

Ascensus ERISA 403(b) Plan Establishment Kit

Because delivering a
quality plan shouldn't
be a second job.

Getting started...

Thank you for choosing Ascensus, LLC to provide plan document services for your 403(b) qualified retirement plan. Please complete the following information to begin the document establishment process.

Important notes to consider...

■ **Deadline Change For First Year Plans**

Under the SECURE 2.0 Act, beginning with plan years starting after December 31, 2019, employers have until their tax return due date, **plus** extensions, to sign and adopt new 403(b) plans while still being allowed to make retroactive employer contributions for the prior taxable year. **NOTE: Only employer contributions can be funded and treated as being taxable for the prior tax year.**

■ **Auto-Enrollment**

Due to SECURE 2.0 Act updates, any 403(b) plan established on or after December 29, 2022 may be subject to mandatory auto-enrollment requirements for employers with more than ten employees. Please contact Ascensus if you feel auto-enrollment may be required for your plan.

■ **Long-Term Part-Time Employees**

Due to the SECURE Act of 2019 (or SECURE 1.0), effective for 2021 and later plan years, employers were required to track all employees' hours and permit employees who have satisfied the plan's minimum age requirement and who have worked 500 or more hours in three consecutive years, to make elective deferrals to the employer's plan. The SECURE 2.0 Act shortens the period for these long-term, part-time employees from three years to two, effective for 2025 and later plan years.

Please have this information ready before you start...

- Address
- EIN
- Email Address
- Employer Name
- Plan Name
- Phone Number

The following must be completed to prepare your plan documents...

- Contact Information Form with Plan Design Questionnaire (PDQ) and
- Document Service Agreement (DSA) must be completed to prepare your plan documents.

Collectively, these forms comprise the Plan Establishment Kit. Once you have completed this kit, please return it to Ascensus using one of the following delivery methods.

Email employerdirect@ascensus.com

Regular Mail

Ascensus DCS Unit
PO Box 577
Fort Washington, PA 19034

Express or Overnight Mail

Ascensus DCS Unit
575 Pinetown Road #577
Fort Washington, PA 19034

If you have any questions, please contact the Ascensus Document Compliance Service Team at 866-604-7402.

Next Steps...

1. Ascensus receives the completed Plan Establishment Kit and reviews the documents for accuracy and complete information. **If additional information is required, Ascensus will contact you or your financial advisor. The Plan Establishment Kit is not your executed plan document.**
2. After all information is received, Ascensus will process and upload the completed adoption agreement to our secure electronic signature website, Sertifi.
3. Once the adoption agreement and additional documents are uploaded to Sertifi, the primary signer and any additional signers will receive invitation emails requesting they review and electronically sign the documents. The financial advisor listed on the Contact Information Form also receives an invitation email. The invitation emails will come from services@sertifi.com.
4. The electronically signed adoption agreement and additional reference materials are the plan sponsor's executed plan documents. These documents can be printed or saved after all signatures are received.
5. Attachments will be provided containing the vendor information and an appendix. These forms are to be used by an Adopting Employer to specify the administrative responsibilities for the Plan that the Adopting Employer has specifically allocated to other parties to perform. Any administrative responsibility for the Plan that has not been specifically allocated to another party will continue to be solely the Adopting Employer's obligation. The Employer may change the allocation of administrative responsibilities on this Administrative Responsibility Appendix or complete a new Administrative Responsibility Appendix without the need for a Plan amendment.
6. The plan sponsor will also receive the following correspondence while establishing services:
 - A welcome email will be sent to the plan sponsor and financial advisor from Ascensus outlining services, contact information for Ascensus, and other helpful information. The welcome email will come from employerdirect@ascensus.com.
 - An invoice will be sent to the plan sponsor from our secure online payment management website, Billtrust. The invoice will contain the link, customer number, and enrollment token needed to create an account with Billtrust. The invoice will come from ascensus@billtrust.com and replies to this email address are not monitored.



Plan documents will not be processed if the Contact Information Form, within the PDQ or DSA is incomplete, unsigned, or illegible.

Contact Information Form

Financial Organization Information

Employer Primary Account Number <i>(financial organization account number)</i> NOTE: Account number is not required to process the PEK.	
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Employer Information

Employer Name (“Client”, as listed in DSA) <i>Examples: “ABC Company, Inc.” or “Jane Doe”</i>	
Plan Name (“Plan”, as listed in DSA) <i>Examples: “ABC Company, Inc. 403(b) Plan”</i>	
Legal Address of Employer <i>(P.O. Box is not accepted)</i>	
Mailing Address (if applicable)	
City, State, Zip	
Name of Primary Signer at Employer	
Title of Primary Signer	
Phone Number of Primary Signer	
Email Address of Primary Signer (Required)	

(This person is typically the business owner who will sign as Adopting Employer on the Adoption Agreement and is able to make plan document changes.)

NOTE: Plans will not be enrolled in the Ascensus pre-approved document service without a valid primary signer email address.

Additional Plan Contact at Employer

(Optional. This person will not sign the adoption agreement.)

Name of Additional Plan Contact	
Phone Number	
Email Address	

By signing this PDQ, I authorize Ascensus to provide information or documentation related to the employer or the plan to the Additional Plan Contact at Employer listed above, upon their request. I am responsible for providing written notification to Ascensus if the contact information changes or if I wish to revoke this designation.

Agent for Service of Legal Process

The Agent for Service of Legal Process is the individual who should receive legal paperwork if a claim is to be made against the plan (to be reflected in the summary plan description). If left blank, the primary signer listed in the employer information section above will be listed.

Name of Legal Agent	
Business Address (P.O. Box is not accepted)	
City, State, Zip	

Financial Advisor Information

Financial Organization Name	
Name of Financial Advisor	
Phone Number	
Email Address	

Secondary Financial Advisor
(Optional)

Name of Secondary Financial Advisor	
Phone Number	
Email Address	

By signing this PDQ, I authorize that Ascensus may provide information or documentation related to the employer or the plan to the financial advisor listed above according to Section 6.01 of the DSA. I am responsible for providing written notification to Ascensus if the contact information changes or if I wish to revoke this designation.

Client Service Associate
(Optional)

Name of Client Service Associate	
Phone Number	
Email Address	

By signing this PDQ, I authorize Ascensus to provide information or documentation related to the employer or the plan to the financial advisor's client service associate listed above, upon their request. I am responsible for providing written notification to Ascensus if the contact information changes or if I wish to revoke this designation.

Authorized Vendor
(Required)

An authorized vendor listed is approved to receive plan contributions. Please list any and all vendors used by the adopting employer. The vendor attachment specifies the annuity contract and custodial account vendors. You must complete or update this document to list all of the approved vendors of investment arrangements under the plan. Internal Revenue Service IRS requires that you keep a copy in your plan files. If additional authorized vendors are needed, please indicate in the comment section.

Authorized Vendor Name	
Authorized Vendor Website	
Representative's Name	
Phone Number	
Email Address	

Exchange Vendor
(Optional)

An Exchange vendor listed is not authorized to receive plan contributions. Notwithstanding the forgoing, the following Vendors have signed information sharing agreements with the employer and are authorized to receive exchanges from Participant Individual Accounts. You must complete or update this document to list all of the approved vendors of investment arrangements under the plan. Internal Revenue Service IRS requires that you keep a copy in your plan files. If additional exchange vendors are needed, please indicate in the comment section.

Exchange Vendor Name	
Exchange Vendor Website	
Representative's Name	
Phone Number	
Email Address	

Referred By
(Optional)

Please provide us with information about how you learned of our pre-approved plan document services.

- Financial Organization (*name of financial organization*) _____
- Financial Advisor _____
- Web
- Other (*please list*) _____

Plan Design Questionnaire

This Plan Design Questionnaire (PDQ) gathers information needed to prepare an Ascensus pre-approved plan document. Ascensus is the Pre-Approved Plan Document Provider for your qualified retirement plan. To establish or restate your qualified retirement plan document, follow the instructions below.

