SUMMARY PLAN DESCRIPTION

UKG RETIREMENT SAVINGS PLAN

May 1, 2021

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Introduction

UKG Inc. (the "Company") makes saving for retirement easier than you thought possible. That's how this Summary Plan Description ("SPD") can help. It is designed to be your resource for the UKG Retirement Savings Plan (the "Plan"), which was originally effective January 1, 1994 as the Ultimate Software Group 401(k) Retirement Plan. The Plan has been amended and restated effective May 1, 2021.

Only the main features of the Plan are explained in this SPD. This SPD is an overview of the Plan document and is not meant to interpret, extend or change the Plan in any way. Any questions which are not answered here should be referred to a representative of the Plan Administrator. A more detailed explanation of the Plan terms is provided in the Plan document. While every attempt has been made to ensure that the information in this SPD is accurate, the Plan is governed by the official Plan document. If there is any inconsistency between the Plan as described in this SPD and the Plan document itself, the terms of the Plan document will govern.

This SPD was developed for eligible employees, as described in this SPD. A complete list of participating affiliates is available in Appendix A of this SPD.

We suggest that you, and your spouse if you are married, read this SPD carefully. You should also keep it with your other important reference materials. If this document has been delivered to you by electronic means, you have the right to receive a written document and may request a copy of this document at no charge by contacting the Plan Administrator. The Plan Administrator's contact information is provided in the "Administrative Information" section of this SPD.

Terms with Special Meanings

Certain words and terms used in this SPD have special meanings. Many of these terms are defined and explained in the text of this SPD. To assist you in identifying these terms within the text, they are capitalized. Capitalized words and terms in this SPD have the same meaning as those same words and terms in the Plan document.

Important Information

This SPD details the main features of the Plan. The explanations presented in this SPD must be read in conjunction with the other detailed provisions contained in the Plan document. While every attempt has been made to ensure that the information in this SPD is accurate, the Plan is governed by the official Plan document. If there is any inconsistency between the Plan as described in this SPD and the Plan document itself, the terms of the Plan document will govern.

The Plan Administrator has legal authority to interpret the Plan and to resolve any questions that may arise regarding coordination of the explanations contained in this SPD and other provisions of the Plan document.

Plan Highlights

The following is a general overview of how the Plan works.

The Plan Allows You to Make Pre-Tax and Roth Contributions

Each payroll period, you can elect to contribute (1) from 1% to 75% of your available eligible pay (in whole percentages), or (2) up to $2,000 of your eligible pay (in whole dollar amounts) on a pre-tax and/or Roth basis to the Plan, up to the annual limits under the Internal Revenue Code of 1986, as amended (the "Code"). You may contribute up to $19,500 for 2021 pre-tax and Roth contributions ($26,000 if you are age 50 or older).

By saving with pre-tax dollars, you won't pay federal income taxes or, in most cases, state or local income taxes on your contributions until you receive a distribution from the Plan. As a result, you lower your current taxable income by the amount you contribute to the Plan and you pay less in current taxes.

By saving with Roth contributions, you contribute after-tax dollars now, but your contributions and their investment earnings are tax free when distributed from the Plan, if you meet the requirements for a qualified Roth distribution.

Automatic Enrollment and Automatic Contributions

If you were hired or rehired on or after May 1, 2021, and are not an Intern or Temporary Employee, and you do not make a Salary Deferral Contribution election, you will be deemed to have automatically elected to have 5% of your eligible Compensation contributed to the Plan as pre-tax Salary Deferral Contributions beginning 30 days after becoming a participant. You can change the default 5% deferral percentage, elect a dollar amount, or opt out of participation at any time by accessing the Plan's website at **UKG401k.com** or by calling the Company's automated telephone service at **833-752-6854 (833-PLANUKG)**.

Matching Employer Contributions

The Company may make discretionary Matching Employer Contributions. If Matching Employer Contributions are made, the Company will match a specified percentage of your Salary Deferrals and/or Roth Salary Deferrals, in total, not to exceed 45% of your Salary Deferral Contributions and/or Roth Salary Deferral Contributions determined on a payroll basis. You will not receive a Matching Employer Contribution with respect to Catch-Up Contributions.

You Can Convert Certain Non-Roth Amounts into Roth Amounts

Under certain circumstances, you may convert non-Roth after-tax amounts in your Plan account into Roth after-tax amounts. You will be required to pay income taxes on the taxable portion of the amount converted. See "In-Plan Roth Conversion" section for more details.

You Choose How to Invest Your Account

The Plan offers you a broad range of investment options for you to choose from when investing your account. Each option carries a different investment objective and degree of risk. You decide how to invest your savings among these options based on your personal savings goals and objectives.

Contributions and Earnings Grow Tax Free

Your pre-tax contributions, in addition to any Company contributions and any investment earnings in your account, grow tax free while they are in the Plan; they are taxed when you receive a distribution from the Plan. Your Roth after-tax contributions, however, are not taxed when distributed from the Plan. The investment earnings on your Roth after-tax contributions are not taxed when distributed if you meet the requirements for a qualified Roth distribution.

You Can Take Your Account Balance with You When You Leave

In general, when you stop working for the Company you can receive the value of your vested account balance as a single lump-sum amount, roll it over into another employer-sponsored eligible retirement plan, or an individual retirement account ("IRA"). If you are younger than age 59½ when you receive your account, your distribution may be subject to penalty and withholding taxes. See "Tax Implications" section of this SPD for details.

- If your vested balance is more than $5,000, you may also elect to leave your money in the Plan and continue to direct the investment of your account among the Plan's investment options.
- If your vested balance is more than $1,000 but less than $5,000, excluding Rollover Contributions, and you do not elect to receive your vested account balance, roll it over into another employer-sponsored eligible retirement plan or an IRA, your vested account balance will be automatically transferred to an IRA.
- If your vested balance is less than $1,000, excluding Rollover Contributions, and you do not elect to receive your vested account balance, roll it over into another employer-sponsored eligible retirement plan or an IRA, your vested account balance will be paid to you in a single lump sum payment.

Empower Retirement Services

You may contact Empower Retirement ("Empower") to receive the answers you need to your benefits questions. Knowledgeable representatives are available from Monday through Friday, between 8:00 AM and 10:00 PM EST, and Saturdays from 9:00 AM to 5:30 PM EST. Just call **833-752-6854 (833-PLANUKG)** for:

- explanations of how Plan features work,
- investment fund prospectuses or other Plan materials, and
- answers to your enrollment questions.

Empower also has an automated telephone service designed to make it easy for you to enroll and manage your Plan account. To connect with the automated service, just call **833-752-6854 (833-PLANUKG)** from any touch-tone phone. You can also use the Plan website at **UKG401k.com** to enroll and manage your Plan account. The website is available 24 hours a day, seven days a week, to:

- enroll in the Plan,
- check your current account balances,
- obtain investment performance information,
- change your contribution rate or investment elections,
- request loans and withdrawals, and
- change your Personal Identification Number ("PIN").

Confirming Your Plan Transactions

Each time you call the automated telephone service or access the Plan website and make a transaction – whether to enroll, or to change your contribution rate or investment direction – you'll receive confirmation of your request. Your confirmation statement will be e-mailed to you or mailed to your home address within a few days after you make a transaction, depending on the method of communication you elect. Be sure to verify that the information on the confirmation statement is correct. If the statement shows the information you requested, please file it with your other important papers. If it does not contain the information you want, please call the automated telephone service or access the Plan website and enter the correct information immediately. A second confirmation will be sent to you showing the changes you made.

