

FIVE BELOW, INC.

PREMIUM CONVERSION AND
HEALTH SAVINGS ACCOUNT
CONTRIBUTION PLAN

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HEALTH SAVINGS ACCOUNT CONTRIBUTION PLAN

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EXHIBIT A

FIVE BELOW, INC. PREMIUM CONVERSION AND HEALTH SAVINGS ACCOUNT CONTRIBUTION PLAN BENEFIT OPTIONS

FIVE BELOW, INC.
PREMIUM CONVERSION AND
HEALTH SAVINGS ACCOUNT CONTRIBUTION PLAN

Five Below, Inc. (the “Employer”) hereby sets forth the Five Below, Inc. Premium Conversion and Health Savings Account Contribution Plan, as in effect November 01, 2020.

ARTICLE I

Purpose

The purpose of this Plan is to enable Eligible Employees to elect to receive part of their compensation in the form of pre-tax benefits and health savings account contributions. The Plan is intended to be a “cafeteria plan” as described in Section 125 of the Code, as amended, as well as any rulings and regulations promulgated thereunder.

This Plan is a “Welfare Program” offered under Five Below, Inc Welfare Benefit Plan (the “Welfare Plan”), and is incorporated therein by reference.

ARTICLE II

Definitions

- 2.1 “Beneficiary” means a beneficiary as defined under a Benefit Option.
- 2.2 “Benefit Contributions” means credits to the Benefits Account on behalf of a Participant pursuant to the Participant’s Participation Agreement.
- 2.3 “Benefit Option” means any benefit listed in Exhibit A and for which an Eligible Employee may elect to make pre-tax contributions pursuant to Article VI and Article XII of the Plan.
- 2.4 “Benefits Account” means an account maintained on the books of the Employer for each Participant in accordance with Article VII for the purpose of recording the Participant’s Benefit Contributions. A subaccount shall be established hereunder with respect to each Benefit Option elected by a Participant.
- 2.5 “Code” means the Internal Revenue Code of 1986, as amended from time to time.
- 2.6 “Dependent” means a dependent as defined under a Benefit Option. However, for purposes of any Benefit Option that provides medical benefits, Dependent shall also include a Participant’s children who have not attained age 26 (or such later age as determined by the Plan Administrator).
- 2.7 “Eligible Employee” means an Employee described in Section 3.1.

2.8 “Employee” means any person providing services to the Employer or Participating Employer as a common-law employee. Non-resident aliens, independent contractors and individuals designated by the Employer as temporary employees shall not be Employees for purposes of this Plan. Leased employees within the meaning of Sections 414(n)(2) and 414(o)(2) of the Code, and employees subject to collective bargaining agreements may be included in the definition of Employee only at the discretion of the Employer.

2.9 “Employer” means Five Below, Inc., and any entity which succeeds to the business and assumes the obligations of the Employer hereunder.

2.10 “ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

2.11 “Health Savings Account” or “HSA” means a tax-exempt trust or custodial account under Section 223 of the Code that is established with a qualified HSA trustee or custodian.

2.12 “High Deductible Health Plan” means a health plan that meets the statutory limits for annual deductibles and out-of-pocket expenses for individual coverage or for family coverage, as defined in Section 223(c)(2) of the Code.

2.13 “HSA-Eligible Individual” means a Participant who is eligible to contribute to an HSA under Code Section 223 and who has elected qualifying High Deductible Health Plan coverage.

2.14 “Participant” means an Eligible Employee who has satisfied the requirements of Article III, entered into a Participation Agreement in accordance with Article IV, and whose participation has not terminated in accordance with Section 4.5.

2.15 “Participating Employer” means the term as defined in the Welfare Plan.

2.16 “Participation Agreement” means an electronic or written agreement entered into pursuant to Article IV, whereby an Eligible Employee agrees to reduce his or her cash compensation for the applicable Period of Coverage in consideration for the provision of a Benefit Option selected by the Eligible Employee.

2.17 “Period of Coverage” means the Plan Year; provided, however, that with respect to a Participant who commences participation after the beginning of the Plan Year, the initial Period of Coverage shall run from the effective date of the Participant’s properly completed and executed Participation Agreement to the end of that Plan Year, and all subsequent Periods of Coverage shall be on the Plan Year basis; provided, further, that if a Participant modifies or revokes his or her Participation Agreement as permitted in Article VIII, a new Period of Coverage begins as of the effective date of such modification or revocation and shall run until the end of the Plan Year.

2.18 “Plan” means the Five Below, Inc. Premium Conversion and Health Savings Account Contribution Plan as set forth herein and as amended from time to time.

2.19 “Plan Administrator” means the Employer or such other individual, committee or firm as the Employer shall designate from time to time.

2.20 “Plan Year” means the twelve consecutive month period ending on October 31.

2.21 “Spouse” means the individual who is legally married to an Eligible Employee under applicable law. Notwithstanding anything to the contrary contained herein, the term “Spouse” shall include a same-sex spouse who is legally married under applicable law.

