



Plan Procedures

Qualified Domestic Relations Order Determination

Deloitte 401(k) Plan and the Deloitte Profit Sharing Plan

Role of The Vanguard Group – Section 414(p) of the Internal Revenue Code and Section 206(d) of Employee Retirement Income Security Act of 1974, as amended, provides that a Qualified Domestic Relations Order (“QDRO”) may create or recognize an Alternate Payee’s right to all or a portion of the benefits payable with respect to a Participant under a qualified plan. Deloitte has retained The Vanguard Group (“Vanguard”) as the third-party administrator for the QDRO determination process regarding the Deloitte 401(k) Plan and the Deloitte Profit Sharing Plan (collectively the “Plans”). All determinations shall be made in accordance with the Plan Procedures for QDRO Determination (“QDRO Procedures”) and such other administrative procedures, as the Plan Administrator shall establish.

All DROs and correspondence concerning the qualification process should be directed to The Vanguard Group at the following address:

USPS

The Vanguard Group
Attn: QDRO Determination Services
PO Box 982902
El Paso, TX 79998-2902

Overnight

The Vanguard Group
Attn: QDRO Determination Services
5951 Lockett Court, Suite A2
El Paso, TX 79932

Subpoenas, joinders, or other injunctions: Vanguard does not accept service of process made in person, by email, or by fax. Legal process requests must be issued to the appropriate Vanguard entity, such as "The Vanguard Group, Inc.". Vanguard prefers that service be made upon the designated registered agent for service of process, which may be confirmed through your secretary of state’s office.

If your jurisdiction permits service of process via mail, the subpoena, joinder, or other injunction may be mailed to the following address (failure to mail to the below address could result in a delay in response):

The Vanguard Group, Inc.
Attn: Office of the General Counsel - M35
100 Vanguard Boulevard
Malvern, PA 19355

You may also visit: <https://about.vanguard.com/subpoena-policy.html> for more information.

Vanguard QDRO Determination Service (“QDS”) related questions should be directed to 888-809-8104. Fax inquiries may be sent directly to QDS at 484-582-2929. Non-QDRO phone inquiries may be made to 800-523-1188.

This document is intended for informational purposes only and should not be construed as providing legal advice. The information contained in this document is subject to revision based upon changes in the Plan language, Federal Law or at the direction of the Plan Administrator.

Definitions:

Alternate Payee – a spouse, former spouse, child, or other dependent of the Participant who is recognized by a QDRO as having a right to be paid all, or a portion of, a Participant’s plan benefit/account.

Domestic Relations Order (“DRO”) – A Court Order made pursuant to a domestic relations law which purports to establish an Alternate Payee’s interest in either a defined contribution or defined benefit plan. Such Order can be a divorce decree or order of dissolution of marriage approving a property settlement agreement or specifying a division of property, or a separate order purporting to implement the division of benefits contained in a divorce decree.

Proposed Domestic Relations Order (“Proposed DRO”) – A draft or unsigned/uncertified DRO.

Interested Parties – Participant, Alternate Payee, Participant’s Attorney, Alternate Payee’s Attorney.

Participant – Active or terminated employee of Deloitte as defined in the Plans who is recognized by a QDRO as having a right to be paid all, or a portion of, a Participant’s plan benefit/account.

Plan Administrator – Retirement Committee, National Benefits Group – Pension Department, c/o Deloitte LLP, 30 Rockefeller Plaza, New York, NY 10112-0015 (via Overnight/Certified Mail) or Attn: Pension Department, P.O. Box 0919, New York, NY 10019 (via Regular Mail).

Plans – The Deloitte 401(k) Plan and the Deloitte Profit Sharing Plan.

QDRO Administrator – The Vanguard Group, retained by Deloitte to perform specific, non-discretionary functions as described herein involving DROs affecting an employee’s benefits under the Plans.

