

**PROFIT SHARING PLAN FOR EMPLOYEES
OF ALLIANCEBERNSTEIN L.P.**

Summary Plan Description

July, 2023

The Profit Sharing Plan for Employees of AllianceBernstein L.P. (“the Plan” or “AB 401(k) Plan”) is designed to assist you in achieving financial security for your retirement. “Company” means AllianceBernstein L.P. (“AllianceBernstein” or “AB”). Certain other capitalized terms are defined later in this SPD.

Here are some highlights of the Plan:

- **Regular Salary Deferral Contributions:** You may save a portion of your pay on a before-tax basis or on a Roth after-tax basis through payroll deductions, subject to certain limitations. When you save through the Plan on a pre-tax basis, your savings are tax-deferred (i.e., they are directed to your Plan accounts *before* you pay federal income tax (and state and local income taxes, depending on where you live and work) on the amounts saved. Roth after-tax contributions are not tax deferred but are taxed in the year you make them. However, the investment earnings on your Roth contributions grow tax-deferred and are generally not taxable at withdrawal provided your Roth contributions remain invested for at least 5 years and are not withdrawn prior to age 59½, death, or qualifying disability. Thus, the Plan allows you to reduce your current taxable income while you save for the future.
- **Catch-Up Contributions:** The Plan permits eligible Members who are age 50 or older during a Plan Year to contribute additional before-tax (or Roth after-tax) salary deferral amounts (“Catch-Up Contributions”) over and above any IRS and Plan maximums for that Plan Year. The maximum annual Catch-Up Contribution amount for 2023 is \$7,500.
- **Discretionary Company Matching Contributions.** Depending on its profits, it is the Company’s intention to help you save by making contributions to your Plan accounts of up to 100% of your “Regular Salary Deferral Contributions,” subject to a Company-established limit on the amount of Matching Contributions, determined by the Company each year. This limit may be expressed as either a maximum dollar amount or as a maximum percentage of Compensation earned during the period in which you are a Member of the Plan for purposes of Company Matching Contributions. (In 2022, the Company matched 100% of Regular Salary Deferrals to a limit of 5% of “Match-eligible Base Compensation”). Discretionary Matching Contributions for a Plan Year may be allocated to match-eligible Members provided they are active employees on the last business day of that year.
- **Discretionary Company Profit Sharing Contributions.** Depending on its profits, the Company may elect to make discretionary “Annual Contributions” for a Plan Year for certain eligible Members who are active employees on the last business day of that year.
- **Investment Options.** The Plan offers you a choice of investment options. You choose how the money in your Plan accounts is invested.

- Vesting. Vesting means having a non-forfeitable right to the contributions made to the Plan. You are 100% vested in your own contributions to the Plan and in any Company Matching and Company Annual Contributions made to the Plan.
- Loans. You may borrow money from the vested portion of your Plan accounts, subject to certain limitations.
- Spouse. Spouse means the lawful spouse of a married Member, as defined under Federal law. “Married” or “marriage” as used herein shall refer to a marriage to a spouse, as defined under Federal law.

The details of the Plan are explained on the following pages. Please read this information carefully.

TABLE OF CONTENTS

| | <u>Page</u> |
|--|---------------|
| WHO IS ELIGIBLE | 6 |
| How to Join | 7 |
| Automatic Enrollment..... | 8 |
| When Participation Ends..... | 8 |
| Designating a Beneficiary | 8 |
| YOUR PLAN ACCOUNTS | 9 |
| Pre-Tax and Roth After-Tax Salary Deferral Accounts..... | 9 |
| Contribution Limits..... | 10 |
| Flexibility to Change Your Salary Deferral Rate..... | 11 |
| Company Contributions Account | 11 |
| Rollover Account | 12 |
| Member Contributions Account | 13 |
| VESTING..... | 13 |
| If You Are Rehired | 13 |
| HOW TAX DEFERRALS WORK WITHIN THE PLAN | 13 |
| Your Earnings Grow Tax-Deferred | 13 |
| LIMITS ON SALARY DEFERRAL CONTRIBUTIONS, MATCHING CONTRIBUTIONS AND COMPANY ANNUAL CONTRIBUTIONS..... | 14 |
| INVESTING IN YOUR PLAN ACCOUNTS..... | 15 |
| Changing Your Investment Elections | 17 |
| LOANS..... | 18 |
| REGULAR ACCOUNT STATEMENTS | 19 |
| DISTRIBUTION OF YOUR PLAN ACCOUNTS | 19 |
| In-Service Withdrawals | 19 |
| Distribution Options Upon Termination of Employment | 20 |
| Lifetime Income Strategy Secure Income Portfolio Account Distribution Options..... | 22 |
| Distributions Upon Death | 23 |

| | |
|---|---------------|
| OTHER IMPORTANT INFORMATION..... | 25 |
| Plan Amendment or Termination..... | 25 |
| Plan Administration | 25 |
| Assignment of Your Plan Accounts..... | 25 |
| Top Heavy Provisions..... | 26 |
| Qualified USERRA Military Leave..... | 26 |
| Claim and Appeal Procedures | 28 |
| Your Rights under ERISA | 33 |
| Limitations | 35 |
| A FINAL WORD | 35 |
| ADDITIONAL INFORMATION..... | 35 |

WHO IS ELIGIBLE

Effective January 1, 2004, the SCB Savings or Cash Option Plan for Employees (“SCOPE Plan”) was merged into the Plan. Any employee of AllianceBernstein L.P. (“AllianceBernstein” or “AB”) who was either: (1) a participant in the SCOPE Plan prior to December 31, 2003 or (2) eligible to participate in the SCOPE Plan prior to December 31, 2003, is a Member for all purposes under the Plan, effective January 1, 2004, or if not an employee on January 1, 2004, effective on the employee’s rehire date.

Subject to certain exceptions, all other employees of AB (including certain U.S. “expatriate” employees of AB who work outside the U.S.) are generally eligible for Plan participation and can become Members of the Plan, subject to the following rules:

Employees of AB will become Members of the Plan for purposes of making Salary Deferral Contributions on the first date that is administratively feasible following the employee’s date of hire, and

Employees of AB will become Members of the Plan for purposes of Company Matching Contributions and Company Annual Contributions on the January 1st or July 1st following the later of: (A) their attainment of age 21; or (B) the end of the first Anniversary Year in which they complete 1,000 Hours of Service (as defined in the Plan). An Anniversary Year is a Member’s first consecutive 12 months of employment or reemployment or any subsequent consecutive twelve-month period thereafter. For more information on “Hours of Service,” see below. For example, if you are hired at age 22 on July 14, 2021 and you complete 1,000 Hours of Service during your first Anniversary Year, you would become a Member for Company Contribution purposes on January 1, 2023 (the January 1st following the end of the Anniversary Year in which you completed 1,000 Hours of Service).

For purposes of determining your eligibility to participate in the Plan, you will generally be credited with 45 Hours of Service for each week in which you are employed by AB or an Affiliate, including weeks during which no duties are performed due to vacation, holiday, illness, incapacity, jury duty, leave of absence or military duty in the armed services of the United States (in accordance with rules contained in the Plan). Special rules apply for counting hours of service in determining whether you have had a “Break in Service” (see “Break in Service”).

“Affiliate” is defined as the Company and any other entity affiliated with the Company within the meaning of Code Sections 414(b) with respect to “controlled groups of corporations,” 414(c) with respect to “trades or businesses under common control” with the Company, and 414(m) with respect to affiliated service groups, and any other entity required to be aggregated with the Company under Code Section 414(o), but only during the period the entity is required to be so aggregated.

With respect to each employee who was employed by either Sanford C. Bernstein & Co., Inc. or Bernstein Technologies (collectively “Bernstein”) and who became an employee of AB or one of its Affiliates on or after October 2, 2000, the employee’s service with Bernstein on or prior to such date will be considered as service with AB.

You are not eligible to participate in this Plan if:

- ◆ you are a leased employee (as defined in the Plan);
- ◆ your employment is governed by a collective bargaining agreement under which retirement benefits are the subject of good faith bargaining, unless such agreement expressly provides for participation in this Plan;
- ◆ you are a non-resident alien who received no earned income (within the meaning of Code Section 911(b)) from AB constituting U.S. source income within the meaning of Code Section 861(a)(3), unless you became a Member prior to becoming a non-resident alien and the Company stipulates that you will be eligible to participate in this Plan;
- ◆ you are not a citizen of the United States, unless you were initially hired to render services to AB entirely or primarily in the U.S. (or you are employed by a U.S. AB entity) and the Company stipulates that you will be eligible to participate in this Plan; or
- ◆ you are accruing benefits and/or receiving contributions under a retirement plan of an Affiliate which operates entirely or primarily outside the U.S. other than this Plan or the Retirement Plan for Employees of AllianceBernstein L.P. unless the Company stipulates that you will be eligible to participate in this Plan;
- ◆ you are employed as an intern (although if you accrue more than 1000 hours of service in one year, or more than 500 hours service in three consecutive years, and reach age 21, then you will become eligible to participate).

An individual classified by AB at the time services are provided as either an independent contractor, or an individual who is not classified as an employee due to AB's treatment of any services provided by him as being provided by another entity (which is not an Affiliate of AB) which is providing such individual's services to AB, will not be eligible to participate in this Plan during the period the individual is so initially classified, even if such individual is later retroactively reclassified as an employee during all or any part of such period pursuant to applicable law or otherwise.

