

FRED HUTCHINSON CANCER RESEARCH CENTER
RETIREMENT SAVINGS PLAN
SUMMARY PLAN DESCRIPTION

January 1, 2021

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INTRODUCTION

Fred Hutchinson Cancer Research Center (also referred to as the Center), has established this 403(b) retirement plan, the Fred Hutchinson Cancer Research Center Retirement Savings Plan (the Plan) to assist you and other Employees in saving for retirement. Seattle Cancer Care Alliance has also adopted the Plan on behalf of eligible employees. Fred Hutchinson Cancer Research Center and Seattle Cancer Care Alliance are referred to together as the "Employer" in this Summary Plan Description (SPD).

The Plan is governed by the Plan document, which is a complex legal contract that contains all of the provisions required by the Internal Revenue Service (IRS) that the Employer must follow when administering the Plan. This document follows specific federal laws and regulations that apply to retirement plans. The Plan document may change when new laws or regulations take effect. The Center also has the right to modify certain Plan features from time to time. When these changes occur, you will be notified about any changes that affect your rights under the Plan.

This document is a Summary Plan Description (SPD). It summarizes the important features of the Plan document, including your benefits and obligations under the Plan. If you want more detailed information about specific plan features or have questions about any of the information in the SPD, you should contact your Employer via the methods outlined in this SPD. You can also request a copy of the Plan document from your Employer.

You will notice that certain terms in the SPD are capitalized. These are important terms to understand and they are defined in more detail in the DEFINITIONS section of the SPD. Although the purpose of this document is to summarize the more significant provisions of the Plan, the Plan document will prevail in the event of any inconsistency. In addition, the terms of the Plan cannot be modified by written or oral statements made to you by the Plan Administrator or other personnel.

The Plan was originally effective 03/01/1973. The Plan was restated effective 01/01/2019, and has been amended since that time. This SPD describes the Plan as in effect 01/01/2021, except as otherwise stated. This SPD supersedes all previous SPDs.

ELIGIBILITY FOR PARTICIPATION

The Plan document has been amended and/or restated into a new Plan document. If you were eligible to participate in the prior Plan, you will continue to be eligible to participate in this Plan without satisfying any additional age or service requirements.

Am I eligible to make Elective Deferrals?

The Plan allows all Employees of the Employer to make pre-tax Elective Deferrals.

If the Elective Deferrals you make in a year would be \$200 or less, you are not eligible to make Elective Deferrals to the Plan.

What eligibility requirements do I have to meet to make Elective Deferrals?

You will be eligible to make Elective Deferrals as of your Entry Date. For purposes of Elective Deferrals, your Entry Date is the next pay period that is administratively feasible that coincides with or next follows your hire date with the Employer.

Am I eligible to receive Non-Elective Contributions?

Once you meet the eligibility requirements below, you will be eligible to receive Non-Elective Contributions unless you fall into one of the following employment categories. You are not eligible to receive Non-Elective Contributions if:

- You are an employee covered by a collective bargaining agreement where retirement benefits were the subject of good faith bargaining;
- You are a leased employee;
- You are an Employee hired or employed without benefits, which means you are scheduled to work less than half time, (i.e. you are working less than 0.5 FTE);
- You are an operating engineer represented by collective bargaining;
- You are a post-doctorate research fellow whose employment (by FTE) from a source other than the Employer exceeds your employment (by FTE) by the Employer; or
- You are a per diem employee.

What eligibility requirements do I have to meet to receive Non-Elective Contributions?

If you are employed in an eligible employment category, you will be eligible to receive Non-Elective Contributions as of the Entry Date that coincides with or next follows the date you complete one Year of Eligibility Service, as defined below. Entry Dates for purposes of Non-Elective Contributions are the first day of each calendar month. You must be employed by the Employer on your one-year anniversary date and must remain employed as of your Entry Date to be eligible for Non-Elective Contributions.

How is my service measured?

Effective as of April 1, 2020, eligibility service is measured as follows. To be eligible to participate for purposes of Non-Elective Contributions, you must complete one Year of Eligibility Service. A Year of Eligibility Service is earned when you are still employed with the Employer on

the day before the anniversary of your hire date. When determining a Year of Eligibility Service, non-successive periods of service and less than whole year periods of service will be aggregated on the basis that 12 months of service (30 days are deemed to be a month in the case of the aggregation of fractional months) or 365 days of service are equal to a whole year of service. You will also receive credit for any period of severance of less than 12 consecutive months. To illustrate how to determine eligibility using this elapsed time method, where service is determined from date of hire, here are two examples:

Sam is hired on April 1 and terminates employment with the Employer on June 15 of the same year. Sam is subsequently rehired on November 30. The first year of service is determined by looking at the 12-month period beginning on April 1, (original hire date) and ending on the following March 31. The period that Sam was not employed was less than 12 months and so is treated as a period of service. Employment as of the beginning and end of the Eligibility Computation Period is what matters so Sam will earn One Year of Eligibility Service if still employed on March 31 under the elapsed time method.

