# eMoney Advisor Bonus Program

## Effective February 1, 2023

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## Overview

The eMoney Advisor, LLC Bonus Program has been established to maintain a competitive compensation program and to reward and retain participating employees by providing an opportunity to earn bonuses as a reward for their performance and achievement of specific goals during the Bonus Year. The Bonus Program is intended to be exempt from Internal Revenue Code Section 409A and shall be interpreted and administered accordingly.

## Definitions

**For purposes of this Bonus Program, the following terms have the following meanings:**

"*Active Employee*" means, on any day, a Regular Employee who is not on a leave of absence on that day.

"*Administrator"* means the Senior Vice President of Human Resources for DI or such other person or persons whom DI has appointed, in its sole discretion, to act on its behalf in administering the Bonus Program.

*"Affiliate"* means, with respect to any Person, at any relevant time, any other Person controlling, controlled by or under common control with such Person; provided, however, that an ownership interest of 50% or more of the outstanding capital interests (in the case of a limited liability company or partnership) or outstanding equity interests (in the case of a corporation) shall be deemed to be a controlling interest for purposes of this definition whenever used in this Bonus Program.

*"Base Salary*" means the annualized base pay received from the Company by an Eligible Employee before Withholding Taxes and payroll deductions. Base Salary does not include bonuses, retention, overtime, or other amounts.

*"Bonus"* is the amount of any bonus award to an Eligible Employee under this Bonus Program.

*"Bonus Opportunity*" means the target range of percentages of an Eligible Employee's annualized base salary or the target dollar amount established by the Company for an Eligible Employee pursuant to this Bonus Program.

*"Bonus Payment Date"* means the date or dates established by DI for payment of Bonuses under the Bonus Program. The Bonus will be paid in March of the year following the Bonus Year.

*"Bonus Program*" means the eMoney Advisor, LLC Bonus Program as described herein, which shall supersede the Company's Bonus Program previously in effect.

"*Bonus Year"* means the measurement period on which Bonus Opportunities are based, and shall be the calendar year, unless otherwise determined by the Company, or by a Subsidiary or a particular business unit for employees in that Subsidiary or business unit.

"*Company*" means eMoney Advisor, LLC, a Delaware limited liability company, or its successor or assignee, whether direct or indirect, by purchase, merger, consolidation, conversion or otherwise, to all or substantially all of the business or assets of the Company.

"*DI*" means the Diversified Investments business unit of FMR LLC, the manager of the Company's parent company, and any successor business unit or manager.

"*Eligible Employee*" means a Regular Employee of the Company who has been advised by DI that the employee is eligible to participate in the Bonus Program. In general, Regular Employees who are regularly scheduled to work less than thirty (30) hours a week as well as commission-based employees are not Eligible Employees.

"*Person*" means any individual, corporation, partnership, firm, joint venture, association, joint-stock company, limited liability company, trust, unincorporated organization, governmental, judicial or regulatory body, business unit, division or other entity.

*"Regular Employee*" means an employee who is hired for and employed in a position for which the Company anticipates a continuing need, and which has been designated by the Company as a regular position.

"*Regular Employee in Good Standing*" means a Regular Employee in good standing as determined by the Company. In addition, an employee shall no longer be in good standing if the employee has submitted his/her letter of resignation, has abandoned their job, or commits a serious violation of the Company's standards of conduct, as determined by the Company in its sole discretion. Serious violations of the Company's standards of conduct include but are not limited to (i) material violations of Company policies governing professional conduct or the conduct required in furtherance of state, federal or foreign regulatory and legal requirements by employees of the Company, (ii) fraudulent conduct, (iii) conduct that constitutes an unlawful or criminal act or act of moral turpitude or (iv) acts of willful or gross misconduct.

"*Regular Retirement*" means an employee's ceasing to be an Eligible Employee (i) after reaching age 55 and (ii) after having served as an Eligible Employee for at least five years (which need not be continuous) prior to the date of such cessation, provided that the sum of the individual's age (including partial years) and the number of years (including partial years) of service as an Eligible Employee is equal to or greater than 70. An employee's years of service for purposes of the Bonus Program shall be determined based on the employee's employment records maintained for that purpose by the Company's Human Resources Department.

"*Target Adjusted Expense*" means the target operating expenses goal, inclusive of CAPEX (but excluding amortization and depreciation expense and bonus expense), for the Company for the Bonus Year.

"*Target Net New ARR*" means the total net new annually- recurring revenue goal, inclusive of license, hosting/maintenance recurring revenue streams net of churn, for the Company for the Bonus Year.

"*Vesting Date*" means the first day of the month that includes the Bonus Payment Date.

"*Withholding Taxes*" means applicable federal, state, local or foreign income taxes that are withheld in accordance with individual or Company elections and Medicare, FICA or similar taxes.

