

*StanleyBlack&Decker*

# RETIREMENT ACCOUNT PLAN

Summary Plan Description

This Summary Plan Description explains the main features of the Stanley Black & Decker Retirement Account Plan (the "Plan") effective as of March 5, 2023, and applies to certain active employees who are covered under the Plan on or after March 5, 2023, and certain other individuals for whom accounts are held under the Plan on or after March 5, 2023.



# TABLE OF CONTENTS

|  |    |
|--|----|
| INTRODUCTION.....  | 2  |
| EMPLOYEE STOCK OWNERSHIP PLAN.....   | 2  |
| EMPLOYEES ELIGIBLE TO BE COVERED UNDER THE PLAN .....                                    | 2  |
| CONTRIBUTIONS AND ALLOCATIONS UNDER THE PLAN .....                                       | 3  |
| INVESTMENT OF ALLOCATIONS TO YOUR ACCOUNT .....  | 7  |
| VESTING RULES UNDER THE PLAN.....  | 11 |
| LOANS FROM THE PLAN.....   | 13 |
| WITHDRAWING MONEY FROM YOUR CHOICE ACCOUNT .....   | 15 |
| QUALIFIED BIRTH OR ADOPTION DISTRIBUTION FROM MTD SALARIED PLAN OR MTD HOURLY PLAN ..... | 18 |
| FINAL PAYMENT OF YOUR ACCOUNTS .....   | 19 |
| VOTING RIGHTS WITH RESPECT TO STANLEY BLACK & DECKER STOCK.....                          | 22 |
| ACCESSING YOUR ACCOUNT INFORMATION .....   | 23 |
| CONTRIBUTORY PENSION BENEFIT.....  | 23 |
| ASSIGNMENT OR OFFSET OF BENEFITS.....  | 24 |
| BENEFIT APPLICATION PROCEDURES .....   | 24 |
| YOUR RIGHTS AS A PLAN PARTICIPANT .....  | 26 |
| ADMINISTRATIVE INFORMATION .....   | 28 |
| IMPORTANT PLAN DETAILS .....   | 28 |

# INTRODUCTION

This Summary Plan Description (“SPD”) explains the main features of the Plan, effective as of March 5, 2023, that apply to groups of eligible employees as explained on pages 2, 3, 29, and 30 of this SPD.

Saving regularly during your employment years may be a significant step toward achieving the goal of financial security in retirement. Stanley Black & Decker helps you reach that goal by providing a valuable tool that makes saving and investing for retirement easy. The Plan is designed to supplement your savings by matching a portion of your contributions to the Plan.

The Plan was formed from the merger of The Black & Decker Retirement Savings Plan (the “Retirement Savings Plan”) and the Stanley Account Value Plan (the “Account Value Plan”), effective January 1, 2011.

Remember, it is never too early or too late to start saving for your retirement.

## EMPLOYEE STOCK OWNERSHIP PLAN

The Plan is a stock bonus plan designed as an employee stock ownership plan (ESOP) intended to qualify for favorable tax treatment under the Internal Revenue Code (the “Code”). The Plan also includes a cash or deferred arrangement under Section 401(k) of the Code. A “cash or deferred arrangement” is an arrangement under which an eligible employee may make an election between receiving cash compensation and having an amount contributed to the Plan on his or her behalf. The Plan’s trust is intended to be tax exempt under the Code.

The Plan is designed as a leveraged ESOP, which means that the Plan may borrow funds through an ESOP loan to acquire shares of common stock of Stanley Black & Decker, Inc. (“Stanley Black & Decker Stock”). These acquired shares of stock would be placed in an unallocated suspense account and allocated from the suspense account to participants’ accounts in accordance with the Plan’s provisions as an ESOP loan is paid by the Plan from Plan contributions and other sources. There is currently no outstanding ESOP loan.

## EMPLOYEES ELIGIBLE TO BE COVERED UNDER THE PLAN

### ELIGIBLE EMPLOYEE

The Plan covers eligible employees of Stanley Black & Decker, Inc. and its U.S. affiliates (“Stanley Black & Decker”). The Plan Administrator will notify an employee if he or she is eligible to participate in the Plan.

An employee of Stanley Black & Decker who is subject to the U.S. income tax laws, and is not covered under a collective bargaining agreement, is ordinarily eligible for coverage under the Plan. An employee who is covered under a collective bargaining agreement is not eligible under the Plan unless the collective bargaining agreement provides for coverage. An employee who has worked for a company that was acquired by Stanley Black & Decker is not eligible for coverage unless the Plan is amended to provide for coverage. In addition, the following individuals are not eligible to be covered under the Plan:

- Individuals who are leased employees as defined in the Plan;
- Individuals who are employed by Stanley Black & Decker in the U.S. on temporary assignments from foreign affiliates (i.e., holders of United States Permanent Residence Cards or Employment Authorization Documents) and eligible to accrue benefits under foreign retirement plans;
- An individual whose earnings from Stanley Black & Decker are not subject to the income tax laws of the U.S.;
- An individual who is employed by CRC-Evans Pipeline International, Inc. or Microalloying International LLC (formerly known as Microalloying International, Inc.), and is paid pursuant to a payroll program that is administered outside of the United States;

- An individual who is employed by SBD Aura, Inc., SBD LinQ, Inc., or SBD Scala, Inc.; and
- An individual who is employed by an entity that is not a member of Stanley Black & Decker's affiliated group, as defined in the Plan, irrespective of whether the entity was previously a member of the affiliated group.

## DATE COVERAGE UNDER THE PLAN BECOMES EFFECTIVE

An eligible employee (as defined above) automatically becomes covered under the Plan on the first day of the month next following the date on which he or she becomes an eligible employee of Stanley Black & Decker.

## SEVERANCE FROM EMPLOYMENT OR TRANSFER

If, after you become covered under the Plan, your employment with Stanley Black & Decker ends and you are later rehired as an eligible employee, you will be covered under the Plan, beginning on your reemployment date.

If, after you become covered under the Plan, you are transferred to a group of employees not eligible to participate in the Plan, you will no longer be covered under the Plan. Your accounts under the Plan will be held by the Trustee and will be available for distribution upon the earliest of your retirement, death or other severance from employment with Stanley Black & Decker.

# CONTRIBUTIONS AND ALLOCATIONS UNDER THE PLAN

## CHOICE ACCOUNT

When you are covered under the Plan, you have the opportunity to make contributions to the Plan through convenient payroll deductions ("employee contributions"). In addition, there is a 50% match on the first 7% of pay (based on pay as defined in the Plan) you elect to have deducted from your pay on a pre-tax or Roth basis for a pay period, resulting in a maximum matching allocation with respect to your employee contributions for a payroll cycle of 3½% of pay.

After-tax employee contributions that are not Roth contributions are not matched.

## EMPLOYEE CONTRIBUTIONS

If you become covered under the Plan, you may make employee contributions to the Plan while you are an eligible employee, prior to severance from employment. Your employee contributions are paid promptly, upon deduction from your pay (as defined below), to the Plan's Trustee, and credited to a Choice Account established for you under the Plan.

If you are not a highly compensated employee (as defined under the Plan), the total contributions deducted from your pay for a pay period may not exceed 25% of your pay for the pay period. If you are not a highly compensated employee, your contributions for a pay period may be made with pre-tax dollars, Roth dollars, after-tax dollars other than Roth dollars, or a combination thereof.

If you are a highly compensated employee, in order to ensure that certain requirements of the tax laws are met, you may not make after-tax contributions, other than Roth contributions, to the Plan and the combined amount of your pre-tax employee contributions and Roth contributions for a pay period is limited to 7% of your pay for the pay period, or a lower percentage specified by the Plan Administrator. If you are a highly compensated employee, you will be notified by the Plan Administrator if your contributions are limited to a percentage of pay for a pay period that is less than 7%, or if it is necessary for your contributions to be suspended.

- Pre-tax contributions, also known as 401(k) contributions, are deducted from your pay before federal income taxes and, if permitted by state and local laws, before state and local income taxes are withheld. You will not pay federal income taxes on those contributions or related investment earnings until they are withdrawn from the Plan.



- Roth contributions are deducted from your pay after federal income taxes and, if required under state and local laws, after state and local income taxes. Consequently, you pay income taxes when Roth contributions are made. However, if a distribution of your Roth contributions is made from the Plan after you have attained age 59½ (or have died or become disabled) and after the conclusion of at least five calendar years during which a Roth balance has been maintained for you in the Plan, the distribution is considered a “qualified distribution” and is not subject to tax. On the other hand, if the distribution of your Roth contributions is not considered a qualified distribution, the portion of the distribution attributable to investment earnings will be subject to tax.
- Pre-tax and Roth contributions are limited by law, in the aggregate, to an annual dollar amount per calendar year that is adjusted periodically under the tax laws.
- After-tax contributions, other than Roth contributions, are deducted from your pay after federal income taxes and any applicable state or local income taxes are withheld. Therefore, you pay income taxes on your after-tax contributions when they are withheld from your pay. This means you will not have to pay taxes on those contributions when you withdraw them from the Plan. The investment earnings on your after-tax contributions will grow tax-deferred under the tax laws, but you will owe income tax on the earnings upon withdrawal from the Plan.

Note: In all cases, Social Security and Medicare taxes will be taken out of your pay based on your pay before your payroll deduction contributions are made.

## PAY

“Pay,” for purposes of determining the amount of your employee contributions and other allocations under the Plan, generally includes wages, salaries, regular bonuses, overtime and commissions and includes any such amounts contributed to the Plan or a cafeteria plan described in Code Section 125. It does not include profit sharing bonuses, working capital bonuses, retention bonuses, synergy bonuses, special bonuses, WIN awards, reimbursements or other expense allowances, fringe benefits (other than a qualified transportation fringe benefit plan under the tax laws), moving expenses, welfare benefits (such as insurance payments), severance pay, and any other pay after employment status has terminated, and various other types of compensation. In addition, your pay under the Plan does not include amounts paid under a long-term stock incentive plan, deferred compensation in the year paid if the compensation has been deferred beyond the calendar year in which it would otherwise have been paid, or amounts realized from the grant or exercise of a stock option.

By law, your annual pay recognized under the Plan is limited to a dollar amount that is adjusted periodically for inflation under the tax laws.

## CATCH-UP CONTRIBUTIONS

Participants who are age 50 or over by the end of a Plan year (the calendar year) may make “catch-up contributions” to the Plan for the Plan year. Catch-up contributions are additional pre-tax or Roth contributions credited to the Choice Account that exceed the annual dollar limit on the aggregate amount of such contributions under the tax laws, a Plan-imposed limit (25% of pay for non-highly compensated participants, 7% of pay for highly compensated participants) or another limit applied to highly compensated participants in order for the Plan to satisfy the nondiscrimination tests under the tax laws applicable to pre-tax and Roth contributions. Therefore, in order to make catch-up contributions for a Plan year, the total of your pre-tax and Roth contributions for the year must exceed at least one of the three limits described above. The maximum amount of catch-up contributions that may be made under the Plan for a year will be adjusted periodically pursuant to the tax laws. Catch-up contributions are not eligible for matching allocations.

## MATCHING ALLOCATIONS

For each pay period, there is a 50% match on the first 7% of pay you contribute (taking into account both pre-tax and Roth contributions) during the pay period to your Choice Account resulting in a maximum allocation with respect to your combined pre-tax and Roth contributions per payroll cycle of 3½% of pay. All matching allocations are pre-tax funds.

So for every pre-tax or Roth dollar you contribute, up to total contributions of 7% of your pay during a pay period, 50 cents is added to your Choice Account for the pay period.