Step I – Receipt of Pending Domestic Relations Order (“DRO”)

1. **Request for Procedures** - QDS will forward upon receipt of the first initial DRO, a copy of the Plan Procedures for QDRO Determination (“QDRO Procedures”). Copies of the Plan’s Model QDRO will be sent upon request.
2. **Requests for Information** – In line with industry standards, Vanguard will maintain confidentiality concerning participant accounts. As such, QDS will not release information (i.e., balance, investment options) regarding a Participant’s account to parties other than the Participant. Exceptions to this rule include: (1) the receipt of the Participant’s written, notarized consent to release their account information to a specific party; (2) QDS’ receipt of a properly executed subpoena; or (3) Deloitte’s Legal Department has specifically authorized the release of such information.
3. **Receipt of DRO or Other Notification of Adverse Interest** - Upon QDS’ receipt of one of the below-noted written forms of notification, a Vanguard QDRO Administrator will place an administrative hold on the Participant’s account(s).

No hold will be placed until the Vanguard QDS receives acceptable written notification of adverse interest. Verbal notification of adverse interest cannot be honored with a hold. Acceptable forms of notification include:

- Proposed or certified DRO.
- Restraining order, joinder, or other injunction (Note: Holds placed pursuant to receipt of a joinder or restraining order are not to be lifted until the order is rescinded, is modified, has expired, or at the direction of the Plan Administrator).
- Specific instructions from Deloitte’s Legal Department.

- Receipt of divorce decree or property settlement agreement (that specifically references a DRO).

While the hold is in place, the Participant will be prevented from making withdrawals and/or taking distributions or loans from the Plan account(s). Generally, the Participant will be permitted to make fund transfers, contribution changes, investment direction changes and loan repayments while the hold remains in place. QDS will send all Interested Parties notification of receipt of the notice of a pending DRO and of placement of the hold.

Note: In the event that the account is in pay status (i.e., receiving installments, including Required Minimum Distributions (“RMD”)) prior to the receipt of a certified DRO, a hold will be placed on the Participant’s account for a period of time that is allowable by law (18 months from the date the first payment would be due under the DRO). If installment payments are being made, Vanguard will affect the suspension of the Participant’s installment payments.

The account holds will be lifted upon the first of the following to occur:

- A DRO has not been received within 90 calendar days of receipt of a written notice of adverse interest.
- The DRO is deemed qualified and administered according to its terms.
- The DRO is not yet deemed to be qualified and the 18-month period has elapsed beginning with the date (after receipt of the Order) on which the first payment would be required to be made to the Alternate Payee under the Order. In this case, the Vanguard QDRO Administrator will notify the Interested Parties regarding the release of the hold on the Participant’s account approximately one month prior to the actual release.
- QDS receives a Court Order nullifying an executed DRO.
- The Alternate Payee and the Participant have provided signed notarized statements withdrawing the pending DRO.

Note: If the administrative hold is scheduled to be lifted, the Vanguard QDRO Administrator will notify the Interested Parties regarding the release of the hold on the Participant’s account approximately one month prior to the actual release date. After the release or expiration of a hold occurs, the Participant becomes unencumbered and is eligible to take a distribution or a loan in compliance with the terms of the Plans. If the Participant takes a distribution or a loan in accordance with the terms of the Plan, but before a QDRO is accepted/processed, Vanguard will not perform a reclaim process related to the Participant’s distribution/loan. Any award amount would be contingent upon the participant’s available balance post such distribution/loan instead of what was available prior to the distribution/loan and is not the responsibility of the Plan Administrator or Vanguard.

4. **Review of Proposed DRO** - The Vanguard QDS will, upon request, review proposed DROs to determine their adherence to IRS and plan qualification requirements. The results of “pre-approval” reviews will be communicated to the Interested Parties.

Step II – DRO Qualification Process

1. **Upon Receipt of Certified DRO** – Upon QDS’ receipt of a DRO, a Vanguard QDRO Administrator will review it to determine its adherence to ERISA, IRC, and Plan specific qualification requirements. The DRO must be signed by the judge or appropriate court official, in accordance with applicable court requirements, certified by the court clerk and/or stamped with a file number, or electronically filed, before QDS will consider it certified.