## Bonus Awards

1. **Eligibility.** Each Eligible Employee who (a) has been an Active Employee for at least three months during the Bonus Year with an actual start date of September 30th of the Bonus Year or earlier (based on the later of their initial date of hire by the Company or, as applicable, date of rehire by the Company) and (b) except as provided below in Section 3 (Death, Retirement, Job Elimination or Reduction in Force), is a Regular Employee in Good Standing on the Vesting Date will be considered for a bonus award under the Bonus Program.

2. **Award Amounts**. The amount of any Bonus award to an Eligible Employee for the Bonus Year will be determined based on the recommendation of the Company based on such factors as it shall determine, which may include funding requirements, bonus allocation or budget for the Company or the Eligible Employee's business unit, the Eligible Employee's Bonus Opportunity, an assessment of the Eligible Employee's performance during the Bonus Year and achievement of any individual, business unit or Company-wide goals established from time to time.

   The Bonus for an Eligible Employee, if any, will be funded based on multiple factors including the achievement of Target Net New ARR and Target Adjusted Expense goals, weighted in accordance with factors as determined by DI in its discretion. The Bonus may be granted or withheld at the sole discretion of the Company and the Company makes no guarantee of Bonus grants.

   The achievement of targets, goals and factors under the Bonus Program and the amount of Bonus payable to an Eligible Employee, if any, shall be determined by DI in its sole discretion.

   a. **Newly-Hired and Transferred Employees**. An Eligible Employee who is eligible for a bonus award pursuant to Section 2(a) of this Bonus Program, but was not an Eligible Employee for the entire Bonus Year, may be considered for a bonus award, which may be pro-rated based on the length of the employee's service as an Active Employee during that Bonus Year, determined as set forth in Section 6. An employee who is not an Eligible Employee but subsequently is hired or changes roles during a Bonus Year into a position that qualifies him or her as an Eligible Employee generally must have been hired or changed roles on or before October 1 of the Bonus Year to be eligible for consideration for a Bonus award for that year, and generally will receive a pro-rated Bonus award based on his or her date of hire or role change, determined as set forth in Section 6. If an Eligible Employee moved between multiple eligible roles during the Bonus Year, the bonus award will be determined based on the role as of the Vesting Date.

b. **Payment Date**. Bonuses will be paid on the applicable Bonus Payment Date to those Eligible Employees who are Active Employees on the Vesting Date. Bonuses will be paid to Eligible Employees who are not Active Employees on the Vesting Date, upon such Eligible Employee's return to Active Employee status. In no event will payment of any Bonus be made later than 2½ months after the end of the Company's fiscal year in which the Bonus is earned.

3. **Death, Retirement, Job Elimination or Reduction in Force**. An Eligible Employee who has completed at least three months of service as a Regular Employee during the Bonus Year and ceases to be an Eligible Employee prior to the Vesting Date due to death, Regular Retirement, "job elimination" or "reduction in force" entitling the employee to receive severance under the Company's severance plan (including any requirement that the employee sign a separation letter and/or release of claims) may be considered for a bonus award for the portion of the year that he or she was an Active Employee, determined as set forth in Section 6.

4. **Leave of Absence**. An Eligible Employee who is on an approved leave of absence for any portion of a Bonus Year, including on the Bonus Payment Date, may be considered for a Bonus award for that Bonus Year if such Eligible Employee has completed at least three months of service as an Active Employee during the Bonus Year. Any pro-rated bonus award will be determined as set forth in Section 6. Payment of any Bonus award under this Section 4 will be made pursuant to Section 2(d) of the Bonus Program.

5. **Form of Payment**. Bonuses shall be paid to employees, less applicable Withholding Taxes, in cash, through payroll. Bonus payments will be processed as separate pay from regular wages and will have taxes withheld at the standard Federal income tax withholding rate for supplemental pay.

6. **Pro-Rated Bonus Determination**.

a. *New Hires, Transfers, Death, Retirement, Job Elimination or Reduction in Force*. The Company will determine the amount of any pro-rated bonus award under Sections 2(c) and 3 of this Bonus Program by multiplying the amount by a fraction consisting of the number of months during the Bonus Year that an Eligible Employee served as an Active Employee over the number twelve. For an employee to be considered to be an Eligible Employee during a month, such employee must have been an Active Employee on or before the 15th day of that month and not ceased their employment with the Company prior to the 15th day of that month. If the employee is not an Active Employee on or before the 15th day of a month, the employee will not be considered an Eligible Employee for the purposes of bonus awards for that month.

