RIVIAN, LLC 401(K) PLAN
SUMMARY PLAN DESCRIPTION

August 2023

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RIVIAN, LLC 401(K) PLAN

SUMMARY PLAN DESCRIPTION

INTRODUCTION

Rivian, LLC (the "Company") maintains the Rivian, LLC 401(k) Plan ("Plan"), as amended and restated effective as of August 2, 2021, and as subsequently amended from time-to-time, for the benefit of eligible employees and their beneficiaries. This Plan is a type of qualified retirement plan commonly referred to as a 401(k) Plan, and provides eligible employees with the opportunity to save for retirement on a tax-advantaged basis. Eligible employees may elect to contribute a portion of eligible compensation to the Plan.

This Summary Plan Description ("SPD") contains information regarding when you may become eligible to participate in the Plan, your Plan benefits, your distribution options, and many other features of the Plan. You should take the time to read this SPD to get a better understanding of your rights and obligations under the Plan.

Your rights are controlled solely by the Plan document. ***It is important to remember that some features of the Plan, particularly those that apply infrequently, are not included in this SPD and that the official Plan document legally governs the operation of the Plan. While every effort has been made to describe the terms of the Plan accurately, if there is any conflict or discrepancy between the terms of this SPD and the complete text of the Plan and trust documents, then the Plan and trust documents will govern. Please consult the Plan or trust document for further information.***

This SPD does not grant any rights or benefits in addition to or different from the rights and benefits granted under the Plan document. Therefore, you cannot rely on this SPD or other summary of the Plan to create any right not specifically provided under the Plan. Further, no verbal statement by any person may alter or amend the terms of the Plan, or by unofficial communications (such as e-mail or mailings). Any questions concerning the Plan will be determined in accordance with the Plan document.

You may review the complete Plan and related trust documents, and you may obtain copies, for a reasonable charge, of any part or all of the documents. Please contact the Plan Administrator to examine or obtain a copy of the Plan and related trust documents.

The Company reserves the right to amend, modify or terminate the Plan at any time in its discretion.

ARTICLE I
PARTICIPATION IN THE PLAN

When am I eligible to participate in the Plan?

You are eligible to participate in the Plan if you are at least 18 years old, actively employed by an Employer and you are not an excluded employee as described below. Note, if you are a part-time employee and you are hired or rehired on or after April 3, 2023, you must also complete 3 consecutive months of employment with the Employer to be eligible to participate in the Plan, and will be eligible to participate on the first of the month following 3 consecutive months of employment.

You will be eligible to participate in the Plan as soon as administratively practicable after satisfying the eligibility requirements. You should contact the Plan Administrator if you have questions about the timing of your Plan participation.

Excluded Employees. You are not eligible to participate in the Plan if you are:

- a union employee whose employment is governed by a collective bargaining agreement under which retirement benefits were the subject of good faith bargaining, unless the collective bargaining agreement provides for participation in the Plan
- a resident of Puerto Rico
- an intern
- a leased employee
- a reclassified employee (a person the Employer does not treat as a common law employee on its payroll records, such as someone paid as an independent contractor or an out-sourced worker)

The Employer's classification of an individual will be final and binding on all parties for purposes of the Plan.

What happens if I′m a participant, terminate employment and then I′m rehired?

If you are a full-time employee and you terminate employment and are later rehired, you will be able to participate in the Plan as soon as administratively practicable after the date on which you are rehired if you are otherwise eligible to participate in the Plan.

If you are a part-time employee and you were eligible to participate in the Plan at the time you terminated employment, you will be eligible to participate in the Plan as soon as administratively practicable after the date on which you are rehired if you are otherwise eligible to participate (i.e., you are not an excluded employee as described above). If you were not eligible to participate in the Plan at the time of your termination, you will be eligible to participate as soon as administratively practicable after meeting the eligibility requirements described above.

ARTICLE II
EMPLOYEE CONTRIBUTIONS

What are elective deferrals and how do I contribute them to the Plan?

Elective Deferrals. You may elect to reduce your Compensation (defined below) (in whole percentages or as a flat dollar amount) on a pre-tax and/or Roth after-tax basis after you satisfy the Plan's eligibility requirements, subject to certain limitations. For purposes of this SPD, "elective deferrals" generally means both pre-tax deferrals and Roth deferrals. Regardless of the type of deferral you make, the amount you defer is counted as compensation for purposes of Social Security taxes.

> ***Pre-Tax Deferrals.*** If you elect to make pre-tax deferrals, then your taxable income is reduced by the deferral contributions so you pay less in federal income taxes. Later, when the Plan distributes the deferrals and earnings, you will pay the taxes on those deferrals and the earnings. Therefore, with a pre-tax deferral, federal income taxes on the deferral contributions and on the earnings are only postponed. Eventually, you will have to pay taxes on these amounts.
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> ***Roth After-Tax Deferrals.*** If you elect to make Roth after-tax deferrals, the deferrals are subject to federal income taxes in the year of deferral. However, the deferrals and, in certain cases, the earnings on the deferrals are not subject to federal income taxes when distributed to you. In order for the earnings to be tax free, you must meet certain conditions. See Article IX of this SPD for information on the tax consequences of a distribution from the Plan. Once a Roth deferral election is made, this election will be irrevocable (that is, Roth deferrals cannot later be re-characterized as pre-tax deferrals).

Deferral procedure. The amount you elect to defer will be deducted from your pay in accordance with a procedure established by the Plan Administrator. If you wish to make contributions to the Plan, you must enter into a Salary Reduction Agreement by going online at MyRivian401k.com. You may elect to defer a portion of your compensation payable on or after your entry date. Such election will become effective as soon as administratively feasible after it is received by the Plan Administrator. Your election will remain in effect until you modify or terminate it. Note, you may have an opportunity to make a separate deferral election with respect to bonuses paid by your Employer.

Deferral modifications. You may revoke or make modifications to your salary deferral election in accordance with procedures that the Employer provides. See the Plan Administrator for further information.

Annual contribution limit. Your total deferrals (aggregate amount of pre-tax and Roth after-tax) in any taxable year may not exceed a dollar limit which is set by law. The limit for 2023 is $22,500. After 2023, the dollar limit may increase for cost-of-living adjustments.