Important Note

It is important for the Company to have your current address on file, so make sure you notify us of any address change. That way, you will be sure to receive important information like transaction confirmations.

Eligibility and Participation

This section describes who is eligible for the Plan, when participation begins, and how to enroll.

Who Is an Eligible Employee

You are immediately eligible to participate in the Plan upon the later of your date of employment or your 21st birthday.

Who Is NOT an Eligible Employee

You are not eligible to participate in the Plan under the terms described in this SPD if you are:

- an employee who at the time was covered by a collective bargaining agreement, unless such agreement expressly provides for such person's coverage under the Plan;
- a leased employee;
- an independent contractor or consultant;
- a nonresident alien of the United States who does not receive earned income from sources within the United States; or
- a resident of Puerto Rico.

When Participation Begins

If you are an eligible employee, you can begin to participate in the Plan by executing a Salary Deferral Election or Roth Salary Deferral Election and by filing such Election(s) with the Plan Administrator or any other method or methods prescribed by the Plan Administrator. Please keep in mind that while participation in the Plan is completely voluntary, the earlier you enroll and start contributing, the sooner you will be able to enjoy all the advantages the Plan has to offer.

Automatic Contributions

If you are neither an intern nor temporary employee and you do not make a deferral election upon becoming an eligible employee, you will automatically be enrolled in the Plan and deemed to have elected to contribute 5% of your eligible compensation as a pre-tax Salary Deferral Contribution beginning 30 days after becoming an eligible employee. Interns and temporary employees will not be automatically enrolled in the Plan or deemed to have made a deferral election.

Termination of Participation in the Plan

You will no longer be a participant in the Plan when your account balance under the Plan is paid to you.

If you are later rehired as an eligible employee and you were previously eligible to participate in the Plan (whether or not you actually participated in the Plan), you can begin making contributions immediately after you re-enroll or are automatically re-enrolled in the Plan.

Participation by Rollover

You may also participate in the Plan by making a Rollover Contribution even if you elect not to authorize payroll deferrals so long as you satisfy the Plan's eligibility requirements.

How to Enroll

Once you start working for the Company, you will receive an enrollment kit that provides detailed instructions on how to enroll in the Plan. If you don't receive this kit, you can access the Plan website at **UKG401k.com** or call **833-752-6854 (833-PLANUKG)** to request it.

Naming a Beneficiary

The Beneficiary of your account is the person you designate to receive your Plan account balance in the event of your death. After you enroll in the Plan, you must make a written designation of one or more Beneficiaries to whom amounts due after your death will be paid. If you are married, your Beneficiary is automatically your spouse. If you wish to choose someone other than your spouse, you must obtain your spouse's written, notarized consent. If you die without naming a Beneficiary, and you are not married, your estate will receive the value of your Plan account.

You can change your Beneficiary at any time by completing and submitting a new written designation of one or more Beneficiaries.

For Plan purposes, you are treated as married if you are lawfully married to another individual and that marriage is recognized by the state, possession, or territory of the United States in which the marriage was entered into, regardless of where you lived at that time. If you were married in a foreign jurisdiction, you are treated as married for Plan purposes if the relationship would be recognized as marriage under the laws of at least one state, possession or territory of the United States.

Beneficiary — A Beneficiary is the person or persons you designate to receive your Plan account balance in the event of your death. If no Beneficiary designation is in effect at the time of your death, your Beneficiary will be your spouse (if you are married and your spouse survives you) or your estate.

Contributions to the Plan

The Plan offers you the opportunity to contribute your own pre-tax and Roth after-tax dollars and any eligible rollover contributions you may want to make. In addition, you may be eligible to receive Company Matching Contributions and Company Nonelective Contributions.

Your Pre-Tax and Roth Contributions

Each payroll period, you can elect to contribute (i) from 1% to 75% of your available eligible pay (in whole percentages), or (ii) up to $2,000 of your eligible pay (in whole dollar amounts) on a pre-tax and/or Roth basis to the Plan, up to the annual limits under the Code. Your contributions are deducted from your pay through automatic payroll deductions and are subject to certain legal limits as described below.

Annual Maximum — Regular Pre-Tax and Roth Contributions

The maximum amount of your regular pre-tax and Roth contributions to all 401(k) plans in a calendar year is limited by the Code. If your contributions under this Plan reach the annual limit under the Code, they will automatically stop for the remainder of the calendar year. The calendar-year limit for 401(k) plans is $19,500 for 2021. The annual limit will increase from time to time to keep up with the cost of living.

Special Age 50 or Older Catch-Up Contributions

If you are age 50 or older by the end of the calendar year, you can make additional pre-tax and/or Roth catch-up contributions to the Plan at any time after you reach the regular annual maximum pre-tax and Roth contribution amount described above. The extra catch-up amount you can contribute each year to the Plan is limited by the Code. The limit for 2021 is $6,500. The limit will increase from time to time to keep up with the cost of living.

Other Limits on Contributions

The Code also limits the total annual amount of contributions to all 401(k) and 403(b) plans on your behalf on an annual basis. For 2021, this limit is $58,000 or 100% of your Plan year gross earnings, whichever amount is less. Your gross earnings include earnings before they are reduced by pre-tax contributions to the Plan, or any other employer-sponsored benefit plan that accepts your pre-tax contributions.

Eligible Pay

For purposes of this Plan, your “eligible pay” is Compensation you receive while you are an active Plan participant. In general, eligible pay includes your regular wages, bonuses, and commissions, and other amounts received for services rendered in the course of employment with the Company that are includable in gross income. Eligible pay also includes regular wages, bonuses and commissions paid to you in your “final payroll” – even if your last paycheck is distributed after you have terminated your employment. For the avoidance of doubt, “final payroll” means the final paycheck that includes the last of your regular wages, bonuses, and commissions. However, eligible pay does not include amounts earned but not paid during a Plan Year solely because of the timing of pay periods and pay dates, except for the final payroll as described above.

The Code limits the amount of Compensation that can be counted as eligible pay in a calendar year. This limit is adjusted periodically for inflation. For 2021, this annual limit is $290,000.

Advantages of Saving Through the Plan

When you make pre-tax contributions, you reduce your taxable income. Both pre-tax and Roth contributions grow tax free while they are in the Plan — an advantage generally not available if you save outside of the Plan.

The following sections illustrate some of the advantages of two types of employee contributions: pre-tax and Roth. They also suggest some things to think about when deciding which type of contribution might be best for you.

Pre-Tax Savings Advantage Example

This example shows how you can increase your current net pay by saving pre-tax dollars, instead of after-tax dollars.

Let's suppose Maria earns $75,000 a year and compare what happens if she (A) contributes 6% of pre-tax pay - or $4,500 - to the Plan, or (B) contributes 6% of her net pay (after-tax) to a traditional savings account at a bank. Because Maria's contributions are deducted from her paycheck before income taxes are withheld, she pays less income tax on her gross pay and increases her net pay.