ARTICLE III

Eligibility

3.1 Service Required to Become an Eligible Employee. Subject to Section 3.2, an Employee is eligible to participate in the Plan if he or she is eligible for coverage under a Benefit Option and meets any additional requirements under the provisions of Section 3.2.

3.2 Eligible Classification. Notwithstanding Section 3.1, an Employee shall not be an Eligible Employee while he or she is a member of a classification of Employees which the Plan Administrator has designated as not currently eligible to participate in the Plan. The Plan Administrator may at any time and from time to time remove any one or more Employees or group(s) or class(es) of Employees from eligibility for participation in this Plan, provided that in no event shall any such removal reduce the amount theretofore credited to the Benefits Account of any Participant.

3.3 Determination of Eligibility by Plan Administrator. The determination of an Employee’s eligibility to become and continue as a Participant in the Plan shall be made by the Plan Administrator from the Employer’s or Participating Employer’s records, and the Plan Administrator’s determination shall be binding and conclusive upon all persons.

ARTICLE IV

Participation

4.1 Election to Participate. If an initial Participation Agreement is required by the Plan Administrator, an Eligible Employee who files a properly completed and executed Participation Agreement with the Plan Administrator shall have elected to participate in the Plan and to reduce his compensation by the amount necessary to provide the elected Benefit Option(s) and to make HSA contributions. An Eligible Employee entitled to participate in the Plan pursuant to Section 3.1 must file a properly completed and executed Participation Agreement with the Plan Administrator within 30 days of his or her date of hire, within 30 days of his or her otherwise becoming an Eligible Employee or within such other time period as determined by the Plan Administrator. Such Participation Agreement shall be binding for the Period of Coverage

to which it applies and may not be modified or revoked by the Participant or by the Employer or Participating Employer, except as provided in Article VIII, Article X, or Article XII.

If an initial Participation Agreement is required by the Plan Administrator and an Eligible Employee does not enroll in the Plan when initially eligible, then he or she may enroll in the Plan as of the first day of a succeeding Plan Year by filing a properly completed and executed Participation Agreement with the Plan Administrator during an open enrollment period preceding such Plan Year. After initially eligible, an Eligible Employee may timely file a new properly completed and executed Participation Agreement with the Plan Administrator to enter the Plan during a Plan Year only in accordance with Article VIII or Article XII.

4.2 Elections for Subsequent Plan Years. If an initial Participation Agreement is required by the Plan Administrator, with the exception of HSA contribution elections under Article XII, if a Participant fails to file a new properly completed and executed Participation Agreement for a subsequent Plan Year, the existing Participation Agreement shall remain in effect for such subsequent Plan Year. The Plan Administrator may, at its discretion, require Eligible Employees to file new properly completed and executed Participation Agreements during an open enrollment period in order to continue benefits under the Plan.

4.3 Elections For Rehires. If a terminated Eligible Employee is rehired by the Employer or Participating Employer as an Eligible Employee within 30 days of his or her termination date, the Eligible Employee's Participation Agreement (if required) that was in effect on the day he or she terminated shall be reinstated. An Eligible Employee who is rehired as an Eligible Employee more than 30 days following termination of employment may file a new Participation Agreement (if required) with the Plan Administrator in accordance with Section 4.1.

4.4 Effective Date for Participation Agreements. If an initial Participation Agreement is required by the Plan Administrator, a Participation Agreement shall be effective as of the first day of the payroll period after the Eligible Employee files such properly completed and executed Participation Agreement with the Plan Administrator, or such later date as the Plan Administrator may prescribe, provided, however, that the effective date complies with applicable law.

4.5 Termination of a Participation Agreement. A Participation Agreement terminates on the earlier of:

(a) the end of the Plan Year, unless automatically reinstated in accordance with Section 4.2,

(b) the date the Participant revokes his or her Participation Agreement in accordance with Article VIII or Article XII,

(c) the date the Participant terminates employment with the Employer or Participating Employer,

(d) the date the Participant ceases to be an Eligible Employee, or

- (e) the date the Plan terminates in accordance with Article X.

ARTICLE V

Funding

The Employer shall contribute to the cost of the Benefit Option(s) provided under the Plan to the extent of, and pursuant to, each Participant's Participation Agreement.

ARTICLE VI

Benefit Options

6.1 Benefit Options. The Benefit Option(s) available under the Plan for which an Eligible Employee may choose pre-tax contributions in lieu of cash compensation may include any or all of the plans or programs listed in Exhibit A which are Welfare Programs under the Welfare Plan which the Employer, in its sole discretion, may make available from time to time.

6.2 Controlling Documents. While the Participant's election to make pre-tax contributions to pay for one or more Benefit Options may be made pursuant to this Plan, the Benefit Options will be provided not by this Plan but instead by the respective benefit plans or programs constituting the Benefit Option. Such benefit plans or programs, if and as implemented and in effect from time to time, shall be set forth in written instruments or in insurance policies or contracts which shall be filed with or attached as appendices or schedules to the Welfare Plan. The types and amounts of benefits available under each available Benefit Option, the requirements for coverage and receiving benefits under the Benefit Option, and the other terms and conditions pertaining thereto, shall be as set forth in the written instruments or in the insurance policies or contracts comprising the respective plans or programs.