Keisha is hired on April 1 and terminates employment with the Employer on June 15 of the same year. Keisha is subsequently rehired on April 10 of the following year. The period that Keisha was not employed was less than 12 months and so is again treated as a period of service. Keisha is thus treated as having been employed at the end of the Eligibility Computation Period (March 31) and having earned One Year of Eligibility Service. She will be eligible immediately upon reemployment.

Frank hired on April 1 and terminates employment with the Employer on June 15 of the same year. Frank is subsequently rehired on October 1 of the following year. The period that Frank was not employed was more than 12 months and is disregarded. He was not employed on March 31 at the end of the Eligibility Computation Period. Frank earned 2-1/2 months of service and will need to earn 9-1/2 months of service after reemployment in order to complete One Year of Eligibility Service under the elapsed time method.

Before April 1, 2020, to participate for purposes of Non-Elective Contributions, you had to complete a Year of Service (i.e., 1,000 Hours of Service in the 12-consecutive-month period beginning with the date on which you first performed an Hour of Service with the Employer for your first year, with subsequent 12-consecutive-month periods measured based on your anniversary date). Before the conversion, an hours equivalency method was used for eligibility purposes for Employees not paid on a per-hour basis (190 Hours of Service for each month or partial month).

Your years of service with the following employers other than your Employer will be counted for eligibility purposes. Service with Seattle Cancer Care Alliance is counted for purposes of determining eligibility for Non-Elective Contributions.

When can I re-enter the Plan if I terminate employment with the Employer and am later rehired?

You will always immediately re-enter the Plan upon rehire if you had met the eligibility requirements and passed an Entry Date before you terminated employment.

CONTRIBUTIONS - EMPLOYEE

Does the Plan allow me to make Elective Deferrals?

Yes. If you have met the eligibility requirements and passed the Entry Date as specified in the section titled “Eligibility for Participation” you may make Elective Deferrals to the Plan.

Do I pay taxes on any Elective Deferrals I make?

Your Elective Deferrals are taken out of your pay before taxes are withheld. You will generally pay taxes on this amount when you take it out of the Plan.

How do I make or change the amount of the Elective Deferrals being withheld?

You may make or change your deferral election through TIAA by calling 1-800-842-2252 or going to its website:

<https://www.tiaa.org/public/tcm/fredhutch>

Once I make a deferral election, how often can I change, stop, or re-start the election?

You may change, stop, or re-start your deferral election at any time through TIAA, effective as of the next pay period that is administratively feasible.

What are the limits on Elective Deferrals?

Your Elective Deferrals are subject to the following limits:

- Federal law limits the amount you may elect to defer under this Plan and any other retirement plan permitting Elective Deferrals (including both other 403(b) and 401(k) plans). In 2021, you may contribute \$19,500, and in 2022 you may contribute \$20,500. Amounts you may contribute in subsequent years may change.
- If you are age 50 or over, you may defer an additional amount, called a “catch-up contribution,” of up to \$6,500 (in both 2021 and 2022; amounts may change in subsequent years).
- The maximum amount you can defer is 80% of your Compensation.

The Plan Administrator may establish additional rules you will need to follow when making your deferral election. Your deferral election is only effective for compensation you have not received yet. The Plan Administrator may also reduce or totally suspend your election if necessary to meet the requirements of the Internal Revenue Code.

Does this Plan automatically enroll employees?

Yes. The automatic contribution arrangement (ACA) provisions apply to the Plan. This type of automatic enrollment allows the Plan Administrator to enroll certain employees in the Plan who have not previously elected to participate in the Plan.

Do the Plan's automatic enrollment features apply to me if I have already made a deferral election?

No, if you have already made a deferral election that amount will continue to be withheld from each of your paychecks until you make a new election.

What happens if I do not make a deferral election by the due date?

If you are eligible to make Elective Deferrals and you do not make a deferral election by the date required by the Plan Administrator and communicated to you, the Plan Administrator will begin deducting automatic deferrals from each of your paychecks and will submit those amounts to the Plan (automatic deferrals) on your behalf.

An automatic deferral amount of 3% of your compensation will be withheld from each of your paychecks, unless you opt out as described below. The automatic deferral amount will be contributed as a pre-tax Elective Deferrals to the Plan.

If you do not wish to have automatic deferrals withheld from each of your paychecks or if you want to change the amount withheld, you must make a deferral election or elect to make no contributions at all. If automatic deferrals have already started, you may make a deferral election to change the amount being withheld or to stop the deferrals entirely.

