

**POOLED EMPLOYER PLAN
ADOPTING EMPLOYER ADOPTION AGREEMENT**

The undersigned Adopting Employer hereby adopts the _____ (the "Plan") for its Employees and agrees to the terms of the Plan:

SECTION I. COMPANY AND PLAN REGISTRATION INFORMATION

A. Employer Information

1. Name and address of Employer: _____

2. Telephone number of Employer: _____

3. Type of business entity:

- ☐ Sole Proprietor
☐ Corporation
☐ Partnership / Limited Liability Partnership
☐ S Corporation
☐ Other: _____ (must be a legal entity recognized under federal income tax laws)

4. Date of incorporation or date business began: ____/____/____

5. Employer identification number: _____

6. Participating members of a controlled group:

Name of company: _____ Employer identification number: _____

Name of company: _____ Employer identification number: _____

B. Plan Information

1. Effective Dates:

☐ (i) **Effective Date of Plan:** _____ (A newly established CODA (cash or deferral arrangement) cannot be effective earlier than the later of the plan adoption date or plan effective date).

☐ (ii) **Amendment of Plan:** Adopting Employer hereby amends the previous adoption of the Plan. Effective Date of Amendment of Plan: _____. The effective date of the Adopting Employer's initial adoption of the Plan was _____ (Amendments to the Adoption Agreement require that a new Adoption Agreement be completed in its entirety. The effective date of the plan amendment cannot be earlier than the first day of the Plan Year in which the amendment was adopted).

C. Plan Administration:

1. Plan Year means the calendar year.
2. The initial plan year begins on the Effective Date of this plan and ends on the following December 31. If the initial plan year does not begin on January 1, the initial plan year shall be a short plan year.

SECTION II. ELIGIBILITY AND PARTICIPATION REQUIREMENTS

A. Eligible Employees.

All Employees of an Adopting Employer are eligible to participate in the plan except nonresident aliens who receive no Compensation from the Employer which constitutes U.S. source income. Employees may be excluded from participation under the Plan if elected in an Addendum to the Adoptions Agreement. Those Employees covered by a collective bargaining agreement are not eligible to participate in the Plan.

B. Minimum Age and Service Requirements for Participation

Upon satisfying 1 and 2 participants will enter the plan on the entry date as designated by the Plan.

1. **Age Requirement.** To become a Participant in the Plan, an Employee must be at least age:

- ☐ (i) Age 21
☐ (ii) No minimum age requirement
☐ (iii) After reaching age _____ (maximum age 21)

2. **Service Requirement.** To become a Participant in the Plan, an Employee must satisfy the following service requirement:

- ☐ (i) No minimum service requirement
☐ (ii) After completing One Year of Service (1,000 hours of service in 12 consecutive months)
☐ (iii) After completing _____ month(s) (Cannot be greater than 12 months. Hours of service will not be taken into account. A month of service is defined as a calendar month)

Service with any employer adopting this plan will be aggregated for purposes of eligibility

C. Eligibility Waiver

- ☐ The Adopting Employer elects to waive all the Plan's eligibility requirements for Employees who are performing services on behalf of the Adopting Employer as of _____. Individuals for whom the eligibility requirements are waived shall be immediately eligible to participate in the Plan. Any Employee who begins performing services on behalf of the Employer after the effective date of the eligibility waiver must satisfy the Plan's adopted eligibility requirements.

D. Employer hereby grants credit for Prior Service

- ☐ The Plan will count service with the following predecessor employers for determining eligibility, vesting and allocation conditions under this Plan: _____

SECTION III. SALARY DEFERRALS

A. Salary Deferral Limit

1. Participant may not defer an amount more than 100 % of Compensation.
2. Participant must defer at least 1% of Compensation.

B. Roth Deferrals.

Designated Roth Contributions and Roth rollovers are permitted under the Plan.

C. Change of Deferral Election.

A Participant may change or resume a deferral election as specified by the Plan.

D. Automatic Enrollment

1. ☐ **Eligible Automatic Contribution Arrangement.** Plan will adopt the eligible automatic contribution arrangement according to provisions of Section 61 of the Plan.