	(A) Saving with Pre-Tax Dollars	**(B) Saving with After-Tax Dollars**
Annual Gross Income	$75,000	$75,000
6% Pre-Tax Contribution	4,500	0
Gross Income	$70,500	$75,000
Federal Income Tax*	(8,567)	(9,557)
Social Security (FICA)	(5,738)	(5,738)
After-Tax Pay Deposited into a Bank Savings Account	0	4,500
Net Pay	$56,195	$55,205
Increase in Net Pay	**$990**	

* Estimate based on 2020 federal tax rates for single taxpayers with standard deduction

In this example, Maria has $990 more in her pocket from her income tax saved for the year than if she saved the same $4,500 in a traditional after-tax bank account. Of course, everyone's tax savings will vary. Actual savings will depend on your personal financial situation. When you do take your pre-tax contributions and their investment earnings out of the Plan, they will be subject to taxes. Your Roth after-tax contributions will not be subject to tax upon distribution. Likewise, the related earnings will not be subject to tax upon withdrawal, subject to certain rules.

When you do take your pre-tax contributions and investment earnings out of the Plan, they will be subject to taxes, as described in "Tax Implications" section of this SPD.

Important Information

Any pre-tax contributions you make to this Plan will have no effect on any other Company benefits — such as disability benefits or life insurance — that are based on your pay. Those plans will continue to provide benefits based on your pay before it is reduced by any pre-tax contributions to this Plan.

For Social Security purposes, if you contribute pre-tax dollars to this Plan, your pay will include your pre-tax contributions. This means you will pay Medicare tax on your full pay and Social Security tax on your full pay up to the Social Security Taxable Wage Base ($142,800 in 2021). As a result, you will receive the same Social Security benefit as you would have if you did not contribute on a pre-tax basis to the Plan.

Advantages of Roth Contributions

With Roth contributions, you pay income taxes on your contributions now and do not increase your net income for the current year. However, your Roth contributions and their investment earnings are tax-free when distributed from the Plan, if you meet the requirements for a qualified Roth distribution (see "Special Rules for Roth Distributions" section of this SPD). As a result, if you make Roth contributions, your benefit from the Plan (your net distribution after taxes) will be greater than if you make an equal amount of pre-tax contributions.

Here are some other things to consider regarding Roth after-tax contributions:

- Saving by means of Roth contributions is more advantageous than after-tax savings outside of the Plan because investment earnings in Roth amounts generally accumulate tax-free, whereas investment earnings outside the Plan do not.
- The adjusted gross income limitations that apply to Roth IRA contributions do not apply to Roth contributions to 401(k) plans. This means that you may make Roth contributions regardless of your income if you are eligible to participate in the Program.
- You can contribute more Roth contributions to this Plan than you can to a Roth IRA, if eligible. You can make Roth contributions to this Program up to $19,500 in 2021 and up to $26,000 if you are age 50 or older (including any pre-tax contributions), whereas the Roth IRA contribution limit for 2021 is $6,000, if you are under age 50, and $7,000 if you are age 50 or older.

Which Is Right for You: Pre-Tax or Roth?

There are many factors that go into your decision to make pre-tax or Roth contributions, or a combination of both. As noted above, both pre-tax and Roth contributions grow tax free while they are in the Plan — an advantage generally not available if you save outside of the Plan.

- Do you expect to be in a higher tax bracket in retirement than you are today? No one knows for sure, but if your tax rates remain the same, pre-tax or Roth contributions offer similar tax advantages.
- If your tax rate in retirement turns out to be higher than your tax rate today, then Roth contributions may provide a greater benefit than pre-tax contributions.
- On the other hand, if you are in a lower tax bracket in retirement than you are today, then making pre-tax contributions today may prove to be more advantageous than making Roth contributions.

You should consult your professional tax advisor for specific advice on your personal situation.

In-Plan Roth Conversion

You generally can convert your vested non-Roth amounts to Roth amounts within the Plan by making an in-plan Roth conversion (also known as an in-plan Roth rollover). The conversion process generally is treated as an in-service withdrawal for active employees, or a distribution for terminated employees that is rolled back into the Plan (although the money does not leave the Plan). You will be required to pay income taxes on the taxable portion of the amount converted. See "In-Service Withdrawals" section to determine the amounts active employees are eligible to convert and "In-Plan Conversion of Non-Roth Amounts to Roth After-Tax Amounts" section for the tax implications. For more detailed information or to request an application, contact Empower at **833-752-6854 (833-PLANUKG)**.

Company Contributions

The Company may, as determined by the Plan Administrator in its sole discretion, add two kinds of employer contributions to your account to help your retirement savings grow even faster:

Matching Employer Contribution, based on the amount you contribute, and

Nonelective Employer Contribution, based on your eligible pay.

Eligibility for Company Contributions

To receive a Matching Employer Contribution, you must be a participant in the Plan and an employee on any day of the contribution period (i.e., applicable pay period).

To receive a Nonelective Employer Contribution for a Plan Year, you must be both a participant in the Plan and an employee on the last day of such Plan Year.

Plan Year — The Plan year is the 12-month calendar year beginning on any January 1 and ending on December 31.

Amount of Matching Employer Contribution

The Company may make discretionary Matching Employer Contributions. If Matching Employer Contributions are made, the Company will match a specified percentage of your Salary Deferrals and/or Roth Salary Deferrals, in total, not to exceed 45% of your Salary Deferral Contributions and/or Roth Salary Deferral Contributions made during the Plan Year on behalf of participants and will be made on a payroll period basis. You will not receive a Matching Employer Contribution with respect to Catch-Up Contributions.

Amount of Nonelective Employer Contribution

The Company may make discretionary Nonelective Employer Contributions. Nonelective Employer Contributions, if any, will be allocated in proportion to each participant's respective amounts of eligible pay for such Plan Year. The timing of any such contribution will be determined by the Plan Administrator.

Rollover Contributions

If you are eligible to participate but elect not to authorize payroll deferrals, then you may, nonetheless, make a Rollover Contribution and become a participant as of the date of such Rollover Contribution. A Rollover Contribution will be in cash. The Plan may accept a Rollover Contribution of Roth salary deferrals only if it is a direct rollover from another Roth salary deferral contribution account under an Eligible Retirement Plan, and the Plan will credit such amounts as Rollover Contributions and maintain separate records for such amounts.

Eligible Retirement Plan — Another employer's tax-qualified plan, including a Section 401(a) plan (such as a 401(k) plan), a Section 403(b) plan, a Section 403(a) annuity plan, a defined benefit plan, a Section 408(a) or 408(b) plan or a governmental Section 457(b) plan.

When You Become Vested

Being vested means that you own — have a right to — the value of your Plan account. You are always 100% vested in your own contributions to the Plan (including any rollover contributions) and any related investment earnings.

Participants will become vested interest in their Matching Employer Contribution Account and Nonelective Employer Contribution Account determined based on their Years of Service with the Company, as shown in the following chart.

Years of Service	Vested Percentage
Less than 1	0%
1 but less than 2	33.33%
2 but less than 3	66.67%
3 or more	100%

If you were a former participant in the Kronos Incorporated Retirement Savings Plan, you will continue to vest in transferred legacy accounts based on your Years of Service with the Company, as shown in the following chart.

Years of Service	Vested Percentage
Less than 1	0%
1 but less than 2	33.33%
2 but less than 3	66.67%
3 or more	100%

If you were a former participant in the Ultimate Software Group 401(k) Retirement Plan, you will continue to vest in your pre-plan merger account balances based on your Years of Service with the Company, as shown in the following chart.

Years of Service	Vested Percentage
Less than 1	0%
1 but less than 2	25%
2 but less than 3	50%
3 or more	100%

You will become 100% vested if, while an active Company employee, you reach age 65, become disabled or die. You will also be 100% vested if you die while on a qualified military leave, to the extent required by law.