How to Join

If you are eligible, you will automatically receive the appropriate enrollment materials from the Plan's Recordkeeper, Voya. An Enrollment Guide will be mailed to you approximately two weeks after your hire date, and a Password will be sent to you in a separate mailing. You may enroll via the Plan Website at <https://alliancebernstein.voya.com> or by calling the AB 401(k) Service Center at 1-877-422-4015 [dial 0 to speak to a representative].

Before you enroll, decide on the contribution percentage you want deducted from your eligible pay and choose how you want to invest your contributions.

You will need to:

- designate the amounts and types of your Salary Deferral Contributions;
- designate investment fund(s) into which the contributions made to your account will be invested by entering an investment percentage for each chosen fund (total must equal 100%); and
- designate a beneficiary or beneficiaries.

Once you enroll, your elected Salary Deferral Contributions will be deducted from your eligible pay as soon as administratively feasible.

Automatic Enrollment

All new hires and rehires who do not opt out of enrollment or affirmatively elect a 401(k) contribution percentage, will be automatically enrolled at a 6% pre-tax contribution rate on both their non-bonus pay and their bonus pay, effective with the first administratively feasible payroll that occurs 60 days after their date of hire or rehire.

In addition, participants whose 401(k) contribution percentages are zero for the first payroll period in February of a Calendar Year shall be automatically enrolled at a 6% pre-tax contribution rate on both their non-bonus pay and their bonus pay, effective with the first administratively feasible payroll date that occurs 60 days after that first payroll date in February, unless the participant opts out of enrollment or affirmatively elects a 401(k) contribution percentage on the Plan Website or through the Participant Phone Center.

Auto enrollees who have no investment allocations on file for future contributions will be defaulted into the Lifetime Income Strategy (“LIS”). See the attached LIS Brochure for detailed LIS information. Generally, pre-tax contribution rates on both non-bonus pay and bonus pay automatically will increase 2% each January until they reach 10% for all employees who are in auto enrollment status. (Note: auto enrollees hired on or after July 1st of a Plan Year will not receive an automatic pre-tax contribution rate increase during the month of January of the following year, but in January of the subsequent year). If you make a change to your contribution rate, any pending rate escalator will be cancelled.

When Participation Ends

Generally speaking, your Plan Membership will end on the date you terminate employment with AB.

Designating a 401(k) Plan Beneficiary

If you are married, your spouse is automatically your 401(k) Plan Beneficiary. If you want to name a beneficiary other than—or in addition to—your spouse, you need your spouse’s written consent, witnessed by a notary public. You may name a contingent beneficiary or beneficiaries in case your primary beneficiary or beneficiaries predecease you. You may change your beneficiary designation at any time by filing a new Beneficiary Designation with Voya. If you die and if you did not elect a beneficiary—or if your beneficiary dies before you—payment will be made to your surviving spouse, or, if you have no surviving spouse, payment will generally be made to your estate. If you are invested in the Lifetime Income Strategy’s Secure Income Portfolio (“SIP”), please read pages 12-13 and 18-19 of the attached LIS Brochure for detailed beneficiary requirements relating to payments from the portion of your account in the SIP which may differ from the above.

YOUR PLAN ACCOUNTS

The Plan provides up to five accounts: (1) a *Pre-tax Salary Deferral Account* for pre-tax Salary Deferral and Catch-Up Contributions you elect to make; (2) a *Roth Salary Deferral Account* for Roth after-tax Salary Deferral and Catch-Up Contributions you elect to make; (3) a *Company Contributions Account* for any Company Matching Contributions and Discretionary Company Profit Sharing Contributions (“Company Annual Contributions”); (4) a *Member Contributions Account*, for those employees who previously made voluntary after-tax contributions; and (5) a *Rollover Account* for Rollover Contributions. Investment gains or losses accumulate in each of these accounts.

Pre-Tax and Roth After-Tax Salary Deferral Accounts

Regular Salary Deferral Contributions: If you decide to save through the Plan, when you become eligible, you may authorize AB to redirect a portion of your “Salary Reduction Compensation” into your Pre-Tax Salary Deferral Account on a before-tax basis, or into your Roth Salary Deferral Account on an after-tax basis, through payroll deductions, subject to certain limitations.

Pre-tax contributions are tax-deferred (i.e., they are generally not taxed by the federal government and certain states until they are cashed out from the Plan). Roth after-tax contributions are not tax-deferred but are taxed in the year you make them. However, the investment earnings on your Roth contributions grow tax-deferred and are generally not taxable at withdrawal provided your Roth contributions remain invested for at least 5 years and are not withdrawn prior to age 59-1/2, death, or qualifying disability.

Pre-tax and Roth contributions will be deducted automatically from your paycheck. Non-Roth after-tax contributions are not allowed. You may make separate 401(k) contribution elections on your eligible bonus pay and non-bonus pay (your eligible non-bonus pay generally includes salary, draw, overtime and commissions).

To make any changes to your contributions to the Plan, please visit the Plan website at <https://alliancebernstein.voya.com> or call the AB 401(k) Service Center at 1-877-422-4015 [dial 0 to speak to a representative]. Changes will be effective as soon as administratively feasible following your election; however note that changes made in December may not be effective until the following January, depending upon administrative processes.

You may contribute from 1% to 35% of your “Salary Reduction Compensation” (as described below)* to the Plan for the Plan Year through automatic payroll deductions on a pre-tax basis or on a Roth after-tax basis (i.e., the sum of your pre-tax and Roth after-tax contribution percentages cannot exceed 35%). The limit on the percentage of your Salary Reduction Compensation that you are able to contribute can be changed each year at the Company’s discretion. These potential changes to the limits may include, but are not limited to, establishing a separate limit that applies only to Highly Compensated Employees (generally individuals receiving wages in excess of certain amounts established by law, and as defined in the Plan).

The sum of each participant's pre-tax and Roth after-tax contributions cannot exceed the annual IRS dollar limit (\$22,500 for 2023). All 401(k) deferral contributions will stop as soon as administratively feasible following a participant's termination of employment.

***Note:** "Salary Reduction Compensation" for 401(k) deferral purposes generally means your base salary, draw, bonuses, commissions and overtime pay, as further described in the Plan document. (Salary Reduction Compensation shall not include, by way of example rather than by way of limitation, severance pay, distributions on Units, reimbursement for moving expenses, reimbursement for educational or other expenses, contributions or benefits paid under any deferred compensation plan, expatriate tax equalization or similar payments, or any other extraordinary item of compensation or income). The Plan cannot take into account Salary Reduction Compensation for any Plan Year that exceeds the applicable IRS maximum compensation amount (\$330,000 for 2023).

Catch-Up Salary Deferral Contributions:

If you will be age 50 or older during the current calendar year, the Plan permits you to make "Catch-Up Contributions" via automatic pre-tax or Roth after-tax payroll deductions (in addition to your regular pre-tax and Roth after-tax payroll deductions). In 2023, the annual Catch-Up Contribution maximum is \$7,500 and you can contribute any amount up to this maximum (i.e., the sum of your pre-tax and Roth after-tax Catch-Up Contributions cannot exceed \$7,500 for 2023).

Note: Catch-Up contributions are not eligible for Company Matching Contributions.

By year-end, if you have not contributed the maximum Regular (non-Catch-Up) pre-tax and Roth contribution amounts permitted under IRS rules and the Plan, a portion of your pre-tax and Roth Catch-Up contributions will be deemed Regular (non-Catch-Up) pre-tax and Roth contributions. To elect Catch-Up contributions, go to the Contributions area of the Plan Website and select "Catch-Up Contributions", or call the AB 401(k) Service Center. Your Catch-Up election will remain in effect until you change it.

Contribution Limits

If you participated in another 401(k) plan with your former employer during the Calendar Year in which you were hired, it is solely your responsibility to ensure that your 401(k) deferrals and Catch-Up contributions under both plans do not exceed the IRS Calendar Year maximum dollar amounts or you may be subject to income tax penalties. If this is the case, please contact the AB 401(k) Service Center at 1-877-422-4015 [dial 0 to speak to a representative].

If you are a Highly Compensated Employee, we may be required to return to you certain excess deferrals to comply with IRS regulations. Pre-tax elective deferrals will be distributed before Roth excess deferrals.

For additional information about restrictions on the amount you can save on a salary deferral basis, please see "Limits on Salary Deferral Contributions, Matching Contributions and Company Annual Contributions."

Flexibility to Change Your Salary Deferral Rate

You may increase, decrease or stop your Salary Deferral Contributions, at any time by logging onto the Plan Website at <https://alliancebernstein.voya.com> or by calling the AB 401(k) Service Center at 1-877-422-4015 [dial 0 to speak to a representative]. Changes will be effective as soon as administratively feasible following your election; however note that changes made in December may not be effective until the following January, depending upon administrative processes.

Company Contributions Account

Company Matching Contribution

If you elect to save through the Plan, then, depending on its profits, AB may help you save by matching from 0% to 100% of your Regular (non-Catch-Up) pre-tax and Roth after-tax Salary Deferral Contributions (Catch-Up Contributions are not matched by AB), subject to a Company-established limit on the amount of Matching Contributions. This limit may be expressed as either a maximum dollar amount or as a maximum percentage of “Match-Eligible Base Compensation” (as defined below)* earned during the period in which you are a Member of the Plan for purposes of Company Matching Contributions. If made, the Company Matching Contribution will be deposited into your account as a pre-tax Company Contribution and invested in the same way as your own pre-tax 401(k) deferral contributions. Each year the Company will decide whether or not to make a Company Matching Contribution and if so, what the limits and percentage will be.

