SAFE HARBOR MATCHING CONTRIBUTION NOTICE

Plan Name: Rimini Street Inc. 401(k) Profit Sharing Plan and Trust

(the “Plan”)

Your Employer has elected to make Safe Harbor Matching Contributions to eligible Participants in accordance with statutory requirements. This notice describes the Safe Harbor Matching Contribution and how you become eligible to receive this contribution.

Safe Harbor Matching Contributions will be made for the Plan Year beginning January 1, 2021, and will continue to be made unless the Plan is amended or terminated. Capitalized and certain other terms not defined within this notice may be defined or described in the Plan’s Summary Plan Description (SPD).

Your Employer ***may*** amend the Plan, at any time during the Plan Year, to reduce or eliminate the Safe Harbor Matching Contribution. If your Employer amends the Plan to reduce or eliminate the Safe Harbor Matching Contribution during the Plan Year, then the Plan Administrator will provide a supplemental notice to participants and the suspension or reduction will not apply until at least 30 days after that notice is provided.

Safe Harbor Matching Contribution Eligibility

Your Employer will make a Safe Harbor Matching Contribution to:

- all eligible Participants

To be eligible, you must also meet the Plan’s age, Eligibility Service, and Entry Date requirements for making Deferral Contributions and be part of a class of Employees eligible to participate in the Plan. You will be entitled to receive the Safe Harbor Matching Contribution if you make Deferral Contributions to the Plan during the Plan Year.

Eligible Compensation for Safe Harbor Matching Contributions and Deferrals

Eligible Compensation for computing the Safe Harbor Matching Contribution is your taxable compensation for the Plan Year reportable by your Employer on your IRS Form W-2, however, the following are excluded:

- bonuses
- commissions
- unused leave
- reimbursements or other expense allowances
- fringe benefits (cash, non-cash, taxable, and non-taxable)
- moving expenses
- deferred compensation
- welfare benefits
- The value of restricted stock or of a qualified or a non-qualified stock option granted to an Employee by the Employer to the extent such value is includable in the Employee's taxable income.
- All forms of remuneration associated with the employer’s equity plans

Compensation under the Plan is limited to the applicable dollar limit in effect for the Plan Year. Compensation for your first year of eligible Plan participation will be measured for the portion of your initial Plan Year that you are eligible.

You can elect to contribute a portion of your Compensation as a Deferral or Roth Deferral Contribution to the Plan by contacting Fidelity Investments or executing a salary reduction agreement with your Employer. When you request a change to your Deferral election it is generally updated as soon as administratively feasible at the beginning of every payroll. In addition, you can suspend your Deferral Contributions at any time. The percentage of Compensation you defer is limited to the lesser of 75% for the Plan Year or the annual IRS limit. If you will be age 50 or older during the taxable year, you may exceed these limitations to the extent allowed under your Plan.

Safe Harbor Matching Contribution Formula

Enhanced Matching Formula: Your employer will make Matching Contribution to your Account based on your Deferral Contributions in an amount equal to 100% of the first 4% of Compensation that you contribute to the Plan for each Plan Year (“Contribution Period”).

Example: Your Compensation for the Contribution Period is $10,000 and you contribute 6% ($600) of it to the Plan as Deferral Contributions. You will receive Safe Harbor Matching Contributions calculated as follows:

Compensation Contributed to the Plan	Safe Harbor Matching Contribution Formula	Contribution Amount
First 4% ($10,000 x 4%) = $400.00	100%	$400.00 x 100% = $400.00
Amounts in excess of 4%	0%	$ 0
Total		$400.00

Vesting and Withdrawal of Safe Harbor Matching Contributions

Safe Harbor Matching Contributions are always 100% vested and non-forfeitable. They may only be withdrawn from your Account upon death, attainment of the Plan's normal retirement age (65), attainment of age 59 ½, termination of employment, or plan termination if no successor plan is established.

Additional Contributions Available Under the Plan

In addition to the Safe Harbor contributions described above, the Plan provides other contributions as described below. Generally contributions may be withdrawn upon death, attainment of the Plan's normal retirement age (65), termination of employment, or plan termination if no successor plan is established.

Deferral and Roth Deferral Contributions	
Vesting Schedule	Always 100% vested and non-forfeitable.
Employee Rollover Contributions	Rollover from another qualified retirement plan
Vesting Schedule	Always 100% vested and non-forfeitable.
Discretionary Nonelective Contributions	
Vesting Schedule	0-1 0% /1-2 0% /2-3 20% /3-4 40% /4-5 60% /5-6 80% /6+ 100%
Qualified Nonelective Contributions	
Vesting Schedule	Always 100% vested and non-forfeitable.

Withdrawals Available Under the Plan

Generally contributions may be withdrawn upon death, attainment of the Plan's normal retirement age (65), termination of employment, or plan termination if no successor plan is established. Withdrawals from the plan while still employed may be available, if you qualify. Not all contribution types are available for all withdrawals, and certain withdrawals may incur a suspension period under which you may not contribute to the Plan. Further information about in-service withdrawals may be found in the In-Service Withdrawals Section of your SPD. Generally withdrawals made before age 59 ½ are subject to a 10% additional tax; you can learn more about the extra tax in IRS Publication 575, Pension and Annuity Income.

- Age 59 ½ Withdrawal: If you have reached 59 ½ years of age, you may withdraw all or a portion of your entire vested Account.
- Rollover Contribution Withdrawal: If you have made Rollover Contributions then you may elect to withdraw all or a portion of those Contributions. There is no limit on the number of withdrawals of this type.
- Hardship withdrawal: Hardship withdrawals must be for a specified need – for qualifying medical expenses, costs related to your principal residence (purchasing of, preventing eviction from or foreclosure on your principal residence, or repairing qualifying damages to such principal residence), qualifying post-secondary education expenses, qualifying burial or funeral expenses, or expenses and/or losses (including loss of income) for qualifying disasters. You must take other available withdrawals from all plans under the Employer or any related Employer before you can take a hardship. Please see the SPD or other available Plan information for additional details and requirements. Types of contributions available for hardship withdrawals are: Deferral and Roth Deferral, Profit Sharing.
- Qualified Reservist Distribution: If you have been called to active military duty for more than 179 days or for an indefinite period, you may elect to withdraw your Deferral Contributions. You may also elect to repay the distribution to an IRA within two years after the end of your active duty period.

- Loans from your vested Account balance may be available if you qualify. You can obtain more information about loans in the Plan's Loan Procedures supplied by the Plan Administrator.
- Withdrawal for Participants Performing Qualified Military Service: If you are performing Qualified Military Service, you may elect to withdraw during your active duty period. You will be suspended from making any contributions for 6 months following the distribution.

Other Information

More information about the contributions made pursuant to the Plan or a copy of the most current Summary Plan Description (SPD) can be obtained by contacting Fidelity or:

Mr. Andrew Forbes
3993 Howard Hughes Parkway
Ste 500
Las Vegas, NV 89169
(727) 308-7700

The information contained herein has been provided by the Plan Administrator.

739379.3.0