What Happens to Your Vesting Service If You Leave the Company and You Are Not Fully Vested

If you leave the Company and have five consecutive One-Year Breaks in Service (see definition below), your Vesting Service and non-vested account balance is forfeited.

> **Break in Service** — A Break in Service is any severance period greater than 12 months. If you are on maternity or paternity leave or any other leave of absence based on the Family and Medical Leave Act of 1993, you will not have a Break in Service in the year in which your absence began or in the following calendar year. If you are on a military leave of absence, special rules apply (see "If You Are Rehired After Military Leave" on the next page for more information.)

If You Are Rehired After Military Leave

If you are absent from employment with the Company because of your qualified military service in the uniformed services of the United States and later return while your reemployment rights are protected by law, you will not have a break in service and the period of your absence will count for purposes of eligibility and vesting service. When you return, you may even elect to make contributions to the Plan as if you had been working during the period of military leave. If you choose to make the contributions you could have made during your military leave, the Company will apply the appropriate match to those contributions for the period of your leave. You will not receive any retroactive investment return on these contributions.

In general, qualified military leave includes all periods of active duty with a U.S. uniformed service (including National Guard and reserve training) up to five years' duration.

Investing Your Plan Account

The Plan offers a broad selection of investment options for you to choose among to help you meet your goals when investing your account. You can select a mix of investment options that best suit your goals, time horizon, and risk tolerance. A complete description of the Plan's investment options and their performance, as well as planning tools to help you choose an appropriate mix of investments, are available online at **UKG401k.com**.

Each investment option offers a different level of risk and return. For instance, some investments may be less susceptible to stock and bond market fluctuations but deliver a relatively low rate of return. Others may offer the possibility of higher rates of return over the long term, but may be more vulnerable to downturns in the stock and bond markets. Diversification (spreading your contributions over several types of investments) is an effective strategy to help you achieve a favorable rate of return while minimizing your overall risk of losing money.

Ultimately, it's your responsibility to select the investment options that are right for you, based on your individual goals and objectives, time horizon and risk tolerance. If you choose to direct the investment of your account, the Trustee will not be liable for your choice of investment. If you do not direct the investment of your account, the amounts will be invested in the applicable default investment vehicle designated by the Plan Administrator until you properly designate other investment funds. A complete description of the Plan's investment options and their performance, as well as investment education information and planning tools to help you choose the right mix, are available online at the Plan website, which you can access at **UKG401k.com**.

Choosing Investment Options for Your Contributions

You choose how to invest your Plan contributions among one or more investment options, in whole percentages. The investment elections you make will apply to your pre-tax and Roth contributions, any Matching Employer Contributions or Nonelective Employer Contributions, and any investment earnings.

When selecting your investment options, keep in mind that you may choose to invest your future contributions differently from your existing account balance. In addition, you may make a separate investment election for any rollover contributions you make to the Plan by indicating an election on your rollover form. If you do not make a separate investment election for your rollover contribution, it will be invested in the same manner as your other contributions.

If you do not make an investment choice for your contributions, they will be invested automatically in the Plan's Qualified Default Investment Alternative (or QDIA). You may change the investment of your future contributions and/or your existing account at any time.

Investment Experience

Your account is credited or debited with investment gains or losses on each business day that the New York Stock Exchange is open for trading beginning when the contributions are actually deposited into the Plan's Trust Fund and credited to your account.

Fees and Expenses

Certain transaction-based fees, such as loan fees, are charged directly to your account. Investment fees (such as sales charges, commissions, 12b-1 fees, or management fees) charged by each of the Plan's investment options are charged against the assets in that investment option. This means that the investment fees for the options in which you invest your account generally reduce the return you earn on your account. See the prospectuses or other investment descriptions for each investment option for detailed information about investment fees. You will also receive an annual summary of the fees charged by the Plan.

Keeping Track of Your Account

To access the most up-to-date information about the value of your total Plan account and each individual investment option, visit the Plan's website at **UKG401k.com**. This information is updated on a daily basis.

After the end of each calendar quarter, an account statement will be prepared for you showing the status of your total Plan account. It includes your current account balance, the vested percentage of your account and how your investments have performed. This statement also helps you see how you are progressing toward reaching your financial goals. Your statement will be mailed to your home address or you can sign up to use the online statement functionality to view an account statement at any time.

How to Make Changes

The Plan offers you the flexibility to change how your contributions are invested. The following chart describes how and when you can make these changes.

Type of Transaction	What You Need to Do	When You Can Make a Request
Change How Your Future Contributions Are Invested Change How Your Existing Account Balance Is Invested	Access the website at **UKG401k.com** or call the Company's automated telephone service at **833-752-6854 (833-PLANUKG)**.	You can request to change how your future contributions or existing balance is invested daily.

You should be aware that changing your investment election for future contributions is a separate transaction from changing the investment of your existing account balance. For instance, when you change your investment election for future contributions, the investment mix of your existing account balance will not change. Similarly, when you change how your existing account balance is invested, your investment mix for your future contributions will not be affected.

Important Information

The Plan is designed to comply with the requirements of Section 404(c) of the Employee Retirement Income Security Act of 1974 ("ERISA"). This means that you (and not the Company, the Plan's Trustee, or its fiduciaries) direct — and are responsible for the results of — the investment of your Plan assets. Neither the Company, the Trustee, nor Plan fiduciaries will be liable for any loss that is the direct and necessary result of any investment instruction given by you. You have the right to receive certain detailed information concerning the performance, composition and other facts of the investment options available to you. The Plan Administrator is responsible for ensuring that the Plan is in compliance with Section 404(c). Complete descriptions of the Plan's investment options and their performance also are available online at the Plan's website, which you can access at **UKG401k.com**.

Access to Your Plan Account While Working for the Company

The Plan is designed to promote long-term savings for retirement. However, there may be times when you need to access your Plan account while you are working for the Company. For that reason, the Plan offers you the ability to take loans and, in certain circumstances, to make withdrawals.

Loans

If you are a participant in the Plan, then you may apply for a loan against your Plan account. If your loan is approved, you will receive the amount — less the applicable loan processing fee — in a lump-sum payment. There is also a maintenance fee for a Plan loan, which is charged to your account each quarter. Florida residents will be charged a documentary stamp fee, payable to the State of Florida, and must remit the fee to the Company prior to the funds being released. The amount that you borrow will not be subject to taxes, as long as you repay the full balance of your loan in accordance with the terms contained in your promissory note.

The following is a brief overview of the Plan rules for loans, which are based on IRS guidelines. If you would like more information on loans, please ask the Plan Administrator for a copy of the Company's loan policy.

How Much You Can Borrow

The minimum amount you may borrow is $1,000. The maximum amount you may borrow is 50% of your total vested account balance. In addition, the maximum aggregate dollar amount of loans outstanding to you at any particular time may not exceed $50,000, minus your highest outstanding loan balance in the prior 12-month period ending on the date of the loan over your current outstanding participant loan balance on the date of the loan.

Types of Available Loans

The Plan allows two types of loans as described in the following chart.

Type of Loan	Purpose	Repayment Term
General Purpose Loan	For any reason	1 – 60 months
Residential Purpose Loan	To purchase your principal residence	61 – 120 months

You may have only one loan outstanding at any time. The amount of your loan is withdrawn from the applicable account(s) on a pro rata basis from the investment options in which your account(s) are invested. Please note that the law treats the amount of any loan (other than a residential loan) not repaid five years after the date of the loan as a taxable distribution on the last day of the five-year term or, if sooner, at the time the loan is in default.

