The Emory Clinic, Inc.
Retirement Savings Plan

Summary Plan Description
As in Effect January 2022
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THE EMORY CLINIC, INC.
RETIREMENT SAVINGS PLAN

Summary Plan Description
January 2022

Introduction

The Emory Clinic, Inc. (“Emory Clinic”) is pleased to make this retirement plan available to its employees. Planning today for life after retirement can make a difference in your financial future. The Emory Clinic, Inc. Retirement Plan (“Plan”) was restated effective January 1, 2021. This summary plan description (“SPD”) describes the operation of the Plan as in effect January 1, 2022.

This SPD summarizes the key features of the Plan and was designed to reasonably inform you of your rights and obligations under the Plan in informal language. Please note that this SPD will not give you any rights or benefits in addition to those provided under the Plan. The Plan in its entirety is set forth in a separate legal document that is controlling as to all rights and benefits under the Plan. All statements made in this SPD are subject to the terms of the Plan document. In the event of a conflict between this SPD and the Plan document, the Plan document will always control and govern.

As you read this SPD, you will see certain capitalized terms. This generally means the term is defined in the “Special Definitions” section included at the end of this SPD. You should refer to this section to learn the meaning of these terms.

The description of the Plan in this SPD replaces and supersedes any previous versions of this document furnished to you.

Please keep this information for future reference.
THE EMORY CLINIC, INC. RETIREMENT SAVINGS PLAN
Summary Plan Description

THE PLAN

General. The purpose of the Plan is to give eligible employees a convenient way and an incentive to save for retirement. The rules in the Plan are established by Emory Clinic in compliance with ERISA and other federal laws, including the Code. These rules set forth the criteria for eligibility to participate, vesting, nondiscrimination, Employer Contributions, employee contributions through Before-tax Contributions and Roth Contributions, transfer of funds and distribution of funds.

All contributions are credited to Custodial Accounts made available through Fidelity Investments Institutional Services Company, Inc. Various investment alternatives for the contributions are provided under the accounts.

Changing or Terminating the Plan. Emory Clinic intends that the Plan be permanent, but Emory Clinic may amend the Plan at any time to change the conditions of participation for all or any group of employees, the type of benefits provided under the Plan or any other terms of the Plan, and the Plan may be terminated in whole or in part at any time. Amendments to the Plan will be required from time to time to reflect changes in federal law or Plan design decisions made by the Emory Pension Board. Pending the actual adoption of such an amendment, the Plan will be administered in accordance with applicable federal law or design decisions. Any amendments to the Plan which affect the information in this SPD will be described in written supplements to this SPD or by a revised SPD. Since there will probably be a delay between the effective date of a Plan amendment and the date that amendment is described in a supplement or updated SPD, you should contact the Human Resources Benefits Department (the “Benefits Department”) before taking any irrevocable action based on this summary plan description.

Contributions under the Plan. There are two general kinds of contributions. First, there are “voluntary contributions,” which are contributions that eligible employees can elect to make. These contributions can be made through Before-tax Contributions and Roth Contributions. Second, there are Employer Contributions.

EMPLOYEE VOLUNTARY CONTRIBUTIONS

Eligibility for Making Voluntary Contributions. If the Employer classifies you as an employee, you are eligible to make voluntary contributions to the Plan unless:

- you are a leased employee,
- you are normally scheduled to work less than 20 hours per week and have not yet completed a Year of Service, or
- you are a nonresident alien with no U.S. source earned income.

Voluntary Contribution Elections. You may elect to make voluntary contributions through payroll withholding effective as of (1) the first day of the payroll period which coincides with or next follows the date you are employed by the Employer or (2) the first day of any subsequent payroll period. In either case, you must file a properly completed written or electronic election form with Fidelity, before that effective date. Your contributions will be withheld from your Compensation generally with the first pay date that ends after that effective date.
Stopping Voluntary Contributions. You may elect to stop making voluntary contributions at any time and your election will generally be effective the first day of the payroll period following the date Fidelity receives your properly completed written or electronic election form.

Types of Voluntary Contributions. There are two types of voluntary contributions – Before-tax Contributions and Roth Contributions. You may elect either Before-tax Contributions or Roth Contributions, or a combination of both.

Before-Tax Contributions. Your deferrals are not included in your federal taxable income when they are contributed to the Plan, but are included in your federal taxable income when they are actually distributed to you from the Plan. State and local income tax treatment of salary reduction contributions ordinarily is the same as the federal income tax treatment. For example, under the Georgia income tax law, such contributions would not be included in your income when they are contributed to the Plan, but would be included in income when distributed from the Plan. Earnings on Before-tax Contributions will be included in your federal taxable income when they are actually distributed to you from the Plan. To make Before-tax Contributions, you must enter into a salary reduction agreement with Emory Clinic under which you agree to a reduction in salary, and Emory Clinic agrees to make a contribution to the Plan on your behalf equal to the amount of that reduction. You may change your salary reduction agreement with Emory Clinic prospectively at any time during a calendar year. Your change will be effective as of the first day of the payroll period following the date that Fidelity receives your properly completed election form, or as soon as administratively possible thereafter, unless you elect a later effective date. The agreement is irrevocable as to salary earned while the agreement is in effect, but you may terminate the agreement at any time for amounts not yet earned. An existing agreement will remain in effect until revoked. Therefore, a new agreement does not need to be made each year unless you want to change your existing agreement.

Roth Contributions. Instead of making voluntary deferrals on a before-tax basis, you may instead elect to contribute on an after-tax basis in the form of Roth Contributions. Your Roth Contributions are included in your federal (and state and local) taxable income when they are contributed to the Plan. Generally, the rules under the Plan for Before-tax Contributions apply to Roth Contributions. When you receive a distribution from the Plan, however, your Roth Contributions are not taxed. Earnings on your Roth Contributions will also be tax-free upon distribution provided both of the following conditions have been met at the time of the distribution:

- you have either attained age 59½, become disabled or died; and
- your Roth Contributions account has been open at least five years. (Note, if you made a Rollover Contribution to the Plan that included Roth contributions that you made to another employer’s retirement plan, the five-year period will start from the from the first date that you began making Roth contributions under the other employer’s retirement plan.)

If you receive a distribution of Roth Contributions before the dates described above, the amount of your Roth Contributions included in the distribution will not be includible in your taxable income (since they were taxed before they were contributed to the Plan); however, any earnings on your Roth Contributions that are distributed along with your Roth Contributions will be included in taxable income.

