

- e. Age _____ (may not exceed 21)
- f. Waiver of conditions. The service and/or age requirements specified above will be waived in accordance with the following (leave blank if there are no waivers of conditions):
 - 1. If employed on _____, the age and service requirements and the entry date requirement below are waived, subject to the following exceptions: _____ (leave blank if no exceptions).

7. EFFECTIVE DATE OF PARTICIPATION (ENTRY DATE) (Plan Section 3.2)

An Eligible Employee who has satisfied the eligibility requirements will become a Participant in the Plan as of:

- a. the date such requirements are met.
- b. the first day of the Plan Year quarter coinciding with or next following the date on which such requirements are met.
- c. the earlier of the first day of the Plan Year or the first day of the seventh month of the Plan Year coinciding with or next following the date on which such requirements are met.

8. RECOGNITION OF SERVICE WITH OTHER EMPLOYERS (Plan Section 1.88)

- a. No service with other employers shall be recognized (except as required by law).
- b. Prior service with _____ will be recognized for all purposes.

9. NORMAL RETIREMENT AGE ("NRA") (Plan Section 1.55) means the date a Participant attains age _____ (not to exceed 65 and, if this Plan includes transferred pension assets, may not be less than age 62 unless the Employer has evidence that the representative typical retirement age for the adopting Employer's industry is a lower age, but no less than age 55).

10. SALARY REDUCTION ARRANGEMENT - ELECTIVE DEFERRALS

Each Participant may elect to have Compensation deferred by up to the maximum amount allowed by law.

~~Catch-Up Contributions and Roth Elective Deferrals.~~ Participants may make (select all that apply):

- a. Catch-Up Contributions
- b. Roth Elective Deferrals
 - 1. Special Effective Date for Roth Elective Deferrals (choose if applicable)

11. IN-PLAN ROTH ROLLOVER CONTRIBUTIONS/TRANSFERS (Plan Section 12.11)

In-Plan Roth Rollover contributions (IRRs) and In-Plan Roth transfers (IRTs) are not permitted unless selected below (choose one or both, if applicable)

- ~~a. In-Plan Roth rollover contributions are NOT permitted.~~
- ~~a~~ b. In-Plan Roth rollover contributions (IRRs) may be elected by any Participant, under the existing in-service distribution provisions.
- b. In-Plan Roth transfers (IRTs) are permitted.

~~12. TRUSTEE(S) OR INSURER(S)~~

- ~~a. This Plan is funded exclusively with Contracts and the name of the Insurer is _____.~~
- ~~b. Financial institution that is the sponsor of this prototype plan.
_____ Check here if the financial institution has full trust powers.~~
- ~~c. Sole proprietor, practitioner, partner or officer who signs this Adoption Agreement on behalf of the Employer.~~
- ~~d. The following person or entity:~~

~~Name(s): _____~~
~~Address: _____~~
~~Telephone: _____~~

STANDARD PROVISIONS. The following elections, which are referenced in the Basic Plan Document, apply to this Plan.