General purpose loans are generally pre-approved up to the maximum amount available for loan from your account and you can request them online. Principal residence loans are not pre-approved because they require documentation of your home purchase.

Loan Interest Rate

The loan interest rate will be 1% over the Prime Rate published in the Wall Street Journal on the first business day of the month before the loan is originated. The interest rate is fixed for the duration of the loan. The interest rate assigned at the time you apply for a loan will remain in effect for the duration that loan and will not be re-negotiated.

During a military leave, your loan repayments are generally suspended and the loan term is extended by the period of leave. While on leave, the interest accrues, but you may request that the loan interest rate be reduced to 6% if it is higher. Upon return from leave, you must resume the loan payments and the interest rate must be restored to the original rate (if it was reduced). The loan must be paid off by the period that includes the original term plus the period of military leave.

Loan Fees

There is a loan processing fee that is deducted from the amount of your loan and a loan maintenance fee that is deducted from your account each quarter until your loan is fully repaid.

How You Repay Your Loan

You make your loan repayments through convenient payroll deductions, except that the participant will have the right to pay off the outstanding loan balance at any time. Loan principal and interest repayments are allocated directly to the Plan account(s) from which the loan was taken in equal amounts each payroll period. In general, repayments begin with the first payroll period after you receive your loan check. The repayments are invested in your Plan account(s) according to your current investment election for future contributions.

If you are on an approved leave of absence, other than military leave, then you may suspend loan repayments until the later of:

- Twelve (12) months; or
- Maximum terms of the loan (i.e., five (5) years for a general-purpose loan and ten (10) years for a residential purpose loan.

Upon return from leave, you must make any missed loan repayments due to leave of absence or other reasons. If not made up by you, the loan administrators, may in its sole discretion, reamortize the outstanding balance of the loan over the remaining loan term so as not to exceed the maximum repayment term.

If you fail to make any required loan repayments of principal and interest when due or before the last day of the calendar quarter following the calendar quarter in which the missed payment was due, which can be extended to the last day of the calendar quarter following the calendar quarter in which you missed the scheduled payment, the loan will be considered to be in default and the entire outstanding loan balance will become immediately due and payable. In such event the remaining outstanding balance, including accrued interest, will be treated as a deemed distribution, and will be taxable to the participant as ordinary income. You will be issued a Form 1099-R for the total amount of the deemed distribution. If you default on the loan, then you are prohibited from obtaining a new loan under the Plan until the defaulted loan is paid in full.

If You Leave the Company

The outstanding loan balance, plus any accrued interest is due and payable upon termination of employment. In the event that you terminate, retire, or die with an outstanding loan balance, that balance will be treated as part of the total distribution of the account balance and will be included on the Form 1099-R as part of the final distribution, except:

- In the event of termination or retirement, you will have the option to repay the outstanding principal loan balance, along with accrued interest, before the distribution is paid to the participant, or
- In the event of termination, you will not have the opportunity to rollover the loan into another qualified plan of another employer.

In-Service Withdrawals

Although the Plan is primarily intended to provide benefits when you retire, there are certain circumstances in which you may make a withdrawal from your account while you are still actively working for the Company. These withdrawals are referred to as "in-service" withdrawals. You should be aware that you may have to pay a penalty tax if you receive an in-service withdrawal of your pre-tax contributions and related earnings before you reach age 59½. For more information, see "Tax Implications" section of this SPD.

When you make an in-service withdrawal, the amount generally will be taken from your account(s) in proportion to how your account(s) are invested.

The various types of in-service withdrawals allowed under the Plan are described below.

Withdrawals Available If You Are Age 59½ or Older

If you are an active Company employee who is age 59½ or older, you may elect to withdraw all or a portion of the vested balances of your account, including investment earnings, under the following conditions:

- The distribution is made in a lump sum.
- The distribution is made pro rata from your vested account balances.
- The distribution will be immediately charged to your Plan account, but Plan account balances will continue to be held and adjusted on each valuation date.
- If you terminate employment after you make an election to withdraw but prior to receiving the distribution, then the election will be cancelled.

- These types of withdrawal requests will be processed by the Plan Administrator or its delegate as promptly as possible.

Withdrawals Available If You Are Under Age 59½

Withdrawals from Rollover Contributions

If you are an active Company employee who is under age 59½, you may withdraw all or part of the value of your Rollover Contributions, which includes your rollover contributions and all investment earnings on those contributions, provided that the amount withdrawn is at least $500.

Hardship Withdrawals

If you are a Company employee, then you may withdraw your pre-tax and/or Roth contributions, except for investment earnings, but only after you file an election with the Plan Administrator and receive approval from the Plan Administrator. The Company has structured the Plan to comply with government regulations for hardship withdrawals. The amount of the withdrawal may not be in excess of the amount of the immediate financial need, including any amounts necessary to pay any federal, state or local taxes and any amounts necessary to pay any penalties reasonably anticipated to result from the distribution.

To qualify for a hardship withdrawal, you must have an immediate and heavy financial need. The amount of your withdrawal cannot be more than the amount required to satisfy your financial need (increased by the tax liability caused by the withdrawal). The following situations are examples of immediate and heavy financial needs:

- Certain medical expenses incurred by you, your spouse or your dependents or certain expenses necessary to obtain medical care, which are not reimbursable by medical insurance or other sources,
- Purchase (excluding mortgage payments) of your principal residence,
- Payment of tuition and related education fees for the next 12 months of post-secondary education for you, your spouse, your children or other dependents,
- Prevention of eviction from or foreclosure on your principal residence,
- Repairs to your principal residence due to a deductible casualty loss,
- Funeral and/or burial expenses for your deceased parent, spouse, child or other dependent,
- Payment of expenses and losses (including loss of income) on account of a disaster declared by the Federal Emergency Management Agency (“FEMA”) 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, or
- Other circumstances that may be published by the IRS in an expanded list of immediate and heavy financial needs.

You may only request one hardship withdrawal in any 12-month period. You may not receive a withdrawal from you Matching Employer Contribution amounts or your Nonelective Employer Contribution amounts.

Qualified Birth or Adoption Distributions

During the one-year period commencing on the date of the birth of your child or your legal adoption of an eligible adoptee, you may take a qualified birth or adoption distribution. The amount of the qualified birth or adoption distribution may not be less than $500 and may not exceed of the lesser of (i) $5,000, or (ii) your vested Account balance. For the purposes of qualified birth or adoption distributions, an “eligible adoptee” is any individual (other than a child of your spouse) who has not attained age 18 or is physically or mentally incapable of self-support.

Qualified Domestic Relations Order

A Qualified Domestic Relations Order is a court order, judgment, or decree in connection with alimony, marital property rights, or child support requirements. If a Domestic Relations Order complies with the terms of the Plan and applicable law, the Company recognizes it as a Qualified Domestic Relations Order ("QDRO") in accordance with the Plan's QDRO Procedures and makes payments to the alternate payee (your spouse, former spouse, child, or other dependent) as specified in the Order.

A legal marriage is one that is entered into in a State or foreign jurisdiction pursuant to the laws of that State or foreign jurisdiction, regardless of whether the marriage is recognized in the State or foreign jurisdiction where you and/or your spouse reside.

How Your Account Is Paid After You Leave The Company

You can receive payment of your Plan account when you retire, become disabled or stop working for the Company for any other reason.