2. **Upon Receipt of Proposed DRO** - QDS will, upon receipt, review a proposed DRO to determine its adherence to IRC and qualification requirements under the Plan. QDS will communicate the results of “pre-approval” review to the Interested Parties in writing.
3. **Determination of DRO as QDRO** - The DRO shall be determined to be a QDRO only if it is a certified copy of court judgment, decree or order (including a court-approved property settlement agreement) which relates to the provision of child support, alimony payments or property rights to a spouse, former spouse, child or other dependent of a Participant made pursuant to a state domestic relations law (including a community property law). The DRO must be signed and dated by the presiding judge. The DRO must also address any outstanding loans and vesting issues. Additionally, the DRO will be determined to be a QDRO only if:
 - It clearly specifies the name and last known mailing address (if any) of the Participant and the name and mailing address of each Alternate Payee covered by the Order.
 - It clearly specifies the amount or percentage of the Participant’s benefits to be paid by the Plan to each Alternate Payee or the manner in which such amount or percentage is to be determined.
 - It clearly specifies the number of payments or period to which such Order applies.
 - It clearly specifies the Plan to which such Order applies.
 - It does not require the Plan to provide any form of benefit, or any option not otherwise provided under the Plan.
 - It does not require the Plan to provide benefits above and beyond those to which the Participant is entitled under the terms of the Plan.
 - It does not require the payment of benefits to an Alternate Payee that are required to be paid to another Alternate Payee under another order previously determined to be a QDRO.
 - It does not conflict with other requirements in the law or Plans.
4. **Notification** - The Vanguard QDRO Administrator will notify the Interested Parties within a reasonable amount of time of receipt of the Order and forward the QDRO Procedures and a Model QDRO (if not previously sent). The Vanguard QDRO Administrator will review the DRO for qualification within a reasonable period of time. Vanguard will attempt to make the majority of determinations within 60 days of receipt of the certified DRO. Notifications will be sent to the addresses included in the DRO.

Note: All documentation received by QDS, whether a proposed or certified DRO, is subject to the same 60-day review times stated above.
5. **DRO Qualified** - If the DRO is determined to be qualified, notification will be sent to the Interested Parties. The notification will advise that a separate account will be established for the Alternate Payee and the timeframes associated with this process. It will also provide Vanguard Participant Services contact information for questions during the actual QDRO processing and information concerning the distribution options available under the Plan.
6. **DRO Not Qualified** - If the DRO is determined not to be qualified, appropriate notification will be sent to the Interested Parties commenting on the deficiencies of the DRO. Serious disputes concerning qualification decisions that cannot be resolved by QDS within a reasonable period of time will be forwarded to the Plan Administrator.
7. **Administrative Policies** - The practices listed below are administrative policies of the Plans with which all submitted DROs must comply before being deemed qualified.

- The Plan(s) provides that the reasonable expenses incurred in the determination of a DRO shall be paid equally from the accounts (to which the DRO relates) of the Participant and Alternate Payee seeking the determination. The expense incurred in the determination of a DRO shall be a one-time fee of \$350, per affected Plan.

The Participant's portion of such fee shall be deducted from the Participant's account upon receipt of the first initial DRO received by QDS, whether proposed or certified. The Alternate Payee's portion of the fee will be deducted once the DRO has been determined to qualify and the Alternate Payee's awarded interest transferred into a separate account under their name.

Note: The above-referenced fee assessment method is the default practice where the DRO is silent on the fee assessment method. The parties may submit a DRO that provides for the fee to be deducted solely from the account of the Participant, solely from the Alternate Payee's account, or any other allocation method provided by the parties.

Note: The Participant's account will be billed for any remaining QDRO fee balance if the Alternate Payee is not required to pay their portion of the fee [i.e. - parties decide to rescind the QDRO, or the parties fail to submit a QDRO].

In the event the affected Participant's current available account balance (less any outstanding loan balances) is less than \$1,000.00, the fee charged for determination services shall be 10% of the Participant's account balance.

In the event the DRO received is for child support (and names a child as the Alternate Payee), the fee will be charged solely to the account of the Participant.