Will the amount of the automatic deferrals increase?

Yes. If you do not make a deferral election the automatic deferral amount will increase in the following manner: 1% each November 1 until reaching 10% of compensation.

CONTRIBUTIONS - EMPLOYER

Does the Plan allow the Employer to make Non-Elective Contributions to the Plan?

Yes. The Plan allows the Employer to make Non-Elective Contributions to the Plan. The Employer will decide in its sole discretion whether to make Non-Elective Contributions for a Plan Year and the amount of those Non-Elective Contributions, if any.

What portion of the Non-Elective Contributions will I receive?

If you meet the requirements to receive Non-Elective Contributions, and if the Employer decides to make Non-Elective Contributions for a Plan Year, your portion of the Non-Elective Contribution will be determined using the following formula:

Seven percent (7%) of Compensation up to the Social Security taxable wage base (as defined under Section 230 of the Social Security Act) in effect on the first day of the Plan Year, and twelve percent (12%) of your Compensation in excess of the Social Security taxable wage base.

Only Compensation received after you meet the eligibility requirements for Non-Elective Contributions as described earlier in this SPD is considered in determining the amount of the Employer's Non-Elective Contribution. However, all Compensation in the Plan Year will be considered in determining the rate at which the Employer will contribute (i.e., 7% or 12%).

In addition to the Non-Elective Contributions described above, the Employer may (but is not required to) make an additional contribution on your behalf if you have met the eligibility requirements for Non-Elective Contributions and you are a Key Employee. For this purpose only, "Key Employee" means full and associate professor and vice president and above at the Fred Hutchinson Cancer Research Center and the Seattle Cancer Care Alliance. If the Employer decides to make this additional contribution on your behalf, it will equal three percent (3%) of your Compensation.

Any Non-Elective Contributions that may be made on your behalf will be contributed to your account as soon as administratively feasible after the end of each pay period.

Can the Employer make any other type of contributions to the Plan?

Yes. The Employer may have the discretion to reallocate any forfeitures and to make other contributions as necessary to comply with IRS non-discrimination requirements.

What are the limits on total contributions?

The total amount that may be contributed to the Plan on your behalf in any year may not exceed the lesser of 100% of your compensation or \$58,000 (for 2021) or \$61,000 (for 2022). These amounts may change in subsequent years.

Can I move money I have in another retirement plan to this Plan?

Yes. If you are eligible to participate in the Plan, you can roll over the money you have in other eligible retirement plans into the Plan. While the Plan Administrator may establish procedures that relate to the requirements for Rollover Contributions, in general rollovers will be accepted from a 401(a) retirement plan (i.e., 401(k), defined benefit), another 403(b) plan, or a governmental 457(b) plan, as well as pre-tax assets held in a traditional IRA.

Will I receive contributions when I am not working at the Employer due to my performing qualified military service?

If you are re-employed by the Employer after performing qualified military service you may be able to make up missed employee contributions and to receive make-up employer contributions. Additionally, if you meet all of the requirements the time you spend on qualified military service may count as Years of Service under the Plan. You can receive more information about your rights under the Uniformed Services Employment and Reemployment Rights Act (USERRA) from the Plan Administrator.

What happens if I die or become disabled while performing qualified military service?

If you die or become disabled while performing qualified military service the Employer will treat you as if you returned to work on the day before you died and then terminated on the date of death or disability when determining any of your benefits under the Plan except for contributions.

VESTING

Do I need to work a certain amount of time to keep my Elective Deferrals and Non-Elective Contributions?

No. You will always be immediately 100% vested in your Elective Deferrals and Non-Elective Contributions.

DISTRIBUTIONS - AFTER TERMINATION FROM SERVICE

Can I take a distribution of my account balance after my employment terminates?

Yes. You can take a distribution of your account balance immediately after your employment with the Employer terminates. Benefit checks and Plan information are normally distributed by mail by TIAA. If you are entitled to a benefit, it is your responsibility to provide TIAA with your current address.

What form can my distribution after termination from service be taken in?

You can take your distribution after termination from service as a cash distribution in any form available under the Fund or as an annuity payment. Your Plan account will be charged for any annuity purchased.

How soon after my death does my Beneficiary have to take distributions?

Generally your remaining account balance must be distributed to designated beneficiaries within 10 years after your date of death. However, there are exceptions:

- First, designated beneficiaries who are your surviving spouse, your minor child, disabled or chronically ill individuals, or other individuals not more than ten years younger than you, may take distributions of your remaining account balance over their life expectancy, beginning in the year following the year of your death (except if your surviving spouse is your sole designated beneficiary, s/he may wait until you would have reached age 72).
- Second, if you do not have a designated beneficiary, your entire interest must be distributed by December 31 of the calendar year containing the fifth anniversary of your death (but if you die after your required beginning date without a designated beneficiary, over your life expectancy).