ARTICLE VII

Contributions Towards Benefit Options

7.1 Benefit Contributions for Benefit Options. If a Participant elects a Benefit Option as identified in Exhibit A, the Participant's cash compensation will be reduced by the amount the Participant specifies (subject to any applicable limits imposed by the Plan Administrator or otherwise), or by the amount the Plan Administrator specifies as the Participant's cost of the Benefit Option, and an amount equal to the reduction will be credited to the appropriate subaccount established under the Participant's Benefits Account. Amounts allocated to each such subaccount shall remain segregated in such subaccount and may not be commingled with or transferred to any other subaccount under any circumstances. Amounts credited to each subaccount shall be applied to the next premium, payment, or expense, or shall be reimbursed to the Participant, as specified under the relevant Benefit Option. The subaccount shall thereupon be debited and reduced to its new balance.

7.2 Payment for Benefits With After-Tax Contributions. Notwithstanding any other provision of this Plan, the Employer may maintain and offer to its Eligible Employees the opportunity to obtain coverage under any employee benefit plan, including, without limitation, Benefit Options, pursuant to the Eligible Employee's agreement to pay for such coverage with after-tax employee contributions. If any Benefit Option covers domestic partners, the Participant shall pay for the cost of such Benefit Option elected on behalf of a domestic partner with after-tax contributions, unless permitted to use pre-tax dollars in accordance with applicable federal or state law.

7.3 Medical Care Plan Continuation Coverage. Nothing contained in this Plan is intended to limit or affect the rights, if any, of a Participant or his or her covered Spouse or Dependents to continuation of coverage under any group health plan sponsored by the Employer. Such rights to continuation of coverage shall be governed by the terms of such Benefit Option(s) and by applicable law.

ARTICLE VIII

Modification or Revocation of Participation Agreement

8.1 Limitations. A Participation Agreement shall remain in effect unless modified or revoked by a Participant as provided in this Article. With the exception of an HSA contribution election, an Eligible Employee may modify or revoke a Participation Agreement with respect to the current Period of Coverage only in accordance with Section 8.2 or, if applicable, Sections 8.3 to 8.5. For purposes of this Article, Spouse does not include domestic partners, unless recognized as such under federal law.

8.2 Modification or Revocation of Participation Agreement. If permitted under a particular Benefit Option, an Eligible Employee may modify or revoke a Participation Agreement during a Plan Year within 30 days after the occurrence of one of the events described in this Section or, if longer, within the period required by applicable law, as follows:

(a) An Eligible Employee may modify or revoke a Participation Agreement during a Plan Year with respect to the Benefit Option(s) under the Plan if one of the following "change in status events" occurs and the modification or revocation satisfies the consistency requirement of paragraph (b) below:

(i) a change in the Eligible Employee's legal marital status, including marriage, death of a Spouse, divorce, legal separation or annulment;

(ii) a change in the number of the Eligible Employee's Dependents, including due to the birth, adoption, placement for adoption, or death of a Dependent;

(iii) a change in employment status of the Eligible Employee, his or her Spouse, or a Dependent, including a termination or commencement of employment; a strike or lockout; a commencement of or return from an unpaid leave of absence; and a change in worksite;

(iv) a Dependent satisfies or ceases to satisfy the requirements for coverage due to attainment of a specified age, student status, or any similar circumstance as provided in the applicable Benefit Option;

(v) the Eligible Employee, his or her Spouse or a Dependent changes his or her place of residence, but only if such change affects the person's eligibility for coverage under a Benefit Option; or

(vi) Any other event that the Plan Administrator may determine will permit a change or revocation of an election in accordance with the rulings and regulations under Code Section 125.

(b) With respect to the Benefit Options under the Plan, an Eligible Employee's modification or revocation of his or her Participation Agreement during the Plan Year is consistent with the change in status event, and thus permissible, only if the election change is on account of and corresponds with a change in status event that affects eligibility for coverage under one of the Benefit Options or under a plan maintained by the Spouse's or Dependent's employer. A change in status event that affects eligibility under a Benefit Option or a plan maintained by the Spouse's or Dependent's employer shall include a change in status event that results in an increase or decrease in the number of an Eligible Employee's family members or Dependents who may benefit from coverage under the Benefit Option(s). With respect to any group term life insurance or group disability insurance identified in Exhibit A, an election by an Eligible Employee to either increase or decrease coverage in response to a change in status event is deemed to correspond with that change in status.

(c) An Eligible Employee may modify or revoke his or her Participation Agreement with respect to the group health plans identified in Exhibit A if the modification or revocation results from and is consistent with a judgment, decree or order resulting from a divorce, legal separation, annulment or change in legal custody (including a qualified medical child support order, as defined in Section 609(a) of ERISA) that requires group health plan coverage for the Eligible Employee's child or foster child who is a dependent of the Eligible Employee. The Eligible Employee may modify or revoke his Participation Agreement during the Plan Year in order to:

(i) provide group health coverage for the child if the order requires coverage for the child under the Eligible Employee's plan; or

(ii) cancel group health plan coverage for the child if the order requires the Spouse, former Spouse, or other individual to provide coverage for the child, and the coverage is, in fact, provided.