#### *EXAMPLE 1*

If you make a pre-tax contribution to the Plan for a pay period equal to 5% of your pay for that pay period, a matching allocation equal to 2½% of your pay for the pay period will be credited to your Choice Account.

#### *EXAMPLE 2*

If you make a pre-tax contribution to the Plan for a pay period equal to 8% or more of your pay for that pay period, a matching allocation equal to 3½% (50% of 7%) of your pay for the pay period will be credited to your Choice Account.

#### *EXAMPLE 3*

If you make a pre-tax contribution to the Plan for a pay period equal to 3% of your pay and a Roth 401(k) contribution to the Plan for a pay period equal to 2% for that pay period, a matching allocation equal to 2½% of your pay for the pay period will be credited to your Choice Account.

Note: As discussed above, after-tax employee contributions, other than Roth contributions, and catch-up contributions are not eligible to be matched. In addition, Nelson Stud Welding, Inc. union employees hired before June 9, 2012, are not eligible to receive matching allocations on any employee contributions to the Plan.

## ROLLOVER CONTRIBUTIONS

If you receive a taxable distribution that is an eligible rollover distribution from another tax-qualified retirement plan or a Code Section 403(b) plan, governmental 457(b) plan, or IRA, you may “roll over” the distribution to your Choice Account. You can roll over your taxable distribution either directly or indirectly. You may also roll over your Roth balance directly from another employer’s plan to your Choice Account.

Your Roth balance in the Plan can be rolled over directly on a nontaxable basis to a Roth IRA or another employer’s plan that allows for Roth rollovers.

With a direct rollover to the Plan, the distribution is transferred directly to your Choice Account, and no federal income tax withholding will apply to your distribution. If an eligible rollover distribution that is taxable is not paid in a direct rollover to an eligible retirement plan but is paid to you, it will be subject to federal income tax withholding at the rate of 20%.

If you receive a taxable eligible rollover distribution that is made payable to you and then roll over the payment yourself—an indirect rollover—keep in mind the following important facts:

- 20% federal income tax withholding will apply automatically, even though it is a tax-deferred rollover, and your rollover must be made within 60 days of the date on which your distribution was made.
- Please keep in mind that the taxable portion of your distribution that is not rolled over will be subject to federal income taxes and possibly a penalty tax.

If you would like to roll over a taxable distribution or a Roth distribution to your Choice account, call Principal Financial Group® at 800-547-7754 or access the Principal website at [principal.com](http://principal.com) to initiate a rollover request.

Rollover contributions are not eligible for matching allocations.

## ENROLLING IN THE PLAN

If you are hired after December 31, 2020, and you do not make an affirmative election as to whether to have the Company deduct employee contributions from your pay upon becoming eligible to participate in the Plan, you will automatically be enrolled to make pre-tax contributions of 3% of your pay on each of your regularly scheduled payroll dates. Your automatic pre-tax contributions will start approximately 45 days after your hire date unless you elect otherwise. These automatic pre-tax contributions will be matched in the same manner as other pre-tax contributions as discussed above.

Prior to being automatically enrolled to contribute 3% of your pay on a pre-tax basis to the Plan, you will receive a notice of the Plan’s automatic contribution provisions and of your right to choose not to make contributions

pursuant to those provisions. You may choose, instead, not to make any employee contributions to the Plan. In the alternative, you may choose to make pre-tax contributions in an amount that is different from 3% of pay or to make Roth contributions, or, if you are not a highly compensated employee, after-tax contributions, in addition to or in place of pre-tax contributions. If you choose not to have employee contributions made pursuant to the Plan's automatic contribution provisions by making an affirmative election not to make any employee contributions or to have your employee contributions determined under a formula that is different from pre-tax contributions of 3% of pay, you may implement such an election by contacting Principal Financial Group® at 800-547-7754 or online at principal.com.

In order to avoid having pre-tax employee contributions of 3% of pay begin under the automatic contribution provisions, you must make an affirmative election, within 45 days of your date of hire, not to make any employee contributions or to make contributions under a different formula. If you do not make an election within this 45 day period, automatic pre-tax contributions of 3% of pay will be deducted until you make an affirmative election to discontinue those contributions and, if you so choose, to have employee contributions determined under a different formula. Any pre-tax or Roth contributions that are made, including pre-tax contributions made under the automatic contribution provisions, may not be distributed to you until there is a distributable event as defined in the Plan.

You can always change your contributions to the Plan by making a new contribution election. However, if, when you are hired, you know that you do not want to contribute to the Plan, you will want to make an employee contribution election of 0% (a zero contribution). You must make this election in order to avoid the deduction from your paychecks of any unwanted automatic contributions.

If after terminating employment with Stanley Black & Decker, you are rehired after December 31, 2020, and, upon being rehired, you do not make an affirmative election as to whether to have the Company deduct employee contributions from your pay, you will automatically be enrolled to make pre-tax contributions of 3% of your pay. These automatic pre-tax contributions would begin as soon as administratively practicable after your rehire date. You may elect not to have these automatic contributions made in accordance with the rules that apply to participants who are first hired after December 31, 2020, as described above.

To make an election regarding employee contributions, including an election to make a change in the automatic contributions that would otherwise be made, you may either:

- Call Principal Financial Group® at 800-547-7754.
- Visit **principal.com/ welcome**.

During the enrollment process, you will choose:

1. The percentage of your pay you want to contribute to the Plan, and
2. How you want your contributions and any other funds allocated on your behalf under the Plan to be invested.

If you choose not to begin making contributions when you first become eligible, you may begin making contributions at any time thereafter. Once you begin contributing, you may change your contribution percentage or stop contributing at any time. To change, stop or resume your contributions, call Principal Financial Group® at 800-547-7754 or access the Principal website at principal.com.

### *ENROLLMENT CONFIRMATION*

Following your enrollment, a confirmation letter will be mailed to you from Principal Financial Group® that reflects your contribution and investment elections.

# INVESTMENT OF ALLOCATIONS TO YOUR ACCOUNT

## CHOICE ACCOUNT INVESTMENT OPTIONS

The Plan offers several Choice Account investment options to choose from. You have the right to direct the investment of the entire amount credited to your Choice Account to one or more of the investment funds described below.

### *STANLEY BLACK & DECKER STOCK FUND*

The Stanley Black & Decker Stock Fund invests primarily in Stanley Black & Decker Stock, while maintaining an appropriate level of short-term investments to meet daily liquidity needs. This stock is traded on the New York Stock Exchange under the symbol SWK. The investment objective of this fund is to provide long-term capital growth while providing participants with an opportunity to share in the investment performance of Stanley Black & Decker Stock. This investment fund involves a higher risk with the opportunity for a higher rate of return when compared with other investments. This is due to the potential volatility of the stock and to the fact that this fund is not invested in a diversified group of assets.

### *S&P 500 U.S. EQUITY-INDEX FUND*

The fund seeks to track, before expenses, the performance of the S&P 500 Index, by investing in all of the S&P 500 stocks, in proportion to their weighting in the Index.

### *TOTAL U.S. EQUITY MARKET-INDEX FUND*

This fund seeks to match as closely as practicable, before expenses, the performance of the Dow Jones U.S. Total Stock Market Index<sup>SM</sup> over the long term.

### *SMALL/MID CAP U.S. EQUITY-INDEX FUND*

This fund seeks an investment return that approximates as closely as practicable, before expenses, the performance of the Dow Jones U.S. Completion Total Stock Market Index<sup>SM</sup> over the long term.

### *NEUBERGER BERMAN GENESIS INSTL FUND*

This fund seeks capital appreciation through investment in common stocks of companies with small market capitalization, i.e., those with a total market value up to \$1.5 billion at the time the stock is purchased.

### *INTERNATIONAL EQUITY-INDEX FUND*

The investment objective of this fund is to match as closely as practicable, before expenses, the performance of the Morgan Stanley Capital International All Country World ex-US Index ("MSCI ACWI ex-US") over the long term, using a "passive" or "indexing" investment approach.

### *HARDING LOEVNER INTERNATIONAL EQUITY FUND*

The Portfolio invests primarily in companies based in developed markets outside the United States as well as in companies in emerging and frontier markets. Harding Loevner LP ("Harding Loevner"), the Portfolio's investment adviser, undertakes fundamental research in an effort to identify companies that are well managed, financially sound, fast growing, and strongly competitive, and whose shares are reasonably priced relative to estimates of their value. To reduce its volatility, the Portfolio is diversified across dimensions of geography, industry, currency, and market capitalization. The Portfolio normally holds investments across at least 15 countries.

### *BOND MARKET-INDEX FUND*

This fund seeks to track, before expenses, the performance of the Barclays Capital U.S. Aggregate Index, through a portfolio of securities from each industry, quality and duration sector of the Index, in proportion to its weighting in the Index.



### *INTERMEDIATE BOND-INDEX FUND*

This fund seeks an investment return that approximates as closely as practicable, before expenses, the performance of the Barclays Capital U.S. Intermediate Government/Credit Bond Index over the long term.

### *U.S. TIPS-INDEX FUND*

This fund seeks to match as closely as practicable, before expenses, the returns of the Barclays Capital U.S. Treasury Inflation Protected Securities (TIPS) Index over the long term. The fund offers a broad, low cost exposure to U.S. Treasury bonds which automatically adjust to protect from increases in inflation.

### *CORE PLUS FIXED INCOME FUND*

This fund seeks high total investment return through a combination of current income and capital appreciation and to outperform its benchmark.

### *STABLE VALUE FUND*

This fund seeks to provide preservation of principal, a reasonable stable monthly return and a high level of liquidity for participant-initiated withdrawals and exchanges. The fund seeks to maintain a stable asset value, but cannot guarantee that it will be able to do so. The returns for the various investments that make up the fund are blended together to provide participants with an aggregate return.

### *TARGET RETIREMENT FUNDS*

Target Retirement Funds represent a simplified approach to investing. Except for the “Target Retirement Income Fund,” each Target Retirement Fund has a year in its name. The Target Retirement Income Fund is designed to provide income and moderate long-term growth of capital for those who are very close to or already in retirement. When each fund with a year in its name reaches its target year, assets in that fund will automatically move to the Target Retirement Income Fund.

Each Target Retirement Fund utilizes primarily a mix of stock funds, bond funds, and other fixed income investments that is rebalanced periodically as the target year approaches, to ensure that the investments are appropriate for the remaining investment horizon. Thus, each fund’s investment mix is gradually shifted from a greater concentration of stock funds to a greater concentration of bond funds and other fixed income instruments. This shift is designed to reduce fluctuations in the value of your investments as the time at which you will need your retirement savings approaches. You may choose to invest your Choice Account in one or more of the Target Retirement Funds.

The following table shows your age-appropriate Target Retirement Fund, associated with your anticipated retirement date.

| <b>NORMAL RETIREMENT DATE*</b> | <b>AGE-APPROPRIATE TARGET RETIREMENT FUND</b> |
|--------------------------------|---|
| 2022 or earlier                | Target Retirement Income Fund                 |
| 2023-2027                      | Target Retirement Fund 2025                   |
| 2028-2032                      | Target Retirement Fund 2030                   |
| 2033-2037                      | Target Retirement Fund 2035                   |
| 2038-2042                      | Target Retirement Fund 2040                   |
| 2043-2047                      | Target Retirement Fund 2045                   |
| 2048-2052                      | Target Retirement Fund 2050                   |
| 2053-2057                      | Target Retirement Fund 2055                   |
| 2058-2062                      | Target Retirement Fund 2060                   |
| 2063 or later                  | Target Retirement Fund 2065                   |

\*Your normal retirement date is calculated by using the normal retirement age for your plan along with your date of birth.

