
S&P Global

Summary Plan Description

The 401(k) Savings and Profit Sharing Plan of S&P Global Inc. and Its Subsidiaries

The effective date of this summary plan description is January 1, 2025, unless otherwise noted.

If this Summary Plan Description (SPD) has been delivered to you by electronic means, you have the right to receive a written SPD and may request a copy of this SPD on a written paper document at no charge by contacting the plan administrator (contact information is provided in [Plan Sponsor](#) within this SPD).

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Introduction

S&P Global Inc. (“S&P Global” or “Plan Sponsor”) maintains The 401(k) Savings and Profit Sharing Plan of S&P Global Inc. and Its Subsidiaries (the “Plan”). See [Eligibility and Enrollment](#). The Plan is intended to provide you with an additional source of income for your retirement years.

This document is a summary plan description (“SPD”). Capitalized terms used in this SPD that are not otherwise defined will have the meaning given to such terms in the Plan. Unless otherwise stated, this SPD describes the terms of the Plan in effect on January 1, 2025, unless otherwise noted. You may be subject to different rules if you terminated your employment before January 1, 2025. Effective May 1, 2013, The McGraw-Hill Companies, Inc. changed its name to McGraw Hill Financial, Inc. Effective April 27, 2016, McGraw Hill Financial, Inc. changed its name to S&P Global Inc. Accordingly, this Plan was known prior to May 1, 2013, as The 401(k) Savings and Profit Sharing Plan of The McGraw-Hill Companies, Inc. and its Subsidiaries and this Plan was known prior to April 27, 2016, as The 401(k) Savings and Profit Sharing Plan for Employees of McGraw Hill Financial, Inc. and its Subsidiaries. The Plan is a continuation of the Savings Incentive Plan of The McGraw-Hill Companies, Inc. and Its Subsidiaries (the “Predecessor SIP”) and the Employee Retirement Account Plan of McGraw-Hill Companies, Inc. and Its Subsidiaries (the “Predecessor Profit Sharing Plan”), which was merged into the Plan as of December 31, 2005. This Plan is also a continuation of the Standard & Poor’s 401(k) Savings and Profit Sharing Plan for Represented Employees (the “Standard & Poor’s Plan”), which was merged into the Plan effective March 26, 2018. The Standard & Poor’s Plan was a continuation of the Standard & Poor’s Savings Incentive Plan for Represented Employees (the “Predecessor Guild SIP”) and the Standard & Poor’s Employee Retirement Account Plan for Represented Employees (the “Predecessor Guild Profit Sharing Plan”), which were merged into the Standard & Poor’s Plan as of December 31, 2007. The IHS Markit 401(k) Plan was merged into this Plan effective January 1, 2023.

S&P Global Inc. sponsors the Plan to provide you with retirement and other benefits. The Plan covers Eligible Employees of S&P Global and its Affiliates, and other adopting employers that are not Affiliates that have adopted the Plan with S&P Global’s consent (each, including S&P Global, a “Participating Employer” and, together, the “Company”). The Plan is a tax-qualified plan that meets the requirements of the Internal Revenue Code Section 401(a) and the Employment Retirement Income Security Act of 1974 (“ERISA”).

Key Terms

Affiliate means each Participating Employer and all of its “related” entities (i.e., “controlled group” members, all commonly controlled trades or businesses, or affiliated service groups, and any other entity required to be aggregated with a Participating Employer under applicable Internal Revenue Code rules).

A **Non-Participating Employer** is a division or subsidiary or other “related” entity of a Participating Employer that has not adopted or is not eligible to adopt the Plan.

As of January 1, 2025, the following entities are Participating Employers:

- Automotive Mastermind
- CARFAX, Inc.
- Chart IQ, Inc.
- The Climate Service, Inc.
- IHS Global, Inc.

- Kensho Technologies, Inc.
- Market Scan Information Systems Inc.
- Markit North America, Inc.
- MarkitSERV, LLC
- Panjiva, Inc.
- Petroleum Industry Research Associates, Inc.
- Private Market Connect
- S&P Dow Jones Indices LLC (including its subsidiary S&P Opco, LLC)
- S&P Global Inc.
- S&P Global Market Intelligence
- Standard & Poor's Financial Services LLC

As of January 1, 2016, the Plan was amended to reflect that it was a “multiple employer plan” as described in Section 413 of the Internal Revenue Code because at least one of the Participating Employers does not have sufficient common ownership with S&P Global to be considered “related” to S&P Global under the Internal Revenue Code. While a detailed explanation of multiple employer plans is beyond the scope of this SPD, there are certain rules regarding plan administration of a multiple employer plan that may have an impact on you as a Plan participant or an employee eligible to participate in the Plan, which are noted in various subsections of this SPD titled “Effect of Being a Multiple Employer Plan.”

Participating Employers are bound by the terms of the Plan as established by S&P Global. The terms of the Plan are complicated. This SPD is intended to explain the principal terms of the Plan in non-technical language. The complete terms and conditions of the Plan are described in the official Plan document and Plan’s trust agreement (the “Governing Documents”). Where the SPD (or any oral or other written representation including any Summary of Material Modification (“SMM”) to this SPD) and the Governing Documents vary in the description of the Plan, the terms of the Governing Documents govern. No benefits shall be paid based on the terms of this SPD, unless such benefits are provided under the terms of the Governing Documents. Of course, you may examine the complete Governing Documents on which this summary is based. A copy of the Governing Documents is on file in the S&P Global Benefits Service Center and may be inspected during regular business hours and obtained upon written request of the Plan Administrator.

Participation in the Plan is not an offer or guarantee of employment or an employment contract.

S&P Global reserves the right to change, amend, suspend, terminate or merge the Plan, or terminate any of the benefits referenced in this SPD at any time and for any reason without prior notice or consent, in accordance with applicable law.

The Plan is not a contract between the Company and any other person and is not consideration, or an inducement, for the employment of any person by the Company. Nothing in the Plan gives any person the right to be retained in the service of any employer or interferes with the right of the Company to terminate the service of any employee at any time.

The terms “you” and “your” as used in this document refer to an employee of the Company who otherwise meets all applicable eligibility and participation requirements under the Plan. Receipt of this document does not guarantee that the recipient is in fact a participant in the Plan or otherwise eligible for benefits under the Plan.

This SPD contains important information about the Plan provisions that are applicable to Plan participants, Designated Beneficiaries and Alternate Payees. However, not all of these provisions apply to everyone who receives this SPD. Terms not defined in the text of this SPD are defined in the Plan document.

Inclusion of the S&P Global Stock Fund as an Investment Option in the Plan. See [Investment Options](#).

This SPD and the financial data relating to investment fund performances – available online at www.netbenefits.com or by calling 1-800-835-5095 – constitute part of a prospectus covering securities that have been registered under the Securities Act of 1933 in connection with The 401(k) Savings and Profit Sharing Plan for Employees of S&P Global Inc., as it may be amended from time to time.

The Plan Administrator will provide without charge to each employee who is a participant in the Plan, upon written request, a copy of any and all of the information that has been incorporated by reference into this SPD (other than exhibits to such documents, which are not specifically incorporated by reference). Such written requests should be addressed to the Plan Administrator.

Employees of an Acquired Company

Certain transition rules or other special provisions may apply to you if you were an employee of a company that was acquired by the Company or merged with a Company affiliate. If you have questions regarding which special provisions apply to you, visit www.netbenefits.com or call Fidelity at 1-800-835-5095.

Eligibility and Enrollment

Who Is Eligible

You may participate in the Plan if:

- You are an Eligible Employee. To be an “Eligible Employee” you must be an employee of the Company (that is, the Company withholds employment and other taxes from your wages under Section 3401 of the Internal Revenue Code). An “Eligible Employee” must also not be in one of the groups listed under [Individuals Not Eligible](#); and
- You meet the following requirements:
 - For purposes of making before-tax, Roth and after-tax contributions, and for purposes of receiving employer matching contributions and non-elective employer contributions, you may begin participating as soon as practicable after you have completed the enrollment process or have been automatically enrolled.
 - For purposes of receiving profit sharing contributions, you may begin participating as soon as practicable after you have met the following age and service requirements:
 - You are at least 21 years old;
 - You complete at least one year of [Continuous Service](#); and
 - If you are a Non-Guild Eligible Employee, your date of hire (or your most recent date of rehire) with the Company was prior to November 1, 2021.*
 - If you are a Guild-Represented Eligible Employee who satisfies the age and Continuous Service requirements on or before December 31, 2023, you will begin receiving profit sharing contributions regardless of your date of hire and all of your Hours of Service will be counted towards those contributions. Guild-Represented Eligible Employees hired on or after January 1, 2024 are not eligible for profit sharing contributions.
 - You are also eligible to participate in the Plan to make deferral contributions if you are a “long-term part-time” employee, which, beginning in 2025, means you worked 500 – 999 hours of service every 12-month eligibility period over two consecutive years. Your 12-month eligibility period begins on your date of hire and ends on your hire date anniversary. If you are a long-term part-time employee, you are not eligible to receive employer matching contributions, profit sharing contributions, or employer non-elective contributions. You may enter the Plan earlier in certain circumstances if you are no longer a “long-term part-time” employee.

* Important Note for Acquired Employees: If you became a Non-Guild Eligible Employee through an acquisition that was on or after November 1, 2021, you are not eligible for profit-sharing contributions.

* Important Note for Transferred Employees: If you are a Non-Guild Eligible Employee (1) whose date of hire or most recent date of rehire prior to November 1, 2021 was with S&P Global or another Participating Employer that participated in the Plan prior to November 1, 2021, and (2) you transferred employment to a Participating Employer that was acquired by the Company on or after November 1, 2021, you will continue to receive profit-sharing contributions, if any, after the date of such transfer of employment.

* If you are an Eligible Employee who is represented by a collective bargaining agreement between Standard & Poor’s Financial Services LLC and the NewsGuild of New York, Local 3001, you are a “Guild-Represented Eligible Employee”. If you are an Eligible Employee who is not a Guild-Represented Eligible Employee, you are a “Non-Guild Eligible Employee.”

Individuals Not Eligible

You are not an Eligible Employee, regardless of your age or years of Continuous Service, if you are:

- An employee of a Non-Participating Employer;
- Subject to a collective bargaining agreement, unless that agreement specifically permits employees subject to the agreement to participate in the Plan;
- Employed by the Company outside the U.S., unless despite working outside the U.S. you are paid through a U.S. payroll and receive U.S. benefits;
- A nonresident alien who receives no U.S. income from the Company;
- An employee who transferred to employment with the Company from employment with an Affiliate located outside of the U.S. and continues to be covered by a retirement plan of such Affiliate;
- Classified or considered by the Company as a “leased employee,” “independent contractor,” “consultant,” “temporary worker,”* “contract worker,” “special worker,” “project worker,” “on-call,” “freelance worker,” or “intern”* as evidenced by the payroll practices or records of the Company, or by a written or oral agreement or arrangement with you or with another organization under which you are regarded as an independent contractor or the employee of someone other than the Company (such as a leasing organization). If you are in one of these classifications, you are not an Eligible Employee even if you may be treated as an employee under common law principles or your classification is challenged, changed, or upheld by the Company or any court or other governmental authority, and regardless of how you may be treated by the Company for other purposes (such as employment tax purposes, including the withholding of taxes under section 3401 of the Internal Revenue Code);
- Performing services for the Company under an agreement or arrangement with you or with another organization under which you are treated as an independent contractor or an employee of an entity other than the Company, in each case, regardless of whether you are treated as a common-law employee or such treatment is subsequently challenged or changed by any court or governmental authority;
- An individual who performs services for the Company under an agreement or arrangement with you or with another organization that provides your services to the Company, that states that you are not eligible for participation in the Plan;
- Acting only as a member of the Board of Directors; or
- Acting only as freelance talent or talent hired on a fee-per-occasion basis.

* Important Note for Acquired Employees who are employed by CARFAX, Inc.: Notwithstanding the above, if you are classified as a “temporary worker” or an “intern,” and you were enrolled to participate in the IHS Markit 401(k) Plan on or after January 1, 2020, you were eligible to continue to participate in the Plan until December 31, 2023, or until you subsequently moved into an Eligible Employee category and you elect to participate.

Enrolling to Participate in the Plan

When you become an Eligible Employee, you may enroll by making an election in accordance with rules provided by the Plan Administrator. You may make an initial election or elect to suspend, subsequently resume or change the amount of your tax-deferred contributions, Roth contributions and after-tax contributions at any time, but such change will generally be effective within one to two payroll periods from when your election is received by the Plan Administrator. To make an election, visit www.netbenefits.com or call 1-800-835-5095 and ask to speak with a representative.

Automatic Enrollment

If you do not affirmatively elect to participate, you will be automatically enrolled in the Plan. If you affirmatively elect a 0% contribution rate, you will not be automatically enrolled in the Plan. If you are automatically enrolled, 4% of your [Eligible Pay](#) will be automatically deducted from your [Eligible Pay](#) beginning approximately 35 days after you first become an [Eligible Employee](#) and will be contributed to the Plan as before-tax contributions.

If you are automatically enrolled and do not wish to continue participating in the Plan, you must change the 4% contribution rate to 0%. Alternatively, if you wish to contribute an amount other than 4% as before-tax contributions or wish to make Roth or after-tax contributions, you must change the contribution rate to the amount or amounts that you want.

Designated Default Investment Option for Automatic Enrollment

If you are automatically enrolled in the Plan, you will be prompted to select investment elections for your future employee and employer contributions. If you do not make an investment election, your future contributions (and earnings) will be deposited into the age-appropriate target retirement fund, the Plan's designated default investment option. You have the right to transfer out of the designated default investment option to another Plan investment option(s) at any time. See [Default Investment Option](#) for more information about the Plan's Qualified Default Investment Alternative and how to obtain information about other plan investment options.

90-Day Withdrawal Request for Automatic Enrollment

Beginning in 2025, you can request by calling the number above within 90 days after you have been automatically enrolled in the Plan, that any automatic before-tax contributions of your [Eligible Pay](#) (adjusted for gains and losses) be returned to you. If you elect to withdraw automatic enrollment contributions, you will receive any before-tax contributions made to the Plan and will forfeit any matching employer contributions related to these automatic enrollment contributions. The before-tax amounts that are returned to you must be treated as taxable income in the year in which you receive the amounts, but the returned amounts are not subject to the 10% tax that normally applies to early distributions from retirement plans, even if you receive this distribution prior to age 59 ½. This withdrawal request does not apply to automatically increased contributions, which are explained further below.

If you elect this withdrawal, you will be treated as also electing to unenroll in the before-tax contributions in the Plan and make no further before-tax contributions unless you have indicated otherwise. You may choose to continue to restart these contributions at any time through [NetBenefits](#) or by calling Fidelity at 1-800-835-5095.

Automatic Escalation of Contribution Percentage

Regardless of when you were or are automatically enrolled in the Plan, beginning in 2025, if you take no action, your 4% contribution rate will increase annually by 1% (each January) until your contribution rate equals 10% of your [Eligible Pay](#). (Prior to 2025, the automatic escalation rate was 6%.)

You can opt out of the annual 1% automatic increase by electing 0% for the automatically increased rate. You are also free to increase (or decrease) your contribution rate (including the increased rate), as well as elect to discontinue these contributions altogether, at any time. If you do not wish to make tax-deferred contributions of your [Eligible Pay](#), you must change the 4% contribution (or the automatically increased rate) to 0%.

This new automatic escalation rate applies even if your current elections were automatically increased to 6%.

Example: You were automatically enrolled in the Plan in 2022 at the rate of 4% and took no action to change this election. Your 2023 and 2024 elections were each automatically increased by 1% so your 2024 election rate was 6%. Your 2025 contribution rate automatically escalated to 7% and, thereafter, will increase by 1% each January, until your contribution percentage reaches the pre-tax contribution of 10% of [Eligible Pay](#) or you change your election.

Example: You were automatically enrolled in the Plan in 2023 at the rate of 4% and took no action to change this election. Your 2024 election was automatically increased to 5%. Your 2025 contribution automatically escalated to 6% and, thereafter, will increase by 1% each January, until your contribution percentage reaches the pre-tax contribution of 10% of [Eligible Pay](#) or you change your election.

For more information on changing your contributions, see [Changing Your Contributions](#).

Fidelity Annual Increase Program

The *Fidelity Annual Increase Program*, while similar in its effect to automatic escalation, is a separate, voluntary feature. Any increases under this program are entirely at your discretion. If you choose to participate in this program, you can elect to have your deferral percentage of your [Eligible Pay](#) increased by 1%, 2%, or 3% each year on the date that you select. Certain IRS and Plan limits may affect the amount you may contribute to your Plan Account. You may end your participation in the *Annual Increase Program* at any time and your decision will be implemented generally within 1 to 2 pay periods. For more information about the *Annual Increase Program*, visit www.netbenefits.com or call Fidelity at 1-800-835-5095.

Enrollment Information, Password, Website and Phone Number

If you are eligible for the Plan, you will have online access to a brochure with an overview of the Plan and information on setting up your user ID and password on The 401(k) Savings and Profit Sharing Plan of S&P Global and Its Subsidiaries website www.netbenefits.com. Once you access the site, you can designate the percentage of pay you want to contribute and how you want your savings to be invested. Visit www.netbenefits.com or call Fidelity at 1-800-835-5095.