The Company Matching Contribution is completely discretionary and is not guaranteed. It is possible that in some years, no Company Matching Contribution will be made. (In 2022, the Company matched 100% of Regular Salary Deferrals to a limit of 5% of “Match-Eligible Base Compensation”). However, in order to receive the Company Matching Contribution for a Plan Year, eligible participants must be employed by the Company, its subsidiaries or an Affiliate, as defined in the Plan, as of the last business day of such Plan Year.

For additional information concerning restrictions on the amount of Company Matching Contributions that can be made for certain employees that are considered highly-paid for purposes of the Plan, see “Limits on Salary Deferral Contributions, Matching Contributions and Company Annual Contributions.”

Company Annual Contribution

Depending on its profits, each year AB may elect to make a Company Annual Contribution. Each year, the Company decides whether or not to make this contribution, and if so, what the amount of the contribution will be. The Company Annual Contribution is completely discretionary and is not guaranteed. If made, the Company Annual Contribution will be deposited into your account as a pre-tax Company Contribution and invested in the same way as your own 401(k) deferral contributions. In some years, it is possible that no Company Annual Contribution will be made. If you are a Member for Company Annual Contribution purposes, you will be eligible to participate in a particular Plan Year’s Company Annual Contribution if you are employed by the Company, its subsidiaries or an Affiliate, as defined in the Plan, on the last business day of that Plan Year. The Company Annual Contribution, if made, may be contributed to participants’ accounts in January for the preceding Plan Year. The Company Annual Contribution for a given year, if any, is generally calculated as a percentage of your “Match-Eligible Base Compensation” (as defined

below)* earned during the period in which you are a Member of the Plan for purposes of the Company Annual Contribution.

***Note:** For calculating Company Matching and Annual Contributions, “Match-Eligible Base Compensation” generally means your base salary (or draw, if no base salary), including the amount of your Salary Deferral Contributions, but not including any other amounts of compensation you receive, such as overtime, bonuses or severance pay. However, if you receive part of your pay in the form of commissions, commissions are included as part of your “Match-Eligible Base Compensation” up to the amount necessary to make your total “Match-Eligible Base Compensation” equal \$100,000. (Note: the \$100,000 will be prorated based on length of service as a Member for purposes of Company Matching and Annual Contributions). Compensation over a specified limit set by the federal government (\$330,000 for 2023) is not taken into account under the Plan for the purpose of determining benefits and contributions.

Rollover Account

Eligible Plan participants may roll over to the Plan all or part of an eligible rollover distribution from a qualified pension, profit sharing or 401(k) plan, including certain after-tax contributions. You may also roll over all or a portion of the taxable amount from a non-Roth Individual Retirement Account ("IRA") that is eligible to be rolled over. Any amount received as a Rollover Contribution is deposited into your Rollover Account. Rollovers into the Plan may not be made during the first two weeks following your date of hire or rehire. Rollover contributions will be invested according to your investment allocations on file for future contributions.

The Plan does not accept rollovers from Roth IRA's. However, the Plan will generally accept a “Direct Rollover” of Roth Elective Deferrals from another qualified Roth retirement plan. In addition, for Roth rollovers, the distribution statement from your prior plan must: (1) indicate that the distributing plan is a qualified Roth retirement plan; (2) provide the date of your first Roth deferral contribution to the prior plan (or predecessor plan, if applicable); and (3) identify the portion of the rollover that is allocated to investment in the contract (i.e., the amount that would not be taxable if it were to be distributed directly to you without being rolled over). The Plan will accept a rollover of Roth Elective Deferrals only if it is a Direct Rollover.

Before requesting a rollover check, please contact the AB 401(k) Service Center to ensure the check can be accepted by the Plan. Your rollover contribution check must be submitted together with a Rollover Contribution Form. You can request a form through the Forms section of the Plan Website at <https://alliancebernstein.voya.com> or by calling the AB 401(k) Service Center at 1-877-422-4015 [dial 0 to speak to a representative]. **Note:** The rules governing distribution provisions in the AB 401(k) Plan may be different than the rules from which rollover money originates, including restrictions on in-service distributions. The decision to accept a Rollover Contribution from an employee shall not give rise to any liability by the Committee, the Company, the Plan or the Trustee to the employee or any other party on account of a subsequent determination that such Rollover Contribution does not qualify to be held in the Trust.

Member Contributions Account

Some employees who were Plan Members before 1989 and certain former SCOPE Plan participants may have a Member Contributions Account derived from voluntary, after-tax

contributions, referred to as “Member Contributions.” The Plan no longer permits Members to make such contributions.

VESTING

Vesting means having a non-forfeitable right to the contributions made to the Plan. You are immediately 100% vested in your own contributions to the Plan and in any Company Matching and Company Profit Sharing Contributions made to the Plan.

If You Are Rehired

If you are rehired by AB and you were not a Member for Company Contribution purposes when you terminated employment with AB, then your Years of Service before a “Break in Service” (as defined in the paragraph below) will be used to determine your eligibility for Company Contributions provided that you had salary deferrals in your account. If you had no salary deferrals in your account, then your Years of Service before a “Break in Service” (as defined in the paragraph below) will be used to determine your eligibility for Company Contributions provided that your Break in Service is less than five years or your total Years of Service credited under the Plan, if greater).

If you are rehired by AB and you were a Member for Company Contribution purposes when you terminated employment with AB, then you shall again become a Member for Company Contribution purposes on the date you are rehired by AB.

You incur a “Break in Service” if you complete fewer than 501 Hours of Service with AB or its Affiliates in any Anniversary Year ending on or after the date of your Separation from Service and before your date of re-employment, if any. However, if you’re absent from work pursuant to the Family and Medical Leave Act of 1993 (the “FMLA”), the birth or adoption of a child, or child care immediately following a birth or adoption, you’re credited with up to 501 Hours of Service to prevent a Break in Service. You’re credited with the Hours of Service necessary to prevent a Break in Service during the year in which your absence begins or in the following year, if necessary.

HOW TAX DEFERRALS WORK WITHIN THE PLAN

Your Earnings Grow Tax-Deferred

- Federal income tax (and state and local income taxes, depending on where you live and work) are deferred on your pre-tax Salary Deferral Contributions, pre-tax Rollover Contributions, Company Matching and Annual Contributions, and any earnings thereon. In other words, your pre-tax Plan accounts accumulate on a tax-deferred basis, which means you have more money working for you. Roth after-tax contributions are not tax deferred but are taxed in the year you make them. However, the investment earnings on your Roth contributions grow tax-deferred and are generally not taxable at withdrawal provided your Roth contributions remain invested for at least 5 years and are not withdrawn prior to age 59½, death, or qualifying disability. Thus, the Plan allows you to reduce your current taxable income while you save for the future.

LIMITS ON SALARY DEFERRAL CONTRIBUTIONS, MATCHING CONTRIBUTIONS AND COMPANY ANNUAL CONTRIBUTIONS

The Internal Revenue Code and related regulations limit the amount that can be saved through plans such as the Profit Sharing Plan for Employees of AllianceBernstein L.P. It's important for you to understand these regulations, since they might limit the amount that you may save through the Plan.

1. The Internal Revenue Code limits the actual amount of Salary Deferral Contributions that you can make to the Plan and other plans. In 2023, the limit is \$22,500 in Regular Salary Deferrals (Pre-Tax + Roth) plus \$7,500 in Catch-Up Contributions (Pre-Tax + Roth) for Members who are age 50 or over in 2023. These limits are expected to increase periodically to correspond with changes in the cost of living. These are aggregate limits which apply to all deferrals you may make under this Plan or other cash or deferred arrangements, including plans of other employers. Generally, if your total deferrals under all such arrangements for a calendar year exceed the annual dollar limits, the excess must be included in your income for the year. For this reason, you should request in writing that these excess deferrals be returned to you. If you fail to request such a return, you may be taxed a second time when the excess deferral is ultimately distributed from the Plan. You must decide which plan you would like to have return the excess. If you decide that the excess should be distributed from this Plan, you should communicate this in writing, along with back-up documentation, to the Plan Administrator no later than the March 1st following the close of the calendar year in which such excess deferrals were made. The Administrator may then return the excess deferral and any earnings to you by April 15th.
2. To ensure that the Plan is equitable, it must meet discrimination tests imposed by the Internal Revenue Code that compare salary deferral rates of lower-paid and higher-paid employees. Depending on the results of this comparison, which is made annually, the amount higher-paid employees are able to save could be limited; if so, excess Salary Deferral Contributions and earnings thereon may be returned to some or all Highly Compensated Employees. In addition, the amount of Company Matching Contributions for some or all Highly Compensated Employees that may be credited to their Company Contributions Accounts may also be restricted in order for the Plan to satisfy a discrimination test similar to the one performed with respect to Salary Deferral Contributions, and excess matching contributions and earnings thereon may be required to be distributed to Highly Compensated Employees. Affected Highly Compensated Employees will be notified if these restrictions apply.
3. Regular Pre-Tax and Roth Salary Deferral Contributions, Company Matching Contributions and Company Annual Contributions to this Plan in the aggregate are further limited for 2023 so as not to exceed the lesser of \$66,000 or 100% of a Plan Member's total compensation (up to the statutory amount that can be recognized by the Plan in any year (\$330,000 in 2023)). These limits may increase periodically.