What form can the distributions after my death be taken in?

Your beneficiary can take your distribution after termination from service as a cash distribution in any form available under the Fund or as an annuity payment. Your Plan account will be charged for any annuity purchased.

Who gets my assets in the Plan if I don't designate a beneficiary?

If you die without designating a beneficiary, your Account will be payable as determined by the applicable Fund.

Can the Employer ever force me to take a distribution from the Plan?

Yes. If your account balance after you stop working for the Employer is less than \$5,000 and you do not submit a distribution form telling the Plan Administrator how you would like your balance distributed, the Plan Administrator will force a distribution from the Plan. If the total amount of the distribution is less than \$1,000, the Plan Administrator may send the distribution directly to you. If the total amount of the distribution is equal to or greater than \$1,000 but less than \$5,000, the Plan Administrator must roll the balance over to an IRA established in your name. This mandatory distribution will be invested in an IRA designed to preserve principal and provide a reasonable rate of return and liquidity. For further information concerning the Plan's automatic rollover provisions, the IRA provider and the fees and expenses attendant to the individual retirement plan please contact the Plan Administrator.

Your rollover account balance (if any) will be included when determining if your account balance will be forced out.

The Plan Administrator will force a distribution of your account balance when you reach your Required Beginning Date (see below for what your Required Beginning Date is).

Is there ever a time when I have to take a distribution from the Plan?

Yes. Once you reach your Required Beginning Date you must start taking distributions from the Plan. These distributions are called Required Minimum Distributions. Failure to take these payments can result in an IRS penalty tax of 50% of the amount that should have been distributed. Your Required Beginning Date is when you actually retire or age 72, whichever is later.

Under a special rule, effective April 2020, required minimum distributions (RMDs) due for 2020 were deferred unless you elected otherwise.

Do I have to get my spouse's consent to take a distribution from the Plan?

Yes. If you are married, your spouse must consent to any distributions above \$5,000 you request from the Plan out of your Transfer Account that are not taken in the form of a Qualified Joint and Survivor Annuity with the survivor annuity being at least 50%.

DISTRIBUTIONS - IN-SERVICE

Can I take a distribution of my account balance when I reach age 59.5?

Yes. You can take a distribution of your Elective Deferrals. Also, to the extent permitted by the applicable Fund, you may elect a distribution of Non-Elective Contributions in a form permitted by the applicable Fund.

Can I take a distribution of my account balance while still working if I become disabled (as defined in the Plan)?

Yes. You can take a distribution of your fully vested account balances if you become disabled (as defined in the Plan).

Can I take a distribution of my Elective Deferrals while still working if I am called to active duty?

Yes. You can take a distribution of your Elective Deferrals while still working if you are called to active military duty for at least 30 days. However, if you are not called to active duty for at least 180 days, you will not be able to have Elective Deferrals withheld from your pay for 6 months from the date of the distribution.

Can I take a distribution of my account balance while still working if I incur a hardship?

Yes. You can take a hardship distribution of the following fully vested account balances while still working if you incur a hardship:

- Elective Deferrals, excluding post-1988 earnings

Are there requirements I must meet to take a hardship distribution?

Yes. In order to receive a hardship distribution from your accounts eligible for hardship withdrawal you must have an immediate and heavy financial need that cannot be satisfied by other available resources. This determination is made by TIAA. The following are the only financial needs considered immediate and heavy:

- expenses incurred or necessary for medical care, described in Code section 213(d), for you or your spouse, children, or dependents;
- the purchase (excluding mortgage payments) of a principal residence for the Participant;
- payment of tuition and related educational fees for the next 12 months of post-secondary education for you or your spouse, children, or dependents;
- the need to prevent the eviction of you from your principal residence (or a foreclosure on the mortgage on your principal residence);
- payments for burial or funeral expenses for your deceased parent, spouse, children, or dependents; or
- expenses for the repair of damage to your principal residence that would qualify for the casualty deduction.

The distribution must not be in excess of the amount required to satisfy the financial need (including any amounts necessary to pay any federal, state or local income taxes or penalties reasonably anticipated to result from the distribution)

You must have obtained all other currently available distributions, other than hardship distributions, under any deferred compensation plan, whether qualified or nonqualified, maintained by the Employer.

You must represent (in writing or by an electronic medium) that you have insufficient cash or other liquid assets to satisfy the financial need.

Before 01/01/2019, there was a 6-month suspension period for your Elective Deferrals, if applicable, after the receipt of the hardship distribution. This suspension period no longer applies.

What form can my in-service distribution be taken in?

You can take your in-service distribution as a cash distribution in any form available under the Plan. Hardship distributions are not eligible for rollover.

Did the Plan permit Coronavirus related withdrawals in 2020?

