

# CYCLE 2

## FIDELITY 403(b) PRE-APPROVED PLAN

### Adoption Agreement # 001

### Fidelity Basic Plan Document # 01

*FMR LLC and its affiliates do not provide tax or legal advice. Nothing herein or in any attachments hereto should be construed, or relied upon, as tax or legal advice.*

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**Note:** The Fidelity 403(b) Pre-Approved Plan consists of two parts: (1) this Adoption Agreement #001 (including all Addenda attached hereto) and (2) Basic Plan Document #01. All Elections in the Adoption Agreement are subject to the terms governing the applicable Investment Arrangement, the Administrator’s administrative procedures (which shall be nondiscriminatory if the Plan is subject to ERISA) and the applicable Vendor’s operational capabilities. Capitalized terms are defined in Article 2 of the Basic Plan Document.

**1.01 PLAN INFORMATION**

(a) **Plan Name:** Brandeis University Defined Contribution Retirement Plan for Nonexempt Employees

(b) **Type of Plan Sponsor and ERISA Status.** (Must select one of (1) – (4). Complete (5).)

(1)  **501(c)(3) Organization.** The Plan is sponsored by a tax-exempt organization described in Code § 501(c)(3).

(2)  **Governmental.** The Plan is sponsored by a Public School as described in Section 2.69.

(3)  **Church.** The Plan is sponsored by a Church or Church-Related Organization as described in Section 2.13 or a Qualified Church-Controlled Organization as described in Section 2.74. (Select (A) if applicable.)

(A)  **Non-QCCO.** The Plan is sponsored by a Non-Qualified Church-Controlled Organization as described in Section 2.60.

(4)  Other: \_\_\_\_\_ (Describe Employer, such as a governmental employer recognized as a Code § 501(c)(3) organization. The Employer must be an eligible employer within the meaning of Treas. Reg. § 1.403(b)-2(b)(8).)

(5) **ERISA Status.** (Select (A) or (B).)

(A)  **ERISA Plan.** The Plan is subject to ERISA, as described in Section 2.38. (Do not select if Election 1.01(b)(2), Governmental Plan, is selected.)

(B)  **Non-ERISA Plan.** The Plan is not subject to ERISA, as described in Section 2.58. (Select (i) if applicable.)

(i)  **Safe Harbor Non-ERISA Plan.** The Plan is intended to meet the requirements of DOL Reg. § 2510.3-2(f) as described in Section 2.83. (Select only if Election 1.01(b)(1), 501(c)(3) Organization, is selected.)

(c) **Administrative and Fiduciary Structure.** The functions and duties of the Employer, Administrator and any third parties are described in the attached 403(b) Administrative Addendum. Except to the extent elected below, the Employer shall be the Administrator as defined in Section 2.05 and the Investment Fiduciary as defined in Section 2.50: (Select (1) and/or (2) if applicable.)

(1)  Name of Administrator (if not the Employer): \_\_\_\_\_

- (2)  Name of Investment Fiduciary (if not the Employer): \_\_\_\_\_ (Select (A) if applicable.)
- (A)  As described in Section 2.50, the duties of the Investment Fiduciary shall be allocated as described in the Fiduciary Addendum. (Must also select Election 1.01(c)(2) and identify the Investment Fiduciary.)
- (d) **Plan Year End.** The last day of the Plan Year as defined in Section 2.66 is: 12/31 (MM/DD. If blank, the Plan Year End is described in the Additional Provisions Addendum.)
- (e) **Three Digit Plan Number:** 002 (From Form 5500, if applicable. Required only if Election 1.01(b)(5)(A), ERISA Plan, is selected.)
- (f) **Effective Dates.** The following Effective Dates apply, as described in Section 2.27: (Complete (1) and (2). Select (3) and/or (4) if applicable.)
- (1) **Adoption Agreement Effective Date:** 10/15/2025 (MM/DD/YYYY. Cannot be earlier than the later of (i) the first day of the current Plan Year or (ii) the Effective Date of the Plan. Cannot be earlier than the first day of the Plan Year in which the Plan is adopted.)
- (2) The Effective Date specified in Election 1.01(f)(1) is: (Select (A) or (B).)
- (A)  A new Plan Effective Date, except to the extent elected below: (Select (i) if applicable.)
- (i)  The Plan is an immediate continuation of a portion of a plan spun off from a larger plan that satisfied the ACP test using a safe harbor formula. Such formula shall continue without interruption under the Plan and the Plan may satisfy ACP testing under the safe harbor for the first Plan Year of the Plan, unless the Employer makes a subsequent change. The Plan is a spin off from a plan maintained by an entity that, prior to the Effective Date: (Select (I) or (II).)
- (I)  Was not a Related Employer of the Employer.
- (II)  Was a Related Employer of the Employer.
- (B)  A restated Plan Effective Date resulting from: (Select (i) or (ii). Complete (iii).)
- (i)  An amendment and restatement of Basic Plan Document #01 (or the Fidelity Workplace Services LLC 403(b) Volume Submitter Plan Basic Plan Document No. 20 or 22) and its Adoption Agreement, previously executed by the Employer.
- (ii)  A restatement to Basic Plan Document #01 and its Adoption Agreement #001.
- (iii) The original effective date of the Plan: 04/01/1952 (MM/DD/YYYY) (Required if (B) is selected.)
- (3)  **Special Effective Dates.** As described in Section 2.27(a), certain provisions of the Plan shall be effective as of a date other than the date specified in Election 1.01(f)(1), as described in the Special Effective Dates Addendum.
- (4)  **Plan Mergers Effective Dates.** As described in Section 2.27(b), certain plan(s) were merged into the Plan on or after the date specified in Election 1.01(f)(1), as described in the Plan Mergers Effective Dates Addendum.