Deferrals limited by nondiscrimination testing. In addition to the annual dollar limit just described, the law requires testing of the deferrals to ensure that deferrals by HCEs do not exceed certain limits. If you are a highly compensated employee (generally more than 5% owners and certain family members (regardless of how much they earn), or individuals receiving wages in excess of certain amounts established by law), a distribution of amounts attributable to your elective deferrals or certain excess contributions may be required to comply with the law. The Plan Administrator will notify you if and when a distribution of deferrals is required.

Catch-up contributions. If you are at least age 50 or will attain age 50 before the end of a calendar year, then you may elect to defer additional amounts (called "catch-up contributions") to the Plan for that year on a pre-tax or Roth after-tax basis. The additional amounts may be deferred regardless of any other limitations on the amount that you may defer to the Plan. The maximum "catch-up contribution" that you can make in 2023 is $7,500. After 2023, the maximum may increase for cost-of-living adjustments. Any "catch-up contributions" that you make will be taken into account in determining any Employer matching contribution made to the Plan.

Important note on IRS limits. You should be aware that the annual dollar limit on the amount you may defer (the annual deferral limit and the "catch-up contribution" limit) applies to all elective deferrals and "catch-up contributions" that you may make under this Plan and any other cash or deferred arrangements (including tax-sheltered 403(b) annuity contracts, simplified employee pensions or other 401(k) plans) in which you may be participating. Generally, if an annual dollar limit is exceeded, then the excess must be returned to you in order to avoid adverse tax consequences. For this reason, it is desirable to request in writing that any such excess elective deferral amounts be returned to you.

If you are in more than one plan, you must decide which plan or arrangement you would like to return the excess. If you decide that the excess should be distributed from this Plan, you must communicate this in writing to the Plan Administrator no later than the March 1st following the close of the calendar year in which such excess deferrals were made. However, if the entire dollar limit is exceeded in this Plan or any other plan the Employer maintains, then you will be deemed to have notified the Plan Administrator of the excess. The Plan Administrator will then return the excess deferral and any earnings to you by April 15th of the calendar year after the year in which the excess deferrals were made.

What are rollover contributions?

Rollover contributions. At the discretion of the Plan Administrator, if you are an eligible employee, you may be permitted to deposit into the Plan distributions you have received from other plans and certain IRAs. Such a deposit is called a “rollover” and may result in tax savings to you. You may ask the Plan Administrator or Trustee of the other plan or IRA to directly transfer (a “direct rollover”) to this Plan all or a portion of any amount that you are entitled to receive as a distribution from such plan. Alternatively, you may elect to deposit any amount eligible to be rolled over within 60 days of your receipt of the distribution. You should consult qualified counsel to determine if a rollover is in your best interest.

Rollover account. Your rollover will be accounted for in a “rollover account.” You will always be 100% vested in your “rollover account” (see Article VI). This means that you will always be entitled to all amounts in your rollover account. Rollover contributions will be affected by any investment gains or losses.

Withdrawal of rollover contributions. You may withdraw the amounts in your “rollover account” at any time. See Articles VII and VIII for additional information.

What are In-Plan Roth Rollover Contributions?

In-Plan Roth Rollover Contributions. If you are eligible for a distribution from your account, you may elect to roll over pre-tax contributions to a designated Roth contribution account within the Plan (this is referred to as an In-Plan Roth Rollover Contribution). You may only roll over the distribution directly. However, loans may not be rolled over as an In-Plan Roth Rollover Contribution.

Taxation and Irrevocable election. Generally, you do not pay taxes on pre-tax contributions or Employer contributions (or earnings on these contributions) until you receive an actual distribution from the Plan. In other words, the taxes on the contributions and earnings in your pre-tax accounts are deferred until a distribution is made. Roth after-tax accounts, however, are the opposite. With a Roth account you pay taxes at the time that these amounts are contributed to the Plan. When a distribution is made to you from the Roth account, you do not pay taxes on the amounts you had contributed. In addition, if you have a “qualified distribution” (explained in Article IX), you do not pay taxes on the earnings that are attributable to the contributions.

If you elect an In-Plan Roth Rollover Contribution, then the contribution will be included in your income for the year. Once you make an election, it cannot be changed. It’s important that you understand the tax effects of making the election and ensure you have adequate resources outside of the Plan to pay the additional taxes. The In-Plan Roth Rollover Contribution does not impact the timing of when a distribution may be made to you under the Plan; the contribution only changes the tax character of your account. You should consult with your tax advisor prior to making such a rollover.

What are In-Plan Roth Transfers?

In-Plan Roth Transfers. You may also elect to make an In-Plan Roth Transfer, even if you are not eligible for a distribution. An In-Plan Roth Transfer allows you to elect to change the tax treatment of all or some of the vested portion of your pre-tax accounts, as explained below.

Taxation and Irrevocable election. As explained above, generally you do not pay taxes on the pre-tax contributions or Employer contributions (or earnings on these contributions) until you receive a distribution from the Plan. In other words, the taxes on the contributions and earnings in your pre-tax accounts are deferred until a distribution is made. Roth after-tax accounts, however, are the opposite. With a Roth account you pay taxes at the time that these amounts are contributed to the Plan. When a distribution is made to you from the Roth account, you do not pay taxes on the amounts you had contributed. In addition, if you have a “qualified distribution” (explained in Article IX), you do not pay taxes on the earnings that are attributable to the contributions.

An In-Plan Roth Transfer allows you to transfer amounts from the vested portion of your pre-tax accounts to an In-Plan Roth Transfer Account at any time. If you elect to make such a transfer, then the amount transferred will be included in your income for the year. Once you make an election, it cannot be changed. It’s important that you understand the tax effects of making the election and ensure you have adequate resources outside of the Plan to pay the additional taxes. The In-Plan Roth Transfer does not affect the timing of when a distribution may be made to you under the Plan; the transfer only changes the tax character of your account. You should consult with your tax advisor prior to making a transfer election.

ARTICLE III
EMPLOYER CONTRIBUTIONS

In addition to any amounts that you elect to contribute to the Plan as elective deferrals, your Employer will match your pre-tax and/or Roth contributions. For Plan Years beginning on and after January 1, 2021, your Employer may also make a discretionary nonelective contribution, as described below. The types of Employer contributions available under the Plan are described in this Article.

What is the Employer matching contribution and how is it allocated?

Your Employer will match, on a dollar for dollar basis each payroll period, 50% of your elective deferrals (including catch-up contributions), up to 4% of your Compensation.