(i) **Automatic Deferral Percentage.** After satisfying the Plan's eligibility and entry requirements, a Participant will be deemed to have elected to have _____% (*must be at least 1%*) of his Plan Compensation each payroll period withheld and contributed on his behalf to the Plan as a pre-tax Elective Deferral Contribution.

☐ (ii) **Automatic increase.** The automatic deferral amount will increase each Plan Year by _____% (*must be at least 1%*) of Plan Compensation. The automatic deferral increase will not cause the automatic deferral amount to exceed _____% of Plan Compensation.

(Under provisions of SECURE 2.0 all new plans established after December 29, 2022, must adopt an automatic enrollment provision by January 1, 2025. The automatic enrollment provision under SECURE 2.0 must automatically enroll a Participant at a minimum of 3% of their elective deferrals and increases their deferral by 1% each Plan Year up to a minimum of 10% and maximum of 15%)

2. ☐ **Qualified Automatic Contribution Arrangement (QACA).** Plan will adopt a qualified automatic contribution arrangement according to provisions of Section 61 of the Plan. QACA is a 401(k) Safe Harbor plan design (refer to Section IV. A of this Adoption Agreement).

(i) **Automatic Deferral Percentage.** After satisfying the Plan's eligibility and entry requirements, a Participant will be deemed to have elected to have _____% (*must be at least 3% and no more than 10%*) of his Plan Compensation each payroll period withheld and contributed on their behalf to the Plan as a pre-tax Elective Deferral Contribution.

☐ (ii) **Automatic increase.** The automatic deferral amount will increase each Plan Year by _____% (*must be at least 1%*) of Plan Compensation. The automatic deferral increase will not cause the automatic deferral amount to exceed _____% (*not less than 6% or more than 10%*) of Plan Compensation.

(Under provisions of SECURE 2.0 all new plans established after December 29, 2022, must adopt an automatic enrollment provision by January 1, 2025. The automatic enrollment provision under SECURE 2.0 must automatically enroll a Participant at a minimum of 3% of their elective deferrals and increases their deferral by 1% each Plan Year up to a minimum of 10% and maximum of 15%)

3. **Application of automatic deferral provisions.** The automatic deferral election shall apply to:

All Participants who have not affirmatively elected to have a specified amount contributed to the Plan as an Elective Deferral Contribution and who have not affirmatively elected to receive compensation in lieu of an Elective Deferral Contribution.

SECTION IV. EMPLOYER CONTRIBUTIONS AND ALLOCATION CONDITIONS

A. Safe Harbor 401(k) Contributions

Note: Safe Harbor Contribution may be elected by the Adopting Employer upon the initial adoption of the Plan but no later than October 1st. If the Adopting Employer already adopted the Plan, maintains another 401(k) plan, or is adopting the Plan as a successor plan, then the Safe Harbor Contribution can only be elected as of the beginning of a new Plan Year. A Safe Harbor election must be communicated to all eligible Employees at least 30 days, but no more than 90 days prior to the first day of the Plan Year, or within any other reasonable period as required by Treasury regulations Section 1.401(k)-3 and 1.401(m). Safe Harbor Contributions shall be 100% vested regardless of the Participant's credited Years of Service. Plans that meet Safe Harbor requirements are exempt from ADP, ACP and top-heavy testing.

Safe Harbor Contributions must generally be made to the Plan for the entire Plan Year. If an election is made to reduce or revoke the Safe Harbor Contribution mid-year the Plan may fail to meet the safe harbor requirements and be subject to ADP/ACP testing as described in Sections 64 and 65 of the Plan, and top-heavy testing as described in Section 35 of the Plan.

1. Safe Harbor Matching Contribution (Matching Contributions will be funded each payroll period)

☐ (i) **Safe Harbor Enhanced Matching Contribution**

100% of Participant's Elective Deferrals per pay period up to the first 4% of Plan Compensation for such pay period.

☐ (ii) **Safe Harbor Basic Matching Contribution**

100% of Participant's Elective Deferrals per pay period up to the first 3% of Plan Compensation for such pay period, plus 50% of Elective Deferrals per pay period up to the next 2% of Plan Compensation for such pay period.