PLEASE NOTE: Tax laws change frequently. If you have any questions concerning the income tax considerations of a Plan distribution, you should consult a tax advisor.

Amount of Voluntary Contributions. If you elect to make voluntary contributions, you may contribute no less than 1% of your Compensation and no more than the limits set under the federal income tax laws.
There are limitations under the federal income tax laws that apply to your voluntary contributions under both this Plan and other employer plans.

Total contributions to the Plan for you may not exceed the lesser of $61,000 (adjusted by the IRS periodically) or 100% of your includable Compensation annually as defined by the Code in Sections 415(d) and 403(b)(3). However, voluntary contributions to this Plan and any other plan to which you contribute during a calendar year may not exceed an annual limit which is adjusted periodically under the Code. The annual limit in 2022 is $20,500 (combined Before-tax and Roth Contributions, not including catch-up contributions). It is ultimately your responsibility to ensure the limit is not exceeded. If you exceed the limit, you must notify the Plan Administrator of the plan from which you wish to take a distribution to correct the excess contribution by March 1 of the year following the calendar year in which you exceeded the limits. Any contributions made to the Plan that exceed the limitation (and any income on those contributions) will be distributed to you from the Plan if such action is necessary if you were fully vested in the contributions. Otherwise, these excess contributions will be forfeited. Additional limits may apply to highly compensated employees. You will be notified if these additional limits apply to you. A comprehensive description of these limitations and the various rules that could affect them is not set forth in this summary plan description. Additional information on how your individual circumstances may affect these various limitations is available in Internal Revenue Service Publication 571.

**Catch-up Election.** Catch-up contributions offer eligible participants the opportunity to make additional Before-tax Contributions and/or Roth Contributions to the Plan. A participant who is at least 50 years old at any time during the Plan Year (the calendar year) may also elect to make “catch-up” voluntary contributions to the Plan. The amount must be in accordance with the tax laws, and contributions will only be considered “catch-up contributions” after you have maximized the regular Before-tax Contributions and Roth Contributions for that particular year. In 2022, the maximum amount permitted to be contributed as a catch-up contribution is $6,500. The catch-up contribution is adjusted periodically under the Code.

**Rollovers.** You may directly roll over, into your Plan account, qualified distributions in the form of cash from another qualified plan, from an IRA (Individual Retirement Account), from an individual retirement annuity, from a Roth IRA, or from certain 457(b) plans. Rollover contributions are always fully vested.

**EMPLOYER CONTRIBUTIONS**

**Eligibility for Employer Contributions.** You will be eligible for Employer Contributions after you have completed at least one Year of Service and reached at least age 21 unless:

- you normally are scheduled to work less than 20 hours per week,
- you are a nonresident alien with no U.S. source of income,
- you are not classified as an employee by the Employer, or
- you are a leased employee

**Employer Basic Contributions.** Once you are eligible to receive Employer Contributions, Emory Clinic will automatically contribute an amount equal to 6% of your Compensation to the Plan on your behalf. The Employer Basic Contribution will be allocated to the Plan on your behalf as of each payroll period. If you are not making voluntary contributions to the Plan such that you have not selected an investment option, your Employer Basic Contributions will be defaulted into a Custodial Account and invested in the Fidelity fund designated by Emory Clinic for investment on your behalf.
**Employer Matching Contributions.** If you are eligible to receive Employer Contributions and you elect to make voluntary contributions (Before-tax Contributions or Roth Contributions), the Employer will make Employer Matching Contributions to the Plan on your behalf, as follows:

<table>
<thead>
<tr>
<th>Employee Voluntary Contribution</th>
<th>Employer Matching Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>1% of Compensation</td>
<td>1.5% of Compensation</td>
</tr>
<tr>
<td>2% or greater of Compensation</td>
<td>3% of Compensation</td>
</tr>
</tbody>
</table>

The Employer Matching Contributions are *in addition* to the 6% Employer Basic Contribution. Note that Employer Matching Contributions are determined each payroll period so it is important that you understand the impact that your voluntary contribution percentage has on the amount of Employer Matching Contributions you will receive. You will not be eligible for Employer Matching Contributions in any pay period in which you do not make voluntary contributions. This includes pay periods that you cannot contribute because you have reached the annual maximum contribution limits applicable to voluntary contributions for that Plan Year. For example:

**Example 1:** Assume you have met the eligibility requirements to receive Employer Contributions and your Compensation included in each payroll period is $5,000 and you elect to contribute 15% of your Compensation to the Plan as a Before-tax Contributions. Your Before-tax Contribution each payroll period will equal $750 (15% of $5,000), and the Employer will make an Employer Basic Contribution on your behalf for each payroll period equal to $300 (6% of $5,000) and an Employer Matching Contribution equal to $150 (3% of $5,000, since you contributed at least 2% of your Compensation as Before-tax Contributions). If you are paid on a semi-monthly basis (twice a month) and you contribute the same 15% for each of the 24 payroll periods during the Plan Year, your total Before-tax Contributions will be $18,000 and the Employer will contribute $7,200 in Employer Basic Contributions and $3,600 in Employer Matching Contributions, for a combined total contribution of $28,800.

**Example 2:** Assume you have met the eligibility requirements to receive Employer Contributions and your Compensation included in each payroll check each payroll period is $5,000 and you elect to contribute 30% of your Compensation to the Plan as a Before-tax Contribution. Your Before-tax Contribution each payroll period will equal $1,500 (30% of $5,000) until your Before-tax Contributions reach $20,500, which is the maximum annual amount permitted by the Internal Revenue Service (for 2022) (excluding catch-up contributions). The Employer will make Employer Matching Contributions on your behalf for each such payroll period you are contributing equal to $150 (3% of $5,000, since you contributed at least 2% of your Compensation). You will also receive Employer Basic Contribution on your behalf each payroll period equal to $300 (6% of $5,000). Because you have reached the $20,500 annual limit, your Before-tax Contributions and Employer Matching Contributions cease, but your Employer Basic Contributions continue. At the end of the year, your total Before-tax Contributions will be $20,500 and the Employer will contribute $7,200 in Employer Basic Contributions and $1,950 in Employer Matching Contributions, for a combined total contribution of $29,650.