- **Valuation Date(s)** - The date the Participant's account is valued for purposes of determining the Alternate Payee's award. QDS may be unable to calculate an award based on a valuation date prior to the date of the Plan's conversion to Vanguard; August 31, 2004. In the event that QDS receives a DRO that contains a valuation date prior to the Plan's conversion date, QDS will notify the Plan Administrator and the Interested Parties. The Plan Administrator will determine if data is available to support the requested valuation date and will notify QDS accordingly within 14 business days. The Interested Parties will be notified as to the availability of the requested valuation date. If the data for the requested valuation date is unavailable the Interested Parties will be contacted by Vanguard and/or the Client concerning available options.

Partner, Principal, and Managing Director Note: In the event (i) the parties are awarding the Alternate Payee with a portion of what accrued between the date of marriage and the date of divorce and (ii) the Participant had balances in both the Deloitte 401(k) Plan ("prior plan") and the Deloitte Profit Sharing Plan ("current plan") and (iii) the prior plan assets were later merged into the current plan on September 11, 2013, the Order will need to clearly address whether the sources to be divided include (a) all current plan sources (i.e., both 401(k) and profit sharing) (b) only 401(k) sources, or (c) only profit sharing sources. The following examples (which can also be found in the Model QDRO) provide suggested language to draft the Order, depending on the intentions of the parties involved:

If the parties wish to split all plan balances, we recommend using the following suggested language:

(a) [The parties wish to assign the Alternate Payee a portion of the Participant's entire plan benefit, which includes both 401(k) and profit sharing plan sources:]

The Alternate Payee's interest in the Plan shall be [_____ %] of the Participant's vested Account Balance attributable to both 401(k) and profit sharing account balances accrued between [specify date, e.g. the date of marriage] and [specify date, e.g. the date of divorce], [SPECIFY ONE: including / excluding] the value of any outstanding 401(k) loan balance as of the

latter date. The Alternate Payee's interest [**SPECIFY ONE: shall / shall not**] be subject to earnings and losses subsequent to the latter date.

If, instead, the parties wish to split only a portion of the plan balances for a specific reason, we recommend using one of the following suggested examples:

(b) [Parties wish to assign the Alternate Payee a portion of the Participant's 401(k) sources, ONLY:]

The Alternate Payee's interest in the Plan shall be [_____ %] of the Participant's vested Account Balance attributable to 401(k) balances accrued between [*specify date, e.g. the date of marriage*] and [*specify date, e.g. the date of divorce*], [**SPECIFY ONE: including / excluding**] the value of any outstanding 401(k) loan balance as of the latter date. The portion of the Participant's vested Account Balance attributable to profit sharing balances is not subject to this Order. The Alternate Payee's interest [**SPECIFY ONE: shall / shall not**] be subject to earnings and losses subsequent to the latter date.

(c) [Parties wish to assign the Alternate Payee a portion of the Participant's profit sharing sources, ONLY:]

The Alternate Payee's interest in the Plan shall be [_____ %] of the Participant's vested Account Balance attributable to profit sharing balances accrued between [*specify date, e.g., the date of marriage*] and [*specify date, e.g., the date of divorce*]. The portion of the Participant's vested Account Balance attributable to 401(k) balances is not subject to this Order. The Alternate Payee's interest [**SPECIFY ONE: shall / shall not**] be subject to earnings and losses subsequent to the latter date.

- **Vesting** - The maximum amount that can be assigned to an Alternate Payee under the Plans is limited to the vested portion of the Participant's account at the time that the Alternate Payee's account(s) is established (the "segregation date"). If a Participant's account balance is not fully vested as of the Valuation Date specified in the Order (i.e., the effective date of the Alternate Payee's interest), then the Order must specify whether the Alternate Payee's interest shall be calculated based on the vested portion on the Valuation Date or the vested portion as of the segregation date. If, however, an Order purports to assign the Alternate Payee a value that is greater than the Participant's vested account balance as of the segregation date, then the Order will be returned to the interested parties as one that is not able to be administered.
- **Outstanding Loans** - The maximum amount that may be assigned to an Alternate Payee under the Plans is limited to the balance of the Participant's account minus the balance of all outstanding loans as of the date of distribution to the Alternate Payee. A Participant's outstanding loan (and their repayment obligations under the loan) cannot be assigned to an Alternate Payee. All submitted Orders that affect an account balance with an outstanding loan, must specifically state the intent of the parties regarding the treatment of the loan, and must acknowledge the administrative limitation identified above (regarding the maximum amount that can be assigned to an Alternate Payee).
- **Earnings and Losses** - In the absence of specific instructions within the Order to do so, the Plans will calculate investment earnings and losses on the Alternate Payee's assigned benefit.