Once you are enrolled in the Plan, you will receive an email to guide you to online quarterly account statements that include information about your contributions to the Plan and the performance of the investment options available under the Plan, as well as other important information about your Plan account.

Please keep in mind that your password can be used to access your personal account information and request transactions such as withdrawals and distributions. It is also your legal signature for all Plan transactions, so you should be sure to maintain the confidentiality of that information. You should verify that your email address and permanent address on file are up to date, especially if you recently moved, were divorced or separated from your Spouse. This is important to protect your privacy because Plan communications, including but not limited to, account statements, legally required communications, confirmation statements and temporary password requests, may be mailed to the permanent address on file at the Plan.

It is important that you take precautions to keep your login credentials and personal information confidential and maintain good online safety habits. For tips on cybersecurity, see [Your](#)

[Responsibilities](#). Identify theft and cybersecurity attacks are an increasing problem. Your Plan accounts may not be insured against losses attributable to identify theft or losses resulting from unauthorized access. A loss may be protected under the [Fidelity Customer Protection Guarantee](#). Refer to the [Fidelity Customer Protection Guarantee](#) for more information about how you can keep your benefits safe and to see when the Fidelity Customer Protection Guarantee will reimburse losses due to fraud when you take steps to help us protect your account.

Eligible Pay

“Eligible Pay” for certain purposes as described in this SPD is the compensation defined as “Earnings” in the Plan that you receive from the Company during a calendar year, subject to certain exceptions listed below.

“Eligible Pay” consists of:

- Base salary, regular pay, commissions, overtime pay, premiums paid in cash, shift differential pay, and any before-tax contributions you may make to pay for health care coverage or to the Health Care or Dependent Care Flexible Spending Account, the Transportation Benefits Program, and the Plan; plus regularly received talent fees, commissions and/or other incentive compensation paid on a formula basis.

AND

- Any annual short-term incentive (“STIC”) award paid to you in cash. STIC award includes payments classified in payroll as “Audit Incentive Plan,” “BBIP,” “Incentive Plan,” “Management Incentive,” “Recognition Bonus (annual),” “Short Term Incentive,” “SPAIC” and “Senior Analytical Incentive” awards.*

** Beginning January 1, 2025, “Eligible Pay” for purposes of the 2% non-elective employer contributions only will exclude STIC for Non-Guild Eligible Employees and will include STIC for Guild-Represented Eligible Employees.*

“Eligible Pay” does **not** include:

- Bonuses (other than STIC awards except as noted above for the 2% non-elective employer contributions), holiday gifts or any executive incentive compensation (other than short-term incentive compensation paid to you in cash and not deferred), amounts paid under a separation pay or severance plan of the Company or amounts paid following the end of the month following the month in which your employment with the Company terminates.

AND

- Any amount that exceeds the IRS annual compensation limit, which is adjusted from time to time. This limit is referred to in this SPD as the “IRS Annual Compensation Limit.” For 2025, the IRS Annual Maximum Compensation Limit is \$350,000.

Naming a Beneficiary

You need to name a beneficiary, or beneficiaries, to receive your Plan Account (as defined in [Plan Contributions and Contribution Limits](#)) if you die before the balance in your Plan Account is paid to you.

You may name as your beneficiary a charity, any living person or a trust on behalf of any living person. However, if you are married, your Spouse is automatically your beneficiary.

Key Term

Your **Spouse** is the individual to whom you are legally married for federal tax purposes.

To name someone other than your Spouse as your primary beneficiary, you must obtain your Spouse's written, notarized consent. If you name a non-Spouse as your beneficiary and are later married, your new Spouse automatically becomes your beneficiary unless you have your new Spouse's written, notarized consent to name someone else.

If you submitted a beneficiary designation form naming your Spouse as your beneficiary, and you and that Spouse subsequently divorce, your former Spouse will remain your named beneficiary. If you wish to change your named beneficiary from your former Spouse to anyone else (including, for example, your current Spouse if you remarry), you must submit a new named beneficiary designation. If you remarry and choose to name anyone other than your current Spouse as your new beneficiary, your current Spouse must provide written notarized consent to the new beneficiary designation.

If you name more than one beneficiary, your benefit will be divided equally among all named beneficiaries unless your designation provides otherwise.

If your beneficiary is a minor or someone who lacks capacity to handle his/her own affairs, your benefits will be paid to the minor's guardian, or to another person designated by the Plan Administrator, for the benefit of such minor. Any payment made to a guardian or designated individual on behalf of a minor or individual who lacks capacity will discharge the Plan from any further liability for making such payment.

No beneficiary may receive a fractional percentage of your benefit (only whole percentages).

To designate a beneficiary, contact Fidelity at 1-800-835-5095 or visit www.netbenefits.com. Your designation must be on file with the Benefits Center on the date of your death for the designation to be effective. Beneficiary designations and changes are only valid if they are made in the manner required by the Plan Administrator.

If you die without having named a beneficiary or if the beneficiary you named predeceases you, your vested Plan Account is automatically paid in the following order:

- To your surviving Spouse, if any;
- If no surviving Spouse, divided equally among your surviving children, if any;
- If none of the above individuals survive you, divided equally between your surviving parents, if any;
- If none of the above individuals survive you, divided equally among your surviving siblings, if any; and
- If none of the above individuals survive you, to your estate.

Changing Your Beneficiary

You may change your beneficiary at any time by visiting www.netbenefits.com or by calling Fidelity at 1-800-835-5095. To change your beneficiary, please follow the process noted above for designating a beneficiary. If you have a Spouse at the time you change your beneficiary,

remember that you need your Spouse's written, notarized consent to name anyone other than your Spouse as your primary beneficiary.

To ensure that, in the event of your death or divorce, the assets in your Plan Account are distributed in accordance with your wishes, it is important to keep your beneficiary form for the Plan up to date.

A beneficiary designation dated prior to December 31, 2005 (December 31, 2007, if you are a Guild-Represented Eligible Employee) will not apply to your entire Plan Account (as defined in [Plan Contributions and Contribution Limits](#)). If you designated a beneficiary (in accordance with [Naming a Beneficiary](#)) prior to December 31, 2005 (December 31, 2007, if you are a Guild-Represented Eligible Employee) with respect to the Predecessor SIP, and do not make a subsequent beneficiary designation, that designation will apply to your after-tax sub-account, Roth sub-account, before-tax sub-account, employer matching sub-account, and rollover sub-account only. That designation will not apply to the assets in your profit sharing sub-account or employer non-elective contribution sub-account, as applicable.

If you designated a beneficiary (in accordance with [Naming a Beneficiary](#)) prior to December 31, 2005, with respect to the Predecessor Profit Sharing Plan (or December 31, 2007, with respect to the Predecessor Guild Profit Sharing Plan), and do not make a subsequent beneficiary designation, that designation will apply to your profit sharing sub-account. It will not apply to the sub-accounts for other types of contributions. For more information on your Plan Account and sub-accounts, please refer to [Plan Contributions and Contribution Limits](#).

Beneficiary designations made subsequent to December 30, 2005 (or December 31, 2007, with respect to the Predecessor Guild Profit Sharing Plan) will apply to your entire Plan Account, and cannot apply separately to your profit sharing, after-tax, tax deferred, employer matching, employer non-elective or rollover sub-accounts.

Continuous Service and Breaks in Service

Continuous Service

For the purposes of eligibility for the Plan and vesting, a year of “Continuous Service” is a period of 12 consecutive months – beginning on your date of employment (or the anniversary of your employment date) – in which you are credited with at least 1,000 hours of service with for the Company. (Special rules may apply if you joined the Company through a merger, acquisition or other organizational transaction.) For rules regarding when time during a Disability Leave, Military Leave, Parental Leave, Family and Medical Leave, or another Leave of Absence is counted as Continuous Service, and not as a break in service, refer to [If You Are on a Leave of Absence](#).

Counting Hours of Service

To determine how many hours of service you are credited with, the Plan uses the following rules:

- If you are an employee of the Company for whom the rate of pay in the books and records of the Company is an hourly rate of pay, you receive credit of one hour of service:
 - For every hour that you work for the Company; and
 - For every hour when you do not work but are approved to receive pay by the Company (for example, an hour of paid vacation).
- If you are an employee of the Company for whom the rate of pay in the books and records of the Company is not an hourly rate of pay, you receive credit of 190 hours of service:
 - For each month during which you work at least one hour for the Company; and
 - For each month when you do not work but are approved to receive pay by the Company (for example, when you receive pay from the Company during your vacation).
- For purposes of vesting only, you will be credited with hours of service in accordance with the rules above in this section of the SPD entitled “Counting Hours” on this page while you are receiving installment payments under a separation pay or severance plan sponsored by the Company.

Breaks in Service and Reemployment

If you are credited with 500 hours of service or less in any period of 12 consecutive months beginning on the date you are hired by the Company or any anniversary of your date of hire, and your employment with the Company is terminated, a break in service occurs.

However, a break in service does not occur if your employment with the Company is not terminated and if the reason you were credited with 500 hours of service or less is that you were on an approved leave of absence. Please refer to [If You Are on a Leave of Absence](#).

If your employment with the Company terminates and you are later rehired by the Company, the period between your termination and your reemployment may result in a break in service (because you may have worked 500 hours or less in the 12 consecutive months following the anniversary of your employment). Upon your rehire following a break in service, you will receive credit (for eligibility and vesting in profit sharing contributions) for your Continuous Service prior to your termination with the Company.

Plan Contributions and Contribution Limits

There are several types of contributions that can be made to the Plan:

- Before-tax contributions;
- After-tax contributions;
- Roth contributions;
- Catch-up contributions;
- Employer matching contributions;
- Employer non-elective contributions;
- Profit sharing contributions; and
- Rollover contributions (before-tax and/or Roth).

Key Terms

Your total contributions to the Plan and the gains and losses on such contributions are credited to an account in your name, which is referred to in this SPD as your **Plan Account**.

Annual Account Limit, in any given calendar year, is the total of all contributions to your Plan Account (excluding catch-up contributions and rollover contributions), any forfeitures that may be allocated to your Plan Account, and any contributions by you or on your behalf to another plan sponsored by the Company or an Affiliate that is comparable to the Plan cannot exceed the IRS limit applicable to that year. This limit is adjusted from time to time. For 2025, the Annual Account Limit is \$70,000.

Each type of contribution, including the gains and losses on such contributions, is separately accounted for. In this SPD, we will refer to your before-tax sub-account and Roth sub-account (each of which includes catch-up contributions), after-tax sub-account, employer matching contribution sub-account, profit sharing sub-account, employer non-elective contribution sub-account and rollover sub-account to refer to the Plan's separate accounting.

Your Before-Tax, Roth and After-Tax Contributions

You may choose to direct from 1% to 60% of your [Eligible Pay](#) into the Plan on a before-tax and/or Roth basis or after-tax basis, or any of these options combined, subject to IRS limits on total contributions that can be made to a plan during a year. However, if you are a "highly compensated employee" your after-tax contributions for a year are limited to:

- 3% of your [Eligible Pay](#) if you are a Non-Guild Eligible Employee; or
- 4% of your [Eligible Pay](#) if you are a Guild-Represented Eligible Employee.

In addition, if you will reach age 50 by December 31 of the Plan year, you may make an additional before-tax or Roth catch-up contribution up to IRS limits on total contributions that can be made to a plan during a year. Catch-up contributions are not subject to the Plan's limit on contributions of up to 60% of your [Eligible Pay](#).

If you are eligible to receive an annual short term incentive compensation ("a STIC") award, you must elect a deferral contribution percentage for this compensation to contribute your STIC award into the Plan. Your deferral contribution percentage for your STIC award can be different from the deferral contribution percentage for your regular payroll contribution of pay. You will need to visit www.netbenefits.com or call Fidelity at 1-800-835-5095 to elect a deferral contribution percentage for your STIC award. You must make a separate election from your regular payroll contribution if you want a portion of your STIC award contributed to your account. Unless you make a new separate election to contribute your STIC award into the Plan for a Plan

year, the Plan will use your deferral contribution percentage that it used for the STIC award the prior Plan year. In other words, your STIC award deferral contribution percentage will remain in effect until you change it. If you have never elected a deferral contribution percentage for a STIC award under this Plan, your deferral contribution from the STIC award will be \$0, except that any catch-up contributions that you elected will continue to be made from your STIC award. If you made a separate bonus election while a participant in the IHS Markit 401(k) Plan, your election was transferred to this Plan and will stay in effect for any STIC award until you change it. You may not make after-tax contributions from your STIC award.

As described in [How to Elect Catch-up Contributions](#), catch-up contributions must be made in a separate election. Catch-up contributions will be withheld from any STIC award in the percentage elected for your catch-up contributions and will continue to be withheld from your STIC award regardless of your separate STIC award/bonus election (and even if that STIC award/ bonus election is 0%).

It is your responsibility to verify your elections prior to the distribution of a STIC award to ensure you have the exact election you requested.

It is possible that some or all of your after-tax contributions may have to be returned if you are considered a highly compensated employee. You will be notified if this limit affects you.

Key Terms

A Highly Compensated Employee is someone who had compensation from the Company during the prior Plan Year that exceeds a designated dollar limit (which is adjusted periodically for inflation).

For 2025, anyone who had 2024 compensation from the Company in excess of \$155,000 is considered a highly compensated employee. Compensation for purposes of determining who is considered a highly compensated employee is a very detailed definition set forth in the Treasury Regulation section 1.415(c)-2(d)(4), and is different from the Eligible Compensation used to determine contributions to this Plan. For example, compensation for purposes of Treasury Regulation section 1.415(c)-2(d)(4) includes income attributable to the vesting of equity awards, such as restricted stock or performance shares, while Eligible Compensation does not.

The **Participant Contribution Limit**, which is adjusted from time to time, is the amount of your before-tax and Roth contributions that are subject to an annual limit imposed by the IRS. In 2025, the Participant Contribution Limit is \$23,500.

Your contribution election must be in 1% increments. These contributions go directly from your [Eligible Pay](#) into the Plan and will be placed in either your before-tax sub-account, your Roth sub-account or your after-tax sub-account. In addition, you may make after-tax contributions (but not before-tax contributions) in a lump sum at any time, subject to Plan limits.

Subject to the Participant Contribution Limit, Annual Account Limit, and to the 3% limit (4% limit for Guild-Represented Eligible Employees) on after-tax contributions by highly compensated employees, you can divide the 60% maximum between before-tax, Roth and after-tax contributions. For example, you could choose to contribute 10% of your [Eligible Pay](#) and split that 10% into 4% before-tax contributions, 3% Roth contributions and 3% after-tax contributions.

If you reach the Participant Contribution Limit during the year, your before-tax and/or Roth contributions will be automatically discontinued. Ordinarily, deductions from your [Eligible Pay](#) for before-tax and/or Roth contributions will resume during the first pay period of the following calendar year under the same terms as your previous payroll instructions, unless you change your election.

The Participant Contribution Limit applies to the amount you contribute on a before-tax and/or Roth basis to all similar plans during the calendar year. If you have contributed to another similar plan in the same year you begin to participate in the Plan, you should monitor your before-tax and/or Roth contributions to the Plan so you do not exceed the Participant Contribution Limit.

If you exceed the Participant Contribution Limit and notify Fidelity at **on or before March 1** following the taxable year in which the excess contributions are made, the Plan Administrator will make reasonable efforts to return such excess deferrals, adjusted for earnings, by April 15 of such taxable year.

When you reach the Participant Contribution Limit, you may, subject to the 3% limit (4% limit for Guild-Represented Eligible Employees) on after-tax contributions by highly compensated employees, elect to begin, or to continue to make after-tax contributions, until you reach the Annual Account Limit for the year. Please refer to [Changing Your Contributions](#) for more information. If you do change your election to after-tax contributions, you will have to change it back to before-tax and/or Roth contributions in order to make before-tax contributions during the following Plan year.

If your [Eligible Pay](#) changes during the year, the dollars contributed to your Plan Account will also change, since your election to contribute is a percentage of your [Eligible Pay](#).

Effect of Being a Multiple Employer Plan

When calculating the IRS limits explained above, the applicable benefits, contributions and compensation received from the Company will be aggregated. However, the determination of your status as a “highly compensated employee” is made separately by “related” Participating Employers within the same controlled group.

How Before-Tax, Roth and After-Tax Contributions Differ

With before-tax contributions, money is deducted from your [Eligible Pay](#) before federal and, in most cases, state and local income taxes, are calculated and deducted. In addition, any investment earnings paid on your contributions accumulate tax-free until you take your money out of the Plan. When you withdraw your before-tax contributions and earnings, you pay income taxes on them at that time.

With Roth contributions, money is deducted from your [Eligible Pay](#) after federal, state and local income taxes are withheld at the time of contribution, unlike before-tax contributions which are not subject to tax withholding at the time of contribution. Investment earnings on Roth contributions are tax deferred until you withdraw them from the Plan and will not be subject to tax when distributed, the requirements for a “qualified” Roth withdrawal (i.e., if your Roth sub-account is at least five years old when you receive a distribution and you are over age 59½, become disabled or die). When you withdraw your Roth contributions, you do not need to pay income taxes on them because you paid income tax before you contributed them to the Plan.

