

**CSL Behring L.L.C.**  
**Deferred Compensation Plan**

**As Amended and Restated, Effective June 1, 2022**

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## **PURPOSE AND BACKGROUND**

The purpose of the CSL Behring L.L.C. Deferred Compensation Plan (the “Plan”) is to permit eligible employees to elect to defer receipt of compensation which would otherwise be payable to them currently as annual base pay or bonuses and the Employer, from time to time, to make discretionary contributions on behalf of designated eligible employees. The Plan is intended to be a “plan which is unfunded and is maintained by an employer primarily for the purpose of providing deferred compensation for a select group of management or highly compensated employees” within the meaning of Sections 201(2), 301(a)(3) and 401(a)(1) of the Employee Retirement Income Security Act of 1974, as amended, and is further intended to conform with the requirements of Internal Revenue Code Section 409A and shall be implemented and administered in a manner consistent therewith. The Plan was originally effective on July 1, 2005.

In connection with an administrative reorganization of retirement benefits, effective June 1, 2022, Seqirus, Inc. (“Seqirus”), an affiliate of the Plan Sponsor, transferred sponsorship of two nonqualified deferred compensation plans maintained by Seqirus, the Seqirus, Inc. Restoration Plan (the “Seqirus Restoration Plan”) and the Seqirus, Inc. Deferred Compensation Plan (the “Seqirus Deferred Compensation Plan,” and together with the Seqirus Restoration Plan, the “Seqirus Plans”) to CSLB Holdings Inc. (“CSLB Holdings”), another affiliate of the Plan Sponsor. CSLB Holdings then transferred sponsorship of the Seqirus Plans to the Plan Sponsor, and the Plan Sponsor caused the Seqirus Plans to merge with and into this Plan, effective June 1, 2022. Certain provisions of the Seqirus Plans that continue to apply on and after June 1, 2022 to any benefits attributable to the Seqirus Plans are set forth in Appendix A to this Plan.

## ARTICLE 1 - DEFINITIONS

Pronouns used in the Plan are in the masculine gender but include the feminine gender unless the context clearly indicates otherwise. Wherever used herein, the following terms have the meanings set forth below, unless a different meaning is clearly required by the context:

- 1.1 **“Account”** means an account established for the purpose of recording amounts credited on behalf of a Participant and any income, expenses, gains, losses or distributions included thereon. The Account shall be a bookkeeping entry only and shall be utilized solely as a device for the measurement and determination of the amounts to be paid to a Participant pursuant to the Plan.
- 1.2 **“Administrator”** means the Employer, or such other person or persons designated by the Employer to be responsible for the administration of the Plan.
- 1.3 **“Appendix A Amounts”** means amounts that were deferred under the Seqirus Deferred Compensation Plan or the Seqirus Restoration Plan as of May 31, 2022, and any investment earnings accumulated under this Plan with respect to such amounts after May 31, 2022. Appendix A amounts are addressed in Appendix A to this Plan.
- 1.4 **“Base Pay”** means the basic or regular rate of per payroll period remuneration paid to the Participant by the Employer.
- 1.5 **“Beneficiary”** means the persons, trusts, estates or other entities entitled under Section 6.2 to receive benefits under the Plan upon the death of a Participant.
- 1.6 **“Board”** means the Board of Directors of the Plan Sponsor.

- 1.7 “Bonus”** means an amount of incentive remuneration payable by the Employer to a Participant under an incentive program designated as eligible for deferral under the Plan by the Employer.
- 1.8 “Change in Control”** means the occurrence of an event involving the Employer or a Relevant Corporation that is described in Section 8.5.
- 1.9 “Code”** means the Internal Revenue Code of 1986, as amended from time to time.
- 1.10 “CSLB Holdings”** means CSLB Holdings, Inc., an affiliate of the Plan Sponsor.
- 1.11 “Elective Account Balance Plan”** means any arrangement of the Employer or a Related Employer that is an elective account balance plan as described in Section 1.409A-1(c)(2)(A) of the Treasury regulations promulgated under Section 409A of the Code.
- 1.12 “Eligible Employee”** means an employee of the Employer who is determined by the Employer to be a member of a select group of management or highly compensated employees within the meaning of Sections 201(2), 301(a)(3) and 401(a)(1) of ERISA and who is designated by the Employer as an Eligible Employee for purposes of the Plan. Notwithstanding the foregoing, employees of the Employer who are expatriate employees who have transferred from a non-U.S. Related Employer shall not be Eligible Employees.
- 1.13 “Employer”** means the Plan Sponsor and any other entity which is authorized by the Plan Sponsor to participate in and, in fact, does adopt the Plan.
- 1.14 “ERISA”** means the Employee Retirement Income Security Act of 1974, as from time to time amended.

