

PLAN SUMMARY

For

10000 DEGREES

TRANSPORTATION BENEFIT PLAN

Effective as of December 1, 2023

The Plan Sponsor reserves the right to amend this Plan, in its sole discretion, at any time without the consent of any employee, former employee, or participant. The benefits provided under the Plan are not guaranteed benefits for covered persons or for their dependents. The Plan Sponsor reserves the right, in its sole discretion, to terminate the Plan or any Plan feature or component at any time and for any reason without liability.

The terms "you" and "your" as used in this document refer to an individual who is otherwise eligible to participate in the Plan. Receipt of this document does not guarantee that the recipient is in fact eligible to participate in the Plan or any Plan feature or component.

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**10000 DEGREES TRANSPORTATION BENEFIT PLAN
PLAN SUMMARY**

INTRODUCTION

We are pleased to announce that we have established a Qualified Transportation Fringe Benefit Plan (the "Plan") under which you may choose to redirect a portion of your wages to pay for certain Qualified Transit Pass and Qualified Parking expenses with pretax dollars. This means that you will pay less in taxes each year.

Read this Summary Plan Description carefully so that you understand the provisions of the Plan and the benefits you will receive. We want you to be fully informed of the benefits available to you under the Plan both before you enroll and while you are a participant. You should direct any questions you have to the Plan Administrator. There are Plan documents available upon request for your review.

IF THERE IS A CONFLICT BETWEEN THIS SUMMARY PLAN DESCRIPTION AND THE PLAN DOCUMENTS, THE PLAN DOCUMENTS WILL PREVAIL.

I. ELIGIBILITY

1.1 When Will I Become Eligible To Participate In This Plan?

You will become eligible to participate in this Plan when you become eligible to participate in, and you elect/enroll in, any of the Qualified Transportation Fringe Benefit Plan benefits - Qualified Transit Pass and Qualified Parking - offered under the Plan.

If you are a regular full-time employee who is regularly scheduled to work for the Plan Sponsor at least 28 hours per week you will be eligible to participate in the Qualified Transportation Fringe Benefit Plan the first day of the month following your date of hire.

Please note that if you are initially classified as an independent contractor (or any other non-employee designation) by your Employer and are subsequently determined to be a common law employee for any purpose, including without limitation, for wage, labor or tax purposes by either the Internal Revenue Service, Department of Labor or any other Federal or state agency, administrative body or court, you will still be ineligible for participation in the Plan for the period during which you were a non-employee. Unless otherwise noted herein, an employee shall not include any self-employed individual, partner in a partnership, and more-than-2% shareholder in a Subchapter S corporation.

1.2 What Must I Do To Enroll In The Plan?

If you are a new employee, you must complete an enrollment form/salary reduction agreement by the first day of the first pay period for the benefit(s) you elect that are part of this plan (as communicated in your enrollment materials). If you elect to make contributions for Qualified Transit Pass and/or Qualified Parking expenses, such amounts will be contributed on the first day of the Coverage Period beginning on or after the quarter following the date you make your election, except that if the Plan Sponsor offers Qualified Transit Passes during a quarterly coverage period, your participation shall begin on the first day of the pay period beginning on or after you make your election. With limited exceptions, which will be communicated by the Plan Sponsor, for purposes of this Plan, a "Coverage Period" is the period of time, which is one calendar month, which begins the first day of each calendar month and ends the last day of each calendar month.

For existing employees, your election and participation continues each Coverage Period and Plan Year (so long as you remain covered under each applicable benefit as of the last day of the Coverage Period or Plan Year); however, you may make a new election, revoke an election, or change an existing election on a prospective basis at any time by providing written notice (on forms provided by your Employer) prior to the earlier of (i) the first day of the applicable Coverage Period, or (ii) the first day the applicable Qualified Transportation Fringe Benefits are provided, (i.e., the date you receive a voucher, pass, card or other similar item, as applicable, or use the applicable Qualified Transportation Fringe Benefit).

II. OPERATION

2.1 How Does The Plan Operate?

Before the start of each Plan Year (as defined below), you may elect to have a portion of your salary or wages deducted on a pretax basis, and allocate your salary reductions to fund Qualified Transit Pass and/or Qualified Parking expenses.