☐ (iii) **QACA Safe Harbor Basic Matching Contribution** (*only available if Section III.D.2 is selected*)

100% of Participant's Elective Deferrals per pay period up to the first 1% of Plan Compensation for such pay period, plus 50% of Elective Deferrals per pay period up to the next 5% of Plan Compensation for such pay period.

2. Safe Harbor Nonelective Contribution (Nonelective Contributions will be funded each payroll period)

☐ (i) **Safe Harbor Nonelective Contribution**

(Not less than 3%) _____% of the Participant's Compensation for the Plan Year.

3. Vesting of Safe Harbor Contributions made under a QACA Arrangement (as selected in Sections III.D.2 and IV (A)). The vesting of Safe Harbor Contributions under a Qualified Automatic Contribution Arrangement shall be zero (0%) percent after the completion of one or less Years of Service and one hundred percent (100%) after completion of two (2) Years of Service, unless an alternative vesting schedule is elected below.

☐ Full and immediate vesting

<input type="checkbox"/>	Years of Service	Vested Interest
	Less than 1	0 %
	At least 1, but less than 2	_____ % (≤100)
	2 or more	100 %

B. Matching Contribution

The Employer will make the following Matching Contribution on behalf of Participants:

1. ☐ **Per pay period.** _____% of Participant's Elective Deferrals per pay period up to the first _____% of Plan

If the Adopting Employer elects to make a Discretionary Matching Contribution and/or a Discretionary Nonelective Contribution in addition to a Safe Harbor Contribution the plan may be subject to ACP test and top-heavy test.

To satisfy the ACP test and be deemed a non-top heavy Plan the following limitations apply:

- (1) Discretionary Matching Contributions can be made only on Elective Deferral Contributions that do not exceed 6% of a Participant's Compensation,
- (2) The rate of the Discretionary Matching Contribution cannot increase as the rate of Elective Deferral Contributions increases, and
- (3) The Matching Contributions provided to any Highly Compensated Employee at a given rate of deferral cannot be higher than that provided to an eligible non-Highly Compensated Employee.
- (4) The amount of a Discretionary Matching Contribution (i.e. the Matching Contribution that is made in addition to the Safe Harbor Contribution) allocated to a Participant's Account for a Plan Year cannot exceed 4% of the Participant's Compensation for such Plan Year.

No allocation conditions may be imposed on the Discretionary Matching Contributions.

If Discretionary Nonelective Contributions are made to the Plan in addition to Safe Harbor Matching or Safe Harbor Nonelective Contributions, the Plan may be deemed a top-heavy Plan.

Compensation for such pay period.

C. ADP and ACP Testing Method

The ADP and ACP tests will be performed using the testing method designated by the Plan.

- ☐ (i) The Plan will be tested using the 20% top paid group.

D. Discretionary Nonelective (Profit Sharing) Contribution Formula

The Employer may make the following Nonelective Contribution on behalf of Participants:

- ☐ 1. Pro Rata (*Safe harbor formula*).
- ☐ 2. _____ % of Participant's Compensation per pay period to all Participants (*Safe harbor formula*). (*If this option is selected the Plan cannot impose any allocation conditions*).
- ☐ 3. _____ \$ per pay period to all Participants (*Safe harbor formula*). (*If this option is selected the Plan cannot impose any allocation conditions*).
- ☐ 4. Annual flat dollar amount of \$ _____ to all Participants (*Safe harbor formula*).
- ☒ 5. Cross-tested Participant Group Allocation Method (Section 51(b)). (Any change to the groups must take place by a timely plan amendment made before the close of the Plan Year and before an allocation is made).
- Rate Groups: **Each eligible Participant shall constitute a separate allocation group**

(1) The groups must be clearly defined in a manner that will not violate the definite predetermined allocation formula requirement of Regs. 1.401-1(b)(1)(ii).

(2) The Employer must notify the trustee in writing of the amount of the contribution for each group.

(3) In the case of self-employed individuals (i.e., sole proprietorship or partnerships), the requirements of Regs. 1.401(k)-1(a)(6) continue to apply, and the allocation method should not be such that a cash or

deferred election is created for a self-employed individual as a result of the application of the allocation method.

