

**The Summary Plan Description for  
The Dun & Bradstreet Corporation Retirement Account**

As Generally in Effect on January 1, 2025

**For Employees of The Dun & Bradstreet Corporation  
who Became Members of The Dun & Bradstreet Corporation Retirement  
Account Prior to July 1, 2007**

Employees hired through an acquisition after January 1, 2003  
and employees hired after May 31, 2006 are not eligible to participate in  
The Dun & Bradstreet Corporation Retirement Account

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## INTRODUCTION

The Dun & Bradstreet Corporation Retirement Account (the “Plan”) provides pension benefits to certain eligible U.S. employees. Effective June 30, 2007 (the “Freeze Date”), the Plan was amended to cease all benefit accruals (including but not limited to any Grandfathered Benefits which were accruing as of the Freeze Date) and new participation.

This document describes the main provisions of the Plan in effect as of January 1, 2025 (except where noted otherwise), including the benefit formula that applied prior to the Freeze Date, and serves as the summary plan description (the “SPD”) for these benefits. Certain capitalized terms used in this SPD are defined in the “Glossary of Important Terms” section at the end of this document.

If you commenced payment of any portion of your Plan benefits before January 1, 2025 (the effective date of this SPD), the payment of those benefits was determined based on the provisions of the Plan in effect on the Benefit Commencement Date for those benefits.

The Dun & Bradstreet Corporation (the “Company”) encourages you to read this SPD carefully. If you have any questions about your benefits, please contact the Dun & Bradstreet Pension Center at Aon (the “D&B Pension Center”). See the section “How to Reach Your Plan Service Provider” in this SPD for contact information.

Please note that this SPD contains only a general summary of the Plan’s provisions. The legal plan document for the Plan provides additional details regarding the Plan. If there is any difference between the information in this SPD and the information in the legal plan document for the Plan or if there are details not covered in this SPD, the provisions of the legal plan document will govern. This SPD is not intended to enhance the rights provided under the terms of the legal plan document for the Plan. To request a copy of the legal plan document, or if you have any questions about your benefits under the Plan, please contact the D&B Pension Center. See the “How to Reach Your Plan Service Provider” section in this SPD for contact information.

The Company is the Plan Sponsor. The Company’s Plan Administration Committee serves as Plan Administrator of the Plan and is responsible for the control and management of the operation and administration of the Plan. The Company’s Plan Oversight Committee is responsible for monitoring and making changes in the membership of the Plan Administration Committee.

The Plan Administration Committee is authorized to delegate certain administrative duties to one or more administrative service providers. Day-to-day operations of the Plan have been delegated to the D&B Pension Center.

You can contact the D&B Pension Center if you have questions or need more information. See the section “How to Reach Your Plan Service Provider” in this SPD for contact information.

*If you participated in the retirement plan of a company that is or has been acquired by or merged with the Company or your employment with the Company and its affiliates ends as the result of a spin-off or sale, certain special Plan provisions may apply to your benefits under the Plan. These special provisions may impact your Vesting Service and final distributions of your Plan benefits. For example, your service with your prior employer may count as Years of Service under the Plan.*

*A special version of this SPD has been prepared for participants of The Master Retirement Plan of The Dun & Bradstreet Corporation for The Reuben H. Donnelley Corporation who terminated employment prior to July 1, 1981, participants of the Nielsen Retirement Plan who terminated employment prior to 1988, participants of the Clark O'Neill Pension Trust who terminated employment prior to 1993, and participants of the I.M.S. U.S. Pension Plan who terminated employment prior to 1993. If you are such a participant, please refer to the special version of the SPD rather than this SPD. Otherwise, if you think your Plan benefits may be affected by an acquisition, merger, sale or spin-off, you should contact the D&B Pension Center for more information about special provisions that may apply to you.*

## HOW TO REACH YOUR PLAN SERVICE PROVIDER

Here is how you can reach your Plan Service Provider:

Provider	Contact Information
<b>Administrative Services:</b> ■ Dun & Bradstreet Pension Center at Aon	■ 1-877-846-1047 ■ <a href="https://ypr.aon.com/dnb">https://ypr.aon.com/dnb</a>

The website listed above is available 24 hours a day. Benefit representatives are available at the phone number listed above on business days from 9:00 a.m. to 5:00 p.m. Eastern Time.

## ABOUT YOUR PARTICIPATION

No employee is currently eligible to begin participation in the Plan.

Effective January 1, 1997, an employee became a participant in the Plan as of the first day of the month coinciding with or immediately following the date he or she met the definition of “Participant.” See the “Glossary of Important Terms” section at the end of this document for the definition of “Participant.”

Effective June 30, 2007 (Freeze Date), the Plan was amended to cease new participation.

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## **Your Address**

The Plan Administration Committee will send communications regarding the Plan to you at the most recent address on file for you. **You are responsible for making sure that your address is up to date. Failure to do so may cause your benefit to be forfeited if the Plan is unable to locate you.**

## **HOW THE PLAN WORKS**

**The following description of the pension benefits provided by the Plan applies to you only if you were a Participant in the Plan prior to July 1, 2007.** The Plan provides you with a pension benefit based on your Compensation and Credited Service earned through the earlier of (i) your termination of employment with the Company; or (ii) the Freeze Date (June 30, 2007).

The Plan is funded by actuarially determined Company contributions. You were never required or permitted to contribute to the Plan.

## **How Your Benefit Is Determined**

Effective January 1, 1997, the Plan was converted into a cash balance pension plan. Under a cash balance pension plan, your benefit grows as a hypothetical “account balance” each year, based on Company Credits and Interest Credits (see the “Company Credits” and “Interest Credits” sections of this SPD). Although you are entitled to Interest Credits through your Benefit Commencement Date, Company Credits ceased on the earlier of the Freeze Date or your termination of employment with the Company. Your cash balance account is only a bookkeeping account; no assets are segregated into a separate account for your benefit. Instead, Plan assets are held and managed in a single retirement trust. Therefore, when this SPD indicates that contributions will be made to your account, it means that the Plan’s records will reflect that your hypothetical account is being increased by the amount of the contributions. References throughout this SPD to your “cash balance” refer to your hypothetical account under the Plan.

## **Credited Service**

For purposes of determining your Company Credits, your Credited Service generally includes all periods of employment with the Company from the date of your participation in the Plan until the earlier of: (i) your termination of employment with the Company; or (ii) the Freeze Date. You received credit for 1/12<sup>th</sup> of a year for each full or partial month of employment you completed during such period.

## Company Credits

As noted above, as of January 1, 1997, the Company began crediting each active participant's cash balance with Company Credits. For each month of active participation in the Plan on or after January 1, 1997, your cash balance was credited with a percentage of your monthly Compensation. Company Credits continued to be applied through the earlier of (i) your date of termination of employment; or (ii) the Freeze Date. Effective as of the Freeze Date, no additional Company Credits have been applied to the Plan.

The Company Credit percentage in effect was based on a combination of your age and years of Credited Service determined as of the last day of the applicable month, as reflected below:

If the sum of your age plus years of Credited Service as of the end of the month was...	The monthly Company Credit was this percentage of your monthly Compensation...
21 – 26	3.00%
27 – 28	3.10%
29 – 30	3.20%
31 – 32	3.35%
33 – 34	3.50%
35 – 40	4.00%
41 – 42	4.15%
43 – 44	4.35%
45 – 50	5.00%
51 – 52	5.20%
53 – 54	5.40%
55 – 64	7.50%
65 – 74	9.00%
75 – 84	10.50%
85 +	12.50%

The Internal Revenue Service (“IRS”) imposes an annual limit on the amount of Compensation that can be considered in determining your benefit. For 2007 (the year in which the Plan was frozen), the limit was \$225,000. Any Compensation you received in excess of the IRS limits was not eligible for Company Credits.

## Interest Credits

Your cash balance grows with Interest Credits that are credited to your account on the last day of each month until you begin receiving benefits from the Plan (even after the Freeze Date). The monthly Interest Credit you



earn is determined by the value of your cash balance at the end of the prior month and the Interest Credit rate. See the “Glossary of Important Terms” section for more information about the calculation of Interest Credits.

### **Frozen Accrued Benefits and Grandfathered Benefits**

If you did not participate in the Plan prior to January 1, 1997, you should disregard this section and all other discussion in this SPD of the Company’s Master Retirement Plan or “MRP.”