Your salary or wages will be deducted on a pretax basis, and your salary reductions allocated to pay for the cost of the Qualified Transportation Fringe Benefit you elect under the Plan initially upon enrollment (for new employees) and each year thereafter (for current employees) will continue.

III. CONTRIBUTIONS

3.1 How Is My Compensation Measured Under The Plan?

Compensation under the Plan means the total cash amount that is paid to you each year.

3.2 What Contributions Are Made To The Plan?

Contributions to the Plan consist of contributions made by your election to reduce your salary or wages by a certain amount that represents funds you elect to contribute for Qualified Transit Pass and/or Qualified Parking benefits.

3.3 What Happens To Contributions That Are Made To The Plan?

All contributions to the Plan, including your salary or wage reductions, may be used to pay for benefits under the Plan in any way that you want (as long as such benefits are covered under the Plan).

By your election, contributions that you defer are set aside into your Qualified Transportation Fringe Benefit Account and are only to be reimbursed for eligible expenses.

3.4 When Must I Decide What Coverage I Want?

You may elect benefits under the Plan during your initial election period (for new employees) and, thereafter, you may make a new election, revoke an election, or change an existing election on a prospective basis at any time prior to the earlier of (i) first day of the applicable Coverage Period, or (ii) the first day the applicable Qualified Transportation Fringe Benefits are provided, (i.e., the date you receive a voucher, pass, card or other similar item, as applicable, or use the applicable Qualified Transportation Fringe Benefit).

3.5 When Is The Election Period For The Plan?

If you are a newly eligible Employee, the election period for the Plan will be the thirty (30) day period prior to the date you become eligible to participate in the Plan. See the Plan Administrator if you have any questions about the dates you become eligible to participate in the Plan.

For existing employees, as set forth in Section 3.4, you may make a new election, revoke an election, or change an existing election on a prospective basis at any time prior to the earlier of (i) first day of the applicable Coverage Period, or (ii) the first day the applicable Qualified Transportation Fringe Benefits are provided, (i.e., the date you receive a voucher, pass, card or other similar item, as applicable, or use the applicable Qualified Transportation Fringe Benefit). Once you are enrolled, you will be deemed to have elected to enroll in this plan and your compensation will be reduced to make pretax contributions for expenses incurred for Qualified Transit Pass and/or Qualified Parking benefits for subsequent Coverage Periods or Plan Years as long as you remain eligible. The Plan Administrator will establish an election period for a reasonable period of time prior to the beginning of each Plan Year, and such election period will be communicated to you in advance.

3.6 May I Change My Elections During The Plan Year?

Yes, but not in the middle of a Coverage Period. As set forth in Section 3.4, you may make a new election, revoke an election, or change an existing election on a prospective basis at any time prior to the earlier of (i) first day of the applicable Coverage Period, or (ii) the first day the applicable Qualified Transportation Fringe Benefits are provided, (i.e., the date you receive a voucher, pass, card or other similar item, as applicable, or use the applicable

Qualified Transportation Fringe Benefit).

As set forth in Section 6.1, if you cease to be a Participant, elections made under this Plan automatically terminate on the date on which your participation in Plan ceases. In the event you become a participant again on a date within the same Coverage Period of the date you stopped being a participant, the elections you previously had in effect during the last Coverage Period shall automatically be reinstated for the balance of the Coverage Period. If you become a participant after the Coverage Period in effect the date you stopped being a Participant, you may make new elections pursuant to Sections 3.4 and 3.5.

3.7 May I Make New Elections In Future Plan Years?

Yes, you may. You will be provided an opportunity to change your elections prior to the beginning of each Plan Year, but do not need to renew your elections to participate in this Plan each year. So long as you remain enrolled in any underlying Qualified Transportation Fringe Benefits immediately prior to the Coverage Period or Plan Year, you will be deemed to have elected to enroll in this plan for the following Coverage Period or Plan Year and your compensation will be reduced for the following Coverage Period or Plan Year. However, if you wish to change any elections under this Plan in future years or coverage periods, you must notify the Administrator in advance of your intent not to participate.