- 1.15 “Initial Election”** means an Eligible Employee’s original election under Section 3.5 and Section 3.6 as to the time and form payment of his or her benefit under the Plan.
- 1.16 “Key Employee”** means an Eligible Employee who is a Participant in the Plan.
- 1.17 “Non-Elective Account Balance Plan”** means any arrangement of the Employer or a Related Party that is a non-elective account balance plan as described in Section 1.409A-1(c)(2)(B) of the Treasury regulations promulgated under Section 409A of the Code.
- 1.18 “Participant”** means any Eligible Employee who participates in the Plan in accordance with Article 2.
- 1.19 “Plan”** means the CSL Behring L.L.C. Deferred Compensation Plan as set forth herein and as it may be amended from time to time.
- 1.20 “Plan Sponsor”** means CSL Behring L.L.C.
- 1.21 “Plan Year”** means the 12-consecutive month period beginning January 1<sup>st</sup> and ending December 31<sup>st</sup>. The initial Plan Year begins on July 1, 2005 and ends on December 31, 2005.
- 1.22 “Related Employer”** means the Employer and (a) any corporation that is a member of a controlled group of corporations as defined in Section 414(b) of the Code that includes the Employer, applying a 50% threshold in Section 1563(a)(1), (2) and (3) of the Code for purposes of determining a controlled group of corporations under Section 414(b) and (b) any trade or business that is under common control as defined in Section 414(c) of the



Code that includes the Employer, applying a 50% threshold in Section 1.414(c)-2 of the Treasury regulations promulgated under Section 414(c) of the Code.

- 1.23** “**Relevant Corporation**” has the meaning given in Section 8.5.
- 1.24** “**Retirement**” means the date an Eligible Employee has both attained age 55 and completed sixty months of service for the Employer.
- 1.25** “**Section 409A**” means Section 409A of the Internal Revenue Code of 1986, as amended.
- 1.26** “**Separation from Service**” means the date that the Participant terminates from employment with all entities comprising the Related Employer for any reason excluding death.
- 1.27** “**Seqirus**” means Seqirus, Inc., an affiliate of the Plan Sponsor, and the former plan sponsor for the Seqirus Plans. “**Seqirus Deferred Compensation Plan**” means the Seqirus, Inc. Deferred Compensation Plan, which was merged with and into this Plan effective June 1, 2022. Provisions relating to the Seqirus Deferred Compensation Plan are set forth in Appendix A.
- 1.29** “**Seqirus Plans**” means the Seqirus Deferred Compensation Plan and the Seqirus Restoration Plan.
- 1.30** “**Seqirus Restoration Plan**” means the Seqirus, Inc. Restoration Plan, which was merged with and into this Plan effective June 1, 2022. Provisions relating to the Seqirus Restoration Plan are set forth in Appendix A.

**1.31 “Unforeseeable Financial Emergency”** means a severe financial hardship to the Participant resulting from (i) an illness or accident of the Participant, the Participant’s spouse, a dependent of the Participant, or the Participant’s designated Beneficiary, (ii) loss of the Participant’s property due to casualty, or (iii) such other extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Participant. The Participant is required to provide proof satisfactory to the Administrator with respect to the existence of an Unforeseeable Financial Emergency.

**1.32 “Valuation Date”** means each business day of the Plan Year and such other date(s) as the designated by the Employer.

## ARTICLE 2 - PARTICIPATION

- 2.1 Participation.** Each Eligible Employee shall become a Participant in the Plan by executing an election form in accordance with the provisions of Article 3 or by receiving an allocation of an Employer contribution.
- 2.2 Termination of Participation.** A Participant's participation in the Plan shall cease upon the distribution to him or her of the amount credited to his or her Account or upon his or her death prior to such distribution. In addition, the Administrator may terminate a Participant's participation in the Plan but any such termination at the discretion of the Administrator shall not take effect until the first day of the next Plan Year. Upon any termination of participation, a Participant's deferrals shall cease but the provisions of Article 7 shall continue to apply.

## **ARTICLE 3 - PARTICIPANT ELECTIONS**

**3.1 Election Forms.** In order to defer Base Pay or Bonus, an Eligible Employee must complete an election form that satisfies the provisions of this Article 3 and all other rules established from time to time by the Administrator. The election form generally must include (1) the amount of Base Pay and/or Bonus to be deferred and (2) the time and form of payment of such deferred amounts as well as any Employer contributions.

An election must be made during the period designated by the Administrator. Except as otherwise provided in this Article 3, such period must end before the first day of the Plan Year in which the Eligible Employee performs services relating to the compensation.

Election forms may be amended or revoked until the end of the election period designated by the Administrator. An Eligible Employee may cancel his or her election to defer Base Pay and/or Bonus during the Plan Year in which the Eligible Employee performs services relating to such compensation if, during such Plan Year, the Eligible Employee obtains a hardship withdrawal under the CSLB Holdings Inc. 401(k) Plan or experiences an Unforeseeable Financial Emergency.

An Eligible Employee must execute a new election form for each Plan Year for which the Eligible Employee elects to defer compensation. An Eligible Employee who does not timely execute an election form shall be deemed to have elected zero deferrals for such Plan Year.

**3.2 Election to Defer Base Pay.** An election to defer Base Pay must indicate the amount of Base Pay that the Eligible Employee elects to defer as a whole percentage of Base Pay up to 75%.

