



QDRO Approval Guidelines & Procedures

PepsiCo Savings Plan

Effective March 7, 2022

QDRO APPROVAL GUIDELINES AND PROCEDURES

PepsiCo Savings Plan

Effective: March 7, 2022

This document is designed to assist in the preparation of a domestic relations order (“Order”) that meets the requirements of federal law and the provisions of the Plan. In the following sections, you will find the Plan’s processing guidelines for determining the qualification of an Order and some discussion of Plan features and issues that should be considered in drafting an Order that is intended to become a qualified domestic relations order (“QDRO”). For a more detailed discussion of the various features of the Plan, please refer to the applicable Summary Plan Description. For information on how to obtain a copy of your Plan’s Summary Plan Description, please call The PepsiCo Savings and Retirement Center at Fidelity at **1-800-632-2014**. See “Contact Information” for additional information.

NOTE: Individuals seeking QDROs may not rely on the Plan Administrator, Fidelity or any employees or agents of the Plan Administrator or Fidelity for advice on which type or form of QDRO is most appropriate under any particular factual situation. The content of these QDRO Guidelines is intended for informational purposes only and should not be construed as legal advice or legal opinion. Further, the information contained in this document is subject to revision at any time based upon changes in the Plan language, federal law or at the direction of the Plan Administrator.

GETTING STARTED

To get started, refer to the “**Checklist for Completing a QDRO**” on page 22. This checklist will take you step-by-step through the process of creating a QDRO.

Domestic Relations Orders may be drafted by:

- Using Fidelity’s QDRO Center website (<HTTPS://QDRO.FIDELITY.COM>), or
- Manually

1. **THE FIDELITY QDRO CENTER.** The Fidelity QDRO Center is a website that was created to assist individuals in the preparation of domestic relations orders and is tailored to meet the requirements of the Plan, ERISA and the Internal Revenue Code. The Fidelity QDRO Center website provides immediate access to a Glossary of Terms, Frequently Asked Questions, and each Plan's QDRO Approval Guidelines and Procedures (“QDRO Guidelines”).

The advantages of using the Fidelity QDRO Center website to create an Order are as follows:

- Quick and easy creation of an Order
- Helps avoid common errors and omissions, producing Orders that are more frequently qualified
- Expedited Order review
- Reduced Order review fees

The Fidelity QDRO Center may be accessed by going to <HTTPS://QDRO.FIDELITY.COM> (You must register to log-in). Specific step-by-step questions will guide you through the Order creation process. The Fidelity QDRO Center website is designed to assist in the creation of an Order. Use of the Fidelity QDRO Center website does **not** result in an automatic electronic submission of an Order to Fidelity. Orders created using the Fidelity QDRO Center website **must be printed out** and executed by a court of competent jurisdiction prior to submission to Fidelity for review. Note: an Initial Draft Order may be submitted for review and preapproval, however, a court-executed Order is required to segregate the Alternate Payee’s award.

2. **MANUALLY.** Any Order that is *not* drafted using Fidelity’s QDRO Center website *or* any Order that is drafted using Fidelity’s QDRO Center website but is subsequently altered is considered a manually drafted Order. Parties with uniquely complicated needs may choose to submit a manually drafted Order to Fidelity for review.

Note: Parties choosing to draft an Order manually may use the MODEL ORDER contained within this document. (See “Model Order”)

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INTRODUCTION

WHAT ARE QDRO GUIDELINES?

In accordance with the applicable provisions of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”) and the Internal Revenue Code of 1986, as amended (“Code”), the Plan Administrator has established the following QDRO Approval Guidelines and Procedures (“QDRO Guidelines”) for the following plan (“Plan”):

PepsiCo Savings Plan

These QDRO Guidelines are used by Fidelity, at the Plan’s direction to determine whether a domestic relations order (“Order”) relating to the Plan meets the requirements of a qualified domestic relations order (“QDRO”).

These QDRO Guidelines are only intended to cover a participant’s benefits payable from the Plan, and an Order accepted as a QDRO under these QDRO Guidelines will only be valid against a participant’s benefits payable from such Plan. The Plan Administrator has determined that any defined contribution retirement plan sponsored by PepsiCo, Inc. that is not qualified under the Code (“non-qualified defined contribution plan”) from which a participant may be eligible to receive benefits cannot be divided, and neither the non-qualified defined contribution plan nor Fidelity will accept direction to divide such benefits.

WHY IS A QUALIFIED DOMESTIC RELATIONS ORDER NECESSARY?

Under ERISA and the Code, a participant’s tax-qualified plan benefit may not be alienated or assigned except in accordance with a QDRO. A QDRO is a court order issued under a state’s domestic relations law that:

- 1.) Recognizes the right of an alternate payee (who must be either a spouse, former spouse, child or other dependent of a participant in an employee benefit plan) to receive all or part of the participant’s vested interest in a tax-qualified retirement plan, and
- 2.) Has been determined by the Plan Administrator to meet specific requirements of federal law and the provisions of the Plan.

Unless an Order meets these requirements, it will not be considered a QDRO and the terms of the Order cannot be enforced by the Plan.

NOTE: For purposes of the Plan, a participant is considered to be married if the Participant is married to a person who is considered to be the Participant’s spouse for federal income tax purposes.

THE FOLLOWING SECTION OUTLINES ISSUES THAT MUST **OR** MAY BE ADDRESSED IN THE ORDER

PLAN NAME

The Order MUST clearly specify the Plan to which it applies. A minor variation on the exact Plan name will be accepted if Fidelity can clearly determine the Plan to which the Order applies. The legal name of the Plan to which these QDRO Guidelines apply is:

❖ **PepsiCo Savings Plan***

Current Plan	Previous Plan Names <i>(if applicable)</i>	Certain Plans That Have Merged Into This Plan <i>("Former Plans")</i>
PepsiCo Savings Plan	PepsiCo 401(k) Plan for Salaried Employees PepsiCo 401(k) Plan	PBG 401(k) Program* PBG 401(k) Savings Program PepsiAmericas, Inc. Salaried 401(k) Plan PepsiAmericas, Inc. Hourly 401(k) Plan* PepsiCo 401(k) Plan for Hourly Employees Quaker 401(k) Plan for Salaried Employees Quaker 401(k) Plan for Hourly Employees* PepsiCo Long Term Savings Plan** Tropicana Retirement Savings and Investment Plan** Tropicana Retirement Savings & Investment Plan for Union Employees of Tropicana Products, Inc. and Affiliates* Pepsi-Cola Bottlers Standing-in-the-Future 401(K) Multiple Employer Plan Health Warrior 401(k) Plan

* Former Plans that merged into the PepsiCo 401(k) Plan for Hourly Employees prior to merging into the PepsiCo Savings Plan.

** Former Plans with populations that merged into both the PepsiCo 401(k) Plan for Hourly Employees and the PepsiCo Savings Plan.

- ❖ All Orders must reference the applicable current Plan name. Orders that reference previous Plan names and/or Former Plans will be non-qualified.
- ❖ Previously existing Former Plan balances, if any, will be included in the determination of the Alternate Payee's award.
- ❖ All awards will be transferred proportionately from all standard investment options in the Plan as of the date of segregation. See the "Transfer of the Award from the Participant's Plan Account" section of these QDRO Guidelines.
- ❖ The Participant may obtain Plan-specific account information via www.netbenefits.com/pepsico. Alternatively, the Parties may obtain Plan-specific Participant account information via a properly served court-ordered subpoena OR notarized written authorization from the Participant. If you have any questions, please call The PepsiCo Savings and Retirement Center at Fidelity at **1-800-632-2014**.

PARTICIPANT AND ALTERNATE PAYEE INFORMATION

- ❖ The Order **must** contain the following information (or be otherwise obtainable from Fidelity records). Any Order that does not contain this information **may** be **non-qualified**.

- * **Full names of Participant and Alternate Payee**
- * **Last known mailing addresses of Participant and Alternate Payee**

*If the Order pertains to Child Support, the minor child (ren) **must** be named as the Alternate Payee(s). The Order **must** provide the name and address of the Alternate Payee's legal representative (i.e., guardian or a party acting in loco parentis) and the date of birth and social security number of the minor child Alternate Payee.*

- ❖ The Order **should** contain the following information. Failure to include this information with the Order will delay the distribution to the Alternate Payee but will **not** cause the Order to be non-qualified. Parties should provide dates of birth and social security numbers separately using the QDRO Information Sheet included in these QDRO Guidelines (see "Forms"), or the Addendum (see "Definition of Terms") if the Parties are submitting a web-generated Order.