**Example 3:** Assume you have met the eligibility requirements to receive Employer Contributions, completed three years of service and your eligible Compensation in each payroll check is $15,250. You elect to contribute 6% of your Compensation to the Plan as a Before-tax Contribution. Your Before-tax Contribution each payroll period will equal $915 (6% of $15,250), and the Employer will make an Employer Basic Contribution on your behalf for each payroll period equal to $915 (6% of $15,250) and an Employer Matching Contribution equal to $457.50 (3% of $15,250, since you contributed at least 2% of your Compensation as Before-tax Contributions). If you are paid on a semi-monthly basis (twice a
month), after 20 payroll periods your Compensation has reached the IRS limit of $305,000 (for 2022), which results in the cessation of Basic Contributions and Employer Matching Contributions. Your Before-tax Contribution of 6% of Compensation will continue to be contributed to the Plan for the balance of the Plan Year until you reach the maximum annual limit ($20,500 for 2022).

When Employer Contributions Begin. Emory Clinic will begin to make contributions on your behalf effective as of the first day of the calendar month which coincides with or next follows the date on which you satisfy the eligibility requirements described above. Contributions will be based on your Compensation for such pay period and your voluntary contributions, if any, made for such pay period.

Contributions While on Leave of Absence. If you are on a paid leave of absence, voluntary contributions and Employer Contributions will be based only on your Compensation that is actually paid to you during your leave of absence. No contributions may be made by you (or by your Employer on your behalf) if you are on a leave of absence without pay, unless you are covered by a disability plan through the Employer (in which case contributions from your disability pay may be made to the Plan during your period of disability).

Termination of Employment and Rehire. If you terminate employment with Emory Clinic and all Affiliates after completing one Year of Service or attaining a nonforfeitable interest in any contributions made to the Plan (such as Before-tax Contributions) and you are reemployed before your Period of Severance exceeds five consecutive years, your service before your employment termination will be credited upon rehire for purposes of eligibility to participate and vesting with respect to contributions made both before and after your reemployment. If you terminate employment with Emory Clinic and all Affiliates after attaining a nonforfeitable interest in any contributions made to the Plan (such as Before-tax Contributions) and you are reemployed after your Period of Severance exceeds five consecutive years, your service before your employment termination will be credited upon rehire for purposes of eligibility to participate and vesting with respect to contributions made after your reemployment only. If your prior service is not counted upon reemployment because you do not satisfy these requirements, you will be treated as a new hire for eligibility to participate and vesting purposes.

Vesting. You are always fully vested in your voluntary contributions to the Plan. Your Employer Contributions will be vested in accordance with the following schedules:

**Employer Contributions for Plan Years On or After January 1, 2007**

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Vested Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 3</td>
<td>0%</td>
</tr>
<tr>
<td>3 or more</td>
<td>100%</td>
</tr>
</tbody>
</table>

**Employer Basic Contributions for Plan Years Ending Prior to January 1, 2007**

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Vested Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than 5</td>
<td>0%</td>
</tr>
<tr>
<td>5 or more</td>
<td>100%</td>
</tr>
</tbody>
</table>

If, while actively employed, you attain age 65 or die, your Employer Basic and Employer Matching Contributions (as adjusted for investment returns) will be fully vested without regard to schedules above.
Amounts which are not vested at the time you terminate employment will be forfeited as of the earlier of (1) the date you receive a distribution of your vested interest, (2) June 30 of the year you terminate employment if the termination occurs between January 1 and June 30, or (3) December 31 of the year in which you terminate employment if the termination occurs between July 1 and December 31. Forfeited amounts will be reinstated (without earnings since the time of forfeiture) by the Employer if you return to employment prior to the date that your Period of Severance exceeds five years. Forfeitures will be used to reduce Employer Contributions, reinstate reemployed participant accounts if required to be reinstated, to make corrective allocations or to pay Plan expenses as determined by the Plan Administrator.

PLAN FUNDING

**General.** Your benefit under the Plan is funded through your voluntary contributions and Employers Contributions and the investment gains and losses on such contributions.

**Investment Options.** The Plan offers a broad range of investment options to participants. Generally, contributions may be held and invested in investment funds offered by Fidelity Investments Institutional Services Company, Inc. Prospectuses for each investment option will be provided by the Vendors that maintains the Custodial Accounts.

**Choosing an Investment Option.** You can choose how your voluntary contributions and the Employers Contributions are to be invested among the investment options available under your Custodial Accounts, subject to the rules set forth below.

Once a contribution has been invested with a particular Vendor, you may transfer all or a portion of your investment with that Vendor to and from Custodial Accounts of any of the approved investments subject to any rules under the accounts. Although ordinarily only you can direct the investment of Custodial Accounts, the Vendor will accept investment directions from another person designated by you. Emory Clinic generally has agreed to let the Vendor offer this alternative if the Vendor desires to do so. However, if you are interested in designating another person to make investment directions for you, you need to clearly understand the Vendor’s rules for accepting such directions and, in particular, for failing to accept such directions. For example, if the Vendor fails to accept a direction, you need to know whether you will be notified and, if so, how quickly you will be notified. If you are interested in designating another person to direct your investments, please contact your Vendor for further information and any forms required by the Vendor.

You are responsible for monitoring the activity in your custodian accounts and determining if your investment instructions have been followed. If you find your instructions have not been followed, you should immediately notify the appropriate Vendor to correct the error or oversight. The length of time you have to notify a Vendor of an investment mistake is subject to the terms and conditions set by the Vendor.

**Brokered Accounts.** In addition to the investment options selected by the Investment Committee, each Participant is entitled to establish, through procedures established by Investment Committee, an individual brokerage account through which they may gain access to certain additional mutual fund investments.

**Changes in Investment Rules.** Emory Clinic may revise, terminate or establish new rules and procedures for making or changing your investment elections and for making contributions to, and transfers between, investments.
Any changes will be communicated to you as soon as practicable after the changes have been made. The Employer has the right to change any of the investment alternatives available from a particular insurance or investment company, to stop using one company or to add another company whenever Emory Clinic deems such action to be appropriate under the circumstances.

**Responsibility for Investment Decisions.** The Plan Administrator's objective in offering a wide range of investment alternatives under the Plan has been to let each participant make investment decisions with respect to these alternatives. Any investment involves some degree of financial risk. Actual investment results for your Plan contributions will vary depending on the investment alternatives in which they are invested.