#### ***Frozen Accrued Benefits***

If you participated in the MRP as in effect on December 31, 1996, the benefit provisions of the Plan ensure that your accrued benefit will be at least equal to the amount of your accrued benefit under the MRP on December 31, 1996, determined as if the benefit were to commence on your Normal Retirement Date. Your accrued benefit under the MRP was based on your credited service, your final average earnings and the MRP formula in effect on December 31, 1996. This is known as your “Frozen Accrued Benefit.” If you were a participant in the MRP prior to January 1, 1997, your benefit under the Plan will never be less than your Frozen Accrued Benefit. However, you have earned no additional accruals under the MRP plan formula after December 31, 1996.

Your Frozen Accrued Benefit under the MRP was used to calculate a January 1, 1997 “opening balance” for your cash balance under the Plan. This opening balance was an amount equal to the single sum present value of your Frozen Accrued Benefit. If your Frozen Accrued Benefit using the prior MRP provisions is greater than your cash balance (and you are not eligible for a Grandfathered Benefit), your benefit payments will be based on your Frozen Accrued Benefit and will be made in the form of a monthly annuity; *no portion will be paid in a lump sum.*

#### ***Grandfathered Benefits***

The Grandfathered Benefit provisions of the Plan may apply to you if, as of January 1, 1997, you participated in the MRP and:

- you were eligible for normal retirement under the MRP (i.e., age 65), or
- you were age 50 or older with 10 or more years of vesting service (as defined by the MRP), or
- the sum of your age plus years of vesting service (as defined by the MRP) equaled 70 or more.

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If you satisfy the requirements for a Grandfathered Benefit, you will be entitled to receive the value of the benefit computed using the MRP formula or the value of your cash balance under the Plan, whichever is greater. However, you have earned no additional accruals under the MRP formula or under your cash balance (other than Interest Credits) after the Freeze Date.

If the Grandfathered Benefit payable using the MRP formula is greater than the value of your cash balance, your benefit payments will be based on the MRP formula and will be made in the form of a monthly annuity; *no portion will be paid in a lump sum.*

***If you have a Frozen Accrued Benefit or Grandfathered Benefit and you remain employed after your Normal Retirement Date***

If you continue your employment on a full-time basis after you reach your normal retirement age, your Plan benefits will be suspended during your continued employment and you will not be able to elect to commence benefits until you actually retire. When your payments commence, no adjustment will be made to your monthly benefit to reflect the payments you did not receive during the suspension.

**When You Are Vested**

Vesting means you have a non-forfeitable right to your Plan benefit when you terminate employment or retire. Generally, you became fully vested in your Plan benefit if you were an actively employed Participant on the Freeze Date.

If you were not an actively employed Participant on the Freeze Date, there are other ways in which you may become fully vested in your Plan benefit, as follows:

- A Participant who does not complete an hour of service on or after January 1, 2008, became fully vested upon completing five years of Vesting Service.
- A Participant who completes an hour of service on or after January 1, 2008, will become fully vested upon completing three years of Vesting Service.
- A Participant will become fully vested upon reaching Normal Retirement Age (age 65) while actively employed by the Company (or an affiliated employer), regardless of the Participant's years of Vesting Service.

In addition, Participants who are actively employed by the Company (or an affiliated employer) at the time the Company experiences a change in control (as defined by the Plan) will become fully vested at the time of the change in control. The Company experienced a change in control (as defined by the Plan) on February 9, 2019.

D&B Retirement Account as generally in effect on January 1, 2025

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Also, if the Company terminates the Plan or experiences a partial Plan termination (as defined in the Internal Revenue Code), certain Participants may become fully vested in their Plan benefits to the extent funded.

If you are employed by the Company (or an affiliated employer) as the result of an acquisition or merger, special vesting rules may apply. If you think your participation in the Plan is affected by special rules, you should contact the D&B Pension Center. See the “How to Reach Your Plan Service Provider” section for contact information.

### ***Measuring Vesting Service***

A year of Vesting Service generally includes all periods of continuous employment with the Company and affiliated employers. For purposes of vesting, you will receive credit for 1/12<sup>th</sup> of a year for each full or partial month of your employment beginning on the date you are employed by the Company (or an affiliated employer), if you are at least age 18 on that date. If you were not age 18 on your employment date, a year of Vesting Service begins on January 1 of the year in which you reach age 18 and are employed by the Company (or an affiliated employer). This applies whether you are a full-time or part-time employee of the Company (or an affiliated employer) as defined by the Plan.

If you end employment with the Company and the affiliated employers and then return to work for the Company (or an affiliated employer) *within* the first 12 continuous months after your employment ended, you will also receive vesting credit for your period of absence. If you end employment with the Company and the affiliated employers and return to work for the Company (or an affiliated employer) *more than* 12 continuous months after your employment ended, you will not receive Vesting Service for the period of the absence.

If you take an authorized, approved leave of absence (including military leave), this period will count towards Vesting Service if you resume your employment at the end of such leave of absence or within the period prescribed by law for the exercise of employment rights. See the “Glossary of Important Terms” section for more information about Vesting Service.

### **Naming a Beneficiary**

#### ***For Death Benefits Payable Before You Elect to Commence Benefits:***

If you have not been employed with the Company (or any affiliated employer) at any time after 1996, the only death benefit available if you have not commenced benefits prior to your death is payable to your Spouse; otherwise there is no death benefit. As a result, you are not permitted to name a beneficiary for this circumstance.

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If you were employed with the Company (or an affiliated employer) after 1996, you should designate a beneficiary for your death benefit. You can make your beneficiary designation by submitting a properly completed beneficiary designation to the D&B Pension Center. If you are married and want to name someone other than your Spouse as your beneficiary, you must also submit to the D&B Pension Center a written, notarized consent of your Spouse to the beneficiary designation. You may only name a natural person as a beneficiary under the Plan. You may not name a partnership, corporation, trust, estate or other legal entity as a beneficiary under the Plan. **Your beneficiary designation will be valid only if it is properly completed and received and approved by the Plan before your death.**

Please note the following scenarios that may impact your beneficiary designation:

- If you are unmarried, name a beneficiary and subsequently marry, your prior beneficiary designation will become invalid upon your marriage and your Spouse will be your beneficiary, unless you name a different beneficiary by submitting a properly completed beneficiary designation form to the D&B Pension Center along with a written, notarized consent of your Spouse to the beneficiary designation.
- If you are married, name your spouse as beneficiary, divorce and then remarry, your prior beneficiary designation will become invalid upon your remarriage and your new Spouse will be your beneficiary, unless you name a different beneficiary by submitting a properly completed beneficiary designation form to the D&B Pension Center along with a written, notarized consent of your Spouse to the beneficiary designation.
- If you are married, name your spouse as beneficiary, and then divorce, your prior beneficiary designation will remain in effect and your former spouse will receive any death benefit payable under the Plan unless you name a different beneficiary following your divorce by submitting a properly completed beneficiary designation form to the D&B Pension Center or you remarry (as reflected in the preceding example, in which case your new Spouse will automatically be your beneficiary).
- If there is no valid beneficiary designation on file with the D&B Pension Center when you die, your Spouse (if you are married) will become your beneficiary. See the “How Benefits Are Paid When You Die” section for more information. If you are not married, the person with the shortest life expectancy in the class of persons to whom your legal representative would be required to distribute your estate (had you died without having a will), as identified by your legal representative, will receive your cash balance as a single life annuity.

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***For Death Benefits Payable After You Elect to Commence Benefits:***

If you are eligible to commence benefits under the Plan and you elect a form of benefit that pays benefits following your death, you will be required to name a beneficiary to receive that portion of your benefit. If you are married and want to name someone other than your Spouse as your beneficiary, you will be required to submit a written, notarized consent of your Spouse to the beneficiary designation. Once your benefits commence, generally you may not change your beneficiary designation, with the exception that you may change your beneficiary designation if you elected a certain and life annuity form of payment. If you commence a joint and survivor annuity with your spouse as your joint annuitant and then divorce, your former spouse will remain entitled to the survivor portion of the annuity benefit upon your death.