- * **Social security numbers for the Participant and Alternate Payee** (and the minor child if applicable)
- * **Dates of birth for the Participant and Alternate Payee** (and the minor child if applicable)

Note: The Alternate Payee's date of birth will be used to determine the appropriate target date fund in which the Alternate Payee's award will be invested (see the "Transfer of the Award from the Participant's Plan Account" section of these QDRO Guidelines).

- * **The Alternate Payee's relationship to the Participant**

VALUATION DATE

- ❖ The Order should state a **single** Valuation Date (see "Definition of Terms") to be used for determining the Alternate Payee's award.
- ❖ In the event that the Order is **silent** regarding the Valuation Date, *the date of account segregation will be used as the Valuation Date. The "date of account segregation" means the date on which the Alternate Payee's award is segregated from the Participant's account into a separate Plan account established in the name of the Alternate Payee.*
- ❖ If the Valuation Date stated in the Order falls on a non-business day or a day that the New York Stock Exchange ("NYSE") is closed, Fidelity will use the account balance as of the close of the previous business day.
- ❖ The earliest Valuation Date available for the Plan on Fidelity's recordkeeping system is **September 30, 1999***.
 - * *For participants formerly in either the Pepsi-Cola Bottlers Standing-in-the-Future 401(K) Multiple Employer Plan, or the Health Warrior 401(k) Plan, the earliest Valuation Date available is **October 1, 2021**.*
 - * *For participants formerly in the PBG 401(k) Savings Program, the earliest Valuation Date available is **December 30, 2005**. Certain participants may have account information prior to December 30, 2005. Please contact The PepsiCo Savings and Retirement Center at Fidelity at 1-800-632-2014 to confirm.*
 - * *For participants formerly in either the PepsiAmericas, Inc. Salaried 401(k) Plan, or the PepsiAmericas, Inc. Hourly 401(k) Plan, the earliest Valuation Date available is **January 2, 2003**.*
 - * *For participants formerly in the PepsiCo 401(k) Plan for Hourly Employees, the earliest Valuation Date available is **January 2, 2002**.*
 - * *For participants formerly in the PBG 401(k) Program, the earliest Valuation Date available is **April 1, 2000**.*
 - * *For participants formerly in either The Quaker 401(k) Plan for Salaried Employees, or The Quaker 401(k) Plan for Hourly Employees, the earliest Valuation Date available is **June 1, 1998**.*
- ❖ Any Order that states a Valuation Date prior to the earliest Valuation Date available for the Plan or any Order for which the Valuation Date is unclear will be **non-qualified**.

If the Parties wish to determine the Alternate Payee's award as of a date prior to the earliest available Valuation Date, they must obtain the necessary Plan account information from their own records, and then calculate the specific dollar amount of the Alternate Payee's award, make any adjustments for earnings (if applicable), and state such awarded amount in the Order. Please note that the Order must use a Valuation Date which is on or after the earliest Valuation Date available for the Plan *and* the Valuation Date must not be prior to the date on which the Participant's account balance in the Plan first became available on Fidelity's recordkeeping system.

AMOUNT OF THE ALTERNATE PAYEE'S AWARD

❖ The Order **may** assign the Alternate Payee *either*:

- * a percentage, *or*
- * a specific dollar amount

of the Participant's ***total vested account balance*** (hereinafter referred to as "account" or "account balance") under the Plan as of the Valuation Date.

❖ Any Order which contains an award which is not clear and calculable will be **non-qualified**.

SAMPLE LANGUAGE: To address the award, one of the following may be added to the Order:

- * The Alternate Payee's interest in the Plan shall be ___% of the Participant's total vested account balance under the Plan as of _____ (the "Valuation Date").
- * The Alternate Payee's interest in the Plan shall be ___% of the Participant's total vested account balance under the Plan between _____ and _____ (the "Valuation Date").
- * The Alternate Payee's interest in the Plan shall be \$ _____ of the Participant's total vested account balance under the Plan as of _____ (the "Valuation Date"). If the Participant's total vested account balance is insufficient on either the Valuation Date and/or the date of account segregation such that the Alternate Payee's awarded amount cannot be obtained, the date of segregation shall be used as the Valuation Date and the Alternate Payee's interest in the Plan shall be the lesser of the awarded dollar amount or 100% of the Participant's total vested account balance under the Plan as of the date of account segregation.

EARNINGS

❖ The Order should indicate whether the Alternate Payee's award will be subject to earnings (dividends, interest, gains and losses) *from the Valuation Date to the date of account segregation*.

❖ In the event that the Order is **silent** regarding this issue, the Alternate Payee **will not** be subject to earnings on the Alternate Payee's award *from the Valuation Date to the date of account segregation*.

❖ If the Order states that the Alternate Payee's award is subject to earnings, earnings on the Alternate Payee's award will be calculated (based upon the investments held in the Participant's account) *from the Valuation Date to the date of account segregation* using the following formula:

$$\text{Total Earnings} * X \frac{\text{Alternate Payee's award}}{\text{(Participant's total vested account balance as of Valuation Date specified in Order (+) contributions \& loan repayments, (-) any withdrawals \& loans posted between the Valuation Date specified in the Order and the date of segregation.)}}$$

**Total Earnings = (Total Interest + Total Dividends + Total Realized Gain/Loss + Total Unrealized Gain/Loss + Loan Interest)*

❖ In all cases, after qualification of the Order and segregation of the award from the Participant's account into a separate account established for the Alternate Payee, the Alternate Payee's awarded amount will be subject to earnings (dividends, interest, gains and losses) based upon the investments within the Alternate Payee's account *from the date of account segregation to the date of distribution*.

❖ Any Order which is **unclear** as to the treatment of earnings on the Alternate Payee's award will be **non-qualified**.

SAMPLE LANGUAGE: To address the issue of earnings, one of the following sentences may be added to the Order:

- * The Alternate Payee's award **IS** subject to earnings (dividends, interest, gains and losses) from the Valuation Date to the date that the award is segregated from the Participant's account.
- * The Alternate Payee's award **IS NOT** subject to earnings (dividends, interest, gains and losses) from the Valuation Date to the date that the award is segregated from the Participant's account.

PARTICIPANT LOANS

- ❖ The Order should indicate whether the value of any outstanding loans on the Valuation Date is to be included in determining the Alternate Payee's award.
- ❖ In the event that the Order is **silent** regarding this issue, the value of the Participant loan balance(s) outstanding as of the Valuation Date specified in the Order **will not** be included in the Participant's Plan account balance for purposes of calculating the account balance to be divided.

Example 1:

- Participant's total vested account balance on Valuation Date: \$100,000*
- Participant's outstanding loan balance on Valuation Date: \$ 10,000*
- Alternate Payee's award, if defined in Order as 50% of the Participant's vested account balance **excluding** loans: \$ 50,000

Example 2:

- Participant's total vested account balance on Valuation Date: \$100,000*
- Participant's outstanding loan balance on Valuation Date: \$ 10,000*
- Alternate Payee's award, if defined in Order as 50% of the Participant's vested account balance **including** loans: \$ 55,000

Fidelity Participant statements report outstanding loan balances as a separate line item from the total vested account balance, which is the vested **liquid balance in the Plan. A participant's total interest in the Plan is the sum of the total vested account balance and the outstanding loan balance shown on the statement.*

- ❖ The Alternate Payee's award will be paid from the non-loan assets of the Participant's Plan account.
- ❖ If, as a result of an outstanding loan balance(s), the Participant's liquid balance (non-loan assets) is not sufficient to cover the required transaction to transfer the award to the Alternate Payee, the Order will be **non-qualified**.
- ❖ Any Order which is **unclear** as to the treatment of loans in determining the Alternate Payee's award will be **non-qualified**.
- ❖ There will be **no** transfer of the Participant's loan liability to the Alternate Payee. Any remaining loan balance(s), at the time of segregation of the award, will remain with the Participant. Any Order which attempts to assign loan liability to the Alternate Payee will be **non-qualified**.