**3.3 Election to Defer Bonus.** An election to defer Bonus must indicate the amount of Bonus that the Eligible Employee elects to defer as

- (a) a whole percentage of Bonus up to 100%; or
- (b) flat dollar amount of Bonus; provided that the dollar amount may be no more than 100% of Bonus.

If the Bonus can be treated as “performance based compensation which is based upon services performed over a period of at least twelve months” as described in Code Section 409A(a)(4)(B)(iii) and Treasury Regulations promulgated thereunder, an election to defer the bonus must be executed no later than the date which is six months before the end of the performance period in which the Bonus is earned, provided that the Participant has been employed since the later of the beginning of the performance period or the date on which the performance criteria are established, or such other earlier date designated by the Administrator. (See Example #2 in Section 3.4.)

**3.4 Election upon Initial Eligibility.** In the Plan Year that an employee is first classified as an Eligible Employee (provided that the employee has not become eligible to participate in any Elective Account Balance Plan or Non-Elective Account Balance Plan of the Employer or a Related Employer in a prior Plan Year), the employee may elect to defer Base Pay and/or a Bonus earned for such Plan Year by executing an election form within the 30 day period beginning on the date the employee is classified or designated as an Eligible Employee. Such election shall apply only to (1) amounts of Base Pay attributable to services performed after the date such election is made and (2) the pro-rata portion of the Bonus attributable to services performed after the date such election is made. The following examples illustrate the application of these election rules.

*Example #1.* Employee A has been employed by an Employer for five years when she becomes eligible to participate in the Plan on August 25, 2020. Employee A does not participate in the annual bonus program. Employee A may elect no later than September 24, 2020 to make an election to defer Base Pay for services performed during the current Plan Year. If Employee A makes an election on September 24, 2020 to defer 5% of her Base Pay, that election will apply to Base Pay for services performed from September 25, 2020 through December 31, 2020.

*Example #2.* Assume the same facts as Example 1, except that Employee A participates in the Employer's annual (July 1 - June 30) bonus program. The annual bonus program qualifies as performance-based compensation under Section 409A and the performance criteria generally are established on September 20. Since Employee A has been continuously employed from the date the performance criteria are established (she was hired on August 25 before the performance criteria were established on September 20), Employee A may elect no later than December 31, 2020 (or some earlier date designated by the Administrator in accordance with Section 3.3) to defer the Bonus for the period of July 1, 2020 through June 30, 2021. In these circumstances, Employee A's Bonus deferral is not pro-rated.

*Example #3.* Employee B is hired on November 1, 2020 and is immediately eligible to participate in the Plan and in the Employer's annual bonus program described in Example #2. If the Employee had participated in the annual bonus program since July 1, 2020, he would have been eligible for a full bonus of \$120,000. However, because he is participating beginning on November 1, he is eligible for a pro-rata bonus of \$80,000. Since Employee B has not been continuously employed from the date the performance

criteria are established (he was hired on November 1, after the performance criteria were established on September 20), he must make an election by December 1, 2020 and such election may apply only to the pro-rata portion of the Bonus attributable to post-election services, or a pro-rata portion of his already pro-rated bonus (Section 3.4 applies). Thus, if Employee B makes an election on December 1, 2020 to defer 100% of his Bonus and he receives a Bonus of \$80,000 for the performance period, then no more than \$46,465 of his Bonus will be deferred ( $212 \text{ performance period days after the election} / 365 \times \$80,000$ ).

**3.5 Time of Payment.** Subject to Section 3.7, an Eligible Employee may elect to receive the annual amount of Base Pay or Bonus deferred or the annual Employer contribution credited (and any investment earnings attributable thereto) upon (1) the Eligible Employee's Separation from Service or (2) any specified date which is at least four years after the first day of the Plan Year to which the election form relates.

**3.6 Form of Payment.** Subject to Section 3.7, an Eligible Employee may elect to receive the annual amount of Base Pay or Bonus deferred or the annual Employer contribution credited (and any investment earnings attributable thereto) in (1) a single sum distribution in cash or (2) a series of substantially equal periodic payments in cash made over a period of up to five years (or if the Eligible Employee has a Separation from Service after Retirement, over a period of up to ten years). For purposes of Section 409A, and effective January 1, 2016, the right to a series of installment payments is to be treated as a series of separate payments.

### **3.7 Default Election Terms.**

- (a) Notwithstanding any election to the contrary, in the event that (1) the Participant incurs a Separation from Service before Retirement, or (2) the amount credited to a Participant's Account (excluding the amounts described in Appendix A) does not exceed \$50,000 at the time he or she incurs a Separation from Service (whether before or after Retirement), the balance of the Participant's Account (excluding the amounts described in Appendix A) shall be distributed in a lump sum upon such Separation from Service (regardless of whether the Participant was receiving installments at the time of such Separation from Service).
- (b) Notwithstanding the foregoing, a distribution or distributions to a Participant who is a Key Employee made on account of Separation from Service shall commence within thirty days following the first day of the seventh month after the Participant incurs a Separation from Service.
- (c) To the extent not otherwise indicated, lump sum distributions shall be made and installment payments shall commence within ninety days of the event or date that triggers the distribution or, if later, by the end of the calendar year in which such event or date occurs.
- (d) If an Employer contribution is credited to a Participant's Account during a Plan Year for which the Participant did not execute an election form in accordance with the provisions of this Article 3, the Participant will be deemed to have elected to receive the Employer contribution as a lump sum payment upon Separation from Service.