If, as of the end of the Plan year, the total amount of matching contributions made to your Plan account for the Plan year is less than the maximum amount that could have been made based on your total elective deferrals and Compensation for the Plan year, your Employer will make an additional "true-up" matching contribution. This contribution is designed to make sure you do not miss out on matching contributions because you reached the earnings and/or contribution limit, or contribute at different levels during the year (this can happen, for example, if you change your election during the year).

What is the discretionary Employer nonelective contribution and how is it allocated?

Beginning with the January 1, 2021 Plan Year, your Employer may make a discretionary nonelective contribution to the Plan equal to a pro rata portion of your Compensation. In general, any discretionary nonelective contribution will be "allocated" or divided among participants eligible to share in the contribution for the Plan Year. Your share of the nonelective contribution is determined by the following fraction:

$$\text{Nonelective Contribution} \quad \times \quad \frac{\text{Your Compensation}}{\text{Total Compensation of All Participants Eligible to Share}}$$

For example: Suppose the nonelective contribution for the Plan Year is $20,000. Employee A's compensation for the Plan Year is $25,000. The total compensation of all participants eligible to share in the nonelective contribution, including Employee A, is $250,000. Employee A's share will be:

$$\$20{,}000 \quad \times \quad \frac{\$25{,}000}{\$250{,}000} \quad \text{or} \quad \$2{,}000$$

Allocation conditions. In order to share in the nonelective contribution you must be employed on the last day of the Plan Year. However, you will be eligible to receive the discretionary nonelective contribution for the year you terminate employment if you terminate on account of your death, Disability or attainment of Normal Retirement Age.

What are forfeitures and how are they allocated?

As described in Article VI, a "vesting schedule" applies to certain contributions that the Employer makes to the Plan. This means that you will not be entitled to ("vested" in) all of the contributions until you have been employed with the Employer for a specified period of time. If a participant terminates employment before being fully vested, then the non-vested portion of the terminated participant's account balance remains in the Plan and is called a forfeiture. Forfeitures may be used by the Plan for several purposes. Forfeitures may be used to pay Plan expenses, used to reduce any nonelective contribution or used to reduce any matching contribution.

ARTICLE IV
COMPENSATION

What compensation is used to calculate contributions to the Plan?

Generally, eligible compensation is the taxable compensation for a Plan Year reportable by your Employer on your IRS Form W-2 (plus elective deferrals to this Plan and to any other plan or arrangement (such as a cafeteria plan)). Certain items, however, are excluded from compensation. Among the items excluded from compensation are the following:

- Reimbursements or other expense allowances, fringe benefits, moving expenses, deferred compensation, and welfare benefits.
- Compensation paid while not a Participant in the Plan.
- Effective January 1, 2022, compensation paid by a related employer that is not a participating Employer under the Plan.
- Effective January 1, 2022, equity vesting or option exercises.

Generally, amounts paid after you terminate employment are excluded from compensation for Plan purposes. However, compensation paid for services performed during your regular working hours, or for services outside your regular working hours (such as overtime or shift differential), or other similar payments that would have been made to you had you continued employment will be included in compensation even though they are paid after you terminate employment, provided (1) these amounts would otherwise have been considered compensation as described above and (2) they are paid within 2 1/2 months after you terminate employment, or if later, the last day of the Plan Year in which you terminate employment: Notwithstanding the foregoing, leave-cashouts and deferred compensation paid after termination of employment are excluded from compensation.

Is there a limit on the amount of compensation which can be considered?

The Plan, by law, cannot recognize annual compensation in excess of a certain dollar limit. The limit for the Plan Year beginning in 2023 is $330,000. After 2023, the dollar limit may increase for cost-of-living adjustments.

Is there a limit on how much can be contributed to my account each year?

Generally, the law imposes a maximum limit on the amount of contributions (excluding catch-up contributions) that may be made to your account and any other amounts allocated to any of your accounts during the Plan Year, excluding earnings. Beginning in 2023, this total cannot exceed the lesser of $66,000 or 100% of your annual compensation (as limited under the previous question). After 2023, the dollar limit may increase for cost-of-living adjustments.

ARTICLE V
INVESTMENTS

How is the money in the Plan invested?

The Trustee of the Plan has been designated to hold the assets of the Plan for the benefit of Plan participants and their beneficiaries in accordance with the terms of this Plan. The trust fund established by the Plan's Trustee will be the funding medium used for the accumulation of assets from which Plan benefits will be distributed.

Participant direction of investments. The Plan is intended to be a Participant directed plan, as described in ERISA Section 404(c) and the regulations thereunder. To the extent that you have directed the investment of assets in your account under the Plan, you are responsible for the investment decisions you made relating to those assets and the Plan fiduciaries are not responsible for any losses resulting from your investment instructions. To assist you in making informed investment decisions, the Plan Administrator is required to provide you with certain disclosures required under the Department of Labor's participant disclosure regulation (See DOL Regulation §2550.404a-5) initially and on an annual basis. You should contact the Plan Administrator with any questions regarding these disclosures. Empower is assisting the Plan Administrator in complying with this regulation and will make this disclosure notice available for you to review and access at MyRivian401k.com.

The Plan Administrator will provide you with information on the investment choices available to you, the procedures for making investment elections, the frequency with which you can change your investment choices and other important information. Carefully review the information provided to you before you give investment directions. If you do not direct the investment of your Plan accounts, then your accounts will be invested in accordance with the default investment alternative established under the Plan. These default investments will be made in accordance with specific rules under which the fiduciaries of the Plan, including the Employer, the Trustee and the Plan Administrator, will be relieved of any legal liability for any losses resulting from the default investments. The Plan Administrator has or will provide you with a separate notice which details these default investments and your right to move out of the default investment if you so desire.

Earnings and losses. Your accounts under the Plan are segregated for purposes of determining the earnings or losses on the investments that you direct. Your Participant-directed account does not share in the investment performance of other participants who have directed their own investments. You should remember that the amount of your benefits under the Plan will depend in part upon your choice of investments. Gains as well as losses can occur and the Employer, the Plan Administrator, and the Trustee will not provide investment advice or guarantee the performance of any investment you choose.

Periodically, you will receive a benefit statement that provides information on your account balance and your investment returns. It is your responsibility to notify the Plan Administrator of any errors you see on any statements within 30 days after the statement is provided or made available to you.

Will Plan expenses be deducted from my account balance?