SAMPLE LANGUAGE: To address the issue of loans, one of the following sentences may be added to the Order:

- * In the event there is an outstanding loan balance as of the Valuation Date, the outstanding loan balance **WILL** be included for purposes of calculating the account balance to be divided.
- * In the event there is an outstanding loan balance as of the Valuation Date, the outstanding loan balance **will NOT** be included for purposes of calculating the account balance to be divided.

BENEFIT FORM

- ❖ The Alternate Payee will have the right to select from among the benefit forms available to Participants under the terms of the Plan at the time the Alternate Payee elects to receive a distribution.
- ❖ If the Order is **silent** regarding this issue, the Alternate Payee will have the right to select the benefit form(s) at the time the Alternate Payee is eligible and elects to receive a distribution.
- ❖ Any Order which states a form of benefit not available to Participants will be **non-qualified**.

SAMPLE LANGUAGE: To address the benefit form, the following sentence may be added to the Order:

- * The Alternate Payee will have the right to select from among the benefit forms available to Participants under the terms of the Plan at the time the Alternate Payee elects to receive a distribution.

COMMENCEMENT OF THE ALTERNATE PAYEE'S AWARD

- ❖ The Alternate Payee may initiate a distribution of the Alternate Payee's award as soon as administratively feasible following the qualification of the Order and segregation of the Alternate Payee's award, pursuant to the administrative procedures established for the Plan.
- ❖ If the Order is **silent** regarding this issue, the Alternate Payee may initiate a distribution of the Alternate Payee's award as soon as administratively feasible following the qualification of the Order and segregation of the Alternate Payee's award.
- ❖ Any Order which states otherwise will be **non-qualified**.

SAMPLE LANGUAGE: To address the issue of commencement, the following sentence may be added to the Order:

- * The Alternate Payee's interest in the Plan shall be payable as soon as administratively feasible following the qualification of the Order.

TRANSFER OF THE AWARD FROM THE PARTICIPANT'S PLAN ACCOUNT

- ❖ A Participant's Plan account may consist of standard plan options and a BrokerageLink account. A BrokerageLink account is a self-directed account within the Plan.
- ❖ The Alternate Payee's award **must** be transferred proportionately from all standard plan investment options in the Participant's Plan account(s) (not including the BrokerageLink account) as of the date of account segregation. Orders that provide otherwise will be **non-qualified**. If there are insufficient funds in the standard plan investment options to satisfy the Alternate Payee's award, the liquidation of the Participant's BrokerageLink account will be effectuated (using a last in, first out methodology) until sufficient assets have been obtained to satisfy the Alternate Payee's award.
- ❖ The Alternate Payee's award **must** be transferred proportionately from all contribution sources in the Participant's Plan account(s) as of the Valuation Date. The Order **cannot** specify that the Alternate Payee's award be transferred from a specific contribution source (i.e., the after-tax source only). **Orders that provide for this will be non-qualified.** Pursuant to Section 72(m)(10) of the Code, the tax cost basis of the investment options in the Participant's Plan account(s) **must** be transferred to the Alternate Payee proportionately from all contribution sources.
- ❖ Following the segregation of the Alternate Payee's award (from the Participant's account into a separate account established for the Alternate Payee), the Alternate Payee's awarded amount will be invested in a target date fund, in accordance with the Plan's administrative procedures. **Please note that the Alternate Payee's date of birth will be used to determine the appropriate target date fund.**

TRANSFER OF THE AWARD FROM THE PARTICIPANT'S PLAN ACCOUNT continued

- ❖ The target date funds are the LifePath® Funds offered and managed by BlackRock. The Alternate Payee's award will be invested in the LifePath® Fund listed below that has a target date closest to the Alternate Payee's 65th birthday.

If the Alternate Payee's Date of Birth is:	The Alternate Payee's Award will be Invested into this Fund:
December 31, 1957 or Earlier	BlackRock LifePath® Retirement
January 1, 1958 - December 31, 1962	BlackRock LifePath® 2025
January 1, 1963 - December 31, 1967	BlackRock LifePath® 2030
January 1, 1968 - December 31, 1972	BlackRock LifePath® 2035
January 1, 1973 - December 31, 1977	BlackRock LifePath® 2040
January 1, 1978 - December 31, 1982	BlackRock LifePath® 2045
January 1, 1983 - December 31, 1987	BlackRock LifePath® 2050
January 1, 1988 - December 31, 1992	BlackRock LifePath® 2055
January 1, 1993 - December 31, 1997	BlackRock LifePath® 2060
January 1, 1998 or later	BlackRock LifePath® 2065

SAMPLE LANGUAGE: To address the issue of transfer, the following paragraph may be added to the Order:

- * The Alternate Payee's award will be transferred proportionally from all standard Plan investment options in which the Participant's account is invested as of the date of account segregation (not including BrokerageLink). In the event that the Participant has a BrokerageLink account and there are insufficient funds in the standard plan investment options in the Participant's Plan account balance to satisfy the Alternate Payee's award, the Participant's BrokerageLink account will be liquidated (using a last in, first out methodology) until sufficient assets have been obtained to satisfy the Alternate Payee's award. Following the segregation of the Alternate Payee's award (from the Participant's account into a separate account established for the Alternate Payee), the Alternate Payee's awarded amount will be invested in a target date fund, in accordance with the Plan's administrative procedures.

TAXATION

An Alternate Payee who is a spouse or former spouse of the Participant is responsible for any taxes incurred upon distribution of benefits to the Alternate Payee. If the Alternate Payee is a child or dependent of the Participant, the Participant is responsible for taxes on such distribution. **The Order will be non-qualified if it states otherwise.** It is not possible to change federal taxation rules by agreement of the Parties in a Qualified Domestic Relations Order.

SAMPLE LANGUAGE: To address the issue of taxation, the following paragraph may be added to the Order:

- * For the purposes of Sections 402 and 72 of the Internal Revenue Code, any Alternate Payee who is the spouse or former spouse of the Participant will be treated as distributee of any distributions or payments made to the Alternate Payee under the terms of this Order, and as such, will be required to pay the appropriate federal and/or state income taxes on such distribution. If the Alternate Payee is a child or other dependent of the Participant, the Participant will be responsible for any federal and/or state income taxes on such distribution.
-

DEATH OF ALTERNATE PAYEE

The Alternate Payee does not have the right to designate a beneficiary. If the Alternate Payee dies after the qualification of an Order, either prior to or subsequent to the segregation of assets for the Alternate Payee, the Alternate Payee's award will be paid to the Alternate Payee's estate.

- * *Any actual beneficiary designation(s), or any provision attempting to grant the Alternate Payee the right to designate a beneficiary, contained within the Order will be disregarded, but will not cause the Order to be non-qualified.*
- * If the Alternate Payee dies *prior to the qualification of an Order*, there shall be no benefits payable on behalf of the Alternate Payee.

SAMPLE LANGUAGE: To address the death of the Alternate Payee, the following paragraph may be added to the Order:

- * The Alternate Payee does not have the right to designate a beneficiary. In the event of the Alternate Payee's death after the qualification of this Order, either prior to or subsequent to the segregation of assets for the Alternate Payee, the Alternate Payee's award will be paid to the Alternate Payee's estate.

DEATH OF PARTICIPANT

The death of the Participant after the qualification of the Order **will not** affect the Alternate Payee's right to the Alternate Payee's award.

SAMPLE LANGUAGE: To address the death of the Participant, the following sentence may be added to the Order:

- * The death of the Participant after the qualification of the Order will not affect the Alternate Payee's right to the Alternate Payee's award with respect to the benefit assigned to the Alternate Payee hereunder, and any beneficiary designation made by the Participant shall be disregarded with respect to that amount.

POSTHUMOUS ORDERS

- ❖ A posthumous Order is an Order submitted after the death of the Participant.
- ❖ The Plan will accept a posthumous Order only if such Order otherwise meets the requirements for qualification pursuant to these QDRO Guidelines and the Participant's account has not yet been distributed.