- Employer must complete the Contact Information Form, PDQ, and Document Service Agreement (DSA).
- Once Ascensus receives the completed forms, Ascensus will prepare the pre-approved plan document based upon the information provided in the PDQ.
- Ascensus will post the drafted documents to a secure website and will provide the employer with an email detailing how to access the site to retrieve the plan documents. All correspondence in connection with this service is conducted electronically.
- Upon receipt of the documents, the employer must confirm that the elections in the adoption agreement are correct, then sign and date the adoption agreement and all applicable amendments. (Ascensus recommends that the employer consult with a legal or tax advisor to review all plan selections—including any provisions defaulted to those frequently selected by employers, as further described later in this PDQ. Once the adoption agreement is signed, provisions can be changed only by a formal plan amendment.)
- The employer must return a copy of the signature documents to Ascensus.
- The employer should retain the original adoption agreement, basic plan document, summary plan description (if applicable), and all applicable plan amendments.
- Ascensus will provide future amendments to the pre-approved document through the secure website (whether the amendments are required by the IRS or requested by the employer).

Part I – Plan Design Information

1. Employer's Tax Year End (Month/Day) _____ / _____ (If no date is entered, your Tax Year End will be defaulted to December 31)
2. Type of Employer (**Required, select one only**)
 - Tax Exempt 501(c)(3)
 - Church-Related or Non-Qualified Church Controlled
 - Church or Qualified Church Controlled
3. a. Is the organization part of a controlled group of organizations or an affiliated service group? Yes No
If you selected "Yes,"
 - i) Will **all** members of the group be included in the Plan? Yes No
 - ii) If "no" is selected to 3(a)(i), will **any** members of the group be included in the plan? Yes No
If "Yes" is selected in 3.(a)(ii) above, only members of the controlled group or affiliated service group who are listed as a participating employer below and who sign a participating employer agreement, will participate in the plan.
- b. Non-Related Employers. Will an employer that is not part of a controlled group or affiliated service group with the adopting employer, be allowed to participate in the plan? Yes No

All participating employers will be subject to the provisions selected by the Adopting Employer or lead employer (in the case of a multiple employer plan).

Failure to include related employers of the adopting employer may cause a violation of the coverage testing rules under Code Section 410(b).

You should consult with your tax or legal adviser to determine whether your organization is part of a controlled group or an affiliated service group.

Name of participating employer #1 _____

Type of Employer

- Tax Exempt 501(c)(3)
- Church-Related or Non-Qualified Church Controlled
- Church or Qualified Church Controlled

Is this a new or existing participating employer? New Existing

Address _____

City _____ State _____ Zip _____

Phone _____ Federal Tax ID # _____ Tax year end _____

Name for authorized signer of related participating employer _____

Email for authorized signer of related participating employer _____

Name of participating employer #2 _____

Type of Employer

- Tax Exempt 501(c)(3)
- Church-Related or Non-Qualified Church Controlled
- Church or Qualified Church Controlled

Is this a new or existing participating employer? New Existing

Address _____

City _____ State _____ Zip _____

Phone _____ Federal Tax ID # _____ Tax year end _____

Name for authorized signer of related participating employer _____

Email for authorized signer of related participating employer _____

4. Employer Identification Number (EIN) _____ - _____ (Must be employer's Tax ID number – not a Social Security number)

NOTES:

Ascensus requires that a plan EIN, not a Social Security number, be used for plan identification. If you do not have an EIN for your plan, you can easily obtain one at no cost by accessing the IRS EIN website at <https://www.irs.gov/businesses/small-businesses-self-employed/apply-for-an-employer-identification-number-ein-online>.

The Internet EIN application is the preferred method for clients to apply for and obtain an EIN. Once the application is completed, the information is validated during the online session, and an EIN is issued immediately. The online application process is available for all entities whose principal business, office or agency, or legal residence (in the case of an individual), is located in the United States or U.S. Territories. The principal officer, general partner, grantor, owner, trustor, etc. must have a valid Taxpayer Identification Number (Social Security number, EIN, or Individual Taxpayer Identification Number) in order to use the online application.

Use IRS Form SS-4, Application for Employer Identification Number, to apply for an EIN. Form SS-4 is available at www.irs.gov (keyword "EIN").

5. Trust Identification Number (TIN) _____ - _____ (i.e., separate Trust ID number for the plan, if applicable)

NOTE: Only provide as needed. This is required if your plan assets will be held at a Trust. This is not the same as an EIN or SSN. Use IRS Form SS-4 application to apply for a TIN. Form SS-4 is available at www.irs.gov (keyword "Trust").

6. Internal Revenue Service (IRS) three-digit Plan Sequence Number (e.g., 001) _____ (If no number is entered, your Plan Sequence Number will be defaulted to "001")



If this is the first plan the employer has ever maintained, use 001. If this is a new qualified retirement plan, but not the employer's first qualified retirement plan, take the last plan sequence number used by the employer and add one. If this is a restatement or amendment of an existing plan, use the same plan sequence number on the prior adoption agreement or most recent Form 5500, as applicable. This number, in conjunction with the EIN, is used by the IRS and DOL to identify the plan.

7. **Plan Effective Date: Required, the employer must select A or B (and C, if applicable).**

Indicate below if this is a new plan or a restatement or amendment to an existing plan. A new plan is typically a start-up plan with no assets (i.e., a plan not moving from another brokerage or investment firm). A restatement or amendment is a takeover plan with existing assets.

A. **New Plan:** The plan's effective date is (Month/Day/Year) _____ / _____ / _____ (If option A is selected, and no date is provided, the effective date will be the first day of the first month of the employer's current tax year.)



The effective date cannot be earlier than the date the employer is established. For new startup plans making a nonelective contribution in the first year: the plan's effective date should be the first day of the tax year if 1) the employer wants to make a nonelective contribution in the first tax year, and 2) the employer chooses to use full-year compensation for employees who become eligible to enter the plan on the first day of the tax year. If the effective date is any day other than the first day of the tax year and the employer makes a nonelective contribution in the first tax year, only compensation earned as of the participant's actual entry date (which would be on or after the effective date) will be used for allocation purposes.

B. **Restatement or Amendment:** The initial plan adoption was effective on (Month/Day/Year) _____ / _____ / _____ (If option B is selected, a date is required, this date can be found on a prior plan document)

The restatement or amendment effective date will be 15 days after Ascensus receives this PDQ, unless a later date is indicated (Month/Day/Year) _____ / _____ / _____

C. **Frozen Plan:** Effective on (Month/Day/Year) _____ / _____ / _____ (If option C is selected, a date is required), this plan became a frozen plan. The employer will not make additional contributions to the plan after the date the plan was frozen.

NOTE: If the Frozen Plan box is checked and no date is provided, the adoption agreement will be drafted as a frozen plan with an effective date equal to the restatement or amendment effective date indicated above. If option C is selected, option A or B must also be selected.

Part II – Eligibility

8. Age: An employee must be at least 21 years of age to receive employer contributions in the plan, unless a different age is indicated:
 Age 18 Other _____ (Cannot be more than age 21. This limit may increase up to age 26 if the plan is for a certain educational institution, the plan has one year or less for an eligibility requirement and the plan requires 100% immediate vesting.)

There is no age requirement for elective deferrals.

9. Service: An employee must complete at least one year of eligibility service before being permitted to participate in the plan for purposes of employer contributions, unless a different eligibility service requirement is indicated below:
 No Eligibility Months _____ (cannot be more than 12 months) 2 years

NOTE: If more than one year is selected, the plan requires 100% immediate vesting.

There is no service requirement for elective deferrals.

10. Employees who meet the eligibility requirements be able to enter the Plan for the purpose of matching contributions, employer contributions and mandatory employee contributions, semi-annually unless a different selection is made below. (based on plan year)
 Annual Semi-Annually Quarterly Monthly Immediate Other _____

The entry date for elective deferrals will be immediate.

11. Will the age and months of service requirements above be waived for any of the following employees? (select all that apply)
- a. Employees employed on the effective date of the Plan (if a new plan)? Yes No
- b. Employees acquired through a merger or acquisition employed on _____ (Month/Day/Year) Yes No
The waiver applies to the following employees _____
- c. Employees employed as of _____ (Month/Day/Year) Yes No

If no option is selected, waivers will not apply.

12. All employees will be eligible to participate in the plan for the purpose of making elective deferrals except (Select any that are applicable.)
- Employees who participate in a 401(k) plan of the employer
- Employees who participate in another 403(b) plan of the employer
- Employees who participate in a 457(b) eligible governmental plan of the employer
- Employees who do not wish to defer at least \$200 per year
(If this option is selected, the Plan will be responsible for documenting that all potential participants have been informed of this requirement and for evaluating completed enrollment forms for the ability to meet this requirement.)
- Nonresident aliens
- Employees who are students of the employer if the employer is an educational organization
- Employees who normally work less than 20 hours per week*
(If this option is selected, the Plan will be responsible for monitoring this requirement on an annual basis according to the 403(b) regulations and ERISA.)