**Your Payment Options**

This section of the SPD explains the payment options available to you to the extent you have not commenced payment of your Plan benefits as of January 1, 2025 (the effective date of this SPD). If you commenced payment of any portion of your Plan benefits before January 1, 2025, the payment of those benefits was determined based on the provisions of the Plan in effect on the Benefit Commencement Date for those benefits.

In general, if you terminate employment with the Company and the affiliated employers and you have a vested benefit under the Plan, you may decide when to receive your Plan benefit, subject to the following rules:

- 1. If the actuarial equivalent value of your *entire* Plan benefit as of the date of your termination of employment (for any reason other than death) is \$1,000 or less:**
  - You will automatically receive your benefit from the Plan in a lump sum as soon as practicable after your termination of employment. You may *not* defer your Plan benefit payment.
  
- 2. If your benefit is payable to a beneficiary as a result of your death, and the actuarial equivalent value of your *entire* benefit as of the earlier of (i) the date as of which benefits are required to commence to your beneficiary, or (ii) the date as of which your beneficiary elects to commence payment of benefits (pursuant to Plan provisions), is \$1,000 or less:**
  - Your beneficiary will automatically receive your benefit from the Plan in a lump sum. (Note that if you previously elected to receive 50% of your Plan benefit in a lump sum and the

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value of the remaining Plan benefit payable to your beneficiary is \$1,000 or less, your beneficiary will not receive a lump sum since your entire benefit was greater than \$1,000 at the time of your termination of employment.)

Note, both Spouse and non-Spouse beneficiaries are permitted to roll over lump sum payments from the Plan to IRAs established on behalf of such beneficiaries (although a rollover for a non-Spouse beneficiary must be a direct rollover to an “inherited IRA”). Your beneficiary will receive a detailed tax notice describing the available rollover options at the time of distribution.

**3. If the actuarial equivalent value of your Plan benefit as of the date of your termination of employment is greater than \$1,000 and your Plan benefit is not payable as a Frozen Accrued Benefit or a Grandfathered Benefit:**

- If you terminate employment with the Company and the affiliated employers prior to age 55, you will be eligible to receive 50% of your Plan benefit in a lump sum or as an annuity following termination of your employment. If you are married, you must submit your Spouse’s written, notarized consent to the D&B Pension Center in order to choose a lump sum. Any annuity payments you elect to receive will be made in the normal form of annuity as described in the “Normal Forms of Payment” section of this SPD, subject to your election of an optional form of annuity with spousal consent as described in the “Optional Forms of Annuity Payments” and “Electing Payment” sections of this SPD.

If you elect to receive 50% of your Plan benefit prior to age 55, you may commence payment of the remaining 50% of your Plan benefit on or after age 55 in the form of an annuity. The remaining 50% of your Plan benefit will continue to be credited with Interest Credits until the later Benefit Commencement Date. At the later Benefit Commencement Date, if you have a Frozen Accrued Benefit or Grandfathered Benefit, those benefits will be reduced for the prior 50% distribution and you will receive payment of the greatest of your remaining Frozen Accrued Benefit, your remaining Grandfathered Benefit or the remaining 50% of your Plan benefit.

- If you terminate employment with the Company and the affiliated employers on or after age 55, you will be eligible to receive your *entire* Plan benefit following termination of your employment. You may receive 50% of your Plan benefit in a lump sum and the remainder of your Plan benefit in the form of an annuity. Alternatively, you may receive your entire Plan

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benefit in the form of an annuity. In either case, all annuity payments will be made in the normal form of annuity as described in the “Normal Forms of Payment” section of this SPD, subject to your election of an optional form of annuity with spousal consent as described in the “Optional Forms of Annuity Payments” and “Electing Payment” sections of this SPD.

- You may defer your benefit in the Plan until any future date, but not later than April 1 of the year following the year in which you reach your Required Beginning Date. See the “Glossary of Important Terms” section at the end of this document for the definition of “Required Beginning Date.”

**4. If the actuarial equivalent value of your Plan benefit as of the date of your termination of employment is greater than \$1,000 and your Plan benefit is payable as a Frozen Accrued Benefit or a Grandfathered Benefit:**

- You will be eligible to receive your *entire* Frozen Accrued Benefit or Grandfathered Benefit, as applicable, in the form of an annuity at any time on or after age 55. You will *not* be eligible to receive any portion of your Frozen Accrued Benefit or Grandfathered Benefit, as applicable, in the form of a lump sum. All annuity payments will be made in the normal form of annuity as described in the “Normal Forms of Payment” section of this SPD, subject to your election of an optional form of annuity with spousal consent as described in the “Optional Forms of Annuity Payments” and “Electing Payment” sections of this SPD.
- You may defer your benefit in the Plan until any future date, but not later than April 1 of the year following the year in which you reach your Required Beginning Date. See the “Glossary of Important Terms” section at the end of this document for the definition of “Required Beginning Date.”

If you delay commencement of your benefit as described above, your cash balance will continue to earn Interest Credits until you begin receiving benefit payments. See the “Interest Credits” section for more information.

If you are employed by the Company (or an affiliated employer) as the result of an acquisition or merger, special payment option rules may apply. If you think your participation in the Plan is affected by special rules, you should contact the D&B Pension Center. See the “How to Reach Your Plan Service Provider” section for contact information.

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### ***Normal Forms of Payment***

Unless you are eligible to elect an optional form of payment and you make such an election, your Plan benefit will be paid in the “normal form” based on your marital status.

#### ***If You are Married....***

If you have a Spouse on the date your benefits are to commence, the normal form of payment is a 50% joint and survivor annuity. The 50% joint and survivor annuity pays you a monthly benefit lower than the monthly payment under the single life annuity form. If you predecease your Spouse, your Spouse will receive 50% of your monthly benefit for the remainder of his or her life under this “normal” form of payment.

Once you have requested payment, the D&B Pension Center will provide you with:

- a written explanation of the terms and conditions of the 50% joint and survivor annuity, and
- an explanation of what happens if you fail to elect this payment option within 30 to 180 days before your benefit payments from the Plan are scheduled to begin.

The D&B Pension Center will provide you with a summary of the optional forms of payment available to you under the Plan. If your termination of employment is prior to your Early Retirement Date, the optional forms of payment available to you are a single life annuity and a 75% joint and survivor annuity. If your termination of employment is on or after your Early Retirement Date, the optional forms of payment available to you are described in the “Optional Forms of Annuity Payments” section. Your election not to take a joint and survivor annuity form of payment is not effective unless you submit to the D&B Pension Center your Spouse’s written, notarized consent to your election.

#### ***If You Are Single.....***

If you are single on the date your benefits are to commence, the normal form of payment is a single life annuity. A single life annuity pays a monthly benefit for as long as you live. When you die, benefit payments stop. There are no benefits payable to any beneficiary under this option. If your termination of employment is prior to your Early Retirement Date, no optional forms of payment are available to you. If your termination of employment is on or after your Early Retirement Date, the optional forms of payment available to you are described in the “Optional Forms of Annuity Payments” section.



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### **Optional Forms of Annuity Payments**

If you terminate employment with the Company and the affiliated employers on or after your Early Retirement Date, you may elect to receive your Plan benefit in one of the following optional forms of payment instead of the normal form of payment described in the “Normal Forms of Payment” section. If you are married and elect a form of payment other than a joint and survivor annuity with your Spouse as your beneficiary, you must submit to the D&B Pension Center your Spouse’s written, notarized consent to your election.

**Single Life Annuity:** A single life annuity pays you a monthly benefit for as long as you live. When you die, benefit payments stop. There are no benefits payable to any beneficiary under this option.

**Joint and Survivor Annuity:** You may elect a 50%, 75% or 100% joint and survivor annuity with either your Spouse or someone other than your Spouse as beneficiary. A joint and survivor annuity pays you a reduced monthly benefit for as long as you live. Upon your death, your beneficiary, if surviving, will begin to receive 50%, 75% or 100% of the benefit you were receiving until he or she dies. You must specify the percentage that your beneficiary will receive. The higher the percentage you elect to be paid to your beneficiary, the lower your monthly benefit payment will be from the Plan. If you receive payment of a Frozen Accrued Benefit or Grandfathered Benefit in the form of a joint and survivor annuity with your Spouse as your beneficiary, the benefit will be “subsidized” in accordance with the terms of the MRP (meaning that your monthly benefit payment will not be reduced as much as it would otherwise have been reduced without the subsidy).