**3.8 Subsequent Election.** A Participant who has made an Initial Election under Sections 3.5 and 3.6 as to the timing and form of payment may make a subsequent election to change the time of his or her payment to any other later time permitted in Section 3.5; and/or make a subsequent election to change the form of his or her payment to any other form permitted in Section 3.6; provided that any subsequent election under this Section 3.8:

- (a) is made not later than twelve (12) months prior to the time of payment chosen by Participant in his or her Initial Election; and
- (b) the new time of payment elected by the Participant is a date occurring at least sixty (60) months after the time of payment chosen by Participant in his or her Initial Election.

A Participant may make more than one subsequent election under this Section 3.8 as to the annual amount of Base Pay or Bonus deferred or the annual Employer contribution credited (and any investment earnings attributable thereto), provided that in applying the rules set forth in subsections (a) and (b), above, the immediately preceding subsequent election under Section 3.8 (and the timing of payment selected therein) shall be substituted for the timing of payment chosen by the Participant in his or her Initial Election.

*Example #1.* On August 1, 2020, Employee A makes an Initial Election under Sections 3.5 and 3.6 to receive her benefit on January 1, 2025 as a single lump sum. Employee A may change her Initial Election no later than December 31, 2023 to receive her benefits (1) at a later date but not before January 1, 2030, and/or (2) as substantially equal periodic payments over a period of up to five years.

*Example #2.* Employee A makes an Initial Election on August 1, 2020 to receive her benefits on January 1, 2025, as a single lump sum. No later than December 31, 2023, Employee A makes a subsequent election to defer receipt of her benefits until April 1, 2030. Employee A may make another subsequent election to receive her benefit as periodic payments for up to five years. Employee A may also make another subsequent election to delay the date that she will begin receiving her benefits beyond April 1, 2030. If Employee A wishes to make a second subsequent election to delay her benefit, she must do so no later than March 31, 2029 and she may not elect to begin receiving benefits before April 1, 2035.

## **ARTICLE 4 - EMPLOYER CONTRIBUTION**

**4.1 Discretionary Contributions.** For each Plan Year, the Employer, in its absolute discretion, shall determine the amount, if any, that shall be credited as an Employer contribution to the Account of each Participant. The Employer has the absolute discretion to determine which, if any, Participants shall be credited with an Employer contribution, the amount of each such Employer contribution, and the date as of which each such Employer contribution shall be credited to the respective Participant's Account.

## ARTICLE 5 - PARTICIPANT ACCOUNTS

- 5.1 Establishment of Account.** For accounting and computational purposes only, the Administrator will establish and maintain an Account for each Participant which will reflect the credits made pursuant to Section 5.2 and the adjustments provided in Section 5.4.
- 5.2 Credits to Account.** A Participant's Account will be credited for each Plan Year with (a) the amount of Base Pay and Bonus he or she elects to defer in accordance with the provisions of Article 3 at the time the amount subject to the deferral election would otherwise have been paid to him or her but for his or her election to defer; and (b) the amount of Employer contributions, if any, the Employer credits on his or her behalf at the time the Employer determines in its absolute discretion.
- 5.3 Investment Options.** The amount in a Participant's Account shall be treated as invested in the investment options designated for this purpose by the Administrator.
- 5.4 Adjustment of Accounts.** The amount in a Participant's Account shall be adjusted for hypothetical investment earnings or losses in an amount equal to the gains or losses reported for the investment options selected by the Participant or Beneficiary from among the investment options provided in Section 5.3. A Participant may, in accordance with rules and procedures established by the Administrator, change the investments to be used for the purpose of calculating future hypothetical investment adjustments to the Participant's Account or to future Participant deferrals or Employer contributions effective as of the Valuation Date coincident with or next following notice to the Administrator. The Account of each Participant shall be adjusted as of each Valuation

Date to reflect: (a) the hypothetical investment earnings and/or losses described above;  
(b) Participant deferrals and Employer contributions; and (c) distributions or withdrawals  
from the Account.

## ARTICLE 6 - RIGHT TO BENEFITS

**6.1 Vesting.** A Participant, at all times, has a 100% nonforfeitable interest in the amounts credited to his or her Account.

**6.2 Death.** The balance or remaining balance credited to a Participant's Account shall be paid to his or her Beneficiary in a single lump sum payment within 90 days or, if later, by the end of the calendar year of the Participant's death. If multiple Beneficiaries have been designated, each Beneficiary shall receive a single lump sum payment of his or her specified portion of the Account.

A Participant may designate a Beneficiary or Beneficiaries, or change any prior designation of Beneficiary or Beneficiaries in accordance with rules and procedures established by the Administrator.