The categories listed above are the only classes that can be excluded for purposes of elective deferrals.

***Eligibility service must be calculated using actual hours worked if this exclusion is selected.**

13. All employees who satisfy the plan's age and months of service requirements will be eligible to participate in the Plan for the purpose of matching contributions and nonelective contributions, if applicable, except (*Select all that are applicable.*)
- Employees who participate in a 401(k) plan of the employer
 - Employees who participate in another 403(b) plan of the employer
 - Employees who participate in a 457(b) eligible governmental plan of the employer
 - Employees who do not wish to defer at least \$200 per year
(*If this option is selected, the Plan will be responsible for documenting that all potential participants have been informed of this requirement and for evaluating completed enrollment forms for the ability to meet this requirement.*)
 - Nonresident aliens
 - Employees who are students of the employer if the employer is an educational organization
 - Employees who normally work less than 20 hours per week*
(*If this option is selected, the Plan will be responsible for monitoring this requirement on an annual basis according to the 403(b) regulations and ERISA.*)
 - Employees employed on a daily or as-needed basis
 - Union employees
 - Employees who became employees as a result of an acquisition, disposition, or other business transaction
 - Other (*a part-time/seasonal/temporary employee is not excludable*)** _____

*Eligibility service must be calculated using actual hours worked if this exclusion is selected.

**Could result in coverage test issues under IRC 410(b), which may require additional tests and employer contributions.

Part III – Employee Contributions

Pretax and Roth Elective Deferrals

14. Pre-Tax elective deferrals will be permitted.

If this is a restatement and amendment, are pretax elective deferrals being offered for the first time?

Yes No **NOTE:** *If no election is selected, "No" will apply*

15. Roth elective deferrals will be permitted, unless selected below.

No, Roth elective deferrals will not be permitted

NOTE: *if "No" is elected, per Secure 2.0 section 603, certain individuals may not be allowed to make catch-up contributions.*

Are Roth elective deferrals being permitted for the first time?

Yes No **NOTE:** *If no election is selected, "No" will apply.*

Automatic Enrollment

You must provide a written notice about the automatic enrollment feature to each eligible employee within 30 to 90 days before their automatic enrollment and 30 to 90 days before the start of each plan year. If you select the automatic enrollment feature, Ascensus will provide a sample notice, based on the enrollment type, with the plan document package. The SECURE 2.0 Act requires 403(b) plans established after 1/29/2022 to include an Eligible Automatic Contribution Arrangement (EACA) unless an exception is met. *Once you normally have more than 10 employees you are required to add EACA to your plan no later than 1 year after the close of the first taxable year that you exceed 10 employees (i.e., if you normally have more than 10 employees during 2025, you would need to amend to add EACA by 1/1/2027).

**For a new business, once in existence for 3 or more years, you are required to add EACA.

16. For new plans, unless otherwise elected below, if the plan permits elective deferrals, an Eligible Automatic Contribution Arrangement (EACA) will apply. An automatic pre-tax elective deferral of 3% will apply to all new employees who meet eligibility requirements on or after the effective date of the Plan, regardless of when they were hired, and current employees who have met the eligibility requirements prior to the effective date of the Plan and are not currently contributing participants (e.g., deferring 0%). For those employees automatically enrolled under the EACA, an automatic elective deferral increase of 1% up to a maximum of 10% will occur annually on the first day of each plan year. All automatically enrolled Participants will be entitled to request a distribution of their Individual Account attributable to Elective Deferrals and the earnings attributable to such Elective Deferrals 90 days following the date the first automatic contribution was made.
- The EACA assumption above will not apply.

If you are a conversion plan with an existing automatic enrollment feature or a new plan electing an Eligible Automatic Contribution Arrangement (EACA) different than the above, or a Qualified Automatic Contribution Arrangement (QACA), please complete the Options for Amending to Add Automatic Contribution Arrangement, Eligible Automatic Contribution Arrangement, or Qualified Automatic Contribution Arrangement available online at: dcs.ascensus.com/Employer-Direct/forms.

Part IV – Employer Contributions

Check the box for the applicable employer contributions below and complete the question. Skip all employer contributions sections that are not applicable for your plan.

ACP Safe Harbor Contributions

17. Will the ACP test safe harbor provisions apply to this plan?

- Yes No **NOTE:** If no election is selected, “No” will apply

If yes, answer the remainder of question 15.

Which of the following ACP test safe harbor contributions will be made each plan year? (select one)

- Safe Harbor Matching Contribution – the basic matching contribution equal to 100% of the participant’s elective deferrals that do not exceed 3% of the participant’s compensation plus 50% of the participant’s elective deferrals between 3% and 5% of the participant’s compensation.
- Safe Harbor Nonelective Contribution – a nonelective contribution to each eligible participant, whether or not they defer into the plan, in an amount equal to _____% (not less than 3% of the participant’s compensation).

NOTE: If no ACP test safe harbor contribution election is indicated, the safe harbor matching contribution will apply. ACP Safe harbor contributions are 100% vested.

Will you make an additional discretionary ACP Safe Harbor Matching Contribution?

- Yes No **NOTE:** This question only applies if you answered yes to question 15. If no election is selected, “No” will apply.

NOTE: This additional contribution is not required. If selected, you may not contribute matching contributions on elective deferrals that exceed 6% of compensation. The total discretionary matching contribution cannot exceed 4% of compensation.

Additional ACP Safe Harbor Matching Contributions will vest based on the schedule in question 18. Please complete question 18.



A safe harbor feature generally may only be added at the beginning a plan year, unless adding a safe harbor nonelective contribution. Effective for 2020 plan years and later, a safe harbor nonelective contribution may be added to a plan during the plan year.

If the Plan is currently ACP Safe Harbor and you are making changes to this provision before the beginning of your next plan year, please note that 1) certain provisional changes could cause the Plan to lose its safe harbor status for the entire plan year, and 2) some provisional changes require additional criteria the employer needs to satisfy in order to retain safe harbor status of the Plan (i.e., providing an updated safe harbor notice, Summary Plan Description, allowing employees to make deferral election changes). Please consult with your tax or legal advisor, or contact your Ascensus representative for further information.

If an ACP matching safe harbor feature is selected, the employer must provide a written notice about the ACP matching safe harbor feature to eligible employees within 30 to 90 days before the first day of the plan year. Ascensus will provide a sample notice with the plan document package. If you need a sample notice sooner, please contact Ascensus.

Matching Contributions

18. Matching contributions will be **discretionary** - the employer will determine the amount, if any, each plan year using a **uniform percentage** unless a different selection is made below.

- Discretionary – the employer will determine the amount, if any, of the matching contribution each plan year based on a flat dollar amount on behalf of each qualifying participant’s elective deferrals.
- Matching contributions will be made at a rate of _____% of the participant’s elective deferrals that do not exceed _____% of compensation.

NOTE: If no matching contribution election is indicated, matching contributions will be discretionary based on a uniform percentage. If you make a matching contribution based on a discretionary formula, you must provide the plan administrator instructions on how the formula is to be allocated to participants and the match computation period used to calculate the match. In addition, a summary of these instructions must be communicated to each participant receiving the match no later than 60 days after the date on which the last discretionary matching contribution is made to the Plan for the plan year.

19. Matching contributions will vest according to the following schedule unless there is an eligibility requirement greater than one year, in which case 100% immediate vesting is required. (select one)

Years of Service	<input type="checkbox"/> Option 1	<input type="checkbox"/> Option 2	<input type="checkbox"/> Option 3	<input type="checkbox"/> Option 4 (Complete if chosen)
0	100%	0%	0%	_____ %
1	100%	0%	0%	_____ %
2	100%	0%	20%	_____ % (not less than 20%)
3	100%	100%	40%	_____ % (not less than 40%)
4	100%	100%	60%	_____ % (not less than 60%)
5	100%	100%	80%	_____ % (not less than 80%)
6	100%	100%	100%	100%

NOTE: If no vesting option is selected, Option 1 will apply.

Nonelective Contributions

20. Nonelective contributions will not be allowed in the plan unless selected below.

- Yes, nonelective contributions will be discretionary and allocated pro rata unless an integrated formula is elected below.
 Yes, Integrate nonelective contributions with Social Security.

