

NVIDIA CORPORATION

SHORT TERM DISABILITY BENEFIT PLAN

Effective Date of Plan: January 1, 2015

Unless otherwise stated, the provisions of this restatement of the Plan apply to periods of Disability beginning on or after January 1, 2026.

This Plan is Part of the NVIDIA Corporation
Welfare Plan.

Plan No. 502

NVIDIA CORPORATION

SHORT TERM DISABILITY BENEFIT PLAN

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Unless otherwise stated, the provisions of this restatement of the Plan apply to periods of Disability beginning on or after January 1, 2026.

I. DEFINITIONS

A. *Active Employment* "Active Employment" means performance by the Employee of the regular duties of his or her work on any day that is one of the Company's scheduled work days. A period of Active Employment will also include (i) day(s) of vacation that have been scheduled by an Employee and (ii) days that are not the Company's scheduled work days provided the Employee is in Active Employment on the preceding scheduled work day.

B. *Claims Administrator* "Claims Administrator" means the entity appointed by the Company for the purposes of processing and adjudicating claims and denials in accordance with the terms of the Plan and the Department of Labor claims procedure regulations.

C. *Company* "Company" means NVIDIA Corporation and any successor thereto. In addition, for the purpose of determining eligibility to participate in the Plan, "Company" also means any subsidiary of NVIDIA Corporation that the officers of NVIDIA Corporation, in their sole discretion, authorize to participate in the Plan.

D. *Disability* "Disability" means any physical or mental condition arising from an illness, pregnancy or injury which renders a Participant incapable of performing his or her regular and customary occupation or any reasonably related occupation. A Participant will also be considered to have sustained a Disability if:

1. he or she is ordered not to work by written order from a State or local health officer because he or she is infected with, or suspected of being infected with, a communicable disease; or

2. he or she has been referred or recommended by competent medical authority to participate as a resident in either an alcohol abuse treatment program or a drug abuse treatment program, or to participate in an approved outpatient program for the treatment of alcohol or drug abuse which requires attendance for a minimum of five (5) days per week for a minimum of eight (8) hours per day; however, such Disability will be considered to continue only during the first ninety (90) days while the Participant is receiving treatment for alcohol or drug abuse in a residential facility or outpatient program.

A Participant will not be considered disabled if (i) he or she is performing work of any kind for remuneration or profit unless with the prior approval of the Plan Administrator, or (ii) he or she declines alternative employment by the Company which is within the Participant's capabilities and, as determined solely by the Company, has status and compensation comparable to the Participant's previous occupation.

E. *Earnings* "Earnings" means gross base pay or, for those with variable compensation, annualized total target compensation, in effect on (i) the date immediately prior to the beginning of the Disability, or (ii) with respect to employees whose pay is temporarily reduced for economic reasons, the date before such temporary pay reduction went into effect. "Earnings" does not include bonuses, overtime pay, differentials or other forms of additional compensation.

"Earnings," with respect to a Participant who sustains a Disability while on an approved leave under the federal Family and Medical Leave Act (FMLA) and/or state law with provisions similar to FMLA or on an approved unpaid leave in accordance with the Company's leave policies, means gross base pay or, for those with variable compensation, annualized total target compensation, in effect on the date immediately prior to the beginning of the leave. Bonuses, commissions, differentials, overtime and other forms of additional compensation are excluded.

An increase in Earnings during a period of Disability will not increase the benefit amount.

F. *Effective Date* "Effective Date" of the Plan means January 1, 2015. "Effective Date" of this restatement of the Plan is January 1, 2026.

G. *Employee* "Employee" means a person who is (i) a regular employee of NVIDIA Corporation, (ii) scheduled to work twenty (20) or more hours per week, and (iii) assigned to or attached to a geographic location within the United States of America or its territories but outside the state of California. Excluded from the definition of "Employee" is any individual who:

1. is performing services for the Company through an employment or leasing agency or is paid by a third party, or

2. is performing services for the Company as an independent contractor or consultant.

H. *ERISA* "ERISA" means the Employee Retirement Income Security Act of 1974, as amended, or as it may be amended from time to time, and rules and regulations promulgated thereunder.