A copy of the death notice or other sufficient documentation must be filed with and approved by the Administrator. If upon the death of the Participant there is, in the opinion of the Administrator, no designated Beneficiary for part or all of the Participant's Account such amount will be paid to his or her estate (such estate shall be deemed to be the Beneficiary for purposes of the Plan) in a single lump sum payment.

## ARTICLE 7 - DISTRIBUTION OF BENEFITS

- 7.1 Amount of Benefits.** The amounts credited to a Participant's Account as determined under Articles 5 and 6 shall determine and constitute the basis for the value of benefits payable to or on behalf of the Participant under the Plan.
- 7.2 Method and Timing of Distributions.** Distributions under the Plan shall be made at the time and in the manner specified (or deemed specified) by the Participant in accordance with the provisions of Article 3.
- 7.3 Unforeseeable Financial Emergency.** A Participant may withdraw all or a portion of his or her vested Account (including amounts described in Appendix A) in the event of an Unforeseeable Financial Emergency. Withdrawals in the event of an Unforeseeable Financial Emergency must be limited to the amount reasonably necessary to satisfy the emergency need (which may include amounts necessary to pay any Federal, state, local or foreign income taxes or penalties reasonably anticipated to result from the distribution). Upon approval of a withdrawal under this Section 7.3, the Participant's election to defer Base Pay and/or Bonus shall be cancelled for the remainder of the Plan Year. In order to restart such deferrals for the following Plan Year, the Participant must execute a new Election Form pursuant to Section 3.1 of the Plan.

## **ARTICLE 8 - AMENDMENT AND TERMINATION**

- 8.1 Amendment by Employer.** The Plan Sponsor reserves the right to amend the Plan (for itself and each Employer) through action of the Board (or its delegate). An amendment must be in writing and executed by an officer authorized to take such action. Each amendment shall be effective when approved by the Board (or its delegate) in its resolution. No amendment can directly or indirectly deprive any current or former Participant or Beneficiary of all or any portion of his or her Account which had accrued prior to the amendment.
- 8.2 Retroactive Amendments.** An amendment made by the Plan Sponsor in accordance with Section 8.1 may be made effective on a date prior to the first day of the Plan Year in which it is adopted if such amendment is necessary or appropriate to enable the Plan to satisfy the applicable requirements of the Code or ERISA or to conform the Plan to any change in federal law or to any regulations or ruling thereunder. Any retroactive amendment by the Plan Sponsor shall be subject to the provisions of Section 8.1.
- 8.3 Distribution Upon Termination of the Plan.** Except as provided in Section 8.4, the Plan may not be terminated before the date on which all amounts credited to all Participant Accounts have been distributed in accordance with Articles 6 and 7.
- 8.4 Plan Termination.** Notwithstanding anything to the contrary in Section 8.3, if the Plan Sponsor terminates this Plan with respect to all Participants or an Employer terminates this Plan with respect to its Participants, in each case pursuant to (a), (b) or (c) below, each Participant affected by the termination may receive a lump sum distribution of his or



her Account balance, determined as of the date of the termination of the Plan, subject to the terms described below.

- (a) Within thirty (30) days before, or twelve (12) months after a Change in Control, provided that all distributions are made no later than twelve (12) months following such termination of the Plan and further provided that all Elective Account Balance Plans and Non-Elective Account Balance Plans are also terminated with respect to each Participant who experiences the Change in Control, such that all participants are required to receive all amounts of compensation deferred under the terminated arrangements within twelve (12) months of such terminations;
- (b) Upon the Plan Sponsor's or the Employer's dissolution under Section 331 of the Code or with the approval of a bankruptcy court pursuant to 11 U.S.C. §503(b)(1)(A), provided that the amounts deferred under the Plan are included in the Participant's gross income in the latest of the following years (or, if earlier, the taxable year in which the amount is actually or constructively received):
  - (i) the calendar year in which the Plan terminates; (ii) the calendar year in which the amount is no longer subject to a substantial risk of forfeiture; or (iii) the first calendar year in which the distribution is administratively practical; or
- (c) Upon the termination of this and all other Elective Account Balance Plans and Non-Elective Account Balance Plans, provided that such termination is not coincident with a downturn of the financial health of the Plan Sponsor or Employer, and provided further that all distributions are made no earlier than

twelve (12) months and no later than twenty-four (24) months following such termination, and no new Elective Account Balance Plans or Non-Elective Account Balance Plans are adopted for a minimum of three (3) years following the date of such termination.

**8.5 Change in Control.** A Change in Control means a change in the ownership or effective control of the Employer or a Relevant Corporation, or in the ownership of a substantial portion of the assets of the Employer or a Relevant Corporation as described in Section 409A(2)(A)(v) of the Code and the Treasury regulations promulgated thereunder. A Relevant Corporation is (i) the corporation for whom the Participant is performing services at the time of the Change in Control, (ii) the corporation that is liable for the payment of the Participant's benefits under the Plan (or any corporations liable if more than one corporation is liable), or (iii) a corporation that is a majority shareholder of a corporation defined in (i) or (ii), or any corporation in a chain of corporations in which each corporation is a majority corporation of another corporation in the chain, ending in a corporation identified in (i) or (ii). A majority shareholder is defined as a shareholder owning more than fifty percent (50%) of the total fair market value and voting power of such corporation.