QDRO/BENEFICIARY DESIGNATION COORDINATION

- ❖ Any language in the Order which attempts to divest the Alternate Payee of all right, title and interest in the Participant's remaining benefit(s) under the Plan, or which attempts to waive such right and interest (with the exception of the amount awarded under the Order), **will be disregarded**. All beneficiary designations must be properly submitted by the Participant pursuant to the beneficiary designation procedures under the Plan, and will be honored regardless of who is named as the beneficiary in the Order.
 - ❖ **Any beneficiary designations on behalf of the Participant contained in the Order WILL cause the Order to be non-qualified**. The Participant is hereby advised that they can designate a new beneficiary (or re-designate the Alternate Payee if desired) through The PepsiCo Savings and Retirement Center at Fidelity.
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ADDITIONAL REASONS FOR REJECTION

An Order that fails to meet the federal statutes (i.e., ERISA and the Code) and these QDRO Guidelines will be determined to be **non-qualified**. In addition to the requirements previously identified in this Section, an Order will be non-qualified if any of the following deficiencies are contained within the document:

- * The Order contains contradictory provisions;
 - * The Order is unclear on what, how or when to pay the Alternate Payee;
 - * The Order specifies that the Plan pay attorney's and/or court fees;
 - * The Order requires payment to an assignee other than the Alternate Payee;
 - * The Order assigns to the Alternate Payee monies that have already been paid out from the Plan to the Participant;
 - * The Order specifies assignment and/or segregation of benefits in a plan not covered by these QDRO Guidelines;
 - * The Order requires payment to the Alternate Payee of benefits forfeited by the Participant;
 - * The Participant has no vested benefit entitlement in the Plan as of the specified Valuation Date;
 - * The Order can be construed to improperly bind the Plan;
 - * The Order is not executed by a U.S. state court (or other U.S. court having proper jurisdiction).
-

ORDERS ACCEPTED FOR REVIEW

Fidelity must receive an **original or photocopy** of either a Court Certified or True Copy of a Court-Executed Order that has been determined to be qualified before the terms of the Order can be honored. (See, "Definition of Terms")

The following Orders may be submitted to Fidelity for review:

- ❖ **Any Court-Executed Order** (see, "Definition of Terms")
- ❖ **An Initial Draft Order** (see, "Definition of Terms")
 - * An Initial Draft Order **will** be sufficient to place an **18-month** disbursement restriction on the Participant's Plan account(s) (see, "Disbursement Restrictions").
 - * After an Initial Draft Order has been reviewed, the next Order submitted for review **MUST** be a Court-Executed Order.
- ❖ **A signed Order or Notice from a state child support enforcement agency**
- ❖ **A Draft Amended Order** (see, "Definition of Terms")
 - * After a Draft Amended Order has been reviewed, the next Order submitted for review **MUST** be a Court-Executed Order.
- ❖ **A Court-Executed or Draft Amended Combination Order** (as defined in, "Definition of Terms")

Note: Each individual Plan named in the Order must qualify under the appropriate set of QDRO Guidelines for the Order to be considered qualified. Therefore, the Parties may find it preferable to enter a separate Order for each Plan from which benefits are sought to be assigned to the Alternate Payee.

Note: **Along with your Order, please submit a completed copy of the attached "QDRO Information Sheet"** (see, "Forms"), **or the Addendum** (see, "Definition of Terms") **if it is a web-generated Order.**

ORDERS NOT ACCEPTED FOR REVIEW

The following Orders will NOT be reviewed:

- ❖ An Order that references a Plan sponsored by PepsiCo, Inc. for which Fidelity does not provide QDRO review and qualification services.

NOTE: Such an Order will be returned to the sender.

HOW LONG WILL IT TAKE FIDELITY TO REVIEW MY ORDER?

Pursuant to ERISA and the Code, Fidelity will advise the Parties, in writing, within a reasonable period of time as to the Order's qualification or non-qualification.

Typically, Fidelity determines the qualification or non-qualification of an Order within ***10 business days*** for Orders generated from the Fidelity QDRO Center website (which have not been altered) and within ***30 business days*** for Orders not generated from the Fidelity QDRO Center website *or* for Orders generated from the Fidelity QDRO Center website but subsequently altered.

After the review and qualification of an Order is complete, additional time is required in order to segregate the Alternate Payee's award from the Participant's account(s) into a separate account established in the Alternate Payee's name. This is typically completed within ***15 business days***.

DISBURSEMENT RESTRICTIONS

Upon placement of a disbursement restriction and until the disbursement restriction is removed, the Participant (or Alternate Payee, if applicable) will be unable to initiate loans, withdrawals or distributions from the Participant or Alternate Payee's respective account(s). However, if currently eligible, the Participant (or Alternate Payee, if applicable) may continue to direct the investment of future contributions and existing balances.

PLACEMENT OF DISBURSEMENT RESTRICTIONS

Fidelity **will** place a disbursement restriction on the Participant's Plan account(s) (and/or the Alternate Payee's account(s), if applicable) upon receipt of any of the following:

- ❖ **A Court-Executed Order**
- ❖ **A Court-Executed Amended Order**
- ❖ **An Initial Draft Order**
- ❖ **A Letter of Adverse Interest** (see, "Letters of Adverse Interest")
- ❖ **A Joinder***
- ❖ **Written direction from the Plan Administrator**
- ❖ **A letter of Dispute** (see, "Disputes")

If Fidelity receives one of the above-referenced documents and the document is unclear with respect to the Plan(s) to which it applies, a **disbursement restriction** will be placed on each of the Participant's Plan accounts for which Fidelity provides QDRO review and qualification services, as appropriate.

*Upon receipt of a Joinder that references the Plan, Fidelity will place a disbursement restriction on the Participant's Plan account(s). However, the Plan Administrator will not otherwise respond to the Joinder. Fidelity will send a letter to all Parties acknowledging receipt of the Joinder, notifying the Parties of the restriction on the account(s) and explaining the reason for not responding to the Joinder.

REMOVAL OF DISBURSEMENT RESTRICTIONS

A disbursement restriction will remain on a Participant's Plan account(s) (and/or the Alternate Payee's account(s), if applicable) until one of the following occurs:

- ❖ Receipt of a Court Order directing the removal of the restriction on the Plan; or
- ❖ Receipt of a Court Order vacating a previously received Court-Executed Order, the receipt of which caused the disbursement restriction to be originally placed on the Participant's Plan account(s); or
- ❖ The qualification of the Order, segregation of the award from the Participant's account(s), and the establishment of an account in the Alternate Payee's name; or
- ❖ The expiration of the **18-month** deadline to provide a Court-Executed amended Order following the non-qualification of a Court-Executed Order or an Initial Draft Order; or
- ❖ The expiration of the **18-month** deadline to provide a Court-Executed Order following the receipt of a Joinder; or
- ❖ Receipt of a notarized document signed by the Alternate Payee, requesting the removal of the restriction from the Participant's Plan account(s); or
- ❖ Receipt of a notarized document signed by the Participant, requesting the removal of the restriction from the Alternate Payee's Plan account; or
- ❖ The expiration of the **18-month** deadline to provide a Court-Executed Order following the receipt of a Letter of Adverse Interest (see, "Letters of Adverse Interest"); or
- ❖ The expiration of the **45-day** deadline to provide a Court-Executed Amended Order as a result of a dispute of a previously qualified Order (see, "Disputes"); or
- ❖ Receipt of a Court document releasing the Joinder on the Plan if the disbursement restriction resulted from a Joinder; or
- ❖ Receipt of written direction from the Plan Administrator.

WRITTEN NOTIFICATIONS

ACKNOWLEDGEMENT LETTERS

- ❖ Fidelity will acknowledge receipt of all QDRO-related documents (and/or Joinders) in writing to all Parties (provided that address information is available).
- ❖ The acknowledgment letter will:
 - * notify the Parties of Fidelity's receipt of the submitted document;
 - * address any restrictions placed on the Participant's account(s) (and the Alternate Payee's account(s), if applicable);
 - * address the timeframe for review; and
 - * direct the Parties to The PepsiCo Savings and Retirement Center at Fidelity or to the Fidelity QDRO Center website to obtain free copies of the QDRO Guidelines.
- ❖ A free copy of these QDRO Guidelines will be provided to the Parties upon request. Parties may request a copy of the QDRO Guidelines by calling The PepsiCo Savings and Retirement Center at Fidelity at **1-800-632-2014**. In addition, the QDRO Guidelines can be obtained through the Fidelity QDRO Center website: <https://qdro.fidelity.com>.