I. *Objective Medical Evidence* "Objective Medical Evidence" means information supporting the presence of a Disability or a functional limitation, which may include: (i) for physical conditions, a measurable abnormality evidenced by standard diagnostic procedures such as laboratory tests, physical examination findings, or imaging; or (ii) for mental or behavioral health conditions, clinical interview findings and mental status examination results, a diagnosis meeting the criteria of the most current edition of the Diagnostic and Statistical Manual (DSM) of Mental Disorders, treatment records from a licensed mental health professional, and, where applicable, standardized psychological or cognitive testing results. Objective Medical Evidence does not require laboratory or imaging findings for conditions where such testing is not clinically indicated or available.

J. *Participant* "Participant" means an Employee who satisfies the requirements for participation in the Plan as hereinafter specified.

K. *Physician* "Physician" means a physician or surgeon holding an MD or DO degree, Psychologist, optometrist, dentist, podiatrist, or chiropractic practitioner, who is duly

licensed or certified in the state or foreign country in which he or she practices and is acting within the scope of his or her practice. "Psychologist" means a licensed psychologist with a doctoral degree in psychology and who either (i) has at least two (2) years clinical experience in a recognized health setting, or (ii) has met the standards of the National Register of the Health Service Providers in Psychology.

L. *Plan* "Plan" means the NVIDIA Corporation Short Term Disability Benefit Plan, as herein set forth and as it may be amended from time to time.

M. *Plan Administrator* "Plan Administrator" means the Company. The Plan Administrator will also serve as the "named fiduciary" as required by ERISA. The Plan Administrator will serve without compensation.

N. *Plan Year* "Plan Year" means the twelve (12) month period ending December 31.

O. *Practitioner* "Practitioner" means a Nurse Practitioner or physician assistant (provided the physician assistant has performed a physical examination and collaborated with a Physician or surgeon) duly licensed or certified by the state or foreign country in which he or she practices and acting within the scope of his or her license or certification. With regard to Disability resulting from pregnancy, childbirth, or postpartum conditions, Practitioner will also include a midwife, Nurse Practitioner, or nurse midwife acting within the scope of their license. "Nurse Practitioner" means a licensed nurse practitioner who has completed a transition to practice in their licensed state of a minimum of three (3) full-time equivalent years of practice or 4,600 hours.

II. PARTICIPATION

A. *Eligibility for Participation* A person who is an Employee on the Effective Date of the Plan is eligible to participate on such Effective Date. A person who becomes an Employee after the Effective Date of the Plan is eligible to participate on the date on which he or she becomes an Employee.

B. *Effective Date of Participation* An Employee becomes a Participant on the date he or she becomes eligible, provided, however, that if an Employee is not in Active Employment on the date that his or her participation would otherwise become effective, his or her participation will be deferred until the date on which he or she returns to Active Employment.

C. *Cessation of Participation* A Participant will automatically cease to participate on the earliest of the following:

1. the date on which the Participant ceases to be an Employee;

2. the date on which the Participant commences a leave of absence (LOA) without pay (including temporary layoff and furlough). (This provision does not apply if the Participant is on an approved leave under the Family and Medical Leave Act (FMLA), similar state or local law, or if provided otherwise in the Company's LOA policy.);

3. the date on which the Participant is placed on layoff status (except this provision shall not apply in the case of a temporary shut-down initiated by the Company); or

4. the date on which this Plan terminates.

III. ELIGIBILITY FOR BENEFITS

A. *Elimination Period* A Participant who sustains a Disability will, subject to the provisions of the Plan, become eligible to receive benefits on the eighth (8^{th}) consecutive day of Disability, provided the Participant (i) has been examined by a Physician or Practitioner during some portion of that eight-day period, and (ii) has been continuously disabled and not performing work of any kind during the first seven (7) consecutive days.

Successive periods of Disability separated by sixty (60) or fewer calendar days of continuous Active Employment at the Participant's normal work schedule will be considered one period of Disability, unless the subsequent Disability is due to an illness or injury found by the Claims Administrator to be entirely unrelated to the cause of the previous Disability and commences after return to Active Employment with the Company for at least one (1) day.

B. *Disability Determination* The Claims Administrator will determine whether a Disability exists with respect to a Participant on the basis of information which the Claims Administrator, in its sole discretion, deems relevant to such determination, including, but not limited to (i) Objective Medical Evidence, and (ii) a certificate from the Participant's Physician or Practitioner.

