

**SUMMARY PLAN DESCRIPTION**

---

**MARITZ HOLDINGS INC.  
EMPLOYEES' INVESTMENT PLAN**

---

---

September 2022

**TABLE OF CONTENTS**

**PART ONE – PLAN HIGHLIGHTS**..... 2

**PURPOSE OF PLAN** ..... 2

**ELIGIBILITY** ..... 2

**PARTICIPATION IN THE PLAN** ..... 2

**CONTRIBUTIONS TO THE PLAN** ..... 2

**INVESTMENT OF PLAN ACCOUNTS** ..... 3

**VESTING**..... 4

**DISTRIBUTIONS AND WITHDRAWALS FROM THE PLAN**..... 4

**PARTICIPANT LOANS** ..... 5

**PART TWO – SPECIFICS OF THE PLAN**..... 6

**A. PLAN PARTICIPATION** ..... 6

        Q1. Who is eligible to participate? ..... 6

        Q2. When am I eligible to participate? ..... 6

        Q3. Will I automatically become a participant? ..... 6

**B. CONTRIBUTIONS TO THE PLAN** ..... 7

        Q4. What types of contributions may be made to the Plan? ..... 7

        Q5. What are Before-tax Contributions? ..... 7

        Q6. Does the Plan Permit Roth Contributions? ..... 7

        Q7. How do I make Before-tax Contributions? ..... 7

        Q8. What are Catch-up Contributions? ..... 7

        Q9. How is my compensation determined? ..... 7

        Q10. How does the Company “match” my contributions to the Plan ..... 8

        Q11. What are Employer Nonmatching Contributions? ..... 8

        Q12. How do I make After-tax Contributions? ..... 8

        Q13. Are there limits on the total contributions to the Plan on my behalf? ..... 8

        Q14. May I rollover an existing retirement account into the Plan? ..... 9

        Q15. Can I change my contributions elections? ..... 9

        Q16. How is my Plan account invested? ..... 10

        Q17. What are my investment options? ..... 10

Q18.	How do I get investment information? .....	10
Q19.	Can I change my investment directions? .....	11
Q20.	How do I keep track of my accounts under the Plan? .....	11
Q21.	Will I ever forfeit amounts credited to my account? .....	11
Q22.	When will I be entitled to distributions under the Plan? .....	12
Q23.	In what form may I elect to receive my distributions? .....	12
Q24.	May I defer the commencement of my distribution? .....	12
Q25.	What happens if I die before the complete payout of my Plan accounts? .....	13
Q26.	Who is my designated beneficiary under the Plan?.....	13
Q27.	May I make in-service withdrawals from the Plan? .....	13
Q28.	What does “financial hardship” mean .....	14
Q29.	How much may I withdraw as a hardship withdrawal? .....	14
Q30.	What other conditions apply to hardship withdrawals? .....	14
Q31.	How do I apply for an in-service withdrawal? .....	15
Q32.	Can I borrow money from my Plan account?.....	15
Q33.	What is the maximum I can borrow from my account? .....	15
Q34.	What is the minimum I can borrow from my account?.....	15
Q35.	What interest rate does the Plan charge? .....	16
Q36.	What is the loan repayment period? .....	16
Q37.	How do I get a Plan loan? .....	16
Q38.	Am I taxed on the contributions to the Plan on my behalf? .....	16
Q39.	Am I taxed on the earnings credited to my accounts under the Plan?.....	16
Q40.	How are distributions or withdrawals from the Plan taxed? .....	16
Q41.	Are there any penalty taxes on distributions prior to age 59½? .....	17
Q42.	If I become divorced or separated, or have to pay child support, can the court order payments to come from my Plan money?.....	17
Q43.	What do I do if I believe I am denied a benefit under the Plan? .....	18
Q44.	What about amendment or termination of the Plan? .....	19
Q45.	What if I participated in another employer’s plan prior to joining the Company? .....	20

**PART THREE – ADMINISTRATIVE AND ERISA INFORMATION ..... 21**

**YOUR RIGHTS UNDER ERISA..... 22**

---

**MARITZ HOLDINGS INC.  
EMPLOYEES' INVESTMENT PLAN**

**SUMMARY PLAN DESCRIPTION**

---

**INTRODUCTION**

This Summary Plan Description (“Summary”) is designed to introduce you to the most important features of the Maritz Holdings Inc. Employees’ Investment Plan (the “Plan”). The Summary is divided into three parts:

- Part One gives you the highlights of the Plan.
- Part Two gives you more detailed information about the Plan’s provisions on participation, contributions, vesting, investments, and distributions.
- Part Three gives you information about how the Plan is administered and tells you about your rights under the Employee Retirement Income Security Act of 1974, as amended (“ERISA”).

We urge you to take the time to review this Summary carefully. You have certain choices under the Plan that will affect the financial future of you and your family. It is important that you understand the benefits available and the choices you can make under the Plan.

Please remember that this is a *Summary* of the provisions of the Plan. It is not the Plan document itself. A Summary cannot explain how every Plan provision might apply in your particular situation. If you have any questions about the Plan that are not addressed in this Summary or you would like to review or order your own copy of the Plan document, please contact:

Maritz Holdings Inc.  
Employee Pay & Benefits Dept.  
Attn: Analyst-Retirement Benefits  
1375 North Highway Drive  
Fenton, MO 63099  
(636) 827-1599

Your rights under the Plan are governed by the provisions of the Plan document. In the event of any conflict between the provisions of this Summary and the Plan document, the provisions of the Plan document will control.