- ❖ **Electronic Correspondence:** If the Parties would like to receive electronic correspondence concerning the status of the Order, each Party must individually submit their own email address under separate cover and consent to receive electronic correspondence. Electronic correspondence may be encrypted and require the individual accessing the correspondence to use a security code. The Parties may withdraw consent to receive electronic correspondence at any time by notifying the QDRO Administration Group in writing (see Section 5, "Contact Information"). If a Party **does not** consent to receive electronic correspondence, then all correspondence to such Party concerning the status of the Order will be sent according to the Plan's normal administrative procedures.

QUALIFICATION OF THE ORDER

- ❖ Upon a determination that an Order is qualified, Fidelity will establish an account for the Alternate Payee.
- ❖ Shortly after the determination that an Order is qualified, a qualification letter will be sent to the Parties. The Alternate Payee's qualification letter will contain information about the amount payable to the Alternate Payee. The letter will also contain instructions for contacting The PepsiCo Savings and Retirement Center at Fidelity's toll-free telephone line. The distribution of the Alternate Payee's account **must** be initiated in accordance with the administrative procedures that have been established for the Plan.
- ❖ **Specific rollover and/or distribution instructions contained in the Order will be disregarded.** Rollover (and/or distribution) instructions cannot be accepted in the Order, but **must** be made pursuant to the administrative procedures of the Plan. Once the award is segregated and an account is established in the name of an Alternate Payee who is a spouse or former spouse of the Participant, the Alternate Payee may direct Fidelity to roll over the eligible portion of the award.

NON-QUALIFICATION OF THE ORDER

- ❖ If an Order does not meet the requirements of ERISA, the Code and these QDRO Guidelines, it will be non-qualified. The Parties will be notified, in writing, upon a determination that a Court-Executed Order, Initial Draft Order or Draft Amended Order is non-qualified. The non-qualification letter will clearly identify and detail the deficiencies in the Order and will provide the necessary information to render the Order qualified, pursuant to these QDRO Guidelines.
- ❖ Subsequent to the determination that a Court-Executed Order is non-qualified, one (1) Draft Amended Order may be provided to Fidelity for review. (see, "Definition of Terms")
- ❖ Following the review of a Draft Amended Order, the next document submitted for review **MUST** be a Court-Executed Order. (see, "Definition of Terms")

LETTERS OF ADVERSE INTEREST

- ❖ Fidelity will place an 18-month disbursement restriction on the Participant's Plan account(s) upon receipt of a Letter of Adverse Interest. A Letter of Adverse Interest must contain the following elements:
 - * The Participant's full name;
 - * The Plan(s) in which the Participant is a member;
 - * The document **MUST** clearly state that the spouse or former spouse of the Participant has an adverse interest in the Participant's account(s) under the Plan(s);
 - * The document **MUST** be notarized by a notary public;
 - * The document **MUST** be submitted to Fidelity (see, "Contact Information").
- ❖ If any of the above-listed elements are missing, Fidelity will **NOT** place a disbursement restriction on the Participant's Plan account(s).

DISPUTES

For purposes of these QDRO Guidelines, “dispute” shall mean that *after qualification of an Order*, one or more of the Parties are questioning the terms and/or the interpretation of the Qualified Domestic Relations Order or the amount awarded to the Alternate Payee pursuant to the Qualified Domestic Relations Order.

- ❖ Parties disputing a domestic relations Order *qualified by a party other than Fidelity* should contact the Plan Administrator. (See, “Contact Information”)
- ❖ Parties disputing a domestic relations Order *qualified by Fidelity* should follow the procedures outlined below.

The procedures below may not apply if either the Alternate Payee or the Participant has taken a distribution and Fidelity has complied with both the Order and these QDRO Guidelines, or if an Order has not yet been qualified. In such cases, the disputing party may need to seek relief outside the Plan.

- ❖ The party disputing the award **MUST** notify Fidelity of the dispute in writing. The written letter of dispute must be sent to Fidelity (for address see, “Contact Information”).
- ❖ Upon receipt of a written letter of dispute, Fidelity will acknowledge receipt of the dispute in writing and will place **temporary disbursement restrictions** on both the Participant’s and the Alternate Payee’s accounts.
- ❖ Fidelity will investigate the dispute and will send the Parties a written notice of the dispute determination with respect to whether Fidelity complied with the terms of the Order.
- ❖ If Fidelity has not complied with the terms of the Order, the necessary corrective action will be taken.
- ❖ If Fidelity has complied with the terms of the Order, the Parties will have **45 days** from the date of the dispute determination notice to submit either a) a Court-Executed Amended Order that supersedes the disputed Order (or assigns an additional award to the Alternate Payee), or b) a court document demonstrating that the Parties intend to go to court with this matter. If a Court-Executed Amended Order or other appropriate court document is **not** received within **45 days**, the disbursement restrictions on the Participant’s and the Alternate Payee’s accounts will be removed and the terms of the original qualified Order will be honored. Alternatively, if a Court-Executed Amended Order or other appropriate court document **is** received within **45 days**, the disbursement restrictions on the Participant’s and the Alternate Payee’s accounts will remain until one of the conditions in, “Removal of Disbursement Restrictions” has been met.

The Court-Executed Amended Order must clearly indicate whether it is assigning an *additional* benefit or is intended to *supersede* the previously qualified Order. Accordingly, the Court-Executed Amended Order must do the following:

- ❖ Provide the name of the Plan to which it (and the previously qualified Order) applies;
 - ❖ Correctly identify the previously qualified Order (by document name/title and date) to which the Court-Executed Amended Order applies;
 - ❖ Clearly state whether the Court-Executed Amended Order is *assigning an additional benefit* or is intended to *supersede the previously qualified Order*.
-

ORDER REVIEW FEES

A FEE IS ASSESSED FOR ORDERS REVIEWED BY FIDELITY*

In accordance with D.O.L. Field Assistance Bulletin 2003-3, for defined contribution Orders received by Fidelity, the fee for the review to determine whether the Order is a QDRO will be assessed to the Participant and/or the Alternate Payee.

The Order review fees are as follows**:	
For Orders drafted using the Fidelity QDRO Center website <u>with no modifications</u>	\$ 300
For Orders <u>not</u> drafted using the Fidelity QDRO Center website, including the Sample Model Orders attached in these QDRO Guidelines	\$1,200
For Orders drafted using the Fidelity QDRO Center website <u>but subsequently altered</u>	\$1,200
For Orders naming two or more plans sponsored by the same Plan sponsor for which Fidelity provides QDRO qualification services.***	\$1,800

** **Note:** the first \$300.00 of each such fee will be incurred by PepsiCo, Inc., and the payment of any remaining balance of the fee will be the responsibility of the Participant and/or Alternate Payee.

*** **Note:** For an Order that references multiple plans, the applicable Order review fee will be split evenly across all plans named in the Order as appropriate. An Order referencing multiple plans cannot be drafted using the Fidelity QDRO Center website.

The following information relates to the assessment of the Order review fee:

1. The Order may specify the division of the Order review fee between the Participant and the Alternate Payee.
2. The Order review fee is charged upon the completion of the review and determination of qualification or non-qualification of the Order.
3. If the first Order submitted for review is determined to be non-qualified, 100% of the Order review fee will be deducted from the Participant's account. Following the qualification of a subsequent Court-Executed Amended Order, a fee adjustment will be processed so that 50% of the Order review fee is deducted from the Alternate Payee's account and reimbursed to the Participant's account, unless the qualified Court-Executed Amended Order states otherwise, and provided there are sufficient funds in both accounts to divide the Order review fee in this manner.
4. If the Order is qualified upon first review, and does not specify the Order review fee allocation between the Participant and the Alternate Payee, or if the language in the Order is unclear regarding the allocation of the Order review fee between the Participant and the Alternate Payee, 50% of the Order review fee will be deducted from the Participant's account and 50% of the Order review fee will be deducted from the Alternate Payee's account, provided there are sufficient funds in both accounts to divide the fee in this manner.
5. After qualification of the Order, if the Participant's remaining account balance is insufficient to fund the amount of the Order review fee assigned to the Participant, it will be deducted from the Participant's account to the extent possible and the balance of the Order review fee will be deducted from the Alternate Payee's account. Likewise, if the Alternate Payee's account balance is insufficient to fund the amount of the Order review fee assigned to the Alternate Payee, it will be deducted from the Alternate Payee's account to the extent possible and the balance of the Order review fee will be deducted from the Participant's account.
6. The Order review fee adjustment, if applicable, will be a current transaction as of the date of the adjustment.
7. The Order review fee will be deducted from the investment options in the applicable account(s) according to the plan-level fee method in effect as of the date the Order review fee is deducted.