## ARTICLE 9 - THE TRUST

**9.1 Establishment of Trust.** The Plan Sponsor may but is not required to establish a trust to hold amounts which the Plan Sponsor may contribute from time to time to correspond to some or all amounts credited to Participants under Article 5. If the Plan Sponsor elects to establish a trust, the provisions of Sections 9.2 and 9.3 shall become operative.

Notwithstanding the foregoing, offshore funding arrangements and springing rabbi trusts (as described in Section 409A of the Code) are prohibited.

**9.2 Grantor Trust.** Any trust established by the Plan Sponsor shall be between the Plan Sponsor and a trustee pursuant to a separate written agreement under which assets are held, administered and managed, subject to the claims of the Plan Sponsor's creditors in the event of the Plan Sponsor's insolvency, until paid to the Participant and/or his or her Beneficiaries specified in the Plan. The trust is intended to be treated as a grantor trust under the Code, and the establishment of the trust shall not cause the Participant to realize current income on amounts contributed thereto.

**9.3 Investment of Trust Funds.** Any amounts contributed to the trust by the Plan Sponsor shall be invested by the trustee in accordance with the provisions of the trust and the instructions of the Administrator. Trust investments need not reflect the hypothetical investments selected by Participants under Section 5.3 for the purpose of adjusting Accounts and the earnings or investment results of the trust shall not affect the hypothetical investment adjustments to Participant Accounts under the Plan.

## ARTICLE 10 - MISCELLANEOUS

- 10.1 Unsecured General Creditor of the Employer.** Participants and their Beneficiaries, heirs, successors and assigns shall have no legal or equitable rights, interests or claims in any property or assets of the Employer. For purposes of the payment of benefits under the Plan, any and all of the Employer's assets shall be, and shall remain, the general, unpledged, unrestricted assets of the Employer. Each Employer's obligation under the Plan shall be merely that of an unfunded and unsecured promise to pay money in the future.
- 10.2 Employer's Liability.** Each Employer's liability for the payment of benefits under the Plan shall be defined only by the Plan and by the election forms entered into between a Participant and the Employer. An Employer shall have no obligation or liability to a Participant under the Plan except as provided by the Plan and an election form or forms. An Employer shall have no liability to Participants employed by other Employers.
- 10.3 Limitation of Rights.** Neither the establishment of the Plan, nor any amendment thereof, nor the creation of any fund or account, nor the payment of any benefits, will be construed as giving to the Participant or any other person any legal or equitable right against the Employer or Administrator, except as provided herein; and in no event will the terms of employment or service of the Participant be modified or in any way affected hereby.
- 10.4 Anti-alienation of Benefits.** None of the benefits or rights of a Participant or any Beneficiary of a Participant shall be subject to the claim of any creditor. In particular, to the fullest extent permitted by law, all such benefits and rights shall be free from

attachment, garnishment, or any other legal or equitable process available to any creditor of the Participant and his or her Beneficiary. Neither the Participant nor his or her Beneficiary shall have the right to alienate, anticipate, commute, pledge, encumber, or assign any of the payments which he or she may expect to receive, contingently or otherwise, under this Plan, except the right to designate a Beneficiary to receive death benefits provided hereunder. In cases of marital dispute, the Employer shall observe the terms of the Plan unless and until ordered to do otherwise by a state or Federal court. A distribution made to comply with a court-approved settlement incident to divorce or to comply with Federal conflict of interest requirements shall be permitted, notwithstanding the provisions of Article 3 or any elections made by the Participant to the contrary; provided that any such distribution shall be made only in the form of a single sum cash distribution within the calendar year of (or, if later, within 90 days following) the date on which such settlement is final or on which a determination that a distribution is necessary to comply with the Federal conflict of interest requirements is made.

**10.5 Facility of Payment.** If the Administrator determines, on the basis of medical reports or other evidence satisfactory to the Administrator, that the recipient of any benefit payments under the Plan is incapable of handling his or her affairs by reason of minority, illness, infirmity or other incapacity, the Administrator may direct the Employer to disburse such payments to a person or institution designated by a court which has jurisdiction over such recipient or a person or institution otherwise having the legal authority under State law for the care and control of such recipient. The receipt by such person or institution of any such payments therefore, and any such payment to the extent

thereof, shall discharge the liability of the Employer for the payment of benefits hereunder to such recipient.

**10.6 Notices.** Any notice or other communication in connection with the Plan shall be deemed delivered in writing if addressed as provided below and if either actually delivered at said address or, in the case of a letter, 5 business days shall have elapsed after the same shall have been deposited in the United States mails, first-class postage prepaid and registered or certified:

- (a) If it is sent to the Employer or Administrator, it will be at the address specified by the Employer; or
- (b) In each case at such address as the addressee shall have specified by written notice delivered in accordance with the foregoing to the addressees then effective notice address.