---

## **PART ONE – PLAN HIGHLIGHTS**

---

### **PURPOSE OF PLAN**

The Plan is designed to provide a means for Maritz Holdings Inc. and its participating affiliates (the “Company”) to encourage long-term savings by employees for retirement or other purposes. The Plan is intended to qualify as a “401(k) plan” to permit employees to save on a tax-favored basis.

### **ELIGIBILITY**

In general, all individuals classified as regular full-time and regular part-time employees of the Company who are paid on a U.S. payroll are eligible to participate in the Plan. In addition, the Plan covers U.S. citizens employed at a foreign affiliate or division if the individual is covered in such employment for purposes of Title II of the Social Act and not covered under a similar plan for the same earnings and service as covered by the Plan. The Plan excludes non-grandfathered temporary employees, contract workers and leased employees. Employees classified as flexible part-time or freelance are considered to be temporary employees.

### **PARTICIPATION IN THE PLAN**

In general, you may begin participating in the Plan upon your employment in an eligible position.

### **CONTRIBUTIONS TO THE PLAN**

- **Before-tax Contributions**

You may elect to make “Before-tax Contributions” to the Plan through automatic payroll withholding in amounts from 1% to 90% of your compensation. Before-tax Contributions reduce the amount of your pay subject to current-year federal income taxes, resulting in current-year tax savings.

- **Employee After-tax Contributions**

You also may elect to make “After-tax Contributions” to the Plan through automatic payroll withholding in an amount from 1% to 6% of your compensation. However, the total before-tax and after-tax contributions may not exceed 90% of compensation. After-tax Contributions do not reduce the amount of your pay subject to current-year federal income taxes. Earnings on After-tax Contributions are subject to tax when they are distributed to you. After-tax Contributions are not matched by the Company.

- **Employer Matching Contributions**

The Company will make additional contributions on your behalf when you make Before-tax Contributions to the Plan. These employer matching contributions will allow you to save more for retirement more quickly. Please see Q10 for more details on employer matching contributions.

- **Employer Nonmatching Contributions**

The Company, in its discretion, may make additional contributions on your behalf. If the Company makes these additional contributions, you will receive them even if you choose not to make Before-tax or After-tax Contributions. Please see Q11 for more details on employer nonmatching contributions.

## **INVESTMENT OF PLAN ACCOUNTS**

All of the contributions go into a trust (“Trust Fund”) that is managed by an institution selected by the Company to serve as trustee (the “Trustee”) of the Plan. The Trustee holds and invests all contributions and any money earned by the investments. The Plan Administrator selects the investment funds under the Plan. In its discretion, the Plan Administrator may add additional funds or drop or replace existing funds. The Plan Administrator may also specify periods in which no investment directions, distributions or loans may be made, such as a period of transition when funds are changed. You will be advised of any transition periods or changes in the investment funds available under the Plan.

You decide how the contributions will be invested among these investment funds under the Plan. Please contact T Rowe Price, the Plan record keeper, for a current list of available investment funds. See Q-3 below for information on how to contact T Rowe Price or view your account. Your contributions and employer matching contributions to the Plan may be invested in specified whole percentages among the available funds.

The value of the funds will change according to increases or decreases in the market value of assets held by them, the gains or losses from the sale of assets and income from interest and dividends received. The Trustee determines the fair market value of the funds daily (a “Valuation Date”). This Plan is intended to qualify under Section 404(c) of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”) and Department of Labor Regulation Section 2550.404c-1. The Plan fiduciaries may be relieved of liability for any investment losses which are the direct and necessary result of investment instructions given by Plan participants and beneficiaries.

You may transfer among the funds by notifying the record keeper in the form and manner the record keeper directs. The transfer will be effective as soon as administratively feasible following your request.

Participant accounts are affected by market fluctuation, up or down. Fluctuation in value before the assets are valued will affect the amount transferred from a fund. The establishment of fair market value as described above shall be final and legally binding on all parties and shall apply

to all relevant transactions with respect to a Valuation Date including participant investments in the funds, transfers among the funds and distributions from the funds.

No employee of the Company is authorized to make investment recommendations to you – the decision must be yours.

## **VESTING**

To be “Vested” in your Plan Account means that you cannot forfeit the retirement savings in that Account if you terminate employment with the Company. Any amounts credited to your Before-tax, After-tax, and Rollover Contribution Accounts are always fully vested. In general, if you terminate employment before age sixty-five you will be entitled to receive only the *vested* amounts credited to your Employer Contributions Account. Your Employer Contributions Account does not become vested until you complete three years of service.

## **DISTRIBUTIONS AND WITHDRAWALS FROM THE PLAN**

- **Distributions Upon Termination of Employment or Death**

If your employment with the Company is terminated for any reason, you will be entitled to receive the vested amounts credited to your accounts under the Plan in a single lump sum distribution.

In the event of your death, your designated beneficiary under the Plan will be entitled to receive all undistributed amounts credited to your Plan accounts in a single lump sum.