Termination or Disability

Upon your termination from employment with the Company or upon your disability, you will receive a distribution equal to the balance of your vested Plan account, determined as of the Valuation Date next following the later of (i) termination of Employment or Disability, or (ii) receipt of a request for distribution by the Plan Administrator.

How and When Your Account Is Paid

The vested portion of your account balance is generally paid in a single lump sum cash payment. You may elect to have your payment made directly to you or have it rolled over to an IRA or an eligible retirement plan.

If the vested portion of your account balance is:

$1,000 or Less — If you do not elect to have your distribution paid directly to an Eligible Retirement Plan in accordance with the rollover provisions of the Plan or to receive the distribution directly, then your vested account balance will be paid directly to you as a cash lump sum as soon as administratively possible.

More Than $1,000, but less than $5,000 — in the absence of your direction to the contrary, such amounts will be automatically transferred to an individual retirement plan in accordance with provisions established by the Plan Administrator.

More than $5,000 —You may elect to defer the distribution of your account until age 72. Payment will not be made without your consent. You can elect to receive payment immediately, or you can elect to receive payment at any later date up to April 1 of the year following the year you turn age 72. If you elect to defer payment:

- you will continue to direct the investment of your account, and
- you will be eligible to convert all or part of your vested non-Roth amounts to Roth amounts within the Plan (see “In-Plan Roth Conversion” section and “In-Plan Conversion of Non-Roth Amounts to Roth Amounts” section for more information)

If You Die Before Receiving Payment of Your Account

If you die before receiving payment of your account, the value of your account will be paid to your Beneficiary or to your estate if you were not married and you did not name a Beneficiary or if your Beneficiary dies before you. If your spouse is your Beneficiary, your spouse generally may choose to receive payment of your account at a later date, but not later than the date on which you would have become age 72. If your Beneficiary is not your spouse, in most cases, your Beneficiary must take distribution of your vested account by December 31 of the year containing the 10th anniversary of your death. If you did not designate a Beneficiary, your vested account will be distributed to your estate by December 31 of the year containing the 5th anniversary of your death.

What Happens to Your Non-Vested Account Balance

If you leave the Company before you are 100% vested, you will forfeit, or lose, the non-vested portion of your Matching Employer Contributions and Nonelective Employer Contributions as of the earlier of the following events:

- you have five consecutive One-Year Breaks in Service, or
- you receive a distribution of the vested portion of your Matching Employer Contributions and Nonelective Employer Contributions.

Forfeited money will be used to reduce the Company's contributions for remaining Plan participants. However, if you later return to the Company as an eligible employee before you have five consecutive One-Year Breaks in Service, your prior forfeited account balance, if any, will be restored to your account.

Tax Implications

The IRS has established guidelines for how 401(k) savings plan distributions and withdrawals are taxed. This section highlights several important tax rules in effect as of 2019. Because these federal guidelines are complicated and subject to change, you should consult with a tax advisor before you receive a distribution from the Plan. In addition, a special tax notice is available online at **UKG401k.com** with detailed information about the tax rules in effect at the time you request an in-service withdrawal or distribution.

Income Tax

Your pre-tax contributions (including pre-tax catch-up contributions), rollover contributions (excluding Roth rollover contributions), Matching Employer Contributions and Nonelective Employer Contributions are not subject to federal or most state or local income taxes when they are made to your account.

All contributions not previously taxed, as well as all investment earnings, are fully taxable as ordinary income when you receive them, except to the extent they are rolled over to a traditional IRA or to an eligible retirement plan.

> ***Note:*** *This does not apply to Roth after-tax contributions (including Roth catch-up contributions, Roth rollover contributions and prior in-plan Roth conversion amounts) because you have already paid taxes on these amounts. In addition, distributions of investment earnings on Roth after-tax contributions are not taxed if they are part of a qualified Roth distribution.*

Lump-sum distributions may be subject to federal income tax withholding, depending on how you elect to receive your payment.

Payment Directly to You

When you receive a lump-sum distribution or in-service withdrawal (other than a hardship withdrawal of your pre-tax contributions) paid directly to you from the Plan, the taxable amount of the distribution is generally subject to a federal income tax withholding of 20%. The amount withheld can be credited against any federal income tax you owe for the year. Your payment may also be subject to an additional 10% early distribution penalty tax (see “10% Early Distribution Penalty Tax” section of this SPD.)

Rollover of Non-Roth Amounts to an Eligible Retirement Plan or a Traditional (Non-Roth) IRA

If you elect to have the Plan directly roll over all or part of the non-Roth amounts in your eligible rollover distribution to an eligible retirement plan or to a traditional (non-Roth) IRA, the portion that is rolled over will not be subject to tax in the year of distribution and therefore will not have any federal tax withheld from it.

If you have your distribution paid directly to you, the taxable amount of your distribution is subject to the 20% withholding rules, as mentioned above. However, you can still decide to roll over all or part of it to a traditional IRA or an eligible retirement plan that accepts rollovers. You must make the rollover contribution within 60 days after you receive the payment. You can roll over up to 100% of the eligible rollover distribution, including an amount equal to the 20% that was withheld. If you choose to roll over 100%, you must find other money within the 60-day period to contribute to the IRA or the eligible retirement plan to replace the 20% that was withheld. In this case, you may be entitled to a refund of the 20% that was automatically withheld and sent to the IRS when you file your income tax return for the year in which the money was withheld.

By rolling over the taxable portion of your distribution, you can continue to defer federal (and in most cases, state and local) income taxes until you receive a distribution of these amounts from the IRA or eligible retirement plan.

> **Note:** *A hardship withdrawal of pre-tax contributions is not subject to these rollover or withholding rules.*

The Plan Administrator will be able to tell you what portion of your payment is an eligible rollover distribution. However, you may not roll over the following types of payments:

Payments Spread over Long Periods — You cannot roll a payment over if it is part of a series of equal (or almost equal) payments that are made at least once a year and will last for any of the following:

- Your lifetime (or life expectancy)
- Your lifetime and your Beneficiary's lifetime (or life expectancies)
- A period of 10 or more years

Corrective Distributions — You also may not roll over a distribution that is made because the legal limit for certain contributions was exceeded.

Loans Treated as Distributions — You may not roll over the amount of a Plan loan that becomes a taxable deemed distribution because of a default.

Hardship Distributions — A hardship distribution from the Plan is not eligible for rollover.

Eligible Rollover Distribution — In general, any cash distribution from an IRA or an Eligible Retirement Plan except a required minimum distribution payment; a hardship distribution; a corrective distribution; or payments spread over a period of at least 10 years or over your life or life expectancy (or the lives or joint life expectancy of you and your Beneficiary).

Direct Rollover of Non-Roth Amounts to a Roth IRA

If you elect to have the Plan directly roll over all or part of the non-Roth amounts in your eligible rollover distribution to a Roth IRA, the portion that is rolled over is taxable to you as if it had not been rolled over. It is not subject to the 20% federal income tax withholding, and no withholding may be elected. The rules for Roth IRAs are complex, so please consult with your tax advisor for more information if you are considering rolling over your distribution to a Roth IRA.

In-Plan Conversion of Non-Roth Amounts to Roth Amounts

An in-plan Roth conversion is a rollover of a non-Roth amount in your account to a separate Roth rollover amount within the Plan. The amount that you convert to a Roth amount must be an Eligible Rollover Distribution (see definition above) and otherwise distributable under IRS regulations.