Certificates from the Participant's Physician or Practitioner must contain (i) a diagnosis and diagnostic code prescribed in the International Classification of Diseases, or, where no diagnosis has yet been obtained, a detailed statement of symptoms, (ii) a statement of the medical facts within the Physician's or Practitioner's knowledge, based on a physical examination and a documented medical history of the Participant by the Physician or Practitioner, (iii) the Physician's or Practitioner's conclusion as to the Participant's disability, and (iv) a statement of the Physician or Practitioner's opinion as to the expected duration of the disability.

C. *Exclusions* No Participant will be entitled to a benefit under this Plan if:

1. his or her Disability arises out of, relates to, is caused by or results from an intentionally self-inflicted illness or injury unless the Participant's underlying injury or illness is otherwise covered by the Plan and results from a documented medical condition (such as depression or mental illness);

2. his or her Disability arises out of, relates to, is caused by or results from an illness or injury to which a contributing cause was the Participant's commission or attempted commission of a felony, or the Participant's engagement in an illegal occupation;

3. his or her Disability arises out of, relates to, is caused by or results from an illness or injury due to war or any act of war, declared or undeclared, insurrection, rebellion, participation in a riot, or service in the armed forces of any country or international authority;

4. the Participant is not under the regular and continuous care and treatment of a Physician or Practitioner, unless the Claims Administrator determines that such regular and continuous care and treatment are not medically indicated given the nature of the Disability;

5. the Participant is incarcerated in any federal, state or municipal penal institution, jail, medical facility, hospital (public or private) or in any other place because of a criminal conviction under a federal, state or municipal law or ordinance;

6. the period of Disability begins when the Employee is not a Participant in the Plan;

7. the Participant is receiving unemployment compensation under any federal or state program;

8. the Participant is receiving Company-paid sick leave, PTO used as sick leave or salary continuation during his or her period of Disability, except that a benefit will be payable which, when added to such Company-paid sick leave or salary continuation, does not exceed the Participant's weekly Earnings;

9. the Participant is receiving pay under the Worker Adjustment and Retraining Notification (WARN) Act or in-lieu-of notice pay; or

10. his or her Disability is caused by or results from gainful self-employment or employment elsewhere.

IV. DISABILITY BENEFITS

A. *Amount of Benefit* Subject to reduction as hereinafter provided, the amount of weekly benefit for which a Participant is covered under the Plan will be equal to 70% of weekly Earnings to a maximum of $3,000.

For each day of any period of Disability for which benefits are payable and which is less than a full week, the amount of benefit payable will be 1/5th of the amount of the weekly benefit.

B. *Benefits During Partial Disability* A Participant who has returned to work for the Company or any other employer (including self-employment) on a part-time basis, and who is working fewer hours than he or she is regularly scheduled to work, may, with the approval of the Plan Administrator, receive benefits under the Plan equal to 70% of weekly Earnings subject to a maximum weekly benefit of $3,000 less 80% of the amount of weekly income derived from part-time employment. Benefits paid under this provision are subject to reduction as herein provided.

C. *Reductions to the Amount of Benefit* The Disability benefit will be reduced by any of the following which are available to the Participant, for the same period for which the Disability benefit is payable hereunder:

1. temporary and permanent disability payments (whether total or partial), vocational rehabilitation payments, and any other amounts awarded to or allocated for the Participant under any workers' compensation law, occupational disease law, or any other legislation or law of similar purpose;

2. benefits under a state disability plan, paid family and medical leave law, or a Company plan established in lieu thereof; and

3. benefits under any other plan, fund, arrangement, by whatever name known, providing disability benefits pursuant to a compulsory act or law of any government.

If a Participant is or might be entitled to any of the above-itemized benefits, the full Plan benefit will be paid upon receipt by the Claims Administrator of (i) evidence that the Participant has applied for such benefits and (ii) an executed agreement to reimburse the Plan, up to the amount of payments made, immediately upon receipt of such benefits.

If a Participant fails to apply for any of the above-itemized benefits to which he or she might be entitled, the Plan benefit will be reduced by the amount of the benefit which the Participant would have received had application been made. Determination of the amount of such benefit will be made by the Claims Administrator.