(d) If the Participant, his or her Spouse or Dependent becomes enrolled under Part A or Part B of Title XVIII of the Social Security Act ("Medicare") or Title XIX of the Social Security Act ("Medicaid") (other than coverage only for pediatric vaccines), the Participant may modify or revoke his or her Participation Agreement with respect to group health

plan coverage to cancel coverage of the individual who becomes enrolled under Medicare or Medicaid. If an Eligible Employee, his or her Spouse or Dependent loses coverage described in the preceding sentence, the Eligible Employee may file a new Participation Agreement with respect to group health plan coverage in order to begin or increase coverage of that individual who lost coverage under Medicare or Medicaid.

(e) The Participant may modify or revoke his or her Participation Agreement with respect to a Benefit Option listed in Exhibit A if there are significant cost increases or decreases charged to the Participant for such Benefit Option. Permitted changes include: commencing participation in the Plan for a Benefit Option that decreases in cost, or, in the case of a Benefit Option that increases in cost, revoking an election for coverage and instead receiving, on a prospective basis, coverage under another Benefit Option providing similar coverage or dropping coverage if no such other Benefit Option providing similar coverage is available.

(f) If a Participant or a Participant's Spouse or Dependent has a significant curtailment of coverage under a Benefit Option during a Period of Coverage that is not a loss in coverage (*e.g.*, a significant increase in the deductible, the required co-payments, or the out-of-pocket cost sharing limit under a group health plan), any Participant who had elected that Benefit Option may modify or revoke his or her election for that coverage and instead elect to receive, on a prospective basis, coverage under another Benefit Option providing similar coverage. Coverage under a Benefit Option is significantly curtailed only if there is an overall reduction in coverage provided under the Benefit Option so as to constitute reduced coverage generally. The loss of one particular physician in a health network is not a significant curtailment.

(g) If a Participant or a Participant's Spouse or Dependent has a significant curtailment of coverage under a Benefit Option during a Period of Coverage that is a loss in coverage, the Participant may modify or revoke his or her Participation Agreement under the Plan and instead elect either to receive on a prospective basis coverage under another Benefit Option providing similar coverage or to drop coverage if no similar Benefit Option is available. A loss of coverage means a complete loss of coverage under a Benefit Option, including the elimination of the Benefit Option or an HMO ceasing to be available in the area where the individual resides. For purposes of this paragraph, a loss of coverage also includes:

(i) a substantial decrease in medical care providers available under the Benefit Option;

(ii) a reduction in the benefits for a specific type of medical condition or treatment with respect to which the Participant, Spouse or Dependent is currently undergoing a course of treatment; or

(iii) any other similar fundamental loss of coverage.

(h) If the Plan adds a new Benefit Option or if coverage under an existing Benefit Option is significantly improved during a Period of Coverage, an Eligible Employee may

modify or revoke his or her Participation Agreement with respect to that Benefit Option and, on a prospective basis, elect coverage under the new or improved Benefit Option.

(i) If an Eligible Employee's Spouse or Dependent makes an election change under an applicable welfare plan or Section 125 plan maintained by such individual's employer, the Eligible Employee may modify or revoke his or her Participation Agreement if the change is on account of and corresponds with the election change made by the Eligible Employee's Spouse or Dependent, provided that the Spouse or Dependent's election change satisfies the regulations and rulings under Section 125 of the Code or the period of coverage under the other employer's applicable welfare plan or Section 125 plan does not correspond to the Period of Coverage under this Plan.

(j) In the event that an Eligible Employee, his or her Spouse or Dependent loses group health coverage sponsored by a governmental or educational institution, the Eligible Employee may elect health coverage identified in Exhibit A for the balance of the Plan Year for the Eligible Employee, his or her Spouse or Dependent.

(k) An Eligible Employee may elect group health plan coverage listed in Exhibit A for the balance of the Plan Year for the Eligible Employee, his or her Spouse and/or Dependent if:

(i) The Employee's, Spouse's or Dependent's Medicaid or Children's Health Insurance Program ("CHIP") coverage is terminated as a result of loss of eligibility and the Eligible Employee requests coverage under the group health plan listed in Exhibit A within 60 days after the termination, or

(ii) The Employee, Spouse or Dependent becomes eligible for a premium assistance subsidy under Medicaid or CHIP and the Eligible Employee requests coverage under the group health plan listed in Exhibit A within 60 days after eligibility is determined.

(l) The Participant may revoke his or her Participation Agreement, with respect to a group health plan identified in Exhibit A that provides minimum essential coverage as defined under the Patient Protection and Affordable Care Act of 2010, if the Participant has been in an employment status under which he or she was reasonably expected to average at least 30 hours of service per week and there is a change in that Participant's status so that he or she will reasonably be expected to average less than 30 hours of service per week after the change (regardless of whether this results in the loss of eligibility for the current group health plan), provided that the revocation of the election of coverage corresponds to the intended enrollment of the Participant, and any related individuals who cease coverage due to the revocation, in another plan that provides minimum essential coverage with the new coverage effective no later than the first day of the second month following the month that includes the date the original coverage is revoked.