The Plan may pay some or all Plan related expenses except for a limited category of expenses, known as "settlor expenses," which the law requires the employer to pay. Generally, settlor expenses relate to the design, establishment or termination of the Plan. See the Plan Administrator for more details. The expenses charged to the Plan may be charged pro rata to each Participant in relation to the size of each Participant's account balance or may be charged equally to each Participant. In addition, some types of expenses may be charged only to some Participants based upon their use of a Plan feature or receipt of a plan distribution. Finally, the Plan may charge expenses in a different manner as to Participants who have terminated employment with the Employer versus those Participants who remain employed with the Employer.

ARTICLE VI
VESTING

What is my vested interest in my account?

The term "vesting" refers to your nonforfeitable right to the money in your account.

100% vested contributions. You are always 100% vested (which means that you are entitled to all of the amounts) in your accounts attributable to the following contributions:

- elective deferrals including pre-tax contributions, Roth after-tax contributions and catch-up contributions
- rollover contributions
- matching contributions

Vesting schedules. Certain Employer contributions are subject to a vesting schedule. Your "vested percentage" for certain Employer contributions is based on your Periods of Service (defined below). This means at the time you stop working, your account balance attributable to contributions subject to a vesting schedule is multiplied by your vested percentage. The result, when added to the amounts that are always 100% vested as shown above, is your vested interest in the Plan, which is what you will actually receive from the Plan.

Discretionary Nonelective Contributions

Your "vested percentage" in your account attributable to any nonelective contributions made by your Employer for Plan Years beginning on or after January 1, 2021 is determined under the following schedule. You will always, however, be 100% vested in your nonelective contributions if you are employed on or after your Normal Retirement Age or if you terminate employment on account of your death, or if you terminate employment as a result of becoming disabled.

Vesting Schedule
Nonelective Contributions

Periods of Service	Percentage
Less than 1	0%
1	33%
2	67%
3	100%

Note, if you have historical profit sharing contributions that were made before 2011, those contributions vested according to the following schedule: 1 Year of Service - 0%; 2 Years of Service - 20%; 3 Years of Service - 40%; 4 Years of Service - 60%; 5 Years of Service - 80%; 6 Years of Service - 100%. All current participants under the Plan who have these historic profit sharing contributions are fully vested in these contributions.

How is my service determined for vesting purposes?

Your vesting percentage is determined based on your Periods of Service. You will be credited with a Period of Service for each twelve-month period from your date of hire until the date your employment terminates. The Plan Administrator will track your service and will credit you with a Period of Service in accordance with the terms of the Plan. If you have any questions regarding your vesting service, you should contact the Plan Administrator.

What service is counted for vesting purposes?

Service with the Employer. In calculating your vested percentage, all service you perform for the Employer will generally be counted.

Service with another Employer. For vesting purposes, your Periods of Service with Rivian, LLC and Rivian Insurance, LLC may be counted.

Military Service. If you are a veteran and are reemployed under the Uniformed Services Employment and Reemployment Rights Act of 1994, your qualified military service may be considered service with the Employer. If you may be affected by this law, ask the Plan Administrator for further details.

What are forfeitures and how are they allocated?

If a participant terminates employment before being fully vested, then the non-vested portion of the terminated participant's account balance remains in the Plan and will be forfeited as described below (amounts that are forfeited are called "forfeitures"). Forfeitures may be used by the Plan to pay plan expenses, to reduce any nonelective contribution or to reduce any matching contribution.

What happens to my non-vested account balance if I'm rehired?

If you have no vested interest in the Plan when you leave, your account balance will be forfeited. However, if you are rehired before incurring five consecutive Breaks in Service, your account balance as of the date of your termination of employment will be restored, unadjusted for any gains or losses.

If you are partially vested in your account balance when you leave, the non-vested portion of your account balance will be forfeited on the earlier of the date:

(a) of the distribution of your vested account balance, or
(b) when you incur five consecutive Breaks in Service.

If you received a distribution of your vested account balance and are rehired, you may have the right to repay this distribution. If you repay the entire amount of the distribution, your account balance with your forfeited amount may be restored. You must repay this distribution within five years from your date of rehire, or, if earlier, before you incur five consecutive Breaks in Service. If you were 100% vested when you left, you do not have the opportunity to repay your distribution.

What happens if the Plan becomes a "top-heavy plan"?

Top-heavy plan. A retirement plan that primarily benefits "key employees" is called a "top-heavy plan." Key employees are certain owners or officers of the Employer. A plan is generally a "top-heavy plan" when more than 60% of the plan assets are attributable to key employees. Each year, the Plan Administrator is responsible for determining whether the Plan is a "top-heavy plan."

Top-heavy rules. If the Plan becomes top-heavy in any Plan Year, then non-key employees may be entitled to certain "top-heavy minimum benefits," and other special rules will apply. These top-heavy rules include the following:

- The Employer may be required to make a contribution on your behalf in order to provide you with at least "top-heavy minimum benefits."
- If you are a participant in more than one Plan, you may not be entitled to "top-heavy minimum benefits" under both Plans.

ARTICLE VII
IN-SERVICE WITHDRAWALS

Can I withdraw money from my account while working for an Employer?

Generally, there are several ways to access your money while you are still working, as described in this Section. Each type of withdrawal allows you to access different portions of your account balance, and different restrictions may apply. An in-service distribution is made at your election subject to possible administrative limitations on the frequency and actual timing of such distributions.

Generally you may receive a distribution from certain accounts prior to termination of employment provided you satisfy any of the following conditions:

- You have attained age 59 1/2. Satisfying this condition allows you to receive distributions from all contribution accounts.

- You have incurred a financial hardship as described below.
- You incur a disability (as defined in the Plan). Satisfying this condition allows you to receive distributions from all contribution sources under the Plan.

Can I withdraw money from my account after reaching a certain age?

If you have reached age 59½, then you may elect to withdraw all or a portion of your entire vested accounts while you are still employed by your Employer.

Can I withdraw money from my account in the event of financial hardship?

Hardship distributions. You may withdraw money from your account as a result of a financial hardship. In accordance with Internal Revenue Service regulations, you must first exhaust all other assets reasonably available to you prior to obtaining a hardship withdrawal. This includes obtaining any in-service withdrawal(s) available from your account, other than Plan loans. Your hardship application may be made directly through Empower and is subject to an approval process. You will be required to provide information specific to the hardship reason and documentation required to substantiate your hardship. Hardship withdrawals will be subject to the 10% nonperiodic income tax withholding rate unless you elect out of the withholding.

