation, risk tolerance, and investment time horizon, depending upon what you choose during enrollment. Once enrolled, your current workplace savings account

balance will be reallocated to align with the investment allocation of your assigned model portfolio; your future contributions will also be invested according to this model portfolio.

While enrolled in the Service, you are delegating the ongoing management of your Account to the Service. In return for ongoing management, your Account will incur an advisory fee for the Service as described in the Pricing Supplement. This fee will be paid from your Account. You will not be able to make any exchanges among investment options or otherwise direct or restrict the management of your Account. The Service will allocate and, when appropriate, reallocate the assets in your Account to ensure that it stays in balance with the model portfolio's current mix of investments. Whenever your Account is reallocated or rebalanced to fit your model portfolio, you will receive a confirmation detailing the transactions. You will also receive prospectuses for any investment option you did not previously own.

For more information regarding the Service, or to enroll, log onto NetBenefits® at <https://netbenefits.fidelity.com> or call a Fidelity Representative at 866-811-6041.

### C. Statement of Account and Confirmation Statements

The assets in the Plan are invested in available investment options and a separate Account is established for each Participant who receives and/or makes a contribution. The value of your Account is updated each business day to reflect any contributions, exchanges between investment options, investment earnings or losses for each investment option and withdrawals. Your Account statement is available online through NetBenefits®, you can view and print a statement for any time period up to 24 previous months. If you do not log onto NetBenefits® a hard copy statement will automatically be mailed to you annually.

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

## V. VESTING

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

- Subsidiaries of Robert Half International Inc.
- Protiviti Inc.
- Protiviti Government Services, Inc.

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

### A. Additional Vesting Schedule

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

Your transferred Employer Matching Contributions will be subject to the vesting schedule appearing immediately below if you are a member of the following class: Participants whose Account includes Employer Matching Contributions transferred into this Plan from the Robert Half International Inc. 401(k) Plan.

Years of Service	Vesting Percentage
less than 2	0
2	20%
3	40%
4	60%
5	80%
6	100%

While you are a Staff Employee, your service is credited under the ‘elapsed time’ method. Vesting is computed based on completed years of service you work for your Employer or the employers listed above.

While you are a Temporary Employee or a Salaried Professional, your service is credited under the ‘general’ method. Periods of service are not computed and instead hours of service are counted. You receive vesting credit for a year of service under the ‘general method’ if you earn at least 1,000 hours of service in an Anniversary Year.

**Transfers to and from Staff Employment**

If you are a Temporary Employee or Salaried Professional who transfers to a Staff position, the methodology used to determine your years of service for vesting purposes will change from the ‘general’ method to the ‘elapsed time’ method as follows:

Applicable Year(s)	Method	Measurement Period
Anniversary Year(s) before transfer	General	Anniversary Year
Anniversary Year of transfer	General or Elapsed Time*	Anniversary Year
Anniversary Year(s) after transfer	Elapsed Time	Anniversary Year

\* You will receive vesting credit for this period if you would get such credit either under the general method by earning at least 1,000 hours of service during the Anniversary Year as of your transfer date, or under the elapsed time method for your period of employment during the Anniversary Year.

After the Anniversary Year in which you transfer to a Staff position, you will receive vesting credit for your years of service with your Employer based only on the elapsed time method. In this case, your measurement period for determining your years of service will generally be based upon anniversaries of your date of employment with your Employer.

If you are a Staff Employee who transfers to a Temporary Employee or Salaried Professional position, the methodology used to determine your years of service for vesting purposes will change from the ‘elapsed time’ method to the ‘general’ method as follows:

Applicable Year(s)	Method	Measurement Period
Anniversary Year(s) before transfer	Elapsed Time	Anniversary Year
Anniversary Year of transfer	General*	Anniversary Year
Anniversary Year(s) after transfer	General	Anniversary Year

\* You will receive vesting credit for this period if you would get such credit under the general method by earning at least 1,000 hours of service during the Anniversary Year, using an hours-equivalency method which credits 95 hours of service for each semi-monthly payroll period in which you are credited with one hour of service up to your transfer date, and the general method thereafter.