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- (g)  **Frozen Plan.** The Plan is a frozen plan as described in Section 4.02. *If selected, this Election shall override any conflicting provisions of the Plan. (Select (1) or (2).)*
  - (1)  Contributions under the Plan are permanently discontinued, as described in Section 16.07(b). Accounts of all Employees shall be 100% Vested without regard to any vesting schedule selected in Election 1.16(c) of the Adoption Agreement.
  - (2)  Contributions under the Plan are temporarily suspended, as described in Section 16.07(b). The Employer reasonably expects to resume contributions at a later date.

**1.02 EMPLOYER**

- (a) **Employer Name:** Brandeis University
  - (1) Employer’s Tax Identification Number: 04-2103552
  - (2) Employer’s fiscal year end: 06/30 (MM/DD)

**Note:** *The Employer named above is the “Adopting Employer” as described in Section 2.34.*
- (b) **Participating Employers.** As described in Section 2.63, the term Employer includes the following additional Employers: *(Select (1) or (2).)*
  - (1)  **None.** No other employers may participate in the Plan.
  - (2)  As described in Section 2.63, certain other employers may participate in the Plan as described in the Participating Employers Addendum.

**Note:** *The IRS has not reviewed the provisions of the Fidelity 403(b) Pre-Approved Plan that relate to multiple employer plans as described in Code § 403(b)(15). The Employer cannot rely on the Opinion Letter with regard to the qualification of the Plan under Code § 403(b) if Unrelated Employers are permitted to be Participating Employers. The Pre-Approved Plan Provider does not represent that the Fidelity 403(b) Pre-Approved Plan or the Plan as adopted by the Employer meets the requirements of applicable law related to multiple employer plans under Code § 403(b)(15) and bears no responsibility for the actions of the IRS related to such use. The Employer must consult with an independent employee benefits advisor prior to selecting Election 1.02(b)(2).*

**1.03 VENDOR(S)**

As described in Section 2.89, the Vendor(s) of Investment Arrangement(s) under the Plan are listed in the attached 403(b) Administrative Addendum.

**1.04 COVERAGE**

As described in Articles 3 and 4, all Employees who meet the conditions specified below shall be eligible to participate in the relevant part of the Plan.

- (a) **Age Requirement.** As described in Section 3.01: *(Select (1), (2) or (3). Select (4) if applicable.)*
  - (1)  No minimum age requirement applies.
  - (2)  For all available contribution types, must have attained age: \_\_\_\_\_ *(See Notes.)*
  - (3)  The following minimum age requirement applies for each applicable contribution type: *(Select (A) or (B) for each contribution type.)*

	Deferral Contributions / Employee After-Tax Contributions / Qualified Nonelective Employer Contributions	Matching Employer Contributions	Nonelective Employer Contributions	Mandatory Contributions	Safe Harbor Matching Employer Contributions	Safe Harbor Nonelective Employer Contributions
<b>Age Requirement (See Notes.)</b>						
<b>(A)</b> Plan does not include this contribution type or no minimum age requirement applies.	X		X	X	X	X
<b>(B)</b> Must have attained age: ____ (Insert age in applicable column(s).)		21				

**Note:** “Matching Employer Contributions” excludes Safe Harbor Matching Employer Contributions described in Election 1.11(a)(3) and includes QMACs described in Section 5.07. “Nonelective Employer Contributions” excludes Safe Harbor Nonelective Employer Contributions described in Election 1.12(a)(3).

**Note:** An age requirement may be specified with respect to Deferral Contributions only if (1) the Employer maintains another plan that satisfies the universal availability requirements of Code § 403(b)(12) or (2) the Plan is a Church Plan.

**Note:** If the Plan is an ERISA Plan, the minimum age may not exceed age 21; however, the minimum age for Matching Employer Contributions and/or Nonelective Employer Contributions may be as high as age 26 if the Plan is maintained by a tax-exempt Employer exclusively for the benefit of Employees of an educational institution described in Code § 170(b)(1)(A)(ii), the Plan does not require more than one Year of Service for eligibility (e.g., two years of Eligibility Service may not be selected in Election 1.04(b)), and the Plan provides for 100% vesting after one Year of Vesting Service. If the Plan is a Governmental Plan or a Church Plan, no restrictions on the minimum age for participation apply.

**Note:** An age requirement may be specified with respect to Safe Harbor Matching Employer Contributions and/or Safe Harbor Nonelective Employer Contributions only if the Employer limits the allocation of such Safe Harbor Contributions for a Plan Year to those Participants whom the Administrator treats as benefiting in the disaggregated plan covering the includible Employees, and the Plan shall be disaggregated as described in Section 6.08(i) for nondiscrimination testing purposes.

**Note:** A minimum age requirement less than age 18 is subject to the terms governing the applicable Investment Arrangement.

- (4)  Differing age requirements apply for various Participant groups as described in the Coverage Addendum. Each group must be definitely determinable and cannot be subject to the discretion of the Employer. (The table in Election 1.04(a)(3) shall be repeated in the Coverage Addendum for each group. The Notes immediately above shall also apply.)
- (b) **Eligibility Service Requirement.** As described in Section 3.02: (Select: (1), (2) or (3). Select (4) if applicable.)
  - (1)  No Eligibility Service requirement applies for any contribution type. (Must select if Election 1.01(b)(5)(B)(i), Safe Harbor Non-ERISA Plan, is selected.)
  - (2)  The following Eligibility Service requirement applies for each contribution type: (Select (A), (B), (C) or (D) for each contribution type.)

Eligibility Service Requirement (See Notes.)	Deferral Contributions / Employee After-Tax Contributions / Qualified Nonelective Employer Contributions	Matching Employer Contributions	Nonelective Employer Contributions	Mandatory Contributions	Safe Harbor Matching Employer Contributions	Safe Harbor Nonelective Employer Contributions
(A) Plan does not include this contribution type or no Eligibility Service requirement applies.						
(B) ___ days of Eligibility Service (no minimum Hours of Service). (Insert number of days in each applicable column.)						
(C) ___ months of Eligibility Service (no minimum Hours of Service). Service need not be continuous (mere passage of time). (Insert number of months in each applicable column.)						
(D) One Year of Eligibility Service with at least ___ Hours of Service during the Eligibility Computation Period. (Insert number of Hours of Service in each applicable column.)						