21. Nonelective contributions will vest according to the following schedule unless there is an eligibility requirement greater than one year, in which case 100% immediate vesting is required. (select one)

Years of Service	<input type="checkbox"/> Option 1	<input type="checkbox"/> Option 2	<input type="checkbox"/> Option 3	<input type="checkbox"/> Option 4 (Complete if chosen)
0	100%	0%	0%	_____ %
1	100%	0%	0%	_____ %
2	100%	0%	20%	_____ % (not less than 20%)
3	100%	100%	40%	_____ % (not less than 40%)
4	100%	100%	60%	_____ % (not less than 60%)
5	100%	100%	80%	_____ % (not less than 80%)
6	100%	100%	100%	100%

NOTE: If no vesting option is selected, Option 1 will apply.

Part V – Distributions

22. If a terminated participant does not elect a distribution option, the vested balance will be paid out of the plan in a single lump sum if the vested account balance is \$1,000 or less, unless otherwise elected below:

- \$5,000 **NOTE:** A cashout level exceeding \$1,000 will subject the Plan to the automatic rollover requirements of Code section 401(a)(31)(B). (The cashout dollar limit has increased from \$5000 to \$7000 under the SECURE 2.0 Act of 2022, effective for distributions made after December 31, 2023.)
- Not Applicable **NOTE:** If selected, you may skip to Question 22. The value of the vested portion of the Participant's Individual Account must remain in the Plan until the Participant is entitled to, and provide consent before, a distribution.

Rollover Contributions will be included in the determined value of a Participant's Vested Individual Account, unless otherwise elected below:

- Rollovers will not be included.

23. Will an employee be entitled to request a hardship distribution of their individual account? (select one)

- Option 1:** Yes, with respect to the following contributions (select all that apply):
- Pre-Tax Elective Deferrals.
 - Roth Elective Deferrals.
 - Employer Nonelective Contributions held in Annuity Contracts.
 - Matching Contributions held in Annuity Contracts
 - Qualified Nonelective Contributions held in Annuity Contracts.
 - Safe Harbor/QACA Safe Harbor Contributions held in Annuity Contracts.

- Option 2:** No.

Part VI – Other Plan Elections

24. The matching contribution computation period applicable to matching contributions will be *(Select one. If matching contributions are not available under the plan, select "Not applicable")*:

- The employer's payroll period
- Monthly
- Quarterly
- Semi-Annually
- Annually
- Not applicable

NOTE: *If matching contributions are made more frequently than the matching contribution computation period, the employer will recalculate the matching contribution based on the compensation earned, and elective deferrals (and/or nondeductible employee contributions, if applicable) made, over the entire matching contribution computation period. The matching contribution computation period will apply to all matching contributions made on account of elective deferrals (and/or nondeductible employee contributions, if applicable) (including ACP test safe harbor contributions). If no option is selected above, your plan will be prepared with a match computation period of annually.*

25. Loans are not permitted from the plan, unless indicated.

- Yes, loans are permitted from the plan.

26. The plan intends to meet the requirements of ERISA Section 404(c) unless elected below.

- No, the plan does not intend to meet the requirements of ERISA Section 404(c).



Providing that an employer meets the requirements of ERISA Section 404(c) and prudently selects a sufficiently broad range of investment alternatives for its participants, the employer may shift the responsibility for investment selection directly to the participants and beneficiaries and may be absolved of any liability for the performance of the investments selected by the participants or beneficiaries. If the employer intends to have the plan meet the ERISA Section 404(c) requirements, the employer must ensure that it takes the appropriate steps to comply with ERISA Section 404(c). This includes, but is not limited to, providing applicable notices and education to participants and beneficiaries.

Additional Comments/Notes

Use this section to provide any additional information that will assist us in preparing the plan document *(attach additional page(s) if necessary)*.

Plan Design Assumptions

In addition to the choices made on the prior pages, the following plan provisions will apply to your plan. If you require any changes to the following assumptions, please contact Ascensus to discuss options available.

Plan Design

Participating Employers. If a related or unrelated employer participates in the plan that the provisions selected by the Adopting Employer or lead employer (in the case of a multiple employer plan) will apply to those adopting employers.

Eligibility

Eligibility Computation Period. The initial eligibility period is from the date of hire to the first anniversary of that date. Once that initial period is completed, if an employee has not met the plan's eligibility requirements the eligibility period will switch to the plan year.

Eligibility Requirements. All employees must satisfy the requirements to become eligible. A year of eligibility service means an eligibility computation period in which an employee completes 1,000 hours of service. To avoid a break in eligibility service, a participant must exceed 500 hours of service.

Entry Dates. If an eligibility waiver date is selected in Part II eligibility, the waiver will apply to all employees as noted in the waiver who are not in an excluded class. The waiver will apply to all contribution sources in the plan and the waiver date will be an additional entry date.

Long Term Part Time Employees Eligibility. Employers are required to track all employees' hours and permit employees who have satisfied the plan's minimum age requirement and who have worked 500 or more hours in two consecutive years, to make elective deferrals to the employer's plan. A long-term, part-time employee will be eligible to become a participant in the plan for purposes of elective deferrals.

Rehire Hold-out Rule. The plan will not apply the rehire hold-out rule, which requires a participant who terminates employment, incurs a break in service, and is later rehired to complete the plan's eligibility service requirements again before they will receive credit for eligibility service that accrued prior to their termination of employment.

Contributions

ACP Testing Method. For purposes of ACP testing, the prior-year testing method will be used unless the employer has elected to make ACP safe harbor contributions, in which case the current-year testing method will apply. If this is not a successor plan, for the first plan year that the plan permits elective deferrals, nondeductible employee contributions, or matching contributions, the ACP for non-highly compensated employees shall be 3%.

ACP Safe Harbor Contributions. If elected, safe harbor contributions will be made to this plan on behalf of all eligible participants. The employer will not make additional ACP test safe harbor contributions.

Automatic Enrollment. If a participant made an affirmative deferral election, and therefore was not automatically enrolled into the plan, their deferral election will not expire. In addition, only participants who are automatically enrolled will be subject to an automatic increase each year, if one applies.

Mid-Year and Retroactive Adoption of ACP Safe Harbor. If this is a restated plan, the ability to adopt an ACP safe harbor contribution mid-year or retroactively does not apply.

Age 50 Catch-up Contributions. All employees who are eligible to make elective deferrals under the Plan and who reach age 50 before the close of the plan year will be eligible to make catch-up contributions.

Special 403(b) Catch-up Contributions. Special 403(b) catch-up contributions for participants that have 15 or more years of service with a qualifying organization (schools, hospitals, church-related organizations and certain health and welfare service organizations) will not be allowed in this Plan.

Benefit Accrual. Employees who cannot be reemployed because of death or disability incurred while performing qualified military service will not be considered reemployed under USERRA. These employees will not be entitled to benefit accruals for the time they were providing military service or for the plan year in which the death or disability occurred.

Effective Dates for Elective Deferrals. If this is a new plan or if this is an amendment that is adding an elective deferral option (either pretax or Roth), the effective date for elective deferrals is the next payroll date coinciding with or following the later of 1) the date the adoption agreement is signed, or 2) the plan effective date provided. The date specified for pretax elective deferrals must either be the same date or an earlier date than that selected for Roth deferrals.

Excess Elective Deferrals. Employees who wish to receive a distribution of excess elective deferrals made in the prior year must submit their claims to you by March 1.

Forfeitures. Forfeitures of matching, nonelective, and excess aggregate contributions may always be used to pay plan expenses. Any forfeitures remaining after plan expenses will be applied to reduce employer contributions.

In-Plan Roth Rollovers. Direct in-plan Roth rollovers are permitted in the plan. Participants will be permitted to make in-plan Roth rollovers from all contribution sources at any time. Participants will not be required to be 100% vested in the contribution source to request an in-plan Roth rollover, an outstanding participant loan amount will not be included in an in-plan Roth rollover, and participants will not be limited to a maximum number of in-plan Roth rollovers they may complete.

The distribution events that apply to the contribution account from which a direct in-plan Roth rollover originated will apply to that corresponding direct in-plan Roth rollover account.

Limitations on Allocations. If a participant is covered under another Code Section 403(b) plans of the Employer, other than a Code Section 403(b) Preapproved plan, the provisions of plan section 3.11(C)(2) and (3) will apply as if the other plan were a Code Section 403(b) Preapproved plan.

