

Hitachi Deferred Compensation Plan

- [Introduction](#)
- [Plan Overview](#)
- [Deferrals to the Plan](#)
- [Benefits Available](#)
- [Investment Measurement Options](#)
- [Benefit Payments](#)
- [Summary of Plan Provisions](#)

Introduction

Nonqualified Plan	Hitachi offers this nonqualified deferred compensation retirement plan (the “Plan”) that allows eligible employees of Hitachi Vantara LLC, Hitachi Vantara Federal Corporation, Hitachi Digital LLC and Hitachi Digital Services LLC (the “Hitachi Business Units”) to supplement retirement savings which have been restricted by regulations. You may wish to review this Plan with your Financial Planning consultant or Tax Advisor.
Unique Benefit Needs	The advantages of this Plan for you are not limited to the opportunity to defer taxes until retirement. It also addresses your unique benefit needs. Through the Plan, you may personalize this supplemental benefit to best meet your individual needs.
Questions	The benefits available to you under the Plan are described in this summary plan description (SPD). This SPD replaces and supersedes any prior SPD you have received with respect to the Plan. After reading this SPD, please contact Fidelity Investments at 1-800-835-5098 if you have any questions. In the event of a conflict between the provisions of the Plan document and this SPD, the formal Plan document will control. You may obtain a copy of the formal Plan document at any time by contacting the Plan Administrator.

Plan Overview

<p>Participation</p>	<p>The Plan is a nonqualified deferred compensation plan that works as follows:</p> <ul style="list-style-type: none"> • Your deferral elections last for one calendar year and expire each December. Re-enrollment is required each year (currently during September) to participate during the next calendar year. • With your enrollment or re-enrollment, you may elect to defer up to 50% of your base salary earned during the next calendar year. You may also elect to defer up to 100% of your bonus and incentive payments earned with respect to service during the next calendar year and, if applicable your Employee Long Term Incentive Plan (“ELTI”) payments expected to be paid during the next calendar year. • Re-enrollment is required each year with respect to all types of deferrals. • There is no separate election for each bonus and incentive payment. There will be one election that applies to all bonus and incentive payments, provided that, for the avoidance of doubt, special one-time bonuses, as determined by the Plan Administrator in its sole discretion, which include but are not limited to spot bonuses, sign-on bonuses, and retention bonuses, shall not be eligible for deferral under the Plan. • Important Note: Any deferral of base salary, bonus or incentive payments or ELTI payments remain in effect for the entire year. You cannot make any changes to this election, regardless of changes in your base salary or incentive compensation during the year.
<p>Benefit Accounts</p>	<p>Your deferrals will be credited to your base pay, bonus or incentive and if applicable, ELTI Accounts.</p>
<p>Deferrals</p>	<p>Any amounts you defer will be credited with tax-deferred earnings based on investment options that are available to you.</p> <p>The deferrals are placed in a special trust, but remain subject to the general creditors of Hitachi Vantara LLC.</p>

Receipt of Benefit Payments	<p>You or your beneficiaries receive benefit payments when the Plan Administrator or its designee approves payment upon:</p> <ul style="list-style-type: none"> • Your termination of employment with the Hitachi Business Units and all members of their controlled group. • Your termination of employment because of Disability. • A base pay, bonus/incentive or ELTI Account matures. • Your death. • Your request for payment upon the occurrence of an Unforeseeable Emergency <p>Benefit payments from the Plan are considered ordinary income when received, subject to income taxes.</p>
No Roll-Over of Assets	<p>Upon termination of employment, all of your benefits will be distributed to you upon approval of the Plan Administrator or its designee.</p> <p>Because this is a nonqualified benefit plan, you cannot "roll over" these assets to another tax-deferred plan.</p>
Qualified Benefit Calculations	<p>Because this is a nonqualified plan, your qualified benefit calculations will be based on post-deferral compensation.</p> <p>This means that certain benefit levels such as 401(k) if applicable, may be reduced.</p> <p>You need to evaluate your personal situation to determine if participation in this program is appropriate for you today.</p>
Funds Remain Assets of Hitachi	<p>The Plan is a nonqualified benefit plan. Under a nonqualified plan, your deferred compensation is not considered earnings until received; therefore, these funds remain assets of the company until distributed to you. Since the funds are assets of the company, Hitachi Vantara or your employer is not obligated to purchase or maintain assets to fund the benefits promised. You may designate funds against which your benefits will be measured, however any reference to investments is solely for calculating benefits promised. Benefits are payable as they become due irrespective of investments the company makes to meet its obligations. Also, the funds held for your account are subject to the company's general creditors. In the event of bankruptcy, you stand in the same position as any general unsecured company creditor.</p>