- **In-Service Withdrawals**

You are permitted under the Plan to make the following types of withdrawals from your accounts while employed by the Company:

- **Rollover Contributions and earnings thereon.**
- **After Age 59½** - You may withdraw any amounts credited to a fully vested account under the Plan if you have attained age 59½.
- **Financial Hardship** - You may withdraw certain of your Before-tax Contributions and Employer Contributions to the Plan if you satisfy the requirements for a financial hardship withdrawal. See Part Two for more information.
- **After-tax Contributions** - You may withdraw your After-tax Contributions to the Plan at any time. See Part Two for more information.
- **Reservist Distributions** - You may withdraw your Before-tax Contributions that were merged into the Plan from the Experient plan if you are a member of a reserve component of the US military called to active

duty for an indefinite period or a period of at least 180 days. See Part Two for more information.

## **PARTICIPANT LOANS**

The Plan permits participants to borrow from their Plan accounts. See Q32-37 for more details.

For more information on the Plan, please refer to Part Two of this Summary.

---



## PART TWO– SPECIFICS OF THE PLAN

---

Part Two discusses the specific provisions of the Plan. Generally, this Part is more detailed and contains more information than Part One (the “Highlights” section). The provisions of the Plan are explained in question-and-answer format. These questions are listed in the Table of Contents at the beginning of the Summary. By referring to the Table of Contents, you may be able to locate quickly the questions that relate directly to your particular situation.

### A. PLAN PARTICIPATION

#### Q1. Who is eligible to participate?

A1. In general, all individuals classified as regular full-time and regular part-time employees of the Company who are paid on a U.S. payroll are eligible to participate in the Plan. In addition, the Plan covers U.S. citizens employed at a foreign affiliate or division if the individual is covered in such employment for purposes of Title II of the Social Act and not covered under a similar plan for the same earnings and service as covered by the Plan. The Plan excludes temporary employees (but not grandfathered temporary employees), contract workers and leased employees. Grandfathered temporary employees are temporary employees who had a Before-tax Contribution election of at least 1% in effect on December 31, 2009 and each payroll period thereafter. Temporary employee means an employee classified as temporary because the employee is hired by the employer to work until completion of a particular project or for a limited definite period of time, with no promise of continued employment. All temporary employees are excluded for purposes of Employer Matching Contributions.

#### Q2. When am I eligible to participate?

A2. If you are an eligible employee, you may begin participating in the Plan upon your employment.

#### Q3. Will I automatically become a participant?

A3. You must make an election if you want to make contributions to your account and receive Employer Matching Contributions. In order to make an election, you must contact T Rowe Price, the Plan’s record keeper, using the following information:

- Online. Check the Plan’s investment options at [www.rps.troweprice.com](http://www.rps.troweprice.com).
- Telephone. You can call 1-800-922-9945 and speak with a T Rowe Price associate.

Deductions for new or changed contribution elections begin as soon as administratively feasible after contacting T Rowe Price.

See Section B below for information on what types of contributions you and the Company can make.

## **B. CONTRIBUTIONS TO THE PLAN**

### **Q4. What types of contributions may be made to the Plan?**

A4. The Plan generally provides for the following basic types of contributions:

- Before-tax Contributions by participating employees;
- After-tax Contributions by participating employees;
- Rollover Contributions;
- Employer Matching Contributions; and
- Nonmatching Employer Contributions.

### **Q5. What are Before-tax Contributions?**

A5. If you are eligible to participate in the Plan, you may elect to make “Before-tax Contributions” to the Plan in an amount from 1% to 90% of your compensation from the Company. Before-tax Contributions reduce the amount of your pay subject to current-year federal income taxes, resulting in current-year tax savings. Some of your Before-tax Contributions are matched by the Company. See Q10 for more details on matching contributions.

You may not elect to make total Before-tax Contributions in excess of 90% of your compensation.

### **Q6. Does the Plan Permit Roth Contributions?**

A6. Roth contributions are not permitted under the Plan.

### **Q7. How do I elect my level of Before-tax Contributions?**

A7. You can make an election for Before-tax Contributions by contacting T Rowe Price. See Q3 for how to contact T Rowe Price. Your contributions will be automatically withheld from your pay each payroll period and paid into your plan account.

### **Q8. What are Catch-up Contributions?**

If you are age 50 or older during the calendar year and you have contributed the maximum amount of Before-Tax Contributions permissible for the calendar year, you may choose to defer an additional amount of your compensation to the Plan in the same way as Before-tax Contributions. This Internal Revenue Service’s limit on Catch-Up Contributions for calendar year 2022 is \$6,500. Thereafter, the limit will be adjusted periodically for cost-of-living increases.

### **Q9. How is my compensation determined?**

A9. For purposes of determining the amount of contributions that may be made to the Plan on your behalf, your compensation is your regular base salary, overtime, management bonuses and performance bonuses paid while you are employed, *before* any reduction for your

Before-tax Contributions to the Plan. The Plan does not consider compensation from amounts realized from the exercise of stock options or the grant of restricted stock, fringe benefits not paid in cash through the regular payroll, long-term incentive payments or amounts attributable to nondeductible moving expenses. The law limits the amount of compensation that may be taken into account on behalf of any employee for each calendar year to an indexed dollar amount that is increased each year for cost-of-living increases (\$305,000 for 2022).

**Q10. How does the Company “match” my contributions to the Plan?**

A10. The Company provides matching contributions for any Before-tax Contributions you make to your account if you are eligible for matching contributions. The Company will make a matching contribution of 100% of the compensation you contribute, up to the first 2%, and 50% of the compensation you contribute, up to the next 5%. The matching contribution will apply to your contributions up to 7% of your compensation for each payroll period.