INVESTING IN YOUR PLAN ACCOUNTS

You have the right to choose how your Plan accounts are to be invested from among a number of alternatives. When you make an election, the same election applies to contributions made to all of

your Plan accounts, including any earnings thereon. If you do not make an investment election, your Plan accounts will be automatically invested in the investment fund designated by the Committee for this purpose. Currently the designated investment fund for this purpose is the Lifetime Income Strategy. The Plan offers you three ways to invest:

Lifetime Income Strategy

The Lifetime Income Strategy is an age-based asset-allocation investment with an optional secure lifetime income feature provided through multiple group insurance contracts. The Lifetime Income Strategy creates an insured income stream for your retirement years by gradually moving your Lifetime Income Strategy assets from the “non-secure” component portfolios (the Stock, Bond, Diversifier, Real Asset, Short Duration and Volatility Management portfolios) into the Secure Income Portfolio (“SIP”)—a special portfolio backed by a group of insurance companies. This innovative retirement solution, is designed to deliver an insured income stream (your “Secure Income Withdrawal Amount”) that begins at retirement and continues for life. For more detailed information about LIS you should read the information contained in the attached “The Lifetime Income Strategy Frequently Asked Questions (FAQs)” and the LIS Brochure.

Mix & Monitor (Core Investments)

Designed for people who want to take a more hands-on approach and select their own mix from a choice of nine individual funds.

Asset Allocation

- AB Wealth Strategy – Appreciation
- AB Wealth Strategy – Balanced
- AB Wealth Strategy - Conservative

Stocks

- AB US Strategic Equities
- AB International Strategic Equities
- AB Global Core Equity
- AB Global Real Estate Securities
- AB Domestic Passive

Bonds

- AB US Short Duration Plus
- AB Global Fixed Income
- AB US High Yield

Cash Equivalents

- AB Government Cash

Mutual Fund Window

Please read the attached “Mutual Fund Window - Frequently Asked Questions” for a more detailed description of the Mutual Fund Window, including the fees charged.

An investment in the Mutual Fund Window must come from your current 401(k) Plan balance through a funds transfer; you cannot elect to directly invest future contributions, including payroll deductions, into the Window. The minimum initial investment in the Mutual Fund Window is \$1,000. The maximum amount you can invest is equal to 75% of your AB 401(k) Plan balance.

401(k) Plan participants do not pay any investment-management or operating expense fees on their assets in the Core Investment and Lifetime Income Strategy options. These fees are waived or are borne by the Company for AB 401(k) Plan participants. However, if your Lifetime Income Strategy account is allocated to the Secure Income Portfolio, you will pay an insurance fee at an annual rate of 1% of your Secure Income Portfolio account balance. This fee pays for the insurance protection on your Secure Income Withdrawal Amount. Like any fee, the insurance fee will reduce the investment return of your Secure Income Portfolio. You will not pay this insurance fee until money is actually allocated to the Secure Income Portfolio (beginning at age 50 at the earliest). Transaction fees and operating expense fees apply to the funds available within the Plan’s Mutual Fund Window.

Information concerning these and the other available investment options, including the current Fact Sheets for each option, may be obtained by logging on to the Plan Website at <https://alliancebernstein.voya.com> or by calling the AB 401(k) Service Center at 1-877-422-4015 [dial 0 to speak to a representative].

The Company pays all Voya administrative costs except for the following participant transaction fees which will be deducted from your account if you elect certain transactions or services. You will receive a confirmation statement from Voya for these transaction fees. These fees are subject to change in the future.

| Optional Voya Services and Fees: These fees are deducted from participant accounts when used. | Fees | PAYMENT METHOD |
|--|-------------|-----------------------|
| Expedited Mailing Fee: One-time charge per request: | \$50.00 | Deducted from account |
| Loan Issuances Fee | \$75.00 | Deducted from account |
| QDRO review and segregation fee | \$450.00 | Deducted from account |
| Subpoenas and joinders | \$125.00 | Deducted from account |

Section 404(c) Employee Retirement Income Security Act (ERISA)

The Plan is intended to constitute a plan described in Section 404(c) of the Employee Retirement Income Security Act of 1974 ("ERISA") and Title 29 of the Code of Federal Regulations Section 2550.404c-1. These regulations provide that Plan Trustees and other fiduciaries of the Plan may be relieved of liability for any losses which are the result of your investment instructions related to the

Plan's investment options. AllianceBernstein L.P. is considered a "fiduciary" of the Plan under ERISA. For more information, please read the "ERISA Section 404(c) Information" under the "Forms" Section of the Plan Website at <https://alliancebernstein.voya.com>.

The Importance of Diversifying Your Retirement Savings

To help achieve long-term retirement security, you should give careful consideration to the benefits of a well-balanced and diversified investment portfolio. Spreading your assets among different types of investment options can help you achieve a favorable rate of return, while minimizing your overall risk of losing money. This is because market or other economic conditions that cause one category of assets, or one particular security, to perform very well often cause another asset category, or another particular security, to perform poorly. If you invest more than 20% of your retirement savings in any one category or industry, your savings may not be properly diversified. Although diversification is not a guarantee against loss, it is an effective strategy to help you manage investment risk.

In deciding how to invest your retirement savings, you should take into account all of your assets, including any retirement savings outside of the Plan. No single approach is right for everyone because, among other factors, individuals have different financial goals, different time horizons for meeting their goals, and different tolerances for risk.

It is also important to periodically review your investment portfolio, your investment objectives, and the investment options under the Plan to help ensure that your retirement savings will meet your retirement goals.

Changing Your Investment Elections

You may change the investment allocation percentages for future contributions at any time. You may transfer money among investment options with the following restrictions:

Outside of the Mutual Fund Window, on any business day, you may transfer your dollars among investment options two times per rolling 60-day period through the "My Account" section of the Voya website or by calling the AB 401(k) Service Center. However, transfers from the Lifetime Income Strategy into the Plan's other investment funds do not count toward the two-transfers-per-60-days limitation. Also, transfers within the Mutual Fund Window (or from the Mutual Fund Window back into any of the Plan's other investment funds) do not count toward the two-transfers-per-60-days limitation. Outside the Mutual Fund Window, you may request transfers out of specific funds in 1% increments or as a dollar amount into one or more fund options. You cannot transfer "out of" and "into" the same investment option in the same transaction. Transactions completed before 4:00 p.m. Eastern Standard Time on a business day will be processed that business day. Transactions completed at or after 4:00 p.m. Eastern Standard Time will be processed the next business day. You may cancel a transaction if you do so before 4:00 p.m. Eastern Standard Time on the same day the transaction is made.

Within the Mutual Fund Window: AB's employee personal trading policy, which prohibits short-term trading, applies to transactions in any AB mutual fund available through the Mutual Fund

Window. Therefore, employees may not affect a purchase and a redemption in and out of the same AB mutual fund within a 90-day period.

The Lifetime Income Strategy has the following additional transfer restrictions:

If you transfer money out of the Lifetime Income Strategy, you cannot transfer funds back into the Lifetime Income Strategy for 90 days. If you make a change to your Secure Income Level and/or Retirement Age that results in a rebalance of your investment out of the LIS Secure Income Portfolio, then you cannot transfer funds into the Lifetime Income Strategy for 90 days. In addition, there must be at least 90 days between Secure Income Level and/or Retirement Age change elections. For example, if you change your Secure Income Level and/or Retirement Age, you cannot make another such change for at least 90 days. If you are invested in the Lifetime Income Strategy, you cannot utilize the “Reallocate Balances” option on the AB 401(k) Plan website. Instead, you must use the “Fund Transfer” option to transfer your dollars among investment options, or you can call the AB 401(k) Service Center. Note: New contributions, rollovers, and loan repayments into the Lifetime Income Strategy are not affected by the 90-day transfer restriction.

You can choose to automatically rebalance your account once per calendar quarter on the last business day of the quarter by calling the AB 401(k) Phone Center at 1-877-422-4015 and speaking with a Participant Services Representative, or by clicking on “Manage Investments”, then “Rebalance Account” on the Plan’s website. Rebalancing is not available to participants invested in the Lifetime Income Strategy account. The Mutual Fund Window and funds within the Mutual Fund Window are also excluded from rebalancing. If you make a change to your investment elections or manually transfer money among funds, automatic rebalancing will be turned off. You can turn it back on it at any time.

Anytime you make a transaction using the Plan’s website or the Phone Center, a confirmation statement will be sent to you generally within two to three business days after the transaction is processed.

For more detailed information about the investment options or to make investment selections or changes, please visit the Plan Website at <https://alliancebernstein.voya.com> or call the AB 401(k) Service Center at 1-877-422-4015 [dial 0 to speak to a representative].

LOANS

Loans under the Plan are generally available only to employees of AB and its Affiliates (as defined in the Plan) who are Plan Members and to other Plan Members who are “parties in interest” with respect to the Plan under Section 3(14) of the Employee Retirement Income Security Act of 1974, as amended. Loans are available to such Members without regard to the Member’s race, color, religion, sex, age, sexual orientation or national origin. Executive Committee Members cannot request a loan from the Plan.

You cannot take a loan directly from your Lifetime Income Strategy account. If the amount you want to borrow from the 401(k) Plan requires you to use your balance in the Lifetime Income Strategy, you must first transfer the necessary amount from your Lifetime Income Strategy account into the 401(k) Plan’s Core Investment options. The transfer from the Lifetime Income Strategy

account will be taken proportionately from the component portfolios in which your account is invested, including the Secure Income Portfolio, if applicable, which could result in the reduction or elimination of your Secure Income Withdrawal Amount. Insurance fees already paid on Secure Income Portfolio assets that are transferred to other portfolios will not be refunded.