Deferrals to the Plan

Eligibility, Deferral Amounts	<p>The Plan is offered only to a select group of employees based on pay level, pay grade and the Plan Administrator's or its designee's approval and if applicable, eligibility for a Hitachi Incentive Plan.</p> <p>Your deferrals are made on a pre-tax basis. You reduce the amount of your income, thereby reducing your income taxes, and in effect increasing your buying power.</p> <p>You may elect to defer up to 50% of your base salary for the plan year. Your base salary deferral will be effective for the entire calendar year (January 1 through December 31) and cannot be changed during the year, regardless of any change in your base salary during the year.</p> <p>You may also make separate deferrals of up to 100% of your bonus or incentive payments earned with respect to your service during the calendar year and ELTI payments paid during the calendar year. Your bonus or incentive payment deferrals and ELTI payment deferrals cannot be changed during the year regardless of any changes in your base salary or incentive compensation.</p> <p>Your base salary*, bonus or incentive payments and ELTI payment elections are valid only for the year for which they are elected. If you wish to continue contributing to the Plan, you must re-enroll each year.</p>
Taxes and Vesting	<p>Your deferrals are subject to Social Security and Medicare taxes (FICA) at the time of deferral. Benefit payments when received from the Plan, however, will not be subject to these taxes. The amounts you defer are always 100% vested.</p> <p>*Where used in the SPD, the term "base salary" means your base salary that would otherwise be paid during the plan year and includes amounts deferred under this Plan or under any qualified cash or deferred arrangement under Section 401(k) of the Code or a cafeteria plan under Section 125 of the Code, but excluding car and travel allowances.</p>

Benefits Available/Distribution

Benefit Accounts	<p>The Plan offers you a choice of how you will receive your benefits. You must elect the timing and form of distribution of your benefits prior to the time of deferral.</p> <p>Your Base Pay, Bonus/Incentive and ELTI Accounts are credited with the amount of money you defer. They are also credited with any investment earnings or losses measured by selected investment funds.</p>
Parameters and Restrictions	<p>Your Base Pay, Bonus/Incentive and ELTI Accounts are subject to the following general parameters:</p> <ul style="list-style-type: none"> • Your allocations to your Base Pay, Bonus/Incentive and ELTI Accounts are effective for a full calendar year. • Final elections to defer base salary, bonus or incentive payments earned during a plan year (January 1 through December 31) and ELTI payments expected to be received during a plan year must be made during the preceding the plan year (currently during September). • You will designate one allocation for your bonus and incentive payments that will apply to each incentive payment. • Money cannot be withdrawn from any account during your active employment except for payment of benefits on a specified date or under the Unforeseeable Emergency provisions. • All benefit payments are based solely on funds credited to your account. • Amounts paid from the Plan are not eligible for any form of tax-sheltered rollover and are taxable income for you or your beneficiary. • If you make an in-service distribution election (as defined in the “Account Distribution” section below), the first payment to you under that election must be at least 12 months after the end of the plan year to which the deferral relates. For example, a deferral in 2025 could not be withdrawn from the Plan until the year 2027. • If you are an Executive Committee Member, your distributions will not begin until six months after your termination of service (except where your termination is due to Disability, as defined in the Plan