D. *Commencement and Duration of Benefits* Benefits will be payable as of the first day that a Participant becomes eligible to receive benefits and applies therefor. Thereafter, benefits will be payable until the earliest of the following:

1. the date following a period of one hundred eighty (180) days of Disability;

2. the date of the Participant's death; or

3. the date the Disability ceases to exist.

With respect to a Disability that commenced while the Participant was covered under this Plan, benefits will not terminate solely because the Participant ceased to be employed by the Company.

E. *Discontinuance and Resumption of Benefits* Benefits will be discontinued on the date, as determined by the Claims Administrator, that any of the following has occurred:

1. the Participant has refused to undergo a medical examination; failure by the Participant to undergo a scheduled medical examination following a written request by the Claims Administrator to do so will be considered a refusal;

2. the Participant has refused to provide information requested in writing by the Claims Administrator for the purpose of determining whether the Participant is entitled to benefits under the Plan; failure to furnish such information within thirty (30) days after such information has been requested will be considered a refusal;

3. the Participant has refused to follow or has rejected the treatment plan recommended by his or her Physician or Practitioner, unless the Participant disputes such treatment plan in good faith and on the advice of another Physician or Practitioner; or

4. the Participant is no longer under the regular and continuous care and treatment of a Physician or Practitioner, unless such regular and continuous care and treatment are not medically indicated, given the nature of the Disability.

Benefits that have been discontinued in accordance with the above may resume if the reason for discontinuance ceases to apply. In no event, however, will benefits be paid for the period during which the Participant was not in compliance with the Plan unless the Claims Administrator determines that the Participant's failure to comply was due to reasonable cause.

The Participant will not be required to reimburse the Plan for benefits which may have already been paid between the date on which the reason for discontinuance occurred and the date of the Claims Administrator's determination.

F. *Suspension and Reinstatement of Benefits* Benefits will be suspended as of the date of any medical examination conducted pursuant to Section V.G. If the Claims Administrator, on the basis of the results of such examination, determines that eligibility for benefits continues, benefits will be reinstated as of the date of the medical examination.

V. PAYMENT OF BENEFITS

A. *Application for Benefits* To be entitled to any benefits under the Plan, a Participant must comply with such procedures and requirements as the Claims Administrator may have prescribed with respect to the completion and filing of an application for such benefits and submission of evidence that the Participant is entitled to such benefits. The Claims Administrator may require information with respect to the Participant's age, address, marital status, dependents, employment record, medical history and evidence that the Participant has applied for any benefits which would serve to reduce benefits under this Plan.

The Claims Administrator may require any other information reasonably relevant to a determination of whether the Participant is eligible to receive benefits and may also require written authorization to obtain:

1. information from the Participant's Physician(s) or Practitioner(s) with respect to his or her physical condition, diagnosis, prognosis, date of expected return to work and related matters;

2. relevant medical records on file in any hospital, Physician's or Practitioner's or government office; and

3. such other records from any company having information reasonably relevant to a determination.

B. *Time Limit for Application for Benefits* An application for benefits must be filed no later than forty-five (45) days after the date benefits may become payable under the Plan unless it is not reasonably possible for the Participant or his or her representative to do so. In no event will an application be accepted by the Claims Administrator if such application is filed more than six (6) months after the date benefits may become payable.

C. *Claim Processing* Upon receipt of the Participant's application, the Claims Administrator will make a determination as to the eligibility of the Participant for benefits not later than forty-five (45) days after receipt of the claim. If, due to circumstances beyond the Claims Administrator's control, a decision cannot be made within that period, the Claims Administrator may extend that period up to sixty (60) additional days (in thirty (30) day increments) provided the Claims Administrator notifies the Participant, in writing

1. of the delay prior to the expiration of the deadline(s) (e.g., prior to the expiration of the first forty-five (45) days, or the first thirty (30) day extension period);

2. of the date by which it intends to make a decision;

3. of the circumstances that caused the delay;

4. of the standards on which entitlement is based;

5. of the unresolved issues and the additional information needed to resolve those issues; and

6. that the Participant is entitled to at least forty-five (45) days within which to provide additional information to resolve the issues.