Coronavirus related withdrawals are no longer available, but were previously available to qualifying Participants, who could withdraw up to \$100,000 from the Plan through December 30, 2020. The \$100,000 limit applied to all eligible retirement plans maintained by the Employer on an aggregate basis, and was not applied to each eligible retirement plan. These withdrawals were different from hardship withdrawals.

For this purpose, you were a qualifying Participant if: (1) you were diagnosed with the virus SARS-CoV-2 or with coronavirus disease 2019 (collectively, "COVID-19"); (2) your spouse or tax dependent was diagnosed with COVID-19; or (3) you experienced adverse financial consequences due to COVID-19 as a result of you or your spouse or a member of your household being quarantined, furloughed, laid off, having work hours reduced, being unable to work due to lack of child care, having a reduction in pay (or self-employment income), having a job offer rescinded or start date for a job delayed, or having to close or reduce the hours of a business. The Plan was able to rely on your certification that you met these conditions.

Distributions of up to a total of \$100,000 were not subject to: (1) the normal 10% early withdrawal penalty if you were under age 59½; or (2) the normal 20% mandatory tax withholding. The taxes you owe can be spread out over a three-year period. You may avoid taxes on the distribution if you are able to deposit the money back into an eligible retirement plan within three years and the deposit is eligible for tax-free rollover treatment.

Any distribution meeting the requirements above can be designated as a coronavirus related withdrawal. This means, for example, if you took any required minimum distributions that qualify as coronavirus related withdrawals between January 1, 2020 and before December 31, 2020, you may include those in income over 3 years. Similar treatment applies to distributions received by beneficiaries, plan loan offsets (but not deemed loans), or hardship withdrawals meeting the above requirements.

Coronavirus related withdrawals will be interpreted in accordance with IRS guidance, which may revise the description above.

LOANS**Am I eligible to take a loan from the Plan?**

Yes. If you are an active employee you may apply for a loan from the Plan. Loans will only be made to persons who the Plan Administrator determines have the ability to repay the loan.

How many loans can I have outstanding at any one time?

The maximum number of loans you can have outstanding at any one time is two (2). This number will include any previous loans you may have taken that were not paid back in full.

Is there a minimum amount that I must take out as a loan?

Yes. The minimum loan amount is \$1,000.

Is there a maximum amount that I can take out as a loan?

Yes. Your loan amount is limited to the lesser of:

- \$50,000 minus the highest outstanding balance of loans in the past 12 months, or
- 50% of your vested account balance.

Is all of my account balance used when determining the amount of my vesting account balance purposes?

Yes.

How long do I have to re-pay my loan?

Your loan must be repaid within five years from the date of the loan.

How often do I have to make loan payments?

You must repay your loan in accordance with the repayment schedule established at the time the loan is taken. Repayments must be made to TIAA. Prepayments are permitted. If you fail to make loan payments according to the established repayment schedule and you do not correct this failure in a timely manner (as determined by TIAA) the remaining loan balance will be "deemed distributed." This means that the remaining balance will become a taxable distribution for the year in which it was deemed. However, this does not remove your obligation to repay the loan and the remaining balance plus the interest that has accrued since the loan was deemed will be taken into account when determining the maximum of any further loan and the deemed loan will count as an outstanding loan. Special repayment rules will apply if you take out a subsequent loan when you have an unpaid deemed loan outstanding.

If I have a spouse, do they need to consent to the loan?

Yes. If you have a spouse, you must obtain his or her consent before obtaining a loan from the Plan.

Can I refinance my loan?

No. You may not refinance your loan.

What happens to my loan if I terminate from service with the Employer?

When you terminate from service with the Employer, you must repay the entire outstanding balance on your loan. If you do not repay the loan at that time, you may be subject to tax and penalties on the unpaid portion of the loan.

Are there any fees associated with taking a loan?

You may be charged fees related to granting and administration of loans from the Plan. Please contact TIAA if you would like more information regarding taking a loan from the Plan.

Were there any special loan provisions available in 2020?

Special Coronavirus-related loan provisions are no longer available. However, if you were a qualifying Participant (defined in the “Did the Plan permit Coronavirus related withdrawals in 2020?” section above) and had an outstanding loan balance from the Plan, you were able to request the due date for any repayments due between March 27, 2020 and December 31, 2020 be suspended for the balance of 2020.

Additionally, from March 27, 2020 (or as soon thereafter as implemented) through September 22, 2020, if you were a qualifying Participant, you were able to borrow up to the lesser of: (1) \$100,000 less the highest outstanding loan balance during the previous 12 months; or (2) 100% of your total vested account balance.

Coronavirus related loan suspensions will be interpreted in accordance with IRS guidance, which may revise the description above.

INVESTMENTS

Can I direct how my account balances will be invested?