	<p>document and below, or your death). After the expiration of the six-month period, benefit payments will be paid in accordance with the time and form you previously elected, with any payments otherwise scheduled to be paid during the six month period paid to you after the end of the six month period (as adjusted for earnings or losses in accordance with your investment measurement choices during the delay period).</p>
<p>Account Distribution</p>	<p>Benefit payments will be made according to your election after your date of termination for any reason, including death or Disability. You may elect to have your benefits paid after your termination of employment or on the first day of the first calendar month after the first anniversary of your termination of employment. For example, if you elected to defer payment until the first anniversary of the date of your termination and you terminated on June 1, 2025, payment would begin after July 1, 2026. This election is referred to as a “termination election.”</p> <p>In addition, you may also elect to have your benefits paid or start to be paid after a specified date -- as long as the date you specify is at least 12 months after the end of the calendar year for which you have made the relevant deferral election. This election is referred to as an “in-service distribution election”</p> <p>Whether you elect to receive benefits after your termination, after the first anniversary of your termination or make an in-service distribution election, you may elect to receive your benefits in the form of a single lump sum or in the form of annual installments, to a maximum of 15 annual installments.</p> <p>Your distribution election must be made at the time of deferral. If no election is made, your accounts will be distributed after your termination of service for any reason, including death or Disability, in the form of a lump sum payment.</p> <p>If you terminate employment prior to the date payments would have started under an in-service distribution election, your accounts will be paid out according to your termination election, and your in-service distribution election will be ignored. For example, if you elected to have your account balance distributed in five installments beginning on December 15, 2025 and you are terminated December 31, 2024, the balance of your accounts will be paid according to your termination election and not in accordance with your in-service distribution election. However, if payments have already started under your in-service distribution election at the time of your termination of employment, amounts that are subject to the in-service distribution election will continue to</p>

	<p>be paid to you in accordance with that election.</p> <p>Payments under the Plan will generally be paid as soon as administratively practicable after the applicable payment date you elected with respect to the payment, however in no event will payments be paid later than the later of (i) the end of the calendar year that includes the payment date you elected or (ii) the date that is 2½ months after the payment date you elected.</p>
--	---

Investment Measurement Options

Rabbi Trust	<p>Amounts equal to the amounts you defer are generally deposited into a special trust known as a rabbi trust. (The first trust of this kind to receive IRS approval was established by a synagogue for its rabbi.) Your interest in the trust is not subject to assignment, alienation, pledge, or attachment except as required by a Qualified Domestic Relations Order.</p> <p>Money in the trust is always subject to the claims of Hitachi Vantara LLC general creditors in the event of forced liquidation or corporate bankruptcy. In short, this means you are not guaranteed payment of benefits or the return of your deferrals in the event of corporate bankruptcy. The money must be subject to the claims of Hitachi Vantara LLC's general creditors to avoid taxation at the time the money is deferred or deposited into the trust. Hitachi Vantara LLC has requested Fidelity Management Trust Company to act as third-party trustee for the Plan.</p>
--------------------	---

Investment Choices	<p>Your benefit accounts under the Plan will be credited with earnings or losses of the managed investment funds that you select. Log on to Fidelity NetBenefits at www.401k.com or call the Fidelity Retirement Benefits Line at 1-800-835-5098 for information about the current investment options under the Plan. These investment options may be changed in the future. Any investment choice under the Plan may lose value from time to time or over time, in accordance with the performance of the markets and the fund's underlying investments. If the investment choices in which your accounts under the Plan are invested lose value, your accounts will lose value.</p>
Fund Information	<p>More information regarding the specific nature of the funds is available from Fidelity Investments®. You may obtain a prospectus and information on fund performance by calling the Fidelity Retirement Benefits Line at 1-800-835-5098.</p>
Electing Investment Measurement Options	<p>The funds vary in risk with the least risky being money market funds and the most risky generally being growth funds. You may elect to have investments measured by any of the thirty-four funds by designating your deferrals to investment funds in 1% increments.</p> <p>You indicate your election via Fidelity NetBenefits at www.401k.com. In the event you do not make an election, your contributions will be invested in the Freedom K® Fund that has a target retirement date closest to the year you might retire based on your date of birth and assuming a normal retirement age of 65.</p>
Changing Investment Measurement Options	<p>You may change the investment measurement funds for your accounts at any time. Investment measurement changes may be made to both current balances and future contributions. Fund elections may vary in each account, and previous fund elections may be different from future fund elections.</p> <p>To make investment measurement changes, log into Fidelity NetBenefits at www.401k.com, Fidelity's online system. Fidelity NetBenefits allows you to find out current account balance, get fund information and perform investment transactions on-line, virtually 24 hours a day.</p> <p>You may also access your account by calling the Fidelity Benefits line at 1-800-835-5098. Automated toll-free service is available 24 hours a day, virtually any time you need it, 7 days a week. Representatives are available from 5:30 a.m. - 9:00 p.m. Pacific time, any business day.</p>
Account Statement	<p>You can request an account statement at any time through Fidelity NetBenefits at www.401k.com.</p>