## INVESTMENT PROTECTION ACCOUNT

If you participated in the Account Value Plan before July 1, 1998, a portion of your Choice Account may be subject to a guaranteed minimum return under the Pension Plan for Hourly Paid Employees of Stanley Black & Decker, Inc. (the "Pension Plan"). This cumulative minimum return (referred to as an "IPA benefit") is provided with respect to your Choice Account investments in the Stanley Black & Decker Stock Fund of:

- Your pre-1984 after-tax employee contributions to The Stanley Works Retirement Plan ("Retirement Plan") (which were transferred to the Account Value Plan),
- Your pre-tax employee contributions made to the Account Value Plan before July 1, 1998,
- Amounts rolled over or transferred on your behalf to the Account Value Plan from another qualified plan before July 1, 1998,
- Matching allocations on your behalf that were credited to the "retirement account" in the Account Value Plan before July 1, 1985,
- The "net contributory pension benefit" attributable to certain funds that were transferred on your behalf from the Retirement Plan to the Account Value Plan as of December 31, 1986. (See Contributory Pension Benefit), and
- Any contribution made at the discretion of Stanley Black & Decker and credited to the account of a Plan participant prior to July 1, 1998, pursuant to a plan specification schedule.

(These funds are referred to collectively as "IPA-protected amounts.")

IPA-protected amounts, reflecting investments in Stanley Black & Decker Stock, are recorded in an investment protection account ("IPA") under the Pension Plan where they are credited with a guaranteed rate of return for the period of time during which such amounts are invested under the Account Value Plan before April 1, 1999, in Stanley Black & Decker Stock (previously stock of The Stanley Works), and for the period of time after March 31, 1999, during which such amounts are invested under the Account Value Plan or the Plan, in the Stanley Black & Decker Stock Fund (previously the Stanley Stock Fund). The IPA-protected amounts are adjusted downward as your Choice Account is reduced by any loans, withdrawals, distributions, or transfers out of the Stanley Black & Decker Stock Fund. The IPA-protected amounts will be increased by any payment of loan principal and interest on a loan from IPA-protected amounts, and by the amount reinvested in the Stanley Black & Decker Stock Fund from IPA-protected amounts previously transferred from the Stanley Black & Decker Stock Fund to another investment fund, provided that such loan payment or reinvestment is credited to the Stanley Black & Decker Stock Fund.

If the market value of the IPA-protected amounts is less than their recorded value in the IPA at the applicable valuation date, preceding the time at which there is a lump sum distribution of all of your Plan funds, or preceding the time at which annual required minimum distributions begin to be made to you with respect to your Plan funds, the difference will be paid as an IPA benefit from the Pension Plan.

IPA protection that is in effect for IPA-protected amounts invested in the Stanley Black & Decker Stock Fund remains in effect only for the period during which such amounts are invested in the Stanley Black & Decker Stock Fund prior to the applicable valuation date preceding the time at which there is a lump sum distribution of all of your Plan funds, or preceding the time at which you begin to receive annual required minimum distributions with respect to your Plan funds.

The IPA annual rate of return for any calendar year is the yield of two-year U.S. Treasury Notes reported in The Wall Street Journal for the last business day of the October preceding that calendar year, but never more than 12.5% or less than 5%.

The annual return credited to the IPA for the following years is as follows:

| <b>Year</b> | <b>Annual Return Credited</b> | <b>Year</b> | <b>Annual Return Credited</b> |
|-------------|-------------------------------|-------------|-------------------------------|
| 1993-1994   | 5.00%                         | 1999        | 5.00%                         |
| 1995        | 6.86%                         | 2000        | 5.86%                         |
| 1996        | 5.61%                         | 2001        | 5.92%                         |
| 1997        | 5.74%                         | 2002-2022   | 5.00%                         |
| 1998        | 5.61%                         | 2023        | 5.00%                         |

If the market value of the IPA-protected amounts in your Choice Account in the Account Value Plan on July 31, 2001, based on the closing price of The Stanley Works common stock on that date, was less than their recorded value in the IPA account, the difference (“minimum IPA benefit”) is funded under an annuity contract purchased by the trustee of the Pension Plan. If such a benefit has been funded on your behalf, your IPA benefit payable from the Pension Plan will not be less than this minimum IPA benefit.

If there is an IPA benefit, it is payable only as described above, at the time of a lump sum distribution of all of your Plan funds or at the time you begin to receive required minimum distributions of your Plan funds.

## CHANGING YOUR INVESTMENT DECISIONS

You may access your account at Principal.com to change the investment of future allocations to your accounts or reallocate the investment of assets held in your accounts. Your investment elections (specified in whole multiples of 1% with respect to the Choice Account) may be changed once each business day and will be effective as soon as administratively feasible following receipt of your election.

## YOUR PLAN ACCOUNT INVESTMENTS

The amount that ultimately will be available for distribution to you from an account under the Plan will depend on the amount allocated to the account, as adjusted for investment earnings or losses. The investment of an account will result in earnings or losses that arise from interest, dividends and increases or decreases in the market value of the investments.

The Plan’s operating expenses may be charged to participants’ accounts on a pro rata basis or on a per capita basis, as directed by the Plan Administrator.

- Under the pro rata method of charging expenses, expenses are charged to individual accounts on the basis of the relative value of assets in the individual account (i.e., based upon the ratio of each account balance to the total account balances of all participants, including former participants, alternate payees and beneficiaries, with account balances).
- Under the per capita method of charging expenses, expenses are charged to an individual account, without regard to the value of assets in the account.

Investment earnings will be “tax-deferred” while in the Plan, which means you will not pay income tax on this money until you actually receive a payment (a total or partial withdrawal). However, investment earnings on Roth contributions will not be subject to income tax if you receive them as part of a qualified Roth distribution.

You may visit the Principal Financial Group® website at principal.com anytime for account balance information or to request a statement.

## UNDERSTANDING RISK AND RETURN

The amount that you contribute to the Plan is your principal investment. You also have the opportunity to earn an additional amount, which is the return on your investment.

Each investment fund offers possible returns and also carries a certain amount of risk. Risk is the possibility that your principal will decrease due to investment losses. Generally speaking, the greater the risk, the greater the possibility of gain or loss.

Risk may also determine the ups and downs in the rate of return. The rate of return on lower-risk investments does not change greatly or often. The rate of return on higher-risk investments is likely to rise and fall more often and to a greater degree.

## THE IMPORTANCE OF TIMING

When you try to strike the proper balance between risk and return, one important thing to consider is timing. The up and down nature of higher-risk investments could cause the value of your investments to be low at any given point in time. You may not be able to wait until the value goes back up before you need your money. Thus, if you think that you will need to take a distribution from your Choice Account in the short term, you may wish to invest in lower risk funds. If, on the other hand, you are fairly certain that you will be able to leave your funds in the Plan for a long period, the short-term ups and downs become less critical. You must consider your own situation and choose the investment mix that is right for you.

## THE IMPORTANCE OF DIVERSIFYING YOUR RETIREMENT SAVINGS

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

In deciding how to invest your retirement savings, you should take into account all of your assets, including any retirement savings outside of the Plan. No single approach is right for everyone because, among other factors, individuals have different financial goals, different time horizons for meeting their goals, and different tolerances for risk. Therefore, you should carefully consider your right to diversify investments under the Plan and the amount of money to be invested in the Stanley Black & Decker Stock Fund under the Plan.

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

A record of past performance for any of the investment funds for any period should not be taken to represent future results. The investment returns of your Choice Account in any of the investment funds are not guaranteed. You assume all risks in connection with changes in the value of an investment fund. Stanley Black & Decker cannot guarantee that the value of investments in the funds will increase or not decrease. Since the selection of investments involves an element of risk, you must make your own decision concerning the investment of the amount in your Choice Account. Neither the Plan Administrator of the Plan, nor the Trustee of the Plan, is or will be authorized to make investment recommendations.

## VESTING RULES UNDER THE PLAN

### VESTING IN THE CHOICE ACCOUNT

You are always 100% vested in the funds in your Choice Account attributable to your pre-tax employee contributions, Roth contributions, after-tax employee contributions, including after-tax employee contributions transferred to the Account Value Plan from the Retirement Plan as of January 1, 1984, and rollover contributions. There are other funds in the Choice Account that are 100% vested, including certain funds attributable to assets transferred to the Account Value Plan or the Plan from plans previously maintained by employers that were acquired by Stanley Black & Decker and including funds attributable to assets transferred from the Retirement Savings Plan, other than matching contributions made to that plan after 2007. Special additional allocations credited under the Account Value Plan as of December 31, 1997, are also 100% vested. Moreover, there is 100% vesting in any funds in the Choice Account attributable to matching allocations made prior to 1987 under



the Account Value Plan and funds attributable to the net contributory pension benefit. (See Contributory Pension Benefit.).

If you are credited with an hour of service after 2010, you become 100% vested in funds attributable to matching allocations credited to your Choice Account under the Plan after 2010, any matching allocations made on your behalf under the Account Value Plan after 1986, or any matching contributions made on your behalf under the Retirement Savings Plan after 2007, upon the earlier of your completion of one year of Vesting Service (see Vesting Service below) or attainment of age 55 while employed by Stanley Black & Decker. Also, if you are credited with an hour of service after 2010, any “additional allocations” credited to your Choice Account under the Account Value Plan or the Plan as of a date after 1997 will be vested upon the earlier of your completion of one year of Vesting Service, or attainment of age 55 while employed by Stanley Black & Decker.

If you are not credited with an hour of service after 2010 but you are credited with an hour of service after 2001, you become vested in matching allocations credited on your behalf under the Account Value Plan after 1986, in any matching contributions made under the Retirement Savings Plan that were not vested as of December 31, 2010, and in any additional allocation credited on your behalf under the Account Value Plan as of a date that is after 1997, upon the earlier of your completion of three years of Vesting Service or your attainment of age 65 while employed by Stanley Black & Decker.

If you are not credited with an hour of service after 2001, you become vested in any matching allocations made under the Account Value Plan after 1986 and any additional allocation credited under the Account Value Plan as of a date after 1997 upon your completion of five years of Vesting Service or, if earlier, attainment of age 65 while employed by Stanley Black & Decker.

Notwithstanding the above, unvested matching contributions transferred from the Excel Industries, Inc. Employees 401(k) Savings Plan (“Excel Plan”) will be vested, depending on the number of years of Vesting Service as follows:

|                                 |             |
|---------------------------------|-------------|
| Less than 2 Vesting Years ..... | 0% vested   |
| At least 2 Vesting Years .....  | 20% vested  |
| At least 3 Vesting Years .....  | 50% vested  |
| At least 4 Vesting Years .....  | 60% vested  |
| At least 5 Vesting Years .....  | 100% vested |

Upon attaining age 55, a participant who has employment status shall be 100% vested in the total value of his or her Choice Account that is attributable to matching contributions transferred in the Excel Plan transfer, regardless of the number of years of Vesting Service such participant has.

## ADDITIONAL VESTING RULES

If a Plan participant dies or becomes totally and permanently disabled (as defined in the Plan), while employed by Stanley Black & Decker, all of the assets in his or her accounts under the Plan will become 100% vested, irrespective of the vesting provisions described above. If a participant’s assets do not become vested in accordance with the Plan’s vesting provisions, the applicable amounts that are not vested will be forfeited.

## FORFEITURES OF NON-VESTED AMOUNTS

If you have terminated employment with Stanley Black & Decker, any non-vested assets credited to your accounts are forfeited at the earlier of:

- 90 days after your termination of employment, or
- The date you receive a distribution from the Plan of all vested assets credited on your behalf under the Plan.

The forfeited amount will be reinstated, provided that you again become an eligible employee before incurring five consecutive one year “breaks in service” (see below for more information). Upon reemployment after a break in service, your vested percentage will be determined by aggregating all Vesting Service before and after the break in service.