(m) The Participant may revoke his or her Participation Agreement, with respect to a group health plan identified in Exhibit A that provides minimum essential coverage, if the Participant is eligible for a special enrollment period to enroll in a qualified health plan

through a Health Insurance Marketplace pursuant to guidance issued by the U.S. Department of Health and Human Services and any other applicable guidance, or the Participant seeks to enroll in a qualified health plan through a Health Insurance Marketplace during the Marketplace's annual open enrollment period, provided that the revocation of the election of coverage corresponds to the intended enrollment of the Participant, and any related individuals who cease coverage due to the revocation, in a qualified health plan through a Health Insurance Marketplace for new coverage that is effective beginning no later than the day immediately following the last day of the original coverage that is revoked.

(n) An Eligible Employee who otherwise is entitled to modify or revoke his or her Participation Agreement under (e) through (h) must do so within 30 days of receipt of written notice, from the Plan Administrator, of the significant change in cost or composition of the benefit originally elected. Accordingly, the Plan Administrator shall have the affirmative duty of providing Eligible Employees with written notification of such changes as soon as administratively feasible.

(o) Any modification or revocation of a Participation Agreement under this Section shall be effective at such time as the Plan Administrator shall prescribe, unless otherwise required by law.

8.3 Continuation Health Coverage. If the Employer so permits and the Participant, Spouse or Dependent becomes eligible for continuation coverage under a Benefit Option that is a group health plan in accordance with the Consolidated Omnibus Budget Reconciliation Act of 1985 ("COBRA") or any similar state law, the Participant may elect to increase payments under such group health plan(s) to pay for continuation coverage.

8.4 Family and Medical Leave Act of 1993 ("FMLA"). A Participant who takes an unpaid leave of absence under FMLA may revoke his or her Participation Agreement at the beginning of or during the leave. Such a revocation is binding on the Participant for the balance of the Plan Year and may not be changed until the next Period of Coverage, except for a revoked election under a group health plan which the Participant shall have the right to reinstate at the end of the FMLA leave period.

If a Participant chooses to continue coverage under the Employer's group health plan during an unpaid leave of absence under FMLA, the Plan Administrator shall select among the following options for required payments during the leave of absence:

(a) Pre-payment by the Participant before the commencement of the leave through pre-tax or after-tax payments under a Participation Agreement, from any taxable compensation, including cashing out of unused sick or vacation days, provided all other Plan requirements are met; provided, however, that pre-payment shall not be the sole option offered to a Participant on FMLA leave;

(b) Payment by the Participant of required payments during the leave on the same schedule as payments would be made if the Participant were not on leave, or under another schedule permitted under Department of Labor regulations. The Employer shall not be required

to continue group health plan coverage of a Participant who fails to make required payments while on FMLA leave. However, if the Employer chooses to continue such coverage of a Participant who fails to make required payments while on FMLA leave, the Employer is entitled to recover those payments after the Participant returns from FMLA leave by payroll deduction; or

(c) Advancement by the Employer of the Participant's required payments while the Participant is on FMLA leave. The Employer shall be entitled to recover such advanced amounts when the Participant returns from FMLA leave by payroll deduction.

8.5 Military Leave. (a) If a Participant's absence for military duty is less than 31 days, the Participant will be required to pay the regular employee share of the cost for group health plan coverage in accordance with Section 8.4.

(b) Participants returning from military leave shall be reinstated upon re-employment.

(c) In no event shall benefits available under this Plan during a period of qualified military leave be less generous than those benefits available during other comparable employer-approved leave periods (*e.g.*, family and medical leave).

ARTICLE IX

Claims Procedure

9.1 Written Claim for Benefits. If a Participant asserts a right to any benefit under the Plan which he or she has not received, the Participant must file a written claim for such benefit with the Plan Administrator. If the Plan Administrator wholly or partially denies such claim, it shall provide written notice to the claimant within 90 days (or longer if the situation so requires but not longer than 180 days) of the receipt by the Plan Administrator of the application. The Plan Administrator shall set forth in the notice:

- (a) the specific reason(s) for the denial of the claim,
- (b) the specific reference to pertinent provisions of the Plan on which the denial is based,
- (c) a description of any additional material or information necessary to perfect the claim and an explanation of why such material or information is necessary, and
- (d) an explanation of the Plan's claims review procedure.

9.2 Review of Denied Claim. A Participant whose application for benefits is denied, in whole or in part, may request a full and fair review of the decision denying the claim within 60 days after receipt of the notice of the denial from the Plan Administrator. The Participant may:

- (a) request a hearing by the Plan Administrator upon written application to the Plan Administrator,
- (b) review pertinent documents in the possession of the Plan Administrator, or
- (c) submit issues and comments in writing to the Plan Administrator for review.