Qualifying expenses. If you qualify, you may apply for a hardship withdrawal to satisfy the following needs:

1. Expenses for medical care (described in Section 213(d) of the Internal Revenue Code) for you, your spouse or your dependents.

2. Costs directly related to the purchase of your principal residence (excluding mortgage payments).

3. Tuition, related educational fees, and room and board expenses for the next twelve (12) months of post-secondary education for you, your spouse, your children or your dependents.

4. Amounts necessary to prevent your eviction from your principal residence or foreclosure on the mortgage of your principal residence.

5. Payments for burial or funeral expenses for your deceased parent, spouse, children or dependents.

6. Expenses for the repair of damage to your principal residence (that would qualify for the casualty loss deduction under Internal Revenue Code Section 165) without regard to the limit on casualty losses that are deductible for income tax purposes under IRC 165(h) and whether the loss exceeds 10% of adjusted gross income.

7. Expenses for disasters arising from federally declared disasters, such as your expenses and losses (including loss of income) attributable to that disaster, provided your principal residence or place of employment was in an area FEMA designates as qualifying for individual assistance.

8. Any other immediate and heavy financial need as determined based on Internal Revenue Service regulations

Conditions. If you have any of the above expenses, a hardship distribution can only be made if you certify and agree that all of the following conditions are satisfied:

- The distribution is not in excess of the amount of your immediate and heavy financial need. The amount of your immediate and heavy financial need may include any amounts necessary to pay any federal, state, or local income taxes or penalties reasonably anticipated to result from the distribution.
- You have obtained all distributions, other than plan loans, currently available under all plans that the Employer maintains.
- You certify (via a form for that purpose) that you have insufficient cash or other liquid assets reasonably available to satisfy the need.

Account restrictions. You may request a hardship distribution only from the following accounts:

- pre-tax 401(k) deferral account plus earnings
- Roth 401(k) deferral account plus earnings
- qualified nonelective employer contributions (known as "QNECs")

Can I withdraw money from my account if I become Disabled?

If you become disabled, then you may elect to withdraw all or a portion of your entire vested accounts, even if you are still considered to be employed by your Employer.

Definition of disability. Under the Plan, disability is defined as a physical or mental condition resulting from bodily injury, disease, or mental disorder which renders you incapable of continuing any gainful occupation and which constitutes total disability under the federal Social Security Act.

Are there any other situations where I may be able to take a withdrawal?

Qualified reservist distributions. If you: (i) are a reservist or National Guardsman; (ii) were/are called to active duty after September 11, 2001; and (iii) were/are called to duty for at least 180 days or for an indefinite period, you may take a distribution of your elective deferrals under the Plan while you are on active duty, regardless of your age. The 10% premature distribution penalty tax, normally applicable to Plan distributions made before you reach age 59 1/2, will not apply to the distribution. You also may repay the distribution to an IRA, without limiting amounts you otherwise could contribute to the IRA, provided you make the repayment within 2 years following your completion of active duty.

Distributions for deemed severance of employment. If you are on active duty for more than 30 days, then the Plan generally treats you as having severed employment for purposes of receiving a distribution from elective deferrals. This means that you may request a distribution from elective deferrals from the Plan. If you request a distribution on account of this deemed severance of employment, then you are not permitted to make any contributions to the Plan for six (6) months after the date of the distribution.

How do I request a withdrawal?

You may visit MyRivian401(k).com or contact Empower by calling 855-756-4738 to take a withdrawal from the Plan while you are still working. In general, the amount of any taxable withdrawal other than the return of your non-Roth after-tax contributions that is not rolled over into an Individual Retirement Account or another qualified employer retirement plan will be subject to 20% federal tax withholding and applicable state income taxes. A 10% Internal Revenue Code early withdrawal penalty tax may apply to the amount of your withdrawal if you are under the age of 59½ and do not meet one of the Internal Revenue Code exceptions. For information regarding the taxation of amounts attributable to Roth contributions, see Article IX of the SPD.

ARTICLE VIII
DISTRIBUTIONS UPON TERMINATION OF EMPLOYMENT

When can I get money out of the Plan?

You may receive a distribution of the vested portion of some or all of your accounts in the Plan when you terminate employment with the Employer (and any related employer) for any reason, including retirement, death or if you voluntarily leave.

The Plan has different rules regarding the time and form of payment depending on the balance in your account.

More than $5,000. If your vested account balance exceeds $5,000, your consent is required to distribute your account. You may elect to have your vested account balance distributed to you as soon as administratively feasible following your termination of employment, or you may elect to postpone your distribution until your "required beginning date" described below. You may elect to receive your distribution at any time in one of the following forms:

- a single lump sum payment in cash
- partial distributions.

For purposes of this Article, in determining whether your vested account balance exceeds the $5,000 dollar threshold, rollovers contributions (and any earnings allocable to "rollover" contributions) will be taken into account.

$5,000 or Less. If your vested account balance does not exceed $5,000, the Plan will automatically distribute your account in a lump sum without your consent. However, if the amount of the distribution exceeds $1,000 (including any rollover contribution) and you do not elect to either receive or roll over the distribution, your distribution will be directly rolled over to an IRA.

If a mandatory distribution is being made to you and your vested account balance exceeds $1,000, but does not exceed $5,000 (including any rollover contribution), you may elect whether to receive the distribution or to roll over the distribution to another retirement plan such as an

IRA. If you do not elect either to receive or to roll over the distribution, the Plan automatically will roll over the distribution to an IRA. The IRA provider will invest the rollover funds in a type of investment designed to preserve principal and to provide a reasonable rate of return and liquidity (e.g., an interest-bearing account, a certificate of deposit or a money market fund). The IRA provider will charge your account for any expenses associated with the establishment and maintenance of the IRA and with the IRA investments. In addition, your beneficiary designation under the Plan, if any, will not apply to the rollover IRA. The IRA's terms will control in establishing a designated beneficiary under the IRA. You may transfer the IRA funds to any other IRA you choose. You may contact the Plan Administrator at the address and telephone number indicated in this SPD for further information regarding the Plan's automatic rollover provisions, the IRA provider and the fees and charges associated with the IRA. At the time of your termination of employment, the Plan Administrator will provide you with further information regarding your distribution rights.

What is Normal Retirement Age and what is the significance of reaching Normal Retirement Age?

You will attain your Normal Retirement Age when you reach age 65. You will become 100% vested in all of your accounts under the Plan (assuming you are not already fully vested) if you are employed on or after your Normal Retirement Age.