The Company, in its sole discretion, may make additional matching contributions for a year.

*EXAMPLE:* Sue earns \$35,000 per year and elects to make Before-tax Contributions to the Plan of 7% of her compensation each pay period (\$2,450 per year). The Company will provide her with a matching contribution each pay period for an annual total of \$1,575.

All investment earnings on your contributions (including dividends and capital gains) are not subject to current-year federal income taxes until you withdraw these amounts from the Plan.

**Q11. What are Employer Nonmatching Contributions?**

A11. In addition to the Employer Matching Contributions, the Company may make an additional contribution equal to a percentage of your compensation. The Company is not required to make this contribution, and retains full discretion in determining the amount.

**Q12. How do I make After-tax Contributions?**

A12. You may elect to make After-tax Contributions to the Plan by contacting T Rowe Price. See Q3 for how to contact T Rowe Price. Your contributions will be automatically withheld from your pay each payroll period and paid into your plan account. You may contribute up to 6% of your compensation as After-tax contributions, but your total Before-tax and After-tax contribution cannot exceed 90% of your compensation.

**Q13. Are there limits on the total contributions to the Plan on my behalf?**

A13. As shown above, you may make Before-tax Contributions and After-tax Contributions to the Plan in an amount up to 90% of your compensation. However, the Internal Revenue Code includes several limitations that may reduce the amount of contributions that may be made to the Plan on your behalf.

- ***Indexed Limit on Before-tax Contributions.*** The Internal Revenue Code imposes an indexed dollar limit on the total amount of Before-tax Contributions that may be made to the Plan on your behalf for any calendar year. This limit is \$20,500 for 2022, and may be increased each year for cost-of-living increases. It is important to recognize that this indexed dollar limit applies only to your Before-Tax contributions to the Plan. It does not apply to the Employer Matching Contributions to the Plan on your behalf. See Q8 for information on additional Catch-up Contributions that employees age 50 or older may make.
- ***Limitations Based on Nondiscrimination Test.*** For certain “highly compensated employees,” as defined by the Internal Revenue Code, there are other limitations that apply to the total amount of contributions that may be made to the Plan on their behalf. These limitations are not based on a specific dollar figure but rather are based on quantitative “nondiscrimination tests” designed to make sure that employees at all pay levels benefit from the Plan on a relatively equivalent basis.
- ***Indexed Overall Limit.*** The Internal Revenue Code also imposes an indexed dollar limit on the total amount of contributions, from any source, that may be made to your account for any Plan Year. For 2022, this limit is the lesser of 61,000 or 100% of your annual compensation.

If any of these limitations apply to you, you will be notified by the Plan administrator. It is possible that you will not be permitted to receive the full amount of Employer Matching Contributions to the Plan for any calendar year or that certain excess After-tax Contributions previously made to the Plan on your behalf will be returned to you (plus earnings).

**Q14. May I rollover an existing retirement account into the Plan?**

A14. Yes, you may roll over into the Plan an Eligible Rollover Distribution you receive from a former employer’s Eligible Retirement Plan or from a traditional IRA, excluding after-tax amounts. By making a rollover, you continue to defer federal income tax on the amount you roll over. To make a rollover contribution, you must do either of the following: (i) contact your former employer’s Plan and request that it pay it as a direct rollover into this Plan, or (ii) pay your rollover contribution into this Plan within sixty days after your distribution from your former employer’s Plan.

**Q15. Can I change my contributions elections?**

A15. You are permitted to change at any time the amounts of Before-tax or After-tax Contributions that you would like to make to the Plan. You can change your contribution election simply by submitting a new contribution election to T Rowe Price.

## C. PLAN ACCOUNTS AND INVESTMENTS

### Q16. How is my Plan account invested?

A16. You designate the investments in which you wish to invest your Plan Account in order to participate in the Plan. When you save, you'll choose how to invest your savings. You can choose from such investments as may be selected by the Company. You will have a wide range of investment choices that you can tailor to your needs, and change as your needs change. Upon and after your death, your Beneficiary must direct investment of his or her Plan Account.

### Q17. What are my investment options?

A17. You must choose from a list of investment options available under the Plan. You have two ways to get a current list of the Plan's investment options:

- Online. Check the Plan's investment options at [www.rps.troweprice.com](http://www.rps.troweprice.com).
- Telephone. You can call 1-800-922-9945 and speak with a T Rowe Price associate.

The Plan requires you to direct the investment of your Plan Account.

### Q18. How do I get investment information?

A18. Prospectuses will be furnished to you as part of your enrollment package. In addition, you may request a copy of a fund's prospectus or fact sheet from T Rowe Price. T Rowe Price can give you a fund's annual or semi-annual report, if any. You may use the website or call T Rowe Price to request these documents.

A prospectus gives you some basic information you should know before you decide to direct your Plan investment. You should carefully read the prospectus or fact sheet, and you should keep it for future reference.

Along with other important information, the prospectus or fact sheet will tell you:

- the investment objective of each fund or investment option,
- what securities each fund may invest in,
- how the value of your investment is calculated,
- the expenses of the fund,
- restrictions on your investment.

You alone are legally responsible for your investment decisions. When you make your decisions every day, the law charges you with knowing all the information in any prospectuses and reports delivered or available to you. What's more, the law charges you with knowing all the information in any prospectuses and reports you could have obtained, even if you didn't think to ask. So it's in your interest to read carefully all the available investment information.