The Plan is intended to be a plan described in Section 404(c) of “ERISA.” A condition to be such a plan is that the Plan Administrator let each participant know that Emory Clinic intends to take advantage of this regulation to the extent those conditions are satisfied. Thus, we want to notify each participant that Emory Clinic intends that the Plan be a plan described in ERISA Section 404(c) and Title 29 of the Code of Federal Regulations § 2550.404c-1, and that the fiduciaries of the Plan be relieved of liability for any losses which are the direct and necessary result of investment instructions given by you, your designees and your beneficiaries.

The Plan Administrator, or its delegate, will continue to monitor the performance of each investment alternative available under the Plan to determine whether it remains acceptable within the range of investment alternatives available under the Plan. Each participant needs to continue to reevaluate whether the alternatives in which his or her contributions are invested remain appropriate. Information on the alternatives available under the Plan is available periodically either through the Plan Administrator or through the persons who manage the investment alternatives. Plan Administrator urges you to review such information on a regular basis.

**Reward vs. Risk.** One way to think of the gain or loss potential of an investment is to think of the potential for reward or the level of risk it offers. Generally, investments with more risk to principal have the potential to yield higher returns over a longer period of time than investments with less risk.

No one can tell you what balance of reward vs. risk is right for you. It is up to you to decide. When making your decision, however, ask yourself the following questions.

*When will you need the money in your accounts?* If you are a long way from retirement and investing for the long term, you may want to consider more aggressive investment choices with higher risks. But you must be prepared to weather the ups and downs of the market and possible loss of your investment. However, stability in your investments may be more important, if you have a shorter time horizon.

*What are your investment goals?* You may be concerned about preserving your account balances while earning a steady rate of return. Or you may want investments that offer the prospect of substantial growth. Keep in mind that your investment objectives will change depending on how close you are to retirement and your financial goals.

*What is your financial situation?* Figure out how much money you can afford to save. It may be more than you think. If you save a little, with the tax savings you receive from Before-tax Contributions, your take-home pay may not be reduced as much as you expect.

*Are your investments sufficiently diversified?* Investment professionals seek to reduce risk by diversifying their investments – not putting too many eggs in one basket. They may diversify over different types of investments, such as stocks and bonds, and within types of investments by buying
stocks and bonds of a number of different companies. Since most of the funds offered under the Plan are each made up of several types of investments, there is a basic level of diversification within most funds. However, you can further diversify by investing in several different funds to take advantage of the different investment objectives and strategies offered by the funds.

### PLAN BENEFITS

**Amount of Plan Benefits.** The amount of the benefit payments to you will depend on the actual value of each Custodial Account at the time the payments are made and the form of benefit payment option that you elect. All contributions made by you under the Plan, NOT including your Employer Contributions, are fully vested immediately when they are made. Employer Contributions are subject to the vesting schedules described previously. The value of each Custodial Account will depend on the investments made through that account. The form of the payments will depend on the account, provided such payment form is permissible under the Plan.

**Distribution Before Employment Terminates.** Distributions from the Plan before your employment terminates may be made only under very limited circumstances.

The Code generally prohibits withdrawals of any amounts which have been held in a Custodial Account unless (1) your employment has terminated, (2) you are at least age 59½, (3) you become disabled, or (4) you have a financial hardship as described below.

The following table shows when you are permitted to take distributions while still employed at Emory Clinic and/or an Affiliate. The checkmarks show the type of contributions that may be distributed to you at the times or upon the events listed.

<table>
<thead>
<tr>
<th>Type of Contributions</th>
<th>After Age 59½</th>
<th>Upon Disability*</th>
<th>Upon Financial Hardship*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Before-tax and Roth Contributions</td>
<td>✓</td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Rollover Contributions</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>After-Tax (allowed prior to 2006)</td>
<td>✓</td>
<td>✓</td>
<td>✓</td>
</tr>
<tr>
<td>Vested Employer Contributions</td>
<td>✓</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

* As long as such a distribution is permitted under the terms of the applicable Custodial Account and federal law.

**Disability Distribution and Determinations.** If you are a totally and permanently disabled employee on authorized disability leave of absence, you may receive your Plan benefits before your employment has officially terminated. You will be eligible for this special distribution provision if you are on an authorized disability leave of absence from Emory Clinic (or an Affiliate) and are either eligible for Social Security disability benefits or determined to be totally and permanently disabled by the insurance company or other independent third party under Emory Clinic's (or an Affiliate's) long-term disability plan. If you meet these disability requirements, you must notify the Plan Administrator and complete any forms required to begin payment of a Plan benefit.

**In-Plan Roth Rollovers.** On or after October 1, 2011, if you are eligible to take a distribution before termination of employment and the distribution is an “eligible roll-over distribution” as defined in the tax
laws, you may make a direct roll-over of such an “eligible roll-over distribution” (except the portion which is from Roth Contributions) to your Roth account in the Plan. You generally must report the taxable amount of an in-plan Roth roll-over on your tax returns for the year in which the roll-over occurs.

**Financial Hardship Withdrawals Before age 59 ½ (for “immediate and heavy financial need”).** A withdrawal for financial hardship may be made if your Custodial Account has a hardship withdrawal provision and Emory Clinic determines that you satisfy the Internal Revenue Service's guidelines for hardship withdrawals. Those guidelines currently permit hardship withdrawals in the following circumstances:

- to pay certain unreimbursed medical expenses for you, your dependents or your Beneficiary,
- to pay post-secondary tuition costs or related educational fees such as room and board expenses for the next 12 months for you or your Spouse, children, dependents or your Beneficiary,
- to purchase your principal residence,
- to prevent eviction or mortgage foreclosure on your principal residence,
- to pay burial or funeral expenses for your deceased parent, Spouse, children, dependents or your Beneficiary,
- to repair damage to your principal residence if the damage was caused by natural disaster or other unforeseen circumstances; or
- expenses and losses (including loss of income) incurred by the employee on account of a disaster declared by the Federal Emergency Management Agency (FEMA) under the Robert T. Stafford Disaster Relief and Emergency Act, Public Law 100-107, provided that the Employee’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.