When you make an after-tax contribution, money is deducted from your pay after applicable taxes have been deducted. Although you pay current taxes on the [Eligible Pay](#) you contribute to the Plan, the earnings on this money accumulate tax-free until you take the money out, at which point the earnings are taxed. When you withdraw your after-tax contributions, you do not need to pay income taxes on them because you paid the income taxes before you contributed them to the Plan.

There are important differences between saving before-tax and/or Roth dollars and saving after-tax dollars. Before-tax contributions let you save money while reducing your current income taxes. Roth contributions allow you to take tax-free distributions on your contributions and investment earnings as long as they are a part of a qualified distribution. In addition, you receive an employer matching contribution on a percentage of your before-tax and/or Roth contributions to the Plan, allowing your savings to potentially grow even more. You do not receive an employer matching contribution on any of your after-tax contributions to the Plan.

Changing Your Contributions

You can increase, decrease, stop, and change from before-tax contributions and/or Roth contributions to after-tax contributions or from after-tax contributions to before-tax and/or Roth contributions or resume contributions by visiting www.netbenefits.com or by calling Fidelity at 1-800-835-5095.

When you make a change, a statement describing the change will be available online. If you elect to change your contribution rate, it becomes effective as soon as administratively practicable, generally within one to two pay periods.

Catch-up Contributions

For each calendar year beginning with the year you reach age 50, if you elect to contribute the maximum annual amount of before-tax and/or Roth contributions allowed by the Plan (up to 60% of your [Eligible Pay](#) or the Participant Contribution Limit, whichever is lower), you may make additional contributions to the Plan. They are called catch-up contributions because they help you “catch-up” on years that your contributions may have been subject to lower limits. You can elect to make before-tax catch-up contributions and/or Roth catch-up contributions (or a combination of both) while also making regular contributions (before-tax, Roth or a combination of both) at the same time.

Catch-up contributions are not subject to the Plan’s limit on contributions of up to 60% of your [Eligible Pay](#), but are subject to the IRS catch-up contribution limit.

The catch-up contribution limit set by the IRS for 2025 is \$7,500. This catch-up contribution limit may increase in future years as it is indexed by the IRS for inflation. Be sure to review your election at the end of each year. You will not receive an employer matching contribution on your catch-up contributions to the Plan.

For catch-up contributions that are made on a before-tax basis for federal and most states’ income tax purposes; currently some states will not defer taxes on catch-up contributions. You may want to seek advice from your financial or tax advisor before deciding if you should elect a catch-up contribution.

If, at the end of the year, you have not contributed the maximum before-tax and/or Roth contribution available to you under the Plan (for 2025, 60% of your Eligible Pay or \$23,500,

whichever is lower) all or a portion of the amounts you intended to contribute as your catch-up contribution will be “re-characterized” as regular before-tax and/or Roth contributions.

The remaining amount will be considered your catch-up contribution for the year.

How to Elect Catch-up Contributions

Your catch-up contribution election is expressed as a percentage of pay. To elect catch-up contributions, calculate the percentage of [Eligible Pay](#) you want deducted from each paycheck to reach the amount (up to the dollar maximum permitted for the year) that you wish to contribute as catch-up contributions for the year. The percentage you elect for catch-up contributions will be deducted from each of your paychecks, including any STIC award, regardless of whether you have a separate bonus election on file for your STIC award, until you change your election or you reach the maximum catch-up contribution for the year (\$7,500 in 2025).

If you are interested in making a catch-up contribution, you will need to make a separate contribution election by visiting www.netbenefits.com or by calling Fidelity at 1-800-835-5095.

Your election will remain in effect until you change it. You should review this election every year to ensure that you maximize your catch-up contribution election.

Employer Matching Contributions

Once you meet the eligibility requirements, you have an added incentive to save for retirement – employer matching contributions. (Please refer to [Who Is Eligible](#) for more information regarding eligibility). The Company will contribute an amount equal to 100% of the first 4% of [Eligible Pay](#) that you contribute each pay period as tax- deferred and/or Roth contributions. At the end of the calendar year (or quarterly, to participants making catch-up contributions), the Company will make an additional matching contribution, only if necessary to ensure that your matching contributions for the calendar year equal 100% of the first 4% of [Eligible Pay](#) contributed as before-tax and/or Roth contributions for the calendar year.

Please note that employer matching contributions will be applied to before-tax and/or Roth contributions but will not apply to after-tax contributions or rollover contributions. Employer matching contributions will also not apply to [catch-up contributions](#).

No employer matching contributions will be paid on before-tax and/or Roth contributions that exceed 4% of your [Eligible Pay](#) or on [Eligible Pay](#) from which no contributions are made to the Plan.

The Company may amend the Plan, at any time during the Plan year, to reduce or suspend employer matching contributions. If the Company amends the Plan to reduce or suspend employer matching contributions during the Plan year, the Plan Administrator will provide a supplemental notice to Eligible Employees and the reduction or suspension will not apply until at least 30 days after that notice is provided.

Employer Non-Elective Contributions

If you are an Eligible Employee, the Company will contribute an amount equal to 2% of your Eligible Pay as an employer non-elective contribution. You will receive employer non-elective

contributions regardless of whether you make before-tax, Roth or after-tax contributions to the Plan.

If you are a newly eligible or newly hired Eligible Employee, your employer non-elective contributions will be calculated and paid to your employer non-elective contribution sub-account the first of the month following your hire date by a Participating Employer or, if later, your initial eligibility date to participate in the Plan.

Profit Sharing Contributions

If you satisfy the requirements for receiving profit sharing contributions (see [Who Is Eligible](#) for more information regarding eligibility), the Company may contribute to your retirement income through discretionary profit sharing contributions. At the end of each year (generally in the first quarter following the end of each year), profits permitting, the Company may make a profit sharing contribution to the Plan. The amount contributed is determined by the Board of Directors of the Plan Sponsor or other authorized persons and is divided among all participants in the Plan who are eligible to receive profit sharing contributions. The portion allocated to your Plan Account depends on your [Eligible Pay](#).

Non-Guild Eligible Employees may receive as much as:

- 2.5% of your [Eligible Pay](#) up to the IRS Annual Compensation Limit (\$350,000 for 2025).

Guild-Represented Eligible Employees may receive as much as:

- 2.5% of your [Eligible Pay](#) up to the Social Security Taxable Wage Base (\$176,100 for 2025); and
- 5% of your [Eligible Pay](#) above the Social Security Taxable Wage Base up to the IRS Annual Compensation Limit (\$350,000 for 2025).

Profit sharing contributions – including the associated gains and losses – accumulate tax-free until they are paid to you.

Rollover Contributions

Subject to the Plan Administrator's discretion, you may roll over into the Plan certain distributions (excluding post-tax amounts) you receive from another tax-qualified plan of a previous employer, including tax-deferred distributions and distributions from 403(b) and some 457(b) plans. Roth contributions from a former employer's qualified retirement plan may also be rolled over into the Plan. You may roll over directly from the other tax-qualified plan or from an IRA. Generally, the rollover must be in cash, but in some cases a loan from the prior employer's plan may be permitted to be rolled over into the Plan. If you wish to roll over your loan from the prior employer's plan, please contact the Plan Administrator. The Plan will not accept a rollover from a Roth IRA.

Your rollover contribution (and any earnings) will be subject to any applicable taxes and penalties when you receive a Plan distribution. You should contact a tax consultant to discuss all tax implications before making a rollover contribution.

Vesting

You are immediately 100% vested in your before-tax sub-account, your Roth sub-account, your after-tax sub-account, your rollover sub-account, your employer matching contribution sub-account and your employer non-elective contribution sub-account. This means that the money in these sub-accounts is yours and that you have a right to receive the full value of these sub-accounts when you qualify for a Plan distribution unless a valid qualified domestic relations order ("QDRO") has granted an interest in your Plan Account to another person. Please refer to [Restrictions on Payments](#) for more information regarding QDROs.

With respect to your profit sharing sub-account, you are 100% vested in amounts attributable to profit sharing contributions for Plan years beginning prior to January 1, 2007 if you have completed five years of Continuous Service. You will not be vested in any portion of this amount if your employment with the Company terminated before you completed five years of Continuous Service, unless you are rehired and your Continuous Service is restored.

Refer to [Continuous Service and Breaks in Service](#) for more information. With respect to amounts attributable to profit sharing contributions made for Plan years beginning on or after January 1, 2007, your profit sharing sub-account will vest in accordance with the following schedule:

Years of Continuous Service	Vested Percentage
Less than 2	0%
2 but less than 3	20%
3 but less than 4	40%
4 but less than 5	60%
5 or more	100%

If you terminate employment with the Company and are rehired by the Company, your years of Continuous Service for vesting in profit sharing contributions will include credit for your prior service regardless of how long you were away from the Company.

The unvested portion of the Plan Account that you forfeited at the time of your termination will be restored if you have not received a distribution (or have repaid any distribution amount received) of the vested portion of your Plan Account, if you meet one of the following requirements:

- You are rehired without a break in service; or
- You are rehired with a break in service, but the period of the break in service is less than five years.

You do not continue to vest during a break in service. If the unvested portion of your Plan Account that you forfeited at the time of your termination (if any) is restored, you will be 0% vested in the unvested portion of your Plan Account.

Please note that you will become 100% vested in your entire Plan Account if you attain age 65 while an employee of the Company or any Non-Participating Employer, or if you die while an employee of the Company or a Non-Participating Employer.

Investment Options

The Plan gives you the opportunity to invest your Plan Account among several investment options. You may elect to reallocate the existing balance in your Plan Account, and you may elect how to allocate future contributions. Your investment allocation will apply to your entire Plan Account, and not to certain sub-accounts.

Investment Decisions Are Your Responsibility

The Plan is intended to constitute a plan described in Section 404(c) of ERISA.

Before making your investment decisions, you may want to contact a financial planner or an investment counselor.

Control Over Investments

Under the Plan, you exercise control over the assets held in your individual Plan Account by directing the investment of your Plan Account among a variety of investment options. As a result, the Plan Administrator, Pension Investment Committee and any other person who would otherwise be a fiduciary will not be considered to be a fiduciary with respect to such transactions and will not be liable for any loss, expense, or damage which directly or indirectly results from such exercise of control.

Investment Information

There are numerous investment fund options available (including a Mutual Fund Window through Fidelity BrokerageLink) through the Plan plus the Target Date Funds and a managed account option. The investment options may change from time to time. These investment options offer a wide range of investment choices that vary in their potential growth rate and risk. You may choose to invest your Plan Account in any combination of the available investment funds (your election must be in 1% increments and must total 100%).

The Plan's investment options are selected by the Pension Investment Committee or are set forth in the Plan.

You can find detailed information about the Plan investment options online at www.netbenefits.com.

The Managed Account Option

Some Participants desire professional investment management to make investment decisions about how to invest their Plan Account among the Plan's investment options. For these Participants, the Plan makes available a managed account investment option. If you select this option, a professional manager will create, implement and monitor a personalized investment strategy for you utilizing the investment options (except the Target Date Funds and the S&P Global Stock Fund) made available under the Plan. If you prefer to make decisions yourself, instead of electing the managed account investment option, you can use an online advice service that gives you access to recommendations and tools to help you create or modify the investment recommendations and tools to help you create or modify the investment allocation of your Plan Account.

If you elect the managed account investment option, your Managed Account will not direct any of your investments in the S&P Global Stock Fund, but those investments will be considered in directing your other investments. You can still select the S&P Global Stock Fund as an

investment option, by selecting it as an investment option outside your Managed Account. If you are a Windows Person (as defined under Additional Information on the S&P Global Stock Fund), any investment in the S&P Global Stock Fund are subject to the pre-clearance requirements and other rules as referred to in Additional Information on the S&P Global Stock Fund.

The Importance of Diversification

To help achieve long-term retirement security, you should give careful consideration to the benefits of a well-balanced and diversified investment portfolio. Spreading your assets among different types of investments can help you achieve a favorable rate of return while minimizing your overall risk of losing money. This is because market or other economic conditions that may cause one category, asset or particular security to perform well often causes another asset category, or another particular security, to perform poorly. If you invest more than 20% of your retirement savings in any one company or industry, your savings may not be properly diversified. Although diversification is not a guarantee against loss, it is an effective strategy to manage investment risk.

Remember: Investment decisions are your responsibility.

Default Investment Option

If you do not make a decision on how the contributions to your Plan Account will be invested, you will be enrolled automatically into a designated Qualified Default Investment Alternative ("QDIA"). The State Street Non-Lending Series Target Retirement Fund Class P is the Plan's Designated default investment option for all defaulted contributions and existing balances, including frozen contributions. The particular Target Retirement Fund used as the default investment option for a particular individual is selected based on the date an individual will (based on the Plan's records) turn age 65 as outlined in the chart below.

Prior to April 1, 2025

Date of Birth	Fund Name	Retirement Date Range
On or before 12/31/1952 (or missing/invalid date of birth)	State Street Target Retirement Income Fund Non-Lending Series Fund Class P	2017 and before
1/1/1953 – 12/31/1957	State Street Target Retirement Fund 2020 Non-Lending Series Fund Class P	2018 – 2022
1/1/1958 – 12/31/1962	State Street Target Retirement Fund 2025 Non-Lending Series Fund Class P	2023 – 2027
1/1/1963 – 12/31/1967	State Street Target Retirement Fund 2030 Non-Lending Series Fund Class P	2028 – 2032
1/1/1968 – 12/31/1972	State Street Target Retirement Fund 2035 Non-Lending Series Fund Class P	2033 – 2037
1/1/1973 – 12/31/1977	State Street Target Retirement Fund 2040 Non-Lending Series Fund Class P	2038 – 2042

1/1/1978 – 12/31/1982	State Street Target Retirement Fund 2045 Non-Lending Series Fund Class P	2043 – 2047
1/1/1983 – 12/31/1987	State Street Target Retirement Fund 2050 Non-Lending Series Fund Class P	2048 – 2052
1/1/1988 – 12/31/1992	State Street Target Retirement Fund 2055 Non-Lending Series Fund Class P	2053 – 2057
1/1/1993 – 12/31/1997	State Street Target Retirement Fund 2060 Non-Lending Series Fund Class P	2058 – 2062
1/1/1998 or later	State Street Target Retirement Fund 2065 Non-Lending Series Fund Class P	2063 and later

On or After April 1, 2025

Date of Birth	Fund Name	Retirement Date Range
1957 and before (or missing/invalid date of birth)	State Street Target Retirement Fund* Non-Lending Series Fund Class P	2022 and before
1958 – 1962	State Street Target Retirement 2025 Non-Lending Series Fund Class P	2023 – 2027
1963 – 1967	State Street Target Retirement 2030 Non-Lending Series Fund Class P	2028 – 2032
1968 – 1972	State Street Target Retirement 2035 Non-Lending Series Fund Class P	2033 – 2037
1973 – 1977	State Street Target Retirement 2040 Non-Lending Series Fund Class P	2038 – 2042
1978 – 1982	State Street Target Retirement 2045 Non-Lending Series Fund Class P	2043 – 2047
1983 – 1987	State Street Target Retirement 2050 Non-Lending Series Fund Class P	2048 – 2052
1988 – 1992	State Street Target Retirement 2055 Non-Lending Series Fund Class P	2053 – 2057
1993 – 1997	State Street Target Retirement 2060 Non-Lending Series Fund Class P	2058 – 2062
1998 – 2002	State Street Target Retirement 2065 Non-Lending Series Fund Class P	2063 – 2067

2003 and later	State Street Target Retirement 2070 Non-Lending Series Fund Class P	2068 and later
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* Formerly known as the State Street Target Retirement Income Fund

The Target Retirement Funds are each described online at www.netbenefits.com.

Additional Rules and Information on the Investment Options

Limitations on Investments

As you make your investment elections, please note that investments in the Plan:

- Are not deposits or obligations of, or guaranteed by, the Company or the Plan;
- Are not bank deposits or guaranteed by the Federal Deposit Insurance Corporation, the Federal Reserve Bank or any other federal agency; and
- Involve investment risks, including the possible loss of principal. (Investment performance is disclosed in the Fund Fact Sheets and is reported net of fees and expenses. Results are calculated on an annualized basis for one-, three- and five-year periods.)

S&P Global or the Pension Investment Committee may add or delete investment options under the Plan or other investment alternatives at any time. In addition, the investment objectives, procedures and restrictions of the investment options are subject to change at any time.

Information About the Investment Options

Information online at www.netbenefits.com contain:

- A description of the annual operating expenses of each investment option in the Plan (including any investment management fees, administrative fees and transaction costs) which reduce the rate of return to you and the aggregate amount of such expenses expressed as a percentage of average net assets of the investment option;
- Name of the investment manager;
- A description of the objectives of the investment option (including information on the risk and return characteristics of each investment option, the type and diversification of the assets comprising the investment option and the names of the investment managers); and
- A description of any transaction fees and expenses which affect the balance in your Plan Account.

You will receive quarterly statements for your Plan Account that contain important information and updates to the fees and expenses charged by the Plan.