Your Plan is intended to comply with ERISA Section 404(c), a Federal Law which says that you alone are responsible for your investment choices, and the Company, T Rowe Price, the Plan Administrator, and everyone else are relieved from any liability or responsibility for your investment decisions.

In addition to any fees and expenses charged against a Fund or other investment option, your Plan Account may be charged for any expenses that result from your investment decisions.

**Q19. Can I change my investment directions?**

A19. You are permitted to change your investment directions with respect to new Plan contributions or existing amounts credited to your Plan accounts at any time, with no limit on the number of such changes.

To make changes, contact T Rowe Price directly using one of the options described above.

**Q20. How do I keep track of my accounts under the Plan?**

A20. You can log onto the T Rowe Price website to view your account on a daily basis. In addition, you can elect to have quarterly participant statements mailed to your home address, or received electronically, showing the total amounts credited to your accounts under the Plan as of the end of each calendar quarter. These statements will reflect all Plan activities – including contributions, earnings, investment exchanges, distributions and withdrawals – occurring within your Plan accounts during the most recent calendar quarter.

**D. VESTING**

**Q21. Will I ever forfeit amounts credited to my account?**

A21. To be “Vested” in your Plan Account means that you cannot forfeit the retirement savings in that Account if you terminate employment with your Employer. Any amounts credited to your Before-tax, After-tax, and Rollover Contribution Accounts are always fully vested.

You will be 100% vested in your Employer Nonmatching Contribution and Employer Matching Contribution account after you complete three years of service.

In addition, when you attain the normal retirement age of sixty-five, you will become fully vested in the amounts credited to your account. You (or your beneficiary) will never forfeit any of your account balance in the event of termination of employment because of death or permanent disability.

The term “year of service” for vesting means any calendar year during which you complete at least 1,000 hours of service. If you are credited with less than 1,000 hours during a calendar year, you do not receive any service credit for that year. Hourly employees receive an

hour of service for each hour worked, determined from payroll records and records of hours worked.

Special rules apply to employees who terminate employment before becoming fully vested and are later rehired. Contact the Plan Administrator for further information.

## **E. DISTRIBUTIONS AND WITHDRAWALS**

### **Q22. When will I be entitled to distributions under the Plan?**

A22. You will be entitled to receive the vested portion of the amounts credited to your accounts under the Plan when you retire or your employment with the Company is otherwise terminated for any reason.

You also can make withdrawals while you are still working, subject to certain limitations, as explained in Q27.

### **Q23. In what form may I elect to receive my distributions?**

A23. When you elect to receive your accounts under the Plan, the amount will be paid in one lump sum.

You must contact T Rowe Price to request distribution of your Plan benefits. However, if the amount does not exceed \$5,000, unless you elect otherwise, the amount will automatically be rolled over to an IRA established in your name. The automatic IRA will be invested in an investment product designed to preserve principal and provide a reasonable rate of return and liquidity. The IRA's fees and expenses will be paid from the IRA's funds. Contact the following if you need additional information about the automatic rollover of a mandatory distribution.

Maritz Holdings Inc.  
Employee Pay & Benefits Dept.  
Attn: Analyst-Retirement Benefits  
1375 North Highway Drive  
Fenton, MO 63099  
(636) 827-1599

### **Q24. May I defer the commencement of my distribution?**

A24. If you terminate your employment before you reach the age of sixty-five, and if the total amount credited to your accounts under the Plan exceeds \$5,000, you may elect upon termination of employment to defer the commencement of your distribution from the Plan to a later date.

**Q25. What happens if I die before the complete payout of my Plan accounts?**

A25. In the event you die prior to the complete distribution of your accounts under the Plan, your designated beneficiary under the Plan will be entitled to receive all undistributed amounts credited to your Plan accounts.

**Q26. Who is my designated beneficiary under the Plan?**

A26. If you are married, the Plan provides that your primary beneficiary is automatically *your spouse* unless your spouse executes a notarized consent to your designation of someone else as beneficiary under the Plan. If you are not married, you may designate any person (or persons) as your Plan beneficiary. You designate your beneficiary under the Plan by logging in to the T Rowe Price participant website at [rps.troweprice.com](http://rps.troweprice.com), and clicking on Profile. You may change your beneficiary designation at any time in accordance with the Plan's requirements through the T Rowe Price system. If no beneficiary designation is in effect at the time of your death, your designated beneficiary under the Plan will be your spouse (and if you have no surviving spouse, your beneficiaries will be your children; if you have no surviving spouse and no children, your estate will serve as beneficiary).

**Q27. May I make in-service withdrawals from the Plan?**

A27. You are permitted to withdraw amounts from your accounts under the Plan while still employed by the Company under the following circumstances:

- ***Rollover Contributions and earnings thereon.***
- ***After Age 59½*** – You may withdraw amounts credited to any of your fully vested accounts under the Plan if you have attained age 59½.
- ***Financial Hardship*** – You may withdraw certain Before-tax Contributions that you have made to the Plan for reasons of “financial hardship”. The minimum you may withdraw on account of financial hardship is \$500; the maximum amount is the lesser of (i) the amount needed to satisfy your financial hardship, or (ii) the amount credited to your Individual Account. You have the option of choosing the fund from which the withdrawal will be made.
- ***After-Tax Contribution Withdrawals*** – You may withdraw all or a portion of the After-Tax Contributions you have made to the Plan. The minimum you may withdraw from after-tax contributions is \$1,000, and only one withdrawal per calendar year is permitted.
- ***Reservist Distributions*** - You may withdraw your Before-tax Contributions that were merged into the Plan from the Experient plan if you are a member of a reserve component of the US military called to active duty for an indefinite period or a period of at least 180 days. See Part Two for more information.