Limits on Elective Deferrals. A participant may defer any dollar amount or percentage of compensation up to the limits permitted by laws and regulations.

Mandatory Employee Contributions. Mandatory employee contributions will not be permitted.

Matching Contributions. If you selected matching contributions, they will be made with respect to elective deferrals and catch-up contributions only. Additional supplemental matching contributions will not be permitted.

Nondeductible Employee Contributions (After-tax). Nondeductible employee contributions will be permitted.

Nonelective Contribution Formula. The employer may contribute an amount to be determined from year to year. The discretionary amount will be allocated using the same formula for all participants and cannot vary by location or business classification. If the integrated allocation formula is selected, the integration level will be 100% of the taxable wage base. Nonelective contributions to non-highly compensated disabled participants will not be permitted.

Qualified Nonelective Contributions (QNEC). You may only make a QNEC to correct ACP testing failures if you meet the requirements to correct a failure using a QNEC.

Additional Conditions for Receiving Matching or Nonelective Contributions. A participant who is employed on the last day of the plan year or works at least 500 hours will be eligible to receive an employer matching contribution.

Rollovers. The plan will accept direct or indirect rollover contributions of pre-tax, Roth and nondeductible employee contributions, as applicable, from a qualified retirement plan described in Internal Revenue Code Section (IRC Sec.) 401(a) or 403(a), a 403(b) plan, and an eligible governmental 457(b) plan. The plan will accept rollover contributions only from employees who are not in an excluded class. In addition, the plan will accept rollover contributions of pretax amounts from a Traditional IRA, direct rollover contributions of Roth assets, indirect rollover contributions of earnings on Roth Elective Deferrals, and rollovers from lifetime income investment distributions. The rollover contribution of a qualified birth or adoption distribution or federally declared disaster distribution taken from another employer's plan is not permitted. An employee may not make plan-to-plan transfer contributions.

Roth Elective Deferrals. Roth elective deferrals are permitted in this plan and unless noted, the term "elective deferral" includes both pretax elective deferrals and Roth elective deferrals.

Separate Deferral Election for Bonuses. The participant's deferral election will apply to bonuses unless bonuses are excluded from the definition of compensation. Participants may not make a separate deferral election solely for bonuses.

Vesting. All of a participant's years of service with the employer will be counted to determine a participant's years of vesting service. A year of vesting service means a plan year during which the participant completes 1,000 hours of service. A participant must exceed 500 hours of service to avoid a break in vesting service. A participant will be fully vested upon attainment of normal retirement age, plan termination, complete discontinuance of employer contributions, death, disability (including disability while performing military service if unable to be reemployed), or early retirement age. The plan will not apply the rehire hold out rule.

Distributions and Loans

2020 Required Minimum Distribution Payment Election. If a participant or beneficiary had the choice to receive or remove their 2020 RMD or extended 2020 RMD but did not elect to do so, such amount was retained within the plan.

Distributable Events. A participant's vested balance will be available for distribution when the participant terminates employment, attains age 59½, incurs a disability, dies, attains normal retirement age, or upon plan termination. A participant may withdraw their rollover assets at any time. Qualified birth or adoption distributions and withdrawals of elective transfer contributions will not be permitted.

Distribution Options for Military Personnel. Qualified reservists can take a distribution of their elective deferrals. Participants who are performing qualified military service and are deemed to have severed their employment may take a distribution of elective deferrals, QNECs, and QMACs, as applicable. In addition, participants on active military duty for at least 30 days may take a distribution of their elective deferrals.

Distributions Processing. Distributions will be processed as soon as administratively feasible following the date the participant requests a distribution.

Forms of Distributions. Participants may take distributions in one or more of the following forms of payment: 1) in a lump-sum payment, 2) in a partial payment, 3) in installment payments, or 4) they may apply the distribution towards the purchase of an annuity contract. The Safe Harbor Provisions of the Retirement Equity Act will apply to the plan. For married participants, spousal consent may be required for certain distributions.

Hardship Distributions. Hardship distributions of elective deferrals will be restricted to the safe harbor expenses, which are 1) medical care, 2) purchase of a principal residence, 3) tuition, 4) prevention of eviction or foreclosure, 5) funeral or burial expenses, 6) casualty losses, and 7) expenses and losses (including loss of income) incurred by the employee on account of a disaster declared by the Federal Emergency Management Agency (FEMA). If an employee takes a hardship distribution it will include earnings, a six month

suspension on elective deferrals will not apply and employees will not be required to take a plan loan or satisfy any other conditions before receiving a hardship distribution. Hardship distributions of matching, nonelective, or safe harbor contributions held in an annuity contract are available to participants when there is an immediate and heavy financial need. This includes, but is not limited to, the safe harbor reasons listed above. The plan will not permit hardship distributions on account of a hardship incurred by the participant's primary beneficiary.

Additional conditions for hardship- no additional conditions for hardship distributions will apply.

Permissible Withdrawals of EACA or QACA Elective Deferrals. If EACA or QACA applies, a participant who was automatically enrolled will be allowed to withdraw their EACA or QACA elective deferrals and earnings attributable within 90 days following the date the first automatic contribution was made. **Required Beginning Date.** For purposes of determining when required minimum distributions must begin under the Plan, the required beginning date is the later of the April 1 of the calendar year following the calendar year in which a participant reaches age 73 (age 70½ if the participant attained age 70½ before 1/1/2020, and age 72 if the participant turned age 72 after 12/31/2019 but before 1/1/2023) or retires, except that distributions to a five-percent owner must begin by April 1 of the calendar year following the calendar year in which the participant reaches age 73 (age 70½ if the participant attained age 70½ before 1/1/2020, and age 72 if the participant turned age 72 after 12/31/2019 but before 1/1/2023).

Birth Date

June 30, 1949 or Earlier

July 1, 1949 through and including December 31, 1950

January 1, 1951 and Later

Age to begin RMDs

Age 70½

Age 72

Age 73

Other Plan Elections

Compensation. For contribution purposes, compensation will be defined as W-2 compensation. Compensation will include deferrals under cafeteria plans, qualified transportation fringe benefit plans, 401(k) plans, salary deferral SEP plans, and 403(b) tax-sheltered annuity plans. The compensation measuring period will be the plan year and will include only compensation from the time the employee became a plan participant. Compensation will not include any deemed IRC Sec. 125 compensation. A participant's regular compensation received within 2½ months after severing employment (or after the end of the limitation year, if later) will be included in the compensation definition. A participant's leave payments and deferred compensation received after severing employment will not be included as compensation. For any self-employed individual covered under the plan, compensation means earned income. Differential wage payments provided to individuals who are active duty members of the uniformed services will be included in compensation.

Early Retirement Age. An early retirement age provision will not apply.

Exclusion Year. The plan will not exclude employees who normally work fewer than 20 hours per week.

HCE Definition. In determining who is a highly compensated employee (HCE), the top paid group and calendar year data elections will not apply.

Hours of Service. Hours of service will be determined based on the actual hours for which an employee is paid or entitled to payment.

Investment Elections. Participants will be permitted to select investments for their entire account, choosing from the investment options available under the plan.

Normal Retirement Age. The normal retirement age will be age 59½.

Plan Year. The plan year end will coincide with the employer's tax year end.

Predecessor Service. For eligibility, vesting, or contribution allocation purposes, an employee will not receive credit for service with a predecessor employer.

Employer Agreement and Signature

1. I have read and understand the choices elected within this PDQ. The information provided in this PDQ and any ancillary information provided for the purposes of completing the plan documents are, to the best of my knowledge, correct and complete.
2. I represent that I am authorized to sign on behalf of the employer. (e.g., person legally authorized to act on behalf of the entity that established or is establishing the plan).
3. I understand that Ascensus does not provide legal nor tax advice and I have consulted with my legal and tax advisors regarding the plan and the PDQ. If there is a prior plan document, I understand that I am responsible for ensuring that appropriate protected benefits are preserved as required by the Internal Revenue Code. I also understand that Ascensus has not reviewed the prior document.
4. I agree to receive all pre-approved plan document communication by email and to notify Ascensus of any change in email address. I understand that failure to notify Ascensus of any email address change may result in the plan not receiving required IRS restatements or amendments and can result in the disqualification of the plan by the IRS. I also acknowledge that Ascensus may provide information or documentation related to me, the employer, or the plan to the financial advisor listed above. I am responsible for providing written notification to Ascensus if the contact information changes or if I wish to revoke this designation.
5. I understand that this PDQ is not an adoption agreement. Upon receipt of this PDQ, Ascensus will create an adoption agreement for my signature along with other materials, including the corresponding amendments and basic plan document. For a newly adopted plan, the adoption agreement and any applicable amendments must be signed by the end of the plan year in order to make a contribution for that plan year.
6. I understand that this PDQ must be submitted to Ascensus with a completed and signed DSA before my adoption agreement will be processed and delivered to me.
7. I understand that after the adoption agreement has been signed, future changes to plan provisions can be made only by a formal plan amendment.