In addition, the following information is available upon request by visiting www.netbenefits.com or by calling Fidelity at 1-800-835-5095:

- Copies of any prospectuses, financial statements, reports, and any other materials relating to the investment options in the Plan, to the extent available;
- A list of the assets comprising the portfolio of each investment option, the value of each such asset and, with respect to each such asset that is a fixed rate investment contract issued by a bank, savings and loan association or insurance company, the name of the issuer of the contract, the term of the contract and the rate of return on the contract;
- Information about the value of the shares or units of each investment option in the Plan available to you and your beneficiaries, including past and current investment performance, determined, net of expenses, on a reasonable and consistent basis; and
- Information concerning the value of the shares or units in designated investment alternatives

held in your Plan Account.

Derivatives

Certain of the Plan's investment options invest in derivatives, including commodities futures and options. A "derivative" product refers to an asset or security whose value is related in a contractual way to stock or commodity prices. The value of the asset at a particular time in the future establishes the payoff for the derivative product.

S&P Global is relying on Commodity Futures Trading Commission Rule 4.5 with respect to the operation of the Plan and, accordingly, is not subject to registration or regulation as a commodity pool operator with respect to the operation of the Plan.

Additional Information on the S&P Global Stock Fund

The Plan provides for the S&P Global Stock Fund to be offered as an investment option.

The Plan has established procedures designed to ensure the confidentiality of your investment, voting, and tendering decisions concerning the S&P Global Stock Fund. Your confidentiality is maintained by the following procedures:

- Investment elections are received and processed by the Plan recordkeeper. All information relating to your investment in the S&P Global Stock Fund is held by the Plan record keeper in strict confidence.
- When you exercise your voting or tendering rights with respect to the portion of your Plan Account invested in the S&P Global Stock Fund, the Plan recordkeeper and the vendor selected by the Plan Sponsor for proxy and tender solicitation and tabulation services keep all information related to your tendering and voting in strict confidence.

The Plan Administrator is responsible for monitoring compliance with these procedures.

The Plan does not limit the number of shares of S&P Global stock available for purchase under the Plan through the S&P Global Stock Fund.

The Pension Investment Committee has appointed Newport Trust Company ("Newport Trust") to serve as the independent fiduciary for the S&P Global Stock Fund (the "Stock Fund Fiduciary"), in order to provide independent third-party oversight of the S&P Global Stock Fund. In its role, Newport Trust will assess the prudence of the S&P Global Stock Fund on an ongoing basis and take action only if and to the extent it deems appropriate. They will have sole authority to impose changes to the S&P Global Stock Fund in the best interest of all Plan participants. For example, they may limit or restrict future investments in the S&P Global Stock Fund, or even liquidate the S&P Global Stock Fund.

The S&P Global Stock Fund is a "unitized fund" that invests exclusively in S&P Global common stock and a small amount of cash (and cash equivalents) to fund participant transactions into and out of the S&P Global Stock Fund and to pay certain plan expenses. As such, the value of the S&P Global Stock Fund will depend almost entirely upon the financial performance of S&P Global and its affiliates. Because the S&P Global Stock Fund is unitized, the price of a single unit in the S&P Global Stock Fund held in your account will not be the same as the price of a single share of S&P Global common stock. Moreover, the performance of the S&P Global Stock Fund will differ from that of S&P Global common stock due to, among other things, the amount of cash or cash equivalents in the S&P Global Stock Fund and the transaction costs associated

with purchases and/or sales of S&P Global common stock that are paid from the S&P Global Stock Fund.

Because the S&P Global Stock Fund is not diversified – it invests in only one company, S&P Global – it has the highest risk of all of the investment funds under the Plan. The decision of how to invest your Plan account is yours to make, but the best way to reduce market risk is to diversify your investments. The Plan offers participants numerous investment choices, in addition to the S&P Global Stock Fund, with a wide range of risk and return characteristics that allow you to construct a diversified portfolio tailored to your own investment goals. You are able at any time to transfer the portion of your Plan account that is invested in the S&P Global Stock Fund into other investment funds under the Plan. You should therefore review from time to time your investment portfolio, your investment objectives, and the investment options under the Plan and consider whether the level of your investment in the S&P Global Stock Fund is appropriate in light of your own financial situation and your personal retirement goals.

As the independent fiduciary and investment manager for the S&P Global Stock Fund under ERISA, Newport Trust has the sole fiduciary responsibility under the Plan and ERISA for deciding, among other things, whether the S&P Global Stock Fund should continue to be offered as an investment option under the Plan, including deciding whether to restrict new investment in the S&P Global Stock Fund or to sell or otherwise dispose of all or any portion of the S&P Global common stock held in the S&P Global Stock Fund (subject to any practical or legal restrictions). Under the terms of its engagement, Newport Trust will continue to maintain the S&P Global Stock Fund as a Plan investment option consistent with the terms of the Plan unless otherwise prohibited by ERISA.

In fulfilling its responsibilities set forth above, Newport Trust continually monitors S&P Global and the market for S&P Global's common stock. Newport Trust will not be in possession of any inside information concerning S&P Global or its financial condition, and will make any decisions regarding the S&P Global Stock Fund solely on the basis of publicly available information. Newport Trust currently has no intention to eliminate the S&P Global Stock Fund or to sell any portion of the S&P Global common stock held in the Stock Fund. Additionally, Newport Trust does not expect to take any action with respect to the S&P Global Stock Fund simply because of fluctuations in the market price of S&P Global common stock. In the event of a sale or other disposition, Newport Trust would designate an alternate investment fund under the Plan for the temporary investment of any proceeds pending your further investment instructions. While Newport Trust intends to communicate to participants any significant action it takes with respect to the S&P Global Stock Fund, circumstances may require Newport Trust to act prior to doing so.

Newport Trust has no responsibility for managing or investing the portion of the S&P Global Stock Fund that is held in cash or cash equivalents.

S&P Global stock is traded on the New York Stock Exchange.

Special Rules for Section 16 Officers and Others

You will be subject to rules with respect to the timing and effect of withdrawals from the S&P Global Stock Fund if you are an officer of the Company subject to the provisions of Section 16 of the Securities Exchange Act of 1934 or are designated by the Company as a certain other employee subject to these rules (each, a "Windows Person").

The Company's Securities Disclosure Policy and Securities Trading Policy, as amended from time to time, imposes blackout periods as described under Blackout Periods.

If you are a Windows Person, preclearance from the Company's Corporate Secretary is required to process some transactions in your Plan account. Please contact the Company's Corporate Secretary to obtain preclearance to perform any transactions impacting your Plan account balance in the S&P Global Stock Fund prior to contacting Fidelity.

Changing Your Investments

Existing Account Balance

Except as explained in this *Changing Your Investments* section, keep in mind that when you make your investment choices, the choices you make apply to your entire Plan Account (and not to specific sub-accounts).

To reallocate your existing Plan Account balance, visit www.netbenefits.com or call Fidelity at 1-800-835-5095. You can call or access your Plan Account online whenever it is most convenient for you – 24 hours a day, 7 days a week. When you make a change, a confirmation page will appear online.

How Often You Can Make Changes

For as long as you have assets in your Plan Account, except as explained below, you can reallocate your Plan Account balance among the Plan's investment options, subject to any restrictions that may be imposed by the individual fund you are investing in or by the Plan Administrator (see below for more information).

When Changes Take Effect

Investment changes to reallocate your Plan Account take effect on the next trading day (when the New York Stock Exchange is open), provided you make the change by 4:00 p.m. Eastern Standard Time.

Automatic Rebalancing

Instead of manually reallocating your Plan Account balance periodically, you can have it done for you by choosing "automatic rebalancing" when you access your Plan Account online. Once you choose automatic rebalancing, the computer-generated shifting of your investments occurs among your portfolio choices every 90 days. You may stop automatic rebalancing at any time.

Restrictions on Reallocation

The Plan Administrator has the authority to adopt rules and procedures and to take any and all actions as the Plan Administrator deems necessary or advisable regarding any matter related to the election and use of the Plan's investment options. Accordingly, the Plan Administrator has the authority to:

- Adopt rules, procedures and actions to prevent frequent trading in the investment options that appears to be for the purpose of taking advantage of short-term fluctuations in the securities market (as determined by the Plan Administrator); and
- Without prior notice to any participant, to suspend or limit transfers between and among the investment options or to delay effecting transfers between and among investment options for one or more days, if the Plan Administrator determines that such action is necessary or advisable:
 - In light of unusual market conditions;
 - In response to technical or mechanical problems with the automated response system or the Plan recordkeeper;
 - In connection with any suspension of normal trading activity on the New York Stock Exchange or the Nasdaq National Market;
 - To prevent frequent trading; or
 - To protect the interests of other participants and their beneficiaries.

Restrictions on Transfers from the Stable Assets Fund to Other Investment Options

In order to provide the stable value feature of the Stable Assets Fund, S&P Global requires the following participant restrictions be imposed when transferring funds from the Stable Assets Fund to some of the Plan's other investment options:

- You will not be permitted to transfer any money from the Stable Assets Fund to the Money Market Fund or the BrokerageLink Mutual Fund Window, but you will be able to transfer money out of the Stable Assets Fund to any other investment options in the Plan;
- You will not be permitted to transfer money from any of your other investment options under the Plan into the Money Market Fund or the BrokerageLink Mutual Fund Window for 90 days following the date you withdraw any amount from the Stable Assets Fund; and
- You will still be able to invest new contributions into any investment option under the Plan including the Money Market Fund and the BrokerageLink Mutual Fund Window.

Blackout Periods

Certain specified employees are restricted from trading S&P Global stock, including any transactions involving the S&P Global Stock Fund, during certain periods when S&P Global earnings information is released. This restricted period, called the "blackout period", begins on April 1, July 1, October 1, and January 1 of each year and runs until 24 hours after the release of the quarterly earnings of S&P Global. S&P Global may change the dates and length of this blackout period at any time without prior notification to any participant.

If you have questions as to whether these blackout periods apply to you, you should consult your manager or the Plan Administrator.

Future Contributions

Keep in mind that when you make your investment election for future contributions, the choices you make apply to all your future contributions (before-tax contributions, Roth contributions, after-tax contributions, catch-up contributions, employer matching contributions, employer non-elective contributions (if any), profit sharing contributions (if any) and rollover contributions).

You can change the investment direction of future contributions to your Plan Account by visiting www.netbenefits.com or calling Fidelity at 1-800-835-5095. You can make changes whenever it is most convenient for you – 24 hours a day, 7 days a week. No fee applies. When you make a change, a confirmation page will appear online.

When Changes Take Effect

When changing the investment directions of future contributions, you can make the changes at any time. However, unlike the changes to your existing balance (which take effect the next trading day when the New York Stock Exchange is open), changes to future contributions generally take effect one or two pay periods following the date that the change is processed by the Plan recordkeeper.

Remember to consider when contributions are made to your Plan Accounts in deciding when to change the investment direction of how future contributions are invested. In particular, note that if S&P Global elects to make profit sharing contributions for a Plan Year, such contributions are generally made in the first quarter of the following Plan Year.

Fund Performance

Fund performance information is available online at www.netbenefits.com or by calling Fidelity at 1-800-835-5095.

Fees

The fees that apply when you elect to reallocate the existing balance in your Plan Account among the Plan's investment options are described in [Changing Your Investments](#).

Please visit www.netbenefits.com for the fees applicable to each investment option. General fee information is also disclosed in the Annual Fee Disclosure Statement. You may also request more information about the fees and expenses of each fund by contacting the Plan Administrator.

Daily Valuations

Your Plan Account is valued each day that the New York Stock Exchange is open (subject to special circumstances such as market or computer failure). This daily valuation will update your Plan Account to reflect earnings, gains and losses on your Plan Account, loan activity and withdrawals, or any other type of contribution you may make. You may obtain account information anytime through www.netbenefits.com or by calling Fidelity at 1-800-835-5095.

Accessing Your Plan Account

Subject to Plan rules and the restrictions in this SPD, most Plan transactions and information requests can be made 24 hours a day, 7 days a week through www.netbenefits.com or by calling Fidelity at 1-800-835-5095, Monday through Friday from 8:30 a.m. to 8:30 p.m. Eastern Standard Time.

Once you have access to your Plan Account, you may:

- Access information about your Plan Account balance, including balances for each sub-account by investment option, your savings percentage, current investment option elections and amounts available for withdrawal;
- Make changes, such as changing your PIN, your savings percentage and your investment elections for future contributions;
- Transfer existing balances from one investment option to another;
- Receive information on loans (how much you can borrow, any outstanding loan balance, loan interest rates) and model or apply for a loan; and
- Request hardship withdrawal applications, beneficiary forms, and information about the Plan's investment options.

Loans and Withdrawals

Although the Plan is intended to provide income for retirement, you may, under special circumstances or in the event of an emergency, need your money while you are still working.

You may have up to six options for withdrawing all or a portion of the vested balance in your Plan Account while you are an employee of the Company.

If you meet the requirements described below for the type of withdrawal you are seeking, the options are:

- Loans;
- Withdrawals from your after-tax, rollover and Roth rollover sub-accounts;
- Withdrawals after attainment of age 59½;
- Withdrawals upon disability;
- Hardship withdrawals;
- Domestic Abuse withdrawals;
- Qualified Disaster Recovery Distributions;
- Reservist withdrawals;
- Heart Act withdrawals; or
- Birth or adoption withdrawals.

Keep in mind that when you make a withdrawal, you are not earning investment returns on the money you take out of the Plan. This could substantially reduce the amount of your retirement savings when your employment with a Participating Employer and its Affiliates terminates. You may want to consult with your tax adviser before deciding whether a loan or withdrawal is right for your personal situation and whether you should specify, where applicable, the sub-accounts from which the loan or withdrawal will be taken.

The amount of your loan or withdrawal is taken from your Plan Account on a prorated basis from each of the investment funds in which your Plan Account is invested, except the Mutual Fund Window.

If you die before receiving your requested loan or withdrawal, the request will be void as of the date of your death.

Loans

The Plan allows participants to take loans from the Plan for any reason.

Should you borrow from your Plan Account, money is taken pro rata from the vested balances of all available sub-accounts in your Plan Account, unless you request that your loan be taken from certain sub-accounts by calling Fidelity at 1-800-835-5095, Monday through Friday from 8:30 a.m. to 8:30 p.m. Eastern Standard Time.

If you are married to a Spouse and any portion of your loan is secured by a portion of your Plan Account attributable to amounts transferred from the J.J. Kenny Co. Inc. Pension Plan (the "Kenny Plan") or another money purchase plan, your Spouse must consent to use such amounts as security.

Generally, you may take only one loan at a time and must fully repay one loan before requesting another. Loans generally must be repaid within 5 years or less, unless the loan is for the

purchase of your principal residence, in which case the loan must be repaid within 10 years or less. When you repay the loan, you pay yourself back the principal plus the interest. In addition, because you repay the loan, you do not pay current taxes as you would with a withdrawal.

If You Have an Outstanding Loan When You Leave the Company

If you have an outstanding loan when your employment with the Company and its Affiliates terminates, your loan, whether hardship or non-hardship, is re-amortized to a monthly payment schedule for the remainder of your loan term. In addition to making partial payments on your loan, you have the option to repay your loan in full at any time without penalty after your termination of employment with the Company and its Affiliates or you may elect to continue to make loan payments directly to the Plan via ACH. You will receive information regarding the procedure for making monthly loan payments prior to your first post-termination loan payment being due. You may also have the option to roll the loan over to another employer's plan (if that employer's plan is willing to accept the rollover) after your termination of employment with the Company and its Affiliates.

How Much You Can Borrow

The minimum loan you may take is \$1,000. The maximum loan you can receive is limited to the least of:

- 50% of your vested Plan Account balance; or
- \$50,000 minus the highest outstanding loan balance you may have had in the 12 months prior to requesting a loan (and reduced further by the amount of any loans deemed distributed and not repaid).

Your loan is secured by the sub-accounts in your Plan Account noted above under [Loans](#).

Because of the limits on how much you can borrow from your Plan Account, if you do have hardship, you may take part of the money you need for the immediate and heavy financial need through a loan and part through a hardship withdrawal, provided you have taken the maximum amount which can be granted as a loan.

Applying for a Plan Loan

You can obtain information about a loan and a repayment schedule, by visiting www.netbenefits.com or by calling Fidelity at 1-800-835-5095. You can request to have a loan application packet sent to your home. You must return your application, along with a signed promissory note for the full amount of the loan. The Plan Administrator requires a signed promissory note before your loan application can be processed. Your account will be charged a \$50 application fee. Within 10 days, you will be notified whether or not your loan is approved.

Repaying a Loan

If you would like, you may use the automated system to try out different repayment options. Visit www.netbenefits.com or call Fidelity at 1-800-835-5095.

The interest rate for all loans is established by the Plan Administrator from time to time. As of January 1, 2025, the interest rate has been set to the prime lending rate of Reuters as in effect on the 15th of the last month of the prior quarter plus 2%. (You can find out the interest rate from www.netbenefits.com.) You choose the repayment period for your loan – one, two, three, four or five years (or any number of months between 12 and 60). If your loan is for the purchase of your primary home, you can choose a longer repayment period – up to 10 years. During

periods of qualified military service, the interest rate may be reduced for some loans. Please contact the Plan Administrator to determine if this rate reduction is available to you.