NOTE: A 10% *additional tax* may apply to any taxable withdrawal you receive prior to age 59½. See Q41 below for more information.

**Q28. What does “financial hardship” mean?**

A28. For purposes of the Plan, the term “financial hardship” means an immediate and heavy financial need for funds that cannot be satisfied through other reasonably available financial resources. An immediate and heavy financial need includes a need to:

- pay medical expenses incurred by you, your spouse or your dependents;
- purchase your principal residence (excluding mortgage payments);
- pay tuition and related educational fees for the next twelve months of post-secondary education for you, your spouse or your dependents;
- prevent your eviction from your principal residence for the foreclosure on the mortgage on your principal residence;
- pay for burial or funeral expenses for your deceased parent, spouse, child, or dependent;
- pay for the repair of uninsured damage to your home caused by certain catastrophic events. A hardship distribution can’t be used for expenses that cannot be deducted for federal tax purposes; or
- pay for expenses and losses (including loss of income) due to a disaster declared by the Federal Emergency Management Agency.

**Q29. How much may I withdraw as a hardship withdrawal?**

A29. The maximum amount that you may withdraw as a hardship withdrawal is generally limited to the amount credited to your individual account under the Plan. In no event may the amount of your hardship withdrawal exceed the amount that is necessary to relieve your immediate and heavy financial need and that is not reasonably available to you from other financial resources. The need amount may include any amounts you’ll need to pay any Federal, State, and local income taxes and penalty taxes reasonably anticipated to result from the distribution.

The minimum amount that you may withdraw as a hardship withdrawal is \$500.

**Q30. What other conditions apply to hardship withdrawals?**

A30. In order to be eligible for a hardship withdrawal, you must sign a statement certifying that you have suffered an immediate and heavy financial need and that your need cannot be relieved by other means such as:

- selling any assets you may own;

- receiving after-tax distributions from the Plan or by borrowing from a bank or other commercial lender on reasonable commercial terms;
- reimbursement or compensation by insurance; or
- ceasing to making any Before-tax or After-tax Contributions that you are currently making to the Plan.

You must also provide information about the hardship, and certify that you have substantiating documentation and will preserve such evidence of your immediate and heavy financial need, such as copies of medical bills, tuition bills, etc., and provide it upon request of the plan administrator, its agent, or the Internal Revenue Service.

**Q31. How do I apply for an in-service withdrawal?**

A31. To withdraw amounts from your accounts under the Plan while employed by the Company, you must request a distribution form from T Rowe Price and return the completed form (along with the required certification and evidence of need in the case of a hardship withdrawal). A determination will be made on your withdrawal request as soon as practicable.

**E. PARTICIPANT LOANS**

**Q32. Can I borrow money from my Plan account?**

A32. Yes. While you are an active employee, you may take out a loan from your account. Only one open loan is permitted. Loans from the Plan are subject to additional terms and conditions set forth in the Loan Policy established by the Company. You may obtain, without charge, a copy of the Loan Policy by requesting it in writing. The Company may change the Loan Policy at any time. Below is information about the current policy.

**Q33. What is the maximum I can borrow from my account?**

A33. The Internal Revenue Code and ERISA set limits on the maximum amount you may borrow from the Plan. In general, it is the *lesser* of \$50,000 or 50% of your vested account balance. If you had any Plan loans outstanding the previous 12 months, the \$50,000 limit will be reduced by the difference between the total amount of the previous loan and the loan's balance on the day you take your next loan.

**Q34. What is the minimum I can borrow from my account?**

A34. The minimum you may borrow is \$1,000 (and in increments of \$100 above that).

**Q35. What interest rate does the Plan charge?**

A35. The Plan is required to charge a “reasonable” rate for loans made to participants. Currently, the Plan charges the Prime Rate plus 2% in effect at the time you are granted the loan (or another reasonable rate determined by the Plan at that time). The rate is fixed for the term of the loan.

**Q36. What is the loan repayment period?**

A36. You repay your loan through payroll deductions, which are made in equal installments over the life of your loan. A loan repayment period can be no more than five years. You can repay your loan early; however, any early payment must be made in full. You must contact T Rowe Price to initiate an early repayment.

**Q37. How do I get a Plan loan?**

A37. To request a loan, you must contact T Rowe Price. There may be applicable fees for processing and administering your loan, which will be deducted from the proceeds of the loan or from your Plan account.

**F. FEDERAL INCOME TAX CONSEQUENCES**

**Q38. Am I taxed on the contributions to the Plan on my behalf?**

A38. As explained earlier, your Before-tax Contributions reduce the amount of your compensation subject to current-year federal income taxes. (However, your Before-tax Contributions do not reduce the amount of your compensation subject to current-year Social Security (FICA) taxes.) In addition, because the Plan is a tax-qualified plan, all Employer Matching Contributions on your behalf are not included in your income for federal income tax purposes at the time these contributions are made to the Plan. However, After-tax Contributions do not reduce the amount of your compensation subject to current-year federal income tax.