IV. BENEFITS

4.1 What Benefits Are Available Under The Plan?

The nontaxable benefits under the Plan include expenses for the following Qualified Transportation Fringe Benefits:

- (i) Qualified Parking Expenses, which are expenses you incur to park on or near the Plan Sponsor's premises, or on or near a location from where you commute to work by transit using a Qualified Transit Pass, in a Commuter Highway Vehicle, or by carpool (if you carpool on a regular basis), such as a paid parking lot at a commuter train station. This would not include any expenses you incur to park at or near your home or other parking expenses reimbursed by the Plan Sponsor for business travel or related activities, such as parking for which your employer reimburses you when you visit a client or park at the airport for work travel.
- (ii) Qualified Transit Pass Expenses, which include expenses for passes, tokens, farecards, smartcards vouchers, or similar item that entitles to you to be transported (or transported at a reduced price) (i) via mass transit (whether or not publicly owned), or (ii) provided by any person in the business of transporting persons for compensation or hire if such transportation is provided in a Commuter Highway Vehicle or other highway vehicle that seats at least 6 adults, excluding the driver. Examples of mass transit include ferries, subways, commuter trains, certain vanpools, and buses.

The Plan Sponsor may terminate or modify Plan benefits at any time. We will not be liable to you if a vendor fails to provide the benefits described above, even if the failure to provide benefits is due to our gross negligence (for example, if we fail to enroll you).

V. QUALIFIED TRANSPORTATION FRINGE BENEFITS

5.1 What Is A Qualified Transportation Fringe Benefit?

Qualified Transportation Fringe Benefits under this Plan are intended to pay for Qualified Transit Pass and/or Qualified Parking Expenses you incur in connection with your employment with the Plan Sponsor, and these benefits are excluded from your income pursuant to Section 132(f) of the Internal Revenue Code.

The Qualified Transportation Fringe Benefit Plan is a tax savings vehicle which enables you to take money pretax from your salary to pay for certain unreimbursed Qualified Transit Pass and/or Qualified Parking Expenses. Then, as you incur eligible expenses, you are reimbursed from your account. The maximum amount you can elect to contribute to your Qualified Transportation Fringe Benefit Account for each Coverage Period is limited to:

- (a) Qualified Parking Expenses: The statutory amount under Section 132(f) of the Code in effect on January 1st of the same calendar year in which the Plan Year begins, as indexed for cost of living increases for any Plan Year beginning with or within such calendar year, which has been communicated to you by the Plan Sponsor

separately.

(b) **Qualified Transit Expenses:** The statutory amount under Section 132(f) of the Code in effect on January 1st of the same calendar year in which the Plan Year begins, as indexed for cost of living increases for any Plan Year beginning with or within such calendar year, which has been communicated to you by the Plan Sponsor separately. *If transit passes/vouchers are readily available to the Plan Sponsor to distribute to you, then the Plan Sponsor, or a third party designated by the Plan Sponsor, will distribute passes/vouchers directly to you and you will not receive a cash reimbursement for these expenses, rather the employer will be reimbursed for these expenses. Transit passes are generally readily available if the Plan Sponsor obtains the passes/vouchers from a transit pass/voucher provider and the pass/voucher provider does not impose fare media charges (excluding reasonable and customary delivery charges not in excess of \$15) that are more than 1 percent of the average annual value of the passes for a transit system, or impose other restrictions that cause the passes not to be readily available, such as advance purchase or purchase quantity requirements.*

The maximum amount is available to you as of the first day of each Coverage Period. These limits will be reviewed annually and adjusted as experience indicates.

5.2 What Qualified Transportation Fringe Benefits Can Be Reimbursed?

Only Qualified Transit Pass and/or Qualified Parking expenses can be reimbursed. To be reimbursed, the expenses must meet the requirements specified in Section 4.1 of this SPD and not be reimbursable from another source.