You cannot borrow directly from your investments in the Mutual Fund Window. If you need to access the money you have invested in the Mutual Fund Window for a Plan loan, you first need to sell some or all of your mutual fund investment(s) in the window and transfer the assets back to the Plan's Core Investment options.

However, your total Plan account balance, including your balance in the Lifetime Income Strategy account and the Mutual Fund Window, will be used to calculate the maximum loan amount you may take from the Plan.

The loan feature allows you to borrow from your account balance and pay the loan back with interest, generally through automatic, after-tax payroll deductions. Your account balance will be reduced by the amount of your loan. Investment earnings will stop on the amount borrowed until loan proceeds are paid back to your account. Your loan repayments, including interest, go directly into your Plan account, using your current salary reduction investment allocation percentages. The interest rate for loans is "Prime Rate" plus 1% (where "Prime Rate" equals the Citibank prime rate of interest on the first day of the calendar month in which the loan is processed). Your Plan account will be charged a fee of \$75 for each loan that you take from the Plan. This fee amount is subject to change. Note: When applying for a new loan, there is a minimum 15-day waiting period.

You may borrow up to 50% of your account balance with a minimum loan of \$1,000 and a maximum loan of \$50,000 less the highest outstanding loan balance in the last twelve months (even if repaid). If you have a defaulted loan, you cannot take a new loan until the defaulted loan amount is repaid. You may have up to two loans outstanding at a time. Loan terms can be from one to 60 months (5 years) for general loans and up to 180 months (15 years) for Residential Loans in which the loan proceeds are used for the payment of all or part of the purchase price of a Principal Residence of the Borrower. Loans may be paid off in full at any time.

In response to the coronavirus outbreak, the Coronavirus Aid, Relief, and Economic Security Act (the "CARES Act") was passed on March 27, 2020. As allowed by the CARES Act, the Plan has been amended to adopt the temporary relief measures regarding Plan loans. The provisions apply only to "Qualified Individuals." You are a "Qualified Individual if, generally, (i) you are diagnosed with the virus SARS-CoV-2 or with coronavirus disease ("COVID-19"), (ii) your spouse or dependent is diagnosed with the virus SARS-CoV-2 or with COVID-19, or (iii) you experience financial hardship because a quarantine, furlough, layoff, reduction in hours, being unable to work because of a lack of childcare, or other factors determined by the Secretary of the Treasury. If you are a "Qualified Individual," you are eligible for the following

- An increased loan limit: instead of the maximum of 50% of your account balance of \$50,000, you may borrow up to a maximum of the lesser of all of your account balance or \$100,000, provided the loan is made between March 27, 2020 and September 22, 2020, and

- If payments on an outstanding loan would be due between March 27, 2020 and December 31, 2020, then that due date is extended for one year. Loan repayment amounts will be adjusted to reflect the delay and the 5-year term will be extended to reflect the time during which loan repayments were waived.

Please read the Member Loan Program for a more detailed description of the Plan's Loan Policy. You can request a loan via the Plan website at <https://alliancebernstein.voya.com> or by calling the AB 401(k) Service Center at 1-877-422-4015.

REGULAR ACCOUNT STATEMENTS

Your account statements are available online to give you timely and easy access to your Plan information. To access your account statements, click on the Statement tab. You have the flexibility to enter a specific date range and generate a statement for any time period within the past 18 months. If you need a hard copy of your statement for your personal records, simply print through your browser. If you have opted out of paperless statements, Quarterly Statements will automatically be mailed to you as soon as administratively feasible following the end of each calendar quarter.

DISTRIBUTION OF YOUR PLAN ACCOUNTS

Other than any legally-required distributions of excess contributions and distributions from the Member Contributions Account, a distribution may generally be made to you only if: (1) you are age 59-1/2 or older; or (2) you are deceased; or (3) you have terminated employment. However, you may be entitled to borrow from your account (see the Article in this Summary entitled "LOANS"). Note: A transfer to an Affiliate of AB is not considered a termination of employment for Plan purposes.

In-Service Withdrawals

The following types of in-service withdrawals are available through the Plan:

- Non-Roth After-Tax Account Withdrawals: Available to any participant with a non-Roth after-tax balance in their Member Contribution Account.
- Age 59 1/2 Pre-Tax and Roth Withdrawals: Available to active participants who are age 59 1/2 or older.
- Coronavirus-related Distributions: Were available to any participant or beneficiary who was a Qualified Individual, as defined above in the "Loans" section. If you were a Qualified Individual then you were permitted to withdraw up to \$100,000 between January 1, 2020 and December 30, 2020. If you elected to make a Coronavirus-related Distribution, then you may repay some or all of the distribution in a three-year period following the date of the withdrawal.

Note: If you are an active participant eligible to take an in-service distribution, you cannot take the in-service distribution directly from your Lifetime Income Strategy account. If you want to access a portion of your balance in the Lifetime Income Strategy, you must first transfer the necessary amount from your Lifetime Income Strategy account into one or more of the 401(k) Plan's core investment options. The transfer from the Lifetime Income Strategy account will be taken proportionately from the component portfolios in which your account is invested, including the Secure Income Portfolio, if applicable, which could result in the reduction or elimination of your Secure Income Withdrawal Amount. Insurance fees already paid on Secure Income Portfolio assets

that are transferred to other portfolios will not be refunded. (See pages 14 – 17 of the attached LIS Brochure for more details).

Note: You cannot withdraw money directly from your investments in the Mutual Fund Window. If you need to access the money you have invested in the Mutual Fund Window for a withdrawal, you first need to sell some or all of your mutual fund investment(s) in the window and transfer the assets back to the Plan's other non-LIS investment funds.

Distribution Options Upon Termination of Employment

You cannot elect a distribution from your account until 30 days after your termination date.

If your account balance is \$1,000 or less, you will be required to take a total lump sum distribution of your entire vested account balance under the Plan in cash or in the form of a rollover into another qualified Plan or IRA, generally within 90 days after your termination date. Notwithstanding the foregoing, if you are receiving installment payments, including LIS Secure Income Withdrawal installments, you will not be subject to an automatic distribution of your account pursuant to the preceding sentence even if the value of your account is \$1,000 or less.

If your account balance is over \$1,000, you may elect a single or partial lump sum distribution(s) (provided that any partial distribution is at least \$1,000) or you may elect to keep your money in the Plan. You may also elect a distribution from the portion of your account that is not invested in the LIS Secure Income Portfolio ("SIP") in the form of installment payments or in a combination of installment payments and partial lump sum distributions. If you are invested in the Secure Income Portfolio and you are at least age 60 and terminated from AB, you can "Activate" the portion of your account invested in the SIP and begin receiving Secure Income Withdrawal payments.

Any unpaid loan balance will be automatically offset from your vested account balance in determining the amount of benefits you or your beneficiary may be entitled to receive from the Plan.

You cannot withdraw money directly from your investments in the Mutual Fund Window. If you need to access the money you have invested in the Mutual Fund Window for a distribution, you first need to sell some or all of your mutual fund investment(s) in the Window and transfer the assets back to the Plan's other investment funds.

Required Minimum Distributions

Unless you own more than 5% of the outstanding stock of the Company (a "5% Owner"), then you must start taking Required Minimum Distributions ("RMDs") from the Plan no later than the April 1 following the later of the calendar year in which you attain age 73 (or age 72 if you reached age 72 before January 1, 2023) or you terminate employment.

If you are a "5% Owner," you must start taking Required Minimum Distributions from the Plan no later than the April 1 following the calendar year in which you attain age 73 (or age 72 if you reached age 72 before January 1, 2023), even if you are still employed by the Company.

Such minimum required distributions are payable in accordance with regulations prescribed by the Secretary of the Treasury and are not eligible for rollover.

If you are terminated and have a balance in the Secure Income Portfolio (“SIP”), then an RMD that is taken from funds in your Secure Income Portfolio **before you have Activated** is considered an Early Withdrawal and will reduce your Secure Income Base and Secure Income Withdrawal Amount by the same percentage that the RMD reduces your Secure Income Portfolio market value. In addition, insurance fees already paid on Secure Income Portfolio assets that are withdrawn will not be refunded. See “Distributions and Transfers Before Activation” on page 15 of the attached LIS Brochure. See page 14 of the Brochure to determine how money withdrawn or transferred from the Lifetime Income Strategy might affect your balance in the Secure Income Portfolio. **After you Activate**, your Secure Income Withdrawal Amount will count toward your RMD from the Plan. If your RMD exceeds your Secure Income Withdrawal Amount, the difference between the RMD and your Secure Income Withdrawal Amount will not be considered an Excess Withdrawal. **IMPORTANT NOTE:** You may want to consider Activating before you will be required to take an RMD to protect against the possibility of an RMD lowering the value of your Secure Income Withdrawal Amount. (See page 17 of the attached LIS Brochure).

If you elect to take a full or partial distribution from the Plan, you generally have the option to take it in cash or in the form of a direct rollover into another qualified Plan or IRA. Pre-tax distributions from the Plan and the taxable portion of Roth distributions from the Plan ** that are not rolled over to another tax-qualified plan or IRA may be subject to federal, state and local income taxes and withholding, including an automatic 20% federal tax withholding rate. If you are under age 59-1/2, a 10% early withdrawal penalty also may apply.

****Note:** Roth distributions are generally not taxable at withdrawal, provided your Roth contributions remain invested for at least five years and are not withdrawn prior to age 59-1/2, death, or qualifying disability. Roth eligible rollover distributions may be rolled over into a Roth IRA or another qualified employer plan which accepts Roth rollovers.