Authorized Signature

Name

Date



Return the Contact Information Form, PDQ, and DSA to Ascensus using one of the following delivery methods.

Email employerdirect@ascensus.com

Regular Mail

Ascensus DCS Unit
PO Box 577
Fort Washington, PA 19034

Express or Overnight Mail

Ascensus DCS Unit
575 Pinetown Road #577
Fort Washington, PA 19034

Neither Ascensus nor any of its employees provide legal or tax advice. You must consult with your legal or tax advisor when making decisions about a retirement plan.

403(b) Document Service Agreement



This Document Service Agreement shall be effective on the date reflected in the Client signature section at the bottom of this agreement as provided by the Employer's signatory.

Employer Name ("Client") _____
(Examples: "ABC Company, Inc." or "Jane Doe")

Plan Name ("Plan") _____
(Examples: "ABC Company, Inc. 403(b) Plan" or "Jane Doe Retirement Plan")

This Agreement is made between Ascensus, LLC ("Ascensus") and Client and sets forth the terms and conditions pursuant to which Ascensus will provide services to the retirement plan known as the Plan, which is adopted by Client.

1. **EFFECTIVE DATE AND TERM.** The term of this Agreement will begin on the Effective Date and will continue in effect until terminated pursuant to Section 5.

2. SERVICES

2.01 General – Ascensus will provide to the Plan the services ("Services") set forth on Schedule A to this Agreement. Any additional services must be mutually agreed to in writing by the parties. Ascensus will perform the Services only for the Plan and only using data with respect to the Plan, even if there are other benefit plans related to the Plan. It is within Ascensus' sole discretion to reasonably modify Schedule A from time to time upon written notice to Client of such modifications. A detailed description of the specific responsibilities of Ascensus and Client is set forth on Schedule B to this Agreement. Ascensus and Client agree to perform the tasks for which it is responsible according to Schedule B. Any service or task not set forth on Schedule A or B is Client's responsibility. Ascensus will act only upon Client's instructions, which are provided to Ascensus either in writing or by mutually agreed upon electronic means. Ascensus will have neither access to Plan assets nor discretionary authority or control over the management of the Plan or Plan assets. Client is responsible for establishing the Plan, reviewing the Plan document, maintaining the qualified status of the Plan under the Employee Retirement Income Security Act ("ERISA") as amended, and federal tax law set forth in this Agreement, as applicable.

2.02 Plan Document Services –

- (a) Ascensus will provide pre-approved plan document services to Client using an Ascensus pre-approved plan document under the IRS mass submitter program 403(b) document. Client acknowledges that it is responsible for choosing the specific plan document that is appropriate for Client and taking all necessary actions to adopt the plan (e.g., adopting a board resolution if necessary, providing participant notices, and ensuring all administrative responsibilities for the Plan are performed within the recommended timeframes imposed by the IRS and DOL). Client acknowledges that Ascensus has provided no advice regarding the document used by Client, nor its provisions. Client acknowledges that it intends to use an Ascensus pre-approved plan document for which Ascensus acts as provider as that term is defined in the applicable IRS Revenue Procedures, and acknowledges and agrees that Ascensus' responsibilities as provider will automatically end upon the termination of this Agreement as set forth in Section 5.
- (b) In the event that Employer is converting to an Ascensus 403(b) document from another plan document, the Employer represents and warrants that the pre-existing plan(i) is tax favored under Internal Revenue Code Section 403(b) and is exempt from tax under Code Section 501(a), and that the plan has been amended for all legislative or regulatory changes; and (ii) has operated in compliance with all ERISA and Internal Revenue Code requirements, or Client has taken the appropriate steps necessary to correct any compliance failures. Client will provide Ascensus with accurate and reliable information as set forth in Ascensus' plan establishment materials. Ascensus will not review prior plan documents, prior administrative or recordkeeping work, or IRS and DOL filings or reporting performed by parties other than Ascensus for pre-existing plans. Ascensus will generate plan documents and perform the Services based solely on the information supplied by Client using the documents and information-gathering tools provided by or approved by Ascensus. Client acknowledges that it is responsible for reviewing the documents prepared by Ascensus prior to execution and is responsible for the accuracy and suitability of the same.
- (c) Client acknowledges that it will use the pre-approved plan documents as provided by Ascensus without modification to the pre-approved language. Any such modification will render the document an individually designed document for which Ascensus has no responsibility and is a violation of Ascensus copyright.
- (d) Client acknowledges that Ascensus is not a fiduciary. Ascensus will have no obligation to notify Client of any plan compliance failure except to its reasonable knowledge the failure of Client to timely amend its plan document for regulatory purposes. Client acknowledges and agrees that it is solely responsible for the completion and execution of the plan document and agrees that failure to timely update the plan may jeopardize the qualified status of the plan and result in adverse tax consequences.

- (e) Ascensus may rely upon the completeness and accuracy of all information provided to Ascensus by Client, and Ascensus will not be responsible for any errors, delays, or additional costs resulting from the receipt of incomplete, inaccurate, or untimely information from Client. No information with respect to the Plan known by a parent, subsidiary, or affiliate of Ascensus will be attributed to Ascensus or considered imputed knowledge of Ascensus.
- (f) Client acknowledges that it will follow the procedures set forth in the “Roles and Responsibilities” listed in Schedule B of this Agreement.
- (g) Ascensus may provide Client with access to the Plan’s information via email or secure electronic signature website. Client is responsible for installing the necessary hardware and software, as determined by Ascensus if needed.

3. FEES AND EXPENSES. Ascensus will receive document service fees (“Fees”) set forth on Schedule C to this Agreement.

Ascensus will be entitled to charge reasonable interest on any past-due Fees. Ascensus may discontinue providing any or all of the Services if Client fails to pay all Fees when due. Fees billed are nonrefundable and will not be prorated if Client commences or terminates Services during the year. Fees may be subject to state and local taxes. Fees are to be paid for the year in which the pre-approved plan document services are established, and then prospectively on an annual, calendar-year basis in January thereafter. Ascensus reserves the right to modify the Fees and the timing of such Fees upon not less than 90 days written notice to Client. Client shall be responsible for Fees if the termination of services’ effective date carries into a subsequent calendar year (60 days after written notice, as outlined in Section 5.01(a)). If Client terminates any of the Services before Ascensus completes a plan document, Ascensus reserves the right to charge a \$50 cancellation fee for work performed. If Client elects to pay the Fees from Plan assets, Client acknowledges that it is responsible for ensuring that the plan documents, and applicable laws, rules and regulations permit the payment of the Fees out of the Plan’s assets. Client agrees to responsibility of all fees as outlined in this Agreement.