What happens if I terminate employment due to disability?

Payment of benefits. If you terminate employment because you become disabled, you will become 100% vested in all of your accounts under the Plan and the Plan will distribute your account balance in the same manner as for any other non-death related termination.

Required beginning date. As described above, you may delay the distribution of your vested account balance in certain situations. However, if you elect to delay the distribution of your vested account balance, there are rules that require that certain minimum distributions be made from the Plan. If you are a 5% owner, distributions are required to begin no later than the April 1st following the end of the year in which you reach age 72 (70 1/2 for those participants who attained that age before January 1, 2020). If you are not a 5% owner, distributions are required to begin no later than the April 1st following the later of the end of the year in which you reach age 72 (70 1/2 for those participants who attained that age before January 1, 2020) or terminate employment. You should see the Plan Administrator if you think you may be affected by these rules.

What happens if I die while working for the Employer?

If you are a Participant in the Plan and die, your vested Account balance, if any, will be paid to your designated beneficiary or beneficiaries. You may designate a beneficiary or beneficiaries online through the Empower website, however, if you are married and want to designate someone other than your spouse as your primary beneficiary, you must print a form from the website and your spouse must consent to this designation by signing the form. His/her signature must be witnessed as described on the form.

Who is my beneficiary?

Married Participant. If you are married at the time of your death, your spouse will automatically be your beneficiary unless you designate in writing a different beneficiary. IF YOU WISH TO DESIGNATE A BENEFICIARY OTHER THAN YOUR SPOUSE, YOUR SPOUSE MUST IRREVOCABLY CONSENT TO WAIVE ANY RIGHT TO THE DEATH BENEFIT. YOUR SPOUSE'S CONSENT MUST BE IN WRITING, BE WITNESSED BY A NOTARY OR A PLAN REPRESENTATIVE AND ACKNOWLEDGE THE SPECIFIC NON-SPOUSE BENEFICIARY. If you are married, your spouse has certain rights to the death benefit. You should immediately report any change in your marital status to the Plan Administrator.

Unmarried Participant. If you are not married, you may designate a beneficiary of your choosing.

How do I change my beneficiary designation?

If, with spousal consent as required, you have designated someone other than your spouse as beneficiary and now wish to change your designation, contact Empower for details. In addition, you may elect a beneficiary other than your spouse without your spouse's consent if your spouse cannot be located.

Divorce. A divorce decree automatically revokes your designation of your spouse or former spouse as your beneficiary under the Plan unless a Qualified Domestic Relations Order provides otherwise. You should complete a form to make a new beneficiary designation if a divorce decree is issued. See the Plan Administrator for details if you think you may be affected by this provision.

What if I do not designate a beneficiary?

At the time of your death, if you have not designated a beneficiary or the individual named as your beneficiary is not alive, your benefit will be paid to your surviving spouse. If you do not have a surviving spouse, your benefit will be paid to your estate.

How will the death benefit be paid to my beneficiary?

The form of payment of the death benefit will be in cash. If the death benefit payable to a beneficiary does not exceed $5,000, then the benefit may only be paid as a lump sum. If the death benefit exceeds $5,000, your beneficiary may elect to have the death benefit paid in:

- A single lump-sum payment in cash
- Partial distributions. Your beneficiary may request a distribution of some or all of the death benefit, at any time following your death, subject to any reasonable limits the Plan Administrator may impose. Each such distribution must be at least equal to the required minimum distribution amount.

Timing of distribution. Payment of the death benefit must begin by the end of the calendar year which follows the year of your death if your designated beneficiary is a person, unless you die before your required beginning date and your designated beneficiary elects to have the entire death benefit paid by the end of the fifth year following the year of your death as indicated below. If your designated beneficiary is not a person, then your entire death benefit must generally be paid within five years after your death.

When must the last payment be made to my beneficiary (required minimum distributions)?

The law generally restricts the ability of a retirement plan to be used as a method of deferring taxation for an unlimited period beyond the participant's life. Thus, there are rules that are designed to ensure that death benefits are distributable to beneficiaries within certain time periods.

What happens if I terminate employment, commence payments and then die before receiving all of my benefits?

Your beneficiary will be entitled to your remaining vested interest in the Plan at the time of your death. See the Plan Administrator for more information regarding the timing and method of payments that apply to your beneficiary. The provision in the Plan providing for full vesting of your benefit upon death does not apply if you die after terminating employment.

ARTICLE IX
TAX TREATMENT OF DISTRIBUTIONS

What are my tax consequences when I receive a distribution from the Plan?

In general, any distribution paid directly to you will be subject to mandatory Federal income tax withholding of 20% of the taxable distribution and the remaining amount will be paid to you. You cannot elect out of this tax withholding but you can avoid it by electing a direct rollover distribution as described below. Subject to certain exceptions, the entire amount of your account under the Plan attributable to Roth after-tax contributions will be distributed to you free from Federal income tax (including the earnings portion) if the distribution is a "qualified distribution." In order to be a Qualified Distribution, distribution must occur after the five taxable year period beginning with the first taxable year you made a designated Roth contribution to the Plan (or to a plan you previously participated in, if earlier, if amounts attributable to those previous Roth contributions were directly rolled over to this Plan), provided the distribution is also made:

- On or after you attain age 59 ½ or
- To your beneficiary (or estate) on or after your death; or
- Pursuant to your being disabled.

You may rollover the taxable distribution you receive to an Individual Retirement Account (IRA) or your new employer's qualified plan, if it accepts rollover contributions and you roll over this distribution within 60 days after receipt. You will not be taxed on any amounts timely rolled over into the IRA or your new employer's qualified Plan until those amounts are later distributed to you. Any amounts not rolled over may also be subject to certain early withdrawal penalties prescribed under the Internal Revenue Code.

Generally, you must include any Plan distribution in your taxable income in the year in which you receive the distribution. The tax treatment may also depend on your age when you receive the distribution. Certain distributions made to you when you are under age 59 ½ could be subject to an additional 10% tax unless an exception applies.

Can I elect a rollover to reduce or defer tax on my distribution?