**10.7 Tax Withholding.** The Employer shall have the right to deduct from all payments or deferrals made under the Plan any tax required by law to be withheld. If the Employer concludes that tax is owing with respect to any deferral or payment hereunder, the Employer shall withhold such amounts from any payments due the Participant, as permitted by law, or otherwise make appropriate arrangements with the Participant or his or her Beneficiary for satisfaction of such obligation. Tax, for purposes of this Section 10.7 means any federal, state, local or any other governmental income tax, employment or payroll tax, excise tax, or any other tax or assessment owing with respect to amounts deferred, any earnings thereon, and any payments made to Participants under the Plan.

**10.8 Indemnification.** Each Employer shall indemnify and hold harmless each employee, officer, or director of an Employer to whom is delegated duties, responsibilities, and authority with respect to the Plan against all claims, liabilities, fines and penalties, and all expenses reasonably incurred by or imposed upon him or her (including but not limited to reasonable attorney fees) which arise as a result of his or her actions or failure to act in connection with the operation and administration of the Plan to the extent lawfully allowable and to the extent that such claim, liability, fine, penalty, or expense is not paid for by liability insurance purchased or paid for by an Employer. Notwithstanding the foregoing, an Employer shall not indemnify any person for any such amount incurred through any settlement or compromise of any action unless the Employer consents in writing to such settlement or compromise.

**10.9 Governing Law.** The Plan will be construed, administered and enforced according to ERISA, and to the extent not preempted thereby, the laws of the Commonwealth of Pennsylvania.

**10.10 Section 409A.** It is the intention of the Plan Sponsor that this Plan be administered in a manner that complies with Section 409A. However, in no event shall the Plan Sponsor, any Employer, the Administrator or any of their agents, representatives or delegates be responsible for any tax, penalty, fee or cost attributable to a violation of Section 409A.

## ARTICLE 11 - PLAN ADMINISTRATION

**11.1 Powers and Responsibilities of the Administrator.** The Administrator has the full power and the full responsibility to administer the Plan in all of its details, subject, however, to the applicable requirements of ERISA. The Administrator's powers and responsibilities include, but are not limited to, the following:

- (a) To make and enforce such rules and regulations as it deems necessary or proper for the efficient administration of the Plan;
- (b) To interpret the Plan, its interpretation thereof in good faith to be final and conclusive on all persons claiming benefits under the Plan;
- (c) To decide all questions concerning the Plan and the eligibility of any person to participate in the Plan;
- (d) To administer the claims and review procedures specified in Section 11.2;
- (e) To compute the amount of benefits which will be payable to any Participant, former Participant or Beneficiary in accordance with the provisions of the Plan;
- (f) To determine the person or persons to whom such benefits will be paid;
- (g) To authorize the payment of benefits;
- (h) To comply with the reporting and disclosure requirements of Part 1 of Subtitle B of Title I of ERISA;



- (i) To appoint such agents, counsel, accountants, and consultants as may be required to assist in administering the Plan;
- (j) By written instrument to allocate and delegate its responsibilities, including the formation of an Administrative Committee to administer the Plan.

## **11.2 Claims and Review Procedures.**

- (a) Claims Procedure. If any person believes he or she is being denied any rights or benefits under the Plan, such person may file a claim in writing with the Administrator. If any such claim is wholly or partially denied, the Administrator will notify such person of its decision in writing. Such notification will contain (i) specific reasons for the denial, (ii) specific reference to pertinent Plan provisions, (iii) a description of any additional material or information necessary for such person to perfect such claim and an explanation of why such material or information is necessary, and (iv) information as to the steps to be taken if the person wishes to submit a request for review. Such notification will be given within 90 days after the claim is received by the Administrator (or within 180 days, if special circumstances require an extension of time for processing the claim, and if written notice of such extension and circumstances is given to such person within the initial 90-day period). If such notification is not given within such period, the claim will be considered denied as of the last day of such period and such person may request a review of his or her claim.
- (b) Review Procedure. Within 60 days after the date on which a person receives a written notification of denial of claim (or, if written notification is not provided,

within 60 days of the date denial is considered to have occurred), such person (or his or her duly authorized representative) may (i) file a written request with the Administrator for a review of his or her denied claim and of pertinent documents and (ii) submit written issues and comments to the Administrator. The Administrator will notify such person of its decision in writing. Such notification will be written in a manner calculated to be understood by such person and will contain specific reasons for the decision as well as specific references to pertinent Plan provisions. The decision on review will be made within 60 days after the request for review is received by the Administrator (or within 120 days, if special circumstances require an extension of time for processing the request, such as an election by the Administrator to hold a hearing, and if written notice of such extension and circumstances is given to such person within the initial 60-day period). If the decision on review is not made within such period, the claim will be considered denied.

**11.3 Plan Administrative Costs.** All reasonable costs and expenses (including legal, accounting, and employee communication fees) incurred by the Administrator in administering the Plan shall be paid by the Employer.