A decision on review by the Plan Administrator shall be made promptly but not later than 60 days after the receipt by the Plan Administrator of a request for review, unless special circumstances (such as the need to hold a hearing) require an extension of time for processing, in which case the claimant will be so notified of the extension, and a decision shall be rendered as soon as possible but not later than 120 days after the receipt of the request for review. The decision shall be in writing and shall include specific reasons for the decision written in a manner calculated to be understood by the Participant and specific reference to the pertinent provisions of the Plan on which the decision is based. The Plan Administrator's decision shall be final and binding upon all parties.

9.3 Claims Under Benefit Options. The foregoing provisions of this Article describe the procedures for claiming the entitlements offered under this Plan, that is, salary reduction to enable Participants to pay their cost of Benefit Options with pre-tax income. A Participant or any Spouse, Dependent or Beneficiary shall make claims for actual benefits under the specific terms and claims review procedures of the Employer's benefit plans or programs which form the Benefit Option.

ARTICLE X

Amendment and Termination

10.1 Amendment. The Employer has the right to amend the Plan at any time to the extent that it may deem advisable, including the right to amend any of the Benefit Options or to transfer any Benefit Option(s) from the Plan into a separate, related plan. Any amendment shall be at the direction of an authorized officer of the Employer or an authorized designee.

10.2 Termination. The Employer has established the Plan with the bona fide intention and expectation that it will be continued indefinitely, but the Employer is not and shall not be under any obligation or liability whatsoever to maintain the Plan for any given length of time and may, in its sole and absolute discretion, discontinue or terminate the Plan, in whole or in part, at any time, including termination of any one or more of the Benefits Options, at the direction of an authorized officer of the Employer or an authorized designee.

ARTICLE XI

Spendthrift Provision

A Participant's rights to pay for Benefit Options under the Plan with pre-tax compensation shall not be assignable or subject to attachment or receivership, nor shall they pass to any trustee in bankruptcy or be reached or applied by any legal process for the payment of any obligations of the Participant.

ARTICLE XII

Health Savings Account Contributions

12.1 HSA Contributions. A Participant who is an HSA-“Eligible Individual,” as defined in Code Section 223, may participate in the HSA portion of the Plan by electing to make contributions on a pre-tax basis to an HSA established and maintained outside of the Plan by a trustee/custodian to which the Employer can forward contributions to be deposited. An Eligible Individual may not have any disqualifying coverage and must be covered by a High Deductible Health Plan. For these purposes, a “High Deductible Health Plan” is a health plan that meets the statutory limits for annual deductibles and out-of-pocket expenses for individual coverage or for family coverage, as defined in Code Section 223 and section 1302(c)(1) of the Affordable Care Act. Disqualifying coverage may include coverage under a Spouse's group health plan or a general purpose health care flexible spending account offered under the Employer's, or Spouse's, Code Section 125 cafeteria plan.

Additionally, the Employer may elect, in its sole discretion, to make contributions to Participants' HSA accounts as permitted by applicable law, in any amount and manner and at any time, as limited by Section 12.3.

12.2 Relationship to Health Care Flexible Spending Account Benefits. HSA contributions may not be elected by Participants who are also covered by a health care flexible spending account unless the health care flexible spending account is designed to be compatible with an HSA (e.g., a “Limited Purpose Health FSA”), as defined in IRS Revenue Ruling 2004-45 and subsequent law or IRS guidance.

12.3 Maximum Contributions for HSAs and Election Modifications. The annual total contribution to a Participant's HSA may not exceed the statutory maximum amount as set forth in IRS guidance and Code Section 223(b). An additional catch-up contribution may be available for Participants who are age 55 or older. In addition, the maximum annual contribution shall be reduced by matching (or other) Employer contributions, if any, made on the Participant's behalf to the HSA. An election to initiate or change an HSA contribution election can be made at any time, and will be effective on the first day of the calendar month following the election.

12.4 Recording Contributions for HSAs. The HSA trustee/custodian will be chosen by the Participant, not by the Employer. The Employer may, however, limit the number of HSA providers to whom it will forward Participants' contributions. Such a list is not an endorsement

of any particular HSA provider. The Plan Administrator will maintain records to keep track of HSA contributions a Participant makes, but it will not create a separate fund or otherwise segregate assets for this purpose.

12.5 Tax Treatment of HSA Contributions and Distributions. The tax treatment of the HSA (including contributions and distributions) is governed by Code Section 223.

12.6 Trust/Custodial Agreement; HSA Not Intended to Be an ERISA Plan. An HSA is not an Employer-sponsored benefit plan. It is an individual trust or custodial account separately established and maintained by a trustee/custodian outside the Plan for the electing Participant. Consequently, the HSA trustee/custodian, not the Employer, will establish and maintain the HSA. Terms and conditions of coverage and benefits (*e.g.*, eligible medical expenses, claims procedures, etc.) will be provided by and are set forth in the HSA trust or custodial agreement provided by the applicable trustee/custodian to each electing Participant and are not a part of this Plan. The Employer has no authority or control over the funds deposited into an HSA.