Rollover or Direct Transfer. You may reduce, or defer entirely, the tax due on your distribution through use of one of the following methods:

(a) **60-day rollover.** You may roll over all or a portion of the distribution to an Individual Retirement Account or Annuity (IRA) or another employer retirement plan willing to accept the rollover. This will result in no tax being due until you begin withdrawing funds from the IRA or other qualified employer plan. The rollover of the distribution, however, MUST be made within strict time frames (normally, within 60 days after you receive your distribution). Under certain circumstances, all or a portion of a distribution (such as a hardship distribution) may not qualify for this rollover treatment. In addition, most distributions will be subject to mandatory federal income tax withholding at a rate of 20%. This will reduce the amount you actually receive. For this reason, if you wish to roll over all or a portion of your distribution amount, then the direct rollover option described in paragraph (b) below would be the better choice.

(b) **Direct rollover.** For most distributions, you may request that a direct transfer (sometimes referred to as a direct rollover) of all or a portion of a distribution be made to either an Individual Retirement Account or Annuity (IRA) or another employer retirement plan willing to accept the transfer (See the question entitled "What are the In-Plan Roth Rollover Contributions?" for special rules on In-Plan Roth Rollovers). A direct transfer will generally result in no tax being due (unless you roll pre-tax accounts directly to a Roth IRA) until you withdraw funds from the IRA or other employer plan. Like the rollover, under certain circumstances all or a portion of the amount to be distributed may not qualify for this direct transfer. If you elect to actually receive the distribution rather than request a direct transfer, then in most cases 20% of the distribution amount will be withheld for federal income tax purposes.

Tax Notice. WHENEVER YOU RECEIVE A DISTRIBUTION THAT IS AN ELIGIBLE ROLLOVER DISTRIBUTION, THE PLAN ADMINISTRATOR WILL DELIVER TO YOU A MORE DETAILED EXPLANATION OF THESE OPTIONS. HOWEVER, THE RULES WHICH DETERMINE WHETHER YOU QUALIFY FOR FAVORABLE TAX TREATMENT ARE VERY COMPLEX. YOU SHOULD CONSULT WITH QUALIFIED TAX COUNSEL BEFORE MAKING A CHOICE.

ARTICLE X
PLAN LOANS

Is it possible to borrow money from my Plan account?

Yes. Loans are permitted in accordance with the Plan Loan Policy. If you wish to receive a copy of the Loan Policy, please contact the Plan Administrator.

ARTICLE XI
CLAIMS PROCEDURES

How do I submit a claim for Plan benefits?

A Plan participant or beneficiary may make a claim for benefits under the Plan. Any such claim you file must be submitted to the Plan Administrator in a form and manner acceptable to the Plan Administrator. Contact the Plan Administrator for more information.

The Plan may offer additional voluntary appeal and/or mandatory arbitration procedures other than those described below. If applicable, the Plan will not assert that you failed to exhaust administrative remedies for failure to use the voluntary procedures, any statute of limitations or other defense based on timeliness is tolled during the time a voluntary appeal is pending; and the voluntary process is available only after exhaustion of the appeals process described in this section. If mandatory arbitration is offered by the Plan, the arbitration must be conducted instead of the appeal process described in this section, and you are not precluded from challenging the decision under ERISA §501(a) or other applicable law.

What if my claim is denied?

A claim for Plan benefits will be subject to a full and fair review. If your claim is wholly or partially denied, the Plan Administrator will provide you with a written or electronic notification of the Plan's adverse determination. This written or electronic notification must be provided to you within a reasonable period of time, but not later than 90 days after the receipt of your claim by the Plan Administrator, unless the Plan Administrator determines that special circumstances require an extension of time for processing your claim. If the Plan Administrator determines that an extension of time for processing is required, written notice of the extension will be furnished to you prior to the termination of the initial 90-day period. In no event will such extension exceed a period of 90 days from the end of such initial period. The extension notice will indicate the special circumstances requiring an extension of time and the date by which the Plan expects to render the benefit determination.

If the Plan Administrator determines that all or part of the claim should be denied (an "adverse benefit determination"), it will disclose to you in writing the following:

(a) The specific reason or reasons for the adverse determination.
(b) Reference to the specific Plan provisions on which the determination was based.

(c) A description of any additional material or information necessary for you to perfect the claim and an explanation of why such material or information is necessary.

(d) A description of the Plan's review procedures and the time limits applicable to such procedures. This will include a statement of your right to bring a civil action under section 502(a) of ERISA following an adverse benefit determination on review.

If your claim has been denied, and you want to submit your claim for review, you must follow the claims review procedure in the next question.

What is the claims review procedure?

Upon the denial of your claim for benefits, you may appeal the denial of your claim, in writing, with the Plan Administrator.

(a) YOU MUST FILE THE CLAIM FOR REVIEW NO LATER THAN 60 DAYS AFTER YOU HAVE RECEIVED WRITTEN NOTIFICATION OF THE DENIAL OF YOUR CLAIM FOR BENEFITS.

(b) You may submit written comments, documents, records, and other information relating to your claim for benefits.

(c) You will be provided, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits.

(d) Your claim for review will be given a full and fair review. This review will take into account all comments, documents, records, and other information submitted by you relating to your claim, without regard to whether such information was submitted or considered in the initial benefit determination.

The Plan Administrator will provide you with written or electronic notification of the Plan's benefit determination on review. The Plan Administrator must provide you with notification of this denial within 60 days after the Plan Administrator's receipt of your written claim for review, unless the Plan Administrator determines that special circumstances require an extension of time for processing your claim. In such a case, you will be notified, before the end of the initial review period, of the special circumstances requiring the extension and the date a decision is expected. If an extension is provided, the Plan Administrator must notify you of the determination on review no later than 120 days. The Plan Administrator will provide written or electronic notification to you. If the initial adverse benefit determination is upheld on review, the notice will include:

(a) The specific reason or reasons for the adverse determination.

(b) Reference to the specific Plan provisions on which the benefit determination was based.

A statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your claim for benefits.

If you have a claim for benefits which is denied, then you may file suit in a state or Federal court. However, in order to do so, you must file the suit no later than 180 days after the date of the Plan Administrator's final determination denying your claim.

What are my rights as a Plan participant?

As a participant in the Plan you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants are entitled to:

(a) Examine, without charge, at the Plan Administrator's office and at other specified locations, all documents governing the Plan, including collective bargaining agreements and insurance contracts, if any, 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.

(b) Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including collective bargaining agreements and insurance contracts, if any, 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.

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including the Employer or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a pension benefit or exercising your rights under ERISA.