**10- or 15-year Certain and Life Annuity:** Under this payment option, you receive a reduced monthly benefit payment for as long as you live and decide whether to guarantee payments for either 10 or 15 years. If you previously participated in the I.M.S. U.S. Pension Plan, you have an additional option to guarantee payments for 5 years. If you die during the guaranteed period, the remaining payments will be made to your named beneficiary. If your beneficiary(ies) predecease you and you die during the guaranteed period, any remaining benefits will be paid to the person with the shortest life expectancy who under the laws of the state in which you lived at the time of your death, would have inherited your estate had you died without having a will.

If you die after the guaranteed period, no benefits are payable to any beneficiary under this payment option.

**Social Security Level Income Annuity:** If you retire on or after your Early Retirement Date and before age 62, this option allows you to have your monthly payments from the Plan adjusted so they are higher in the years before you are eligible to receive a Social Security retirement benefit, and lower after you first become

eligible to receive Social Security. Your payments will be reduced on the first of the month following your attainment of age 62.

**NOTE:** Prior to your Benefit Commencement Date, your Social Security benefit will be estimated in the calculation of this optional form of payment. If you elect to receive this form of payment, you will be required to provide an annual earnings statement from the Social Security Administration to the Plan, and the Plan will finalize the calculation of your benefits using the Social Security Administrative annual earnings statement that you provide.

This payment option must be selected in conjunction with either the normal form of payment or one of the optional forms of payment (other than a lump sum distribution).

See the “Electing Payment” section of this SPD for more information about how to elect payment from the Plan.

**Summary**

The following table summarizes the normal and optional forms of annuity payment available under the Plan:

	<b>Terminate Employment Prior to Early Retirement Date</b>	<b>Terminate Employment on or after Early Retirement Date*</b>
<b>Normal Form of Annuity Payment</b>	Single: Single life annuity Married: 50% joint and survivor annuity with your Spouse	
<b>Optional Forms of Annuity Payment</b>	Single: None Married: Single life annuity; 75% joint and survivor annuity with your Spouse	Single: 50%, 75% or 100% joint and survivor annuity; 10 or 15 year certain and life annuity Married: Single life annuity; 50%, 75% or 100% joint and survivor annuity with your Spouse or a non-Spousal beneficiary; 10 or 15** year certain and life annuity with your Spouse or a non-Spousal beneficiary If you terminate employment prior to age 62, you may elect a social security level income option in addition to any of the above optional forms of payment.

\*If you receive payment of a Frozen Accrued Benefit or Grandfathered Benefit in the form of a 50% joint and survivor annuity with your Spouse as beneficiary, the benefit will be subsidized in accordance with the terms of the MRP.

\*\*A 5 year certain and life annuity with your Spouse or a non-Spousal beneficiary is also available to you if you previously participated in the I.M.S. U.S. Pension Plan.

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## **Electing Payment**

If the actuarial value of your Plan benefit is more than \$1,000, you must contact the D&B Pension Center and complete an election form provided by the D&B Pension Center to begin receiving benefits from the Plan.

You must make your election at least 30 days but no more than 180 days before you want benefit payments to begin. Benefits are required to commence no later than your Required Beginning Date.

If you are married and do not elect a joint and survivor annuity form of payment with your Spouse as your beneficiary, you must submit to the D&B Pension Center your Spouse's written, notarized consent to your election. You may elect, modify or cancel any benefit option you have elected by contacting the D&B Pension Center before the date your benefit payments are scheduled to begin. Once payments have begun, no changes to your payment option or your beneficiary designation are allowed (except that you may change your beneficiary under the elected certain and life annuity form of payment). See the "How to Reach Your Plan Service Provider" section for contact information.

## **Special Circumstances**

### ***Participation While on Approved Leaves of Absence***

You will continue to earn Interest Credits during an approved paid or unpaid leave of absence (including short term or long-term disability leave). However, you cannot receive a final distribution of your cash balance until you have terminated your employment with the Company and the affiliated employers. For more information about what happens to your Plan benefits if you become disabled, see the "If You Become Disabled" section in this SPD.

### ***If You Become Disabled Prior to Termination of Employment***

Generally, you will be a Disabled Member if you have five years of Vesting Service and you become disabled while actively employed. For purposes of the Plan, you are considered disabled if you are eligible to receive disability benefits from Social Security *or* you are eligible to receive long-term disability benefits from the Company's Long-Term Disability Plan and you provide proof of such eligibility to the Plan Administration Committee.

If you become a Disabled Member, you may elect to commence payment of your benefits from the Plan immediately. Alternatively, you may elect to defer payment of your Plan benefits to a later date up to your "Required Beginning Date." In either case, if you commence benefits on or after your Early Retirement Date,

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you may elect to receive your Plan benefit in one of the optional forms of payment applicable to you, as described in the “Optional Forms of Annuity Payment” section above, instead of the normal form of payment described in the “Normal Forms of Payment” section. **If you commence payment of 50% or all of your Plan benefits, your benefits under the Company’s Long-Term Disability Plan may be offset by your Plan Benefits.** If you defer a portion of your benefit, your remaining cash balance will continue to earn Interest Credits until your final Benefit Commencement Date.

Prior to the Freeze Date, if you deferred payment, your cash balance also earned Company Credits during your period of disability based on 1/12<sup>th</sup> of the Compensation received during the 12 consecutive months ending immediately prior to disability. If you commenced payment of 50% or all of your Plan benefits, Company Credits ceased at the time of benefit commencement.

Your period of disability is counted for purposes of Credited Service until the earliest of the date your benefits under the Company’s Long-Term Disability Plan terminate, your Benefit Commencement Date, or the Freeze Date.

If you recover from your disability and return to active employment, you will be considered to have been on a paid leave of absence during your disability. If you recover and do not return to active employment, you may be eligible to receive vested benefits from the Plan.

Effective on and after the Freeze Date, no additional Company Credits are contributed to any Disabled Member’s cash balance.

Note, different rules apply if you had at least 10 years of service under the MRP and became disabled while actively employed with the Company and the affiliated employers. Please contact the D&B Pension Center if you believe these special rules apply to you.

### ***How Benefits Are Paid When You Die***

If you die *after* your pension benefits have begun, any pension benefits that may be payable to your beneficiary will be determined by the payment option election you made when you retired.

If you are vested in your Plan benefit and you die *before* payments begin, the following death benefits will be provided under the Plan to your Spouse (or your beneficiary, if your Spouse provided written, notarized consent to your beneficiary designation), subject to the automatic payment rules in the section of this SPD entitled “Your Payment Options” and the terms of any qualified domestic relations order applicable to you:

- If you were employed with the Company or any affiliated employer after 1996, your beneficiary will be entitled to receive the actuarial equivalent value of your cash balance payable as a single life annuity over such beneficiary's life (the "Cash Balance Death Benefit"). See the "Naming a Beneficiary" section for information about designating a beneficiary. Your beneficiary may elect to commence payment of the Cash Balance Death Benefit immediately following the date of your death. If your Spouse is your beneficiary, your surviving Spouse may choose to delay payment until the Required Beginning Date. Non-Spouse beneficiaries must commence payment of the Cash Balance Death Benefit by December 31 of the calendar year following the calendar year of the date of your death. Your cash balance will continue to be credited with Interest Credits until the Benefit Commencement Date.
- If you have a Frozen Accrued Benefit or a Grandfathered Benefit, and you continued to accrue benefits under the Plan after 1996, generally your beneficiary will be entitled to receive the Cash Balance Death Benefit described above. In addition, if you have a surviving Spouse at the time of your death, your surviving Spouse may be entitled to an additional death benefit payable as described in the next bullet below, equal to:
  - the amount the surviving Spouse would have received under the Plan had you (i) retired on the later of the date of your death or the date you would have attained age fifty-five (55), and (ii) elected to receive your Frozen Accrued Benefit or Grandfathered Benefit Amount (as applicable) in the form of a 50% joint and survivor annuity; minus
  - the actuarial equivalent value of your cash balance payable as a single life annuity.
- Note that there will be no additional death benefit if the actuarial equivalent value of your cash balance payable as a single life annuity is the larger of the two amounts described above. If you were not employed with the Company or any affiliated employer after 1996, the only death benefit available is automatically payable to your surviving Spouse, if you are married; otherwise there is no death benefit. Your surviving Spouse will be entitled to the amount the surviving Spouse would have received under the Plan had you (i) retired on the later of the date of your death or the date you would have attained age fifty-five (55), and (ii) elected to receive your Frozen Accrued Benefit or Grandfathered Benefit Amount (as applicable) in the form of a 50% joint and survivor annuity. This death benefit will be paid in the form of a single life annuity over your surviving Spouse's life. Your surviving Spouse may commence payment on the first day of the month following the later of the date of your death or the date you would have attained age 55. Alternatively, your surviving Spouse may choose to delay payment until the Required Beginning Date.