(4) The groups cannot be designed in such a manner which could result in the group of NHCEs participating being only those NHCEs with the lowest amounts of Compensation and /or the shortest periods of service and who may represent the minimum number of these Employees necessary to satisfy coverage under IRC 410(b).

☐ 6. Age Weighted Allocation Method (Section 50(b)). (Non-safe harbor formula).

☐ 7. Integrated with Social Security (Section 51(c)). (Safe harbor formula).

Allocation Conditions (applies to all options under Section IV (D) except options 2 and 3). To receive a Nonelective Contribution participants must be employed on the last day of the Plan Year (could cause the plan to violate coverage requirements under Code §410(b)) and:

☐ (i) Participants must be credited with at least 1,000 Hours of Service for the Plan Year (could cause the plan to violate coverage requirements under Code §410(b)).

SECTION V. VESTING AND FORFEITURES

A. Vesting Schedule *(Not applicable to Safe Harbor Contributions under Section IV. A. of this Adoption Agreement)*

Each participant whose employment terminates for reasons except death, disability, or attainment of normal retirement is entitled to a non-forfeitable right to their Nonelective Contributions Account and/or Matching Contributions Account based upon the following schedule (choose one):

☐ 1. Full and immediate vesting

☐ 2. Full and immediate vesting after three years of service (3-year cliff)

<u>Total Number of Years of Service</u>	<u>Vested Interest</u>
Less than 3 Years of Service	0%
3 years or more	100%

☐ 3. Graded vesting schedule:

<u>Years of Service</u>	<u>Vested Interest</u>
Less than 2 Years of Service	0 %
2 years but less than 3 years	20 %
3 years but less than 4 years	40 %
4 years but less than 5 years	60 %
5 years but less than 6 years	80 %
6 years or more years	100 %

Optional vesting schedule must be at least as favorable at all Years of Service as the Six-year graded vesting schedule or the 3-year cliff vesting schedule (statutory minimum vesting schedules as described in IRC Sec 411(a)(2)). Service with any employer adopting this Plan will be aggregated for purposes of eligibility.

All service with the Employer counts for vesting purposes. All years of service with any employer adopting this Plan will be aggregated in determining a Participant's vesting.

SECTION VI. MISCELLANEOUS

A. Other plans

Does the company maintain, or has the company ever maintained another qualified plan in which any participant is (or was) a participant or could possibly become a participant? { } Yes { } No

If the answer is yes, the employer must aggregate all plans for testing under Sections 401(a), 416, 318, 415, 410, 402(g).

If the Employer maintains a defined benefit plan, the employer must specify in Adoption Agreement the actuarial assumptions (interest and mortality only) the Administrator will use to calculate the present value of benefits from a defined benefit plan.

(1) Interest Rate _____ %

(2) Post-retirement Mortality_____.

B. Notification

The Sponsor or Adopting Employer will notify Slavic401k of any changes in ownership or control group status or plan amendments.

C. Reliance On Opinion Letter

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(a) of the code only, to the extent provided in Revenue Procedure 2017-41. 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 Revenue Procedure 2017-41. In order to have reliance in such circumstances or with respect to such qualification requirements, application for a determination letter must be made to the Internal Revenue Service by the Employer.

D. This Adoption Agreement is hereby being used only in conjunction with this Slavic Integrated Administration Multiple Employer Plan Pre-Approved plan document. The Sponsor will be notified of any amendments made to the Plan or of the discontinuance or abandonment of the Plan.

E. The Adopting Employer agrees to be bound by the terms of the plan and trust as adopted by the lead employer (Sponsor), including any amendments thereto and any elections made by the lead employer (Sponsor), except to the extent the Adopting Employer agreement allows for, and the Adopting Employer makes, separate elections with respect to its Employees.

F. Missed Deferral Opportunity

If the Adopting Employer fails to implement a Participant's affirmative or automatic enrollment Elective Deferral election, and as a result fails to remit a Participant's Elective Deferral amount and any applicable corresponding match to the Plan, the Employer may be responsible for making all appropriate corrections to bring the plan into compliance, as prescribed by the IRS Employer Plans Compliance Resolution System (EPCRS) (Rev. Proc. 2021-30). The correction for failure to implement an affirmative or automatic enrollment Participant Elective Deferral election generally requires that the Employer fund a nonelective contribution equal to anywhere from 0% to 50% of the missed Elective Deferral amount and 100% of any missed matching contributions, if applicable, plus any applicable investment earning on the full amount of the missed contributions. Adopting Employer is responsible for funding 100% of Employer contributions pursuant to the election made in the Adoption Agreement or subsequent amendments to the Adoption Agreement.