**Note:** “Matching Employer Contributions” excludes Safe Harbor Matching Employer Contributions described in Election 1.11(a)(3) and includes QMACs described in Section 5.07. “Nonelective Employer Contributions” excludes Safe Harbor Nonelective Employer Contributions described in Election 1.12(a)(3).

**Note:** An Eligibility Service requirement may be specified with respect to Deferral Contributions only if (1) the Employer maintains another plan that satisfies the universal availability requirements of Code § 403(b)(12) or (2) the Plan is a Church Plan.

**Note:** If the Plan is an ERISA Plan, the period of Eligibility Service specified in Election 1.04(b)(2)(B) or (C) cannot exceed one year (that is, 365 days or 12 months) for any contribution type other than Matching Employer Contributions and Nonelective Employer Contributions. If the period of Eligibility Service exceeds one year, the Matching Employer Contributions or Nonelective Employer Contributions must be fully Vested. If the Plan is a Governmental Plan or a Church Plan, no limitations on Eligibility Service requirements apply.

**Note:** If the Plan is an ERISA Plan, the Hours-of-Service requirement specified in Election 1.04(b)(2)(D) cannot exceed an average of 83 1/3 hours/month or 1,000 hours/year.

**Note:** If Election 1.04(b)(2)(D) or Election 1.04(b)(3) and the Coverage Addendum is selected and Employees who normally work less than 20 hours per week are excluded under Election 1.04(d)(2)(D) or Election 1.04(d)(2)(G), the same method of calculating Hours of Service shall be used for both purposes.

**Note:** The maximum Eligibility Service requirement for Safe Harbor Matching Employer Contributions and Safe Harbor Nonelective Employer Contributions is one Year of Service.

**Note:** *An Eligibility Service requirement may be specified with respect to Safe Harbor Matching Employer Contributions and/or Safe Harbor Nonelective Employer Contributions only if the Employer limits the allocation of such Safe Harbor Contributions for a Plan Year to those Participants whom the Administrator treats as benefiting in the disaggregated plan covering includible Employees., and the Plan shall be disaggregated as described in Section 6.08(i) for nondiscrimination testing purposes.*

- (3)  Differing Eligibility Service requirements apply for various Participant groups as described in the Coverage Addendum. Each group must be definitely determinable and cannot be subject to the discretion of the Employer. *(The table in Election 1.04(b)(2) plus additional options shall be repeated in the Coverage Addendum for each group. The Notes immediately above shall also apply.)*
- (4)  **Hours of Service Crediting.** As described in Section 2.46(f), the Employer does not maintain records that accurately reflect the actual Hours of Service to be credited to an Employee. 190 Hours of Service shall be credited for each monthly payroll period in which the Participant performs an Hour of Service, unless (A) is selected below. *(Select (A) if applicable.)*
  - (A)  Hours of Service for Eligibility Service purposes shall be determined as described in the Coverage Addendum.
- (c)  **Eligibility Computation Period.** The Eligibility Computation Period is described in the Coverage Addendum, rather than the “anniversary period” described in Section 3.03(a).
- (d) **Eligible Employees.** As described in Section 2.31: *(Complete (1). Select (2) and/or (3) if applicable.)*
  - (1) Generally, the Employees eligible to participate in the Plan are as follows, subject to any exclusions selected in Election 1.04(d)(2): *(Select (A) or (B).)*
    - (A)  All Employees of the Employer.
    - (B)  Only Employees of the Employer who are covered by: *(Select (i) or (ii).)*
      - (i)  Any collective bargaining agreement with the Employer, provided such collective bargaining agreement requires the Employees to be included in the Plan.
      - (ii)  The following collective bargaining agreement(s) with the Employer: *(Describe collective bargaining agreement(s).)*

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**Note:** *Employees may be excluded from eligibility to participate in the Plan with respect to Deferral Contributions, but only if (1) the Employer maintains another plan that satisfies the universal availability requirements of Code § 403(b)(12) or (2) the Plan is a Church Plan.*

- (2)  **Excluded Employees.** Notwithstanding the selection(s) in Election 1.04(d)(1), the following Employees are excluded from participation in the Plan: *(Select one or more of (A) - (H).)*
  - (A)  Employees covered by a collective bargaining agreement are excluded from participation except with respect to eligibility to make Deferral Contributions (unless Election 1.04(d)(2)(A)(i) is elected below) unless the relevant collective bargaining agreement requires Employees to be included under the Plan for all purposes. *(Do not select if Election 1.04(d)(1)(B) is selected above. Select (i) if applicable.)*

