

ADOPTION AGREEMENT FOR
FIS BUSINESS SYSTEMS LLC
STANDARDIZED
DEFINED CONTRIBUTION PRE-APPROVED PLAN
(SOLO 401(K))

CAUTION: Failure to properly fill out this Adoption Agreement may result in disqualification of the Plan.

EMPLOYER INFORMATION

(An amendment to the Adoption Agreement is not needed solely to reflect a change in this Employer Information Section.)

1. EMPLOYER'S NAME, ADDRESS, TELEPHONE NUMBER AND TIN

Name: _____

Address: _____

Street

_____ City _____ State _____ Zip

Telephone: _____

Taxpayer Identification Number (TIN): _____

PLAN INFORMATION

2. PLAN NAME:

3. PLAN STATUS

a. [] New Plan

b. [] Amendment and restatement of existing Plan

CYCLE 3 RESTATEMENT (leave blank if not applicable)

1. [] This is an amendment and restatement to bring a plan into compliance with Cycle 3 and other legislative and regulatory changes (i.e., the 6-year pre-approved plan restatement).

c. [] This is a frozen Plan (i.e., all contributions cease) (if this is a temporary suspension, select c.2):

1. [] All contributions ceased as of, or prior to, the effective date of this amendment and restatement and the prior Plan provisions are not reflected in this Adoption Agreement (may enter effective date at 4. below).

2. [] All contributions ceased or were suspended and the prior Plan provisions are reflected in this Adoption Agreement (must enter effective date at 4. below)

Effective date

3. [] as of _____ (effective date is optional unless c.2. has been selected above or this is the amendment or restatement to freeze the Plan).

4. EFFECTIVE DATE (Plan Section 1.25) (complete a. if new plan; complete a. and/or b. AND c. and/or d. if an amendment and restatement)

Initial Effective Date of Plan (for a new Plan (one that did not exist prior to the year that this document is being first adopted), the Initial Effective Date cannot be earlier than the first day of the current Plan Year)

a. _____ (enter month day, year) (hereinafter called the "Effective Date" unless 4.b. is entered below) NOTE: If the Effective Date of deferrals in the Plan is a different date than what is provided in this Section 4.a., Section 4.b. must also be completed. The Effective Date of 4.b. must be concurrent with or after the Effective Date in 4.a.)

Initial Effective Date of CODA (Can be the same date as the Initial Effective Date of the Plan or any date thereafter)

b. _____ (enter month day, year) (the Employer must begin to allocate funds to the Trust as soon as administratively feasible after this date) NOTE: Must not be earlier than the date when the CODA is first adopted.

Restatement Effective Date. If this is an amendment and restatement, the effective date of the restatement (hereinafter called the "Effective Date". If adding a CODA for the first time, please complete 4.d.) is:

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- c. _____ (enter month day, year; NOTE: Can not be earlier than the first day of the current Plan Year. Plan contains appropriate retroactive effective dates with respect to provisions for appropriate laws.)
Initial Effective Date of CODA (Can be the same date as the Restatement Effective Date of the Plan or any date thereafter)
- d. _____ (enter month day, year) (the Employer must begin to allocate funds to the Trust as soon as administratively feasible after this date)

5. PLAN YEAR (Plan Section 1.65) means the 12 consecutive month period ending on __. However, if this is a new Plan, the Plan Year will be the period beginning on the Effective Date of the Plan and ending on the date specified herein.

6. **CONDITIONS OF ELIGIBILITY (Plan Section 3.1)**

An Eligible Employee will be eligible to participate in the Plan upon satisfaction of the following:
SERVICE REQUIREMENT

- a. None
b. 1 Year of Service
c. Other: _____ Eligibility requirements under the Plan must not be more favorable for highly compensated Employees (as defined in § 414(q)) than for other Employees, may not exceed one (1) Year of Service and must be the same for Highly Compensated and Non-Highly Compensated Employees. Please see Standard Provision 12 for additional information when utilizing this Section 6.c.)

AGE REQUIREMENT

- d. None
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. If an age between 55 and less than 62 is inserted, no reliance will be afforded on the Opinion Letter issued to the plan that such age is reasonably representative of the typical retirement age for the industry in which the participants work).

10. **SALARY REDUCTION ARRANGEMENT - ELECTIVE DEFERRALS**

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

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) _____ (select if Roth deferrals added in addition to and after Elective Deferrals)

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 (IRRs) may be elected by any Participant, under the existing in-service distribution provisions.
b. In-Plan Roth transfers (IRTs) are permitted.

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).

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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 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 subject to any eligibility conditions contained in Section 6.
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 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 and SIMPLE 401(k) provisions do 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 on a pro rata basis, will be taken into account. This matching contribution shall be determined on a payroll period basis to any Participant who makes Elective Deferrals during the Plan Year.
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. This Plan will not fail to satisfy the requirements in Section 6 merely because the plan provides, either as the result of an elective provision or by default in the absence of an election to the contrary, that individuals who become Employees, as the result of a transaction described in § 410(b)(6)(C) will be excluded from eligibility to participate in the Plan during the period beginning on the date of the transaction and ending on a date that is not later than the last day of the first Plan Year beginning after the date of the transaction. A transaction described in § 410(b)(6)(C) is an asset or stock acquisition, merger, or other similar transaction involving a change of the Employer of the Employees of a trade or business.
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.

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17. Hardship distributions are allowed from all Accounts subject to the parameters set forth in Plan Section 12.10.
18. In-service distributions are allowed at age 59 1/2 from all Accounts (except for Money Purchase Pension Plan in-service distributions which are allowed at age 62).
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. This Adoption Agreement does not include 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.

SAMPLE

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Reliance on Provider Opinion Letter. The Provider has obtained from the IRS an Opinion Letter specifying the form of this document satisfies Code §401 as of the date of the Opinion Letter. An adopting Employer may rely on the Provider's IRS Opinion Letter *only* to the extent provided in Rev. Proc. 2017-41 or subsequent guidance. 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 and in Rev. Proc. 2017-41 or subsequent guidance. In order to have reliance in such circumstances or with respect to such qualification requirements, the Employer must apply for a determination letter to Employee Plans Determinations of the IRS.

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.

This Adoption Agreement may be used only in conjunction with basic plan document #01. This Adoption Agreement and the basic Plan document shall together be known as _____ Defined Contribution Pre-Approved Plan #01-002.

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.

Execution for Page Substitution Amendment Only. If this paragraph is completed, this Execution Page documents an amendment to Adoption Agreement Election(s) _____ effective _____, by substitute Adoption Agreement page number(s) _____. The Employer should retain all Adoption Agreement Execution Pages and amended pages. [*Note: The Effective Date may be retroactive or may be prospective.*]

The Provider, _____, will notify all adopting Employers of any amendment to this Pre-approved Plan or of any abandonment or discontinuance by the Provider of its maintenance of this Pre-approved Plan. 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 the Provider no longer has any obligations to the Employer that relate to the adoption of this Plan. For inquiries regarding the adoption of the Pre-approved Plan, the Provider's intended meaning of any Plan provisions or the effect of the Opinion Letter issued to the Provider, please contact the Provider or the Provider's representative.

Provider Name: _____

Address: _____

Telephone Number: _____

Email address (optional): _____

The Employer by executing below, hereby adopt this Plan (add additional signature lines as needed).

EMPLOYER: [name of Employer]

By: _____

DATE SIGNED