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If you have no surviving Spouse at the time of your death or if your surviving Spouse dies prior to the date you would have attained age 55, no death benefit will be payable under the Plan.

**NOTE:** If you are vested and you and your Spouse complete a beneficiary designation naming a beneficiary other than your Spouse that is on file with the D&B Pension Center before the first day of the year in which you are age 35, the beneficiary designation becomes invalid as of January 1 of the year in which you attain age 35. In this instance, your Spouse will be the beneficiary of your Plan benefit, regardless of who you named as beneficiary, unless you and your Spouse submit a properly completed new beneficiary designation to the D&B Pension Center. This new beneficiary designation must be executed after January 1 of the year in which you attain age 35.

### ***If You Are Rehired***

If you terminate employment with the Company and the affiliated employers before you are vested and are rehired, your prior service may be restored under certain circumstances. In order to receive credit for prior service, you must be reemployed by the Company (or an affiliated employer) *before* five years have elapsed since your Severance Date. If you are eligible to receive credit for prior service upon reemployment, the years of service you earned before you terminated employment will be restored for the purpose of determining:

- Vesting, and
- Restoring your unvested cash balance earned prior to your termination of employment.

If you terminate employment with the Company and the affiliated employers before you are vested and are rehired *after* five or more years, you will be treated as a new employee and will not be credited with any prior Period of Service nor will your prior unvested cash balance be reinstated.

### **Tax Consequences of Distributions**

In general, benefit payments from the Plan will be subject to federal income taxes and may be subject to state and local income taxes as well.

If you receive a lump sum payment, the Company is required to withhold federal income taxes equal to 20% of the taxable portion of your payment, unless you roll over the payment directly into an IRA (including a Roth IRA) or eligible employer plan that accepts rollovers.

Your distribution may also be subject to a 10% early payment penalty tax in addition to regular income taxes if it is not rolled over, unless:

- You are at least age 55 at the time you terminate employment;
- You are at least age 59½ at the time payment is made to you;
- The distribution is paid to your beneficiary following your death;
- You are totally and permanently disabled as defined by applicable law when you receive the distribution;
- The distribution is a series of periodic and substantially equal payments made annually over your life expectancy or the life expectancy of your beneficiary after your employment with the Company and the affiliated employers ends;
- The distribution is made to a former Spouse, child or other of your dependents under a qualified domestic relations order; or
- The distribution is used to pay for medical expenses that are deductible under Internal Revenue Code section 213.

**No employee of the Company or any affiliated employer is authorized to give you tax advice. You are responsible for complying with applicable federal, state and local tax laws and regulations when you receive a distribution from the Plan. You will receive more information about the applicable rules from the D&B Pension Center when you request a distribution from the Plan. Because tax laws are complicated and subject to change, it is recommended that you consult a tax advisor before receiving Plan benefits.**

### ***Overpayments***

Whenever payments have been made by the Plan that exceed the amount that should have been paid to the recipient at the time in question, the Plan has the right to promptly recover these overpayments, to the extent permitted by law. If the Plan Administration Committee or its delegate determines to recover an overpayment from you, you will have the opportunity to contest the overpayment under the 401(k) Plan's claim's procedures.

### **When Benefits may be Eliminated, Reduced, Delayed or Forfeited**

The Plan is designed to provide Participants with pension benefits. However, under certain circumstances, those benefits may be eliminated, reduced, delayed or forfeited. For example:

- Benefit accruals under the Plan ceased on the Freeze Date. No Participant has or will accrue a benefit under the Plan after June 30, 2007.
- If you do not apply for benefits in a timely manner or fail to provide information requested by the Company, benefits could be delayed.

- If you do not notify the Company or the D&B Pension Center of a change in your address, benefits could be delayed.
- If you or your beneficiary are unable to be located after the date benefits are required to commence, your benefit may be forfeited.
- A valid qualified domestic relations order may provide that part of your benefit is payable to someone other than you or your designated beneficiary.
- Federal law limits the amount of benefits that you may earn or may be paid to you from a qualified pension plan. In particular, for 2007 no more than \$225,000 of your annual Compensation was permitted to be taken into account in determining the Company's contribution to your cash balance. Also, in 2007 your annual annuity benefit was limited to the lesser of \$180,000 or 100% of your average compensation as defined by the Internal Revenue Code during your highest three consecutive years of employment. Since the Plan was frozen in 2007, the limits will not be impacted by subsequent cost of living adjustments.
- The Plan contains certain limitations on the amount of benefits that can be distributed to the 25 highest paid employees of the Company, under certain circumstances. These restrictions may, among other things, limit the value of lump sums that may be paid to these affected employees. If you are subject to this limitation, you will be notified.
- If you die after retiring and have chosen the single life annuity form of payment, no additional benefits will be paid after your death.
- **If your beneficiary dies before you do and after you have started to receive benefits in the form of a joint and survivor annuity, the amount of your benefit will not increase and, after your death, no further benefits will be paid.**

## **PLAN ADMINISTRATION**

This information about the administration of the Plan is provided in compliance with the Employee Retirement Income Security Act of 1974, as amended ("ERISA"). While you should not need these details on a regular basis, the information may be useful if you have specific questions about your Plan.

### **Plan Name**

The full name of the Plan is The Dun & Bradstreet Corporation Retirement Account.



**Plan Sponsor**

The Dun & Bradstreet Corporation is the Plan Sponsor of the Plan. The name, address and telephone number of the Plan Sponsor are:

The Dun & Bradstreet Corporation  
5335 Gate Parkway  
Jacksonville, FL 32256  
1-800-234-3867

**Plan Administrator**

The name, address and telephone number of the Plan Administration Committee are:

Plan Administration Committee  
The Dun & Bradstreet Corporation  
100 Campus Drive  
Florham Park, NJ 07932  
1-973-921-5500

The administration of the Plan is under the supervision of the Plan Administration Committee. The Plan Administration Committee is authorized to delegate certain administrative duties. To the fullest extent permitted by law, the Plan Administration Committee has the exclusive right to determine all matters relating to eligibility, interpretation and operation of the Plan.

**Type of Administration**

The Plan is administered through a trust.

**Agent for Service of Legal Process**

The name, address and telephone number of the agent for service of legal process are:

Plan Administration Committee  
The Dun & Bradstreet Corporation  
100 Campus Drive  
Florham Park, NJ 07932  
1-973-921-5500

Legal process may also be served on the Trustee. See the "Trustee" section for more information.

**Trustee**

The name and address of the Trustee are:

Bank of New York Mellon  
1 Wall Street  
New York, NY 10286

**Identification Numbers**

The Employer Identification Number (EIN) assigned by the IRS to the Company is 22-3725387. The plan number for the Plan is 001.

**Plan Year**

The plan year for the Plan is the 12-month period beginning on January 1 and ending on the next December 31.

**Plan Funding**

The Plan is a defined benefit cash balance plan. The Plan is funded by employer contributions in amounts which are actuarially determined. Contributions are held in a trust fund and are separate from Company assets.

**Organization Providing Administrative Services**

The Plan Administration Committee has delegated day-to-day operations of the Plan to the D&B Pension Center. The name, address and telephone number of the D&B Pension Center are:

Dun & Bradstreet Pension Center  
P.O. Box 197  
Lincolnshire, IL 60069  
1-877-846-1047  
<https://ypr.aon.com/dnb>

**OTHER IMPORTANT INFORMATION****Plan Document**

This SPD is intended to help you understand the main features of the Plan. The legal plan document provides additional information about the Plan. If there is any difference between the information in this SPD and the information in the legal plan document for the Plan, or if there are details not covered in this SPD, the legal plan document for the Plan will govern.