Note: If an Alternate Payee is awarded earnings and losses on their assigned portion, Vanguard will run a calculation which looks at how the Participant's funds were invested on the valuation date stated in the Order. The calculation then determines the "market performance" on the Alternate Payee's awarded interest by tracking the funds in which the monies are invested, including any fund exchanges, from the valuation date through the date that the Alternate Payee's separate account is established under the Plan. As such, the Alternate Payee will then receive the appropriate market gains or losses on their awarded amount.

Note: Any contributions that are made to the Plan after the specified valuation date are not included in the earnings and loss calculation. The calculation only looks at the portion of the account balance that has been awarded to the Alternate Payee.

- **Loans** - If the Alternate Payee is being assigned a percentage of the Participant's account balance as of a particular Valuation Date, the DRO must specify whether the value of any outstanding loan(s) on such Valuation Date, will be included or excluded for purposes of calculating the Alternate Payee's benefit.

Note: Included: means that the Participant's account balance on the Valuation Date is not reduced by the value of any outstanding loan(s) prior to calculating the split amount

Excluded: means that the Participant's account balance on the Valuation Date is reduced by the value of any outstanding loan(s) prior to calculating the split amount

- **Child or Non-Spouse as Alternate Payee in DRO** – In the event the DRO names either a child or other dependent of the Participant, who is neither a spouse or former spouse as the Alternate Payee, the federal tax liability of 10% shifts to the plan Participant. As a result, the DRO must indicate if the Alternate Payee's assigned interest is the net or gross result taking into consideration the Federal income tax withholding requirements. For example, an assignment of \$50,000 gross of Federal income tax withholding, would provide the Alternate Payee \$45,000 (\$50,000 less 10% of Federal income tax = \$45,000). An assignment of \$50,000 net of Federal income tax withholding, would require a distribution of \$55,555.56, providing a distribution to the Alternate Payee of \$50,000 after application of the 10% Federal income tax withholding. In situations where the DRO provides that the Alternate Payee's interest is equal to 100% of the Participant's account, the assignment must be net of any required Federal income tax withholding.

Note: The Participant can elect to not have the 10% federal tax withholding apply to the distribution. The Participant can make this election by completing and submitting to QDS the IRS Form W-4R.

- The Plans require that all final DROs include the social security number and birth date of both the Participant and Alternate Payee. This information may be provided to the QDRO Administrator under separate cover to comply with any state laws which prohibit the use of such information in Orders.
- The Alternate Payee must keep the Plan Administrator informed of any address changes.
- In the event of an ambiguity within the DRO that would otherwise constitute a QDRO, the QDRO Administrator on behalf of the Plan Administrator may accept a written notarized letter of clarification, signed by the Participant and Alternate Payee resolving the ambiguity.
- If the DRO is not an original certified Order, but instead is a certified copy of the original Order, a file-stamped copy of the original Order, an electronically filed copy of the Order, or an Order which has been properly executed and evidenced by a court clerk with the appropriate court stamps, it will suffice for purposes of qualification. **Note:** Photocopies and facsimile copies are not permissible.
- Upon QDS' receipt of an Order subsequent to a QDRO case being closed (except where the Order seeks to nullify or vacate a previously submitted Order), a \$350 QDRO fee will be assessed.
- The Deloitte Plans have a 30-day appeal period that applies to all "final" determinations made by the Vanguard QDRO Administrator. As such, a distribution to the alternate payee under the Plan can occur only after the 30-day appeal period expires (i.e., 30 days from the date of the "final" determination letter), or after the parties have each signed a Waiver of Right to Appeal form (to be included with Final Determination letter). In the event that Vanguard receives an appeal, QDS will

promptly forward the appeal to Deloitte for proper handling. QDS will assist Deloitte in its response by providing its Plan Administrator with all account-specific information available to Vanguard (including the current QDRO status), if any.