## VESTING SERVICE

“Vesting Service” is credited for the period during which you have employment status with Stanley Black & Decker measured from the date on which you are first credited with an “hour of service,” to the date on which your employment status with Stanley Black & Decker ends. You receive credit for a full calendar month of Vesting Service for the month in which you are first credited with an hour of service and for the month in which your employment status ends.

An “hour of service” is an hour for which you are directly or indirectly compensated, or entitled to be compensated, by Stanley Black & Decker for the performance of duties. Vesting Service includes employment in a salaried or hourly paid position by Stanley Black & Decker, Inc. or any U.S. or foreign subsidiary during the period in which it is a subsidiary of Stanley Black & Decker, Inc. Generally, employees of companies that were acquired by Stanley Black & Decker receive credit, for purposes of determining their Vesting Service under the Plan, for their service prior to the date of acquisition. Vesting Service is credited for prior employment with The Stanley Works, The Black & Decker Corporation and their affiliates.

## BREAKS IN SERVICE

A “break in service” will occur if you are away from work with Stanley Black & Decker for 12 consecutive months. Special rules apply if you are away from work on an approved leave of absence.

If you are a Plan participant covered under a collective bargaining agreement and you are laid off with recall rights under the bargaining agreement, or if you are on an approved leave of absence, you will continue to earn Vesting Service for up to the first 12 months of the layoff or approved leave. However, if you are absent from work by reason of your pregnancy, or the birth or adoption of your child, you will not have a break in service and you will continue to earn Vesting Service until the earlier of the second anniversary of the date on which you are first absent by reason of such pregnancy, birth or adoption or the date of your resignation, dismissal, retirement or death.

You may not receive a distribution of your vested account balance while you are on layoff or an approved leave since you have not officially terminated employment.

## A LEAVE FOR QUALIFIED MILITARY SERVICE

If you leave Stanley Black & Decker to perform a period of “qualified military service” (service in the uniformed services of the United States of America for which you are entitled to the reemployment rights guaranteed by law), you will be treated as having been on a leave of absence provided you return to active employment while your reemployment rights are protected by law. Upon your return to employment, your military service will be counted as Vesting Service. You will be allowed to make up missed contributions, up to the amount you could have contributed if you had remained actively employed by Stanley Black & Decker throughout your military service. Your make-up contributions may be made starting with the date of your reemployment and continuing for a period of up to three times the length of your military service, but not to exceed five years. You will receive matching allocations for any missed pre-tax or Roth employee contributions you make up, other than age 50 catch-up contributions.

If you die while performing qualified military service, you will be treated as having employment status with Stanley Black & Decker on the date of your death and your Plan accounts will be 100% vested on that date.

## LOANS FROM THE PLAN

### TAKING A LOAN FROM YOUR CHOICE ACCOUNT

You can borrow from your Choice Account for any reason, provided you are an active employee receiving compensation from Stanley Black & Decker. This feature allows you to take a loan from certain amounts in your Choice Account and repay the loan, with interest, to your Choice Account. You do not pay federal income taxes on the amount that you borrow from the Plan, unless you default on the loan.

You may not take a loan from funds in your Choice Account attributable to non-elective employer contributions or Roth contributions that were held under the Retirement Savings Plan or attributable to the net contributory pension benefit. (See Contributory Pension Benefit.) Funds, other than the funds attributable to the net contributory pension benefit, that may be used to fund the contributory pension benefit, may be loaned from the Plan, provided that the spouse of a married participant provides written consent to such loan.

## AMOUNT THAT YOU MAY BORROW

The minimum loan amount is \$1,000. All loans are limited to 50% of the vested value of your Choice Account up to a maximum loan of \$50,000, reduced by the highest outstanding balance during the previous one-year period of a loan from the Plan or another plan sponsored by Stanley Black & Decker. An administrative fee is charged against your Choice Account in connection with a loan.

In all cases, loans will be made only from the vested value of your Choice Account. The amount you can borrow will be determined based on the value of your Choice Account as of the trading day on which your request is processed.

Your loan will be paid in cash, and your Choice Account will be reduced, accordingly, on a pro rata basis in proportion to the investments allocated to that account. The amount of the loan will be taken from the vested assets in your Choice Account in the order described in the Plan. Generally, the proceeds of your loan will be taken, first, from any pre-tax employee contributions and rollover contributions, second, from any vested amounts transferred to the Plan from another plan and any vested matching allocations, and, last, from any Roth contributions or other after-tax employee contributions held in your Choice Account.

Payments of principal and interest are allocated to the Choice Account in the reverse order in which the funds were taken from the Choice Account.

It is expected that any loan made and repaid in accordance with the provisions of the Plan will not be considered a distribution to you and will not result in taxable income to you for federal income tax purposes.

## LOAN TERMS

When you take out a loan from the Plan, you promise to pay back the loan, with interest, through payroll deductions.\* The loan interest rate is equal to the prime rate, plus 1%, as reported in The Wall Street Journal on the first business day of the month in which your loan request is processed. The interest rate is fixed for the entire period of the loan. The portion of your vested Choice Account balance that you borrow will serve as security for the loan.

\*However, in the event that, after loan repayments have begun, your loan cannot be repaid through payroll deductions during a period in which you continue to be employed with Stanley Black & Decker, the loan administrator may, in its discretion, permit you to repay the loan by check or another manual repayment method.

The term of the loan may be in one-month increments with a minimum term of six months and a maximum term of 60 months. A term of up to 120 months is available if you use the loan to purchase your primary residence. Loan repayments are made from after-tax dollars.

You may have only one loan outstanding from the Plan at any time unless, after you have taken a loan from the Plan, one or more loans that are not in default are transferred or rolled over to the Plan on your behalf from another qualified retirement plan sponsored by a Stanley Black & Decker company. However, if such a loan that was in default is transferred on your behalf to the Plan in a direct transfer and no other loans are transferred on your behalf to the Plan, you may have one loan outstanding from the Plan in addition to the transferred defaulted loan. The amount of a defaulted loan, including interest that accrues on the defaulted loan, is treated as an outstanding loan for purposes of determining the maximum amount of any new loan that may be made to you from the Plan. You may not request a new loan from the Plan until any loan on which you are making payments under the Plan (including any transferred loan on which you are currently making payments) is paid in full. The entire outstanding balance of a loan made from the Plan may be prepaid in a lump-sum at any time.

Ordinarily, loan payments may be suspended for up to one year of a leave of absence that is without pay or at a reduced rate of pay. However, the maximum period of a loan suspension may be extended if the leave of

absence is for a period of “qualified military service” longer than one year. In addition, the annual interest rate charged under an outstanding loan will not exceed 6% per year for the period of such military service. Upon reemployment after military service, your loan payments must resume in accordance with the original terms of the loan, and the loan must be repaid in full (including the interest that accrued during the period of qualified military service) by the end of the period equal to the original term of the loan, plus the period of qualified military service. Other rules regarding military service are described in the section entitled Qualified Military Service. You should contact Principal Financial Group® at 800-547-7754 if you have a loan outstanding at the time you begin a leave of absence.

As long as you are making the scheduled payments under your loan, the amount of the loan is not taxable income to you under federal tax law. If loan repayments are not made as scheduled, the loan may be in default, and you may be subject to taxable income under federal tax law as if you had received a distribution from the Plan (a “deemed distribution”). The payment of taxes and any penalties relating to a deemed distribution of the unpaid loan amount will not satisfy your obligation to pay off the loan. You must still make regular payments in accordance with the terms of the loan.

If you have a loan outstanding at severance from employment, the entire outstanding loan balance, plus accrued interest, will become due and payable. If the loan is not repaid and you (or, in the event of your death, your beneficiary) are entitled to a distribution from the Plan, the vested portion of your Choice Account will be reduced by the then outstanding principal balance and accrued interest. This reduction will be treated as a repayment of the loan and will be taxable income to you under federal tax law.

To request a loan, obtain information about how much you can borrow from your Choice Account or obtain a written estimate of what your payments would be based on a specific loan amount and loan terms, visit the Principal website at [principal.com](http://principal.com). You can also call Principal Financial Group® at 800-547-7754 to obtain additional information about the events of your default under the Plan or any required repayment in full before the scheduled due date.

On or before the due date of your first loan payment, you will be provided with complete details of your loan based on the specific dollar amount borrowed, the term of the loan (repayment period), the finance charge and the total payments that will be made under the loan if all payments are made as scheduled.

## WITHDRAWING MONEY FROM YOUR CHOICE ACCOUNT

This Plan was established to help you save for retirement. However, under certain conditions you may withdraw money from your Choice Account while you are still employed by Stanley Black & Decker. It is important to remember that you are not permitted to repay any withdrawal you take from the Plan and, therefore, the amount that you or your beneficiary will receive upon your severance from employment, retirement or death will be reduced.

### HARDSHIP WITHDRAWALS

In the case of a financial hardship, you may be permitted to take a withdrawal from certain vested funds in your Choice Account.

Hardship withdrawals are permitted only for the following expenses:

- For the purchase (excluding mortgage payments) of your principal residence
- For the payment of tuition, related educational fees and room and board for the next 12 months of post-secondary education for you or your spouse, your dependents, or your primary beneficiary
- For payment of medical expenses for you, your dependents, or your primary beneficiary, that are not covered by insurance (including actual incurred expenses or a withdrawal necessary to obtain medical care)
- For expenses necessary to prevent the eviction from or foreclosure of your principal residence



- For payment of burial or funeral expenses for your deceased parent, spouse, child, dependent, or primary beneficiary
- For payment of expenses for repairing damage done to your principal residence that would qualify for a casualty deduction for federal income tax purposes (without regard to whether the deduction is attributable to a Federally declared disaster or whether the loss exceeds 10% of adjusted gross income)
- For payment of expenses and losses (including the loss of income) you incurred on account of a disaster declared by the Federal Emergency Management Agency (FEMA) under relevant law, provided that your principal place of residence or principal place of employment at the time of the disaster was located in an area designated by FEMA for individual assistance with respect to the disaster.

Except in the case of post-secondary education expenses, only one hardship withdrawal application is permitted per calendar year. For purposes of the hardship provisions of the Plan, a “primary beneficiary” is an individual who is named a beneficiary under the Plan and has an unconditional right, upon the death of a participant, to all or a portion of that participant’s account balance under the Plan.

If you need money for any of the reasons stated above, you may apply for a hardship withdrawal, but you must declare that you do not have any other funds available to pay for the applicable expenses. This means that you must obtain all other currently available distributions under the Plan and all other plans of deferred compensation maintained by the Company before you can withdraw money from your Choice Account.

The maximum amount of a hardship withdrawal is limited to the amount of your immediate financial need, plus federal, state and local income taxes and any penalties expected to result from the withdrawal. In order for the Plan Administrator to approve the hardship withdrawal request, you must submit a representation in writing (including by electronic medium) that you have insufficient cash or other liquid assets reasonably available to satisfy the need, and the Plan Administrator must not have any actual knowledge that is contrary to the representation.

The amount you may withdraw for a financial hardship will be taken from various sources in your Choice Account in the order prescribed in the Plan. Generally, a hardship withdrawal will be taken (subject to certain exceptions described in the Plan), first, from any after-tax employee contributions held in your Choice Account (other than any Roth contributions), second, from after-tax rollovers transferred from the Sonitrol Corporation 401(k) Plan or the Infastech US 401(k) Plan, next, from pre-tax employee and Roth contributions, including any pre-tax employee or Roth contributions transferred from the Retirement Savings Plan or certain acquired plans, then from rollover contributions, direct rollovers, and vested amounts transferred to the Plan from a prior plan, and, after that, from certain nonelective contributions and any vested matching allocations held in your Choice Account.