- (i)  Employees covered by a collective bargaining agreement are excluded from making Deferral Contributions because the Employer maintains another plan that satisfies the universal availability requirements of Code § 403(b)(12) or the Employer is a Church. *(Select to confirm compliance with an exception to the universal availability rule.)*
- (B)  Highly Compensated Employees are excluded from participation except with respect to eligibility to make Deferral Contributions (unless Election 1.04(d)(2)(B)(i) is elected below). *(Do not select if the Plan is a Governmental Plan or a Church Plan. Select (i) if applicable.)*
  - (i)  Highly Compensated Employees are excluded from making Deferral Contributions because the Employer maintains another plan that satisfies the universal availability requirements of Code § 403(b)(12). *(Select to confirm compliance with an exception to the universal availability rule.)*
- (C)  Nonresident aliens who do not receive any earned income from the Employer which constitutes United States source income.
- (D)  Employees who normally work less than 20 hours per week. *(See Notes.)*
- (E)  Student Employees.
- (F)  Employees (other than Employees covered by a collective bargaining agreement and Highly Compensated Employees) eligible under another plan of the Employer which is a: *(Select (i), (ii) and/or (iii).)*
  - (i)  401(k) plan.
  - (ii)  403(b) plan.
  - (iii)  457(b) plan. *(Select only if the Employer is a Governmental entity.)*
- (G)  Per diem Employees are excluded from participation except with respect to eligibility to make Deferral Contributions (unless Election 1.04(d)(2)(G)(i) is elected below). *(See Notes. Select (i) if applicable.)*
  - (i)  Per diem Employees are excluded from making Deferral Contributions because the Employer maintains another plan that satisfies the universal availability requirements of Code § 403(b)(12) or the Employer is a Church. *(Select to confirm compliance with an exception to the universal availability rule.)*
- (H)  Other: The following Employees are excluded from Employer Matching contributions: a) Employees in a position normally scheduled for a 35-hour week who is scheduled to work fewer than 17.5 hours per week, an EE in a position normally scheduled for a 40-hour week who is scheduled to work fewer than 20 hours per week b) A Temporary Employee c) A post-doctoral fellow. *(Describe groups of excluded Employees (such as specific groups of Acquired Employees as defined in Section 2.31(j)) and from which contribution types they are excluded (such as Deferral Contributions, Matching Employer Contributions, Nonelective Employer Contributions, or a combination thereof). Employees may be excluded from making Deferral Contributions only if the Employer maintains*

another plan that satisfies the universal availability requirements of Code § 403(b)(12) or the Employer is a Church.)

**Note:** Eligibility to receive Matching Employer Contributions and Nonelective Employer Contributions is described in Elections 1.11 and 1.12, respectively. Eligibility to make Rollover Contributions is described in Election 1.09.

**Note:** If an Hours of Service-based Eligibility Service requirement is selected in Election 1.04(b)(2)(D) or Election 1.04(b)(3) and the Coverage Addendum, and Employees who normally work less than 20 hours per week are excluded under Election 1.04(d)(2)(D) or (G), the same method of calculating Hours of Service shall be used for both purposes.

**Note:** The exclusion of per diem Employees in Election 1.04(d)(2)(G) is subject to the same restrictions that apply to Employees who would be excluded under Election 1.04(d)(2)(D).

**Note:** The excluded group defined in Election 1.04(d)(2)(H) must be a definitely determinable group and cannot be subject to the discretion of the Employer. The excluded group cannot violate the universal availability rule of Treas. Reg. § 1.403(b)-5(b), after taking into consideration the entity rules of Treas. Reg. § 1.403(b)-5(b)(3) and the transition rules of Treas. Reg. § 1.403(b)-10(d). Unless the Plan is a Church Plan, the excluded group defined in Election 1.04(d)(2)(H) may not be based on age or service, except with respect to Employees who work normally less than 20 hours per week.

**Note:** Unless the Plan is a Governmental Plan or a Church Plan, exclusion of Employees may adversely affect the Plan's satisfaction of the minimum coverage requirements to the extent required by Code § 410(b). The design of the classifications cannot be such that the only Non-Highly Compensated Employees benefiting under the Plan are those with the lowest compensation and/or the shortest periods of service and who may represent the minimum number of such employees necessary to satisfy coverage under Code § 410(b), if applicable.

**Note:** Certain employees (Leased Employees and residents of Puerto Rico) are excluded automatically pursuant to Section 2.31, regardless of any selections in Election 1.04(d).

- (3)  **Reclassified Employees.** As described in Section 2.32(c), Reclassified Employees shall be permitted to participate in the Plan as follows: An individual who is retained by Brandeis as a leased or contract employee but who is retroactively determined by a court of competent jurisdiction to be a bona fide employee shall continue to be classified as a leased or contract employee for purposes of this Plan and, notwithstanding such determination, shall not be considered an Eligible Employee hereunder for purpose of being eligible to receive Matching Contributions but shall be eligible to make Pre-Tax Deferrals (Voluntary Contributions). (Specify categories of Reclassified Employees if not all. Specify contribution types if not all, including Deferral Contributions if the Plan is a Church Plan.)
- (e) **Entry Date(s).** As described in Section 4.01(a), the Plan's Entry Date(s) for Eligible Employees are as follows: (Select (1) or (2). Select (3) if applicable.)
  - (1)  The Entry Date for all contribution types shall be immediately following or coincident with the satisfaction of the relevant age and Eligibility Service requirements in Elections 1.04(a) and 1.04(b). (Must select if Election 1.01(b)(5)(B)(i), Safe Harbor Non-ERISA Plan, is selected.)
  - (2)  The Entry Date for each type of contribution is as follows, after each Eligible Employee meets the relevant age and Eligibility Service requirements in Elections 1.04(a) and 1.04(b): (Select one of (A) – (H) for each type of contribution.)

<b>Entry Date</b> <i>(See Notes.)</i>	Deferral Contributions / Employee After-Tax Contributions / Qualified Nonelective Employer Contributions	Matching Employer Contributions	Nonelective Employer Contributions	Mandatory Contributions	Safe Harbor Matching Employer Contributions	Safe Harbor Nonelective Employer Contributions
<b>(A)</b> Plan does not include this contribution type.			X	X	X	X
<b>(B)</b> Immediately following or coincident with the satisfaction of the relevant age and Eligibility Service requirements in Elections 1.04(a) and 1.04(b).	X					
<b>(C)</b> The first day of each Plan Year and the first day of the seventh month of each Plan Year.						
<b>(D)</b> The first day of each Plan Year and the first day of the fourth, seventh, and tenth months of each Plan Year.						
<b>(E)</b> The first day of each month.		X				
<b>(F)</b> The first day of each Plan Year.						
<b>(G)</b> Other: _____ <i>(Describe the Entry Date for each contribution type to which this row applies.)</i>						

**Note:** “Matching Employer Contributions” excludes Safe Harbor Matching Employer Contributions described in Election 1.11(a)(3) and includes QMACs described in Section 5.07. “Nonelective Employer Contributions” excludes Safe Harbor Nonelective Employer Contributions described in Election 1.12(a)(3). “Safe Harbor Matching Employer Contributions” excludes QACA Safe Harbor Plans; see the Automatic Enrollment Addendum for QACA Safe Harbor Plans.