If your claim for a pension 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 $110.00 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 or a medical child support order, you may file suit in Federal court. You and your beneficiaries can obtain, without charge, a copy of the Plan's QDRO procedures from the Plan Administrator.

If it should happen that the Plan's 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, it finds your claim is frivolous.

What can I do if I have questions or my rights are violated?

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 the 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.

ARTICLE XII
MISCELLANEOUS PROVISIONS

Benefits Not Insured.

Benefits provided by the Plan are not insured or guaranteed by the Pension Benefit Guaranty Corporation under Title IV of the Employee Retirement Income Security Act of 1974 because the insurance provisions under ERISA are not applicable to this particular Plan. You will only be entitled to the vested benefits in your account based upon the provisions of the Plan and the value of your account will be subject to investment gains and losses.

Attachment of Your Account.

Your Account may not be attached, garnished, assigned or used as collateral for a loan outside of this Plan except to the extent required by law. Your creditors may not attach, garnish or otherwise interfere with your Account balance except in the case of a proper Internal Revenue Service tax levy or a Qualified Domestic Relations Order (QDRO). A QDRO is a special order issued by the court in a divorce, child support or similar proceeding. In this situation, your spouse, or former spouse, or someone other than you or your Beneficiary, may be entitled to a portion or all of your Account balance based on the court order. Participants and beneficiaries can obtain, without a charge, a copy of QDRO procedures either by contacting the Plan Administrator.

Plan to Plan Transfer of Assets.

The Plan Sponsor may direct the Trustee to transfer all or a portion of the assets in the account of designated Participants to another plan or plans maintained by your Employer or other employers subject to certain restrictions. The plan receiving the funds must contain a provision allowing the transfer and preserve any benefits required to be protected under existing laws and regulations. In addition, a Participant's vested account balance may not be decreased as a result of the transfer to another plan.

Plan Amendment.

The Plan Sponsor reserves the authority to amend certain provisions of the Plan by taking the appropriate action. However, any amendment may not eliminate certain forms of benefits under the Plan or reduce the existing vested percentage of your account balance derived from Employer contributions.

Plan Termination.

The Plan Sponsor has no legal or contractual obligation to make annual contributions to or to continue the Plan. The Plan Sponsor reserves the right to terminate the Plan at any time by taking appropriate action as circumstances may dictate. In the event the Plan should terminate, each Participant affected by such termination shall have a vested interest in his account of 100 percent. The Plan Administrator will facilitate the distribution of account balances in single lump sum payments to each Participant in accordance with Plan provisions until all assets have been distributed by the Trustee.

Interpretation of Plan.

The Plan Administrator has the power and discretionary authority to construe the terms of the Plan based on the Plan document, existing laws and regulations and to determine all questions that arise under it. Such power and authority include, for example, the administrative discretion necessary to resolve issues with respect to an Employee's eligibility for benefits, credited services, and retirement, or to interpret any other term contained in Plan documents. The Plan Administrator's interpretations and determinations are binding on all Participants, Employees, former Employees, and their beneficiaries.

Electronic Delivery.

This SPD and other important Plan information may be delivered to you through electronic means. This SPD contains important information concerning the rights and benefits of your Plan. If you receive this SPD (or any other Plan information) through electronic means you are entitled to request a paper copy of this document, free of charge, from the Plan Administrator. The electronic version of this document contains substantially the same style, format and content as the paper version.

Your Password and Security.

Your Account information is personal and confidential. Your username and password give you access to your personalized benefits information through Empower.

You have a role in ensuring that your Account information remains confidential. To protect the security of your account, it is critical that you establish a unique username and password. Your password should contain at least eight characters and combine letters, numerals, and symbols. Avoid using the same user ID and password for your financial accounts as you do for other sites. Do not share your password with anyone or leave it in places where it can easily be found. You should change your password regularly. In addition, when you are logged on to your Account, be sure to log out before leaving your computer unattended.

Empower has a number of features available to you to protect the security of your Account, as described on Empower's website at MyRivian401k.com (select "Security Tips" and then "For Your Protection").

ARTICLE XIII
GENERAL INFORMATION ABOUT THE PLAN

There is certain general information which you may need to know about the Plan. This information has been summarized below.

Plan Name.

The full name of the Plan is Rivian, LLC 401(k) Plan.

Plan Number.

The three digit IRS number for the Plan is 001.

Plan Effective Dates.

This Plan was originally effective on January 1, 1994. The amended and restated provisions of the Plan become effective on January 1, 2022.

Plan Type.

The Plan is a defined contribution plan with a 401(k) deferral arrangement.

Plan Year.

The Plan Year is the twelve-month period that ends on December 31st.

The Plan will be governed by the laws of the state of the Employer's principal place of business to the extent not governed by federal law.

Service of Process.

Service of legal process may be made upon the Employer. Service of legal process may also be made upon the Trustee or Plan Administrator.

Employer Information.

The name and address of the Employer is:

Rivian, LLC
14600 Myford Road
Irvine, California 92606
(888) 748-4261
EIN: 84-4942307

The following related employers also participate in the Plan:

Rivian Automotive, LLC
EIN: 47-3556480

Rivian Insurance Services, LLC
EIN: 85-0757358

Plan Administrator Information.

The Plan Administrator is responsible for the day-to-day administration and operation of the Plan. For example, the Plan Administrator maintains the Plan records, including your account information, provides you with the forms you need to complete for Plan participation, and directs the payment of your account at the appropriate time. The Plan Administrator will also allow you to review the formal Plan document and certain other materials related to the Plan. If you have any questions about the Plan or your participation, you should contact the Plan Administrator. The Plan Administrator may designate other parties to perform some duties of the Plan Administrator.

The name, address and business telephone number of the Plan's Administrator is:

Rivian LLC Employee Benefit Plan Committee
14600 Myford Road
Irvine, California 92606
(888) 748-4261

Plan Trustee Information and Plan Funding Medium.

According to the terms of the Plan, all contributions are deposited to a trust fund managed by the Trustee according to the terms of the Trust Agreement. All contributions are invested by the Trustee in the available investment options, in accordance with your instructions, and as described in this SPD.

The Plan's Trustee is:

Great-West Trust Company, LLC
8515 East Orchard Road
Greenwood Village, Colorado 80111
Telephone: (877) 694-4015

Recordkeeper.

Empower is the recordkeeper of the Plan. To view your account, make changes to investments, or perform transactions described in this SPD, please visit the participant's website at MyRivian401k.com or call Empower at 855-756-4738.