*Please note that fees are subject to change in accordance with the Plan Sponsor's services agreement with Fidelity.

CONTACT INFORMATION

Plan Sponsor: PepsiCo, Inc.
Plan Administrator: PepsiCo Administration Committee
Recordkeeper and QDRO Service Provider: Fidelity Workplace Services, LLC

MAILING ADDRESSES

Plan Administrator Mailing Address:

Requests for Summary Plan Descriptions and Letters of Dispute pertaining to Orders previously qualified by a party *other than Fidelity* should be sent to:

PepsiCo Administration Committee
700 Anderson Hill Road
Purchase, NY 10577
Attention: Benefits Department

Fidelity Mailing Addresses:

Subpoenas, Restraining Orders, written notification of address and/or name changes, and other non-QDRO related correspondence should be sent to the following address:

Fidelity Workplace Services, LLC
P.O. Box 770001
Cincinnati, OH 45277-0065
ATTN: PepsiCo, Inc. - Operations

The following documents *associated with the qualification of Orders* should be sent to the address below:

- * Court-Executed Orders (Order, Judgment, Decree, Property Settlement Agreement) (see, "Orders Accepted for Review" and, "Definition of Terms")
- * Draft Amended Orders (see, "Orders Accepted for Review" and, "Definition of Terms")
- * Initial Draft Orders (see, "Orders Accepted for Review" and, "Definition of Terms")
- * Joinders (see, "Disbursement Restrictions")
- * Letters of Dispute (see, "Disputes")

Fidelity Workplace Services, LLC
QDRO Administration Group
P.O. Box 770001
Cincinnati, OH 45277-0066
ATTN: PepsiCo, Inc.

TELEPHONE NUMBER

The PepsiCo Savings and Retirement Center at Fidelity: **1-800-632-2014**

FACSIMILE NUMBER

Parties may submit QDRO-related documents and written QDRO-related inquiries via facsimile. Fidelity's QDRO Administration Group's Facsimile Number: **1-877-665-4284**

FIDELITY'S QDRO CENTER WEBSITE

Basic information about QDROs and copies of the Plan's QDRO Guidelines may be obtained through the Fidelity QDRO Center website: <https://qdro.fidelity.com>.

DEFINITION OF TERMS*

TYPES OF ORDERS

- ❖ **Court-Executed Order**: An Order, Judgment, Decree or Property Settlement Agreement executed by a United States court of competent jurisdiction relating to the provision of child support, alimony payments, or marital property rights made pursuant to a state domestic relations law and filed with the appropriate court clerk's office.
- ❖ **Initial Draft Order**: An Order, Decree or Property Settlement Agreement relating to the provision of child support, alimony payments, or marital property rights that has not been executed by the court and is the first Order received by Fidelity in connection with the domestic relations proceeding.
- ❖ **Draft Amended Order**: An Order, Decree or Property Settlement Agreement relating to the provision of child support, alimony payments, or marital property rights that has not been executed by the court and is submitted to Fidelity after a Court-Executed Order has been determined to be non-qualified by Fidelity.
- ❖ **Combination Order**: An Order naming two or more Defined Benefit and/or Defined Contribution Plans sponsored by PepsiCo, Inc. for which Fidelity provides QDRO qualification services. If the Order references more than one employee benefit plan, the provisions in the Order pertaining to each individual plan must qualify under the applicable QDRO Guidelines before the Order can be considered qualified.
- ❖ **Order**: A Court-Executed Order, Initial Draft Order, Draft Amended Order, or Combination Order (as defined above).
- ❖ **Court Certified Order or True Copy**: A Court-Executed Order containing either a) a court clerk's stamp or seal indicating the Order is a certified copy or a true copy and the signature of the judge (or other court official), or b) a court clerk's file-stamp and the signature of the judge (or other court official).
- ❖ **Posthumous Order**: An Order submitted after the death of the Participant.

OTHER TERMS

- ❖ **Addendum**: An information sheet generated as an attachment to an Order created via Fidelity's QDRO Center website (<https://qd.ro.fidelity.com>). The Addendum contains the same information as the QDRO Information Sheet found in the "Forms" section of these QDRO Guidelines.
- ❖ **Alternate Payee**: A spouse, former spouse, child or other dependent of a participant who is recognized by a Qualified Domestic Relations Order as having a right to be paid all, or a portion of, a Participant's qualified plan benefit/account.
- ❖ **Joinder**: A state court issued legal document that results in the uniting of parties or claims in a single lawsuit.
- ❖ **Participant**: A member of a PepsiCo, Inc. sponsored qualified retirement plan.
- ❖ **Parties**: The Participant, Alternate Payee and their legal representatives.
- ❖ **Summary Plan Description**: A document that the Plan Administrator is required to provide to each participant and beneficiary receiving benefits that summarizes their rights and benefits along with the obligations of the Plan.
- ❖ **Valuation Date**: The date as of which the Participant's account is valued for purposes of calculating the Alternate Payee's award. Fidelity will use the ending balance at the close of that day if it is a day the New York Stock Exchange is open or, if not, will use the ending balance at the close of the previous business day.

**For purposes of these QDRO Guidelines.*

QDRO INFORMATION SHEET

PLEASE COMPLETE THIS FORM AND FORWARD WITH YOUR ORDER TO:
Fidelity Workplace Services, LLC
QDRO Administration Group, P.O. BOX 770001, Cincinnati, OH 45277-0066
ATTN: **PepsiCo, Inc.**

PARTICIPANT INFORMATION

SOCIAL SECURITY NUMBER

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DATE OF BIRTH (MM/DD/YYYY)

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PHONE NUMBER

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FIRST NAME

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M.I

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LAST NAME

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EMAIL ADDRESS

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ALTERNATE PAYEE INFORMATION

SOCIAL SECURITY NUMBER

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DATE OF BIRTH (MM/DD/YYYY)

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PHONE NUMBER

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FIRST NAME

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M.I

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LAST NAME

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EMAIL ADDRESS

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PARTICIPANT ATTORNEY INFORMATION (IF APPLICABLE)

FIRST NAME

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LAST NAME

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SUFFIX

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LAW FIRM NAME

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STREET ADDRESS

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CITY

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STATE

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ZIP CODE

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PHONE NUMBER

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EMAIL ADDRESS

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ALTERNATE PAYEE ATTORNEY INFORMATION (IF APPLICABLE)

FIRST NAME

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LAST NAME

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ZIP CODE

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PHONE NUMBER

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EMAIL ADDRESS

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CHECKLIST FOR COMPLETING A QDRO

- 1. Determine the applicable Plan.
- 2. Verify the Participant has sufficient assets in the applicable Plan.
- 3. Determine whether you will be using Fidelity's QDRO Center website to draft your Order.

The Fidelity QDRO Center website is tailored to the requirements of the Plan and is designed to simplify and expedite the qualification process. Visit <https://qdro.fidelity.com>.

- 4. Draft an Order.
 - Web-generated Order – any Order generated from the Fidelity QDRO Center website.
 - Manual Order – any Order not generated from the Fidelity QDRO Center website, or any Order that is drafted via Fidelity's QDRO Center website but is subsequently altered.
- 5. Submit the Order to a court for a judge's signature and obtain a Court Certified or True Copy of the Court-Executed Order. (See, "Definition of Terms")
- 6. Submit the Court Certified or True Copy of the Court-Executed Order to Fidelity at:

Fidelity Workplace Services, LLC
QDRO Administration Group
P.O. Box 770001
Cincinnati, OH 45277-0066
ATTN: PepsiCo, Inc.