**Note:** Only Church Plans may specify an Entry Date for Deferral Contributions which is other than Election 1.04(e)(2)(A) or (B).

**Note:** Election 1.04(e)(2)(F) may not be selected if there is an age requirement of more than age 20½ in Election 1.04(a) or if there is an Eligibility Service requirement of more than six months in Election 1.04(b), unless the Plan is a Governmental Plan or a Church Plan.

**Note:** If Election 1.04(e)(2)(G) is selected, unless the Plan is a Governmental Plan or a Church Plan, the Entry Date must be within six (6) months of any Eligible Employee’s satisfaction of the relevant age and Eligibility Service requirements in Elections 1.04(a) and 1.04(b).

**(3)**  Differing Entry Dates apply for various Participant groups and contribution types as described in the Coverage Addendum. Each group must be definitely determinable and cannot be subject to the discretion of the Employer. *(If selected, the table in Election 1.04(e)(2) shall be repeated in the Coverage Addendum for each group. The Notes immediately above shall also apply.)*

**Note:** If another plan is merged into the Plan, the Plan may provide on the Plan Mergers Effective Dates Addendum that the Effective Date of the merger is also an Entry Date with respect to certain Employees.

**(f) Date of Initial Participation/Waiver of Age and Eligibility Service Requirements.** As described in Sections 4.01(b) and 4.01(e), the relevant age and Eligibility Service requirements in Elections 1.04(a) and 1.04(b) shall be waived in the following circumstances: (If (1) is selected, do not select (2), (3), (4), (5) or (6). If (5) is selected, do not select (1), (2) or (3). Select (4) and/or (6) if applicable.)

- (1)  No exceptions apply.
- (2)  Eligible Employees employed on \_\_\_\_\_ (Insert date, such as the Adoption Agreement Effective Date if applicable.) shall become Participants on such date with respect to all available contribution types, regardless of whether the relevant age and Eligibility Service requirements of the restated Plan are satisfied.
- (3)  Eligible Employees who have satisfied the relevant age and Eligibility Service requirements on \_\_\_\_\_ (Insert date.) shall become Participants on such date with respect to all available contribution types.
- (4)  **Merged-In Plans.** The relevant age and Eligibility Service requirements applicable to certain Employees are described in the Plan Mergers Effective Dates Addendum. (Election 1.01(f)(4) must also be selected.)
- (5)  The date of initial participation for each type of contribution is as follows: (Select (A), (B) or (C) for each type of contribution.

<b>Date of Initial Participation/Waiver of Age and Eligibility Service Requirements. (See Notes.)</b>	Deferral Contributions / Employee After-Tax Contributions / Qualified Nonelective Employer Contributions	Matching Employer Contributions	Nonelective Employer Contributions	Mandatory Contributions	Safe Harbor Matching Employer Contributions,	Safe Harbor Nonelective Employer Contributions
(A) Plan does not include this contribution type or no exceptions apply.						
(B) Eligible Employees employed on _____ (Insert date in each applicable column, such as the Adoption Agreement Effective Date.) shall become Participants on such date, regardless of whether the relevant age and Eligibility Service requirements of the restated Plan are satisfied.						
(C) Eligible Employees who have satisfied the relevant age and Eligibility Service requirements on _____ (Insert date in each applicable column.) shall						

become Participants on such date.						
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**Note:** “Matching Employer Contributions” excludes Safe Harbor Matching Employer Contributions described in Election 1.11(a)(3). “Nonelective Employer Contributions” excludes Safe Harbor Nonelective Employer Contributions described in Election 1.12(a)(3).

**Note:** If the Plan is an ERISA Plan, the initial participation date must be the earlier of (1) the first day of the Plan Year beginning after the date the Employee completes the age and Eligibility Service requirements of ERISA § 202 (Code § 410(a)) or (2) six months after the date the Employee completes such age and Eligibility Service requirements.

- (6)  Differing dates of initial participation/waivers of age and Eligibility Service requirements apply for various Participant groups as described in the Coverage Addendum. Each group must be definitely determinable and cannot be subject to the discretion of the Employer. (If selected, the table in Election 1.04(f)(5) shall be repeated in the Coverage Addendum for each group. The Notes immediately above shall also apply.)
- (g)  **Coverage Addendum.** See the Coverage Addendum for additional provisions.

**1.05 COMPENSATION**

- (a) **Base Compensation.** As described in Section 2.16(a), the definition of “base compensation” prior to making the additional adjustments elected in Election 1.05(b), if any, shall be as follows: (Select one of (1), (2), (3) or (4). If the Plan is a frozen plan as described in Election 1.01(g), no election is required.)
  - (1)  **W-2 Wages.** The “W-2 Wages” definition described in Section 2.16(a)(1).
  - (2)  **Code § 3401 Withholding Wages.** The “Code § 3401(a) Withholding Wages” definition described in Section 2.16(a)(2).
  - (3)  **415 Compensation.** The “§ 415 Compensation” definition described in Section 2.16(a)(3).
  - (4)  The definition of base compensation is described in the Compensation Addendum.
- (b)  **Compensation Adjustments.** As described in Section 2.16(b), the definition of Compensation elected in Election 1.05(a) shall be adjusted by excluding or including the following: (Select one or more of (1) – (15) for each contribution type. Select (16) if applicable.)