Yes. You can direct how your entire account balance will be invested from among the different investments offered under the Plan.

You may make or change your investment elections by returning an investment election form to the Plan Administrator.

How often can I change my investment election?

Subject to any additional restrictions placed on investment timing by the actual investment, you may change your investment elections daily.

What type of accounts can my account balance be invested in?

Your account balance can be invested in annuity contracts and custodial accounts.

How will my account balances be invested if I do not make an investment election?

If you do not make an investment election your account balances will be placed in investments selected by the Plan Administrator.

Does the Plan Administrator intend that the Plan will meet the requirements to be a 404(c) plan?

Yes. The Plan is intended to constitute a plan described in section 404(c) of ERISA. This means that as long as certain requirements are met the Plan fiduciaries may be relieved of liability for any of your losses that are the result of your investment elections.

The Plan's default investments are intended to meet the requirements to be a qualified default investment alternative (QDIA).

Default Investment Information

Name of Fund: Vanguard Target Date Fund

Additional Information: You will be invested in the age appropriate fund (the fund dated closest to your 65th birthday)

Right to Self-Direct

As noted above, you may direct the investment of your Plan account among the available investment funds.

Where can I get more information about Plan investments?

Name: TIAA

Address: P.O. Box 1259, Charlotte, NC 28201

Phone number: 1-800-842-2252

Website: <https://www.tiaa.org/public/tcm/fredhutch>

How often does the Plan Administrator determine how much my benefit in the Plan is worth?

The value of your Plan account will be determined as of each business day.

MISCELLANEOUS

Domestic Relations Orders

Under certain circumstances, a court may issue a domestic relations order assigning a portion of your benefits under the Plan to a spouse, former spouse, child or other dependent. The Plan Administrator will determine whether the order is a qualified domestic relations order (“QDRO”). If

the Plan Administrator determines that the order is a QDRO, it will implement the terms of the QDRO and divide your Account accordingly. You may obtain, without charge, a copy of the Plan's QDRO procedures from the Plan Administrator.

Amendment and Termination

Fred Hutchinson Cancer Research Center may amend or terminate the Plan at any time in its sole discretion. The Director of the Center may also adopt amendments at any time. However, in no event will any part of Plan assets be used for any purpose other than the exclusive benefit of participants and beneficiaries or cause any reduction in your vested account balance as of the date of the amendment or termination. If the Plan is terminated, all amounts credited to your Account will become 100% vested.

Insurance

The Plan is not insured by the Pension Benefit Guaranty Corporation (PBGC) because it is not a defined benefit pension plan.

Administrator Discretion

The Plan Administrator has the authority to make factual determinations, to construe and interpret the provisions of the Plan, to correct defects and resolve ambiguities in the Plan and to supply omissions to the Plan. Any construction, interpretation or application of the Plan by the Plan Administrator is final, conclusive and binding.

Plan is Not a Contract of Employment

The Plan does not constitute, and is not to be deemed to constitute, an employment contract between the Employer and any employee or an inducement or condition of employment of any employee. Nothing in the Plan is to be deemed to give any employee the right to be retained in the Employer's service or to interfere with the Employer's right to discharge any employee at any time.

Waiver

Any failure by the Plan or the Plan Administrator to insist upon compliance with any of the Plan's provisions at any time or under any set of circumstances does not operate to waive or modify the provision or in any other manner render it unenforceable as to any other time or as to any other occurrence, whether the circumstances are the same or different. No waiver of any term or condition of the Plan is valid or of any force or effect unless it is expressed in writing and signed by a person authorized by the Plan Administrator to grant a waiver.

Errors

Any clerical or similar error by the Plan Administrator cannot give coverage under the Plan to any individual who otherwise does not qualify for coverage under the Plan. An error cannot give a benefit to an individual who is not actually entitled to the benefit.

ADMINISTRATIVE INFORMATION

Plan Sponsor

The Plan Sponsor is Fred Hutchinson Cancer Research Center.

- Employer Identification Number: 23-7156071
- Address: 1100 Fairview Avenue North, J1-105, Seattle, WA 98109
- Phone number: 206-667-4100
- Fax number: 206-667-4051

Plan Administrator

The Plan Administrator is the Plan Administrative Committee appointed by the Director of Fred Hutchinson Cancer Research Center. Contact information for the Plan Administrator is:

- Address: 1100 Fairview Avenue North, J1-105, Seattle, WA 98109
- Phone number: 206-667-4100
- Email: Benefitsteam@fredhutch.org

Recordkeeper

TIAA
1-800-842-2252
P.O. Box 1259
Charlotte, NC 28201
<https://www.tiaa.org/public/tcm/fredhutch>
Refer to plan 405847

Plan Assets

Assets of the Plan are held in annuity contracts and custodial accounts.