Even if your expense fits within one of these events, there are other conditions that federal tax law requires you to satisfy to be eligible for a hardship withdrawal. A hardship withdrawal may not be in excess of the amount needed to satisfy the hardship plus any taxes or penalties reasonably anticipated to occur from such withdrawal. You must obtain all other distributions (other than a hardship withdrawal or a non-taxable loan) available from the Plan and all other plans maintained by Emory Clinic and Affiliates before a hardship withdrawal may occur. By requesting a hardship withdrawal, you will be deemed to represent that you have insufficient cash or other liquid assets to satisfy your immediate and heavy financial need). Hardships are not eligible for rollover to another retirement plan or individual retirement account/annuity. If you have a financial hardship, you should contact Fidelity to obtain a copy of the procedures for requesting a hardship withdrawal and the criteria used to determine your eligibility for such withdrawal.

**Tax Considerations.** Any withdrawal made before you reach age 59½ ordinarily will be subject to an additional 10% federal tax penalty for a premature distribution unless you are disabled. This 10% tax is in addition to normal federal (and state or local) taxes due upon distribution.

**Loans.** Although the Plan is meant to help you save for the future, you have access to your funds today through loans. You may borrow money from a portion of your account balance and pay back the loan in accordance with the Vendor’s rules. You will repay loan amounts, plus interest, back to your Custodial Account. You will not be taxed on the money you borrow from your account, provided you repay the loan as required, and any interest that you pay is credited to your account. Loan payments are made on an after-tax basis.

Subject to the Vendor's rules and Custodial Account provisions, there are two types of loans available to you: general and residential. General loans are available for any reason. Residential loans are for the
purchase or building of your primary residence. You may have more than one general loan and only one residential loan outstanding at any one time.

**Loan Amounts.** The maximum amount available for a loan is the lesser of:

- 50% of your vested balance in your Custodial Account at the time of the loan or
- $50,000 minus your highest outstanding loan balance during the previous 12 months.

Your Custodial Account balance is based on the market value of the investments under the Custodial Account at the time the loan is requested. The minimum loan amount is $1,000.

Loans are in the form of cash only. For information about the maximum loan amount available to you, check with the Vendor from which you would like to take the loan.

**Vendor Policies.** Any loan is subject to each Vendor's policies and procedures. There may be a nonrefundable application fee for the loan. This fee will be deducted from your account balance after the loan has been granted, and will be taken from the investment determined by the Vendor.

The loan interest rate used for the entire term of the loan will be a reasonable rate of interest as determined by the Vendor. The rate in effect when you take a loan is the rate you will pay for the term of your loan. Under current federal income tax law, none of the interest on a loan from the Plan is tax-deductible.

**Loan Funding.** If a loan is approved, a loan account is set up in your name. The loan amount may only be taken from the following types of contributions:

- Employee Contributions that were made as Before-tax Contributions or Roth Contributions and
- Vested Employer Contributions.

By funding your loan with your Plan contributions, you are, in essence, borrowing money that is not otherwise generally available for withdrawal, and leaving money in your account that can be withdrawn.

The loan amount is then transferred proportionally from the investment funds in which you have elected to invest your different types of savings.

**Repaying Your Loan.** Repayment on loans will be done in accordance with each Vendor's procedures. General loans must be repaid within five years and residential loans must be repaid within 10 years. The minimum loan repayment period is six months.

As you repay your loan, your savings will be restored in the reverse order from which your loan was taken, and your repayments will be invested in the same investments you have chosen for your current contributions.

You may pay off your outstanding loan at any time prior to maturity by following the applicable Vendor procedures. Loans must be paid off in full – no partial payments are allowed. You must call the Vendor to find out payoff amounts.

If you take a long-term leave of absence, are on long-term disability or terminate, you must continue to make repayments directly to the Vendor. You will receive a monthly invoice with which to continue your monthly payments. If payments are not continued, the outstanding loan balance is considered a deemed
distribution on the last day of the 12th month of missed payments or the maturity date of the loan, whichever comes first.

*Loan Default.* A portion of your Custodial Account balance equal to the amount of your original loan serves as collateral of the loan. If you default on your loan, the Vendor will satisfy your unpaid loan balance by using the collateral in your account. Your loan will default if you:

- fail to make a scheduled loan repayment by the end of the time period set by Vendor or
- do not repay your loan by the end of the term of the loan.

If your loan defaults, the outstanding balance of your loan will be treated as a taxable distribution when the default occurs. Your defaulted loan will be subject to federal tax law distribution rules such as the 10% penalty if you are under age 59½. You will remain obligated for any unpaid balance on a loan that is in default. Thus, if you do not repay your loan, the amount payable to you from the Plan will be reduced by the outstanding balance on the loan.

You may not take out a new loan while you have a loan which is in default.

*Benefits on Termination of Employment.* If your employment terminates, you do not forfeit the amounts in your accounts that are from your own contributions (adjusted for earnings and losses) or the vested amounts from Employer Contributions. You will forfeit Employer Contributions in which you are not vested as described previously. Your investments that are vested will continue to be credited with investment earnings and losses in accordance with the terms of your Custodial Accounts. You may choose when you want to begin receiving benefit payments from your Custodial Accounts subject to the federal law requirements and other Plan rules described in the next section.

Your benefit payments can begin at any time after your employment with Emory Clinic and all Affiliates terminates.

You may want to delay the payment of your benefits until you reach age 59½ because benefit payments which begin before you reach age 59½ ordinarily will be subject to an additional 10% federal tax penalty unless you are disabled.

*Minimum Distributions.* The Code requires that you start receiving payments no later than the later of April 1 following the calendar year in which you reach age 72 (70½ if you were born prior to July 1, 1949), or the calendar year in which you terminated employment with Emory and all Affiliates. However, you can elect to receive an amount equal to your minimum distribution on an annual basis once you reach age 72 (70½ if you were born prior to July 1, 1949) even if you have not terminated employment.

The entire value of the Custodial Accounts maintained for you must be distributed or begin to be distributed no later than your applicable required beginning date as described above over one of the following periods (or a combination thereof):

- your life,
- your life and the life of your Beneficiary,
- a period certain not extending beyond your life expectancy, or
- a period certain not extending beyond the joint and last survivor expectancy of you and your Beneficiary.
The amount of the minimum distribution is calculated in accordance with federal tax regulations. If you have further questions, contact the applicable Vendor.

**BENEFIT PAYMENT METHODS**

**Payment Form.** There are a number of variables that need to be taken into account to determine how your benefits will be paid whether your benefits become payable before or after your employment terminates. You may elect one of the following payment forms if permissible under the terms of your Custodial Accounts:

- Single lump sum,
- Equal installments annually or more frequently over a period of 5 to 30 years.