G. Withdrawal of Plan Participation

The Adopting Employer will not be able to terminate its plan as a result of terminating services with the Plan Sponsor or withdrawing participation from the Plan. If the Adopting Employer desires to terminate its plan, a spin-off of assets out of this Plan into a single employer plan established by the Adopting Employer will be required.

H. Inquiries

If you have any questions about the legal and tax implications of adopting the plan, you should consult with your attorney. However, if you have any questions about either the Pre-Approved Plan or the Adoption Agreement, please write to the following address: Slavic Integrated Administration dba Slavic401k, 1075 Broken Sound Parkway NW, Suite 100, Boca Raton, FL 33487-3519. (800) 356-3009 or (561) 241-9244

Adopting Employer: _____

Signature: _____

Date: _____

Print Name _____

Title: _____

This adoption is hereby accepted by the Plan Sponsor.

Sponsor: _____

Signature: _____

Date: _____

Print Name _____

Title: _____

APPENDIX A TO THE ADOPTING EMPLOYER ADOPTION AGREEMENT

This Appendix A is designed to modify the Adopting Employer Adoption Agreement for the Plan into an Adopting Employer adoption agreement for a pooled employer plan within the meaning of the Act §3(43). This Appendix A contains elective provisions necessary for implementing a pooled employer plan. This Appendix A shall supersede any contrary provisions contained in the Plan and is effective the first plan year beginning after December 31, 2020. Except as otherwise provided in this Appendix, Section references in this Appendix refer to the Slavic Integrated Administration Pre-Approved Plan Document unless otherwise specified.

For purposes of clarity, all references to the “Sponsor” in this Appendix A refer to the pooled plan provider within the meaning of the Act §3(44), which is the entity identified in Section 1 of this Appendix A. Similarly, all references to the “Adopting Employer” in this Appendix A refer to individual employers who adopt the Plan and all references to the “Plan Administrator” refer to Slavic Integrated Administration, Inc. unless otherwise specified in Section 2 of this Appendix A. As such, all responsibilities and duties of the Sponsor are responsibilities and duties reserved with the pooled plan provider only. Further, although the pooled plan provider may serve as both the “Sponsor” and “Plan Administrator” under the Plan, please be aware that these are distinct roles with separate, non-overlapping duties and responsibilities, which are identified in Section 70 of the Plan and this Appendix A.

PLAN INFORMATION

1. SPONSOR NAME, ADDRESS AND TELEPHONE NUMBER

(The Sponsor will be the pooled plan provider of the Plan within the meaning of Act §3(44).)

Sponsor Name: Slavic Integrated Administration, Inc. (SIA) dba Slavic401k

Address: 1075 Broken Sound Pkwy NW Suite 100

Boca Raton, FL 33487

Telephone Number: 800-356-3009

Email address (optional): _____

2. PLAN ADMINISTRATOR'S NAME, ADDRESS AND TELEPHONE NUMBER

(The Plan Administrator will be Slavic Integrated Administration, Inc. unless otherwise specified below. Pursuant to Section 70 of the Plan, the Plan Administrator shall be responsible for the performance of the duties of general administration prescribed under the Plan and the powers necessary to carry out such duties as set forth under the terms of the Plan.)

a. ☒ Slavic Integrated Administration, Inc.

b. ☐ Other:

Plan Administrator Name: _____

Address: _____

Telephone Number: _____

Email address (optional): _____

3. TRUSTEE'S NAME, ADDRESS AND TELEPHONE NUMBER

(The Trustee will be the financial institution named by the Sponsor, who is the pooled plan provider of the Plan.)