If the time for making a decision is extended due to a Participant's failure to submit information necessary to decide the claim, the time for making a decision will be tolled from the date notification of an extension is sent to the Participant until the Participant provides the required information.

D. *Notification of Benefit Determination* If the Claims Administrator determines that a Participant is not eligible for benefits, the Participant will be notified, in writing, of the adverse benefit determination (denial). The notification will be written in a culturally and linguistically appropriate manner designed to be understood by the Participant, and it will set forth the following:

1. the specific reason or reasons for the denial;

2. reference to the specific Plan provisions on which the denial is based;

3. a description of any additional material or information necessary for the Participant to perfect the claim and an explanation as to why such material or information is necessary;

4. a description of the Plan's claim review procedures and the time limits applicable to such procedures, including a statement of the Participant's right to bring a civil action following an adverse benefit determination on review;

5. the specific internal rules, guidelines, protocols, standards, or other similar criteria of the Plan relied upon in making the decision or, alternatively, a statement that such rules, guidelines, protocols, standards, or other similar criteria of the Plan do not exist;

6. if the decision is based on a medical necessity or experimental treatment or similar exclusion or limit, an explanation of the scientific or clinical judgment used in making the determination, applying the terms of the Plan to the Participant's medical circumstances, or a statement that such an explanation is available, on request, free of charge;

7. a discussion of the decision, including (if applicable) an explanation of the basis for disagreeing with or not following:

    a. the views presented by the Participant or health care professionals treating the Participant and vocational professionals who evaluated the Participant;

    b. the views of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with an adverse decision, without regard to whether the advice was relied upon in making the benefit decision; or

    c. a disability determination by the Social Security Administration regarding the Participant and presented to the Plan by the Participant, and

8. a statement that the Participant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the Participant's claim for benefits.

E. *Claim Review Procedure* The claims procedures set forth in this section will provide all Participants with a full and fair opportunity for review of any claim that is denied. Each Participant will have the right to appoint a representative to pursue any claim or appeal on the Participant's behalf. Such request must:

1. be in writing;

2. be filed with the Claims Administrator within one hundred eighty (180) days after receipt of the written decision;

3. set forth all of the grounds upon which the request for review is based and any facts, documents, records or any other information in support thereof; and

4. set forth any issues or comments which the Participant deems relevant to his or her claim.

Any Participant or representative of the Participant whose claim has been denied will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claim.

Upon receipt of the request for review of the decision, the Claims Administrator will consider the request and provide the Participant with a written decision, written in a culturally and linguistically appropriate manner, within forty-five (45) days after receipt of the request for review. This review: (i) will not afford deference to the initial adverse benefits determination, (ii) will include a review of the entire file, including any new materials and arguments submitted since the initial adverse benefits determination, (iii) will provide the claimant, free of charge, with any new or additional evidence considered, relied upon, or generated by the plan or other person making the benefit determination in connection with the claim as soon as possible and sufficiently in advance of end of the aforementioned forty-five (45) day period, (iv) will be rendered by an appropriately named individual or individuals who neither made the adverse benefits determination that is subject of the appeal, nor is a subordinate of that individual, and (v) will be rendered with the consultation of a health care professional (who has appropriate training and experience in the field of medicine involved with the particulars of the claim under review) who was not the health care professional consulted during the adverse benefit determination that is the subject of the appeal, nor the subordinate of that health care professional, if the initial adverse benefit determination was made in consultation with a health care professional or was based in whole or in part on a medical judgment.

If, for reasons beyond the Claims Administrator's control, additional time is required in which to review the Participant's request, the Participant will be notified, in writing, on or before the date the forty-five (45) day period expires. The notice of extension will include the reason for the delay and the date that the Claims Administrator expects to render a decision; however, in no event, will the written decision be issued more than ninety (90) days after the request for review is received.

If, after rendering an adverse determination, the Claims Administrator receives new or additional evidence that is considered, relied upon, or generated in connection with the claim, the Participant will be provided, free of charge, with the new or additional evidence as soon as possible and sufficiently in advance of the date on which the notification of benefit determination on review is due, and the Participant will be afforded an opportunity to respond.