You may take a hardship withdrawal from funds in your Choice Account attributable to non-elective employer contributions, provided, however, you may not take a hardship withdrawal from funds received from the CRC-Evans Pipeline International, Inc. 401(k) Plan (the “CRC-Evans Plan”) attributable to money purchase pension plan assets, or funds attributable to the net contributory pension benefit. (See Contributory Pension Benefit.) Funds, other than the funds attributable to the net contributory pension benefit, that may be used to fund the contributory pension benefit, may be taken in a hardship withdrawal from the Plan, provided that a married participant’s spouse provides written consent to the withdrawal of such funds.

A hardship withdrawal may be made in cash or in shares of Stanley Black & Decker Stock and will be subject to federal income taxes. An additional 10% tax will apply if you are under age 59½ when you receive the withdrawal. No portion of a hardship withdrawal may be rolled over.

## AGE 59½ WITHDRAWALS

If you are employed by Stanley Black & Decker when you reach age 59½, you may, at any time thereafter, withdraw certain vested funds from your Choice Account. However, you may not withdraw the portion of the Choice Account attributable to non-elective employer contributions that were held under the Retirement Savings Plan or to the net contributory pension benefit or funds received from the CRC-Evans Plan attributable to money purchase pension plan assets. Funds, other than the funds attributable to the net contributory pension benefit, that may be used to fund the contributory pension benefit, may be withdrawn, provided that a married

participant's spouse provides his or her written consent to such a withdrawal. An age 59½ withdrawal will be taken generally from the same sources and generally in the same order as a hardship withdrawal.

## WITHDRAWALS OF AFTER-TAX EMPLOYEE CONTRIBUTIONS AND ROLLOVER CONTRIBUTIONS

You may, for any reason and at any time, withdraw all or a portion of the value of your Choice Account funds attributable to:

- Any after-tax contributions you made to the Retirement Plan that were transferred to the Plan as of January 1, 1984. (If you are married, you must obtain your spouse's written consent, witnessed by a notary public, before withdrawing these funds.)
- Any other after-tax contributions held for you under the Plan other than Roth contributions, including Roth contributions transferred from the Retirement Savings Plan or another plan.
- Any rollover contributions held for you under the Plan.

## SEMCO WITHDRAWALS

You may withdraw, at any time, all or a portion of the balance in your Choice Account attributable to employer contributions that were made on your behalf under the SEMCO Profit Sharing Plan on or before May 31, 2003, other than contributions made under a cash or deferred arrangement.

## HSM PLAN OR EMHART PLAN WITHDRAWALS

You may withdraw all or a portion of the balance in your Choice Account attributable to matching contributions made under the HSM Electronic Protection Services, Inc. 401(k) Plan (the "HSM Plan") if you have completed at least 60 months of participation in the Plan (recognizing participation in the HSM Plan, the Account Value Plan and the Plan), or the matching contributions were allocated to your account under the HSM Plan at least 24 months prior to the date of the withdrawal.

You may withdraw all or a portion of the balance in your Choice Account attributable to matching contributions made under the Savings Plan for Employees of Emhart Corporation and Participating Subsidiaries (the "Emhart Plan") if you have completed at least 60 months of participation in the Plan (recognizing participation in the Emhart Plan, the Retirement Savings Plan and the Plan), or the matching contributions were allocated to your account under the Emhart Plan at least 24 months prior to the date of withdrawal.

## NELSON PLAN WITHDRAWALS

You may withdraw, at any time, all or a portion of your Choice Account attributable to employer matching contributions transferred to the Plan from the Nelson Fastener Systems 401(k) Plan ("Nelson Plan"), provided that you have completed 60 months of participation in the Plan (recognizing participation in both the Nelson Plan and the Plan). Furthermore, if you are employed by The Ferry Cap & Set Screw Company, you may at any time and for any reason, withdraw all or a portion of your Choice Account attributable to employer matching contributions and employer profit sharing contributions transferred to the Plan from the Nelson Plan, provided that such contributions were allocated on his or her behalf at least 24 months prior to the date of withdrawal.

## VECTOR PRODUCTS 401(k) PARTICIPANTS

If you were a participant in the Vector Products, Inc. 401(k) Plan, upon reaching age 65, you are allowed to take any vested funds in your Choice Account attributable to non-elective employer contributions to that plan.

## INFAS TECH, AEROSCOU T, NISCAYAH, WATERLOO, 3X, NELSON, PALADIN, CAM, MTD AND EXCEL WITHDRAWALS BY ACTIVE SERVICE MEMBERS

You may withdraw all or a portion of your Choice Account attributable to amounts transferred to the Plan from the Infastech US 401(k) Plan ("Infastech Plan"), the AeroScout, Inc. 401(k) P/S Plan ("AeroScout Plan"), the Waterloo Industries 401(k) Savings Plan ("Waterloo Plan"), the 3xLogic, Inc. 401(k) Plan ("3X Plan"), the CAM, LLC 401(k) Plan ("CAM Plan"), the MTD Products Inc Salaried 401(k) and DC Retirement Plan (the

"MTD Salaried Plan") or the MTD Products Inc Hourly 401(k) and DC Retirement Plan (the "MTD Hourly Plan") as applicable, that are derived from pre-tax elective contributions or Roth elective deferrals, or you may withdraw all or a portion of your Choice Account attributable to amounts transferred to the Plan from the Niscaayah, Inc. Incentive Savings and Retirement Plan ("Niscaayah Plan"), that are derived from pre-tax elective contributions, if such distribution is a qualified reservist distribution made with respect to service as a member of a reserve component (as defined in Section 101, Title 37 of the U.S. Code) ordered or called to active duty after September 11, 2001, for a period in excess of 179 days and such distribution is made during the period that begins on the date of the order or call to service and ends at the close of the period of active duty. In addition, if you are on active duty in the uniformed services for a period of more than 30, but less than 180 days, you may elect to withdraw any contributions transferred from the Paladin Brands Retirement Savings Plan ("Paladin Plan"), the CAM Plan, the MTD Salaried Plan, the MTD Hourly Plan, or the Excel Plan, any matching contributions transferred from the 3X Plan, all or any portion of any pre-tax elective contributions transferred from the Niscaayah Plan, the Waterloo Plan, the 3X Plan, or the Nelson Plan, and any Roth contributions transferred from the Waterloo Plan, the 3X Plan, or the Nelson Plan provided that, you will be suspended for a six month period, beginning as of the date of your distribution, from making pre-tax, Roth or after-tax contributions to your accounts under the Plan.

## QUALIFIED BIRTH OR ADOPTION DISTRIBUTION FROM MTD SALARIED PLAN OR MTD HOURLY PLAN

You may withdraw up to \$5,000 of your Choice Account attributable to amounts transferred to the Plan from the MTD Salaried Plan or the MTD Hourly Plan within one year of the date of a qualified birth or adoption.

## PAYMENTS OF WITHDRAWALS FROM THE PLAN

Any withdrawal that you take from the Plan will be made in a single lump sum payment. You may elect to receive any withdrawal that is to be made to you from the Plan either in cash or in whole shares of Stanley Black & Decker Stock (with cash for any fractional share). You may elect to roll over any withdrawal from the Plan, other than a hardship withdrawal.

## HOW TO APPLY FOR AN IN-SERVICE WITHDRAWAL

### *HARDSHIP WITHDRAWALS*

You may call Principal Financial Group® at 800-547-7754 to request a Hardship Withdrawal Kit.

Follow the directions in the Kit and submit all of the required paperwork to:

Principal Financial Group  
711 High Street  
Des Moines, IA 50932

A hardship withdrawal request must be approved by the Plan Administrator. No portion of a hardship withdrawal may be rolled over.

### *ALL OTHER IN-SERVICE WITHDRAWALS*

You may request a withdrawal that is permitted under the Plan for a reason other than financial hardship by calling Principal Financial Group® at 800-547-7754. If the withdrawal transaction is entered through the Principal Financial Group® at 800-547-7754 or through the website at principal.com before 3:00 p.m. Central Time, on a day on which the New York Stock Exchange (NYSE) is open (or is entered before an earlier closing time of the NYSE for that day), such day's closing prices for the investment funds will be used in processing the withdrawal. The check for a cash withdrawal will be mailed within three-to-five business days of a request received in good order to your address on file with Principal Financial Group®. If any portion of your withdrawal is made in a direct rollover, in cash, a rollover check made payable for your benefit to your rollover institution, will be mailed either to your address on record, or to your rollover institution at the address you provide during the recorded conversation.

If you elect to have a withdrawal made to you in shares of Stanley Black & Decker Stock, these shares will be sent directly to your brokerage account by electronic means. If you elect to have a direct rollover of your withdrawal made in shares of Stanley Black & Decker Stock, these shares will be sent directly to the rollover institution by electronic means. It will take up to five business days for the shares of Stanley Black & Decker Stock to be delivered to your brokerage account or rollover institution.

Please note that if your spouse's consent to the withdrawal is required under the Plan, a distribution request form and spousal consent form will be sent to you to complete and return before the withdrawal is made.

### *TAXABLE PORTION OF AN IN-SERVICE WITHDRAWAL*

In general, an in-service withdrawal is taxed in the same manner as a distribution from the Plan. (See How Distributions are Taxed.) If your withdrawal includes after-tax employee contributions, other than Roth contributions, that were made after 1986, you will not be taxed on the amount of those after-tax contributions, but the withdrawal must include a pro rata share of the investment earnings on those contributions. Thus, even though such an in-service withdrawal may be made solely from the after-tax contributions held in your Choice Account, the portion of your withdrawal that represents investment earnings on those contributions is taxable.

If you are under age 59½, when your withdrawal is made, an additional 10% federal tax on early distributions ordinarily will be imposed.

An IRS Form 1099-R will be mailed to you at your address on record by January 31 of the year following the year in which your withdrawal is made.

## FINAL PAYMENT OF YOUR ACCOUNTS

Generally, you may elect whether to have a distribution made of your vested accounts following your severance from employment or at a later time, provided that distributions must begin by the April 1st following the later of the calendar year in which you reach age 73, or the calendar year in which you sever from employment. However, if you reached age 72 before 2023, distributions were required before age 73 in accordance with the required minimum distribution laws in effect at that time.

If you die before your vested accounts are distributed, the total value of your vested accounts will be paid to your beneficiary in a lump sum payment (see Designating a Beneficiary), other than any contributory benefit assets that are to be transferred to the Pension Plan in order to provide a survivor annuity to your surviving spouse from that plan (see Contributory Pension Benefit). Payment of the lump sum will be made to your beneficiary within a reasonable time following receipt of a distribution request, but not later than the end of the fifth calendar year that begins after the date of your death.

## PAYMENTS OF DISTRIBUTIONS

For purposes of determining the amount of a distribution, a participant's vested Choice Account is valued on the business day on which the distribution request is processed by the Plan Administrator. An administrative fee will be subtracted from the payment of your total vested balance at the time of distribution.

Except for certain funds that are transferred to the Pension Plan in order to provide contributory pension benefits (see Contributory Pension Benefit), and certain funds that were transferred from the CRC-Evans Plan which are attributable to prior contributions made under a money purchase pension plan (see below), distributions will be made in lump sum payments or, if the participant has attained age 73, in cash in annual payments (described below). A participant or a beneficiary of a deceased participant may elect that a lump sum payment be made either:

- In cash or in shares of Stanley Black & Decker Stock (with cash equal to the value of any fractional interest in a share of such stock),
- In a direct rollover in cash or in shares of Stanley Black & Decker Stock to an IRA or another eligible retirement plan, or
- A combination of a lump sum payment in cash or shares and a direct rollover.