**Distribution of Small Amounts.** After you have terminated employment if you have not elected a distribution and the total value is $1,000 or less the entire amount will be distributed to you in one lump sum. If the total value of your custodian account is greater than $1,000 but less than $5,000, the entire amount will be rolled-over into an IRA in your name.

**Direct Rollovers.** If you have satisfied the requirements for a payment described above and you elect payment in a single sum or installments for a period that is less than 10 years, that payment can be made in two ways. You can elect to have all or any portion of your payment either (1) paid to you (subject to applicable withholding for income taxes and any tax penalties that might apply) or (2) paid in a tax-free direct rollover to another employer's tax-qualified plan (subject to the rules of that Plan) or to your individual retirement account/annuity (including a Roth IRA) if the distribution is an “eligible rollover distribution” as defined in the tax laws. More information on these rollover rules and the tax consequences of Plan payments will be provided to you before payment is made. Financial hardship withdrawals do not qualify for a direct rollover.

**DEATH BENEFITS**

**Death After Payment or Distribution Begins.** If you die after distribution has begun under a Custodial Account, the remaining interest under such Custodial Account must continue to be distributed at least as rapidly as under the method of distribution in effect immediately before your death.

**Death Before Payment or Distribution Begins.** If you die before distribution begins under a Custodial Account, the distribution of the entire value of the Custodial Account will be made to your Beneficiary in a single lump sum or such other method as may be permitted by the applicable Custodial Account.

Distributions to a non-spouse Beneficiary must begin no later than one year after the date of the participant's death or such later date as may be permitted by regulations; or if your designated Beneficiary is your Spouse, distributions may be deferred until December 31 of the calendar year in which you would have reached age 72 (age 70½ if you were born prior to July 1, 1949). If you have not elected how a benefit is to be paid before your death, then your Beneficiary must elect a permissible method of distribution no later than the December 31 of the calendar year in which distributions would be required to begin. If no such election is made, this distribution will be automatically made in the form of a single lump sum payment subject to the rules of the Custodial Account. Your Beneficiary may be able to roll over this distribution to another qualified retirement plan.

**Naming Your Beneficiary.** It is very important for you to designate a Beneficiary to receive your benefits under the Plan in the event of your death. You may change your Beneficiary as often as you wish by completing the Beneficiary designation form. You should remember to do so whenever there is a
change in your circumstances (such as marriage, divorce or a death in the family), because your benefit generally will be paid to the person or persons you last designated as Beneficiary, regardless of any change of circumstances which might make such designation otherwise inappropriate. If the person you designate as your Beneficiary dies before you do, he or she will cease to be your Beneficiary. If your Spouse is your Beneficiary and you get divorced, your Beneficiary designation becomes ineffective when the Plan Administrator receives proper documentation evidencing the divorce.

If you are married, your Spouse must consent in writing before a notary public for you to choose a non-spouse for any portion of your benefit. If you are not married, you may designate any person (or persons) as your Beneficiary(ies).

If no Beneficiary designation is in effect at the time of your death, or if no Beneficiary survives you, your death benefit under the Plan will be paid to your surviving Spouse or, if none, to your domestic partner or, if none, to your surviving children (including adopted children) or, if none, to your surviving parents or, if none, to your surviving siblings or, if none, to your estate.

If any Beneficiary dies prior to receiving the Beneficiary’s designated share of your benefit, the Beneficiary’s will receive the designated share. If the deceased Beneficiary did not designate a beneficiary or such designation is no longer effective, the deceased Beneficiary’s share will be distributed as explained in the immediately prior paragraph, but determined with respect to the deceased Beneficiary rather than the Participant.

**DOMESTIC RELATIONS ORDERS**

As a general rule, your interest in the Plan may not be alienated. This means that your interest may not be sold, used as collateral for a loan, given away or otherwise transferred. In addition, your creditors may not attach, garnish or otherwise interfere with your interest in the Plan.

There is an exception, however, to this general rule for a “qualified domestic relations order” or “QDRO.” The Plan may be required by law to recognize certain court-ordered obligations to pay child support or alimony, or to pay all or a portion of your interest in the Plan to your Spouse, former spouse, child or other dependent. The court order must meet certain statutory requirements to be treated as a "qualified domestic relations order" and Emory Clinic has established procedures to determine the validity of any domestic relations order it receives. To obtain a copy of these procedures or more information on qualified domestic relations orders, contact the Benefits Department. You will be notified if Emory Clinic receives a domestic relations order that relates to your interest in the Plan.

**GENERAL PLAN INFORMATION**

The Plan is sponsored by Emory Clinic for its eligible Emory Clinic, Inc. employees. The Employer's address, telephone number and Internal Revenue Service employer identification number is:

Emory Clinic, Inc.
c/o Emory Healthcare, Inc.
Human Resources Benefits Department
1364 Clifton Road, NE
Atlanta, Georgia 30322
Phone: 404-686-6039
Employer Tax ID # 58-2030692
The Employer has assigned Number 001 to the Plan for federal reporting and disclosure purposes. The Plan operates on a calendar year basis and the end of the Plan Year is each December 31.

The Plan is a “defined contribution” plan which is intended to satisfy the requirements under Internal Revenue Code Section 403(b). The Plan is not insured by the Pension Benefit Guaranty Corporation, a governmental agency that insures benefits under certain types of plans, because that agency does not insure the payment of benefits under a defined contribution plan.

You may examine the Plan document and other documents filed by Emory Clinic with the Department of Labor in the Human Resources/Benefits area of Emory Clinic.

ADMINISTRATION OF THE PLAN

The Emory Pension Board serves as the Plan Administrator for the Plan. The Plan Administrator has the exclusive responsibility and complete discretionary authority to control the operation, management and administration of the Plan with all powers necessary to enable it to properly carry out such responsibility and exercise such authority. Thus, the Emory Pension Board has extremely broad powers to interpret the Plan and to make all decisions about eligibility, participation, contributions and benefits under the Plan, as well as about any other questions that come up in the operation of the Plan. The Emory Pension Board may designate in writing other persons to carry out certain of its duties under the Plan.