Lifetime Income Strategy Secure Income Portfolio Account Distribution Options

If you are invested in the Secure Income Portfolio (“SIP”) and you are at least age 60 and terminated from AB, you can “Activate” the portion of your account invested in the SIP and begin receiving Secure Income Withdrawal payments, generally paid monthly. (See pages 12-17 of the attached LIS Brochure). Once you have Activated, you may not invest any additional funds in the SIP, even if you are rehired.

You will be provided with a written explanation of your election rights and benefits no less than 30 days and no more than 180 days before your benefits begin. Notwithstanding the foregoing, you may elect a benefit starting date earlier than 30 days after receiving the explanation, in which case payments may begin at least 8 days after you are provided with an explanation.

Single- or Joint-Life Forms of Payment offered by the Lifetime Income Strategy from the Secure Income Portfolio Account

The decision to Activate must be considered carefully because it is an irrevocable election and cannot be changed. In addition, in order to Activate, you must elect a single-life or joint-life form of withdrawal for your Secure Income Withdrawal Amount at the time of Activation which also cannot be changed. If you are married, you must obtain your spouse's written notarized consent to your election within the 180-day period ending on your benefit starting date. You should carefully consider the financial and tax effects of your elections and consult with your financial advisors. For more information on the Activation process, contact the AB 401(k) Service Center at 1-877-422-4015 [dial 0 to speak to a representative].

Note: For Plan purposes, "spouse" means the lawful spouse of a married Member, as defined under Federal law. "Married" or "marriage" as used herein shall refer to a marriage to a spouse, as defined under Federal law.

- **The single-life option** means that your Secure Income Withdrawal Amount is insured for the rest of your lifetime alone. Upon your death, your beneficiary will receive the value of your Lifetime Income Strategy account, including any money in the Secure Income Portfolio.
- **The joint-life option** is available only if you are legally married and your spouse is at least age 45 at the time of Activation. The Secure Income Withdrawal Amount available under the joint-life form of withdrawal will be less than the Secure Income Withdrawal Amount available under the single-life option because under the joint-life form, withdrawals are made over two lifetimes, not just one. When you die, (1) your surviving spouse will continue to receive the Secure Income Withdrawal Amount for the rest of his/her lifetime (upon the death of your surviving spouse, your spouse's beneficiary will receive the value of the Secure Income Portfolio); and (2) your 401(k) Plan beneficiary, who may or may not be your surviving spouse, will receive the value of the Lifetime Income Strategy's other portfolios. The spouse you name at Activation is—and will remain—the only person eligible to receive a survivor's Secure Income Withdrawal Amount from the Lifetime Income Strategy in the event of your death. Even if you divorce and/ or remarry, you will not be able to name a different spouse to receive a Secure Income Withdrawal Amount.

You may name a different 401(k) Plan beneficiary for the remainder of your 401(k) Plan account, if any, outside the Secure Income Portfolio. This would include any balance in the Lifetime Income Strategy's non-SIP portfolios and in the 401(k) Plan's other investment options. However, if you name a beneficiary other than your spouse, you must obtain your spouse's written notarized consent. You may change your 401(k) Plan Beneficiary at any time.

After Activation, you are not required to receive your Secure Income Withdrawal Amount. However, if you do not take the full value of your Secure Income Withdrawal Amount in any given Birthday Year*, the amount you do not take cannot be carried forward or added to your Secure Income Withdrawal Amount in future Birthday Years. By not taking your Secure Income Withdrawal Amount, you have simply not reduced your SIP account balance by the amount of your Secure Income Withdrawal Amount for that Birthday Year. This may be beneficial if you hope to leave more money to a beneficiary (see "What Happens When You Die" on pages 18-19

of the attached LIS Brochure), but otherwise, you may want to consider always taking your Secure Income Withdrawal Amount. Please consult with your personal financial or tax advisor on this matter. ***Birthday Year is the consecutive 12-month period commencing on your birthday.**

If you are invested in the SIP, moving money out of your LIS account either by taking a distribution or by transferring money to another 401(k) investment option could result in the reduction or elimination of your Secure Income Withdrawal Amount. Insurance fees already paid on SIP assets that are transferred to other portfolios will not be refunded. (See pages 14–17 of the attached LIS Brochure for more details on how moving money out of your LIS account before and after Activation can affect your Secure Income Withdrawal Amount).

Qualified Annuity Forms of Payment

In order to elect the single- or joint-life Secure Income Withdrawal form from the Secure Income Portfolio, you must waive the following Qualified Annuity Forms of Payment, which are required by law to be offered, and if you are married, you must obtain your spouse's written notarized consent. Your spouse's notarized consent must be provided in writing during the 180-day election period that ends on your benefit starting date. You will be provided with a written explanation of your election rights and benefits no less than 30 days and no more than 180 days before your benefits begin. Notwithstanding the foregoing, you may elect a benefit starting date earlier than 30 days after receiving the explanation, in which case payments may begin at least 8 days after you are provided with an explanation.

QJSA (qualified joint and survivor annuity) means (i) with respect to a married participant, a periodic benefit payment for the life of the participant, with a periodic benefit payment paid to the surviving spouse for the life of the spouse that is 50% of the amount of the benefit payment payable during the life of the participant; and (ii) with respect to an unmarried participant, a periodic benefit payment for the life of the participant.

QOSA: A married participant who is entitled to a 50% joint and survivor benefit may alternatively select, without the consent of his/her spouse, a QOSA (qualified optional survivor annuity) which is a survivor benefit that is 75% of the amount of the periodic benefit payment payable during the life of the participant.

Any annuity elected under the QJSA and QOSA options will be provided by liquidating your Secure Income Portfolio balance and using it to purchase an annuity contract from an insurance company. Therefore, upon your and your spouse's deaths, no further payments would be made payable to a Beneficiary from the SIP account. In contrast, the withdrawal forms available through the Lifetime Income Strategy provide for the remaining value, if any, of your Secure Income Portfolio to pass to your beneficiary(ies) upon your death (single-life) or upon the deaths of you and your spouse (joint-life).

Distributions Upon Death

Upon your death, the portion of your account not invested in the SIP will generally be payable to your designated 401(k) Plan Beneficiary. [Note: If you are invested in the SIP, read "What

Happens to Your LIS Account if You Die and are Invested in the SIP” below]. Any unpaid loan balance will be automatically offset from your vested account balance in determining the amount of any benefits you or your beneficiary may be entitled to receive from the Plan. Withdrawals may be requested via the Plan website at <https://alliancebernstein.voya.com> or by calling the AB 401(k) Service Center at 1-877-422-4015 [dial 0 to speak to a representative].

What Happens to Your LIS Account if You Die and are Invested in the SIP (also see pages 18-19 of the attached LIS Brochure)

If you die before the time you Activate the portion of your account invested in the SIP, your Lifetime Income Strategy account balance will pass directly to your 401(k) Plan Beneficiary. However, your 401(k) Beneficiary (including your spouse) shall not be entitled to receive any Secure Income Withdrawal Amount.

If you die after you have Activated the portion of your account invested in the SIP, then: (1) If you elected a single-life form of withdrawal, your Secure Income Withdrawal Amount payments will cease upon your death and any remaining Lifetime Income Strategy account balance will pass to your 401(k) Plan Beneficiary; and (2) If you elected a joint-life form of withdrawal, your surviving Spouse* will continue to receive your Secure Income Withdrawal Amount for the remainder of his/her lifetime, and your Spouse’s beneficiary will receive any remaining balance in the Secure Income Portfolio upon your Spouse’s death. Your 401(k) Plan Beneficiary (who may or may not be your Spouse) will receive any remaining balance in your Lifetime Income Strategy’s “non-secure” portfolios. *Your Spouse must be the same spouse you designated as your Beneficiary for the joint-life option at the time of Activation.

If you are invested in the SIP and you die after electing a Qualified Annuity Form of Payment instead of Activating the portion of your account invested in the SIP, then: (1) If you elected a QJSA while married, your Spousal Beneficiary under the QJSA shall receive lifetime payments equal to 50% of the benefit payments payable under the QJSA during your life; (2) If you elected a QJSA while unmarried, then your QJSA payments will cease upon your death; and. (3) If you elected a QOSA while married, your Spousal Beneficiary under the QOSA shall receive lifetime payments equal to 75% of the benefit payments payable under the QOSA during your life.

Any annuity elected under the QJSA and QOSA options will be provided by liquidating your Secure Income Portfolio balance and using it to purchase an annuity contract from an insurance company. Therefore, upon your and your spouse’s deaths, no further payments would be made payable to a Beneficiary from the SIP account. (See pages 12, 13, 18 and 19 of the attached LIS Brochure).

OTHER IMPORTANT INFORMATION

Plan Amendment or Termination

AB expects to continue the Plan indefinitely, but reserves the right to amend or terminate the Plan by action of the board of directors of its general partner at any time. If the Plan is terminated, no additional contributions will be made to the Plan and you will automatically be fully vested in all your Plan accounts.

The Plan is a defined contribution plan and is not insured by the Pension Benefit Guaranty Corporation. The provisions of the Plan are subject to any changes required by the Internal Revenue Service or the U.S. Department of Labor to comply with federal law or regulations. The Plan is subject to continuing Internal Revenue Service approval.