Note: Upon receipt of a DRO, Vanguard has a responsibility to administer it according to its terms if it is determined to meet the qualifications of a QDRO under the law. As such, all appeal requests will be forwarded to the Plan Administrator for consideration. The Interested Parties will be notified of the Plan Administrator's decision within 30 business days.

8. **Death of Participant** - If the death of a Participant occurs prior to or during the QDRO Determination process, the QDRO Determination will continue. If the DRO is determined to be qualified, the Plan will allocate the benefits in accordance with the QDRO.
9. **Death of Alternate Payee** - If the death of an Alternate Payee occurs after qualification, but prior to the receipt of a distribution under the Plan, the benefits will be distributed in accordance with the Alternate Payee's beneficiary form or, in the absence of a surviving beneficiary, to the Alternate Payee's estate.

Step III – QDRO Processing (Account Segregation/Distributions from Plan)

1. **Alternate Payee Distribution Options** - QDS' final determination letter will inform the Alternate Payee to contact Vanguard Participant Services to obtain the distribution options available under the Plan(s). If permissible under the Plan(s), the Alternate Payee shall be entitled to elect to receive an immediate distribution or effect a rollover after the Alternate Payee's account has been established. While the Alternate Payee's award is held in the Plan, Alternate Payee direction of the accounts will be permitted pursuant to the terms of the Plan; however, no withdrawals for financial hardships or loans will be allowed. If no election for a distribution is made after the final determination letter, the amount shall be held in the Plan, unless a distribution is required under the terms of the Plan (e.g. - amount is \$1,000 or less or the Participant attains the required RMD age).
2. **Account Division** – QDS will forward a copy of the qualification letter to the Vanguard Recordkeeping Services Team. If the QDRO has not stated otherwise, the division will be on a pro-rata basis among the investments within the Participant's account. In addition, if the QDRO has not stated otherwise, the benefit payable to the Alternate Payee will be invested in *the age-appropriate Vanguard Target Retirement Trust Fund based on the Alternate Payee's age in accordance with the Plan's default provisions:*
 - If your year of birth is in/after 2003 your award will be invested in the Vanguard Target Retirement 2070 Trust
 - If your year of birth is between 2002-1998 your award will be invested in the Vanguard Target Retirement 2065 Trust
 - If your year of birth is between 1997-1993 your award will be invested in the Vanguard Target Retirement 2060 Trust
 - If your year of birth is between 1992-1988 your award will be invested in the Vanguard Target Retirement 2055 Trust
 - If your year of birth is between 1987-1983 your award will be invested in the Vanguard Target Retirement 2050 Trust
 - If your year of birth is between 1982-1978 your award will be invested in the Vanguard Target Retirement 2045 Trust
 - If your year of birth is between 1977-1973 your award will be invested in the Vanguard Target Retirement 2040 Trust
 - If your year of birth is between 1972-1968 your award will be invested in the Vanguard Target Retirement 2035 Trust
 - If your year of birth is between 1967-1963 your award will be invested in the Vanguard Target Retirement 2030 Trust

- If your year of birth is between 1962-1958 your award will be invested in the Vanguard Target Retirement 2025 Trust
- If your year of birth is between 1957-1953 your award will be invested in the Vanguard Target Retirement 2020 Trust
- If your year of birth is 1952 or prior your award will be invested in the Vanguard Target Retirement Income Trust

The Vanguard Recordkeeping Services Team will remove the hold(s) from the Participant's account immediately after the establishment of the Alternate Payee's account(s).

Note: The QDS' final determination letter will serve as final notice to the Interested Parties that holds will be removed from the Participant's account(s) upon the establishment of the Alternate Payee's account(s).