The in-plan Roth conversion amount generally will be taxed in the year it is rolled over (although money does not leave the Plan). An in-plan Roth conversion is not subject to the 20% federal income tax withholding rules. You may need to make estimated federal (and possibly state or local) tax payments because of the additional amount includable in your gross income as a result of the conversion. The amount of your in-plan Roth conversion is not subject to a 10% early distribution penalty tax at the time of conversion. The rules for in-plan Roth conversions are complex, so please consult with your tax advisor for more information if you are considering a conversion.

Special Rules for Roth Distributions

If your distribution from your Roth amounts (that is, your Roth after-tax contributions, Roth rollover contributions, if any, and related investment earnings) is a qualified Roth distribution (see definition below), it will not be subject to federal income taxes or the 10% early distribution penalty tax. If your distribution does not meet the requirements for a qualified Roth distribution, the investment earnings on your Roth after-tax contributions will be taxed as ordinary income when you receive them and will be subject to 20% federal income tax withholding and the 10% early distribution penalty tax, if applicable.

You may elect a direct rollover of your distribution from your Roth amount to another Eligible Retirement Plan that accepts Roth amounts and agrees to separately account for them. In a direct rollover to another Eligible Retirement Plan, your years of Roth participation in this Plan will count toward the five-year requirement for a qualified Roth distribution under the new plan.

You may also elect to directly roll over your Roth distribution to a Roth IRA. Your years of participation in this Plan will not count toward the five-year requirement for a qualified Roth distribution from the Roth IRA. However, if you had contributed to any Roth IRA in a prior year, the five-year requirement for determining qualified distributions from a Roth IRA is measured from the earlier contribution. You also have the option of receiving your Roth distribution in cash and rolling it over to a Roth IRA within 60 days.

Qualified Roth Distribution — A qualified Roth distribution means a distribution of Roth after-tax contributions and related earnings that occurs (i) to you at or after age 59½, (ii) to a Beneficiary at your death, (iii) to you on your disability, or (iv) to you as a qualified first-time homebuyer, and the distribution occurs at least five years after the first day of the year in which you began making Roth after-tax contributions to the Plan.

Tax Rules for Payments to Beneficiaries and Alternate Payees

These rollover and withholding rules apply to payments made to your surviving spouse in the event of your death and to a spouse or former spouse who is an alternate payee under a Qualified Domestic Relations Order. Special rules apply to non-spouse beneficiaries. All rules regarding withholding, rollover options for distributions to beneficiaries and in-plan Roth conversions are detailed in the special tax notice that will be provided to your Beneficiary(ies). Please consult your tax advisor for additional details.

10% Early Distribution Penalty Tax

Because the Plan is designed primarily to supplement your retirement and Social Security benefits, the IRS generally imposes a 10% early distribution penalty tax on certain taxable distributions and withdrawals distributed to you before you reach age 59½. The 10% penalty tax will not apply if the distribution is:

- made due to your death or disability,
- transferred directly to an IRA or another Eligible Retirement Plan,
- rolled over to an IRA or another Eligible Retirement Plan within 60 days of the distribution,
- made to your spouse or dependent as required under the terms of a Qualified Domestic Relations Order,
- used as a withdrawal for unreimbursed medical expenses, as defined by the Code, that exceed the medical expense deduction threshold for the taxable year of the withdrawal,
- made after you attain age 59½,
- made after your employment ends, and your employment ends during or after the calendar year in which you reach age 55,
- a qualified Roth distribution,
- a qualified reservist distribution,
- a corrective distribution due to excess plan contributions,
- made as part of a series of payments over your life expectancy or the life expectancies of you and your designated Beneficiary
- a payment to the government to satisfy a federal tax levy, or
- an in-plan Roth conversion.

Other Special Tax Rules

You should also be aware of the following special tax rules.

Loan Defaults

If you have a loan outstanding when you stop working for the Company, the loan balance will be treated as a distribution and will be subject to income tax and a 10% early distribution penalty tax, if applicable. If you default on your loan repayments while employed, this will also result in distribution treatment. Special withholding and rollover rules may also apply.

If You Were Born Before January 1, 1936

You may be eligible to reduce the amount you owe in taxes on your distribution if you qualify for 10-Year Averaging. This special tax treatment is available if you:

- were born on or before January 1, 1936,
- receive a total distribution from the Plan either after you reach age 59½ or when you stop working for the Company, and
- were a participant in the Plan for at least five years before the year in which you receive your distribution.

If you transferred dollars from a 403(b) plan or a governmental 457 plan into this Plan, you will not be eligible for 10-Year Averaging. In addition, please be aware that a number of Code restrictions apply if you elect 10-Year Averaging. As noted earlier, you will receive more detailed information about special tax rules when you request a distribution from the Plan.

For More Information

More information is available in the special tax notice, which is available online at **UKG401k.com**.

Important Information

Please keep in mind that the amount withheld from your distribution may not represent your actual tax liability. You may still be responsible for payment of estimated taxes whether or not you are subject to the 20% withholding or elect voluntary withholding. You may incur penalties if your withholding and estimated tax payments are not enough to meet your tax liability.

Other Important Information

This section describes other important information you should know about the Plan.

Assignment of Benefits

Your benefit under this Plan is solely for you (or your Beneficiary). Generally, your benefit cannot be assigned to anyone else. However, the Plan will honor Qualified Domestic Relations Orders relating to provisions for child support, alimony payments or marital property rights. Participants and beneficiaries may obtain, without charge, a copy of the Plan's domestic relations order procedures from the Plan Administrator. If the Company receives such an order, you will be notified of how it will be handled with respect to your account. In certain circumstances, a levy against the Plan assets may be made by the federal or state government.

Legal Limitations

Government rules limit the total contributions that can be made to Company-sponsored qualified defined contribution plans, such as this Plan. You will be notified if your contributions are ever affected by these rules.

In addition, other government rules apply if the value of benefits payable to certain key employees exceeds 60% of the total benefits under all Company pension and profit-sharing plans. In the unlikely event these rules would ever apply, certain steps would have to be taken to maintain the qualified status of these plans. You would be notified if your benefits were affected.

Future of the Plan

While the Company expects to continue the Plan indefinitely, it reserves the right to amend or terminate the Plan at its discretion. No amendment, except one necessary to maintain the Plan's qualified status, will reduce your interest in the Plan to less than what your interest would have been if your employment had ended on the date of the amendment. If the Plan terminates or the Company completely discontinues contributions, you will be fully vested in the benefits you earned up to the date of termination or the date that contributions stopped. Plan assets would be applied for the benefit of Plan members and their beneficiaries, as prescribed by law.

Plan Termination Insurance

The Pension Benefit Guaranty Corporation (PBGC) is a government corporation set up under ERISA. The PBGC insures certain benefits under **defined benefit** plans in the event of plan termination. This Plan is a **defined contribution** plan. This means that both yours and the Company's contributions are made in specific, defined amounts, and the amount you receive at retirement or when you stop working for the Company depends on your account value at that time. Because you are not guaranteed a specific amount when your employment ends, the PBGC plan termination insurance program does not apply to your benefit under this Plan.

Plan Documents

This SPD summarizes the main features of the Program under the Plan. If any conflict arises between this SPD and the official Plan document, the official Plan document will govern the operations of the Plan.