Plan Administration

The Plan Administrator is AllianceBernstein L.P. The Administrator has delegated responsibility for making rules and regulations for operating the Plan in a fair and equitable manner for all Plan Members, and for making all determinations under the Plan (including whether or not an employee or his or her beneficiary is eligible to receive benefits) to the Administrative Committee for the Profit Sharing Plan for Employees of AllianceBernstein L.P.

The Plan Administrator has the full and exclusive authority to interpret and construe the terms of the Plan and the Trust, in its sole discretion, including such things as provisions establishing eligibility for benefits, the manner in which hours of work are credited for eligibility, the continuance or discontinuance of benefits, the status of any person as a Member, and the level and type of benefits, as well as all other matters.

Assignment of Your Plan Accounts

Generally, your Plan accounts are not subject to claims of your creditors or creditors of your spouse or other beneficiaries, and you may not assign, sell, or commit any unpaid balance in your accounts in any way unless the assignment results from a Qualified Domestic Relations Order ("QDRO"). In general, a QDRO is a court order, judgment or decree that:

- Is made pursuant to a state domestic relations law (including community property laws);
- Relates to the provision of child support, alimony payments, or marital property rights; and
- Creates or recognizes an alternate payee's rights to receive all or a portion of a Member's benefits under an employee benefit plan.

You or your attorney may obtain a copy of the Plan's QDRO procedures from the AllianceBernstein QDRO Administration without charge.

Lifetime Income Strategy and QDROs: If a QDRO is issued before the time a participant Activates any portion of their account invested in the Secure Income Portfolio ("SIP"), the participant's "alternate payee" shall not be eligible to receive a Secure Income Withdrawal Amount under the SIP and, any amount in the LIS to which the alternate payee has a right will be moved to a different investment portfolio under the LIS in accordance with procedures set forth by the Administrative Committee. If a QDRO is issued after the time a participant activates the portion of his account invested in the SIP, if any, the alternate payee will receive an amount based upon the percentage of the SIP awarded under the QDRO until (1) if a single-life form of withdrawal has been elected, the participant's death or (2) if a joint-life form of withdrawal has been selected, the death of the joint-Spouse alternate payee. (See page 20 of the attached LIS Brochure).

In addition, if you commit a crime against the Plan or you breach a fiduciary duty to the Plan, a court may order, or a legal settlement may provide, that all or a portion of your benefits will be assigned to the Plan.

Top Heavy Provisions

The Internal Revenue Code requires plans like this to contain certain provisions that apply only if a plan becomes “top heavy.” The Plan will become top heavy if the sum of the present value of benefits payable from this Plan and the Retirement Plan for Employees of AllianceBernstein L.P. to “key employees” (as defined in the Internal Revenue Code) exceeds 60% of the sum of the present value of the benefits payable to all Members of this Plan and the Retirement Plan for Employees of AllianceBernstein L.P.

If the Plan becomes “top heavy,” certain minimum contributions will have to be made to the Company Contribution Accounts of employees who are not “key employees” and certain other special rules apply. This Plan is not currently top heavy. If it does become top heavy, you will be notified.

Qualified USERRA Military Leave

Employees meeting the requirements of the Uniformed Services Employment and Reemployment Rights Act of 1994 (“USERRA”) regarding their military leave, will generally be treated as follows under the Plan:

1. Distributions during Military Service: Individuals performing military service on active duty for a period of more than 30 days will be deemed to incur a “severance of employment” and are eligible to elect a distribution under the Plan attributable to elective deferrals or other employee contributions. Individuals who choose to take such a distribution from the Plan may not make additional elective deferrals to the Plan for six months following the date of the distribution.
2. Differential Wage Payments: Differential wage payments paid during a period of qualified military service will be considered compensation under the Plan.
3. Reemployment after Military Service: An individual who is reemployed following protected military service will be treated as not having incurred a break in service due to the qualified military service period. Furthermore, upon reemployment, the Plan will grant vesting and benefit credit for the period of time the employee was absent for qualified military service and will credit the employee with any allocations of employer contributions, but not earnings or forfeitures, to which the employee would have been entitled had there been no interruption in employment.
4. Make-Up Contributions: Upon reemployment, “make-up” employee contributions or salary deferrals may be contributed by the employee to the Plan over a period of time equal to three times the period of absence due to qualified military service, but not to exceed five years. For example, if a participant in the Plan is called to 6 months of active military duty, the employee would have 18 months after returning to employment to make up the missed deferrals. Such deferrals would be eligible for any corresponding employer matching

contributions, providing the participant was eligible to receive employer matching contributions.

For purposes of calculating the above plan contributions, the employee's compensation during the period of qualified military service will be assumed to be the rate of pay the employee would have received had there been no interruption in employment. The employer and employee make-up contributions (including elective deferrals) may not exceed the aggregate amount of contributions that would have been permitted under the applicable limits for the year for which the contributions are made if the individual had continued to be employed by the employer during the period of military service.

5. Death during Military Service: If an individual dies while performing military service, he will be treated as dying in service for purposes of entitlement to any death benefits under the Plan. If an individual dies during a period of military service, he will be fully vested in his benefits under the Plan.

Note: The above Qualified USERRA Military Leave Summary only applies to employees whose military service qualifies under USERRA. Employees must generally give the employer advance notice of such qualified military service and submit an application for reemployment to the employer within the time periods prescribed by law.

Claim and Appeal Procedures

(a) Initial Claim.

(1) Any claim by an Employee, Member or Beneficiary ("Claimant") with respect to eligibility, participation, contributions, benefits or other aspects of the operation of the Plan shall be made in writing to the Administrative Committee (or its designee) for such purpose. The Administrative Committee (or its designee) shall provide the Claimant with the necessary forms and make all determinations as to the right of any person to a disputed benefit. An authorized representative of a Claimant may act on behalf of the Claimant in pursuing a benefit claim or any subsequent appeal of an adverse benefit determination hereunder. If a Claimant is denied benefits under the Plan, the Administrative Committee (or its designee) shall notify the Claimant in writing of the denial of the claim within ninety (90) days (or within forty-five (45) days if the claim involves a determination of a claim for disability benefits) after the Administrative Committee receives the claim, provided that in the event of special circumstances such period may be extended.

(2) In the event of special circumstances, the maximum period in which a claim must be determined may be extended as follows:

(A) With respect to any claim, other than a claim that involves a determination of a claim for disability benefits, the ninety (90) day period may be extended for a period of up to ninety (90) days (for a total of one hundred eighty (180) days). If the initial ninety (90) day period is extended, the Administrative Committee or its designee shall notify the Claimant in writing within ninety (90) days of receipt of the claim. The written notice of

extension shall indicate the special circumstances requiring the extension of time and provide the date by which the Administrative Committee expects to make a determination with respect to the claim. If the extension is required due to the Claimant's failure to submit information necessary to decide the claim, the period for making the determination shall be tolled from the date on which the extension notice is sent to the Claimant until the earlier of (i) the date on which the Claimant responds to the Administrative Committee's request for information, or (ii) expiration of the forty-five (45) day period commencing on the date that the Claimant is notified that the requested additional information must be provided.

(B) With respect to a claim that involves a determination of a claim for disability benefits, the forty-five (45) day period may be extended as follows:

(I) Initially, the forty-five (45) day period may be extended for a period to up to an additional thirty (30) days (the "Initial Disability Extension Period"), provided that the Administrative Committee determines that such an extension is necessary due to matters beyond the control of the Plan and, within forty-five (45) days of receipt of the claim, the Administrative Committee or its designee notifies the Claimant in writing of such extension, the special circumstances requiring the extension of time, the date by which the Administrative Committee expects to make a determination with respect to the claim and such information as required under clause (III) below.

(II) Following the Initial Disability Extension Period the period for determining the Claimant's claim may be extended for a period of up to an additional thirty (30) days, provided that the Administrative Committee determines that such an extension is necessary due to matters beyond the control of the Plan and within the Initial Disability Extension Period, notifies the Claimant in writing of such additional extension, the special circumstances requiring the extension of time, the date by which the Administrative Committee expects to make a determination with respect to the claim and such information as required under clause (III) below.

(III) Any notice of extension pursuant to this Paragraph (B) shall specifically explain the standards on which entitlement to a benefit is based, the unresolved issues that prevent a decision on the claim, and the additional information needed to resolve those issues, and the Claimant shall be afforded forty-five (45) days within which to provide the specified information.

(IV) If an extension is required due to the Claimant's failure to submit information necessary to decide the claim, the period for making the determination shall be tolled from the date on which the extension notice is sent to the Claimant until the earlier of (i) the date on which the Claimant responds to the Administrative Committee's request for information, or (ii) expiration of the forty-five (45) day period commencing on the date that the Claimant is notified that the requested additional information must be provided.

(3) Reserved.

(4) If a claim is wholly or partially denied, the notice to the Claimant shall set forth:

(A) The specific reason or reasons for the denial;

(B) Specific reference to pertinent Plan provisions upon which the denial is based;

(C) A description of any additional material information necessary for the Claimant to complete the claim request and an explanation of why such material or information is necessary;

(D) Appropriate information as to the steps to be taken and the applicable time limits if the Claimant wishes to submit the adverse determination for review; and

(E) A statement of the Claimant's right to bring a civil action under Section 502(a) of the Act following an adverse determination on review.

(5) In addition, in the case of a claim for disability benefits filed after April 1, 2018, that is wholly or partially denied, the notice to the Claimant shall be provided in a culturally and linguistically appropriate manner as described in Department of Labor Regulation § 2560.503-1(o) and shall set forth:

(A) A discussion of the decision, including an explanation of the basis for disagreeing with or not following:

(I) The views presented by the Claimant to the Plan of health care professionals treating the Claimant and vocational professionals who evaluated the Claimant;

(II) The views of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with the Claimant's adverse benefit determination, without regard to whether the advice was relied upon in making the benefit determination; and

(III) A disability determination regarding the Claimant presented by the Claimant to the Plan made by the Social Security Administration.