ARTICLE XIII

Responsibilities of Participants

Each Participant shall be responsible for accurately reporting for tax purposes all taxable compensation received by him or her during each Plan Year. The Participant shall also be responsible for his or her portion of any additional income or Social Security taxes and for interest and penalties for the late payment of any taxes that may be owing in connection with any benefits paid under the Plan, and shall reimburse the Employer or Participating Employer for his or her portion of Social Security taxes and withholding taxes and for such interest and penalties, upon demand. Each Participant is responsible for the accuracy of all information and representations contained in any claim for benefits.

ARTICLE XIV

Administration and Fiduciary Provisions

14.1 Named Fiduciary. The Plan Administrator shall be the “named fiduciary” of the Plan, unless the Employer appoints a replacement.

14.2 Plan Administration.

(a) The Plan Administrator shall have sole discretion and authority to control and manage the operation and administration of the Plan.

(b) The Plan Administrator shall have complete discretion to interpret the provisions of the Plan, make findings of fact, correct errors, and supply omissions. All decisions and interpretations of the Plan Administrator made in good faith pursuant to the Plan shall be final, conclusive and binding on all persons, subject only to the claims procedure, and may not be overturned unless found by a court to be arbitrary and capricious.

(c) The Plan Administrator shall have all other powers necessary to administer the Plan, including, but not limited to, the following:

(i) To prescribe procedures to be followed by Participants in making elections under the Plan and in filing claims under the Plan;

(ii) To prepare and distribute information explaining the Plan to Participants;

(iii) To receive from the Employer (or Participating Employer) and Participants, Spouses, Dependents and Beneficiaries such information as shall be necessary or desirable for the proper administration of the Plan;

(iv) To keep records of elections, claims and disbursements for claims under the Plan, and such other information as may be required by the Code;

(v) To appoint individuals or committees to assist in the administration of the Plan and to engage any other agents it deems advisable;

(vi) To purchase any insurance deemed necessary for providing benefits under the Plan;

(vii) To accept, modify or reject Participant elections under the Plan;

(viii) To promulgate election forms and claims forms to be used by Participants;

(ix) To prepare and file any reports or returns with respect to the Plan required by the Code or any other laws;

(x) To determine and announce any Benefit Contributions required hereunder;

(xi) To determine and enforce any limits on benefits elected hereunder;

(xii) To take such action as may be necessary to effect any required payroll deduction of any Benefit Contributions required hereunder; and

(xiii) To correct errors and make equitable adjustments for mistakes made in the administration of the Plan; specifically, and without limitation, to recover erroneous overpayments made from the Plan to a Participant, Spouse, Dependent or Beneficiary, in whatever manner the Plan Administrator determines is appropriate, including suspensions or recoupment of, or offsets against, future payments due that Participant, Spouse, Dependent or Beneficiary.

14.3 Delegation of Duties. The Plan Administrator may delegate responsibilities for the operation and administration of the Plan, may designate fiduciaries other than those named in the Plan, and may allocate or reallocate fiduciary responsibilities under the Plan.

14.4 Indemnification. The Plan Administrator and any delegate who is an employee of the Employer or Participating Employer shall be fully indemnified by the Employer or Participating Employer against all liabilities, costs and expenses (including defense costs, but excluding any amount representing a settlement unless such settlement is approved by the Employer or Participating Employer) imposed upon it in connection with any action, suit, or proceeding to which it may be a party by reason of being the Plan Administrator or having been assigned or delegated any of the powers or duties of the Plan Administrator, and arising out of any act, or failure to act, that constitutes or is alleged to constitute a breach of such person's responsibilities in connection with the Plan, unless such act or failure to act is determined to be due to gross negligence or willful misconduct.

14.5 Fiduciary Duties and Responsibilities. Each Plan fiduciary shall discharge his or her duties with respect to the Plan solely in the interest of the Participants; for the exclusive purpose of providing benefits to such individuals and defraying reasonable expenses of administering the Plan; and in accordance with the terms of the Plan. Each fiduciary, in carrying out such duties, shall act with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in exercising such authority. A fiduciary may serve in more than one fiduciary capacity. Unless liability is otherwise provided under Section 405 of ERISA, a named fiduciary shall not be liable for any act or omission of any other party to the extent that (a) such responsibility was properly allocated to such other party as a named fiduciary, or (b) such other party has been properly designated to carry out such responsibility pursuant to the procedures set forth above.

14.6 Nondiscrimination Rules. If the Plan Administrator determines that there is non-compliance with any nondiscrimination rules required by the Internal Revenue Service, or non-compliance with the comparable contribution rules under Internal Revenue Code Section 4980G, the Plan Administrator may take action to ensure compliance. These actions may include modification of elections by highly compensated employees, key employees, or other participants, or modifications of Employer contribution amounts.

ARTICLE XV

Miscellaneous

15.1 Limitation of Rights. Neither the establishment nor the existence of the Plan, nor any modification thereof, shall operate or be construed as to:

(a) give any person any legal or equitable right against the Employer or Participating Employer except as expressly provided herein or required by law, or

(b) create a contract of employment with any Employee, obligate the Employer or Participating Employer to continue the service of any Employee, or affect or modify the terms of an Employee's employment in any way.