You repay a loan through regular payroll deductions, from deductions withheld from payments from a separation pay or severance plan, or in such other form acceptable to the Plan Administrator. Your repayment, including interest, goes back into your Plan Account and is reinvested according to your investment choices at the time you repay the loan. In effect, you are paying interest to yourself. However, federal tax law does not permit a deduction on your personal income tax for the interest you pay to your Plan Account.

If you are on Military Leave, your loan payments may be suspended and your period of repayment may be extended by the length of the Military Leave once your Military Leave is over. In addition, if your loan was granted prior to the beginning of your Military Leave, your interest rate may be reduced to 6% if required by law. For more information regarding Military Leave, please refer to [If You Are on a Military Leave of Absence](#).

If you are on an approved leave of absence other than a Military Leave, and you receive no compensation from the Company or your compensation is less than your loan installment payment, then your loan payments may be suspended for up to 12 months. However, this suspension will not change the due date for repayment of your loan. Your loan payments and accrued interest will be re-amortized over the remaining period.

You can repay a loan – in full – at any time after it has been outstanding for at least one month. If you do not repay a loan according to the terms on the promissory note, all the regular taxes imposed on a hardship withdrawal, including the 10% penalty tax (if applicable), will apply to your loan. Please see [How Taxes Affect Your Benefit](#).

Loan Default

Your loan will be deemed to be in default if an installment payment is not made by the last day of the calendar quarter following the calendar quarter in which it is due. Also, if you request a distribution of your Plan Account, or a distribution is required to be made under the terms of a QDRO, before the loan is paid in full and the distribution amount includes any of the unpaid loan amount, the loan will be in default.

If you default on the loan and are not eligible for a distribution under the Plan, you will be deemed to have received a distribution of your outstanding loan balance. You will be subject to immediate income taxes and early distribution penalty taxes, if applicable. In order to take out any future loans, you would need to repay the deemed distribution, plus any interest, to the Plan. In addition, any subsequent loan would have to be made pursuant to an enforceable agreement indicating that payments will be made by payroll withholding.

If you default on a Plan loan and you are eligible for a distribution from your Plan Account in accordance with the terms of the Plan, your Plan Account will be reduced by the amount of the unpaid loan balance. This unpaid balance will be subject to income taxes and possibly a 10% early withdrawal penalty.

After-Tax, Rollover or In-Plan Roth Conversion Withdrawals

You may withdraw all or any portion of your after-tax sub-account at any time for any reason.

You may withdraw money from your rollover, Roth rollover or in-Plan Roth conversion sub-accounts at any time for any reason.

You can make a withdrawal from your after-tax, rollover or in-Plan Roth conversion sub-accounts by contacting Fidelity at www.netbenefits.com or by calling 1-800-835-5095. The earnings on the post-1986 after-tax contributions will be taxable. You will not pay income tax on any after-tax contributions you withdraw.

Any distribution from your Roth rollover sub-account will come from your non-taxable contributions plus earnings on these contributions. If the payment is not “qualified”, the earnings will be [taxable](#).

If you wish to withdraw amounts from your rollover sub-account attributable to amounts transferred from the Kenny Plan or other money purchase pension plan, you must obtain your Spouse’s written, notarized consent.

Age 59½ Withdrawals

Once you have attained age 59½, you may withdraw pro rata all or any portion of the vested balances of all available sub-accounts in your Plan Account, unless you request that your withdrawal be taken from certain sub-accounts by calling Fidelity at 1-800-835-5095.

Disability Withdrawals

If you become disabled and are approved for benefits under the Company’s long-term disability (“LTD”) plan, you will be eligible to receive an in-service withdrawal of all or any portion of your vested Plan Account. You may take the withdrawal at any time while you remain disabled. The withdrawal must be at least \$1,000 or your entire vested Plan Account, if less. Withdrawals will be taken pro rata from all of vested balances of all sub-accounts in your Plan Account, unless you request that your withdrawal be taken from certain sub-accounts by calling Fidelity at 1-800-835-5095. If you are married to a Spouse and any portion of withdrawal is a portion of your Plan Account attributable to amounts transferred from a money purchase plan, your Spouse must consent to use such amounts as security.

Hardship Withdrawals

In certain circumstances, you may qualify for a pro-rata withdrawal from the vested balances of all available sub-accounts because of financial hardship. Requests for hardship withdrawals are subject to review and approval by the Plan Administrator. Hardship withdrawals may be granted for the following immediate and heavy financial needs:

- To cover medical expenses incurred by you, your Spouse or your dependents or your primary beneficiary (expenses not paid by insurance or any other employer-provided benefit plan);
- To pay costs related to buying your primary residence (but not to pay mortgage payments);
- To make tuition payments (including room and board and related educational expenses) for the next 12 months of post-secondary education for you, your Spouse, your children or your dependents or your primary beneficiary;
- To make payments necessary to prevent eviction from or foreclosure on your primary residence;
- To pay burial or funeral expenses for a member of your immediate family (Spouse, parents, children, or dependents) or your primary beneficiary;
- To pay expenses for repair or damage to your primary residence that would qualify for the

casualty loss deduction under Code Section 165 regardless of whether the residence is located in a federally-declared disaster area (and without regard to whether the loss exceeds 10% of adjusted gross income); or

- To pay expenses and losses (including the loss of income) incurred by you on account of a disaster declared after December 31, 2018 by the Federal Emergency Management Agency (FEMA) under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, provided that your 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.

If you have an immediate and heavy financial need (a hardship) and you have already exhausted all available funds (excluding loans) in your Plan Account and all other plans of deferred compensation currently available to you, you may withdraw pro rata all or any portion of vested balances of all available sub-accounts, unless you request that your withdrawal be taken from certain sub-accounts by calling Fidelity at 1-800-835-5095.

You are responsible for paying applicable taxes on the amounts you receive as a hardship withdrawal, including earnings on your after-tax contributions or Roth contributions. A 10% early distribution tax may apply as explained in [How Taxes Affect Your Benefit](#).

The minimum you may withdraw for a hardship withdrawal is \$500; the maximum is the amount necessary to satisfy your immediate and heavy financial need.

Requests for hardship withdrawals are subject to review and approval by the Plan Administrator. If you are requesting a hardship withdrawal, you will be required to provide a written statement that you do not have cash or other liquid assets to satisfy the immediate and heavy financial need. You may request a withdrawal at any time by visiting www.netbenefits.com or by calling Fidelity at 1-800-835-5095.

Domestic Abuse Withdrawals

If you are the victim of domestic abuse by a spouse or domestic partner, you may request a withdrawal from your Plan Account, up to the lesser of \$10,000 (for 2025) or 50% of your vested account balance. "Domestic abuse" for this purpose is defined as physical, psychological, sexual, emotional, or economic abuse, including efforts to control, isolate, humiliate, or intimidate the victim, or to undermine the victim's ability to reason independently, including by means of abuse of the victim's child or another family member living in the household.

A domestic abuse withdrawal can only be taken within the one-year period following the date of a domestic abuse incident. Participants who have terminated employment with the Company are not eligible to take a domestic abuse withdrawal. If you are receiving severance installment payments under a separation plan or severance plan of the Company, you will not be treated as having "terminated employment" for this purpose until the end of your separation period under that plan. Domestic Abuse withdrawals will be taken pro rata from vested balances of all available sub-accounts in your Plan Account, unless you request that your withdrawal be taken from certain sub-accounts by calling Fidelity at 1-800-835-5095.

If you take a domestic abuse withdrawal, you may be able (but are not required) to repay the amount of the withdrawal to your Plan Account within three years of taking the withdrawal. To make the repayment, you must meet the requirements for making a rollover contribution to the Plan.

If you are a former Kenny Plan participant, you will not be eligible to take a Domestic Violence Distribution.

Qualified Disaster Recovery Distribution

Effective April 1, 2025, if you are affected by a federally declared disaster, you may request to receive a qualified disaster recovery distribution ("QDRD") from your Plan Account. To be eligible for a QDRD, you must:

- Have a principal residence in the qualified disaster area (as declared under the Robert T. Stafford Disaster Relief and Emergency Assistance Act) during the incident period of the qualified disaster (as specified by the Federal Emergency Management Agency (FEMA)); and
- Have sustained an economic loss because of the disaster, including, but not limited to:
 - loss of, damage to, or destruction of real or personal property from fire, flooding, looting, vandalism, theft, wind, or other cause(s);
 - loss related to displacement from your home; or
 - loss of livelihood due to temporary or permanent layoffs.

If eligible, you may receive a QDRD of up to \$22,000 per disaster (across all qualified plans). Covered QDRDs are those made on or after the first day of the incident period and before the date that is 180 days after the later of (1) the first day of the incident period, or (2) the date of the disaster declaration. If you are affected by a federally declared disaster that occurred prior to April 1, 2025, and you are otherwise qualified to receive a QDRD, you are permitted to request a QDRD, but must do so prior to the expiration of this 180-day period.

The QDRD is not subject to the 10% early withdrawal penalty. Additionally, you can repay your Plan Account the amount of your QDRD within three years of receiving the distribution. Repayments are treated as qualified rollover contributions to the Plan.

If you are a former Kenny Plan participant, you are eligible to take a Qualified Disaster Recover Distribution, subject to your spouse's written, notarized approval.

Reservist Withdrawals

If you are a member of a reserve component and are called to active duty for a period in excess of 179 days or for an indefinite period, you may withdraw pro-rata all or any portion of vested balances of all available sub-accounts (subject to a minimum of \$1,000 or, if less, your entire sub-account balance) in your Plan Account (including amounts converted to Roth contributions), unless you request that your withdrawal be taken from certain sub-accounts by calling Fidelity at 1-800-835-5095. Your distribution must be made during the period beginning on the date of your order to active duty and ending on the date active duty ends.

Heart Act Withdrawals

Alternatively, if you are called to active duty for 30 days or longer, you may withdraw pro rata all or any portion of vested balances of all available sub-accounts, unless you request that your withdrawal be taken from certain sub-accounts by calling Fidelity at 1-800-835-5095.

However, you will be suspended from making contributions to the Plan for six months following the withdrawal.

Qualified Birth or Adoption Withdrawals

If you have a new child, or legally adopt someone (other than the child of your spouse) who is either (i) under the age of 18 or (ii) cannot physically or mentally take of himself/herself, you may be able to take a qualified birth or adoption withdrawal from your account, of up to \$5,000 per child or adoptee.

A qualified birth or adoption withdrawal can only be taken within a year period of the date of birth or legal adoption. Participants who have terminated employment with the Company are not eligible to take a qualified birth or adoption withdrawal. If you are receiving severance installment payments under a separation plan or severance plan of the Company, you will not be treated as having "terminated employment" for this purpose until the end of your separation period under that plan. Qualified birth or adoption withdrawals will be taken pro rata from vested balances of all available sub-accounts in your Plan Account, unless you request that your withdrawal be taken from certain sub-accounts by calling Fidelity at 1-800-835-5095.

If you take a qualified birth or adoption distribution, you may be able to (but are not required) repay the amount of the distribution to your Plan account at a later date. To make the repayment, you must meet the requirements for making a rollover contribution to the Plan.

In-Plan Roth Conversions

You may convert all or any portion of your vested Plan Account to Roth contributions held in a Roth sub-account within the Plan without having to take a distribution. If you convert your contributions into Roth contributions, you must report the amount of the conversion as taxable income in the year of conversion and pay all applicable taxes on it. For more information on converting your contributions into Roth contributions, visit www.netbenefits.com or call Fidelity at 1-800-835-5095.

Receiving Your Withdrawal or Loan

If you apply for a loan or withdrawal, your Plan Account is valued at the end of the business day on which your loan request is processed. Payments are processed as soon as administratively practical.

Distribution Options Upon Termination of Employment

If you are a Non-Guild Eligible Employee, upon termination of employment from the Company, you are entitled to distribution of your vested Plan Account. If you are receiving severance installment payments under a separation plan or severance plan of the Company, you will not be treated as "terminated" for this purpose until the end of your separation period under that plan. This means that you will be unable to take a distribution of your vested account balance while receiving severance pay, except for in-service withdrawals (which are described in [Age 59 ½ Withdrawals](#)) or loans, and required minimum distributions (which are described in [Deferring Distribution](#)).

If you are a Guild-Represented Eligible Employee, and your severance payment, if any, is paid as a lump sum, you are entitled to distribution of your vested Plan Account upon termination of employment from the Company.

Following your termination, you will be notified by mail regarding how to request a distribution from your Plan Account and how to obtain the Special Tax Notice Regarding Plan Payments.

Distribution Options

If you have a balance in the S&P Global Stock Fund when your employment with the Company terminates, you may elect to take that balance in cash or in whole shares (with any fractional share paid in cash).

Your distribution options depend on your Plan Account balance (including rollovers) on the date of your termination of employment from the Company, as shown in the chart below.

Account Balance	Distribution Options
More than \$7,000	• Take your entire Plan Account balance in a single lump sum payment. • Take your entire Plan Account balance in a single lump sum payment as a direct rollover to an IRA, 403(b) plan, governmental 457 plan, or to the qualified plan of another employer that accepts rollovers. • Take your entire Roth contribution sub-account balance in a single lump sum payment as a direct rollover to a Roth IRA. Your Roth account balance can also be rolled to a qualified plan of another employer that accepts Roth 401(k) rollovers. • Take your distribution in installments over a fixed period that is not longer than the lesser of your life expectancy (or the combined life expectancies of you and your beneficiary); such installments may be paid to you annually, semi-annually, quarterly or monthly. • Take one or more partial distributions of your Plan Account of at least \$1,000 each. There is no limit on the number of requests for a partial distribution that may be made in a given calendar year. • Take your entire Plan Account balance paid in part to you directly and in part as a direct rollover. • For amounts attributable to the Kenny Plan or another money purchase pension plan, have such amounts paid to an insurance

	company to purchase (i) a single life annuity; (ii) a 50%, 75% or 100% joint and survivor annuity; or, (iii) in the case of the Kenny Plan, also installments over a term certain period up to ten years (a "Term Certain Annuity Contract"). You will receive more information upon your termination of employment if this is applicable to you. For more information on your rights and the restrictions under the Kenny Plan, please refer to If You Formerly Participated in Another Plan. • Defer receipt of your Plan Account.
\$7,000 or less, but greater than \$1,000	• Take your entire Plan Account balance in a single lump sum payment. • Take your entire Plan Account balance in a single lump sum payment as a direct rollover to an IRA, 403(b) plan, governmental 457 plan, or to the qualified plan of another employer that accepts rollovers. Roth contributions can be rolled to a Roth IRA. • Take your entire Plan Account balance paid in part to you directly and in part as a direct rollover. • If you fail to elect a single lump sum payment, rollover, or combination by the date that is 60 days after termination, your entire Plan Account balance will be rolled over into an IRA established by the Plan Administrator in your name. If you have a Roth balance, a Roth IRA will be established by the Plan Administrator in your name.
\$1,000 or less	• Take your entire Plan Account balance in a single lump sum payment. • Take your entire Plan Account balance in a single lump sum payment as a direct rollover to an IRA, or Roth IRA, 403(b) plan, governmental 457 plan, or to the qualified plan of another employer that accepts rollovers. • Take your entire Plan Account balance paid in part to you directly and in part as a direct rollover. • If you fail to elect a single lump sum payment, rollover, or combination by the date that is 60 days after termination, your entire Plan Account balance will be paid directly to you at your last known address on file with the Plan.

How to Elect a Distribution

A notice that explains your distribution options will automatically be sent to you when you terminate employment with the Company.

The amount of your distribution is based on the valuation of your Plan Account on the day the transaction is processed. Your distribution will be payable to you (or to a new trustee based on your instructions) and mailed to your home as soon as administratively feasible after you have requested a distribution either by visiting www.netbenefits.com or by calling Fidelity at 1-800-835-5095.

Deferring Distribution

If your Plan Account balance is more than \$7,000 and you wish to defer distribution of your Plan Account, no action is needed on your part. Your Plan Account will remain invested in the

investment options of your choice. You may continue to reallocate your Plan Account among the investment options in the Plan.

However, if you elect to delay the distribution of your vested account balance, there are rules that require that certain minimum distributions be made from the Plan.

Your required minimum distributions (“RMDs”) are required to begin no later than the April 1 following the year you reach your RMD Age (as defined in the chart below), or, if later, following the year in which your employment with the Company terminates.

Effective for individuals attaining...	RMD Age
Age 70 ½ before January 1, 2020 (born before July 1, 1949)	70 ½
Age 70 ½ after December 31, 2019 and age 72 before January 1, 2023 (born on or after July 1, 1949 and before January 1, 1951)	72
Age 72 after December 31, 2022 and age 73 before January 1, 2033 (born on or after January 1, 1951 and before January 1, 1960)	73
Age 73 after December 31, 2032 (born on or after January 1, 1960)	75

Example: Your 72nd birthday was December 15, 2022, and your employment with the Company had terminated. You were required to take your first RMD (for 2022) by April 1, 2023, and your second RMD (for 2023) by December 31, 2023.

Example: Your 72nd birthday was July 1, 2023, and your employment with the Company had terminated. You did not have to take an RMD in 2023. The first year in which you must take an RMD is 2024, the year in which you reach age 73. You are required to take your first RMD (for 2024) by April 1, 2025, and your second RMD (for 2025) by December 31, 2025.