- 7. You will receive an acknowledgement letter once Fidelity receives your Order for review. (See, "Acknowledgement Letters")
- 8. You will receive a determination letter either qualifying or non-qualifying the Order. (See, "Written Notifications")

**Fidelity will acknowledge receipt of the Order in writing usually within 3-5 business days from the date of receipt.*

**The timeframe for the review of unaltered web-generated Orders is typically within 10 business days and within 30 business days for manually drafted Orders. (See, "Timeframe for Review")*

NOTE: If you receive a non-qualification letter, you will need to make the appropriate changes and begin the process again at Step 4.

MODEL ORDER

CAUTION

- ❖ A domestic relations order is an Order signed by a Judge relating to the provision of child support, alimony payments, or marital property rights made pursuant to a state domestic relations law.
- ❖ The disposition of qualified plan benefits in domestic relations proceedings involves complex marital rights, legal and tax issues. The following is a Model Order that demonstrates one method of dividing plan benefits. Other methods are available and this Model Order may be inappropriate for your particular circumstances.
- ❖ The following Order is a *SAMPLE* and is provided for informational purposes only. Neither PepsiCo, Inc. nor any of its subsidiaries, agents, employees or consultants, nor Fidelity, are authorized to give financial, tax or legal advice; and they make no representation as to the Model Order's sufficiency under applicable federal or state law or as to its legal consequences. You should not use this Model Order without consulting your financial, tax and/or legal advisors.

Inclusion of Personal Data

Please be advised that some state courts prohibit the inclusion of certain personal information in court documents that will become public record. **The Parties may provide dates of birth and social security numbers under separate cover in the event that this information is not included in the Order.** Failure to include this information will not cause the Order to be non-qualified; however, it will delay the processing of the distribution to the Alternate Payee. ***NOTE: Parties may use the QDRO Information Sheet located on page 21 of these QDRO Guidelines to supply this information to Fidelity.***

Same-Gender Marriages

For purposes of the Plan, a participant is considered to be married if the Participant is married to a person who is considered to be the Participant's spouse for federal income tax purposes.

Child Support Orders

If the Order pertains to Child Support, the minor child (ren) must be named as the Alternate Payee(s). The Order must provide the name and address of the Alternate Payee's legal representative (i.e., guardian or a party acting in loco parentis) and the date of birth and social security number of the minor child Alternate Payee.

Court of _____ County of _____ State of _____

Petitioner. _____)
and _____)

CASE NO. _____

Respondent. _____)
_____)

STIPULATED QUALIFIED
DOMESTIC RELATIONS ORDER

WHEREAS this Court has jurisdiction over Petitioner and Respondent and the subject matter of this Order pursuant to **(insert appropriate citation of State domestic relations law and statute(s) relating to the provision of child support, alimony payments, or marital property rights)** _____
_____ ; and

WHEREAS Petitioner, Respondent and the Court intend that this Order shall be a Qualified Domestic Relations Order (hereinafter referred to as a "QDRO") as defined in Section 206(d) (3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") and Section 414(p) of the Internal Revenue Code of 1986, as amended; and,

WHEREAS Petitioner and Respondent have stipulated that the Court enter this Order.

NOW, THEREFORE, IT IS HEREBY ORDERED BY THE COURT as follows:

1. As used in this Order, the following terms shall apply:

(a) **Participant** shall mean _____ (**First / M.I. / Last**)

whose current address is _____ (**Street Address/Apt #**)

_____ (**City, State Zip Code**)

Please submit the Participant's Date of Birth and Social Security Number using the attached QDRO Information Sheet.

(b) **Alternate Payee** shall mean _____ (**First / M.I. / Last**)

whose current address is _____ (**Street Address/Apt #**)

_____ (**City, State Zip Code**)

Please submit the Alternate Payee's Date of Birth and Social Security Number using the attached QDRO Information Sheet.

(c) **Plan** shall mean **PepsiCo Savings Plan.**

(d) **Plan Administrator** shall mean **PepsiCo Administration Committee.**

(e) This Order is to be reviewed **only** as it relates to plans on Fidelity's QDRO Review Service.

(f) **Valuation Date** shall mean _____ (MM/DD/YYYY).

(See "Valuation Date" section of these QDRO Guidelines)

2. The Alternate Payee is the *(check one)*: **Spouse** **Former Spouse**
3. This Order relates to *(check one)*: marital property rights. Alimony payments.
4. With respect to marital property, alimony or spousal support awards, the Participant and Alternate Payee are/were considered married for federal income tax purposes.
5. The Participant and Alternate Payee were married on _____ (MM/DD/YYYY)
and were legally separated/divorced on _____ (MM/DD/YYYY).
6. The Alternate Payee's interest in the Plan shall be *(check and complete one)*:
 _____ % *(insert percentage)* of the Participant's total vested account balance under the Plan as of the Valuation Date stated in Paragraph 1(e) above.
 \$ _____ *(insert dollar amount)* of the Participant's total vested account balance under the Plan as of the Valuation Date stated in Paragraph 1(e) above. If the Participant's total vested account balance is insufficient on either the Valuation Date and/or the date of account segregation such that the Alternate Payee's awarded amount cannot be obtained, the date of segregation shall be used as the Valuation Date and the Alternate Payee's interest in the Plan shall be the lesser of the awarded dollar amount or 100% of the Participant's total vested account balance under the Plan as of the date of account segregation.
7. The Alternate Payee's interest in the Plan shall be payable as soon as administratively feasible following the qualification of the Order. The Alternate Payee will have the right to select from among the benefit forms available to Participants under the terms of the Plan. The Alternate Payee shall initiate the distribution in accordance with the terms of the Plan and the administrative procedures that have been established by the Plan Administrator. The amount distributed to the Alternate Payee will be the value of the Alternate Payee's account on the date the distribution is processed.
8. The Alternate Payee's award will be transferred proportionally from all standard Plan investment options in which the Participant's account is invested as of the date of account segregation (not including BrokerageLink). In the event that the Participant has a BrokerageLink account and there are insufficient funds in the standard plan investment options in the Participant's Plan account balance to satisfy the Alternate Payee's award, the Participant's BrokerageLink account will be liquidated (using a last in, first out methodology) until sufficient assets have been obtained to satisfy the Alternate Payee's award. Following the segregation of the Alternate Payee's award (from the Participant's account into a separate account established for the Alternate Payee), the Alternate Payee's awarded amount will be invested in a target date fund, in accordance with the Plan's administrative procedures.
9. The Alternate Payee does not have the right to designate a beneficiary. In the event of the Alternate Payee's death after the qualification of this Order, either prior to or subsequent to the segregation of assets for the Alternate Payee, the Alternate Payee's award will be paid to the Alternate Payee's estate.
10. The Alternate Payee's award *(check one)*: **IS** **IS NOT** subject to earnings (dividends, interest, gains and losses) from the Valuation Date to the date that the award is segregated from the Participant's Plan account(s).
11. In the event that there is an outstanding loan balance as of the Valuation Date, the outstanding loan balance *(check one)*: **WILL** **WILL NOT** be included for purposes of calculating the account balance to be divided.

12. Neither Party shall accept any benefits from the Plan which are the property of the other Party. In the event that the Plan Administrator inadvertently pays to the Participant any benefits that are assigned to the Alternate Payee pursuant to the terms of this Order, the Participant shall forthwith return such benefits to the Plan. In the event that the Plan Administrator inadvertently pays to the Alternate Payee any benefits that are not assigned to the Alternate Payee pursuant to the terms of this Order, the Alternate Payee shall forthwith return such benefits to the Plan.
13. The parties to this Order intend that it comply with the applicable provisions of ERISA and the Internal Revenue Code. Nothing in this Order shall require the Plan or the Plan Administrator to: (a) pay any benefits not permitted under ERISA or the Internal Revenue Code; (b) provide any type or form of benefit or any option not provided under the Plan; (c) provide increased benefits (determined on the basis of actuarial value) under the Plan; or (d) pay benefits to the Alternate Payee which are required to be paid to another alternate payee under another order previously determined to be a QDRO.
14. For purposes of Sections 402 and 72 of the Internal Revenue Code, any Alternate Payee who is the spouse or former spouse of the Participant will be treated as the distributee of any distributions or payments made to the Alternate Payee under the terms of this Order, and as such, will be required to pay the appropriate federal and/or state income taxes on such distribution. If the Alternate Payee is a child or other dependent of the Participant, the Participant will be responsible for any federal and/or state income taxes on any such distribution.