Compensation Adjustment(s) (See Notes.)	All Available Contribution Types*	Deferral Contributions / Employee After-Tax Contributions / Qualified Nonelective Employer Contributions	Matching Employer Contributions	Nonelective Employer Contributions	Mandatory Contributions	Safe Harbor Matching Employer Contributions	Safe Harbor Nonelective Employer Contributions
(1) Contribution type is not available or no adjustments apply.							

(2) Reimbursements or other expense allowances shall be excluded.							
(3) Fringe benefits (cash and noncash) shall be excluded.							
(4) Moving expenses shall be excluded.							
(5) All Deferred Compensation shall be excluded.							
(6) Welfare benefits shall be excluded.							
(7) Differential Wage Payments described in Section 2.22 shall be excluded.							
(8) Unused leave described in Section 2.16(b)(1)(C)(ii) shall be excluded.							
(9) Overtime pay shall be excluded.	X						
(10) Bonuses shall be excluded.	X						
(11) Commissions shall be excluded.							
(12) Amounts related to termination of employment which are received prior to Severance from Employment shall be excluded. <i>(For example, amounts paid as part of a voluntary employee buyout paid prior to Severance from Employment.)</i>							
(13) Deemed Code § 125 Compensation described in Section 2.16(b)(2)(A) shall be <u>included</u> .							
(14) Other amounts shall be excluded as described in the Compensation Addendum.	X						
(15) Other amounts shall be <u>included</u> as described in the Compensation Addendum.							

\*If “All Available Contribution Types” is selected, do not complete any other columns.

- (16)  Differing adjustments apply to the definition of Compensation apply at the Plan level or for different contribution types and/or various Participant groups as described in the Compensation Addendum. Each group must be definitely determinable and cannot be subject to the discretion of the Employer. *(The table in Election 1.05(b) shall be repeated in the Addendum for each group. The Notes immediately below shall also apply.)*

**Note:** “Matching Employer Contributions” excludes Safe Harbor Matching Employer Contributions described in Election 1.11(a)(3). “Nonelective Employer Contributions” excludes Safe Harbor Nonelective Employer Contributions described in Election 1.12(a)(3).

**Note:** Generally, if the Employer selects only Election 1.05(b)(2) through 1.05(b)(8), Compensation shall not be required to be tested to show that it meets the requirements of Code § 414(s) if applicable and it shall be deemed an acceptable definition of Compensation for Safe Harbor Nonelective Employer Contributions. The selection of any other options may require additional nondiscrimination testing, if applicable.

**Note:** Compensation for purposes of Safe Harbor Matching Employer Contributions and Safe Harbor Nonelective Employer Contributions is regular, Code § 414(s) compensation, except no dollar cap, other than the Code § 401(a)(17) cap, can apply.

**Note:** If different definitions of Compensation are selected for purposes of Deferral Contributions and Safe Harbor Matching Employer Contributions, the Administrator is responsible for demonstrating that the safe harbor matching contribution requirement of Treas. Reg. § 1.401(k)-3(c)(4) is satisfied if applicable.

**Note:** If different definitions of Compensation are selected for purposes of Safe Harbor Nonelective Employer Contributions made by various Related Employers, the Administrator is responsible for demonstrating that the safe harbor nonelective contribution requirement of Treas. Reg. § 1.401(k)-3(b)(2) is satisfied if applicable.

**Note:** Compensation for purposes of Deferral Contributions and Safe Harbor Matching Employer Contributions should be the same in order to maximize the Safe Harbor Matching Employer Contribution.

**(c) Compensation for the First Year of Participation.** As described in Section 2.16(c), Compensation for the first Plan Year in which an Employee becomes a Participant shall include the following for each applicable contribution type: *(Select (1), (2) or (3) for each contribution type.)*

First Year Compensation <i>(See Notes.)</i>	All Available Contribution Types*	Deferral Contributions / Employee After-Tax Contributions / Qualified Nonelective Employer Contributions	Matching Employer Contributions	Nonelective Employer Contributions	Mandatory Contributions	Safe Harbor Matching Employer Contributions	Safe Harbor Nonelective Employer Contributions
<b>(1) Participating Compensation.</b> Compensation only for the portion of the Plan Year in which the Employee is eligible to participate, or the Plan does not include the contribution type.	X						
<b>(2) Plan Year Compensation.</b> Compensation for the entire Plan Year.							
<b>(3) Other:</b> _____ <i>(Specify if Participating Compensation or Plan Year Compensation is applicable with respect to specific groups of Participants for each contribution type to which this row applies. Each group must be definitely determinable.)</i>							

**Note:** “Matching Employer Contributions” excludes Safe Harbor Matching Employer Contributions described in Election 1.11(a)(3). “Nonelective Employer Contributions” excludes Safe Harbor Nonelective Employer Contributions described in Election 1.12(a)(3).

**Note:** If Election 1.05(c)(1) is selected, the Administrator shall consider only Participating Compensation when applying any contribution limit or formula under the Plan.

**(d)  Compensation for Nonelective Employer Contributions in Short Initial Plan Year.** As described in Section 2.16(d), for purposes of determining the amount of Nonelective Employer Contributions (other than Safe Harbor Nonelective Employer Contributions) for the first Plan Year, Compensation for the following period shall be used: *(Select (1) or (2) only if the initial Plan Year of the Plan is a short plan year.)*

- (1)  Compensation for the 12-month period ending on the last day of the initial Plan Year.
- (2)  Compensation for the 12-month period ending on the last day of the initial Plan Year shall be used, but only for those Employees who become Active Participants on the Effective Date of the Plan. For all other Employees, only Compensation for the period in which they are eligible.

**Note:** Elections 1.05(d)(1) and 1.05(d)(2) are independent of any selections made in Election 1.05(c).

- (e)  **Compensation Addendum.** See the Compensation Addendum for additional provisions.