Benefit Payments

Qualifying Events	<p>The amount and method of benefit payments depends on a qualifying event. When a qualifying event occurs and written notification (if needed) is received by the Benefits Department, benefits become due after the Plan Administrator or its designee approves payment. Qualifying events include:</p> <ul style="list-style-type: none">• Termination due to Disability• Termination of Employment• A Base Pay, Bonus/Incentive or ELTI Account matures• Your Death• Unforeseeable Emergency <p>Benefits are distributed as described under “Account Distribution.”</p> <p>If you separate from service with the Hitachi Business Units for any reason, including death or Disability, in order for you or your designated beneficiary to receive the nonforfeitable balance of your accounts you must elect the form and timing of your distribution at the time of your deferral. You must make this election online via NetBenefits during the annual enrollment period. If you do not make such an election (or if any election you make is deemed not to be valid), your benefits will be paid in a lump sum as soon as administratively practicable after your termination of service date. If you terminate service because of a Disability, the Plan Administrator reserves the right to determine whether you are disabled.</p>
--------------------------	--

	<p>For reference, Disability means that you are unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, or that you are, by reason of any medically determinable physical or mental impairment which can be expected to result in death or can be expected to last for a continuous period of not less than 12 months, receiving income replacement benefits for a period of not less than 3 months under a long-term disability plan covering Hitachi Business Unit employees.</p>
Termination of Employment	<p>Your account balances will be paid at the time and in the form elected by you at the time of deferral in your termination election, except to the extent payment has already been made or started under an in-service distribution election with respect to one or more of your accounts. If you have made an in-service distribution election and you terminate employment before payment begins under that election, your account balance that was subject to that election will instead be distributed according to your termination election. If you have not made a termination election, your account balances will be paid to you in a lump sum after your termination date.</p>
Date Certain	<p>If you made any in-service distribution elections, your account(s) that are subject to such elections will be paid at the time and in the form elected on your in-service distribution elections.</p> <p>However, if you terminate from the Hitachi Business Units for any reason, including death as a disability, before payment begins under your in-service distribution election, your account balance will instead be paid according to your termination election and your in-service distribution election will be ignored.</p>
Death	<p>All of your accounts are distributed to your estate or designated beneficiary in the form elected by you at the time of deferral if you die while employed with a Hitachi Business Unit.</p>

Unforeseeable Emergency	<p>You may request a distribution of part or all of your Accounts in the event of an Unforeseeable Emergency. An Unforeseeable Emergency means a severe financial hardship to you resulting from an illness or accident of you, your spouse or a dependent (as defined in Section 152(a) of the Code), loss of your property due to casualty, or other similarly extraordinary and unforeseeable circumstances arising as a result of events beyond your control. The Plan Administrator will determine, in its discretion, whether you have experienced an Unforeseeable Emergency. In addition, any distributions pursuant to this provision will only be in amount necessary to satisfy such Unforeseeable Emergency plus amounts reasonably necessary to pay taxes on the distribution. When determining the amount of the distribution, the Plan Administrator will seek evidence as to whether the Unforeseeable Emergency can be satisfied through means other than a distribution from the Plan, including reimbursement or compensation through insurance or otherwise or liquidation of your other assets. Children's educational expenses and the purchase or improvement of a residence do not qualify as Unforeseeable Emergencies.</p>
--------------------------------	--