All correspondence, requests for information and claims concerning eligibility, participation, contributions and other aspects of the operation of the Plan should be in writing and addressed to:

Emory Pension Board
1599 Clifton Road
Atlanta, Georgia 30322

All correspondence, requests for information, claims and service of legal process concerning a particular Custodial Account should be in writing and addressed to:

For Fidelity funds:
Fidelity Investments Institutional Services, Inc.
P.O. Box 1823
Boston, Massachusetts 02105

CLAIMS PROCEDURES

Note: The Plan will disregard the period beginning March 1, 2020 and ending 60 days after the end of the COVID-19 national emergency (the “COVID-19 Extension Period”) when determining whether you have timely filed a claim for benefits or an appeal of an adverse benefit determination under the procedures explained below. This means that the time period for filing a claim or an appeal under these procedures will be suspended during the COVID-19 Extension Period and will begin running again once the COVID-19 Extension Period ends. If you are required to file a claim or appeal on or after March 1, 2020, your deadline for doing so will be extended until at least the end of the COVID-19 Extension Period. For example, assume you received notice of an adverse benefit determination under the Plan on April 15, 2022. If the COVID-19 national emergency ends on November 30, 2022, your deadline to file an appeal of this adverse benefit determination will be January 29, 2023, which is 60 days after the end of the COVID-19 Extension Period.
A claim request to obtain benefits under this Plan must be made pursuant to procedures established by the Plan Administrator. You or your Beneficiary has a right to file a claim, ask if you have a right to any benefits or appeal the denial of a claim.

- **Initial Claims.** If you file a claim, the Plan Administrator will notify you of its decision within 90 days following the date on which the claim is filed. This 90-day period may be extended for an additional 90 days if special circumstances require a longer period for processing the claim. You will be notified before the end of the initial 90-day period if such an extension is necessary.

- **Initial Notice of Denial.** If your claim is denied, the Plan Administrator or Claims Administrator, as applicable, will notify you of its decision in writing. The notice will contain certain information, including the specific reason for the denial, a reference to the specific Plan provisions on which the denial is based, any additional information needed for further review of the claim and an explanation of why such information is necessary, an explanation of the Plan’s claim review procedure and a statement regarding your right to bring a civil action under ERISA after all of the Plan’s review procedures have been satisfied.

- **Appeals of Claims.** You may appeal the denial of a claim in writing no more than 60 days after you receive notice of the denial. The Plan Administrator’s decision will be given to you in writing no later than 60 days after receipt of the request. If special circumstances exist, the review period may be extended an additional 60 days. You will be notified if such an extension is necessary.

- **Review of an Appealed Claim.** During the review period, you will be provided, free of charge, with copies of all documents and information relevant to the claim for benefits. You will also be given the opportunity to submit written comments, documents, records etc. with regard to your claim. In making its determination, the Plan Administrator will consider all information that you submit.

- **Notice of Denied Claim on Appeal.** If your claim is denied on appeal, the Plan Administrator will notify you of its decision in writing. The notice will contain certain information, including the specific reason for the denial, a reference to the specific Plan provisions on which the denial is based, a statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits, and a statement of your right to bring a civil action under Section 502(a) of ERISA.

**Exhaustion of Administrative Remedies.** Before filing any claim, suit or action in court with respect to this Plan, you must first fully exhaust all of your actual or potential rights under the claims procedures provided above by filing an initial claim and then seeking a timely appeal of any denial. These requirements relate to claims for benefits under the Plan and to any other issue, matter, or dispute with respect to the Plan or Plan Administrator (including any plan interpretation or amendment issue). This exhaustion requirement shall apply even if the Plan Administrator has not previously defined or established specific claims procedures that directly apply to the submission and consideration of a particular issue, matter or dispute. After you have filed your initial claim, the Plan Administrator will inform you of any specific claims procedures that will apply to your particular issue, matter or dispute, or it will apply the claims procedures above that apply to claims for benefits.

**Limitation on Actions.** Any action that is filed in court or any other tribunal that relates to the Plan and is filed against the Employer, the Plan Administrator, the Plan, the Trustee or any other fiduciary must be
filed within one year from the date your claim was first incurred. For this purpose, the “date incurred”
means the first date the benefit under the Plan was allocated or the claim otherwise arose. Any other
claims (e.g., a claim that relates to the alleged violation of or interference with an ERISA-protected right)
must be filed within one year of when you knew or should have known of the acts or omissions that are
alleged to give rise to your claim. If you do not bring an action within the one-year time frame referred to
in this paragraph, your action will be null and void and cannot be pursued. Any such action may only be
brought or filed in the United States District Court for the Northern District of Georgia.

Electronic Notices. Any notices pertaining to adverse benefit determinations, either initially or after an
appeal, may be provided by electronic medium.

The Plan Administrator has the exclusive discretionary authority to make all determinations regarding all
claims for Plan benefits, including the eligibility for benefits and the amount of such benefits, and its
decisions on such matters shall be upheld unless the decision is arbitrary and capricious.

Claims for benefits under your Custodial Account should be made in accordance with the claims
procedure of the Vendor that issued the Custodial Account. If the Vendor has no such claims procedure
or you are unable to obtain information on an issuer's claims procedure, you should contact the Plan
Administrator.

STATEMENT OF ERISA RIGHTS

Each participant in the Plan is entitled to certain rights and protections under the Employee Retirement
Income Security Act of 1974, as amended (“ERISA”). No one, including your employer or any other
person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a
benefit or exercising your rights under ERISA. ERISA provides that all Plan participants shall be entitled
to:

- Examine, without charge, at the Benefits Department of Emory Clinic and at other specified
  locations, all Plan documents and copies of all documents filed by the Plan with the U.S. Department
  of Labor, such as detailed annual reports and summary plan descriptions.

- Obtain copies of all Plan documents and other Plan information upon written request to the plan
  administrator. 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.

- Obtain a statement telling you whether you have a right when you reach age 65 (if you terminate
  employment with Emory) to receive benefits under the Plan and, if so, what your benefits would be if
  you stop participation under the Plan now. If you do not have a right to a benefit, the statement will
tell you how many more years you have to work to have a right to a benefit. This statement must be
requested in writing and is not required to be given more than once a year. The Plan must provide the
statement free of charge.

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are
responsible for the operation of the Plan. The people who operate your Plan ("fiduciaries") have a duty to
do so prudently and in the interest of you and other Plan participants and beneficiaries.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request
materials from the Plan and do not receive them within 30 days, you may file suit in a federal court.
such a case, the court may require the plan administrator to provide the materials and pay 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. 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. If it should happen that Plan fiduciaries misuse the
Plan's money, or if you are discriminated against for asserting your ERISA 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 is frivolous.