**1.06 TESTING RULES**

**Note:** Do not complete Section 1.06 if (1) the Plan is a Governmental Plan or Church Plan or (2) Election 1.01(b)(5)(B)(i), Safe Harbor Non-ERISA Plan, is selected.

- (a) **ACP Test.** As described in Section 6.05(b), the testing method for purposes of applying the ACP test shall be: (Select (1), (2) or (3).)

- (1)  **Current Year Testing Method.** As described in Section 6.05(b)(1), the ACP of Highly Compensated Employees for the Plan Year shall be compared to the ACP of Non-Highly Compensated Employees for the same Plan Year. (Must select if Election 1.11(a)(3), Safe Harbor Matching Employer Contributions or Election 1.12(a)(3), Safe Harbor Nonelective Employer Contributions, is selected.)
- (2)  **Prior Year Testing Method.** As described in Section 6.05(b)(2), the ACP of Highly Compensated Employees for the Plan Year shall be compared to the or ACP of Non-Highly Compensated Employees for the immediately preceding Plan Year.
- (3)  **Not applicable.** (Select if the Plan would otherwise be subject to ACP testing, but the Plan is a frozen plan; does not include Matching Employer Contributions, Nonelective Employer Contributions or After-Tax Employee Contributions; and/or does not permit Highly Compensated Employees to participate.)

**Note:** Restrictions apply to changing testing methods. See Section 6.05(b)(3)(D).

- (b)  **First Year Testing Method.** If the Plan is a new Plan as elected in Election 1.01(f)(2)(A), then, as described in Section 6.05(b)(2), the ACP test for the first Plan Year shall be applied by assuming a 3% ACP for Non-Highly Compensated Employees instead the actual ACP for such first Plan Year.
- (c)  **HCE Determinations: Top-Paid Group Election.** As described in Section 2.45, any Employee with Compensation in excess of \$135,000 (as adjusted for periods after 2022) for the look-back year is a Highly Compensated Employee only if the Employee was in the top-paid group (the top 20% of Employees ranked by Compensation) for the preceding year.

**Note:** Election 1.06(c) must apply consistently to all retirement plans of the Employer for determination years that begin with or within the same calendar year.

**1.07 DEFERRAL CONTRIBUTIONS**

- (a)  **Regular Deferral Contributions.** As described in Section 5.03(b)(1), the Employer shall make Deferral Contributions on behalf of each eligible Participant who has a salary reduction agreement in effect with the Employer for the relevant payroll period. Deferral Contributions shall be limited to 100% of Compensation unless Election 1.07(a)(1) is selected below. (Must be selected unless the

*Plan is a Church Plan or the Employer maintains another plan that satisfies the universal availability requirements of Code § 403(b)(12). Select (1) and/or (2) if applicable.)*

- (1)  Deferral Contributions shall not exceed \_\_\_\_\_% (Must be a whole number less than 100.) of Compensation. (Select only if the Plan is a Church Plan, the Employer maintains another plan that satisfies the universal availability requirements of Code § 403(b)(12) or if otherwise permitted under the Code.)
- (2)  As described in Section 5.03(a)(3), instead of specifying a percentage of Compensation, a Participant’s salary reduction agreement may specify a dollar amount to be contributed each payroll period, provided such dollar amount does not exceed the maximum percentage of Compensation specified in Election 1.07(a) or 1.07(a)(1) if applicable and such salary reduction agreement does not require a minimum deferral amount higher than \$200 per year.

**Note:** *Deferral Contributions may not exceed the limit imposed by Code § 402(g) or, if less, the limitations on Deferral Contributions described in Section 5.03 or other applicable Plan provisions.*

- (b)  **Catch-Up Contributions.** As described in Section 5.03(b)(2), eligible Participants may elect to make Catch-Up Contributions as elected below: (Select (1) and/or (2).)

- (1)  **Age 50 Catch-Up Contributions.** As described in Section 5.03(b)(2)(A), all eligible Participants may elect to contribute Age 50 Catch-Up Contributions to the Plan, subject to the following: (Complete (A) and/or (B) if applicable. See Note.)

- (A)  The following deferral limit applies to Participants eligible to make Age 50 Catch-Up Contributions: \_\_\_\_\_% (Cannot be less than 75% and must be a whole number other than 100.) of Compensation. (Select only if the Plan is a Church Plan, the Employer maintains another plan that satisfies the universal availability requirements of Code § 403(b)(12) or as otherwise permitted under the Code.)

- (B)  Participants covered by a collective-bargaining agreement under which retirement benefits were a subject of good faith bargaining may not make Age 50 Catch-Up Contributions unless the bargaining agreement specifically requires that eligible Participants be permitted to make Age 50 Catch-Up Contributions. (Select only if the Plan is a Church Plan, the Employer maintains another plan that satisfies the universal availability requirements of Code § 403(b)(12) or as otherwise permitted under the Code.)

**Note:** *The Employer may not select Election 1.07(b)(1) unless all applicable plans (as defined in Code § 414(v)(6)(A), other than any plan that is qualified under Puerto Rico law or that covers only Employees who are covered by a collective bargaining agreement under which retirement benefits were a subject of good faith bargaining) maintained by the Employer and by any other employer that is treated as a single employer with the Employer under Code § 414(b), (c), (m) or (o) also permit Catch-Up Contributions in the same dollar amount.*

- (2)  **Special Section 403(b) Catch-Up Contributions.** As described in Section 5.03(b)(2)(B), eligible Participants may elect to contribute Special Section 403(b) Catch-Up Contributions to the Plan, subject to the following: (Select only if the Employer is a Qualified Organization. Select (A) if applicable.)

- (A)  As described in Sections 2.21 and 2.93, the Plan limits Denominational Service as Service for the Employer as follows: \_\_\_\_\_ (Describe.)