IN WITNESS WHEREOF, the Plan Sponsor by its duly authorized officer(s), has caused the Plan to be amended and restated effective January 1, 2022.

CSL BEHRING, L.L.C.

By: Alina Hadi

Signature:  07B66E8D1FA241D...

Title: Global Director of Benefits

18-Nov-2022

Date: \_\_\_\_\_

## APPENDIX A

### PROVISIONS APPLICABLE TO SEQIRUS PLANS

The following provisions apply to benefits that were deferred under the Seqirus Deferred Compensation Plan or the Seqirus Restoration Plan as of May 31, 2022, and any investment earnings accumulated with respect to such amounts after May 31, 2022 (“Appendix A Amounts”). Unless a contrary provision is set forth in this Appendix A, the terms of the Plan shall apply to the Appendix A Amounts.

**B-1 Vesting.** To the extent that any portion of the Appendix A Amounts is attributable to “matching credits” and/or “retirement contribution credits” under the Seqirus Deferred Compensation Plan, such amounts shall be vested and nonforfeitable only if and when the corresponding contributions made on behalf of the Participant under the Seqirus, Inc. Investment Savings Plan (which was merged with and into the CSLB Holdings Inc. 401(k) Plan effective January 1, 2022) are vested and nonforfeitable. All remaining Appendix A Amounts, including, without limitation, amounts attributable to “elective deferrals” under the Seqirus Deferred Compensation and all amounts attributable to the Seqirus Restoration Plan, shall be immediately vested and nonforfeitable.

**B-2 Payment – Seqirus Deferred Compensation Plan Amounts.**

- (a) **Timing.** In accordance with a Participant's deferral election under the Seqirus Deferred Compensation Plan prior to June 1, 2022, payment of Appendix A Amounts attributable to the Seqirus Deferred Compensation Plan will be made (1) within ninety (90) days after the date that is the six (6) month anniversary of a Participant's Separation from Service, or (2) on the specific date elected by the Participant under the Seqirus Deferred Compensation Plan (or promptly thereafter but in no event later than permitted under Section 1.409A-3 of the Treasury Regulations). Notwithstanding the foregoing:
- (i) **Termination of Employment Prior to Expiration of Deferral Period.** If the Participant has a Separation from Service for any reason prior to the specific date (if any) elected by the Participant under the Seqirus Deferred Compensation Plan, the Appendix A Amounts attributable to the Seqirus Deferred Compensation Plan will be paid to the Participant or the Participant's Beneficiary in accordance with his or her elected form of payment for Separation from Service within ninety (90) days after the date that is the six (6) month anniversary of such Separation from Service.
  - (ii) **Termination of Employment after Commencement of Benefits.** If a Participant has a Separation from Service after payment has begun but before all of the Participant's Appendix A Amounts attributable to the Seqirus Deferred Compensation Plan have been paid, the remainder of such Appendix A Amounts will continue to be paid to the Participant in the form of benefit in effect as of his or her Separation from Service.

- (iii) Participant's Death after Commencement of Benefits. If a Participant dies after payment of his or her Appendix A Amounts attributable to the Seqirus Deferred Compensation Plan has begun, but before all of such benefits have been paid, the remainder of the such Appendix A Amounts will continue to be paid to his or her Beneficiary in the form of benefit in effect as of the date of Participant's death.
- (iv) Reemployment after Commencement of Benefits. If a Participant shall be reemployed by the Employer or a Related Employer after distributions have commenced, the payment of such distributions shall be unaffected by such reemployment.
- (b) Form. As part of his or her deferral election under the Seqirus Deferred Compensation Plan, each Participant was required to elect to have payments of Appendix A Amounts attributable to the Seqirus Deferred Compensation Plan made in one lump sum or in a number of substantially equal quarterly or annual installments over a period that is at least five (5) years but does not exceed twenty-five (25) years. The Participant was required to specify the form for payment for such Appendix A Amounts made due to a Separation from Service and, if elected, for payment made on a specific date.
- (c) Default Designation. Where a Participant's initial distribution schedule election for Appendix A Amounts attributable to the Seqirus Deferred Compensation Plan is unclear (including but not limited to where a Participant fails to specify the time or form in which such Appendix A Amounts will be paid), his or her Appendix A Amounts attributable to the Seqirus Deferred Compensation Plan shall be paid in a single lump sum within ninety (90) days after the date that is the six (6) month anniversary of the Participant's Separation from Service.
- (d) Subsequent Deferrals. A Participant may make a subsequent deferral election with respect to the Appendix A Amounts attributable to the Seqirus Deferred Compensation Plan in accordance with Section 3.8 of this Plan, provide that the Participant's deferral election under the Seqirus Deferred Compensation Plan shall be deemed to be the "Initial Election" for purposes of Section 3.8.

B-3 Payment – Seqirus Restoration Plan Amounts.

- (a) Timing. Payment of Appendix A Amounts attributable to the Seqirus Restoration Plan shall be made upon a Participant's Separation from Service.
- (b) Form. Payments of Appendix A Amounts attributable to the Seqirus Restoration Plan shall be made in one lump sum.