**Q39. Am I taxed on the earnings credited to my accounts under the Plan?**

A39. Because the Plan is a tax-qualified plan and the trust is tax exempt, all investment earnings credited to your accounts under the Plan are not subject to current-year federal income taxes. Thus, an important advantage of the Plan is that, unlike a conventional (taxable) savings program, your Plan savings grow on a tax-deferred basis.

**Q40. How are distributions or withdrawals from the Plan taxed?**

A40. As a general rule, all amounts paid to you or your designated beneficiary from the Plan are subject to federal income tax as ordinary income in the year the distribution or withdrawal is received. However, if you made any After-tax Contributions to the Plan, distribution of your After-tax Contributions will not be taxable.

You or your beneficiary may be able to “roll over” your Plan distributions to an IRA or another tax-qualified plan on a tax-free basis. If your distribution is an eligible rollover

distribution and exceeds \$200, you may instruct a direct payment of all or a portion of your distribution to another employer plan or IRA. You will receive a notice if your distribution is an eligible rollover distribution.

The tax rules for plan distributions are frequently changing. You will receive comprehensive tax information and an explanation of your tax alternatives at the time you receive any distribution from the Plan that is eligible for favorable tax treatment. *We strongly encourage you to consult a tax adviser regarding the tax consequences of any substantial distribution that you receive from the Plan.*

**Q41. Are there any penalty taxes on distributions prior to age 59½?**

A41. In general, you will have to pay a 10% penalty tax in addition to ordinary income taxes on any distribution or withdrawal payment you receive from the Plan – including any hardship withdrawal – before attaining age 59½. However, this 10% penalty tax will not apply to the following types of distributions:

- Distributions you roll over to an IRA or other tax-qualified plan;
- Distributions made to your designated beneficiary upon your death;
- Distributions made on account of your permanent disability;
- Distributions that do not exceed the total amount of medical expenses you may deduct in the tax year of distribution; and
- Distributions that are part of a series of substantially equal periodic payments beginning after your termination of employment which are made at least annually over your life expectancy or the joint life expectancies of you and your designated beneficiary.

**G. MISCELLANEOUS**

**Q42. If I become divorced or separated, or have to pay child support, can the court order payments to come from my Plan money?**

A42. Yes. When the Plan Administrator receives a court order that directs the Plan to provide for payments to your spouse or former spouse or to your child or other dependent, the Plan Administrator will decide whether the court order meets all the Plan's requirements to be a Qualified Domestic Relations Order (QDRO).

If the Plan Administrator decides that the court order is a QDRO, your Plan Account can be used to make payments to your spouse or former spouse, or to your child or other dependent.

If a court order is a QDRO, the Plan Administrator will instruct the Trustee to make payments to the other person (the Alternate Payee) as specified by the court order. Also, the Plan

Administrator will instruct the Trustee and T Rowe Price to prevent you from getting any payment that would interfere with the payments required by the QDRO.

You may request a copy of the Plan's QDRO procedures by contacting the Plan Administrator.

**Q43. What do I do if I believe I am denied a benefit under the Plan?**

A43. The Plan has a claims procedure for you to follow, described below.

You may claim any benefit by filing with the Plan Administrator a written claim that includes any further evidence the Plan Administrator requires. Depending on the nature of your claim, the Plan Administrator may require proof of your identity, proof of the participant's death, proof of the participant's age, or other information necessary or appropriate for the Plan Administrator to determine that all Plan requirements and provisions are met. To send a claim, you must use the following address:

Maritz Holdings Inc.  
Employee Pay & Benefits Dept.  
Attn: Analyst-Retirement Benefits  
1375 North Highway Drive  
Fenton, MO 63099  
(636) 827-1599

Upon receipt of your claim, the Plan Administrator will review your claim and render a decision within 90 days. If special circumstances require an extension of time beyond the initial 90-day period, prior to the end of the initial 90-day period the Plan Administrator will give you written notice of the extension, the special circumstances requiring the extension, and the date by which the Plan Administrator expects to render a final decision. In no event will an extension exceed a period of 90 days from the end of the initial 90-day period. If the Plan Administrator does not respond within the initial 90-day period or extended period, you will be deemed to have exhausted the claims and review procedures and you will be entitled to file suit in state or federal court.

If your claim is denied in whole or in part, you will receive a written decision setting forth: the specific reasons for the denial; the specific references to pertinent Plan provisions on which the denial is based; a description of any additional information necessary for you to perfect your claim and why such information is necessary; and an explanation of the claim review procedure and the time limits applicable to such procedures, including a statement of your right to bring a civil action under Section 502(a) of ERISA following an adverse benefit determination on review.

Your request for a review must be addressed to:

Maritz Holdings Inc.  
Employee Pay & Benefits Dept.  
Attn: Analyst-Retirement Benefits  
1375 North Highway Drive

Fenton, MO 63099  
(636) 827-1599

The request for review must be made within 60 days after your receipt of the decision of the Plan Administrator, or else your right to challenge the decision of the Plan Administrator will be lost. The Plan Administrator will, within 60 days of the receipt of your request, review and decide the case and render a detailed written decision. If special circumstances required an extension of time beyond the initial 60-day period, prior to the end of such initial 60-day period the Plan Administrator will provide you written notice of the extension, the special circumstances requiring the extension, and the date by which the Plan Administrator expects to render a final decision. In no event will an extension exceed a period of 60 days from the end of the initial 60-day period. The Plan Administrator shall possess and exercise discretionary authority to make determinations as to a claimant's eligibility for benefits and to construe the terms of the Plan. You will receive a copy of the Plan Administrator's final decision, which is binding on both you and the Plan. Any denial will include the specific reason or reasons for the denial, refer to the specific Plan provisions on which the denial is based, state that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claim, and state that you have the right to bring a civil action under Section 502(a) of ERISA.