Copies of these documents, together with the annual report and Plan description filed with the U.S. Department of Labor, are available for review by any member or Beneficiary at your work location, upon request. You can request copies of these documents by writing to the Plan Administrator at the address shown in the "Administrative Information" section of this SPD. You may be charged up to 25¢ a page to cover reproduction costs.

Facility of Payment

Every person receiving or claiming a benefit under the Plan will be presumed to be mentally competent and of age until the Plan Administrator receives reliable written notice that such person is incompetent or a minor. Unless a claim has been made for the benefit by a duly appointed legal representative, payment to a minor or person determined by the Plan Administrator to be incapable of managing his affairs may be made to such person's spouse, a child, a parent, or other blood relative, or to a person with whom such person resides.

Trust Accounts

All contributions to the Plan are held in a trust account established to hold plan contributions. The Employer has no right, title or interest in the contributions made to the trust account, and such contributions are held for the exclusive benefit of participants and their beneficiaries. Benefits provided by the Plan are to be paid only out of assets of the trust account and no trust account assets will revert to the Employer prior to satisfaction of all Plan liabilities.

Your Rights Under ERISA

As a participant in the Plan, you are entitled to certain rights and protections under ERISA. ERISA provides that all Plan participants will be entitled to receive information as detailed in the following section.

Receive Information About Your Plan and Benefits

- Examine without charge at the Plan Administrator's office and other specified locations, such as work sites and union halls, all Plan documents governing to the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor, and available at the Public Disclosure Room of the Pension and Welfare Benefit Administration.
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts, collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and an updated SPD. The Plan Administrator may make a reasonable charge for the copies.

- Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.
- Obtain a statement telling you the value of your account under the Plan and that you are vested in your account. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The Plan must provide the statement free of charge.

Prudent Action 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, your union or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

Enforce Your Rights

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

Under ERISA, there are steps you can take to enforce the above rights. For instance, **if you have already exhausted your claim and appeal rights and other administrative remedies under the Plan**, you may file suit in federal court in the following cases:

- If you request a copy of Plan documents or the latest annual report from the Plan, and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to $110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.
- If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or federal court.
- If you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order or a medical child support order, you may file suit in a 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. Any suit must be filed within the timeframe discussed in the "How Claims Are Processed" section of this SPD.

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 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 Inquires, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington DC 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.

Claims Information

In order to receive benefits from the Plan, you or your designated Beneficiary must file a written claim on the appropriate forms. Between three and six months before you want your benefit payments to begin, you should request claim forms. Claim forms are available on the Plan website at **UKG401k.com**. What follows is a summary of the procedures governing claims for benefits from the Plan. For additional information, see the Plan document.

If Your Claim Is Denied

If your benefit claim is wholly or partially denied, the Plan Administrator will notify you or Beneficiary within 90 days after receipt of the claim. If the Plan Administrator determines that special circumstances require an extension of time for processing the benefit claim, the initial 90 day period may be extended for up to 90 additional days. The Plan Administrator will give you, your Beneficiary or the claimant written notice of the extension prior to the expiration of the initial 90 day period, and the notice will explain the circumstances requiring the extension of time and the date by which the Plan Administrator expects to render a decision. Benefit claim denial notices are written in a manner calculated to be understood by you or your Beneficiary and contain (a) the specific reason or reasons for benefit claim denial, (b) a specific reference to the pertinent Plan provisions upon which the benefit claim denial is based, (c) a description of any additional material or information necessary to perfect the benefit claim together with an explanation of why such material or information is necessary, (d) an explanation of the claims review procedure, and (e) a statement regarding your or your Beneficiary's right to bring a court action following a denied appeal under Section 502(c) of ERISA.

Benefit Claims Appeals Procedure

Within 60 days after you, your Beneficiary or the claimant receive a notice of denial of your benefit claim, you, your Beneficiary or the claimant may (a) file a written request with the Plan Administrator that it conduct a full and fair review of your denied benefit claim, (b) review pertinent documents related to your claim, and (c) submit to the Plan Administrator written questions and comments supporting the request for review. Within 60 days after the receipt of a request for review of a denied benefit claim, the Plan Administrator will send to you, your Beneficiary or the claimant a written decision with respect to the benefit claim appeal, except that if there are special circumstances (such as the need to hold a hearing) which require more time for processing, the 60-day period will be extended for up to an additional 60 days with notice from the Plan Administrator to you, your Beneficiary or the claimant to that effect. The Plan Administrator's decision on the benefit claim appeal will be written in a manner calculated to be understood by you, your Beneficiary or the claimant, and will include the specific reasons for the decision and specific references to the Plan provisions on which the decision is based.

The Plan Administrator has complete discretionary authority to make all determinations under the Plan, including eligibility for benefits and factual determinations, and to interpret the terms and provisions of the Plan. Benefits under the Plan will be paid only if the Plan Administrator decides in its discretion that the claimant is entitled to them. All interpretations and determinations made by the Plan Administrator or its delegate are conclusive, final and binding. Any interpretation or determination made pursuant to such discretionary authority will be upheld on judicial review, unless it is shown that the interpretation or determination was an abuse of discretion.

You may not commence legal action for benefits under the Plan until and unless you have exhausted the claims and appeals described above.

Limitation on Timing of Legal Actions

No action at law or in equity will be brought to recover benefits under the Plan until the mandatory appeal rights described in the Plan have been exercised and the Plan benefits requested in such appeal have been denied in whole or in part.

If any judicial proceeding is undertaken to appeal the denial of a claim, challenge the amount of any benefit under the Plan or bring any other action under ERISA other than a breach of fiduciary duty claim, any such judicial proceeding must be filed within the earlier date of the following: (a) 90 days after the final decision on any administrative claim for benefits submitted to the Committee; or (b) within 3 years after the date when the Participant or Beneficiary submits their authorization to commence payment of the Plan benefits at issue in the judicial proceeding.

The evidence presented in such a judicial proceeding will be strictly limited to the evidence timely presented to the Committee (or its designee).

How the Plan Is Funded

All contributions to the Plan are made into a trust fund, under a trust agreement between the Company and the Plan Trustee. The assets of the trust are invested in accordance with the trust agreement and your direction.

Administrative Information

Plan Name	UKG Retirement Savings Plan
Plan Sponsor	UKG Inc. 2000 Ultimate Way Weston, FL 33326
Plan Administrator	UKG, Inc. Plan Administration Committee 2000 Ultimate Way Weston, FL 33326 800-432-1729
Agent for Service of Legal Process	Legal process may be served on the Plan Administrator. Legal process may also be served on the Plan Trustee.
Plan Records	The Plan's records are kept on a calendar-year basis, beginning January 1 and ending December 31, which is also the Plan year.
Plan Trustee	Great-West Trust Company, LLC 8525 East Old Orchard Road Greenwood Village, CO 80111
Plan Numbers	Employer Identification Number (EIN) assigned by the Internal Revenue Service: 65-0694077 Plan Number: 001
Plan Type	Under ERISA, this Plan is considered a 401(k) defined contribution pension plan and is designed to comply with requirements of Section 404(c) of ERISA.

Appendix A: Participating Affiliates in the Plan

The following are Participating Affiliates under the Plan:

Kronos Incorporated

Datamatics Management Services, Inc.

Digital Instincts, LLC

Empower Software Solutions, Inc.

EverythingBenefits, Inc.

Financial Management Solutions, Inc.

Kronos International Management, LLC

Kronos, SaaShr, Inc.

Kronos Technology Systems Limited Partnership

TimeLink International Corporation