F. *Notification of Benefit Determination on Review* If, on review, the Claims Administrator determines that a Participant is not eligible for benefits the Participant will be notified, in writing, of the adverse benefit determination (denial). The notification will be written in a culturally and linguistically appropriate manner designed to be understood by the Participant and will set forth the following:

1. the specific reason or reasons for the denial;

2. reference to the specific Plan provisions on which the denial is based;

3. a statement that the Participant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claim;

4. a statement of the Participant's right to bring a civil action no later than six (6) months after the date on which notification of the final determination is made, including the calendar date on which the six (6) month period will expire;

5. the rule, guideline, protocol or similar criterion on which the denial was based and a statement that a copy of such is available, on request, free of charge, or, if the denial was not based on a rule, guideline, protocol or similar criterion, a statement that these were not used;

6. if the adverse benefit determination is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment that the Claims Administrator used in making the determination, applying the terms of the Plan to the Participant's medical circumstances, or a statement that such an explanation is available, on request, free of charge;

7. if applicable, the identity of any medical or vocational expert(s) whose advice was obtained on behalf of the Claims Administrator in connection with the adverse benefit determination, whether or not the advice was relied upon in making the determination;

8. a discussion of the decision, including an explanation of the basis for disagreeing with or not following:

    a. the views presented by the Participant to the Claims Administrator of the Physician(s) or Practitioner(s) treating the Participant and vocational professionals who evaluated the Participant;

    b. the views of medical or vocational experts whose advice was obtained on behalf of the Claims Administrator in connection with the adverse benefit determination, without regard to whether the advice was relied upon in making the benefit determination; and

c. a disability determination regarding the Participant presented by him or her to the Plan made by the Social Security Administration.

If an adverse benefit determination on review is based on a new or additional rationale, the Claims Administrator will provide the Participant, free of charge, with the rationale. To allow the Participant a reasonable opportunity to respond, the rationale will be provided as soon as possible and sufficiently in advance of the date on which the notice of adverse benefit determination on review is required.

G. *Medical Examinations* The Claims Administrator may require that a Participant applying for benefits submit to an examination by a Physician or Practitioner designated by the Claims or Plan Administrator, for his or her medical opinion as to whether the Participant is disabled so as to meet the eligibility requirements under the Plan for benefits. Re-examinations of a Participant receiving benefits may be directed by the Claims Administrator from time to time for the purpose of assisting the Claims Administrator in determining whether continued eligibility for such benefits exists. The fees of such Physician or Practitioner and the expenses of such examination will be paid by the Plan.

H. *Non-Alienation of Benefits* To the extent permitted by law, no benefit payable at any time under the Plan will be assignable or transferable, or subject to any lien, in whole or in part, either directly or by operation of law or otherwise, including, but not limited to, execution, levy, garnishment, attachment, pledge, bankruptcy, or in any other manner. No benefit payable under the Plan will be liable for, or be subject to, any obligation or liability of any Participant.

I. *Payment to Representative* In the event that a guardian, conservator, committee or other legal representative has been duly appointed for a Participant entitled to any payment under the Plan, any such payment due may be made to the legal representative making claim therefor. Any such payment so made will be in complete discharge of the liabilities of the Plan therefor, and the obligations of the Plan Administrator and the Company.

J. *Payment in the Event of Death* In the event of the death of the Participant, any payments due under this Plan as a result of the Participant's Disability will be made to his or her beneficiary as noted in the Participant's group life insurance policy or, if no such policy exists, to the Participant's spouse. If payments cannot be made under either of the above methods, payment will be made to the Participant's estate.

VI. PLAN FINANCING

A. *Participant Contributions* Participants will not be required to make contributions to the Plan.

B. *Company Contributions* Disability benefit payments and such other costs as are determined necessary to properly maintain and operate the Plan will be paid out of the Company's general assets.

VII. ADMINISTRATION AND RESPONSIBILITY

A. *Duties of the Plan Administrator* The Plan Administrator will have exclusive authority and responsibility for all matters in connection with the operation and administration of the Plan. Specifically, the Plan Administrator will:

1. be responsible for the compilation and maintenance of all records necessary in connection with the Plan;

2. determine eligibility for benefits under the Plan, and compute and authorize the payment of such benefits as they become payable;

3. decide questions relating to the eligibility of Employees to become Participants;

4. engage such legal, actuarial, accounting and other professional and clerical services as may be necessary or proper; and

5. interpret this instrument and make and publish such uniform and non-discriminatory rules for administration of the Plan as are not inconsistent with the provisions of this instrument.