You will be notified by mail of the date of your RMD. Please note that if you are not an active employee of the Company or if you are receiving severance pay, and you do not request a distribution, your RMD will be paid to you automatically no later than March 30 following the year in which you attain your RMD age. The RMD portion of your Plan Account will continue to be paid thereafter when required by law (generally, December of that same year and then once a year thereafter unless you otherwise request a distribution or partial distribution that satisfies these requirements). You will incur significant tax penalties if you do not receive your distribution on the required date.

Therefore, if you do not receive your notice or your distribution by the dates described in this section, contact the [Plan Administrator](#) to ensure your contact information is up-to-date.

You will find a Special Tax Notice Regarding Plan Payments in the distribution materials available when you request a distribution. You are responsible for understanding and planning for the tax implications of any distribution. It is recommended that you read the Tax Notice and/or contact your financial/tax advisor before submitting your distribution election.

In the Event of Your Death

If you die before receiving payment of your entire Plan Account, your vested Plan Account will be paid to your Spouse or designated beneficiary in a lump sum payment as soon as practicable after your death.

If you formerly participated in the Kenny Plan, please refer to [If You Formerly Participated in Another Plan - Participants Formerly Employed by J.J. Kenny Co. Inc.](#)

Refer to [Naming a Beneficiary](#) for information about designating a beneficiary.

If You Are on a Leave of Absence

This section explains how your Plan participation is affected by certain leaves of absence.

If You Are on a Disability Leave

If you are temporarily disabled, your before-tax, catch-up, and after-tax contributions and the Company's matching contributions and non-elective contributions will continue while you are receiving benefits from the Company's short-term disability ("STD") plan. While you are temporarily disabled, you will receive Continuous Service credit as described in [Counting Hours of Service](#). The amount of your benefit from the STD Plan replaces the base salary component of the [Eligible Pay](#) on which the Company's contribution to your profit sharing sub-account is based.

If you are receiving benefits from the Company's LTD plan, you are considered to be on a Disability Leave, unless your Disability Leave ends under one of the terms described below, until the earliest of the dates described below:

- You are no longer disabled under the Company's LTD plan;
- You die or otherwise terminate your employment with the Company; and
- You receive or commence to receive a distribution under any defined benefit plan of the Sponsor or the Company.

While on a Disability Leave, you will receive Continuous Service credit as described in [Counting Hours of Service](#) for purposes of vesting until the earliest of the dates described above.

If you are on a Disability Leave as defined under the terms of the Plan, you will not be permitted to make before-tax, Roth, catch-up, or after-tax contributions and will not receive employer matching contributions or non-elective contributions. However, as long as you are on Disability Leave as defined under the terms of the Plan, you will continue to be eligible for profit sharing contributions to your profit sharing sub-account as long as you continue to receive LTD benefits from the Company. These profit sharing contributions are based on the same pay used to calculate your LTD benefit. You will be eligible for these contributions for as long as you are on Disability Leave.

Note that receiving benefits from the Company's LTD Plan does not automatically mean you are on a Disability Leave as defined under the terms of the Plan. For example, you are receiving benefits from the Company's LTD Plan through 2030, but your employment with the Company terminates as of December 31, 2025. You will receive in early 2026 any profit sharing contributions to which you are eligible that are attributable to the 2025 plan year. However, you will not be eligible for any profit sharing contributions attributable to the 2026 plan year and future years since you are no longer on a Disability Leave as defined under the terms of the Plan.

In addition, you may request a withdrawal of your Plan Account (minimum of \$1,000) while you are disabled and receiving benefits from the Company's LTD plan. Please refer to [Disability Withdrawals](#) for additional information.

If You Are on a Military Leave of Absence

Key Term

A **Military Leave** is an absence from employment with the Company due to the performance

of duty, on a voluntary or involuntary basis, in a uniformed service of the United States, under competent authority and includes active duty, active duty for training, initial active duty for training, inactive duty training, full-time National Guard duty, and a period for which you are absent from a position of employment for the purpose of an examination to determine your fitness to perform any such duty. Under the Plan, you will not be treated as absent due to Military Leave unless:

- You have given advance notice of your military service to the Plan Administrator;
- The cumulative length of your absence and absence for prior Military Leaves from the Company does not exceed five years or such other period of time permitted by USERRA; and
- You report to, or submit an application for reemployment to, the Company by the deadline imposed by the Company in accordance with USERRA.

How Your Plan Participation Is Affected

You will continue to receive Continuous Service for vesting purposes while on Military Leave. If you return to work with the Company following the end of your Military Leave and within the allowable time permitted by the Uniformed Services Employment and Reemployment Rights Act of 1994, as amended (“USERRA”), you will be eligible:

- To receive profit sharing contributions and non-elective contributions based on the [Eligible Pay](#) you would have received if not for military service (or if that Eligible Pay cannot be determined, based on your average [Eligible Pay](#) during the 12-month period preceding the Military Leave, or if shorter, the period you worked for the Company prior to the Military Leave);
- To elect to make up the before-tax, Roth (if you are a Non-Guild Eligible Employee), after-tax contributions and catch-up contributions (if you would have been eligible to make catch-up contributions during your Military Leave) subject to the Annual IRS Compensation Limit, Annual Account Limit, Participant Contribution Limit and limit on catch-up contributions in effect for the year for which such contributions are being made; and
- To receive, if you contribute make-up before-tax and/or Roth contributions, the employer matching contributions that you would have received in the year for which the before-tax and/or Roth contribution is made.

If you wish to contribute make-up tax deferred contributions, Roth contributions, after-tax contributions and catch-up contributions, you must do so during a period that begins on the date that you return to work with the Company following your Military Leave and ends on the earlier of three times the period of your uniformed service, or five years.

Loans While on Military Leave

If you have a Plan loan outstanding when your Military Leave commences, you are not required to make a loan payment during the Military Leave until the earlier of:

- The date of your reemployment with the Company or an Affiliate; or
- The end of your Military Leave.

If you elect not to make loan payments during the Military Leave and are reemployed by the Company by the deadline imposed by the Company, the original period for repaying the loan will be extended by the period of your Military Leave. The amount of interest you will owe on your outstanding loan balance will continue to grow during the period in which no payments are being

made. At the time that repayments must begin, you will be given information about your repayment options.

You may continue to make loan payments while on Military Leave via check or money order. For more information, refer to [Loans and Withdrawals](#).

If You Are on a Parental Leave

If you are on an approved Parental Leave, you will be credited with the hours toward Continuous Service that you would have received if you had not been on the Parental Leave.

Key Term

A **Parental Leave** is an approved leave of absence because of:

- Your pregnancy;
- The birth of your child;
- Your adoption of a child; or
- Caring for your child after birth or adoption.

If You Are on Another Type of Approved Unpaid Leave of Absence

If you are on a Family and Medical Leave (an “FMLA”) or other Leave of Absence, you will be credited with the hours toward Continuous Service that you would have received if you had not been on the Leave of Absence. If those hours cannot be determined, you will receive credit for eight hours each normal workday of your absence.

Key Terms

FMLA is a leave of absence permitted under the Family and Medical Leave Act of 1993, as amended, and the applicable rules and regulations.

A **Leave of Absence** means an absence from work that has been approved by the Company on a uniform and nondiscriminatory basis to similarly situated employees and that is not a Disability Leave, FMLA, Parental Leave or Military Leave.

If you are on an unpaid Leave of Absence or FMLA, you will not be permitted to make tax-deferred contributions, Roth contributions, catch-up contributions, or after-tax contributions and will not receive employer matching contributions until you return to work with the Company.

Your Plan Account will continue to be credited with earnings (or losses) during your Leave of Absence or FMLA. If you decide not to return to work with the Company, you may elect to receive your Plan Account, roll it over into another plan or leave it in the Plan in accordance with [Distribution Options Upon Termination of Employment](#).

Fidelity Customer Protection Guarantee

Important information about keeping your Company-sponsored qualified retirement plan benefits safe.

Protecting your Plan benefits and personal information from fraud, cyber threats and unauthorized activity is a top priority. To support that, Fidelity Investments, our benefits administrator, offers the Fidelity Customer Protection Guarantee to reimburse losses due to fraud when you take steps to help us protect your account.

How the Guarantee Works

When you take the required steps to help us protect your Plan benefits account, the program will reimburse your Plan benefits for any amount taken due to unauthorized activity and through no fault of your own. This coverage is provided at no cost to you. The Guarantee only covers reimbursement of Plan benefits and does not cover benefits under any non-qualified retirement or other plan sponsored by S&P Global. Cash and securities in Fidelity accounts managed by independent investment advisors are covered, but as described below, transactions and other activities made by your investment advisor for you (or any transactions or activities initiated by someone with whom you have given access to your account information and/or account credentials) are considered authorized by you and are not covered by the Guarantee.

Your Plan benefits will be reimbursed for the unauthorized payment if both of the following requirements are met:

- An investigation determines that you did not authorize the payment.
- You meet the eligibility requirements described in [What You Need to Do](#).

What You Need to Do

To be eligible for coverage under the Fidelity Customer Protection Guarantee:

You must frequently check your account information and promptly review correspondence, account statements, confirmations, and alerts as they are made available to you, but no later than 30 days after that information is posted to your account or delivered to you.

You must immediately contact and report to Fidelity by calling 800-544-6666 if you suspect any unauthorized account activity, errors, or discrepancies, if you lose the device you normally use to contact us, or if you have not received your account statements.

You must also maintain up-to-date contact information with us so that you can receive timely account communications and to ensure that we can contact you in case of suspected unauthorized activity.

What must I do to protect my accounts?

- Use a unique username and password when setting up online credentials.
- Change your password and notify us immediately if you become aware that you are the victim of identity theft.
- Actively monitor your accounts and never share your account access information, including username, password, and answers to security questions, with anyone, or grant someone else access to your account.

- If you want to share access to your account with your financial advisor, confirm with your advisor whether they are a Registered Investment Advisor (“RIA”) with Fidelity. Only an RIA can be granted such access. Permitting a non-RIA to access your account will make you ineligible for the Fidelity Customer Protection Guarantee.
- If you have a unique need and want to grant a Power of Attorney that empowers a trusted individual to access your account, you may do so by following the instructions located at: <https://www.fidelity.com/customer-service/how-to-set-up-or-get-power-of-attorney>. Note that you may not grant a Power of Attorney to an investment advisor for this purpose.
- You should also never grant remote access to your computer or readback a one-time security password unless you have initiated the service call to a phone number that you have verified to be valid. Fidelity will never contact you to ask for this information or to gain access to your computer.

You should visit Fidelity’s security pages at <https://www.fidelity.com/security> or at www.netbenefits.com to learn more about ways to protect yourself.

In addition to risking violation of the Fidelity Customer Protection Guarantee, if you fail to take the above actions designed to protect your accounts, S&P Global Inc., the U.S. Benefits Committee of S&P Global, and the Plan will not be responsible for any losses that arise based on your failure to maintain the security of your account.

What If I Have a Claim?

If you suspect fraudulent activity in your Plan accounts, you must first file a claim for a recoupment of your Plan benefit loss with the Fidelity Customer Protection Guarantee in order to exhaust your rights under the Plan’s ERISA claims procedures.

Fidelity will ask for your cooperation with its investigation and may require you to take follow up actions. For example, Fidelity may ask you to have a professional computer security company clean your computer hard-drive. Fidelity may also ask you to file a police report, provide an affidavit, take steps to recover the funds from a wrongdoer known to you or sign a release.

Fidelity will investigate each claim and determine the applicability of the Fidelity Customer Protection Guarantee and any reimbursement amounts based upon the facts of your situation.

Fidelity does not cover taxes, legal fees, lost opportunity costs, consequential/non-monetary damages, or other amounts that have been or are eligible to be reimbursed, for example, by a depository bank, outside investment provider or through insurance.

What if Fidelity denies my claim?

Upon denial of your claim for recoupment of your Plan benefits, you may submit a separate claim for a benefit determination under the Plan’s [Claims and Appeals Procedures under ERISA](#). **The Plan’s claims procedures require you to first file a claim for recoupment of a Plan loss with Fidelity prior to commencing a claim under the Plan’s ERISA claim procedures.**

What’s Not Covered

If you grant access or authority to, or share your Plan account access credentials or information with, any persons or entities, their activity will be considered authorized by you and not covered

by the Fidelity Customer Protection Guarantee. Losses of cash, securities, or digital assets transferred to outside accounts that are beneficially owned by you are not covered by the Fidelity Customer Protection Guarantee. Also not covered is any activity by an employer/plan administrator, financial intermediary, or third-party who is authorized by you to access your data (or who received your data as a result of that access), or with whom you've shared or provided access to your username, password, or account number, or from malware or a breach of security that affects the systems of any of those parties. If you direct Fidelity to share account access information about you or your accounts with any third-party, the Fidelity Customer Protection Guarantee does not cover any losses or activity resulting from the sharing of that information, including any misuse or theft of that information from a third party.

The Fidelity Customer Protection Guarantee does not cover losses to the extent they arise from something other than unauthorized access to your assets through your Plan accounts. The Fidelity Customer Protection Guarantee also does not cover accounts held outside of Fidelity or assets that are not held in a Plan accounts, including certain annuities and insurance products, Fidelity Advisor Fund accounts, and Fidelity Advisor 529 accounts.

Credit and debit card and check-writing transactions, and physical theft are not covered by the Fidelity Customer Protection Guarantee. For fraud which has occurred through such activity, refer to the terms and conditions sent with the card or first order of checks.

For more information about Fidelity's policies with respect to credential sharing, please review [Fidelity's Terms of Use](#) and this overview of the [Fidelity Customer Protection Guarantee](#).

Actions and losses not covered by the Fidelity Customer Protection Guarantee, or other actions you take or fail to take that compromise the security of your account, will not be the responsibility of S&P Global Inc., the U.S. Benefits Committee of S&P Global, or the Plan.

For More Information

More information about the program is available by visiting www.netbenefits.com or by calling Fidelity at 1-800-835-5095. (If you're outside of the United States, please visit <https://www.fidelity.com/customer-service/phone-numbers/international> to find a toll-free number. Representatives are available between 9 a.m. and 5 p.m. Eastern Standard Time, Monday through Friday.

The Fidelity Customer Protection Guarantee does not alter or supersede any account or other agreements that you have with Fidelity and is offered under the laws of Massachusetts.

Disclaimer: Eligibility for the Fidelity Customer Protection Guarantee is contingent on your compliance with eligibility requirements set forth herein, as well as those set forth on the Security Center of the S&P Global Inc. Retirement Plan benefits website, www.netbenefits.com, including, but not limited to the Fidelity Customer Protection Guarantee FAQs (collectively the "Guarantee Materials"). S&P Global Inc. reserves the right to amend, modify, or supplement the Guarantee Materials at any time, for any reason, with or without notice.

In addition, S&P Global Inc., the U.S. Benefits Committee of S&P Global, and the Plan are not responsible for any losses attributable to actions you take that undermine or compromise the security of your Plan account(s), whether or not such actions would lead to a loss of coverage under the Fidelity Customer Protection Guarantee. Such actions include, but are not limited to, sharing your account password, assisting a third-party in accessing your account by providing

two-factor authentication information to the third-party, or otherwise granting access to your account to a third-party, including a financial intermediary or advisor.

Other Important Plan Information

This section of the SPD provides important information about the Plan, including certain federal laws and your rights under the Plan.

If Your Job Status Changes or You Transfer

The following rules apply if your job status changes to or from a position that qualifies you as an Eligible Employee under the Plan:

- Your change in job status will not trigger a distribution from the Plan; payments can be made only after your employment with the Company terminates.
- If you become an ineligible employee, for example, by transferring to a Non-Participating Employer, you will no longer be able to make contributions to the Plan or have contributions made to the Plan on your behalf by the Company while you are an ineligible employee.
- If you transfer to or from a subsidiary of S&P Global that has adopted the Plan, i.e., a Participating Employer, so that you always remain an Eligible Employee, your participation in the Plan will be unaffected by such transfer.

If You Formerly Participated in Another Plan

If you formerly participated in a plan that has been merged into the Plan, you and your beneficiary may have rights that apply to the portion of your Plan Account attributable to that prior plan. Some of these rights are summarized below. Contact Fidelity at 1-800-835-5095 for additional information regarding these prior plans.

Participants Formerly Employed by J.J. Kenny Co., Inc.

If you formerly participated in the Kenny Plan:

- Contributions transferred from the Kenny Plan generally may not be withdrawn while you are an employee of the Company.
- When your employment with the Company terminates, you may elect to receive the portion of your Plan Account attributable to contributions made to the Kenny Plan in one of the following forms:
 - A single lump sum;
 - A single life annuity providing equal payments for your life;
 - Installments over a term certain period up to 10 years (the Term Certain Annuity Contract);
 - A joint and survivor annuity providing equal payments for your life, with a survivor annuity for the life of your designated joint annuitant. You may designate the survivor annuity to be 50%, 75% or 100% of the amount payable prior to your death.
- If you have a Spouse as of the date of your first payment, the portion of your Plan Account attributable to contributions made to the Kenny Plan will be distributed as a joint and survivor annuity providing equal payments for your life, with a survivor annuity for the life of your Spouse that is one-half the amount of the annuity payable during your life. However, you may elect another form of distribution with the written consent of your Spouse.
- If, with the consent of your Spouse, you elect a form of payment other than a joint and survivor annuity, and you die before payment commences, your election will be ineffective and the portion of your Plan Account attributable to contributions made to the Kenny Plan will be paid in a joint and survivor annuity to your Spouse.
- You will **not** be eligible to take a Domestic Violence Distribution.
- You are eligible to take a Qualified Disaster Recover Distribution, subject to your spouse's written, notarized approval.