**b.** *Leave of Absence*. For each Bonus Year when an employee is on a leave of absence, the bonus award shall be prorated as follows. If an employee's non-personal leave of absence ("Non-Personal Leave") during a Bonus Year totals 180 calendar days or fewer, the employee's annual bonus opportunity will not be prorated. If an employee's Non-Personal Leave exceeds 180 calendar days during a Bonus Year, the employee's bonus will be prorated in accordance with the chart set forth in Section 6c.

Non-Personal Leave is any Company-approved leave other than Personal Leave. "Personal Leave" is unpaid leave of absence approved at the Company's discretion that does not fall under any legally required leaves or under PTO. If an employee's Personal Leave equals 31 days or more, the employee's bonus eligibility will be prorated based on the cumulative number of calendar days missed in accordance with the chart set forth in Section 6(c).

c. ***Chart below.***

| Inactive Period During Calendar Year (# of Days) | # Months Prorated | Proration Factor |
|---|---|---|
| **0-30** | 0 | 1 |
| **31 - 60** | 1 | 0.9167 |
| **61 – 90** | 2 | 0.8333 |
| **91 - 120** | 3 | 0.75 |
| **121 - 150** | 4 | 0.6667 |
| **151 - 180** | 5 | 0.5833 |
| **181 – 210** | 6 | 0.5 |
| **211 – 240** | 7 | 0.4167 |
| **241 – 272** | 8 | 0.3333 |
| **273 – 365** | 12 | 0 |

7. **Administration of Bonus Program**. DI will have full discretion to administer and interpret the provisions of the Bonus Program and to exercise its rights under the Bonus Program. DI, in its sole discretion, may appoint an Administrator to administer and interpret the provisions of the Bonus Program on its behalf and to exercise the rights of DI under the Bonus Program. Decisions of DI or the Administrator will be final and binding. If DI has appointed an Administrator in its stead, then references in the Bonus Program to DI shall be deemed to refer to the Administrator as appropriate.

8. **Effective Date.** The Bonus Program, originally effective as of January 1, 2016, is hereby amended and restated effective January 1, 2018, January 1, 2019 and amended on February 25, 2021, and will continue in effect each subsequent calendar year unless modified or

terminated.

9. **No Assignments**. An individual's rights and interest, if any, in any awards made under the Bonus Program may not be assigned or transferred, and are not subject to attachment, garnishment, judicial order, execution or other creditors' processes. The rights and obligations of DI under the Bonus Program may be assigned by FMR LLC to any Affiliate of FMR LLC or any successor by merger, consolidation, conversion or acquisition of all or substantially all of the assets or stock or other equity interests of FMR LLC, and thereupon DI shall be relieved of any obligation it may have hereunder. All references to DI herein shall, unless otherwise indicated, be construed to include a successor to all or any part of the DI business.

10. **Miscellaneous**. Bonuses are determined within the sole discretion of DI. Neither the existence of the Bonus Program nor an employee's eligibility for or receipt of a Bonus constitutes a guarantee of continued employment or of receipt of Bonuses in the future. Specific commitments regarding Bonuses must be in writing and must be signed by an officer of DI to make such commitments valid. This Bonus Program may be amended or discontinued at any time, with or without notice to an employee, upon the sole discretion of the Company or DI. The award of a Bonus under this program is not necessarily an indication that the employee is performing his or her job satisfactorily.

    The Bonus Program shall be unfunded and shall not create (or be construed to create) a trust or separate fund, nor be considered wages or a vested payment owed to an Employee. Likewise, the Bonus Program shall not establish any fiduciary relationship between the Company or its Affiliates and any Eligible Employee. To the extent that any Eligible Employee holds any rights by virtue of an award under the Bonus Program, such right shall be no greater than the right of an unsecured general creditor of the Company or its Affiliates.

11. **Notices.** DI may deliver notice to the Eligible Employee by sending the notice via e-mail, facsimile or other form of electronic transmission to the Eligible Employee's e-mail address, facsimile number or address for delivery via such other form of electronic transmission that appears in the books and records of the Company. While an Eligible Employee is an employee of the Company, the Eligible Employee's e-mail, facsimile or other electronic address for purposes of this Section 11 may be a business address. The Eligible Employee may direct that DI deliver notices under the Bonus Program via a different address by delivering a written notice to DI. Any notice to an Eligible Employee shall be effective when delivered by hand, electronic communication or courier service at the address provided above, or five (5) business days after deposit in the mail, sent certified, postage prepaid.

12. **Governing Law.** The Bonus Program shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, exclusive of its conflicts of laws provisions. No action may be brought by an Eligible Employee against the Company or its Affiliates relating to a Bonus or the Bonus Program unless it is brought in a state or federal court located in the Commonwealth of Pennsylvania. By accepting a Bonus under the Bonus Program, the Eligible Employee shall be deemed to have consented to the exclusive jurisdiction and venue of such courts in connection with any such proceeding.