B. *Delegation of Duties* The Plan Administrator may, from time to time, delegate any of the rights, powers, and duties of the Plan Administrator (including the appointment of other fiduciaries to discharge fiduciary responsibilities) with respect to the operation and administration of the Plan to one or more committees, individuals or entities. Any such delegation will be in writing and will specify the duties and responsibilities delegated. If the Plan Administrator delegates any rights, powers or duties to any person, such person may from time to time further delegate such rights, powers and duties to any other person. If any right, power or duty is delegated to more than one person, such persons may from time to time allocate among themselves any such right, power or duty. Any allocation or delegation of fiduciary responsibilities under the Plan will be terminable upon such notice as the Plan Administrator, in its sole discretion, deems reasonable and prudent.

C. *Decisions and Rules* The decisions of the Plan Administrator made in good faith upon any matter within the scope of its authority will be final, but the Plan Administrator at all times in carrying out its decisions will act in a uniform and nondiscriminatory manner.

D. *Fiduciary Duties* In performing its duties, the Plan Administrator will act solely in the interest of the Participants:

1. for the exclusive purpose of providing benefits to Participants and defraying reasonable expenses of administering the Plan;

2. with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims; and

3. in accordance with the documents and instruments governing the Plan, insofar as such documents and instruments are consistent with the provisions of ERISA.

E. *Liability; Indemnification* The Plan Administrator will not be liable for any act, omission, determination, or construction made by itself or by its designated counsel, agents, or other employees, except for willful misconduct. Nothing herein, however, will be construed as purporting to relieve the Plan Administrator or any other fiduciary under the Plan, or any officer or director of the Company, or any agent thereof, from responsibility or liability for any responsibility, obligation, or duty imposed by ERISA. The Company will indemnify and hold harmless any person to whom any fiduciary duty is delegated from and against any and all liabilities, claims, demands, costs and expenses (including attorneys' fees) arising out of an alleged breach in the performance of its fiduciary duties under the Plan, other than such liabilities, claims, demands, costs and expenses as may result from the gross negligence or willful misconduct of such person. The Company will have the right, but not the obligation, to conduct the defense of such person in any proceeding to which this Section applies.

VIII. MISCELLANEOUS

A. *Permanence of the Plan* The Company intends to continue the Plan indefinitely, but will not be under any obligation or liability whatsoever to continue to maintain the Plan for any given length of time. The Company may, in its sole discretion, terminate the Plan any time without any liability whatsoever for such action. If the Plan is terminated, the termination will not affect the rights of any Participant to claim benefits with respect to a Disability incurred prior to such termination.

B. *Right to Amend* The Company reserves the power and right, at any time or times to amend any or all of the provisions of the Plan to any extent and in any manner it will deem advisable.

C. *Nonguarantee of Employment* The adoption and maintenance of the Plan will not be considered to be a contract between the Company and any Employee. Therefore, no provision of the Plan will give any Employee the right to be retained in the employ of the Company or to interfere with the right of the Company to discharge any Employee at any time, irrespective of the effect such discharge may have upon an Employee as a Participant or prospective Participant under the Plan. In addition, no provision of the Plan will be considered to give the Company the right to require any Employee to remain in its employ, or to interfere with any Employee's right to terminate his or her employment at any time.

D. *Titles* Titles are for reference only. In the event of a conflict between a title and the content of a Section, the content will control.

E. *Governing Law* The Plan will be construed, administered and governed in all respects in accordance with ERISA and other pertinent federal laws and in accordance with the laws of the State of California to the extent not preempted by ERISA. If any provision of this Plan will be held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of the Plan will continue to be fully effective.

F. *Gender and Number* Wherever used in this Plan, the masculine gender will include the feminine gender and the singular will include the plural, unless the context indicates otherwise.

G. *Overpayments* In the event the Participant has been paid benefits by the Plan in excess of those to which he or she is entitled, the Plan has a right to recover the overpayment. The Plan Administrator will make reasonable arrangements with the Participant or his or her legal representative(s) for the repayment to the Plan. The Plan will not recover more money than the amount paid to the Participant.