You cannot bring any action against the Plan in any court unless the claims and appeals procedures described above have been fully exhausted. Any Participant, Beneficiary or claimant asserting any action in connection to the Plan under ERISA §502, ERISA §510 or any other provision of ERISA shall do so, if at all, within one year after the cause of action accrued. A cause of action shall be deemed to have accrued the earliest of when the Participant, Beneficiary or claimant has exhausted his administrative remedies under the Plan, when the Plan Administrator fails to produce documents in the time or manner required by ERISA in response to the Participant's, Beneficiary's or claimant's written request, when the claimant first was advised that he was an independent contractor, or when the Participant, Beneficiary or claimant first knew or should have known of the action allegedly violating ERISA § 510. Failure to bring an action in court within this time frame shall preclude a Participant, Beneficiary or claimant from bringing any action in court.

Any action in connection with the Plan, whether brought under ERISA §502 or any other provision of ERISA by a Participant or Beneficiary under the Plan or any other person, may only be brought in a court sitting in the State of Missouri.

**Q44. What about amendment or termination of the Plan?**

A44. The Company currently intends to continue the Plan indefinitely. However, the Company reserves the right to amend or terminate the Plan at any time. If the Plan is amended, the benefits already credited to you under the Plan will not be reduced unless required by the Internal Revenue Service. If the Plan is terminated or if contributions are permanently discontinued, you will remain fully vested in all amounts credited to your accounts under the Plan. Because the Plan is not a defined benefit pension plan under ERISA, the Plan's benefits are not insured by the Pension Benefit Guaranty Corporation, a governmental agency formed for purposes of insuring certain types of benefits under defined benefit pensions plans.

**Q45. What if I participated in another employer’s plan prior to joining the Company?**

A45. The Plan permits any participant to make a “rollover contribution” to the Plan of an eligible amount received by the employee that is attributable to participation in a prior employer’s tax-qualified plan. The amount to be rolled over must have been received by the employee directly from the employer’s prior plan or from a traditional IRA and may not include any employee after-tax contributions. Since there are technical requirements that apply to rollover contributions, including a sixty-day rollover deadline, you should contact T Rowe Price as soon as possible if you wish to make a rollover contribution to the Plan.

---

## PART THREE ADMINISTRATIVE AND ERISA INFORMATION

---

**Name of the Plan:** Maritz Holdings Inc. Employees' Investment Plan

**Name and Address of Plan Sponsor:** Maritz Holdings Inc.  
1375 North Highway Drive  
Fenton, MO 63099

**Employer Identification Number:** 43-0393480

**Plan Number:** 002

**Type of Plan:** The Plan is a profit-sharing plan with a cash or deferred arrangement under Section 401(k) of the Internal Revenue Code.

**Plan Administrator:**  
Maritz Holdings Inc.  
Employee Pay & Benefits Dept.  
Attn: Analyst-Retirement Benefits  
1375 North Highway Drive  
Fenton, MO 63099  
(636) 827-1599

**Plan Trustee:**  
T Rowe Price Trust Company  
Attn: Maritz Holdings, Inc.  
100 East Pratt Street  
Baltimore, MD 21202  
(800) 922-9945

**Agent for service of legal process:** Service of legal process may be made upon the Plan Sponsor at the address listed above.

**Plan Documents:** This Summary Plan Description contains a description of the important features of the Plan. If you want more information, you will find complete details in the official Plan Document and the related Trust Agreement, which legally govern the operations of the Plan. In the event of a conflict between the Plan Document and this Summary Plan Description, the Plan Document will govern. These documents, and the annual reports for the Plan as filed with the Internal Revenue Service and the U.S. Department of Labor, are available for review by you or your beneficiaries in the offices of the Company during regular working hours. Copies of all Plan documents and copies of the latest annual report are available to you or your beneficiary upon written request to the Employee Pay & Benefits Dept, Attn: Analyst-Retirement Benefits (although a reasonable charge to cover reproduction costs may be made).

**Plan Year:** January 1<sup>st</sup> through December 31<sup>st</sup>



## **YOUR RIGHTS UNDER ERISA**

As a participant in the Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants shall be entitled to:

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

- 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, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. The Plan Administrator may make a reasonable charge for the copies.
- Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.
- Obtain a statement telling you whether you have a right to receive a benefit 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 are not fully vested, the statement will tell you how many more years you have to work to be fully vested. This statement must be requested in writing and is not required to be given more than once every twelve months. The Plan 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 employee benefit plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you 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 pension benefit or from exercising your rights under ERISA.

### *Enforce Your Rights*

If your claim for a pension benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules, under the Plan's claims procedures.

Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them

within thirty days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, and if you have exhausted the claims procedures available to you under the Plan, you may file suit in a state or Federal court. In addition, if you disagree with the Plan's decision or lack of decision concerning the qualified status of a domestic relations order, you may file suit in Federal court.

If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

#### *Assistance with Your Questions*

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

You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.