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## **Future of the Plan**

The Compensation Committee of the Board of Directors of the Company reserves the right to amend, modify, suspend or terminate the Plan, in whole or in part. The Board Compensation Committee has delegated certain of these duties to the Plan Oversight Committee appointed by the Board Compensation Committee. Plan amendment, modification, or termination may be made for any reason, and at any time, and may, in certain circumstances, result in the reduction or elimination of benefits to the extent allowed by law. If the Plan is completely or partially terminated, affected Participants will become fully vested in the benefits they have accrued to that point (to the extent such benefits are funded). In the event of a complete Plan termination, no additional benefits will accrue, benefits will be distributed in any manner permitted by the Plan as soon as practicable, and any excess funds will revert to the Company.

In the event the Plan terminates, you will have a vested right to the accrued benefit you have earned as of the date the Plan terminates. The amount of the benefit you receive, if any, will depend on the Plan assets and the amount of benefit insurance that is provided by the Pension Benefit Guaranty Corporation. Plan assets will be shared by Participants and beneficiaries consistent with the provisions of ERISA. After benefits have been paid and legal requirements met, the Plan will turn over any remaining assets to the Company.

## **If the Plan Becomes Top Heavy**

Under IRS rules, the Plan may become “top heavy.” A top heavy plan is one where more than 60% of the contributions or benefits have been allocated to “key employees.” Key employees are generally certain officers and owners of the Company and the affiliated employers. The Plan Administration Committee is responsible for determining whether the Plan is a top heavy plan each year. In the unlikely event that the Plan becomes top heavy in any year, non-key employees may be entitled to certain minimum benefits and special rules will apply. If the Plan becomes top heavy, the Plan Administration Committee will advise you of your rights under the top heavy rules.

## **Limitation on Assignment**

Your rights and benefits under the Plan cannot be assigned, sold, transferred, or pledged by you or reached by your creditors or anyone else except under limited circumstances. However, the law does permit the assignment of all or a portion of your interest in the Plan to your former Spouse or children as part of a qualified domestic relations order.

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### **Qualified Domestic Relations Order**

A qualified domestic relations order (QDRO) is a legal judgment, decree or order that recognizes the rights of your Spouse, former Spouse, child or other dependent to all or a portion of your Plan benefit. The Company is legally required to recognize a valid QDRO.

There are specific requirements the court order must meet to be recognized by the Plan Administration Committee and specific procedures regarding the amount and timing of payments. Participants and beneficiaries may obtain, without charge, a copy of the procedures governing QDRO determinations under the Plan by contacting the D&B Pension Center. See the section “How to Reach Your Plan Service Provider” for contact information.

### **Plan Interpretation**

To the fullest extent permitted by law, the Plan Administration Committee will have the exclusive right to determine all matters relating to eligibility, coverage and benefits under the Plan. The Plan Administration Committee will also have the exclusive right to determine all matters relating to interpretation and operation of the Plan.

### **Receiving Advice**

The Company cannot advise you regarding tax, investment or legal considerations relating to the Plan. Therefore, if you have questions regarding retirement planning, you should seek advice from a personal advisor.

### **Pension Benefit Guaranty Corporation**

Your pension benefits under the Plan are insured by the Pension Benefit Guaranty Corporation (PBGC), a federal insurance agency. If the Plan terminates (ends) without enough money to pay all benefits, the PBGC will step in to pay pension benefits. Most people receive all of the pension benefits they would have received under their plans, but some people may lose certain benefits.

The PBGC guarantee generally covers:

- normal and early retirement benefits;
- disability benefits if you become disabled before the Plan terminates; and
- certain benefits for your survivors.

The PBGC guarantee generally does **not** cover:

- benefits greater than the maximum guaranteed amount set by law for the year in which the Plan terminates. In 2025, the PBGC maximum monthly single life annuity benefit payable at age 65 is \$7,431.82. This PBGC maximum is reduced to provide retirement benefits earlier and/or to provide joint and survivor benefits;
- some or all of benefit increases and new benefits based on Plan provisions that have been in place for fewer than five years at the time the Plan terminates;
- benefits that are not vested because you have not worked long enough for the Company and the affiliated employers;
- benefits for which you have not met all the requirements at the time the Plan terminates;
- certain early retirement payments (such as supplemental benefits that stop when you become eligible for Social Security) that result in an early retirement monthly benefit greater than your monthly benefit at the Plan's normal retirement age; and
- non-pension benefits, such as health insurance, life insurance, certain death benefits, vacation pay and severance pay.

Even if certain of your benefits are not guaranteed, you still may receive some of those benefits from the PBGC depending on how much money your Plan has and on how much the PBGC collects from employers.

For more information about the PBGC and the benefits it guarantees, ask the Plan Administration Committee or contact the PBGC at P.O. Box 151750, Alexandria, VA 22315-1750 or call 1-800-400-7242 (a toll-free number). TTY/ASCII users may call the federal relay service toll-free number at 1-800-877-8339 and ask to be connected to 1-800-400-7242. Additional information about the PBGC's pension insurance program is available through the PBGC's website on the Internet at [www.pbgc.gov](http://www.pbgc.gov).

## **CLAIMS PROCEDURES**

If you have any questions about the Plan or if you wish to make a claim for benefits, you should contact the D&B Pension Center. If you feel that your benefits are incorrect or that a request for benefits has been wrongfully denied, you may file a written claim for benefits with the Plan Administration Committee.

## **Time Frame for Claim Determinations**

If you receive an adverse benefit determination (such as any denial, reduction or termination of a benefit, or a failure to provide or make a payment), the Plan Administration Committee will notify you of the adverse

determination within a reasonable period of time, but not later than 90 days after receiving the claim. This 90-day period may be extended for up to an additional 90 days, if the Plan Administration Committee both determines that special circumstances require an extension of time for processing the claim, and notifies you, before the initial 90-day period expires, of the special circumstances requiring the extension of time and the date by which the Plan expects to render a determination.

In the event an extension is necessary due to your failure to submit necessary information, the Plan's time frame for making a benefit determination on review is stopped from the date the Plan Administration Committee sends you the extension notification until the date you respond to the request for additional information. If the Plan Administration Committee does not receive the requested information from you within 60 days of the date the Plan Administration Committee sends you the request, your claim will be considered without such additional information and the resulting claim determination by the Plan Administration Committee will be final. No additional appeals with respect to such claim will be available to you under the terms of the Plan.

### **If You Receive an Adverse Benefit Determination**

The Plan Administration Committee will provide you with a notification of any adverse benefit determination, which will set forth:

- The specific reason(s) for the adverse benefit determination;
- References to the specific Plan provisions on which the benefit determination is based;
- A description of any additional material or information necessary for you to perfect the claim and an explanation of why that material or information is necessary; and
- A description of the Plan's appeal procedures and the time limits applicable to those procedures, including a statement of your right to bring a civil action under ERISA after an adverse determination on appeal.

### **Procedures for Appealing an Adverse Benefit Determination**

If you receive an adverse benefit determination, you may ask for a review. You and your authorized representative have 60 days following the receipt of a notification of an adverse benefit determination within which to appeal the determination. If you fail to appeal the adverse benefit determination within 60 days, it shall be conclusively determined for all purposes that the denial of the claim is correct.

You have the right to:

- Submit written comments, documents, records and other information relating to the claim for benefits;
- Request, free of charge, reasonable access to and copies of all documents, records and other information relevant to your claim for benefits. For this purpose, a document, record, or other information is treated as “relevant” to your claim if it:
  - Was relied upon in making the benefit determination;
  - Was submitted, considered or generated in the course of making the benefit determination, regardless of whether such document, record or other information was relied upon in making the benefit determination;
  - Demonstrates compliance with the administrative processes and safeguards required in making the benefit determination.
- Request a review that takes into account all comments, documents, records and other information submitted by you related to the claim, regardless of whether the information was submitted or considered in the initial benefit determination.

The Plan Administration Committee will notify you of the Plan’s benefit determination on review within a reasonable period of time, but not later than 60 days after receipt of your request for review by the Plan. This 60-day period may be extended for up to an additional 60 days, if the Plan Administration Committee both determines that special circumstances require an extension of time for processing the claim, and notifies you, before the initial 60-day period expires, of the special circumstances requiring the extension of time and the date by which the Plan expects to render a determination on review.