If all or a portion of a direct rollover is to be made in shares of Stanley Black & Decker Stock, the IRA or other employer plan must agree to accept the shares before the rollover is made.

Notwithstanding the distribution rules described above, any portion of your Choice Account that consists of funds transferred from the CRC-Evans Plan which is attributable to contributions transferred from a money purchase pension plan will be distributed, subject to certain “cash-out” rules described in the Plan, in an annuity unless, pursuant to the terms of the Plan, you elect another form of payment.

### *REQUIRED MINIMUM DISTRIBUTIONS*

If your vested accounts are not distributed until after you reach age 73, and you do not elect a lump sum payment, the amount that would otherwise be paid to you in a lump sum will instead be paid in cash in annual payments equal to the required minimum distributions (“RMDs”) under the tax laws, provided that, upon your death, any remaining balance will be paid to your beneficiary in a single lump sum payment no later than the last day of the calendar year that begins after your death.

### *PAYMENT OF SMALL ACCOUNT BALANCES*

Irrespective of the rules described above, if the total value of your vested accounts does not exceed \$1,000, an automatic lump sum payment of your entire vested interest in the Plan will be made as soon as administratively practicable following your severance from employment or death. You (or your beneficiary) will be notified of the right to have the lump sum payment distributed either in cash or in shares of Stanley Black & Decker Stock (with cash for any fractional share of stock) or rolled over directly to an eligible retirement plan. If you (or your beneficiary) do not make an election within 180 days after receiving the notice and election form, your entire vested interest under the Plan will be paid in cash.

## HOW DISTRIBUTIONS ARE TAXED

Amounts that you receive from the Plan are generally taxable, except for the distribution of any after-tax employee contributions or of funds attributable to Roth contributions (made as a qualified distribution) held in your Choice Account. In most situations, you may avoid current taxation of your distribution by making a direct rollover of your distribution to an individual retirement account (IRA) or to another employer’s eligible retirement plan.

Please note, there is also a special tax rule that applies to payments from the Plan that include Stanley Black & Decker Stock. You should carefully consider this special rule before deciding how your funds will be invested and how they will be distributed, since the choice whether to receive a distribution in cash rather than Stanley Black & Decker Stock could have significant tax implications. As always, you should consult with your tax advisor before making your decision.

Under this special rule, you may have the option of not paying tax on the “net unrealized appreciation” of the Stanley Black & Decker Stock that is distributed to you until you sell the stock. Net unrealized appreciation generally is the increase in the value of the Stanley Black & Decker Stock while it was held by the Plan. For example, if Stanley Black & Decker Stock worth \$1,000 was credited to your Choice Account and that stock is worth \$1,200 at the time you receive a distribution of the stock from the Plan, you would not have to pay tax on the \$200 increase in value until you later sell the stock.

You may elect not to have the special rule apply to the net unrealized appreciation. In this case, your net unrealized appreciation will be taxed in the year you receive the stock, unless you roll over the stock. The stock can be rolled over to a traditional IRA or another eligible employer plan, either in a direct rollover or a rollover that you make yourself, provided that the IRA or other employer plan will accept shares of Stanley Black & Decker Stock in a rollover. Generally, you will no longer be able to use the special rule for net unrealized appreciation if you roll over the Stanley Black & Decker Stock to a traditional IRA or another eligible employer plan.

If you receive cash as well as Stanley Black & Decker Stock, in a payment that can be rolled over, the 20% withholding amount will be based on the entire taxable amount paid to you (including the value of the Stanley Black & Decker Stock determined by excluding the net unrealized appreciation). However, the amount withheld will be limited to the cash paid to you.

## HOW TO APPLY FOR A FINAL PAYMENT OF YOUR VESTED ACCOUNTS

Principal Financial Group® will automatically send you a Termination Kit following notification from Stanley Black & Decker of your employment termination date.

To apply for a distribution of your total vested accounts, access your account online at [principal.com](http://principal.com). A check for a cash distribution will be sent to you in the mail, and, if any portion of a cash distribution is made in a direct rollover, a rollover check made payable for your benefit to your rollover institution will be mailed to you. If you elect to have any portion of a distribution made in shares of Stanley Black & Decker stock, these shares will be sent directly to your brokerage account by electronic means. If you elect to have a direct rollover of any portion of your distribution made in shares of Stanley Black & Decker stock, these shares will be sent directly to the rollover institution by electronic means. Any distribution shall be processed as soon as administratively practicable.

An IRS Form 1099-R will be mailed to you if you elect to have a distribution made to you in shares of Stanley Black & Decker Stock, these shares will be sent directly to your brokerage account by electronic means. If you elect to have a direct rollover of your distribution made in shares of Stanley Black & Decker Stock, these shares will be sent directly to the rollover institution by electronic means. It will take up to five business days for the shares of Stanley Black & Decker Stock to be delivered to your brokerage account or rollover institution.

An IRS Form 1099-R will be mailed to you at your address on record by January 31 of the year following the year in which your distribution is made.

### *DEATH BENEFITS*

The beneficiary of a participant who has died before receiving his or her vested Plan accounts should call the Principal Financial Group® at 800-547-7754.

## RESTRICTED TRANSACTIONS BY CERTAIN PARTICIPANTS

### *QUARTERLY BLACKOUT PERIOD RESTRICTIONS*

During a “quarterly blackout period,” the Plan Administrator is prohibited from processing a request from a “restricted participant” for any of the following transactions, to the extent that the transaction is funded by a disposition (a purchase or sale) of such participant’s interest in the Plan’s Stanley Black & Decker Stock Fund:

- A loan or in-service withdrawal from the Plan
- A total distribution made in connection with the restricted participant’s severance from employment, as defined in the Plan

In addition, a restricted participant is prohibited from making any of the following investment fund transfers during a quarterly blackout period:

- A transfer of all or a portion of the restricted participant’s Choice Account balance that is invested in the Stanley Black & Decker Stock Fund to another investment fund available under the Plan
- A transfer of all or a portion of the restricted participant’s Choice Account balance that is not invested in the Stanley Black & Decker Stock Fund to the Stanley Black & Decker Stock Fund

A “restricted participant” is any participant who is invited to attend Stanley Black & Decker’s annual management meeting in January, or is identified by the Controller of Stanley Black & Decker, Inc. as having direct access to key financial information and earnings projections of Stanley Black & Decker, Inc. A “quarterly blackout period” is the period that begins on the date on which the Corporate Executive Council of Stanley Black & Decker, Inc. meets during the last month of each fiscal quarter to discuss the earnings results of Stanley Black & Decker, Inc. for that quarter, and ends on the end of the next full trading day following the date on which the earnings report for such fiscal quarter is released by Stanley Black & Decker, Inc.

## SECTION 16 RESTRICTIONS

Under Section 16(b) of the Securities Exchange Act of 1934, as amended (“Exchange Act”), any person who is a director or executive officer of Stanley Black & Decker, Inc. who performs policy making functions for Stanley Black & Decker, Inc. or is a beneficial owner of more than 10% of any equity security of Stanley Black & Decker registered under the Exchange Act (such as Stanley Black & Decker, Inc. stock), may be liable to Stanley Black & Decker, Inc. for profit realized from any purchase and sale (or any sale and purchase) of any equity security of Stanley Black & Decker, Inc. within a period of less than six months, regardless of the intent of such person in entering into the transaction. In determining whether a person is the beneficial owner of Stanley Black & Decker stock, such person may be required to include shares issuable on exercise of options or warrants or upon conversion of convertible securities.

The term “equity security” may include rights to acquire capital stock upon exercise of warrants or options or on conversion of convertible securities, or otherwise. Shares of Stanley Black & Decker Stock that are attributable to a participant’s proportionate interest in the Stanley Black & Decker Stock Fund are considered “equity securities” of Stanley Black & Decker, Inc. for purposes of Section 16.

If Plan transactions with respect to such Stanley Black & Decker Stock by a participant who is subject to the Section 16 restrictions do not meet the requirements of certain exemptions available under the Section 16 rules, such transactions will result in a “purchase” or “sale” for purposes of Section 16. Under the terms of the Plan, a participant who is subject to the Section 16 restrictions may not elect a transfer of assets from the Stanley Black & Decker Stock Fund to another investment fund or to receive a loan, withdrawal or distribution which is funded in whole or in part from the Stanley Black & Decker Stock Fund (other than a distribution upon severance from employment) if the participant had elected a transfer of assets from another investment fund to the Stanley Black & Decker Stock Fund during the preceding six-month period.

In addition, a participant who is subject to the Section 16 restrictions will not be permitted to elect a transfer of assets to the Stanley Black & Decker Stock Fund from another investment fund if, during the preceding six-month period, the participant had elected a transfer of assets from the Stanley Black & Decker Stock Fund to another investment fund or to receive a loan, withdrawal or distribution which was funded in whole or in part from the Stanley Black & Decker Stock Fund (other than a distribution upon severance from employment).

## VOTING RIGHTS WITH RESPECT TO STANLEY BLACK & DECKER STOCK

Before each meeting of the stockholders of Stanley Black & Decker, Inc., you will be sent materials pursuant to which you may instruct the Trustee of the Plan in a confidential manner as to how to vote the shares of Stanley Black & Decker, Inc. common stock in the Stanley Black & Decker Stock Fund that are attributable to your Choice Account in the Plan.

The Trust Agreement for the Plan provides that, if the Plan Trustee does not receive voting instructions from you, the shares of Stanley Black & Decker Stock in the Stanley Black & Decker Stock Fund attributable to your Choice Account, will be voted in the same proportion as the shares of Stanley Black & Decker Stock in the Stanley Black & Decker Stock Fund attributable to Choice Accounts for which the Trustee has received instructions from participants are voted.

## TENDER OR EXCHANGE OFFER FOR STANLEY BLACK & DECKER STOCK

If the Plan Trustee receives an offer to tender or exchange shares of Stanley Black & Decker Stock in the Stanley Black & Decker Stock Fund attributable to your Choice Account in the Plan, you may instruct the Trustee in a confidential manner whether or not to tender or exchange the shares of Stanley Black & Decker Stock in the Stanley Black & Decker Stock Fund attributable to your Choice Account. The Trust Agreement for the Plan provides that, if you fail to instruct the Trustee, you will be deemed to have instructed the Trustee not to tender or exchange the shares of Stanley Black & Decker Stock in the Stanley Black & Decker Stock Fund attributable to your Choice Account, and your shares will not be tendered or exchanged.

# ACCESSING YOUR ACCOUNT INFORMATION

You may access your account information and implement changes in contribution or investment elections, designate a beneficiary, and request a distribution, withdrawal or loan from the Plan, by calling Principal Financial Group® at 800-547-7754 or by visiting [principal.com](http://principal.com).

## DESIGNATING A BENEFICIARY

As a participant in the Plan, you will be asked to name a beneficiary—the person or persons who will receive your vested Plan accounts if you die before receiving them. You may name anyone as your beneficiary, and you may change your beneficiary designation at any time. However, under current law, if you are married and wish to name a beneficiary other than or in addition to your spouse, your beneficiary designation will not be legally binding unless your spouse provides written, notarized consent to your designation. Contributory benefit assets will be transferred to the Pension Plan to provide a survivor annuity for the surviving spouse from that plan unless the surviving spouse waives that right.

Since participants in the Account Value Plan and the Retirement Savings Plan were able to designate their beneficiaries under those plans, Stanley Black & Decker will honor and maintain those beneficiary designations under the Plan, until such time as a participant changes any beneficiary designation he or she made under the Account Value Plan or the Retirement Savings Plan.

If a beneficiary designation is not on file under the Plan at the time of your death, or if no designated beneficiary is surviving, your surviving spouse or domestic partner (as defined in the Domestic Partner Policy of Stanley Black & Decker), will be the beneficiary. If you are not survived by a spouse or a domestic partner and you have not designated a beneficiary, your estate will be the beneficiary.