5.3 How Does The Qualified Transportation Fringe Benefit Account Work?

You elect to participate in the Qualified Transportation Fringe Benefit Plan by providing a source of pretax funds to reimburse yourself for your Qualified Transit Pass and/or Qualified Parking expenses by entering into an election form/salary reduction agreement with your employer. Under that agreement, you agree to a salary reduction to fund your Qualified Transportation Fringe Benefit Account instead of receiving a corresponding amount of your regular pay.

As you incur Qualified Transit Pass and/or Qualified Parking expenses, you may obtain reimbursement by submitting a claim form to the Plan Administrator, or if applicable, a third-party administrator designated by the Plan Administrator from time to time. (See Section 8.1 of this Summary Plan Description.)

VI. TERMINATION OF EMPLOYMENT

6.1 What Happens to My Elections if I Lose Eligibility or Revoke My Election?

Elections made under this Plan automatically terminate on the date on which you cease to be a participant in the Plan or the Plan terminates, whichever occurs first.

6.2 What Happens If My Employment is Terminated During the Plan Year?

You will remain eligible for reimbursement for all qualified expenses incurred under your Qualified Transportation Fringe Benefit Account until the date your employment is terminated, provided that you make proper claims for reimbursement within 180 days from the date the expense was incurred, but in no event shall expenses be submitted more than 90 days immediately following the close of the Plan Year. Any funds remaining in your Qualified Transportation Fringe Benefit Account after this time are forfeited.

VII. GENERAL INFORMATION ABOUT THE PLAN

7.1 General Plan Information

The name of the Plan is the 10000 Degrees Transportation Benefit Plan.

The Plan is effective December 1, 2023.

Your Plan's records are maintained on fiscal period known as the Plan Year. Each Plan Year will run from December 1 through November 30.

7.2 Employer Information

The Plan Sponsor's name, address, and identification number are:

10000 Degrees
1401 Los Gamos
SAN RAFAEL, California 94903
E.I.N.: 95-3667812

7.3 Plan Administrator Information

The name, title, address, and business telephone number of your Plan Administrator is:

10000 Degrees
1401 Los Gamos Suite 205
SAN RAFAEL, CA 94903
Telephone: (415) 299-8991

The Plan Administrator keeps the records for the Plan and is responsible for the administration of the Plan. The Plan Administrator will also answer any questions you may have about the Plan.

7.4 Type Of Administration

The Plan is administered by the Plan Administrator, who may delegate administrative duties to a third-party administrator from time to time. As applicable, the Plan Administrator will notify you who the third-party administrator is, and any applicable contact information, when you join the Plan. The Plan Administrator may change the third-party administrator from time to time, and you will be notified of any such change.

VIII. ADDITIONAL PLAN INFORMATION

8.1 Filing A Claim

(i) All claims for reimbursement from your Qualified Transportation Fringe Benefit Account must be submitted within 180 days from the date the expense is incurred, but in no event shall expenses be submitted more than 90 days immediately following the close of the Plan Year.

(ii) With the claim form, you must submit a bill, invoice, or receipt from the vendor which gives the following information:

- (a) name and address of the vendor and - in some cases - the vendor's taxpayer identification number and signature;
- (b) the amount, date, and nature of the expense;
- (c) the type of service provided; and
- (d) who received the service.

8.2 Notification Of Your Claim

You will receive a response to your claim within 90 days after your claim is submitted. More time may be required if there are special circumstances.

If the Plan Administrator fails to notify you within the designated time period, your claim will be considered to have been denied.

8.3 Appealing A Denied Claim

If your claim is denied and you wish to appeal/have the decision reconsidered, you must file your written appeal/request for reconsideration with the Plan Administrator within 60 days after you receive the denial.

The Plan Administrator will notify you of its decision in writing within 60 days after your appeal is received. If

you do not receive a written response from the Plan Administrator within the designated time period, your appeal will be considered to have been denied.

If you are dissatisfied with the decision after you have pursued these steps, you have the right to file a lawsuit in a state or federal court.

APPENDIX A
PARTICIPATING EMPLOYERS

As of December 1, 2023

Each entity listed below has sufficient common ownership with the Plan Sponsor so as to constitute a member of a commonly controlled group as described in Code §414(b), (c), (m) or (o) and has adopted the Plan with the consent of the Plan Sponsor.

None.