After the date you transfer to a Temporary Employee or Salaried Professional position, you will receive vesting credit for your years of service with your Employer based only on the general method (hours of service). In this case, your measurement period for determining your years of service will generally be based upon your date of employment with your Employer.

**B. Forfeiture and Re-employment**

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

Example: Assuming you terminate your employment in 2019 with the following Account information:

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

You would be eligible to receive a \$2,800 distribution in 2019 from the Plan. This represents a complete distribution of your Account. A \$200 forfeiture would occur in 2019.

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

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

If you are a Temporary Employee or Salaried Professional, a one-year break in service occurs when you have less than 501 hours of service in any Anniversary Year. Notwithstanding the above, if you are absent from work due to a maternity or paternity leave, then you will be credited with up to 501 additional hours of service, based on your regular work schedule immediately prior to your absence (or eight hours of service for each day of maternity or paternity leave if the actual hours to be credited cannot be determined). These additional hours of service will be credited during the Anniversary Year in which your absence begins only if they would prevent a one-year break in service from occurring for that Anniversary Year. In all other cases, the additional hours of service will be credited during the immediately following Anniversary Year. If you are absent from work due to a leave of absence under the Family and Medical Leave Act, you will be credited with each hour for which you would have been scheduled to work during your absence (or eight hours of service for each day of your absence if the actual hours to be credited cannot be determined), provided you return to work following the leave.

When any period of absence is due to military service entitling you to reemployment rights under federal law and you return to work with the Employer or a related employer following that absence, there will be no break in service and you will be credited with service for the entire period of that absence as if you had not taken leave for military service.

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

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

**Example:** Assume you terminate employment with your Employer in 2019 with an Account balance of \$3,000, of which \$2,800 is vested. At the time you terminate, you elect to receive a lump sum distribution of your vested Account balance (\$2,800). The unvested remainder, or \$200, is forfeited in 2019. If you are then rehired on January 1, 2020 and repay the \$2,800 distribution prior to January 1, 2025, the \$200 previously forfeited by you will be restored to your Account. Additionally, your service after January 1, 2020 will count for vesting purposes with respect to this amount.

## VI. IN SERVICE WITHDRAWALS AND LOANS

You may contact Fidelity to take a withdrawal or loan from the Plan. The amount of any taxable withdrawal that is not rolled over into an Individual Retirement Account or another qualified employer retirement plan will be subject to 20% federal income tax withholding and any applicable state income tax withholding. A 10% Internal Revenue Code early withdrawal penalty tax may apply to the amount of your withdrawal if you are under the age of 59½ and do not meet one of the Internal Revenue Code exceptions.

The following types of withdrawals are available under the Plan:

### **A. Hardship Withdrawals**

As an Employee, you may apply to withdraw certain contributions from your Account to satisfy specific and heavy financial needs. In accordance with Internal Revenue Service regulations, you must first exhaust all other assets reasonably available to you prior to obtaining a hardship withdrawal. This includes obtaining any in-service withdrawal(s) available from your Account and any other qualified plan maintained by your Employer and any other related employer. Your hardship application may be made directly through Fidelity and is generally subject to an electronic approval process. You will be required to provide information specific to the hardship reason selected; you must retain documentation required to substantiate your hardship as the Plan reserves the right to request copies of such documentation. The minimum hardship withdrawal is \$500. Hardship withdrawals will be subject to the 10% nonperiodic income tax withholding rate unless you elect out of the withholding.