Agent for Legal Service

The agent for legal service for the Plan is the Director of Total Rewards of Fred Hutchinson Cancer Research Center.

- Address: 1100 Fairview Avenue North, J1-105, Seattle, WA 98109
- Phone number: 206-667-6331
- Fax number: 206-667-4051

Plan Number

The Plan is a 403(b) plan. The Plan number is 001.

Plan and Fiscal Year

The Center's fiscal year ends on 06/30 and the Plan Year ends on 12/31.

Claims Procedure

Application for Benefits. You or any other person entitled to benefits from the Plan (a "Claimant") may apply for such benefits by completing and filing a claim with the Plan Administrator. Any such claim must be in writing and must include all information and evidence that the Plan Administrator deems necessary to properly evaluate the merit of, and to make any necessary determinations, on a claim for benefits. The Plan Administrator may request any additional information necessary to evaluate the claim. The Plan Administrator has the sole discretion to decide all issues of fact or law. Any decision by the Plan Administrator that does not constitute an abuse of discretion must be upheld by a court of law.

Timing of Notice of Denied Claim. The Plan Administrator will notify the Claimant of any adverse benefit determination within a reasonable period of time, but not later than 90 days after receipt of the claim. This period may be extended one time by the Plan for up to 90 days, provided that the Plan Administrator both determines that such an extension is necessary due to matters beyond the control of the Plan and notifies the Claimant, prior to the expiration of the initial review period, of the circumstances requiring the extension of time and the date by which the Plan expects to render a decision. If the claim relates to a disability determination, the period for making the determination may be extended for up to an additional 30 days if the Plan Administrator notifies the Claimant prior to the expiration of the first 30-day extension period.

Content of Notice of Denied Claim. If a claim is wholly or partially denied, the Plan Administrator will provide the Claimant with a written notice identifying (1) the reason or reasons for such denial, (2) the pertinent Plan provisions on which the denial is based, (3) any material or information needed to grant the claim and an explanation of why the additional information is necessary, and (4) an explanation of the steps that the Claimant must take if they wish to appeal the denial, including a statement that the Claimant may bring a civil action under ERISA.

Appeals of Denied Claim. If a Claimant wishes to appeal the denial of a claim, they must file a written appeal with the Plan Administrator on or before the 60th day after they receive the Plan Administrator's written notice that the claim has been wholly or partially denied. The written appeal must identify both the grounds and specific Plan provisions upon which the appeal is based. The Claimant will be provided, upon request and free of charge, documents and other information relevant to his claim. A written appeal may also include any comments, statements or documents that the Claimant may desire to provide. The Plan Administrator will consider the merits of the Claimant's written presentations, the merits of any facts or evidence in support of the denial of benefits, and such other facts and circumstances as the Plan Administrator may deem relevant. The Claimant will lose the right to appeal if the appeal is not timely made. The Plan Administrator will ordinarily rule on an appeal within 60 days. However, if special circumstances require an extension and the Plan Administrator furnishes the Claimant with a written extension notice during the initial period, the Plan Administrator may take up to 120 days to rule on an appeal.

Denial of Appeal. If an appeal is wholly or partially denied, the Plan Administrator will provide the Claimant with a notice identifying (1) the reason or reasons for such denial, (2) the pertinent Plan provisions on which the denial is based, (3) a statement that the Claimant 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 Claimant's claim for benefits, and (4) a statement describing the Claimant's right to bring an action under section 502(a) of ERISA. The determination rendered by the Plan Administrator will be binding upon all parties.

Determinations of Disability. If the claim relates to a disability determination, determinations of the Plan Administrator will include the information required under applicable United States Department of Labor regulations.

Your Rights Under ERISA

As a participant, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). This federal law provides that you have the right to:

Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing 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 Employee Benefits Security Administration.

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated Summary Plan Description. The Plan Administrator may make a reasonable charge for the copies.

Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

Obtain, once a year, a statement from the Plan Administrator regarding your Accrued Benefit under the Plan and the nonforfeitable (vested) portion of your Accrued Benefit, if any. This statement must be requested in writing and is not required to be given more than once every 12 months. The Plan must provide the statement free of charge.

In addition, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate the 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 your benefits or exercising your rights under ERISA.

If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of Plan documents or the latest annual report from the Plan and do not receive them within 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. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in Federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

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 Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

DEFINITIONS

Account

Your Account is the sum of all of your amounts in each of your different contribution accounts.

Beneficiary

Your Beneficiary is the individual who will get your benefit under the Plan upon your death. You have the right to designate one or more primary and one or more secondary beneficiary.

Your spouse must be your sole beneficiary of the assets in your transfer account (if applicable) unless they consent to the designation of another beneficiary.