In the event an extension is necessary due to your failure to submit necessary information, the Plan’s time frame for making a benefit determination on review is stopped from the date the Plan Administration Committee sends you notification of the extension until the date you respond to the request for additional information. If the Plan Administration Committee does not receive the requested information from you within 60 days of the date the Plan Administration Committee sends you the request, your claim will be considered without such additional information and the resulting claim determination by the Plan Administration Committee will be final. No additional appeals with respect to such claim will be available to you under the terms of the Plan.

The Plan Administration Committee’s notice of an adverse benefit determination on appeal will contain all of the following information:

- The specific reason(s) for the adverse benefit determination;
- References to the specific Plan provisions on which the benefit determination is based;
- A statement that you are entitled to receive, upon request and free of charge, reasonable access to and copies of all documents, records and other information relevant to your claim; and
- A statement describing any voluntary appeal procedures offered by the Plan and your right to obtain information about such procedures, and a statement of your right to bring an action under ERISA.

### **Exhaustion Requirement**

Before filing any claim, suit or action in court or in another tribunal, any claimant must first fully exhaust all of the claimant's actual or potential rights under the Plan's administrative claims and appeals procedure, including such rights as the Plan Administration Committee may choose to provide in connection with novel claims, disputes or issues or in particular situations. For purposes of the prior sentence, any claimant that has any claim, dispute, issue or matter that implicates in whole or in part –

- The interpretation of the Plan;
- The interpretation of any term or condition of the Plan;
- The interpretation of the Plan (or any of its terms or conditions) in light of applicable law;
- Whether the Plan or any term or condition under the Plan has been validly adopted or put into effect;
- The administration of the Plan;
- Whether the Plan, in whole or in part, has violated any terms, conditions or requirements of ERISA or other applicable law, regardless of whether such terms, conditions or requirements are, in whole or in part, incorporated into the terms, conditions or requirements of the Plan; or
- Any claim, dispute, issue or matter that is deemed similar to any of the foregoing by the Plan Administration Committee or relates to the Plan in any way;

(or two or more of these) (each and collectively, a "Claim") shall not be considered to have satisfied this exhaustion requirement unless the claimant first submits the Claim to the Plan Administration Committee to be processed pursuant to the Plan's mandatory claims procedure (or to be otherwise considered by the Plan Administration Committee) and fully exhausts such claims procedure, and regardless of whether other claims, disputes, issues or matters that are not Claims (including those that a court might consider at the same time) are of greater significance or relevance. This exhaustion requirement applies even if the Plan Administration Committee has not previously defined or established specific claims procedures that directly apply to the submission and consideration of such Claim, and in which case the Plan Administration Committee (upon notice of the Claim) shall either promptly establish such claims procedures or shall apply (or act by analogy to)



the claims procedures that apply to claims for benefits. Upon review by any court or other tribunal, this exhaustion requirement is intended to be interpreted to require exhaustion in as many circumstances as possible (and any steps necessary to clarify or effect this intent may be taken). The Plan Administration Committee may make special arrangements to consider a Claim on a class basis or to address unusual conflicts concerns, and such minimum arrangements in these respects shall be made as are necessary to maximize the extent to which exhaustion is required. In any subsequent action or consideration of a Claim, in court or another tribunal, the subsequent action or consideration shall be limited, to the maximum extent permissible, to the record that was before the Plan Administration Committee in the claims procedure.

### **Time Frame for Pursuing Claim**

Any Claim filed under the Plan and any action filed in state or federal court by or on behalf of a former or current employee, Participant, beneficiary or any other individual, person or entity (collectively, a “Petitioner”) that relates to the Plan or alleged rights to Plan participation or benefits or for the alleged interference with or violation of ERISA-protected rights must be brought within two years of the date the Petitioner’s cause of action first accrues. For this purpose, a cause of action with respect to a Petitioner’s benefits under the Plan shall be deemed to accrue not later than the earliest of (i) when the Petitioner has received the Plan participation information, Plan account statement or calculation of the benefits that is the subject of the Claim or legal action, (ii) the date identified to the Petitioner by the Plan Administration Committee as the date on which payments shall commence in a form or amount that is inconsistent with the Claim, (iii) when the Petitioner has actual or constructive knowledge of the act or failure to act (or other facts) or repudiation of benefits, rights or entitlements that are the basis of the Claim (for example, the date on which correspondence is sent to the Petitioner in which the Plan repudiates the basis underlying the Claim), or (iv) when the benefit was first paid, provided, or denied (including by denying participation). A cause of action with respect to the alleged interference with or violation of ERISA-protected rights shall be deemed to accrue when the Petitioner has actual or constructive knowledge of the act or failure to act (or other facts) that are alleged to constitute interference with or violation of ERISA-protected rights. A cause of action shall in no case be deemed to accrue later than the date on which the Petitioner has actual or constructive knowledge of the act or failure to act (or other facts) or repudiation of benefits, rights or entitlements that are alleged to give rise to the Claim, action, right or matter. In the case of a Claim that relates to a series of related payments, actions, or inactions, all payments, actions, or inactions, shall be deemed to occur on the date that the first such payment, action, or inaction occurs for purposes of determining when such Claim accrues. Failure to bring any such Claim, action, matter or other allegation of a right within this two-year time frame shall preclude a Petitioner, or any

representative of the Petitioner, from filing the Claim, action, matter or allegation of a right and render it void. The mandatory claims procedure described above and any correspondence or other communications following the mandatory claims procedure shall not suspend the running of or otherwise extend this two-year time frame. In addition, plausibly and reasonably pleading compliance with this two-year time frame is a precondition to having a putatively valid cause of action that relates to the Plan and, therefore, to being able to proceed in court in the Claim, action, matter or allegation of a right that relates to the Plan.

### **Venue**

Any Claim or action filed in a court or any other tribunal in connection with the Plan by or on behalf of a Petitioner shall only be brought or filed in the United States District Court for the Middle District of Florida.

### **Plan Administration Committee Authority**

The Plan Administration Committee has the discretionary authority to construe and to interpret the Plan, to decide all questions of eligibility for benefits and to determine the amount of such benefits, and its decisions on such matters are final and conclusive. As a result, benefits under this Plan will be paid only if the Plan Administration Committee decides in its discretion that the Participant (or other claimant) is entitled to them. This discretionary authority is intended to be absolute, and in any case where the extent of this discretion is in question, the Plan Administration Committee is to be accorded the maximum discretion possible. Any exercise of this discretionary authority shall be reviewed by a court, arbitrator or other tribunal under the arbitrary and capricious standard (i.e., the abuse of discretion standard). If, pursuant to the discretionary authority provided to the Plan Administration Committee, an assertion of any right to a benefit by or on behalf of a Participant or beneficiary is wholly or partially denied, the Plan Administration Committee, or a party designated by the Plan Administration Committee, will provide such claimant the claims review process described in this Section.

### **YOUR RIGHTS UNDER ERISA**

A Participant is entitled to certain rights and protections under ERISA. ERISA provides that all Participants shall be entitled to:

#### **Receive Information about Your Plan and Benefits**

- Examine, without charge, at the Plan Administration Committee's office and at other specified locations, such as worksites, 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 Administration Committee, 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 Plan Administration Committee may make a reasonable charge for the copies.
- Receive a summary of the Plan’s annual financial report. The Plan Administration Committee is required by law to furnish each Participant with a copy of this summary annual report.
- Obtain a statement telling you whether you have a right to receive a pension at your normal retirement age (age 65) and if so, what your pension benefits would be at normal retirement age under the Plan if you stop working now. If you do not have a right to a pension, the statement will tell you how many more years you have to work to get a right to a pension. This statement must be requested in writing and is not required to be given more than once every 12 months. The Plan must provide the statement free of charge.

### **Prudent Actions by Plan Fiduciaries**

In addition to creating rights for Participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate your Plan, called “fiduciaries” of the Plan, have a duty to do so prudently and in the interest of 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 the 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 Administration Committee 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 Plan Administration Committee.

If you have a Claim for benefits that is denied or ignored, in whole or in part, you may file a suit in a state or federal court, but only after you have exhausted the Plan's claims and appeals procedures as described in the section "Claims Procedures." 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 a 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 the Plan, you should contact the Plan Administration Committee. 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 Administration Committee, you should contact the nearest office of the Employee Benefits Security Administration (EBSA), 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, DC 20210.