15. **Order Review Fees (check only one):**

- The Participant is responsible for the one-time fee for review of the domestic relations order. The fee will be deducted from the Participant's account following the first review of the Order. The fee will be deducted from the investment options in the applicable account(s) according to the plan-level fee method in effect as of the date the fee is deducted.
- The Alternate Payee is responsible for the one-time fee for review of the domestic relations order. The fee will be deducted from the Alternate Payee's account after qualification of the Order and segregation of the Alternate Payee's award to a separate account in the Alternate Payee's name. The fee will be deducted from the investment options in the applicable account(s) according to the plan-level fee method in effect as of the date the fee is deducted.

If the Order is determined to be non-qualified following the first review, the review fee will be deducted from the Participant's account. If applicable, the Participant will be reimbursed from the Alternate Payee's account following qualification of a subsequent Amended Order. Such fee adjustment will be a current transaction as of the date of the reimbursement.

- The one-time fee for review of the domestic relations order will be deducted 50% from the Participant's account and 50% from the Alternate Payee's account. The fee will be deducted from the investment options in the applicable account(s) according to the plan-level fee method in effect as of the date the fee is deducted.

If the Order is determined to be non-qualified following the first review, the review fee will be deducted from the Participant's account. If applicable, the Participant will be reimbursed from the Alternate Payee's account following qualification of a subsequent Amended Order. Such fee adjustment will be a current transaction as of the date of the reimbursement.

Dated: _____

Judge of the Court Signature

Participant Signature (if applicable)

Alternate Payee Signature (if applicable)

Attorney for Petitioner (if applicable):

_____ (Name)

_____ (Address)

_____ (Telephone)

Attorney for Respondent (if applicable):

_____ (Name)

_____ (Address)

_____ (Telephone)

Court of _____ County of _____ State of _____

Petitioner. _____)
and _____)

CASE NO. _____

Respondent. _____)

STIPULATED QUALIFIED
DOMESTIC RELATIONS ORDER – **CHILD SUPPORT**

WHEREAS this Court has jurisdiction over Petitioner and Respondent and the subject matter of this Order pursuant to **(insert appropriate citation of State domestic relations law and statute(s) relating to the provision of child support, alimony payments, or marital property rights)** _____
_____ ; and

WHEREAS Petitioner, Respondent and the Court intend that this Order shall be a Qualified Domestic Relations Order (hereinafter referred to as a "QDRO") as defined in Section 206(d) (3) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") and Section 414(p) of the Internal Revenue Code of 1986, as amended; and,

WHEREAS Petitioner and Respondent have stipulated that the Court enter this Order.

NOW, THEREFORE, IT IS HEREBY ORDERED BY THE COURT as follows:

1. As used in this Order, the following terms shall apply:

(a) **Participant** shall mean _____ (First / M.I. / Last)

whose current address is _____ (Street Address/Apt #)

_____ (City, State Zip Code)

Please submit the Participant's Date of Birth and Social Security Number using the attached QDRO Information Sheet.

(b) **Alternate Payee** shall mean _____ (First / M.I. / Last)

whose current address is _____ (Street Address/Apt #)

_____ (City, State Zip Code)

Please submit the Alternate Payee's Date of Birth and Social Security Number using the attached QDRO Information Sheet.

This Order pertains to Child Support. Therefore, the child(ren) must be named as the Alternate Payee(s). For a minor child, the Order must provide the name and address of the Alternate Payee's legal representative.

(c) All correspondence on behalf of the Alternate Payee should be sent to the below Legal Representative/Guardian:

Legal Representative shall mean: _____ (Guardian / Agency Name)

whose current address is _____ (Street Address, Apt #)

_____ (City / State / Zip Code)

(d) **Plan** shall mean **PepsiCo Savings Plan**.

(e) **Plan Administrator** shall mean **PepsiCo Administration Committee**.

(f) This Order is to be reviewed **only** as it relates to plans on Fidelity's QDRO Review Service.

2. The Alternate Payee is the **Child/Dependent of the Participant**.

3. This Order relates to **Child Support Payments**.

4. Alternate Payee's interest in the Plan shall be **(check and complete only one)**:

_____ **(insert a percentage)** % of the Participant's total vested account balance under the Plan as of the **Date of Segregation**.

_____ **(insert a dollar amount)** of the Participant's total vested account balance under the Plan as of the **Date of Segregation**. If the Participant's total vested account balance as of the Date of Segregation is insufficient, the Alternate Payee's interest in the Plan shall be 100% of the Participant's total vested account balance as of the Date of Segregation.

5. The Alternate Payee's award will be transferred proportionally from all standard Plan investment options in which the Participant's account is invested as of the date of account segregation (not including BrokerageLink). In the event that the Participant has a BrokerageLink account and there are insufficient funds in the standard plan investment options in the Participant's Plan account balance to satisfy the Alternate Payee's award, the Participant's BrokerageLink account will be liquidated (using a last in, first out methodology) until sufficient assets have been obtained to satisfy the Alternate Payee's award. Following the segregation of the Alternate Payee's award (from the Participant's account into a separate account established for the Alternate Payee), the Alternate Payee's awarded amount will be invested in a target date fund, in accordance with the Plan's administrative procedures.

6. In the event that the Legal Representative named in this order is a child support enforcement agency, the Alternate Payee's award will be distributed as soon as administratively feasible following qualification of this Order and segregation of the Alternate Payee's award into a separate account. The Alternate Payee's award will be sent as a check made payable to the agency for the benefit of the Alternate Payee and will be mailed to the address provided in the Order. Such distribution will not be subject to income tax withholding.

7. The Alternate Payee does not have the right to designate a beneficiary. In the event of the Alternate Payee's death after the qualification of this Order, either prior to or subsequent to the segregation of assets for the Alternate Payee, the Alternate Payee's award will be distributed pursuant to the administrative procedures established for the Plan.

8. Neither Party shall accept any benefits from the Plan, which are the property of the other Party. In the event that the Plan sponsor inadvertently pays to the Participant any benefits that are assigned to the Alternate Payee pursuant to the terms of this Order, the Participant shall forthwith return such benefits to the Plan. In the event that the Plan sponsor inadvertently pays to the Alternate Payee or child support enforcement agency (on behalf of the Alternate Payee) any benefits that are not assigned to the Alternate Payee pursuant to the terms of this Order, the Alternate Payee or child support enforcement agency shall forthwith return such benefits to the Plan.

9. For purposes of Sections 402 and 72 of the Code, if the Alternate Payee is a child or other dependent of the Participant, the Participant will be responsible for any federal and/or state income taxes on any such distribution.
10. The parties to this Order intend that it comply with the applicable provisions of ERISA and the Internal Revenue Code. Nothing in this Order shall require the Plan or the Plan Administrator to: (a) pay any benefits not permitted under ERISA or the Internal Revenue Code; (b) provide any type or form of benefit or any option not provided under the Plan; (c) provide increased benefits (determined on the basis of actuarial value) under the Plan; or (d) pay benefits to the Alternate Payee which are required to be paid to another alternate payee under another order previously determined to be a QDRO.
11. For purposes of Sections 402 and 72 of the Internal Revenue Code, any Alternate Payee who is the spouse or former spouse of the Participant will be treated as the distributee of any distributions or payments made to the Alternate Payee under the terms of this Order, and as such, will be required to pay the appropriate federal and/or state income taxes on such distribution. If the Alternate Payee is a child or other dependent of the Participant, the Participant will be responsible for any federal and/or state income taxes on any such distribution.
12. **Order Review Fee:** The Participant is responsible for the one-time determination fee for review of the Domestic Relations Order. The fee will be deducted from the Participant's account following the first review of the Order. The fee will be taken from the investment options in the applicable account(s) according to the plan-level fee method in effect as of the date the fee is deducted.

Dated: _____

Judge of the Court Signature

Participant Signature (if applicable)

Alternate Payee Signature (if applicable)

Attorney for Petitioner (if applicable):

Attorney for Respondent (if applicable):

_____ (Name)

_____ (Name)

_____ (Address)

_____ (Address)

_____ (Telephone)

_____ (Telephone)