4. INDEMNIFICATION AND LIMITATION OF LIABILITY

- (a) Client will be liable for and indemnify Ascensus, its officers, directors, shareholders, employees, parents, subsidiaries, affiliates and agents (collectively, the “Indemnitees”) against, any and all expenses, costs (including defense costs and reasonable attorneys fees), liabilities, damages, claims and losses (collectively, “Damages”) suffered or incurred by an Indemnitee to the extent based on or arising out of a breach of any of Client’s representations, warranties, or covenants set forth in this Agreement, or Client’s negligence or willful misconduct, or any claim or action with respect to the services.
- (b) NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, ASCENSUS WILL NOT BE LIABLE TO CLIENT FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SIMILAR DAMAGES, INCLUDING LOST REVENUE, LOST PROFITS AND LOST OR DAMAGED DATA, EVEN IF ASCENSUS WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- (c) NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, IN NO EVENT WILL ASCENSUS’ AGGREGATE LIABILITY UNDER THIS AGREEMENT FOR ALL DAMAGES PERMITTED UNDER THIS AGREEMENT EXCEED THE ANNUAL SERVICE FEE PAID BY CLIENT TO ASCENSUS DURING THE 12 MONTHS BEFORE ASCENSUS RECEIVES WRITTEN NOTICE OF THE FIRST DAMAGES CLAIM. THIS LIMITATION ON ASCENSUS’ LIABILITY FOR PERMITTED DAMAGES WILL NOT APPLY TO PERMITTED DAMAGES CAUSED BY ASCENSUS’ FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.
- (d) Upon Client’s receipt of any reports or written communications from Ascensus or a third party acting on Ascensus’ behalf, Client must notify Ascensus in writing of all inaccuracies and errors reflected in such reports or communications, with a complete description of the inaccuracies or errors, within 30 days after Client’s receipt of such report or communication. After 30 days, the information provided in such reports and communications will be deemed correct, and Ascensus will have no responsibility for any inaccuracies or errors that may exist, including any responsibility to correct any records or to make the Plan or the affected participants whole for any investment losses or any other consequences resulting from such inaccuracies or errors.
- (e) If applicable, the following terms and conditions will apply to Automated Clearing House (ACH) process for payment of fees. Client appoints and authorizes Ascensus to transmit Client’s ACH instructions to one or more clearing brokers or similar parties selected by Ascensus and to take such other actions as are necessary to effect ACH transactions for the Plan. Client acknowledges and agrees that such appointment and authorization shall in no way confer upon Ascensus the status of Ascensus as plan administrator or other fiduciary for the Plan as those terms are defined in ERISA, as amended, or otherwise. Submission of data to Ascensus constitutes Client’s representation and warranty that: (i) there are sufficient funds in the appropriate account to complete the ACH transaction, and (ii) the data submitted to Ascensus is accurate. Client must notify Ascensus promptly after its receipt of a communication related to ACH if the communication contains an error. Client assumes all responsibility and liability for any delays or failures to process an ACH transaction, or any incorrect processing, which may occur as a result of its submission of untimely, incorrect, or incomplete data, or as a result of the lack of sufficient funds in the account specified by Client to be used for ACH processing.
- (f) **Error Resolution Procedures** – If Client believes there is an error related to an ACH transaction initiated from its account pursuant to Subsection (e) above, Client must notify Ascensus immediately by contacting the Ascensus client support team and providing relevant details of the error, including the transaction date, amount, and description of the error. Client must notify Ascensus of any errors within 60 days from the date the transaction appeared on the account statement. Once notified, Ascensus will investigate the error and work to resolve it as quickly as possible.

Client has the right to revoke its authorization for ACH transactions for the account at any time. To do so, Client will notify Ascensus of its decision to revoke the authorization by removing payment information from the Billtrust website: <https://ascensus.billtrust.com>. Revoking authorization will be effective for future ACH transactions, but it will not affect transactions that have already been processed. To prevent further ACH transactions, Client will provide notice by following these instructions at least 15 days before the next scheduled ACH transaction.

Ascensus will retain records related to Client's ACH transactions and its authorization for the duration required by applicable laws and regulations. Client may request copies of these records by contacting client support.

5. TERMINATION

5.01 Events of Termination – This Agreement may be terminated

- (a) by either party upon at least 60 days prior written notice to the other party (see Section 3., Fees and Expenses, for Fee considerations);
- (b) by either party immediately if the other party commits a material breach of this Agreement and does not cure such breach within 30 days after receiving written notice of the breach from the nonbreaching party; or
- (c) by Ascensus immediately upon notice if Client is administering or operating the Plan in a manner inconsistent with the plan documents, or if Client engages in activities which Ascensus reasonably believes to be illegal or a violation of Ascensus' intellectual property rights.

5.02 Termination of the Plan –

- (a) **Duties of the Client** – Upon termination of the Plan, Client will promptly notify Ascensus of the effective date of such termination.
- (b) **Ascensus Services** – During the term of this Agreement, if Client causes or permits the Plan to terminate, Ascensus, upon Client's written request, will provide the most current plan document termination amendment. Ascensus' receipt of an executed termination amendment will constitute Client's 60-day written notice of pre-approved plan document service termination for the Plan or Client listed on the termination amendment.

5.03 Pre-Approved Status upon Termination – If this agreement is terminated for any reason by either party, Client acknowledges that upon termination, Ascensus will cease to act as the provider for the pre-approved plan document(s). Any such document will be an individually designed document for which Ascensus has no responsibility. Ascensus will provide no further amendments or support the document in any way upon such termination. Client acknowledges and agrees that it is solely responsible for the plan document and agrees that failure to update the Plan may jeopardize the Plan's qualified status and result in adverse tax consequences.

6. OTHER PROVISIONS

6.01 Confidential Information – Any confidential information provided by Client to Ascensus for use in connection with Ascensus' performance of its obligations pursuant to this Agreement (the "Confidential Information") shall be deemed to be the confidential and proprietary information of such disclosing party. Ascensus will use the same degree of care in its handling of the Confidential Information as it uses with regard to its own proprietary information to prevent unauthorized or inadvertent disclosure, use or publication of the Confidential Information. Except as otherwise permitted by this Agreement, the Confidential Information will only be divulged to and used by Ascensus' employees, agents and subcontractors with a need to know, and may be disclosed as required or permitted by law, regulation, order of a court or regulatory authority. Ascensus will instruct its employees, agents or subcontractors not to divulge, use or publish any Confidential Information except in accordance with the terms of this Section 6.01.

Client acknowledges that Ascensus may release any information or documentation related to Client or the Plan as requested by Client financial advisor or broker of record. Ascensus may provide information about the Plan to other Plan representatives or designees only as designated by Client in writing. Client will promptly notify Ascensus in writing of any changes to the financial advisor's or other representative's contact information or affiliation to the Plan. Ascensus may release any information or documentation related to Client or the Plan as requested by the Plan's Trustee and Custodian, the IRS, the DOL, or any other regulatory or judicial authority as required by law.

6.02 Force Majeure – Ascensus will not be liable for, nor will Ascensus be considered in breach of this Agreement due to any failure or delay in performance of its obligations under this Agreement as a result of a cause beyond its reasonable control including, but not limited to, any act of God or public enemy, act of any military, civil, or regulatory authority, any act of terrorism, change in any law or regulation, fire, flood, tornado, earthquake, storm or other like event, disruption or outage of computers or communications, equipment failure, power or other utility failure, labor strikes, exchange action, unusual trading activity or the suspension or disruption of trading on any exchange.

6.03 Copyrighted Works – Client acknowledges that Ascensus is the sole copyright owner of all Ascensus plan documents, participant notices, all content on the Ascensus media and all other materials provided under the terms of this Agreement ("Ascensus Materials"). Ascensus grants Client a nonexclusive, nontransferable right to copy the participant notices as needed for the sole purpose of distributing to participants. Except as provided in this Section 6.03, none of the Ascensus Materials will be copied, reproduced or distributed by Client without Ascensus' prior written consent.

6.04 Notices with Respect to the Plan and the Agreement –

- (a) Client agrees to provide a current, functional email address, street address or, if accepted by Ascensus as a means of communication, text message number, to receive communications, notices, reports, materials, disclosures and other information related to this Agreement and the Plan, and to promptly notify Ascensus of any changes to such email, address or number. Client consents to receiving any and all communications, notices, reports, materials, disclosures and other information related to this Agreement (including amendments or changes to this Agreement) and the Plan, including all notices that must be given in writing, at the then-current email address and/or text message number for Client in Ascensus' records and/or via a website designed by Ascensus, and Client agrees to periodically check such website for new or updated information. Ascensus may deliver such communications and other information by hardcopy, email, text message, secure electronic signature websites or other method at Ascensus' option. By agreeing to the receipt of such electronic communications and other information, Client agrees to allow emails and text message from Ascensus to pass through Client's filters. Ascensus (including the Indemnitees) will not be liable for any Damages arising from non-delivery of any such communications due to factors beyond Ascensus' control, including, but not limited to, system failures, misdirected delivery, inaccurate information, or failed delivery due to SPAM or other filters.
- (b) Any notice with respect to this Agreement (such as notice of breach or termination) sent by Client must be in writing and must be given by either certified mail, return receipt requested, or by overnight mail sent with a nationally recognized courier service, and must be addressed to Ascensus at:

Ascensus, LLC
575 Pinetown Road #577
Fort Washington, PA 19034
Attn: RPS Plan Documents

6.05 Record Retention – Client acknowledges and agrees that it is expressly responsible for the retention of all records related to the Plan.

