Promising **FUTURES**



The purpose of this document is to provide you with a summary of the principal provisions of the CSL Behring L.L.C. Deferred Compensation Plan (the "Deferred Compensation Plan") which is maintained by CSL Behring L.L.C. (the "Company") for certain eligible employees. A full, updated copy of the Deferred Compensation Plan is attached to the 2024 plan year enrollment email.

Deferred Compensation Plan – Principal Provisions

- <u>Timing of Deferral Elections for Base Pay</u>. You may elect to defer up to 75% of your base pay (in whole percentages) for a calendar year. You must make the election to defer <u>prior</u> <u>to the year</u> in which the base pay is earned and you must make a new election for each year for which you wish to defer base pay.
- <u>Timing of Deferral Elections for Bonus</u>. You may elect to defer up to 100% (in whole percentages), or a specific dollar amount election, for any performance-based incentive bonus (STI). You must make the election to defer the bonus <u>prior to the performance</u> <u>period for which the bonus is paid</u> and you must make a new election for each year for which you wish to defer your bonus.
- <u>Eligibility</u>. You are eligible to participate in the Deferred Compensation Plan as long as you are designated by the Company, or any other entity authorized by the Company.
- <u>Deferral Election upon Initial Eligibility</u>. If you first become eligible to participate in the Deferred Compensation Plan during a calendar year, you must make your elections during the designated enrollment period (within 30 days of the date you first became eligible to participate). This election is to defer up to 75% of your base pay and will only apply to future services performed during the calendar year in which you are initially eligible.
- <u>Employer Contributions.</u> Your employer, at its discretion, may make additional contributions to your notional account under the Deferred Compensation Plan.
- <u>Investments</u>. You may direct the Plan Administrator to invest your notional account in one or more of the investment options made available under the Deferred Compensation Plan. Your notional account will be credited with earnings and losses based on the hypothetical investment of your account in the investment options you select.
- <u>Timing and Form of Payment</u>. At the time you make the election to defer compensation (either base pay or bonus), you must also designate when your deferred compensation (and any attributable notional investment earnings) will be distributed.

The Deferred Compensation Plan permits a distribution upon:

- 1) your separation from service or,
- 2) a specified date that is **at least four years** after the first day of the plan year in which the election relates.

Note: When you enroll in the Plan and make your deferral elections, you must also make your distribution elections, which establish when and how you will receive your plan distributions. Tax withholding for distributions may be updated by completing the W4 with what tax percentage you would like to come out of your distributions via www.netbenefits.com

For example, if you elect in 2023 to defer amounts that are earned in 2024, you may elect to receive such amounts upon your separation from service or upon a specific date not before January 1, 2028.

At the time you make a deferral election, you must also elect the form in which deferred amounts are to be distributed – a lump sum or installment payments. **Payment will be in the form of a lump sum payment, regardless of election, if you meet** <u>either</u> of the following criteria:

- If you separate from service with the company prior to retirement (age 55 and 60 months of service) or your specified in-service withdrawal date.
- Your account balance is **less than \$50,000** at the time of your separation from service.

Payment will be delayed for 7-8 months following your separation from service if you are designated as a Key Employee (see the following section).

If you are deceased, your entire account balance will be paid to your beneficiary(ies) as a lump-sum payment.

- <u>Key Employees</u>. "Key Employees" are generally defined as employees in Level 9 or above or IPE Class 55 or above. If you are classified as "Key Employee" at the time you separate from service, the payment of any deferred amounts that you have elected to receive upon your separation from service will be delayed 7-8 months following your separation. Please note that as an eligible employee, you are most likely also designated as a Key Employee.
- <u>Vesting</u>. You are always 100% vested in your notional account balance.
- <u>Death Benefit</u>. If you pass away, your entire notional account balance will be distributed to your beneficiary(ies) in a lump sum payment.
- <u>Plan Assets</u>. Unlike a section 401(k) plan where plan assets are held in trust for the exclusive benefit of plan participants and beneficiaries, benefits under the Deferred Compensation Plan are subject to the claims of creditors of the Company.
- <u>401(k) Contributions.</u> The compensation deferred to the Deferred Compensation Plan is **NOT** counted for purposes of determining contributions under the 401(k) Plan.
- <u>Tax Withholding</u>. The Employer shall have the right to deduct from all payments or deferrals made under the Deferred Compensation Plan any tax required by law to be withheld.

This document is intended to provide you with a summary of the principal provisions of the Deferred Compensation Plan. It is not intended as a replacement for the plan document; please consult the plan document for all of the Deferred Compensation Plan's terms. In the event of any conflict between this memo and the terms of the plan document, the plan document will always govern. Please consult your financial adviser as to whether and to what extent you should participate in the Deferred Compensation Plan.