Claims

Exhaustion of Administrative Remedies Required	<p>If you believe you are entitled to benefits that have not been provided to you under the Plan or if you have any other claim with respect to the Plan, you must follow the procedure below and in the Plan document (including all time limitations) or your claim will not be considered and you will not have any opportunity for further consideration or review of your claim by anyone under the Plan or to bring any action in any court with respect to your claim. You may obtain a copy of the formal Plan document at any time by contacting the Plan Administrator.</p>
Filing a Claim	<p>If you believe you are entitled to benefits that have not been provided to you under the Plan or if you have any other claim with respect to the Plan, you may submit a written claim for benefits to the Plan Administrator. To be considered, your written claim must be submitted to the Plan Administrator no later than six (6) months after the date you were first entitled to the claimed benefit (or subject of the claim).</p>
Review of Claim	<p>If properly and timely filed, the Plan Administrator or its designee for this purpose will evaluate your claim and will generally notify you of its decision within 90 days after the date the Plan Administrator received the claim. However, if special circumstances require an extension, the Plan Administrator or its designee will notify you before the</p>

	<p>expiration of the initial 90-day period, specify the circumstances requiring an extension, and specify the additional amount of time the Plan Administrator or its designee requires to reach a decision (which may be no more than an additional 90-day period for a maximum review period of 180 days after the date the Plan Administrator received the claim).</p>
<p>Notice of Decision</p>	<p>If your claim is denied in whole or in part, the Plan Administrator or its designee will provide you with a written notice setting forth (i) the specific reasons for the denial, (ii) references to pertinent Plan provisions upon which the denial is based, (iii) a description of any additional material or information needed and an explanation of why such material or information is necessary, and (iv) an explanation of your right to seek review of the denial within 60 days after the date on which you receive the claim denial (as described below and in the Plan document).</p>
<p>Review of Claim Denial</p>	<p>If your claim is denied, in whole or in part, you have the right to (i) request that the Plan Administrator review the denial, (ii) review pertinent documents with respect to the claim, and (iii) submit issues and comments in writing, but only if you file a written request for review with the Plan Administrator within 60 days after the date on which you received written notice of the claim denial. Within 60 days after the Plan Administrator receives a properly filed request for review of your claim denial, the Plan Administrator will conduct a review and advise you of its decision on review in writing, unless special circumstances require an extension of time for conducting the review. If an extension of time for conducting the review is required, the Plan Administrator will provide you with written notice of the extension before the expiration of the initial 60-day period, specifying the circumstances requiring an extension and the date by which such review shall be completed (which date shall not be later than 120 days after the date on which the Plan Administrator received the request for review). The Plan Administrator will inform you of its decision on review in a written notice, setting forth the specific reason(s) for the decision and reference to Plan provisions upon which the decision is based. A decision on review shall be final and binding on all persons for all purposes. Upon receipt of a denial on review, you may have the right to bring a civil action with respect to your claim under ERISA.</p>

Summary of Plan Provisions

Plan Name and Plan Sponsor	<p>Hitachi Vantara LLC Deferred Compensation Plan II</p> <p>Hitachi Vantara LLC 2535 Augustine Dr. Santa Clara, CA 95054</p>
Plan Administrator	<p>Hitachi Vantara LLC and certain designated and authorized individual(s)</p> <p>2535 Augustine Dr. Santa Clara, CA 95054</p>
Plan Contact	<p>Plan Administrator c/o Susan Ramirez</p>
Plan Year	<p>January 1 through December 31</p>
Plan Amendment and Termination	<p>Hitachi Vantara LLC reserves the right to amend this Plan at any time. However, no such amendment shall, without the consent of the Participant, adversely affect any Participant's right to payment of his or her vested Accounts determined as of the date of or in accordance with such amendment, except that Hitachi Vantara LLC reserves the right to make any amendment required to comply with applicable law or regulations without limitation of any kind. Hitachi Vantara LLC also reserves the right to terminate this Plan at any time. However, no such termination shall alter a Participant's right to payment of his or her vested Accounts determined as of the date of termination or in accordance with the amendment providing for such termination.</p>
Statement Dates	<p>Upon Request from Fidelity</p>
Plan Effective Date	<p>January 1, 2005, restated effective as of December 1, 2008, and subsequently amended thereafter.</p>
Trustee	<p>Fidelity Management Trust Company 1-800-835-5098</p>

Revised: August, 2024

The information contained herein has been provided by Hitachi Vantara LLC and is solely the responsibility of Hitachi Vantara LLC.