6.06 Amendment and Modification: Handwritten Changes – Client may not amend or modify this Agreement except in a written agreement signed by both parties. Ascensus may amend and modify this Agreement from time to time by providing written notice to Client; provided, however, that if Client objects to any such amendment or modification, it may exercise its termination rights under this Agreement. Any handwritten changes, markings, or other alterations to this Agreement as initially provided to Client will be binding upon Ascensus only if initialed by a duly authorized officer of Ascensus.

6.07 Waiver – In the event any provision of this Agreement is not enforceable in any jurisdiction, the remainder of this Agreement will not be affected thereby.

6.08 Governing Law; Jurisdiction and Venue - This Agreement shall be governed by and subject to all applicable Federal and State laws and regulations of the State of New York, without regard to its conflict of law provisions. Each party hereby agrees any dispute, claim, controversy, or other action pertaining to or arising out of this agreement in connection with or relating to the performance of this agreement or its termination shall be instituted exclusively in the federal district Court for the Southern District of New York or, if such court lacks jurisdiction, in the courts of the State of New York, located in New York City, NY and irrevocably submits to the exclusive jurisdiction and venue. Each party irrevocably and unconditionally waives any objection to the laying of venue of any action in such courts and irrevocably waives and agrees not to plead or claim in any such court that any such action brought in any such court has been brought in an inconvenient forum. Service of process, summons, notice or other document shall be by mail or delivery to Ascensus' registered agent for service of process.

6.09 Time Limit for Bringing Claim or Action – Any claim made or action brought under this Agreement must be commenced within 24 months after the act which caused the error or inaccuracy occurred. If this time limitation is prohibited by New York law, the 24 month period will be deemed amended to conform with the minimum period permitted by New York law.

6.10 Authority of Client – Client warrants it is legally authorized to enter into this Agreement on behalf of the Plan.

6.11 Entire Agreement – This Agreement supersedes all prior agreements and understandings, whether written, electronic or oral, between the parties with respect to the subject matter of this Agreement, and this Agreement constitutes the entire agreement between the parties with respect to its subject matter.

6.12 Successors and Assigns – Client may not assign its rights or delegate its duties under this Agreement without Ascensus' prior written consent. This Agreement will be binding upon each party's successors and permitted assigns.

6.13 Third Party Providers –

- (a) Ascensus may make available to Client certain optional services provided by various third parties that are not affiliated with Ascensus (collectively, the "Third Party Providers"). Ascensus makes no representations or warranties with respect to any Third Party Provider, and Ascensus will have no liability related to any Third Party Provider or services provided by any Third Party Provider.
- (b) **Third Party Information –** Certain of the information provided to Client or used to perform the Services: (1) may not be copied or distributed; and (2) is not warranted to be accurate, complete, or timely.

7. **RESPONSIBLE PLAN FIDUCIARY REPRESENTATION.** Client represents and warrants that reasonably in advance of the execution of this Agreement by Client, a responsible Plan fiduciary has: (a) received fee disclosures and reviewed information with respect to the services and fees of Ascensus and its affiliates; (b) determined that the services and fees of Ascensus and its affiliates, as well as the terms and condition of this Agreement and any other agreements with Ascensus or its affiliates, are reasonable and prudent; and (c) determined that the entering into of this Agreement and any other agreements with Ascensus or its affiliates does not result in a prohibited transaction under ERISA or other violation of applicable law.

8. **INDEPENDENT FIDUCIARY CONFIRMATION.** Client represents and warrants that Client, and/or one or more of its officers, directors, shareholders, employees, parents, subsidiaries, affiliates, agents, or Client's financial advisor or broker of record is (x) an independent fiduciary with financial expertise (as defined in 29 CFR 2510.3-21) with respect to the Plan; (y) responsible for exercising independent judgment with respect to the transactions contemplated by this Agreement; and (z) capable of evaluating investment risk independently, both in general and with regard to particular transactions and investment strategies. Client acknowledges that Ascensus (i) does not intend to be a fiduciary under either section 3(21) of ERISA or section 4975 of the Internal Revenue Code; (ii) is not undertaking to provide impartial investment advice or to give advice in a fiduciary capacity; and (iii) does not receive any compensation for providing investment advice. Ascensus will rely on the representations and warranties in this paragraph in treating Client, and/or one or more of its officers, directors, shareholders, employees, parents, subsidiaries, affiliates, agents, or Client's financial advisor or broker of record as an independent fiduciary with financial expertise to the Plan until such time as the Client provides Ascensus with written notice that such representations and warranties are no longer true and accurate. The terms of this Section 8 shall apply in accordance with 29 CFR 2510.3-21, as amended, and will remain in effect so long as the operative provisions of 29 CFR 2510.3-21 are not materially modified, rescinded, revoked, delayed or otherwise superseded by law or regulation.

9. **SIGNATURES**

Name of Employer ("Client") _____
(Examples: "ABC Company, Inc." or "Jane Doe")

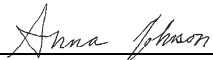
Client

Name _____ Title _____

Signature _____ Date _____

Ascensus, LLC

Name Anna Johnson Title Vice President

Signature 

NOTE: Any forms or agreements returned with electronic signatures (outside of the forms completed and signed through the Ascensus website) will be rejected.



Schedule A – Document Services

1. Ascensus' current pre-approved plan document and applicable IRS opinion letter.
2. Completion of plan document based upon Client's specifications/elections.
3. Summary Plan Description (SPD) (if applicable).
4. Legislative/Regulatory required amendments including full document restatements, when applicable, are included in the Annual Service Fee. Such amendments may be accompanied by either an updated SPD or a Summary of Material Modifications (SMM) at Ascensus' discretion.
5. Optional amendments, excluding legislative/regulatory amendments, will be provided for an additional charge at the then current Optional Amendment Fee. The Optional Amendment Fee includes two rounds of document changes following initial delivery of the optional amendment document package. Requests for a third or more set of document changes to drafts of the amendment will be provided for an additional charge at the then current Optional Amendment Fee. Fees will be due to Ascensus upon completion and delivery of the amendment to the Client. Amendments may be accompanied by either an updated SPD or an SMM at Ascensus' discretion.
6. Plan Termination amendment template for Client completion (upon request).
7. Additional services may be provided on a fee for service basis (upon request).

Schedule B – Roles and Responsibilities

TASKS	Client	Ascensus
Ascensus' pre-approved defined contribution plan, an Adoption Agreement, Trust or Custodial Agreement (as applicable), and a Summary Plan Description (SPD) (<i>if applicable</i>) prepared in accordance with Client's direction and elections.		✓
Provide clear plan design directions in the format requested by Ascensus.	✓	
Set forth all benefits, rights, and features of the pre-existing plan (<i>if applicable</i>).	✓	
Ensure all optional forms of benefit and protected benefits are addressed in the plan document, where appropriate, and tracked as necessary.	✓	
Timely execute all documents in accordance with IRS and DOL rules and requirements.	✓	
Obtain necessary legal and tax advice on any legal and tax ramifications affecting its Plan.	✓	
Timely distribute SPDs and/or Summary of Material Modifications (SMMs) (<i>if applicable</i>) to all eligible employees.	✓	
Provide all Legislative/Regulatory required plan document amendments to Client.		✓
File IRS Form 5500, IRS Form 1099-R, compliance testing, or other qualified retirement plan recordkeeping.	✓	
Notify Ascensus of email, address, financial advisor, and account number changes.	✓	
Notify Ascensus of termination of these document services or plan termination at least 60 days before the end of the current calendar year to avoid subsequent annual service fees.	✓	
Provide plan termination amendment upon Client's written request.		✓
Provide Beneficiary Forms to all eligible employees.	✓	

Schedule C – Fees

- 1. Enrollment Fee** \$250 to be paid as a one-time fee in the year the pre-approved plan document services are established (*fee is not prorated*).
- 2. Annual Service Fee** \$250 to be paid prospectively on an annual, calendar-year basis in January, beginning the calendar-year after pre-approved plan document services are established (*fee is not prorated*).
- 3. Optional Amendment Fee** \$35 per amendment to be paid upon Ascensus receiving the request as a one-time fee as outlined in Schedule A of this Agreement.