## Principal Client Contact Center

Questions about the retirement plan? Visit [principal.com](http://principal.com) or call Principal Financial Group® at 800-547-7754. Retirement specialists (English and Spanish) are available Monday through Friday, 7 a.m. to 9 p.m. CT.

# CONTRIBUTORY PENSION BENEFIT

## PAYMENT OF CONTRIBUTORY BENEFIT ASSETS

If you participated in the Retirement Plan before January 1, 1987, you may be eligible to receive a contributory pension benefit from the Pension Plan. This benefit may be funded from any “contributory benefit assets” held in your Choice Account under the Plan. These contributory benefit assets are attributable to:

- (a) Any after-tax employee contributions you made to the Retirement Plan before January 1, 1984, and the earnings thereon, that were transferred to the Account Value Plan and credited to a “retirement account” for you in that plan,
- (b) Any pre-tax “contributory benefit contributions” you made to the Account Value Plan before January 1, 1987, and any matching contributions made with respect to such contributions, that were credited to a “retirement account” for you in that plan, and
- (c) Any “net contributory pension benefit” determined under the Retirement Plan as of December 31, 1986, that was transferred to the Account Value Plan, representing the amount by which the value of your contributory pension benefit under the Retirement Plan as of December 31, 1986, exceeded the value of your retirement account under the Account Value Plan as of that date.

Your contributory pension benefit under the Pension Plan, if any, is calculated when you terminate employment with Stanley Black & Decker or you die before receiving payment of your contributory benefit assets. If you are eligible to receive a contributory pension benefit, you may choose to take your contributory pension benefit as a monthly annuity from the Pension Plan or, in the alternative, you may elect to receive payment of your contributory benefit assets from the Plan (subject to the rules regarding spousal consent that apply with respect

to the waiver of a joint and survivor annuity for a married participant). If you elect to receive a monthly contributory pension benefit, such payments will be made to you from the Pension Plan and the Trustee of the Plan will transfer funds from your Choice Account to the Pension Plan that are applied to provide such benefit. If you elect to receive the payment of your contributory benefit assets from the Plan, no contributory benefit will be paid from the Pension Plan, and all of your Plan assets will be paid from the Plan.

If you die before your contributory pension benefit is distributed, and you are survived by your spouse, your spouse may choose to have contributory benefit assets transferred to the Pension Plan and to receive a monthly survivor annuity for life under the Pension Plan with respect to a portion of your contributory pension benefit.

In the alternative, your surviving spouse may consent to have all contributory benefit assets paid in a lump sum from the Plan. Any contributory benefit assets not transferred to the Pension Plan to provide an annuity to the surviving spouse will be paid from the Plan to your beneficiary under the Plan.

## ASSIGNMENT OR OFFSET OF BENEFITS

Under federal law, your accounts under the Plan may not be assigned, transferred, pledged or garnished, except in the case of an Internal Revenue Service (IRS) levy, garnishment orders under the Federal Debt Collection Procedures Act or the Mandatory Victims Restitution Act, or a qualified domestic relations order. A qualified domestic relations order (QDRO) is a court order that provides for a distribution to be made from your account to a former spouse or other “alternate payee” named in the QDRO in satisfaction of your spousal or child support or property settlement obligations. If the Plan Administrator receives such a QDRO, all or part of your benefits may be used to satisfy the obligation. Depending upon the terms of the QDRO, such distribution may be made while you are still employed by Stanley Black & Decker. You will be notified if circumstances arise which involve a potential assignment of any of your interest in the Plan. In accordance with the Plan’s written procedures, the Plan Administrator will determine whether any domestic relations order received is qualified under the Internal Revenue Code and ERISA. A copy of the procedures governing QDRO determinations may be obtained, free of charge, by calling Principal Financial Group® at 800-547-7754.

## BENEFIT APPLICATION PROCEDURES

### INITIAL BENEFIT APPLICATION

The Plan Administrator makes all decisions relating to eligibility for benefits based on the provisions of the Plan document. All benefit applications under the Plan should be made in writing to the Plan Administrator. You may submit an application for benefits either by visiting the Principal website at [principal.com](http://principal.com) or by calling Principal Financial Group® at 800-547-7754.

The Plan Administrator will notify you in writing of its decision on a benefit application within a reasonable period of time after the Plan Administrator receives your benefit application. If your application is wholly or partially denied, the Plan Administrator will provide you with a written or electronic notice of the denial within a reasonable period of time after receiving your application. This period of time may not exceed 90 days (subject to a 90-day extension if the Plan Administrator determines that additional time is needed to process your application and notifies you of the extension before the end of the initial 90-day period).

If your application relates to disability benefits, the period of time for notifying you of a denial of your benefit application may not exceed 45 days (subject to two 30-day extensions if the Plan Administrator notifies you, before the end of the initial 45-day period, that an extension is necessary due to matters beyond the control of the Plan Administrator). The notice of extension will provide the circumstances that require an extension of time and the date by which the Plan Administrator expects to provide you with a decision.

The Plan Administrator’s written or electronic notification of any benefit application denial must contain the following information:



- The specific reason or reasons for the denial
- References to specific Plan provisions on which the denial is based
- A description of any additional material or information necessary for you to complete your benefit application and an explanation of why such material or information is necessary
- Appropriate information as to the steps to be taken if you or your beneficiary want to appeal the denial of your benefit application, including a statement of your or your beneficiary's right to file a lawsuit in state or federal court in the event your benefit application is denied on review
- If there is a denial of disability benefits, the notification must also include: (A) an explanation of the basis for disagreeing with or not following: (i) the views presented by the claimant to the Plan of health care professionals treating the claimant or vocational professionals who evaluated the claimant; (ii) the views of medical or vocational experts whose advice was obtained on behalf of the Plan, without regard to whether the advice was relied upon in making the benefit determination; and (iii) a disability determination presented by the claimant to the Plan that was made by the Social Security Administration; (B) either the specific internal rules, guidelines, protocols, standards or other similar criteria of the Plan relied upon in making the adverse determination or, alternatively, a statement that such rules, guidelines, protocols, standards or other similar criteria of the Plan do not exist; and (C) a statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the claimant's claim for benefits.

## BENEFIT APPLICATION APPEALS PROCEDURES

If your application for benefits is denied and you want to appeal the denial of your benefit application, you must file a request for review in writing with the Plan Administrator in accordance with the following procedures:

- (a) YOU MUST FILE THE REQUEST FOR REVIEW NO LATER THAN 60 DAYS AFTER YOU RECEIVE WRITTEN NOTICE OF THE DENIAL OF YOUR APPLICATION FOR BENEFITS. HOWEVER, IF YOUR APPLICATION IS FOR DISABILITY BENEFITS, YOU MUST FILE THE REQUEST FOR REVIEW NO LATER THAN 180 DAYS AFTER YOU RECEIVE WRITTEN NOTICE OF THE DENIAL OF YOUR APPLICATION FOR DISABILITY BENEFITS.
- (b) You may submit documents, records, and other information relating to your application for benefits to the Plan Administrator for its consideration.
- (c) You may review all relevant documents relating to the denial of your benefit application, and submit any additional issues and comments about your benefit application, in writing, to the Plan Administrator. (See "Plan Administrator" in Important Plan Details.)
- (d) You will be provided, upon receipt of your written request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to your application for benefits.
- (e) Your request for review will be given a full and fair review. This review will take into account all comments, documents, records, and other information submitted by you relating to your benefit application, without regard to whether such information was submitted or considered in the initial benefit application denial.
- (f) If you request a review of a denial of an application for disability benefits, the following additional rules will apply:
- The review will not give deference to the initial benefit application denial,
  - Your request will be reviewed by a 'named fiduciary' of the Plan who is not the individual who made the decision to deny your initial disability benefit application nor a subordinate of that individual,
  - With your consent, the individual who reviews your disability benefit application will consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment to deny the disability benefit application. You will be provided with the forms necessary to obtain your written consent to the named fiduciary's consultation with the health care professional,
  - The health care professional consulted by the named fiduciary will not be the individual who made the decision to deny your initial disability benefit application nor a subordinate of that individual, and

- You will be informed of the identity of any medical or vocational experts whose advice is obtained on behalf of the Plan, without regard to whether their advice is relied upon in making the decision on review.

Additionally, before the Plan can issue an adverse benefit determination on review of a disability benefit claim, the Plan Administrator shall provide the claimant, free of charge, with any new or additional evidence considered, relied upon, or generated by the Plan, or at the direction of the Plan, in connection with the claim. Such evidence will be provided as soon as possible and sufficiently in advance of the date on which the notice of adverse benefit determination on review is required to be provided so that the claimant has a reasonable opportunity to respond prior to that date. Furthermore, before the Plan can issue an adverse benefit determination on review of a disability benefit claim, the Plan Administrator shall provide the claimant, free of charge, with any new or additional rationale for the denial. A new or additional rationale must be provided as soon as possible and sufficiently in advance of the date on which the notice of adverse benefit determination on review is required to be provided so that the claimant has a reasonable opportunity to respond prior to such date.

The Plan Administrator will provide you with written or electronic notice of the benefit application decision on review. If your benefit application is denied, the Plan Administrator must provide you with written notice within 60 days after its receipt of your written request for review (45 days if your request relates to disability benefits). There may be instances when the review period is extended. This extension may only be made if there are special circumstances which are communicated to you in writing within the initial review period. If there is an extension, a decision will be made as soon as possible, but not later than 120 days after receipt by the Plan Administrator of your request for review (90 days if your request relates to disability benefits).

The Plan Administrator's decision will be final, binding, and may not be appealed. The Plan Administrator's notice to you of its decision will include:

- Specific references to those Plan provisions on which the decision is based,
- A statement that you can receive, upon your written request and free of charge, reasonable access to and copies of all documents, records and other information related to your application for benefits, and
- A statement of your right to file a lawsuit in state or federal court regarding your benefit application denial.

If there is a denial of disability benefits, on review, the notification must also include: (A) An explanation of the basis for disagreeing with or not following: (i) the views presented by the claimant to the Plan of health care professionals treating the claimant and vocational professionals who evaluated the claimant; (ii) the views of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with a claimant's adverse benefit determination, without regard to whether the advice was relied upon in making the benefit determination; and (iii) a disability determination regarding the claimant presented by the claimant to the Plan made by the Social Security Administration; and (B) Either the specific internal rules, guidelines, protocols, standards or other similar criteria of the Plan relied upon in making the adverse determination or, alternatively, a statement that such rules, guidelines, protocols, standards or other similar criteria of the Plan do not exist.

You must follow the Procedures Relating to Benefit Claims Appeals before you can file a lawsuit in a state or federal court. Also, you must file that suit no later than 12 months after you are notified in writing of the final decision regarding your request for a review of your benefit application.

If you have any questions regarding the proper person or entity to whom benefit applications appeals should be addressed, you should contact the Plan Administrator.

## YOUR RIGHTS AS A PLAN PARTICIPANT

As a participant in the Stanley Black & Decker Retirement Account Plan, you are entitled to certain rights and protections under the Employee Retirement Income Security Act (ERISA). ERISA provides that all Plan participants shall be entitled to: Examine, without charge, during normal working hours at the Human Resources office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including collective bargaining agreements, and 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.

- Upon written request to the Plan Administrator, obtain copies of documents governing the operation of the Plan, including collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated summary plan description. A reasonable charge may be made for the copies of any documents you request from the Plan Administrator.
- Receive free of charge a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary of the annual financial report.
- Obtain a written statement of your current status in the Plan. If you make this request, you will be told how much you have earned in the Plan to date, and whether or not you would have a right to receive all or part of this benefit upon reaching your normal retirement date if you stop working under the Plan now. If you are not vested, you will be told when you will become vested assuming you continue your employment with Stanley Black & Decker. If you request this statement, it will be given to you free of charge, but not more than once every twelve months.