If you qualify, you may apply for a hardship withdrawal to satisfy the following needs: (1) medical expenses for you, your spouse, children, dependents or a primary beneficiary designated by you under the Plan; (2) the purchase of your principal residence; (3) to prevent your eviction from, or foreclosure on, your principal residence; (4) to pay for post-secondary education expenses (tuition, related educational fees, room and board) for you, your spouse, children, dependents or a primary beneficiary designated by you under the Plan for the next twelve months; (5) to make payments for burial or funeral expenses for your deceased parent, spouse, child, dependent or a primary beneficiary designated by you under the Plan; (6) to pay expenses for the repair of damage to your principal residence that would qualify for the casualty deduction under Section 165 of the Internal Revenue Code (without regard to whether the loss exceeds 10% of adjusted gross income); or any other immediate and heavy financial need as determined based on Internal Revenue Service regulations. Only Deferral Contributions are available for hardship withdrawal.

### **B. Withdrawals After Age 59½**

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

### **C. Withdrawals After Age 70½**

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

### **D. Withdrawals After Normal Retirement Age**

You may elect to withdraw your vested Account balance after you reach the Plan's normal retirement age, 65, or delay it until you actually retire.

### **E. Withdrawals of Rollover Contributions**

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

### **F. Active Military Distribution**

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

### **G. Participant Loans**

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

## **VII. DISTRIBUTION OF BENEFITS**

### **A. Eligibility For Benefits**

A distribution can be made to you if you request one due to your disability, retirement or termination of employment from your Employer and any related employer. Your Beneficiary or Beneficiaries may request a distribution of your vested

Account balance in the event of your death. The value of your Account balance will continue to increase or decrease, as appropriate, based on the investment returns until it is distributed.

You may defer receipt of your distribution until a later date. However, you cannot postpone it if your vested Account balance is \$1,000 or less, in which case the Plan Administrator will direct the Plan's Trustee to distribute it to you as a lump sum distribution without your consent. If your vested Account balance exceeds \$1,000, you may delay your distribution until you are required by law to receive Required Minimum Distributions. You will have a continuing right to request a distribution if you elect to postpone your distribution, unless you are re-employed by your Employer or any related employer. Your consent will be required for any distribution (other than required minimum distributions) if your vested Account balance is greater than \$1,000.

Prior to such distribution you still have the right to request that a distribution be distributed directly to you in the form of a lump sum payment or to request that it be rolled over to a different IRA provider or to another retirement plan eligible to receive rollover contributions.

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

## **B. Distributable Events**

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

### **1. Death**

If you are a Participant in the Plan and die, your vested Account balance, if any, will be paid to your designated Beneficiary or Beneficiaries. If you are an Employee of your Employer or a related employer at the time of your death, your Account balance will automatically become 100% vested. Also, if you are a Participant in the Plan and die while performing Qualified Military Service, then your Account balance will become 100% vested. You may designate a Beneficiary or Beneficiaries online through the Fidelity website, however, if you are married and want to designate someone other than your spouse as your primary Beneficiary, you must print a form from the website and your spouse must consent to this designation by signing the form. His/her signature must be witnessed by a Plan representative or a notary public. Alternatively, if you do not wish to designate your Beneficiary online, you may contact the Plan Administrator to obtain a paper designation of beneficiary form or by contacting Fidelity.

### **2. Disability**

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

### **3. Retirement**

You do not have to terminate your employment with your Employer (or a related employer) just because you attain your normal retirement age of 65. You will automatically become 100% vested in your Account balance upon attaining age 65.

### **4. Required Minimum Distributions**

You are required by law to receive a Required Minimum Distribution ("RMD") from the Plan, unless you own more than five percent of the Employer, no later than April 1 of the calendar year following the calendar year you turn 70½ or terminate your employment, whichever is later. If you own more than five percent of the Employer, you must start receiving your distribution no later than April 1 of the calendar year following the calendar year you turn 70½. Once you start receiving your RMD, you should receive it at least annually until all assets in your Account are distributed.