(B) If the adverse benefit determination is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the Claimant's medical circumstances, or a statement that such explanation will be provided free of charge upon request;

(C) Either the specific internal rules, guidelines, protocols, standards or other similar criteria of the Plan relied upon in making the adverse determination or,

alternatively, a statement that such rules, guidelines, protocols, standards or other similar criteria of the Plan do not exist; and

(D) A statement that the Claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the Claimant's claim for benefits. Whether a document, record, or other information is relevant to a claim for benefits shall be determined by reference to Department of Labor Regulation § 2560.503-1(m)(8).

(b) Claim Denial Review.

(1) If a claim has been wholly or partially denied, the Claimant may submit the claim for review by the Administrative Committee. Any request for review of a claim must be made in writing to the Administrative Committee no later than sixty (60) days (or within one hundred and eighty (180) days if the claim involves a determination of a claim for disability benefits) after the Claimant receives notification of denial or, if no notification was provided, the date the claim is deemed denied. Before issuing an adverse decision on appeal of any claim for disability benefits filed after April 1, 2018, the Administrative Committee shall provide any new or additional evidence considered, relied upon, or generated by or at the direction of the Administrative Committee or its designee, and any new or additional rationale upon which the adverse decision on appeal is based. This information shall be provided to the Claimant free of charge and sufficiently in advance of the decision to provide the Claimant with a reasonable opportunity to respond. The Claimant or his duly authorized representative may:

(A) Upon request and free of charge, be provided with reasonable access to, and copies of, relevant documents, records, and other information relevant to the Claimant's claim; and

(B) Submit written comments, documents, records, and other information relating to the claim. The review of the claim determination shall take into account all comments, documents, records, and other information submitted by the Claimant relating to the claim, without regard to whether such information was submitted or considered in the initial claim determination.

(2) The decision of the Administrative Committee upon review shall be made within sixty (60) days (or within forty-five (45) days if the claim involves a determination of a claim for disability benefits) after receipt of the Claimant's request for review, unless special circumstances (including, without limitation, the need to hold a hearing) require an extension. In the event of special circumstances, the maximum period in which a claim must be determined may be extended as follows:

(A) With respect to any claim, other than a claim that involves a determination of a claim for disability benefits, the sixty (60) day period may be extended for a period of up to sixty (60) days.

(B) With respect to a claim that involves a determination of a claim for disability benefits, the forty-five (45) day period may be extended for a period of up to forty-five (45) days.

(3) If the sixty (60) day period (or forty-five (45) day period where the claim involves a determination of a claim for disability benefits) is extended, the Administrative Committee or its designee shall, within sixty (60) days (or within forty-five (45) days if the claim involves a determination of a claim for disability benefits) of receipt of the claim for review, notify the Claimant in writing. The written notice of extension shall indicate the special circumstances requiring the extension of time and provide the date by which the Administrative Committee expects to make a determination with respect to the claim upon review. If the extension is required due to the Claimant's failure to submit information necessary to decide the claim, the period for making the determination shall be tolled from the date on which the extension notice is sent to the Claimant until the earlier of (i) the date on which the Claimant responds to the Administrative Committee's request for information, or (ii) expiration of the forty-five (45) day period commencing on the date that the Claimant is notified that the requested additional information must be provided.

(4) The Administrative Committee, in its sole discretion, may hold a hearing regarding the claim and request that the Claimant attend. If a hearing is held, the Claimant shall be entitled to be represented by counsel.

(5) The Administrative Committee's decision upon review on the Claimant's claim shall be communicated to the Claimant in writing. If the claim upon review is denied, the notice to the Claimant shall set forth:

(A) The specific reason or reasons for the decision, with references to the specific Plan provisions on which the determination is based;

(B) A statement that the Claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to the claim; and

(C) A statement of the Claimant's right to bring a civil action under Section 502(a) of the Act.

(D) In addition, in the case of a claim for disability benefits filed after April 1, 2018, that is wholly or partially denied, the notice to the Claimant shall be provided in a culturally and linguistically appropriate manner as described in Department of Labor Regulation § 2560.503-1(o) and shall set forth:

(I) A discussion of the decision, including an explanation of the basis for disagreeing with or not following:

(i) The views presented by the Claimant to the Plan of health care professionals treating the Claimant and vocational professionals who evaluated the Claimant;

(ii) The views of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with a Claimant's adverse benefit determination, without regard to whether the advice was relied upon in making the benefit determination; and

(iii) A disability determination regarding the Claimant presented by the Claimant to the Plan made by the Social Security Administration.

(II) If the adverse benefit determination is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the Claimant's medical circumstances, or a statement that such explanation will be provided free of charge upon request;

(III) Either the specific internal rules, guidelines, protocols, standards or other similar criteria of the Plan relied upon in making the adverse determination or, alternatively, a statement that such rules, guidelines, protocols, standards or other similar criteria of the Plan do not exist; and

(IV) A description of the applicable contractual limitations period that applies to the Claimant's right to bring an action under Section 502(a) of the ERISA, including the calendar date on which the contractual limitations period expires for the claim.

(6) Any review of a claim involving a determination of a claim for disability benefits shall not afford deference to the initial adverse benefit determination and shall not be determined by any individual who made the initial adverse benefit determination or a subordinate of such individual. In deciding a review of any adverse benefit determination that is based in whole or in part on a medical judgment, including determinations with regard to whether a particular treatment, drug, or other item is experimental, investigational, or not medically necessary or appropriate, the Administrative Committee shall consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment.

(c) All interpretations, determinations and decisions of the Administrative Committee with respect to any claim, including without limitation the appeal of any claim, shall be made by the Administrative Committee, in its sole discretion, based on the Plan and comments, documents, records, and other information presented to it, and shall be final, conclusive and binding.

(d) The claims procedures set forth in this section are intended to comply with United States Department of Labor Regulation § 2560.503-1 and should be construed in accordance with such regulation. In no event shall it be interpreted as expanding the rights of Claimants beyond what is required by United States Department of Labor Regulation § 2560.503-1.

(e) No legal or equitable action for benefits under the Plan, to enforce the Claimant's rights under the Plan, or to clarify the Claimant's right to future benefits under the Plan may be brought unless and until the Claimant has followed the claims and appeal procedures that are described in this Section and the benefits requested by the Claimant have been denied in whole or in part, or there is any other adverse benefit determination. In addition, no legal or equitable action for benefits under the Plan, to enforce the Claimant's rights under the Plan, to clarify the Claimant's rights to future benefits under the Plan, or against the Plan Administrator or any other Plan fiduciary may be brought more than one (1) year following the earlier of: (i) the date that such one-year limitations period would commence under applicable law, (ii) the date upon which the Claimant knew or should have known that the Claimant did not receive an amount due under the Plan, and (iii) the date on which the Claimant fully exhausted the Plan's administrative remedies. All lawsuits commenced after such period shall be deemed to have been waived by the Claimant and shall thereafter be wholly unenforceable. Nothing in this paragraph shall be construed to extend any otherwise applicable statute of limitations period set forth under ERISA or any under any other applicable law.

Your Rights under ERISA

AB is not required to provide or maintain the Plan. Because it does, however, you're entitled to certain rights and protection under ERISA. ERISA provides that all Plan participants shall be entitled to:

Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including a copy of the latest annual report (Form 5500 Series) filed by the plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including copies of the latest annual report (Form 5500 Series) and updated summary plan description. The 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 the summary annual report.

Prudent Actions by Plan Fiduciaries

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the employee benefit 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 your 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.

Enforce Your Rights

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 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Administrator. If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in Federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

Assistance with Your Questions

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publication hotline of the Employee Benefits Security Administration.

Limitations

Membership in the Plan does not give you the right to continue your employment with AB or the right to benefits except as outlined in the Plan document.

A FINAL WORD

This Summary Plan Description describes important features of the Profit Sharing Plan for Employees of AllianceBernstein L.P. in easy-to-understand terms. It is shorter and less technical than the legal Plan document. If there is any conflict or inconsistency between this Summary Plan Description and the Plan document—or if this booklet does not cover, or only partially covers any Plan provision—the Plan document—as interpreted by the Plan Administrator—will govern. Your rights and the rights of your beneficiaries to benefits from this Plan will always be determined under the provisions of the Plan document and under any legal rules that require changes not yet written into the Plan document.

ADDITIONAL INFORMATION

| | |
|------------------|---|
| Plan Name | Profit Sharing Plan for Employees of AllianceBernstein L.P. |
|------------------|---|

| | |
|---|--|
| Plan Sponsor | AllianceBernstein L.P. 501 Commerce Street, Nashville, TN 37203 |
| Employer Identification Number of Plan Sponsor | 13-4064930 |
| Plan Number | 001 |
| Plan Year | January 1 – December 31 |
| Plan Type | Profit Sharing, Defined Contribution |
| Type of Administration | Self-administered, Trusteed |
| Plan Administrator | AllianceBernstein L.P. 501 Commerce Street, Nashville, TN 37203 |
| Plan Trustee | Voya Institutional Trust Co. One Orange Way Windsor, CT 06095-4774 |
| Agent for Service of Legal Process | Service of legal process may be made upon the Plan Administrator or Plan Trustee. |