1. Valuation Date means the last day of the Plan Year and any other dates deemed necessary or appropriate by the Administrator, which may include any day that the Trustee, any transfer agent appointed by the Trustee (or Insurer) or the Employer, and any stock exchange used by such agent are open for business (daily valuation).
2. The Employer will be the Plan Administrator.
3. This Plan shall be governed by the laws of the state or commonwealth where the Employer's ~~(or, in the case of a corporate Trustee or Insurer, such Trustee's or Insurer's)~~ principal place of business is located.
4. All Employees, except union employees and non-resident aliens (both as defined in Plan Section 1.28), are eligible to participate for all purposes of the Plan.
5. To the extent applicable, the Hours of Service method shall be used to compute eligibility for Employees based on actual hours for which an Employee is paid or entitled to payment. "Year of Service" means the computation period of twelve (12) consecutive months during which an Employee has completed at least 1,000 Hours of Service. Employees whose records of actual Hours of Service are not maintained or available (e.g., salaried employees) will be credited with one hundred ninety (190) Hours of Service for each month they would be credited with at least one (1) Hour of Service during the month. The eligibility computation period after the initial eligibility computation period shall shift to the Plan Year. The vesting computation period shall be the Plan Year.
6. Normal Retirement Date means the Anniversary Date coinciding with or next following a Participant's Normal Retirement Age.
7. There are no early retirement provisions.
8. Compensation with respect to any Participant means wages, tips and other compensation on Form W-2 and shall be based on the Plan Year. Compensation for any Self-Employed Individual, however, shall be equal to Earned Income.
9. Compensation shall be adjusted by (a) including compensation not currently includible in the Participant gross income by reason of the application of Code §§ 401(k), 125 (cafeteria plan), 132(f)(4) (qualified transportation fringe), 402(h)(1)(B) (simplified employee pension plan), 414(h)(2) (employer pickup contributions under a governmental plan), 403(b) (tax sheltered annuity) or 457(b) (eligible deferred compensation plan); (b) excluding reimbursements or other expense allowances, fringe benefits (cash or non-cash), moving expenses, deferred compensation (other than deferrals specified in (a) above) and welfare benefits; and (c) excluding Compensation paid during the determination period while not a Participant in the Plan. Military Differential Pay will be treated ~~for Plan Years beginning after December 31, 2008,~~ as Compensation for all Plan benefit purposes. 415 Compensation and Plan Compensation will include (to the extent provided in Plan Section 1.40), post-severance regular pay, leave cash-outs and payments from nonqualified unfunded deferred compensation plans. The Limitation Year is the Plan Year.
10. The ADP and/or ACP safe harbor provisions, Automatic Contribution Arrangement provisions ~~Qualified Automatic Contribution Account provisions, Eligible Automatic Contribution Account provisions,~~ and SIMPLE (401(k) provisions do not shall not apply. The ADP and ACP ratio for Nonhighly Compensated Employees will be based on current year ratio.
11. The Employer may make matching contributions equal to a discretionary percentage, to be determined by the Employer, of the Participants' Elective Deferrals (including, if permitted under the Plan, Roth Elective Deferrals and/or Catch-up Contributions). In applying the matching contribution, only Elective Deferrals up to a discretionary percentage of a Participant's Compensation or a discretionary dollar amount, the percentage or dollar amount to be determined by the Employer on a uniform basis to all Participants, will be taken into account. This matching contribution shall be determined made on a payroll period basis to any Participant who is makes Elective Deferrals during the Plan Year ~~employed on the last day of the Plan Year or who terminates with at least 500 Hours of Service.~~
12. The Employer may make a discretionary profit sharing contribution for a Plan Year, the amount to be determined in the discretion of the Employer and allocated in the same ratio as each Participant's Compensation bears to the total of such Compensation of all Participants eligible to share in the allocations for the Plan Year. A Participant is eligible to share in the contribution for the Plan Year if the Participant is employed on the last day of the Plan Year or terminates employment with at least 500 Hours of Service during the Plan Year. The Student Loan Repayment Program (SLRP) provisions do not apply.
13. All contributions shall be 100% vested at all times.
14. Distributions will be made as soon as administratively feasible following termination of employment in lump-sums only. Partial withdrawals or installments are only permitted for required minimum distributions under Code §401(a)(9). No annuities will be allowed. All distributions will be in cash or property that is specifically allocated and identifiable with respect to a Participant.
15. Distributions upon the death of a Participant prior to receiving any benefits shall be made pursuant to the election of the

Participant or Beneficiary.

16. No involuntary distributions shall be made.
17. Hardship distributions are allowed from all Accounts subject to the parameters set forth in Plan Section 12.10 ~~(e.g. distributions from a Participant's Elective Deferral Account are limited to the portion of such Account attributable to such Participant's Elective Deferrals (and earnings attributable thereto up to December 31, 1988)).~~
18. In-service distributions are allowed at age 59 1/2 from all Accounts.
19. Loans are permitted from all Accounts, in accordance with the terms of the Participant loan program.
20. The Participants shall direct the Trustee with respect to the investments of all Accounts.
21. Rollovers may be accepted from all Eligible Employees. Distributions from a Participant's Rollover Account may be made at any time.
22. After-tax voluntary Employee contributions are not allowed.
23. Required minimum distributions shall be made at the later of age 70 1/2 or retirement, except for 5% owners.
- ~~24. Qualified reservist distributions are not permitted.~~
- ~~25. HEART Act provisions continued benefit accruals will not apply and the Plan does not permit distributions for deemed severance of employment.~~
- ~~26. WRERA provisions required minimum distributions (RMDs) for 2009 were suspended unless a Participant or Beneficiary elected to receive such distributions.~~
- ~~27. Non spousal rollovers are permitted effective for distributions after December 31, 2006.~~
- 24.8. There are no elections made on an Appendix A (Special Effective Dates and other permitted elections).
25. Top Heavy contributions shall be made to Non-Key Employees only. If the Employer maintains any other Plan, then this Plan will provide the top-heavy minimum and will not reduce any Annual Additions.