### **5. Termination of Employment**

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

## **C. Form of Payments**

### **1. Lump Sum Distributions**

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

#### **a. Non-rollover Distribution**

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

You may rollover the taxable distribution you receive to an individual retirement account (“IRA”) or your new employer’s qualified plan, if it accepts rollover contributions and you roll over this distribution within 60 days after receipt. You will not be taxed on any amounts timely rolled over into the IRA or your new employer’s qualified plan until those amounts are later distributed to you. You must find other money to replace the federal income tax withheld (and any state income tax withheld) if you wish to roll over the full amount of the distribution in a 60-day rollover. Any amounts not rolled over may also be subject to certain early withdrawal penalties prescribed under the Internal Revenue Code.

#### **b. Direct Rollover Distribution**

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

- (1) Rollover to Fidelity IRA** - Once you have set up a Fidelity Rollover IRA account, you may request that your vested Account balance be transferred to that account.
- (2) Rollover to Non-Fidelity IRA** - A check will be issued by the Plan’s Trustee payable to the IRA custodian or trustee for your benefit. The check will contain the notation ‘Direct Rollover’ and it will be mailed directly to you. You will be responsible for forwarding it on to the custodian or trustee.
- (3) Rollover to your New Employer’s Qualified Plan** – You should check with your new employer to determine if its plan will accept rollover contributions. If allowed, then a check will be issued by the Plan’s Trustee payable to the trustee of your new employer’s qualified plan. The check will contain the notation ‘Direct Rollover’ and it will be mailed directly to you. You will be responsible for forwarding it on to the new trustee.

#### **c. Combination Non-rollover Distribution and Direct Rollover**

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

You will pay income tax on the amount of any distribution you receive from the Plan unless it is rolled into an IRA or your new employer’s qualified Plan. A 10% IRS premature distribution penalty tax may also apply to your taxable distribution unless it is rolled into an IRA or another qualified plan. The 20% federal income tax withheld under this section may not cover your entire income tax liability. Consult with your tax advisor for further details.

## **VIII. MISCELLANEOUS INFORMATION**

### **A. Benefits Not Insured**

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

### **B. Attachment of Your Account**

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

### **C. Plan-to-Plan Transfer of Assets**

Your Employer may direct the Plan's Trustee to transfer all or a portion of the assets in your Account under the Plan to another plan or plans maintained by your Employer. The plan receiving the funds from your Account must contain a provision allowing the transfer and preserve any benefits required to be protected under existing laws and regulations. In addition, your vested Account balance may not be decreased as a result of the transfer to another plan.

### **D. Plan Amendment**

Your Employer reserves the authority to amend the Plan at any time. However, any amendment may not eliminate certain forms of benefits under the Plan or reduce the existing vested percentage of your Account balance derived from Employer contributions.

### **E. Plan Termination**

Your Employer reserves the right to terminate the Plan in any way and at any time. The Plan Administrator will facilitate the distribution of Account balances in single lump sum payments to each Participant in accordance with Plan provisions until all assets have been distributed by the Plan's Trustee. Each Participant in the Plan upon Plan termination will automatically become 100% vested in his/her Account balance.

### **F. Interpretation of Plan**

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

### **G. Electronic Delivery**

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

## **IX. PARTICIPANT RIGHTS**

### **A. Claims**

#### **1. Claims Procedures**

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

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

You may appeal the denial of your claim made under the procedures described above within 60 days after the date following your receipt of notification of the denied claim by filing a written request for review with the Plan Administrator. This written request may include comments, documents, records, and other information relating to your claim for benefits. You

shall be provided, upon your request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits. The review will take into account all comments, documents, records, and other information submitted by you relating to the claim, without regard to whether such information was submitted or considered in the initial benefit determination. Generally, the Plan Administrator will provide you with written notice of the disposition of your claim on review within 60 days after receipt of your appeal by the Plan. If the Plan Administrator determines that special circumstances require an extension of time to process your claim, the Plan Administrator will furnish written notice of the extension to the claimant prior to the expiration of the initial 60-day period. In no event shall such extension exceed a period of 60 days from the end of the initial period the Plan Administrator had to dispose of your claim. The extension notice shall indicate the special circumstances requiring an extension of time and the date by which the Plan expects to render the benefit determination.