Participants Formerly Employed by Grow Network/McGraw-Hill (“Grow Network”)

If you formerly participated in the Grow Network/McGraw-Hill 401(k) Profit Sharing Plan and Trust (the “Grow Plan”):

- You will receive Continuous Service credit for your prior service with Grow Network for purposes of vesting and eligibility under the Plan.
- If you die before the portion of your Plan Account attributable to the assets from the Grow Plan (the “Grow Account”) is distributed to you, your Grow Account will be distributed in a single lump sum to your beneficiary.
- If your beneficiary is your surviving Spouse, such distribution must be made by the later of:
 - December 31 of the calendar year following the calendar year of your death; and
 - December 31 of the calendar year in which you would have attained age 72.
- If your beneficiary is anyone other than your surviving Spouse, such distribution must be made by December 31 of the calendar year of the fifth anniversary of your death.
- If you are eligible to participate in the Plan and to have profit sharing contributions credited to your Plan Account, you will be 100% vested in all future profit sharing contributions.

Participants Formerly Employed by Capital IQ, Inc. (now S&P Global Market Intelligence Inc.) (“Capital”)

If you formerly participated in the Capital IQ, Inc. 401(k) Profit Sharing Plan and Trust (the “Capital Plan”):

- You will receive Continuous Service credit for your prior service with Capital for purposes of vesting and eligibility under the Plan;
- If you die before the portion of your Plan Account attributable to the assets from the Capital Plan (the “Capital Account”) is distributed to you, the entire interest of your Capital Account will be distributed in a single lump sum to your designated beneficiary.
 - If your beneficiary is your surviving Spouse, such distribution must be made by the later of (i) December 31 of the calendar year following the calendar year of your death and (ii) December 31 of the calendar year in which you would have attained age 72.
 - If your beneficiary is anyone other than your surviving Spouse, such distribution must be made by December 31 of the calendar year of the fifth anniversary of your death.

Participants Formerly Employed by Vista Research, Inc. (“Vista”)

If you formerly participated in the Ambrose Multiple Employer Retirement Savings Plan (the “Ambrose Plan”):

- You will receive Continuous Service credit for your prior service with Vista for purposes of vesting and eligibility under the Plan;
- If you die before the portion of your Plan Account attributable to the assets from the Ambrose Plan (the “Ambrose Account”) is distributed to you, your Ambrose Account will be distributed in a single lump sum to your designated beneficiary.
 - If your beneficiary is your surviving Spouse, such distribution must be made by the later of (i) December 31 of the calendar year following the calendar year of your death and (ii) December 31 of the calendar year in which you would have attained age 72.
 - If your beneficiary is anyone other than your surviving Spouse, such distribution must be made by December 31 of the calendar year of the fifth anniversary of your death.

Participants Formerly Employed by J.D. Powers & Associates (“JDPA”)

If you formerly participated in the J.D. Powers and Associates 401(k) Profit Sharing Plan (the “JDPA Plan”):

- You will receive Continuous Service credit for your prior service with JDPA for purposes of vesting and eligibility under the Plan.
- If you received any profit sharing contributions under the JDPA Plan, these contributions are 100% vested.

Participants Formerly Employed by IHS Markit, Inc. or one of its Subsidiaries (“IHS Markit”)

If you are a former employee of IHS Markit, Inc. or one of its subsidiaries (automotiveMastermind, Inc., CARFAX, Inc. IHS Markit, Ltd., Markit North America, Inc. and MarkitSERV, LLC (a “Former IHS Employee”):

You are 100% vested in any account balances transferred from the IHS Markit 401(k) Plan to the Plan.

Any beneficiary designation you made under the IHS Markit 401(k) Plan will carry over to the Plan. However, you are strongly encouraged to check your beneficiary designation under the Plan to make sure it accurately reflects your current choice of beneficiaries. Any beneficiary designation made under the Plan will replace a beneficiary designation made under the IHS Markit 401(k) Plan.

Outstanding loans under the IHS Markit 401(k) Plan will carry over to the Plan after the merger of the IHS 401(k) Plan into the Plan. If you have an outstanding loan under the IHS Markit 401(k) Plan, you will continue to repay your loans in the Plan in the same manner as you have in the IHS Markit 401(k) Plan. The merger of the IHS Markit 401(k) Plan into the Plan will not affect the terms or length of your loans as set forth under the IHS Markit 401(k) Plan.

If you have one of the separate accounts listed below, you can take a withdrawal at any time from them at any, regardless of whether you have attained age 59½ or experienced a hardship:

- A separate account for employer matching contributions for periods prior to 2007 under the IHS Markit 401(k) Plan;
- A separate account for employer non-elective contributions received beginning on or after January 1, 2012, and before January 1, 2017, and your separate account for employer non-elective contributions as of August 22, 2017;
- A separate Employer Discretionary Contributions account transferred from the Compliance Technologies International LLC Incentive Savings Trust; and
- Up to the balance that was in your employee contributions accounts as of May 1, 2006, if you were employed by the former CERA Employing Unit.

Participants Formerly Employed by TruSight Solutions LLC (“TruSight”)

If you formerly participated in the TriNet 401(k) Plan for Employees of TruSight (the “TruSight Plan”):

- You will receive Continuous Service credit for your prior service with TruSight for purposes of vesting and eligibility under the Plan;

- You are 100% vested in any account balances transferred from the TruSight Plan to the Plan;
- Outstanding loans under the TruSight Plan will carry over to the Plan after the merger of the TruSight Plan into the Plan. If you have an outstanding loan under the TruSight Plan, your will continue to repay your loans in the Plan in the same manner as you have in the TruSight Plan. The merger of the TruSight Plan into the Plan will not affect the terms or length of your loans as set forth under the TruSight Plan; and
- Any beneficiary or alternate payee designation you made under the TruSight Plan will carry over to the Plan.

Top-Heavy Rules

Generally, under current tax law, if a plan provides more than 60% of its benefits to “key” employees, that plan is considered to be “top heavy.” Both “top-heavy” and “key” employees are terms defined in the Internal Revenue Code.

In the unlikely event that the Plan becomes top-heavy, you will be notified, your contributions may be adjusted, and your vesting may be accelerated to keep the Plan qualified under IRS regulations.

Effect of Being a Multiple Employer Plan

Since this Plan is a multiple employer plan, the Plan Administrator will apply the top-heavy rules separately to “related” Participating Employers within the same controlled group.

Nondiscrimination Rules

The Plan must comply with rules that provide that the Plan must not discriminate in favor of highly compensated employees with respect to coverage, contributions and other benefits, rights and features. Each year, the Plan must satisfy an average deferral percentage (ADP) test which provides that the before-tax contributions and Roth contributions made by highly compensated employees (as a percentage of [Eligible Pay](#)) is not excessive when compared to the before-tax contributions and Roth contributions made by non-highly compensated employees. Similarly, the Plan must satisfy an average contribution percentage (ACP) test which provides that the after-tax contributions and employer matching contributions made on behalf of highly compensated employees (as a percentage of [Eligible Pay](#)) is not excessive when compared to the after-tax contributions and employer matching contributions made on behalf of non-highly compensated employees. If the Plan does not satisfy these tests, it may return excess deferrals or contributions to highly compensated employees or it may make additional contributions to non-highly compensated employees.

Effect of Being a Multiple Employer Plan

Since the Plan is a multiple employer plan, the Plan Administrator will apply the ACP test separately to “related” Participating Employers within the same controlled group and the determination of who is a “highly compensated employee” will be made separately by “related” Participating Employers within the same controlled group.

Currently, the Plan is a “safe-harbor plan” for purposes of satisfying the ADP test and the ACP test (except for after-tax contributions). Because it is a safe-harbor plan, the Plan will satisfy the ADP test for before-tax contributions and Roth contributions and the ACP test for matching contributions by making the following matching contributions under the Plan on your behalf: 100% of your before-tax contributions and/or Roth contributions up to 4% of [Eligible Pay](#).

Annually, the Plan must satisfy the ACP test for after-tax contributions and, as mentioned above, will notify you in the event it needs to take action if the Plan does not satisfy this test.

By making these matching contributions, the Company will be entitled to rely on a contribution safe harbor that is permitted by the Internal Revenue Code. The safe harbor on which the Company intends to rely is included in sections 401(k)(12)(B), 401(k)(12)(D) and 401(m)(11) of the Internal Revenue Code. Accordingly, while the Company relies on a contribution safe harbor, they will not need to perform the ADP test for before-tax contributions and the ACP test for matching contributions, however, will need to perform the ACP test for after-tax contributions. During the last quarter of each year, you should receive a notice from the Plan Administrator that provides additional information regarding this safe harbor and how it will apply to the Plan in the following year.

Amendment and Termination

S&P Global has the right to amend, modify, suspend or terminate the Plan in whole or in part at any time and for any reason.

If the Plan continues but all contributions cease, all necessary provisions of the Plan (other than those relating to contributions) remain in effect. In addition, the Trust provisions remain in existence. The Trustee and the Plan Administrator will hold, administer, and distribute all Plan assets according to the terms of the Governing Documents.

If the Plan is terminated completely, all amounts credited to your Plan Account are non-forfeitable and you are entitled to receive the amount credited to your Plan Account. At its discretion, the Plan Administrator may authorize payment of this amount in cash or in the assets held in the Plan's Trust. The Company does not guarantee the continuation of any benefit during employment, or at or during retirement, nor does it guarantee any specific level of benefits or contributions.

Source of Benefits

Your benefits under the Plan are related to the contributions credited to your Plan Account and the investment performance of the investment options in which your Plan Account is invested.

Your benefits are not insured by the Pension Benefit Guaranty Corporation, which insures certain types of benefits under defined benefit pension plans.

Restrictions on Payments

Your Plan benefits are intended to provide retirement income to you and your beneficiary. You or your beneficiary cannot assign, transfer, or pledge the benefits payable to you to another person. However, your Plan Account can be paid according to a QDRO.

Key Term

A **QDRO** is an order from a state court that meets certain legal specifications and directs the Plan Administrator to pay all or a portion of a participant's Plan benefits to a Spouse, former Spouse, child or other dependent. A QDRO is issued pursuant to a divorce or marital separation.

You will be notified if an attempt is made to assign all or a portion of your Plan Account through a QDRO. In addition, your Plan Account will be charged a processing fee of \$300 per standard

web-generated order, \$1,200 per modified web-generated or custom order or \$1,800 per order covering multiple retirement plans, including the Plan, for any QDRO.

For more information or for a copy of the procedures governing QDROs (provided at no charge), please visit www.netbenefits.com or call Fidelity at 1-800-835-5095.

In addition, if you commit a crime against the Plan or you breach a fiduciary duty to the Plan, a court may order, or a legal settlement between you and a government agency may provide, that all or a portion of your Plan Account will be paid to the Plan.

Not a Contract of Employment

Neither the Plan nor this SPD creates an employment contract or any type of employment guarantee.

When Participation Ends

Your participation in the Plan will end when you receive your entire Plan Account balance. If the Plan is terminated, all distributions and withdrawals will be made in accordance with the terms of the Plan in effect on the date of the Plan termination.

How Taxes Affect Your Benefit

Your Contributions

Contributions to your before-tax sub-account are deducted from your paycheck on a pre-tax basis – that is, before federal and most state income taxes are withheld. This reduces your income taxes during the year in which you make your contributions. However, your Social Security tax withholding will be determined based on pay including these contributions. Your Social Security benefits are not affected by your participation in the Plan. And, although your pay is reduced for income tax purposes when you make before-tax contributions, these contributions do not reduce your other pay-related benefits, such as life insurance. You will not have to pay income taxes on your before-tax contributions and their earnings, employer matching contributions and their earnings, profit sharing contributions (if any) and their earnings and employer non-elective contributions (if any) and their earnings until you receive a Plan distribution.

Contributions to your Roth sub-account are deducted from your paycheck on a post-tax basis, meaning they are subject to current federal and state income taxes at that time. Later, when Roth contributions are distributed to you, you will not be taxed on these contributions. Earnings on these contributions will not be subject to income tax if the distribution is considered a qualified distribution (i.e., made after the Roth account is at least five years old and after you have attained age 59½ or older, become disabled or die).

Contributions to your after-tax sub-account are deducted from your paycheck on a post-tax basis, meaning they are subject to current federal and state income taxes at that time. Later, when after-tax contributions are distributed to you, you will not be taxed on these contributions. You will, however, be taxed on the earnings on these contributions at the time of distribution.

Tax on Distributions and Withdrawals

When you or your beneficiary receive a distribution from the Plan, you or your beneficiary are responsible for paying applicable federal, state and local income taxes.

Any taxable portion of your Plan Account that you receive as a lump sum payment (except a hardship withdrawal) will be subject to a mandatory 20% federal income tax withholding, unless you elect to roll over the payment to an IRA or Roth IRA for Roth balances. Your hardship withdrawal will be subject to a 10% federal income tax withholding, unless you elect no withholding. State and local income tax withholding may also apply.

In addition to ordinary income taxes, if you receive a payment before you reach age 59½, then you may have to pay an extra federal excise tax equal to 10% of the taxable portion of the payment. The additional 10% federal excise tax generally does not apply to (i) payments that are paid after you terminate employment with the Company if you terminate during or after the year you reach age 55, and (ii) payments that are paid because you terminate employment with the Company due to disability (as defined in the Internal Revenue Code).

Eligible Rollover Distributions

The Plan is a tax-qualified plan that meets the requirements of the Internal Revenue Code Section 401(a) and ERISA. You (or in some cases your beneficiary) can defer paying taxes if your lump sum payment from your Plan Account is rolled over or transferred directly to a tax-qualified plan of another employer, a 403(b) plan, 457 plan or a traditional individual retirement

account (IRA) or Roth IRA. A qualified plan is a plan sponsored by your employer that meets certain IRS requirements and is therefore subject to special tax rules. You (or in some cases your beneficiary) may also defer paying taxes if you roll over your lump-sum distribution to a 403(b) plan (which is generally sponsored by a tax-exempt entity) or a 457 plan (which is generally sponsored by a state or local government), as long as that plan chooses to accept your rollover. You may elect either a direct rollover (in which the distribution is transferred directly to the recipient plan or IRA) or you may roll over the distribution within 60 days of receiving it from the Plan. Please also note that if you receive a hardship withdrawal, you will not be allowed to roll over your withdrawal.

Note that you may roll over all, or a portion of, your Plan Account to a Roth IRA. A rollover to a Roth IRA will not defer taxes on the amount of the rollover. However, when you take a distribution from the Roth IRA, the earnings on the amount rolled over from the Plan will not be taxed, as long as you are at least 59½ and the Roth IRA account is at least five years old. It is not the responsibility of the Plan Administrator to determine if you are eligible to make a rollover to a Roth IRA.

Lump sum distributions to your Spouse or to a spousal alternate payee are also eligible for a direct rollover or a 60-day rollover. Distributions to a non-Spouse beneficiary may be rolled over using the direct rollover method only and are subject to special rules.

Special Rules for Stock Distributions

You should be aware that distributions of S&P Global stock following your termination of employment from the Company may have special tax treatment. If your distribution qualifies as a “lump sum distribution” under the Code, you may elect the following special tax treatment:

- At the time of distribution, you will be taxed only on the “cost basis” you have in the Company stock (this is the amount paid for the stock at the time it was purchased for your Plan Account) and only to the extent it does not exceed the current market value of the stock.
- When you later sell the Company stock, you will receive long term capital gains treatment for the difference between the market value of the stock (at the time of distribution) and the cost basis. Long term capital gains may be taxed at lower tax rates than ordinary income tax rates.
- Any appreciation in the stock after the date of distribution to you will receive either short or long term (held for at least one year) capital gains treatment, depending upon how long you continue to hold the stock after its distribution from a Plan to you.

Normally, any distribution of Company stock while you are still employed will be taxed as ordinary income and will not be eligible for the above special treatment.

Additional Information

You (or, in the event of your death, your beneficiary) will receive more detailed information about the tax laws affecting your benefits before you are scheduled to receive a distribution or withdrawal. Tax laws change from time to time, and the tax impact of receiving payments from the Plan will also vary with your individual situation.

You will receive a Special Tax Notice Regarding Plan Payments in your benefit election materials. You are responsible for understanding and planning for the tax implications of any distribution. It is recommended that you read the Special Tax Notice Regarding Plan Payments

and/or consult with your financial/tax advisor before electing how your Plan Account will be distributed.

Please consult your personal financial advisor for more information about tax implications before taking any distribution or withdrawal from the Plan or rolling over any amount to another plan or to an IRA (including a Roth IRA).

How to Apply for Benefits

To receive benefits from the Plan, please visit www.netbenefits.com or call Fidelity at 1-800-835-5095. You can generally expect to receive your distribution within two weeks but not before you terminate employment with the Company and its Affiliates.