The adopting Employer may rely on an opinion letter issued by the Internal Revenue Service as evidence that the Plan is qualified under Code §401 except to the extent provided in Rev. Proc. ~~2011-49~~2017-41 or subsequent guidance.

An Employer who has ever maintained or who later adopts any plan (including a welfare benefit fund, as defined in Code §419(e), which provides post-retirement medical benefits allocated to separate accounts for key employees, as defined in Code §419A(d)(3), or an individual medical account, as defined in Code §415(l)(2)) in addition to this Plan may not rely on the opinion letter issued by the Internal Revenue Service with respect to the requirements of Code §§ 415 and 416.

~~An Employer who has ever maintained or who later adopts any plan (including a welfare benefit fund, as defined in Code §419(e), which provides post-retirement medical benefits allocated to separate accounts for Key Employees, as defined in Code §419A(d)(3), or an individual medical account, as defined in Code §415(l)(2)) in addition to this Plan may not rely on the opinion letter issued by the Internal Revenue Service with respect to the requirements of Code §§415 and 416. If the Employer who adopts or maintains multiple plans wishes to obtain reliance with respect to the requirements of Code §§415 and 416, application for a determination letter must be made to Employee Plans Determinations of the Internal Revenue Service.~~

The Employer may not rely on the opinion letter in certain other circumstances or with respect to certain qualification requirements, which are specified in the opinion letter issued with respect to the Plan and in Rev. Proc. ~~2011-49~~2017-41 or subsequent guidance.

This Adoption Agreement may be used only in conjunction with basic ~~Plan~~plan document #~~0110~~. This Adoption Agreement and the basic Plan document shall together be known as FIS Business Systems LLC ~~Solo 401(k) Profit Sharing~~Defined Contribution Pre-Approved Plan #~~0110-0027~~.

The adoption of this Plan, its qualification by the IRS, and the related tax consequences are the responsibility of the Employer and its independent tax and legal advisors.

FIS Business Systems LLC (the Provider of this pre-approved plan) will notify the Employer of any amendments made to the Plan or of the discontinuance or abandonment of the Plan. Furthermore, in order to be eligible to receive such notification, the Employer agrees to notify FIS Business Systems LLC of any change in address. In addition, this Plan is provided to the Employer either in connection with investment in a product or pursuant to a contract or other arrangement for products and/or services. Upon cessation of such investment in a product or cessation of such contract or arrangement, as applicable, the Employer is no longer considered to be an adopter of this Plan and FIS Business Systems LLC no longer has any obligations to the Employer that relate to the adoption of this Plan.

With regard to any questions regarding the provisions of the Plan, adoption of the Plan, or the effect of an opinion letter from the IRS, call or write (this information must be completed by the Provider ~~sponsor~~ of this Plan or its designated representative):

Name: _____

Address: _____

Telephone: _____

The Employer ~~and Trustee (or Insurer)~~, by executing below, hereby adopt this Plan and, if attached as Appendix A, the Trust (add additional signature lines as needed),

:

EMPLOYER: [name of Employer]

By: _____

DATE SIGNED

The Trustee (and Custodian, if applicable), by executing below, hereby accepts its position and agrees to all of the obligations, responsibilities and duties imposed upon the Trustee (or Custodian) under the Trust, if the Trust is attached as Appendix A to the Adoption Agreement (add additional signature lines as needed). The Employer may not rely on the opinion letter issued by the Internal Revenue Service with respect to the Trust agreement.

Trustee:

By: _____

DATE SIGNED

Trustee:

By: _____

DATE SIGNED

~~[] The signature of the Trustee or Insurer appears on a separate agreement or Contract (a separate Trust Agreement may only be used if it has been approved for use with this Plan),~~

~~OR~~

~~{name of Trustee}~~

TRUSTEE OR INSURER

DATE SIGNED

DRAFT - 1/24/19