The Plan Administrator shall provide you with written notification of the Plan's benefit determination on review. In the event the claim on review is denied, the Plan Administrator will disclose to you in writing, in a manner calculated to be understood by you, the specific reasons for the denial, a reference to the specific provisions of the Plan on which the determination is based, if an internal rule, guideline, or similar criterion was relied on in making a claim determination, either a copy of the actual rule, guideline, or other criterion; or a statement that the rule, guideline, or other criterion was used and a statement that you can request a copy, free of charge, of the internal rule, guideline, or other similar criterion that was relied upon to determine the claim, a description of additional material or information necessary for the claimant to perfect the claim and an explanation of why it is required, and information about the steps that must be taken to submit a timely request for review. The notice will also include a statement of your right to bring a civil action under Section 502(a) of ERISA following an adverse determination upon review.

### **3. Right to File Suit Under ERISA**

If you exhaust all levels of appeal and your claim is subject to ERISA, you may file a suit under ERISA. You cannot bring a civil action at law or in equity for Plan benefits under ERISA unless you exercised your right to appeal your claim denial.

## **B. Statement of ERISA Rights**

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

### **1. Receive Information About Your Plan and Benefits**

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

### **2. Prudent Actions by Fiduciaries**

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

### **3. Enforce Your Rights**

Subject to the time limitation described below, if your claim for a benefit under the Plan is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and

to appeal any denial, all within certain time schedules. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. The Plan's agent for legal service of process in the event of a lawsuit is the Plan Administrator.

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

#### **4. Assistance with Your Questions**

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

#### **C. When to Bring an Action in Court**

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

## **X. SERVICES AND FEES**

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

## **LOAN PROCEDURES FOR Robert Half International Inc. 401(k) Plan for Temporary Professionals**

### **1. Loan Application**

You may apply for a loan by contacting Fidelity. You may apply for only one loan each calendar year. All loans have been pre-approved by the Plan Administrator based on data supplied by your Employer and the criteria outlined in these Loan Procedures. Loans will be allowed for any purpose. A loan set up fee of \$75.00 will be deducted from your Account for each new loan processed. An annual loan maintenance fee of \$25 will be deducted from your Account for each loan.

### **2. Loan Amount**

The minimum loan amount is \$1,000 and the maximum loan amount is the lesser of (i) one-half of your vested Account balance or (ii) \$50,000 reduced by the highest outstanding loan balance in your Account during the prior twelve month period. All of your loans from plans maintained by your Employer or a related employer (including this Plan) will be considered for purposes of determining the maximum amount of any loan. Up to 50% of your vested Account balance may be used as collateral for any loan.

### **3. Number of Loans**

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

### **4. Interest Rate**

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

### **5. Loan Repayments and Loan Maturity**

Repayment should be made through after-tax payroll deductions; however, if repayment is not made by payroll deduction, a loan shall be repaid in accordance with procedures provided by your Plan Administrator. All loans must be repaid in level payments on at least a quarterly basis over a five year period unless it is for the purchase of your principal residence in which case the loan repayment period may not extend beyond 10 years from the date of the loan. The level repayment requirement may be waived for a period of one year or less if you are on a leave of absence, however, your loan must still be repaid in full on the maturity date. If you are on a military leave of absence, the repayment schedule may be waived for the entire length of the time missed on leave. Your loan will accrue interest during this time, and upon return from a military leave of absence, your loan will be re-amortized to extend the length of the loan by the length of the leave. If a loan is not repaid within its stated period, it will be treated as a taxable distribution to you.

### **6. Default or Termination of Employment**

The Plan Administrator shall consider a loan in default if any scheduled repayment remains unpaid as of the last business day of the calendar quarter following the calendar quarter in which a loan is initially considered past due. In the event of a default or termination of employment, the entire outstanding principal and accrued interest shall be immediately due and payable. Any default in repayment to the Plan will result in the treating of the balance due for your loan as a taxable distribution from the Plan.