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any
questions about this statement or about your rights under ERISA, you should contact the nearest area
office of the 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.

SPECIAL DEFINITIONS

For purposes of this summary plan description:

**Affiliate(s)** – means Emory Healthcare, Inc., Emory University (including Emory University Hospital and
Emory University Hospital Midtown), Emory-Children's Center, Inc., Wesley Woods Center of Emory
University, Inc., Emory Specialty Associates, LLC, Emory/Saint Joseph’s, Inc., Emory + Children’s
Pediatric Institute, and DeKalb Regional Healthcare System, Inc. and its subsidiaries.

**Before-Tax Contributions** – means contributions to the Plan from your Compensation which are not
included in your federal taxable income when they are contributed to the Plan, but are included in your
federal taxable income when they are actually distributed to you from the Plan.

**Beneficiary** – means the person or persons you designate in writing in accordance with Plan
Administrator and/or vendor requirements to receive benefits under the Plan in the event of your death.

**Code** – means the Internal Revenue Code of 1986, as amended.

**Compensation** – means for each calendar year (1) the sum of your regular salary from the Employer,
including overtime, bonuses, variable pay, call pay, extra duty pay and differential wage payments (paid
while you are performing qualified military service) or (2) $305,000 (for 2022) (as adjusted for inflation
periodically by the Secretary of the Treasury), whichever is less. If Emory University makes payments as
common paymaster on behalf of Emory Clinic to employees who are concurrently employed by Emory
Clinic and Emory University, those payments are “Compensation” for purposes of determining Employer
Contributions under the Plan. “Compensation” does not include contributions made by the Employer
under this Plan or any other fringe benefit program of the Employer, taxable expense reimbursements,
annual retirement cash payments, 15% gross up pay and income attributable to excess group term life
insurance. However, “Compensation” includes your employee contributions under this Plan and salary
deferrals under an Emory Clinic welfare benefit plan maintained under Code Section 125 except to the
extent such payments or deferrals are not permitted to be included for a particular Plan purpose by the
Code.

**Custodial Account** – generally means an individual custodial account described in Code Section
403(b)(7).
**Employer** – means Emory Clinic, Inc.

**Employer Contributions** – means the contributions made by the Employer on your behalf as described in the “Employer Contributions” section of this SPD.


**Fidelity** – means the designated recordkeeper of the Plan. As recordkeeper, Fidelity takes your direction as a plan participant with regard to investment elections, deferral elections, and requests for exchanges between funds, among other administrative duties.

**Period of Severance** – means the period of time beginning on your Severance from Service Date and ending on the date you first work for the employer again due to reemployment.

**Plan Administrator** – means the Emory Pension Board.

**Roth Contributions** – means contributions which you elect to be treated as Roth Contributions, which are included in your federal taxable income when they are contributed to the Plan and are not included in your federal taxable income when distributed to you from the Plan. In addition, earnings on your Roth Contributions are not included in your federal taxable income when distributed to you from the Plan, provided the distribution occurs after your attainment of age 59½, death or disability, and your Roth account has been open at least five years. Roth Contributions are treated as Before-tax Contributions for most purposes under the Plan.

**Severance from Service Date** – generally means the earlier of the date of your employment termination or the first anniversary of the first date on which you are absent from service (with or without pay) for any reason other than employment termination (for example, due to a leave of absence). However, if you begin a period of absence from service for any reason other than employment termination (for example, due to a leave of absence) and then terminate employment, your Severance from Service Date is the first day of your period of absence from service for any reason other than employment termination (for example, the first day of your leave of absence).

**Vendor** - means Fidelity Investments Institutional Services Company, Inc for each Custodial Account described in Code Section 403(b)(7).

**Year of Service** – means each 12-month period of employment that you complete with Emory Clinic beginning on your employment commencement date and ending on your Severance from Service Date. For purposes of determining your "Years of Service":

- Your first Year of Service is your first 12-month period of employment beginning on the date you are employed and subsequent Years of Service will begin on each anniversary of your employment date.
- Service with Affiliates will be counted as service with Emory Clinic, subject to the Period of Severance rules (discussed below).
- If you are reemployed before you incur a one-year Period of Severance, you will be treated as if you remained employed during the entire Period of Severance.
- Please see the Termination of Employment and Rehire section below for an explanation of how an employment termination impacts Years of Service.

Service Prior to Affiliation with Certain Entities. Subject to the Period of Severance rules described above, your last continuous period of service with the following entities will be credited as service under the Plan: (i) Emory Medical Laboratories, Inc. (formerly known as Emory Medical Affiliates, Inc.)
(“EML”); (ii) Emory Specialty Associates, LLC (“ESA”); (iii) Children’s Healthcare of Atlanta, Inc. (“CHOA”); (iv) effective January 22, 2012, Saint Joseph’s Health System (“SJH”); and (v) effective July 1, 2018, Catholic Health East (“CHE”). Such prior service will only be credited if:

in the case of EML, the Employee was an employee of EML when EML first became an Affiliate;

in the case of ESA, the Employee was an employee, shareholder or member of the practice group when such group transitioned to ESA (or an Affiliate) and the Employee transferred employment directly from such entity to the Employer or an Affiliate at the request of the Employer or Affiliate; and

in the case of CHOA, SJH and CHE, the Employee was employed by CHOA, SJH or CHE on the date immediately preceding the date the Employee transferred to the Employer or Affiliate, and such transfer was initiated by the Employer or Affiliate.

Further, unless specifically provided otherwise, if the Employer or an Affiliate acquires an entity or substantially all of the assets of an entity on or after July 1, 2018, and you were employed by such entity immediately prior to the closing of the acquisition, your last continuous period of service with such entity will be credited as service under the Plan if you become an Employee of the Employer or an Affiliate immediately following the closing of the acquisition.

The service crediting rules are complex, and you should consult the Plan Administrator if you think your Years of Service have not been properly credited.

**NOTE:** Emory Clinic reserves the right to terminate, suspend, withdraw, amend or modify the Plan in whole or in part at any time. Further, Emory Clinic reserves the right to terminate or modify coverage for any group of employees, active or retired and their dependents or a class of dependents at any time.

Human Resources Benefits Department
Atlanta, GA 30322