Trustee Name: Mid Atlantic Trust Company

Address: 1251 Waterfront Place, Suite 525

Pittsburgh, PA 15222

Telephone Number: 1-800 693-7800

Email address (optional): _____

4. FIDUCIARY AND GOVERNANCE DELEGATION

The Fiduciary and Governance functions listed below are delegated as shown:

	Adopting Employer	Plan Administrator	Sponsor
a. Responsibility for approving Slavic Integrated Administration, Inc. as the Plan Administrator or selecting a different Plan Administrator to serve in place of Slavic Integrated Administration, Inc.	<input checked="" type="checkbox"/>		<input type="checkbox"/>
b. Responsibility for approving and monitoring any Investment Manager(s) for the Plan	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

5. ADMINISTRATIVE FUNCTION DELEGATION.

The administrative functions listed below are delegated as shown, but may be changed from time to time upon the agreement of the Adopting Employer and the Sponsor. This list does not address all administrative duties and responsibilities required of the parties under the Plan. (See the following page). If Slavic Integrated Administration, Inc. is not already identified as Plan Administrator in Section 2 of this Appendix A, then only to the extent it is delegated and performs any of the discretionary administrative duties and responsibilities listed below, it is appointed as an additional Plan Administrator.

(a) Discretionary Administrative Functions	Adopting Employer	Plan Administrator	Sponsor	Slavic Integrated Administration, Inc. (if different from Plan Administrator)
a. Responsibility for directing the Trustee to make post-termination distributions under Section 54 of the Plan	[]	[X]	[]	[]
b. Responsibility for directing the Trustee to make in-service distributions pursuant to Section 55 of the Plan	[]	[X]	[]	[]
c. Responsibility for establishing written procedures to determine the qualified status of a domestic relations order and making QDRO distributions	[]	[X]	[]	[]
d. Responsibility for making all discretionary decisions, and taking all discretionary actions, with respect to Plan corrections.	[]	[X]	[]	[]
e. Responsibility for directing hardship distributions pursuant to Section 55(A)(4) of the Plan	[]	[X]	[]	[]
f. Responsibility for establishing a loan program and making discretionary loans thereunder pursuant to Section 58(A)(i) of the Plan	[]	[X]	[]	[]
g. Responsibility for approving inbound rollovers pursuant to Section 50(B) of the Plan	[]	[X]	[]	[]
h. Responsibility for reviewing and processing claims pursuant to Sections 57(H) and 58(A)(e) of the Plan	[]	[X]	[]	[]
i. Responsibility for taking all reasonable steps to locate Missing Participants pursuant to Section 58(D) of the Plan	[]	[X]	[]	[]
j. Responsibility for performing all steps required under Section 70(I) of the Plan in connection with an involuntary termination of a Terminated Employer	[]	[X]	[]	[]
k. Performing all steps required under Section 70(J) of the Plan in connection with a voluntary termination of a Withdrawing Employer	[]	[X]	[]	[]

(b) Ministerial Administrative Functions	Adopting Employer	Plan Administrator	Sponsor	Slavic Integrated Administration, Inc. (if different from Plan Administrator)
a. Responsibility for remitting data to the Plan Administrator applicable to compliance with Code limitations, plan entry, and employee eligibility pursuant to Section 59 of the Plan	[X]	[]	[]	[]
b. Responsibility for making post-termination distributions pursuant to Section 54 of the Plan	[]	[X]	[]	[]
c. Responsibility for making in-service distributions pursuant to Section 55 of the Plan	[]	[X]	[]	[]
d. Responsibility for submitting IRS/DOL filings (such as Form 5500, Form 1099-R, Form 1099-Misc) or any other filings that the Secretary may require	[]	[X]	[]	[]
e. Responsibility for making force-out payments pursuant to Sections 55(A)(1) and (2) of the Plan	[]	[X]	[]	[]
f. Responsibility for delivery of disclosures or other information required to be provided to the Adopting Employer pursuant to Section 70 (G) of the Plan.	[]	[X]	[]	[]
g. Responsibility for delivery of all information to the Plan Administrator as may be necessary to administer the Plan or to complete any filings required by the IRS/DOL pursuant to Section 70(E) of the Plan	[X]	[]	[]	[]
h. Responsibility for performing Plan testing (such as ADP/ACP testing, nondiscrimination testing, coverage testing) pursuant to Sections 64 and 65 of the Plan	[]	[X]	[]	[]