In addition to creating rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. These people, called fiduciaries of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries.

No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining a benefit or exercising your rights under ERISA.

If your application for a retirement benefit is denied in whole or in part, you have a right to receive a written explanation of the reason for the denial, to obtain copies of documents relating to the denial free of charge, and to appeal any denial, all within certain time schedules. If you want the Plan Administrator to review and reconsider your benefit application, you must follow the rules described in the section entitled Benefit Application Procedures.

Under ERISA, there are steps you can take to enforce the above rights

- If you request materials from the Plan and do not receive them within 30 days, you may file a lawsuit in a federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.
- If you have an application for benefits which is denied or ignored in whole or in part, you may file a lawsuit in a state or federal court but only after you have completed the benefit applications appeals procedures described in the section entitled Benefit Application Procedures. Any such suit must be filed no later than 12 months after you are notified in writing of the final decision regarding your request for review of your benefit application.
- 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 a lawsuit 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.

If you have any questions about this statement of your rights under ERISA, 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.

# ADMINISTRATIVE INFORMATION

This section describes how the Stanley Black & Decker Retirement Account Plan is administered.

## PLAN DOCUMENTS

This Summary Plan Description is intended as a summary of the major highlights of the Plan. It describes the benefits available to you and the general requirements that you or your beneficiary must meet in order to obtain benefits from the Plan. The official Plan documents are more detailed and technical than this summary and, should any conflict arise between the official Plan document and this summary, the terms of the Plan document will control.

## PLAN AMENDMENT OR TERMINATION

Although Stanley Black & Decker, Inc. intends to continue the Plan and the Pension Plan indefinitely, it reserves the right, by action of its board of directors or a committee thereof, to amend or terminate the Plan or the Pension Plan at any time and for any reason. Amendments to the Plan or the Pension Plan may be implemented by the board of directors of Stanley Black & Decker, Inc. or by a Committee of the board of directors. The Senior Vice President, Human Resources, of Stanley Black & Decker, Inc., has been delegated with the authority to implement amendments to the Plan or the Pension Plan that are necessary to meet regulatory requirements or that do not involve significant changes in the benefits provided under the Plan or the Pension Plan. If the Plan is terminated, you will automatically become 100% vested in your accounts as of the date of the Plan termination and, if the Pension Plan is terminated, you will automatically become 100% vested in your Pension Plan benefit. Moreover, if there is a partial termination of the Plan or the Pension Plan due to significant turnover that occurs pursuant to a major change in Stanley Black & Decker, you will automatically be 100% vested under the pertinent plan if you terminate employment during the partial termination.

## INTERPRETATION OF THE PLAN

Stanley Black & Decker, Inc., as Plan Administrator, has the discretionary authority to interpret the provisions of the Plan, and to determine all questions relating to eligibility to participate, eligibility to receive benefits under the Plan and the determination of the vested amount payable to any person. The power to interpret the Plan shall be exercised by the Plan Administrator in its sole and absolute discretion.

## NON-GUARANTEED OF EMPLOYMENT

Participation in this Plan should not be construed as a contract of employment with any participating employer. Participation in this Plan shall not give any person the right to continue in the employ of a participating employer or limit the right of a participating employer to discharge any employee at any time.

# IMPORTANT PLAN DETAILS

**Plan Name:**

Stanley Black & Decker Retirement Account Plan

**Type of Plan:**

Defined Contribution Plan

**Plan Sponsor:**

Stanley Black & Decker, Inc., 1000 Stanley Drive, New Britain, Connecticut 06053

**Plan Sponsor's Employer Identification Number:**

06-0548860

**Plan Number:**

Retirement Account Plan – 009

Pension Plan for Hourly Paid Employees of Stanley Black & Decker, Inc. – 002 (through which any IPA benefits or contributory pension benefits are provided)

The employer identification number and plan number should be used in any formal correspondence regarding these plans.

**Plan Year:**

January 1 through December 31

**Participating Employers:**

Eligible employees of the employers listed below who were covered under eligible groups as of March 5, 2023, are covered under the Plan. A complete list of the employers participating in the Plan may be obtained by participants and beneficiaries upon written request to the Plan Administrator, and is available for examination by participants and beneficiaries at the principal office of the Plan Administrator and at each principal work location.

3-V Fastener Co., Inc.  
Aerofit LLC  
Black & Decker (U.S.) Inc.  
Bristol Industries, LLC  
Consolidated Aerospace Manufacturing, LLC  
CPE Acquisition Corporation  
E.A. Patten Company  
Excel Industries, Inc.  
The Farmington River Power Company  
Hustler Turf Equipment, Inc.  
JRB Attachments, LLC Moeller  
Manufacturing & Supply, Inc.  
MTD Consumer Group Inc.  
MTD Products Company  
MTD Products Inc.  
MTD Southwest Inc.  
Nelson Stud Welding, Inc.  
Paladin Brands Group, Inc.  
QRP, Inc.  
Prikos & Becker, LLC  
Spiegelberg Manufacturing, Inc.  
Spiralock Corporation  
Stanley Black & Decker, Inc.  
Stanley Engineered Fastening, LLC  
Stanley Industrial & Automotive, LLC  
Stanley Infrastructure, LLC  
Stanley Logistics, LLC  
Stanley Safety Corporation LLC  
Sweepster Attachments LLC  
The Ferry Cap & Set Screw Company  
Voss Industries, Inc.

**Groups of Eligible Employees to Whom This Summary Plan Description Applies**

The Plan provisions described in this SPD apply only to the following groups of eligible employees who are covered under the Plan (other than such employees who are designated as participants in Stanley Black & Decker's management incentive plan):

- an employee who is covered under a collective bargaining agreement which calls for participation in the Plan;



- an employee who is covered under the Plan and is also eligible to accrue a benefit under the Pension Plan for Hourly Paid Employees of Stanley Black & Decker, Inc.;
- an employee at the Kannapolis, North Carolina distribution center whose employment commences on or after December 1, 2004;
- an employee of Stanley Black & Decker, Inc. at Kentwood, Michigan, including employees whose primary duties are not performed at the Kentwood, Michigan facilities;
- effective December 28, 2013, an employee of Stanley Industrial & Automotive, LLC at Marietta, Georgia, or Holliston, Massachusetts;
- an employee of Stanley Engineered Fastening, LLC (known, prior to March 5, 2023, as Infastech Decorah, LLC);
- an employee of Stanley Black & Decker, Inc. at North Andover, Massachusetts; Waltham, Massachusetts; Noblesville, Indiana; Fishers, Indiana (Crosspoint); East 75th Street Indianapolis, Indiana; Fremont, California; Tulsa, Oklahoma; Lincoln, Nebraska; or Houston, Texas;
- an employee of Stanley Black & Decker, Inc. at Plymouth, Minnesota; Nicholasville, Kentucky; Irving, Texas; Marietta, Georgia; Decorah, Iowa; Stanfield, North Carolina; Hesson, Kansas; or Edgerton, Kansas;
- an employee of Black & Decker (U.S.) Inc. at Decorah, Iowa; Hesson, Kansas; or Edgerton, Kansas;
- an employee of Stanley Industrial & Automotive, LLC at Kentwood, Michigan, or Lincoln, Nebraska;
- an employee of Stanley Engineered Fastening, LLC (known, prior to March 5, 2023, as Emhart Technologies LLC) at Stanfield, North Carolina;
- an employee of Nelson Stud Welding, Inc., Spiegelberg Manufacturing, Inc., or The Ferry Cap & Set Screw Company;
- an employee of Paladin Brands Group, Inc., JRB Attachments, LLC, Sweepster Attachments LLC, or CPE Acquisition Corporation;
- an employee of Consolidated Aerospace Manufacturing, LLC, Bristol Industries, LLC, Voss Industries, Inc., Aerofit LLC, E.A. Patten Company, 3-V Fastener Co., Inc., QRP, Inc., Prikos & Becker, LLC, or Moeller Manufacturing & Supply, Inc.;
- an employee of Stanley Infrastructure, LLC, other than an employee of Stanley Black & Decker, Inc. at Corporate New Britain, CT, Two Harbors, MN, Milwaukie, OR, or Portland, OR (South East Lake Road) who transferred to Stanley Infrastructure, LLC and who was eligible for “Core Account” allocations (as defined in the Plan) at the time of such transfer;
- an employee of Excel Industries, Inc. or Hustler Turf Equipment, Inc.; and
- an employee of Stanley Safety Corporation LLC at Hesson, Kansas or Edgerton, Kansas.

**Name, Business Address and Business Telephone Number of the Plan Administrator:**

Stanley Black & Decker, Inc.

1000 Stanley Drive

New Britain, Connecticut 06053

Attn: Emily A. Sanford, Vice President, Retirement Plans, (860) 225-5111

**Plan Trustee:**

All assets of the Plan are held by the Trustee in the Stanley Black & Decker Retirement Account Plan Trust, from which all benefits under the Plan are provided. The Trustee is:

Delaware Charter Guarantee & Trust Company d/b/a Principal Trust Company

1013 Centre Road

Wilmington, Delaware 9805-1265

Any IPA benefits and contributory pension benefits are funded through the Stanley Black & Decker, Inc. Pension Master Trust. The Trustee is:

The Bank of New York Mellon

One Mellon Center

500 Grant Street

Pittsburgh, Pennsylvania 15258

**Legal Process:**

Any legal process related to the Stanley Black & Decker Retirement Account Plan or the Pension Plan should be directed to the Senior Vice President and General Counsel, Stanley Black & Decker, Inc., 1000 Stanley Drive, New Britain, Connecticut 06053. Legal process may also be served on the Plan Administrator at the above address, or on the Plan Trustee at the Trustee's address

**Because the Stanley Black & Decker Retirement Account Plan is an individual account plan, it is not insured by the Pension Benefit Guaranty Corporation (PBGC).**

*An annuity contract has been purchased by the trustee of the Pension Plan for the minimum IPA benefit and contributory pension benefit determined as of July 31, 2001 (as if distribution of those benefits were made from the Pension Plan on that date). The PBGC does not guarantee the minimum IPA benefits or the minimum contributory pension benefits, determined as of July 31, 2001, that are provided under the annuity contract. However, subject to certain limitations, the PBGC does guarantee other Pension Plan benefits, including other IPA and contributory pension benefits. For more information about the PBGC and the benefits it guarantees, contact the Plan Administrator or the PBGC's Technical Assistance Division, 1200 K Street N.W., Suite 930, Washington, D.C. 20005-4026 or call 202-326-4000 (not a toll-free number). TTY/TDD users may call the federal relay service toll-free at 1-800-877-8339 and ask to be connected to 202-326-4000. Additional information about the PBGC's pension insurance program is available through the PBGC's website at <http://www.pbgc.gov>.*

*Nothing contained in this summary creates an express or implied contract with employees regarding employment. Stanley Black & Decker, Inc. reserves the right, as to employees and their beneficiaries, former employees and their beneficiaries, and retirees and their beneficiaries covered under the Stanley Black & Decker Retirement Account Plan or the Pension Plan for Hourly Paid Employees of Stanley Black & Decker, Inc., to change or discontinue, at any time, the Stanley Black & Decker Retirement Account Plan or the Pension Plan for Hourly Paid Employees of Stanley Black & Decker, Inc.*

**If you have received this SPD by electronic mail or through a website, you have the right to obtain a free paper copy of this SPD by contacting Principal Financial Group® at 800-547-7754.**