The following applies to Plan accounts subject to the qualified joint and survivor annuity provisions. If you are married, are under age 35, and name someone other than your spouse as your beneficiary, your beneficiary designation becomes invalid on January 1 of the calendar year in which you turn age 35. On that date your spouse will become your beneficiary, unless you complete a new beneficiary designation form and again receive spousal consent witnessed by a notary public or a Plan representative. You must contact TIAA to make a new election; the Plan Administrator will not contact you.

Compensation

Compensation is your wages from the Employer that are shown as taxable wages on your IRS Form W-2 measured over the Plan Year, including include any amount you elect to defer on a tax-preferred basis to any benefit plan of the Employer. For any self-employed individual, Compensation means earned income.

For purposes of all types of contributions under the Plan, Compensation includes the following: any amounts not available to you in cash in lieu of group health coverage because you are unable to certify that you have other health coverage; payments of unused accrued bona fide sick, vacation, or certain other leave that are paid to you after you terminate employment; Compensation received while on Employer-approved sabbatical leave; participant differential wage payments as defined by Code Section 3401(h)(2); and regular pay after severance from employment as described in Treas. Reg. Section 1.415(e)(3)(ii). Compensation includes only that compensation which is actually paid to you by the Employer during that part of the Plan Year that you are eligible to participate in the Plan. Compensation also includes wages paid during any period in which you are performing service in the uniformed services while on active duty for a period of more than 30 days that represents all or a portion of the wages you would have received if you were performing service for the Employer.

For purposes of all types of contributions under the Plan, Compensation excludes all of the following items (even if includible in your income): reimbursements or other expense allowances; fringe benefits (cash and noncash); moving expenses; deferred compensation; welfare benefits; flex credits taken as cash; payments by the Employer on account of medical, dental, disability, and life insurance; stipends; honoraria; severance pay; vacation cash-outs; and cash or non-cash fringe benefits.

The Plan Administrator has previously adopted, and may amend from time to time, a more detailed list of payroll codes as an interpretation of whether particular types of pay are included in Compensation.

Disability

You will be considered Disabled when you have been determined disabled by the Social Security Administration and you are eligible to receive disability benefits under the Social Security Act.

Elective Deferrals

Elective Deferrals are the amount of your Compensation that you chose to deposit into the Plan on a pre-tax basis.

Fund

Fund means all annuity contracts and custodial accounts that hold the assets of the Plan.

Highly Compensated Employee

You are a Highly Compensated Employee (HCE) for the 2021 Plan Year if you earned more than \$130,000 in Compensation during the 2020 Plan Year. You are an HCE for the 2022 Plan Year if you earned more than \$130,000 in Compensation during the 2021 Plan Year. This dollar amount may change in subsequent years.

Normal Retirement Age

Normal Retirement Age (NRA) is age 65.

Non-Elective Contributions

Non-Elective Contributions are contributions that the Employer may make to the Plan on your behalf based on a formula specified in the "Contributions - Employer" portion of this document.

Plan Year

The Plan Year is the 12 month period ending on 12/31.

Qualified Joint and Survivor Annuity

A Qualified Joint and Survivor Annuity (QJSA) is a type of annuity distribution where the amount your spouse receives after your death will be 50% of the monthly amount that had been paid while you were alive. This amount would be received by your spouse for the remainder of his or her lifetime. A QJSA is the default form of payment for the assets in your transfer account (if applicable). You must obtain your spouse's consent to take a distribution in any other form.

In addition to the QJSA, there is a qualified optional survivor annuity available in which the benefit payable to your spouse for life after your death.

If you do not have a spouse your QJSA is an immediate annuity for your life time where the amount of the payment is based on your Account balance.

Qualified Pre-Retirement Survivor Annuity

A Qualified Pre-Retirement Survivor Annuity (QPSA) is an annuity that will be purchased with 50% of your account balance for your spouse, unless (1) you, with the written consent of your spouse, waive the survivor annuity, or (2) your surviving spouse waives such survivor annuity if you die before the commencement of your benefits under the Plan.

Rollover Contributions

Rollover contributions are the assets that you moved (rolled over) from another retirement plan to the Plan.

Termination from Employment

You will be considered to have a Termination from Employment from the Employer when you are no longer employed by the Employer or on the day when the Employer is no longer eligible to sponsor the Plan.

Transfer Contributions

Transfer Contributions are contributions that were transferred over to the Plan from another eligible retirement plan. This is typically done at the Employer's discretion as part of a merger or related transaction.

VENDOR APPENDIX

Approved Vendors

An approved vendor is an organization who accepts ongoing Plan contributions directly from the Employer. Subject to procedures established by the Plan Administrator you may be able to move your Plan assets between the approved vendors listed below:

- TIAA

Voya and Vanguard funds are grandfathered; you may move from those funds to TIAA but not vice versa.