You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

### **NO GUARANTEE OF EMPLOYMENT**

Your participation in, eligibility for or your right to benefits under the Plan is no guarantee of continued employment with the Company (or any affiliated employer).

In accordance with ERISA, this booklet constitutes a summary plan description (SPD) of the Plan. The information in this SPD does not constitute a commitment to continued employment.

### **GLOSSARY OF IMPORTANT TERMS**

**Benefit Commencement Date** – The first day of the month as of which payment starts under the Plan.

**Cash Balance** – The bookkeeping account used to describe a Participant's benefit under the Plan.

**Company Credit** – The amount allocated to a Participant’s cash balance at the end of each month prior to July 1, 2007, based on the Participant’s Compensation, age and years of Credited Service at the end of such month.

**Compensation** – The total amount paid by the Company prior to July 1, 2007 to a Participant during any period of Credited Service as:

- Salary, wages, overtime, regular cash bonuses and commissions, lump sum payments in lieu of foregone merit increases, “bonus buyouts” as the result of job changes, and
- Any portion of amounts voluntarily deferred or reduced by the Participant under any employee benefit plan of the Company available to all levels of employees of the Company on a non-discriminatory basis, and
- Amounts voluntarily deferred or reduced under any executive deferral plan of the Company (if such amounts otherwise would not have been excluded had they not been deferred).

Compensation does *not* include:

- Any pension, retainers, severance pay, special stay-on bonus payments, income derived from stock options, stock appreciation rights and dispositions of stock, payments dependent on any contingency after the period of Credited Service and other special remunerations (including performance units),
- Amounts paid after the date a Participant’s Credited Service ends,
- Amounts in excess of IRS limits on eligible compensation that may be taken into account under retirement plans like the Plan, and
- Compensation earned after July 1, 2007.

Federal rules that govern pension plans like the Plan set annual limits on the amount of Compensation that can be considered in determining Plan benefits. For 2007, the limit was \$225,000.

**Credited Service** – Starts on your participation date and ends the earlier of: (i) your termination of employment with the Company (and the affiliated employers); or (ii) the Freeze Date. You generally received credit for 1/12<sup>th</sup> of a year for each full or partial month of employment you completed during such period.

**Early Retirement Date** – The first day of any month coincident with or next following the date you reach age 55 and retire from the Company and the affiliated employers, provided you have completed at least 10 years of Vesting Service.

**Freeze Date** – June 30, 2007. No additional benefits will accrue under the Plan after the Freeze Date and no employees will be added to the Plan after the Freeze Date.

**Interest Credit** – The amount of hypothetical interest credited as of the last day of each calendar month to a Participant's cash balance. The hypothetical interest is calculated by multiplying the Participant's cash balance as of the last day of the prior month by one-twelfth ( $1/12^{\text{th}}$ ) of the interest rate that is the annual yield on 30 year Treasury Bonds published by the IRS (and based on the monthly average of the daily determination of yield for 30-year Treasury Securities) for the second calendar month of the calendar quarter immediately preceding the month with respect to which the hypothetical interest credit is made. Different interest rates applied for this purpose prior to April 1, 2002. The minimum monthly interest rate is one-twelfth ( $1/12^{\text{th}}$ ) of 3% on a Participant's opening balance (if applicable) and one-twelfth ( $1/12^{\text{th}}$ ) of 4.45% on the cash balance account earned on or after January 1, 1997.

**Long-Term Disability Plan** – The Dun & Bradstreet Corporation Welfare Benefit Plan provides medical, dental and life insurance benefits to eligible active Company employees and their dependents. The D&B Long-Term Disability Plan for active Company employees (the "Long-Term Disability Plan") is part of The Dun & Bradstreet Corporation Welfare Benefit Plan.

**MRP** – The Master Retirement Plan of The Dun & Bradstreet Corporation in effect through December 31, 1996.

**Normal Retirement Date** – The first day of the month coincident with or next following the date you reach age 65, which is the Plan's "normal retirement age."

**Participant** – An employee who met the following requirements prior to July 1, 2007:

- Was an active full-time salaried or part-time salaried employee on the United States payroll, and
- Was employed by the Company (or an affiliated employer) that participates in the Plan, and
- Had attained age 21, and
- Had completed a Year of Eligibility Service.

You are *not* a Participant if you are a leased employee.

If you became an employee as the result of a transfer of employment from a nonparticipating affiliated employer, your employment with the nonparticipating affiliated employer may have been counted as service for purposes of eligibility to participate in the Plan. In addition, if you are employed by the Company (or an

affiliated employer) as the result of an acquisition or merger, special eligibility rules may apply. If you think your participation in the Plan is affected by special rules, you should contact the D&B Pension Center. See the section “How to Reach Your Plan Service Provider” for contact information.

**Period of Service** – The period of time commencing on your employment (or reemployment) commencement date and ending on your Severance Date.

**Postponed Retirement Date** – The first day of the month coincident with or next following the date you terminate employment, if such date is later than your Normal Retirement Date.

**Required Beginning Date** – April 1 of the year following the later of the year in which you reach age 73 or terminate employment.

If you are a 5% owner of the Company, however, the Required Beginning Date is April 1 of the year following the year in which you attain age 73, regardless of whether you have terminated employment.

**Severance Date** – The earlier of:

- the date on which you terminate employment;
  - the 12-month anniversary of the date you begin an absence from employment (with or without pay, for any reason other than a maternity or paternity leave) provided you do not return to active employment; or
  - the 24-month anniversary of the date you begin an absence from employment (with or without pay) for a maternity or paternity leave for (i) pregnancy; (ii) childbirth; (iii) adoption of a child; or (iv) child care immediately after the birth or adoption of a child provided you do not return to active employment.
- However, the period between the 12-month anniversary and the 24-month anniversary of the date you begin the absence will not be treated as a Period of Service.

**Spouse** – The individual of the opposite sex or the same sex to whom a Participant is lawfully married under the laws of the domestic or foreign jurisdiction (the “Jurisdiction”) having the legal authority to sanction marriages in which the marriage was performed (even if the couple is domiciled in a state that does not recognize the validity of the marriage), provided that for this purpose “marriage” does not include registered domestic partnerships, civil unions or other similar formal relationships recognized under the laws of a Jurisdiction but that are not denominated as marriage under that Jurisdiction.

**Vesting Service** – Starts on your employment (or reemployment date) date with the Company and the affiliated employers (or January 1 of the year in which you attain age 18, if later) and ends when your employment with

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the Company and the affiliated employers ends. If your employment ends and you are reemployed within 12 months of your termination date, your time away will be counted as Vesting Service under the Plan, provided you are otherwise eligible to begin Vesting Service—i.e., you are at least age 18. Vesting Service is computed in 1/12<sup>th</sup> of a year, with a full month counted for each completed and partial month.

Special rules may apply to Vesting Service during leaves of absence authorized by your employer for military service or other purposes protected by applicable law, such as a Family Medical Leave of Absence. Periods of absence during such a leave may be counted as Vesting Service if the Participant resumes Vesting Service within the period prescribed by law for the exercise of reemployment rights. If this situation applies to you, you should contact the D&B Pension Center for more information about how your leave of absence affects your Plan benefits.

If you are employed by the Company or any affiliated employer as the result of an acquisition or merger, special vesting rules may apply. If you became eligible for the Plan as the result of a transfer of employment from a nonparticipating affiliated employer, your employment with the nonparticipating affiliated employer may be counted as service for purposes of vesting. If you think your participation in the Plan is affected by special rules, you should contact the D&B Pension Center. See the section “How to Reach Your Plan Service Provider” for contact information.

**Year of Eligibility Service** – For a full-time employee, generally you completed a Year of Eligibility Service during the 12-month period beginning on the date you began employment with the Company or any affiliated employer and ending on the first anniversary of your employment date if you completed a one-year Period of Service during that initial 12-month period. For a part-time employee, generally you completed a Year of Eligibility Service during the 12-month period beginning on the date you began employment with the Company or any affiliated employer and ending on the first anniversary of your employment date if you completed at least 1,000 hours of service (each hour for which you were paid or entitled to be paid) during that period. If you are employed by the Company (or an affiliated employer) as the result of an acquisition or merger, special service rules may apply. If you think your participation in the Plan is affected by special rules, you should contact the D&B Pension Center. See the section “How to Reach Your Plan Service Provider” for contact information.