15.2 Communication to Employees. The Employer or Participating Employer will from time to time notify all Employees of the availability and terms of the Plan.

15.3 Benefits Solely from General Assets. The benefits provided hereunder will be paid solely from the general assets of the Employer or Participating Employer. Nothing herein will be construed to require the Employer, Participating Employer or the Plan Administrator to maintain any fund or segregate any amount for the benefit of any Participant, and no Participant or other person shall have any claim against, right to, or security or other interest in any fund, account or asset of the Employer or Participating Employer from which any payment under the Plan may be made.

15.4 Governing Laws and Jurisdiction and Venue. The Plan shall be construed and enforced according to the laws of the state of Pennsylvania, to the extent not preempted by federal law which shall otherwise control. Exclusive jurisdiction and venue of all disputes arising out of or relating to this Plan shall be in any court of appropriate jurisdiction in the state of Pennsylvania.

15.5 Severability. If any provision of the Plan is held invalid or unenforceable, its invalidity or unenforceability shall not affect any other provision of the Plan, and the Plan shall be construed and enforced as if such invalid or unenforceable provision had not been included herein.

15.6 Construction. The captions contained herein are inserted only as a matter of convenience and reference, and in no way define, limit, enlarge or describe the scope or intent of the Plan, nor in any way shall affect the Plan or the construction of any provision thereof. Any terms expressed in the singular form shall be construed as though they also include the plural, where applicable, and references to the masculine, feminine, and the neuter are interchangeable.

15.7 Titles. The titles of the Articles and Sections hereof are included for convenience only and shall not be construed as part of this Plan or in any respect affecting or modifying its provisions. Such words in this Plan as "herein," "hereinafter," "hereof" and "hereunder" refer to this instrument as a whole and not merely to the subdivision in which said words appear.

15.8 Expenses. All expenses incurred in establishing and operating the Plan, including, without limiting the generality of the foregoing, legal fees, accounting fees, administrative expenses and the like, shall be paid by the Employer or Participating Employer.

ARTICLE XVI

Participating Employers

16.1 Adoption of the Plan. This Plan may be adopted by a Participating Employer, provided that such adoption is with the approval of the Employer. Such adoption shall be by resolution of the Participating Employer's governing body.

16.2 Administration. As a condition to adopting the Plan, and except as otherwise provided herein, each Participating Employer shall be deemed to have authorized the Plan Administrator to act for it in all matters arising under or with respect to the Plan and shall comply with such other terms arising under or with respect to the Plan and shall comply with such other terms and conditions as may be imposed by the Plan Administrator.

16.3 Termination of Participation. Each Participating Employer may cease to participate in the Plan or in any flexible benefits program with respect to its Employees or former employees by resolution of its governing body.

ARTICLE XVII

Effective Date

This plan document sets forth the terms of the Plan as in effect November 01, 2020.

IN WITNESS WHEREOF, the Employer has caused this document to be duly executed in its name and on its behalf as of the date set forth below.

Five Below, Inc.

By: _____
Date: _____

ATTEST:

EXHIBIT A

FIVE BELOW, INC.
PREMIUM CONVERSION AND HEALTH SAVINGS ACCOUNT
CONTRIBUTION PLAN BENEFIT OPTIONS

The following Benefit Options are Welfare Programs which shall be treated as part of the Plan pursuant to Section 6.1 and as defined in Section 2.3:

Welfare Programs

Medical Plan

Carrier's or Benefit Option Administrator's Name: Cigna Health and Life Insurance Company
Address: 900 Cottage Grove Road
Bloomfield, Connecticut 06002
(800) 997-1654
<http://www.cigna.com>

- Such other contracts as may, from time to time, replace any or all of the contracts listed above

Limited Medical Plan

Carrier's or Benefit Option Administrator's Name: Reliance Standard Life Insurance Company
Contract Number: BCM005818 / BEC005819
Address: 2001 Market Street, Suite 1500
Philadelphia, Pennsylvania 19103
(866) 375-0775
<https://www.reliancestandard.com>

- Such other contracts as may, from time to time, replace any or all of the contracts listed above

Dental Plan

Carrier's or Benefit Option Administrator's Name: Cigna Dental
Contract Number: 3342921
Address: 900 Cottage Grove Rd
Hartford, Connecticut 06152
(800) 244-6224
<http://www.cigna.com>

- Such other contracts as may, from time to time, replace any or all of the contracts listed above

Vision Plan

Carrier's or Benefit Option Administrator's Name: Cigna Health and Life Insurance Company

Contract Number: 3342921

Address: 900 Cottage Grove Road
Bloomfield, Connecticut 06002
(800) 997-1654
<http://www.cigna.com>

- Such other contracts as may, from time to time, replace any or all of the contracts listed above

Premium Conversion Plan

Carrier's or Benefit Option Administrator's Name: Five Below, Inc.

Address: 701 Market Street, Suite 600
Philadelphia, Pennsylvania 19106
(215) 546-7909

- Such other contracts as may, from time to time, replace any or all of the contracts listed above

Any other Benefit Option(s) which the Employer may make available hereunder in accordance with Section 125(f) of the Code.