If your application for benefits is denied, you have certain rights under the law. The claims review and appeal procedures are described in [Claims and Appeal Procedures](#). For more information, see [Your Rights Under ERISA](#).

Claims and Appeal Procedures

Claims Procedure

You, your beneficiaries after your death or any individual duly authorized by you have the right under ERISA and the Plan to file a written claim for benefits under the Plan by writing to the Plan Administrator at the address provided in [Administrative Information](#). You, your beneficiaries after your death or your authorized representatives are referred to as the "Claimant." However, before a Claimant can file a claim for benefits due to fraudulent activity that is the result of incidents that include (but are not limited to) unauthorized activity, account compromise, loss of an access device, identity theft, or other cybersecurity threats to the Claimant's account (each a "Security Incident" and, collectively, "Security Incidents"), the Claimant must first seek recovery under any protection or recovery program, such as the [Fidelity Customer Protection Guarantee](#), intended to cover such losses that are offered by the Plan's third-party recordkeeper. If the Claimant's claim for recoupment of Plan benefits under a protection or recovery program is denied, then a claim may be filed under the Plan.

Under ERISA, a claim is a request for benefits under a plan. Under the Plan, a casual inquiry regarding eligibility requirements or a casual inquiry about Plan benefits is not treated as a claim and is not subject to these claim and appeal procedures.

If the Plan Administrator denies the Claimant's claim in whole or in part, the Claimant will be notified in writing ordinarily within 90 days after the claim is filed. However, this deadline may be extended for up to an additional 90 days because of special circumstances. If an extension to this deadline is required, you will be notified in writing in advance of the original deadline of the reasons for the delay. The extension notice will indicate the special circumstances requiring an extension of time and the date by which the Plan Administrator expects to render the benefit determination.

The notification of your claim denial will include:

- The reason for the denial;
- The specific Plan provisions on which the denial was based;
- A description of any additional information needed to process your claim;
- An explanation of the claim review procedure;
- A statement of the time limitations applicable to the claims procedures; and
- A statement of the Claimant's right to bring a civil action under Section 502(d) of ERISA if the claim is appealed and the appeal is fully or partially denied.

Appeals Procedure

If the claim for benefits is denied, the Claimant has the right to appeal the adverse decision. To do so, the Claimant must submit, within 60 days following the receipt of the notice of denial, a written appeal to the Appeals Reviewer at the address provided in [Administrative Information](#). If possible, the Claimant should include with the appeal any documents or records that support the Claimant's appeal.

A Claimant who fails to submit a written appeal request to the Appeals Reviewer within the 60-day period will have no further right to appeal and will not be permitted to file a claim under Section 502(a) of ERISA.

The Claimant has the right to:

- Review pertinent Plan documents;
- Obtain, upon request and at no charge, reasonable access to and copies of all documents, records and other information relevant to the Claimant's claim; and
- Submit written comments, documents, records and other information supporting the Claimant's position.

The review will take into account all comments, documents, records, and other information the Claimant submitted, without regard to whether such information was submitted or considered in the initial claim determination. In addition, the Appeals Reviewer will follow reasonable procedures to verify that its benefit determination is made in accordance with the applicable Plan documents and the applicable provisions of such documents are applied to the Claimant in a manner consistent with how such provisions have been applied to other similarly situated Claimants.

Generally, the Claimant will receive a written decision on the appeal within 60 days of receipt of the appeal by the Appeals Reviewer, unless the Appeals Reviewer determines that special circumstances require an extension of time of up to an additional 60 days for processing the claim. If the Appeals Reviewer determines that an extension of time for processing is required, written notice of the extension will be furnished to the Claimant prior to the termination of the initial 60-day period. The extension notice will indicate the special circumstances requiring an extension of time and the date by which the Appeals Reviewer expects to render the determination on review.

If the decision of the Appeals Reviewer is adverse, the notice of decision on appeal will give specific reasons for the decision and contain references to the Plan provisions on which the decision is based. The notice will provide a statement that the Claimant has the right to obtain, upon request and at no charge, reasonable access to and copies of all documents, records and other information relevant to the Claimant's claim and also a statement describing the Claimant's right to bring a civil action under Section 502(a) of ERISA if the Claimant's appeal is denied.

Nonetheless, the Plan Administrator and the Appeal Reviewer will each have the power to designate one or more persons as it deems necessary or desirable in connection with the Plan, who may or may not be employees of the Companies, to serve or perform some or all of the functions of the Plan Administrator or the Appeal Reviewer on its behalf, as outlined in [Claims and Appeals Procedures](#). Any persons designated as Appeal Reviewer in lieu of the individual or entity named in [Administrative Information](#) will be an individual, or any subordinate of such individual, who was not consulted in connection with the adverse benefit determination that is the subject of the appeal.

Extension of deadlines

The deadlines noted in this section may be extended from time to time by regulators. When such deadlines are extended, the extensions will automatically be applied, as applicable.

Judicial Review

The Claimant must timely pursue and exhaust all of the claim and appeal rights described above before seeking any other legal recourse regarding claims for benefits. The Claimant may not bring any action at law or in equity to recover benefits under the terms of the Plan, to enforce the Claimant's rights under the terms of the Plan, or to clarify the Claimant's right to

future benefits under the terms of the Plan unless and until the appeal rights described above have been exercised and the benefits requested in such appeal have been denied in whole or in part (or there is any other adverse benefit determination). If the Claimant wishes to seek judicial review of any adverse determination, the Claimant must file a civil action under Section 502(a) of ERISA within the **one-year period** beginning on the earliest of: (i) the date that the statute of limitations would commence under applicable law, (ii) the date upon which the Claimant knew or should have known that the Claimant did not receive all amounts due under the Plan, or (iii) the date on which the Claimant fully exhausted the Plan's administrative remedies – that is, by the later of the date on which an adverse determination on review is issued or the last day on which a final decision should have been issued – or the Claimant will be forever prohibited from commencing such action. Any judicial proceeding may only be brought in the United States District Court – Southern District of New York, and the record and arguments presented to a court will be strictly limited to the record and arguments timely presented to or considered by the Appeals Reviewer. If a court with jurisdiction determines based on controlling law that such venue is unenforceable, any judicial proceeding commenced, may only be brought in the United States District Court where you reside.

Other Important Plan Information

The remainder of the SPD provides important information about the Plan, including certain federal laws and your rights under the Plan.

Administrative Information

Name of Plan

The 401(k) Savings and Profit Sharing Plan of S&P Global Inc. and Its Subsidiaries

Type of Plan

The Plan is a defined contribution profit sharing and 401(k) plan that is a multiple employer plan.

Plan Number

The number assigned to the Plan for government filing purposes is: 002

Plan Year

The Plan Year, which is the calendar year, is used for purposes of maintaining the Plan's records.

Plan Sponsor

S&P Global Inc.
55 Water Street
New York, NY 10041-0004
1-212-438-2000

Employer Identification Number

The Internal Revenue Service has assigned the Employer Identification Number (EIN) 13-1026995 to the Sponsor. If you need to correspond with a government agency about the Sponsor or the benefit plan, use this number along with the Plan name and the Sponsor's name.

Type of Administration

The Plan Sponsor has established a trust to receive and manage its contributions to the Plan. The Trustee will administer all of the assets of the Plan until your retirement, termination of employment, or death. When any of these events occur, the Trustee will distribute your benefit in accordance with the Plan's provisions.

Plan Trustee

The name and address of the Trustee is:

Fidelity Management Trust Company (FMTC)
245 Summer Street V7D
Boston, MA 02210

401(k) Plan Recordkeeper

The recordkeeper of the Plan is Fidelity Investments.

Plan Administrator

The Plan Administrator is:

U.S. Benefits Committee of S&P Global
55 Water Street
New York, NY 10041-0004
1-212-438-1000

The Plan Administrator has responsibility for the interpretation and construction of the Plan and final authority with respect to operation and administration of the Plan, including the day-to-day responsibility for its operation and administration and determinations regarding claims for benefits. The Plan Administrator has the power and the duty to take all actions and to make all decisions necessary or proper to carry out its responsibilities, powers and duties under the Plan. All determinations of the Plan Administrator as to any question involving its responsibilities, powers and duties under the Plan, including, without limitation, interpretation of the Plan, or as to any discretionary actions to be taken under the Plan, are solely at the discretion of the Plan Administrator and shall be final, conclusive and binding on all persons claiming to have any right or interest in or under the Plan.

In addition to any implied powers and duties, the specific powers and duties of the Plan Administrator include the power and duty to:

- Make and enforce such rules and regulations as it deems necessary or proper for the efficient administration of the Plan;
- Construe and interpret the terms and provisions of the Plan and all documents which relate to the Plan, and to decide any and all matters arising under the Plan, including the right to remedy possible ambiguities, inconsistencies or omissions;
- Determine the eligibility for benefits under the Plan by investigation and review of the facts or otherwise;
- Investigate and make factual or other determinations with regard to any matter related to the Plan; and
- Review benefit claims and approve or deny any benefit claim, as described in [Claim and Appeal Procedures](#).

The Plan Administrator may delegate duties and responsibilities as it deems appropriate to facilitate the day-to-day administration of the Plan and, unless the Plan Administrator expressly provides to the contrary, any such delegation will carry with it the Plan Administrator's full discretionary authority to accomplish the delegation. By participating in the Plan, you accept the Plan Administrator's authority.

Appeals Reviewer

The Appeals Reviewer is the Executive Vice President, Chief People Officer (or successor thereto or renamed title thereof of such person). Appeals may be addressed to:

Executive Vice President, Chief People Officer
S&P Global Inc.
55 Water Street
New York, NY 10041
1-212-438-1000

With respect to an appeal of a denied claim for benefits, the Appeals Reviewer has responsibility for deciding appeals. To carry out its responsibility, the Appeals Reviewer has the authority to:

- Construe and interpret the terms and provisions of the Plan and all documents which relate to the Plan, and to decide any and all matters arising under the Plan, including the right to remedy possible ambiguities, inconsistencies or omissions;
- Determine the eligibility for benefits under the Plan by investigation and review of the facts or otherwise; and
- Investigate and make factual or other determinations with regard to any matter related to the Plan.

The Appeals Reviewer has the power and duty to take all actions and to make all decisions necessary or proper to carry out its responsibilities, powers and duties under the Plan. All determinations of the Appeals Reviewer as to any question involving its responsibilities, powers and duties under the Plan, including, without limitation, interpretation of the Plan, or as to any discretionary actions to be taken under the Plan, are solely at the discretion of the Appeals Reviewer and shall be final, conclusive and binding on all persons claiming to have any right or interest in or under the Plan.

Legal Process

The agent for service of legal process is:

General Counsel
S&P Global Inc.
55 Water Street
New York, NY 10041-0004
1-212-438-1000

Service of legal process may also be made upon the Plan Administrator or the Trustee.

Collective Bargaining Agreement

For Participants who are members of the News Guild of New York, Local 3001, the Plan is maintained pursuant to a collective bargaining agreement between the Company and the Guild. A copy of the collective bargaining agreement may be obtained by Participants and beneficiaries upon written request to the plan administrator and is available for examination by participants and beneficiaries at the Plan Administrator. For further information, see [Receive Information About Your Plan and Benefits](#).

Plan Expenses

Unless paid by the Company, the costs of administering the Plan (for example, trustee fees) are paid from the assets of the Plan, to the extent permitted by ERISA. Generally, administrative expenses and expenses attributable to the management and investment of the investment funds in the Plan are charged pro rata against each of the respective investment funds.

Certain expenses are charged directly to your Plan Account. Please refer to [Restrictions on Payments](#) and [Changing Your Investments](#) and the *Fund Information* section on the [Annual Fee Disclosure Statement](#) on www.netbenefits.com or call Fidelity at 1-800-835-5095 for further information on the Plan expenses charged to your Plan Account. Additional information about fees and expenses is available from the Plan record keeper or the Plan Administrator. Additional

information about investment management fees is included in the information describing each investment fund.

Your Rights Under ERISA

As a Plan participant, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA).

Receive Information About Your Plan and Benefits

ERISA provides that all Plan participants are entitled to the following:

- Examine, without charge, at the Plan Administrator's office and at other specified locations (such as worksites) all documents governing the Plan, including insurance contracts, collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan Administrator with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration ("EBSA"). These documents are available at the S&P Global Benefits Service Center or at your own work location upon written request to the Plan Administrator.
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts, copies of the latest annual report (Form 5500 Series) and an updated SPD. The Plan Administrator may charge you a reasonable fee 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 to receive Plan benefits at normal retirement age and, if so, what your benefits would be at normal retirement age if you stop working under the Plan now. If you do not have a right to Plan benefits, the statement will tell you how many more years you have to work to receive a right to Plan benefits. You must request the statement in writing and the Plan Administrator is not required to provide such a statement more than once every 12 months. The Plan Administrator must provide the statement free of charge.

Prudent Actions by Plan Fiduciaries

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, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. 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 Plan benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a plan benefit is denied or ignored, in whole or in part, you must receive a written explanation of the reason for the denial and have a right to obtain without charge copies of documents relating to the decision. You also have the right to have the Plan review and reconsider your claim, as described in [How to Apply for Benefits](#).

Under ERISA, you can take steps to enforce these rights. For instance, if you request materials (e.g., a copy of a Plan document or the latest annual report from the Plan) and do not receive them within 30 days, you may file a lawsuit 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. If you have a claim for benefits that is denied or ignored, in whole or in part, you may file a lawsuit in a state or federal court, subject to the time limit and venue clause

described in [Judicial Review](#). In addition, if you disagree with the Appeal Reviewer's decision or lack thereof concerning the qualified status of a domestic relations order, you may file a lawsuit in federal court. If the 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 a lawsuit in a federal court. The court will decide who should pay court costs and legal fees. If your lawsuit is successful, the court may order the person you have sued to pay these costs and fees. However, if your lawsuit is unsuccessful – because, for example, the court finds your claim frivolous – the court may order you to pay these costs and fees on your own.

Assistance with Your Questions

If you have any questions about the Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining materials 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 following:

Division of Technical Assistance and Inquiries
Employee Benefits Security Administration
U.S. Department of Labor
200 Constitution Avenue N.W., Room 5N625
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 (1-866-444- 3272) or via the internet at www.dol.gov/ebsa.

Your Responsibilities

Keeping your retirement benefits safe starts with you. The Department of Labor has issued the following guidance regarding keep your account information safe. You can reduce the risk of fraud and loss to your retirement account by following these basic rules.

Register, set up and routinely monitor your online account.

- Maintaining online access to your retirement account allows you to protect and manage your investment.
- Regularly checking your retirement account reduces the risk of fraudulent account access.
- Failing to register for an online account may enable cybercriminals to assume your online identity.

Use strong and unique passwords.

- Don't use dictionary words.
- Use letters (both upper and lower case), numbers, and special characters.
- Don't use letters and numbers in sequence (no "abc", "567", etc.).
- Use 14 or more characters.
- Don't write passwords down.
- Consider using a secure password manager to help create and track passwords.
- Change passwords every 120 days, or if there's a security breach.
- Don't share, reuse, or repeat passwords.

Use multi-factor authentication.

- Multi-Factor Authentication (also called two-factor authentication) requires a second credential to verify your identity (for example, entering a code sent in real-time by text message or email).

Keep personal contact information current.

- Update your contact information when it changes, so you can be reached if there's a problem.
- Select multiple communication options.

Close or delete unused accounts.

- The smaller your on-line presence, the more secure your information. Close unused accounts to minimize your vulnerability.
- Sign up for account activity notifications.

Be wary of free Wi-Fi.

- Free Wi-Fi networks, such as the public Wi-Fi available at airports, hotels, or coffee shops pose security risks that may give criminals access to your personal information.
- A better option is to use your cellphone or home network.

Beware of phishing attacks.

- Phishing attacks aim to trick you into sharing your passwords, account numbers, and sensitive information, and gain access to your accounts. A phishing message may look like it comes from a trusted organization, to lure you to click on a dangerous link or pass along confidential information.
- Common warning signs of phishing attacks include:

- A text message or email that you didn't expect or that comes from a person you don't know or a service you don't know or use.
- Spelling errors or poor grammar.
- Mismatched links (a seemingly legitimate link sends you to an unexpected address). Often, but not always, you can spot this by hovering your mouse over the link without clicking on it, so that your browser displays the actual destination.
- Shortened or odd links or addresses.
- An email request for your account number or personal information (legitimate providers should never send you emails or texts asking for your password, account number, personal information, or answers to security questions).
- Offers or messages that seem too good to be true, express great urgency, or are aggressive and scary.
- Strange or mismatched sender addresses.
- Anything else that makes you feel uneasy.

Use antivirus software and keep apps and software current.

- Make sure that you have trustworthy antivirus software installed and updated to protect your computers and mobile devices from viruses and malware. Keep all your software up to date with the latest patches and upgrades. Many vendors offer automatic updates.

Know how to report identity theft and cybersecurity incidents.

The FBI and the Department of Homeland Security have set up valuable sites for reporting cybersecurity incidents:

<https://www.fbi.gov/file-repository/cyber-incident-reporting-united-message-final.pdf/view>

<https://www.cisa.gov/reporting-cyber-incidents>