- (c)  **Roth 403(b) Contributions.** As described in Section 5.03(c), eligible Participants shall be permitted to designate (or be deemed to designate) that a portion or all of their future Deferral Contributions shall be Roth 403(b) Contributions that are includable in the Participant’s gross income at the time contributed.
- (d)  **Automatic Enrollment Contributions.** As described in Section 5.03(d)(1), unless they affirmatively elect otherwise, certain Eligible Employees who are not suspended from making Deferral Contributions shall be automatically enrolled at the contribution rate specified in Election 1.07(d)(1) or 1.07(d)(3) (“Automatic Enrollment Contributions”), the Administrator’s separate procedures and the following: *(Do not select if Election 1.01(b)(5)(B)(i), Safe Harbor Non-ERISA Plan, is selected. Select (1) or (3). Select (2) if the Plan includes an EACA.)*
- (1)  **Automatic Enrollment Contribution Rate.** As described in Section 5.03(d)(1)(E), Covered Employees described in the Administrator’s separate procedures (who are not suspended from making Deferral Contributions) shall be automatically enrolled at the rate of 3% of Compensation. *(If selected, do not select Election 1.07(d)(3). Select (A) if applicable.)*
  - (A)  **Roth 403(b) Automatic Enrollment Contributions.** As described in Section 5.03(d)(1)(D), Automatic Enrollment Compensation reduction amounts shall be contributed to the Plan as Roth 403(b) Contributions as described in Section 5.03(c).

**Note:** *Automatic Enrollment Contributions shall be further described in the Administrator’s separate procedures agreed to by each applicable Vendor. Such procedures are considered Investment Arrangement Documentation, are incorporated by reference in the Plan, and may be obtained by contacting the Plan Administrator. Such procedures must be definitely determinable and not discriminatory if the Plan is subject to ERISA. Such separate procedures may include the following: effective date of the Automatic Enrollment provision; participants to be automatically enrolled (for example, only Employees hired after a certain date or without a deferral election); treatment of rehired Employees and Employees previously on a leave of absence or suspended from making contributions; length of notification period; requirements for different groups of Employees; periodic reenrollment in the Automatic Enrollment program; timing of annual increases; and similar administrative requirements. Each group covered by Automatic Enrollment must be definitely determinable.*

**Note:** *The Employer is responsible for ensuring that Automatic Enrollment Contributions are permitted under applicable law if the Plan is not subject to ERISA.*

- (2)  **Eligible Automatic Contribution Arrangement (“EACA”).** As described in Section 5.03(d)(2), the Plan includes an eligible automatic contribution arrangement (“EACA”) described in Code § 414(w). *(Select (A) if applicable.)*
  - (A)  As described in Section 5.03(d)(2)(B), additional provisions apply as described in the Automatic Enrollment Addendum to the Adoption Agreement.

**Note:** *The EACA shall be further described in the Administrator’s separate procedures agreed to by each applicable Vendor. Such procedures must be definitely determinable and not discriminatory if the Plan is subject to ERISA. If the EACA does not cover all Eligible Employees, the Plan is not eligible for the extended six-month period for correcting excess contributions and excess aggregate contributions without incurring an excise tax under Code § 4979(f)(1). Each group covered by the EACA must be definitely determinable.*

- (3)  **Qualified Automatic Contribution Arrangement (“QACA”).** As described in Section 5.03(d)(3), the Plan includes a qualified automatic contribution arrangement (“QACA”)

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described in Code § 401(k)(13), as described in the Automatic Enrollment Addendum to the Adoption Agreement.

**1.08 OTHER CONTRIBUTIONS**

- (a)  **Employee After-Tax Contributions.** As described in Section 5.04(a), Eligible Participants may make Employee After-Tax Contributions to the extent permitted under the terms governing the applicable Investment Arrangement and the following: *(Select (1), (2) and/or (3) if applicable.)*
  - (1)  Employee After-Tax Contributions shall not exceed \_\_\_\_\_% *(Must be a whole number.)* of Compensation. *(Select only if other than 100 %.)*
  - (2)  Instead of specifying a percentage of Compensation, a Participant’s salary reduction agreement may specify a dollar amount to be contributed each payroll period, provided such dollar amount does not exceed the maximum percentage of Compensation specified in Section 1.08(a)(1) and such salary reduction agreement does not require a minimum deferral amount higher than \$200 per year.
  - (3)  Additional rules apply as described in the Additional Provisions Addendum.

*Note: The ability to make Employee After-Tax Contributions is a benefit, right or feature subject to discrimination testing under Code § 401(a)(4), if applicable. If a minimum percentage is specified above, it should be reviewed to be sure that under the facts and circumstances of the Plan, Employee After-Tax Contributions are effectively available to employees who are not Highly Compensated Employees, if relevant.*
- (b)  **Frozen Employee After-Tax Contributions.** As described in Section 5.04(b), Participants may not currently make Employee After-Tax Contributions to the Plan but were able to in the past.
- (c)  **Mandatory Contributions.** As described in Section 5.05, Mandatory Contributions to the Plan are required as described in the Additional Provisions Addendum.

**1.09 ROLLOVER CONTRIBUTIONS AND CONVERSIONS**

- (a)  **Rollover Contributions.** As described in Section 5.06 and subject to the terms governing the applicable Investment Arrangement, Eligible Employees who have satisfied the age and Eligibility Service requirements to make Deferral Contributions selected in Elections 1.04(a) and 1.04(b) of the Adoption Agreement and who are not then Inactive Participants may roll over to the Plan any Eligible Rollover Distribution or amount treated as a Rollover Contribution under applicable law, subject to the following: *(Must select if Election 1.01(b)(5)(B)(i), Safe Harbor Non-ERISA Plan, is selected. Select (1), (2) and/or (3) if applicable.)*
  - (1)  **Expanded Rollover Eligibility.** As described in Sections 4.01(c), 4.03(a) and 5.06(b)(1) and subject to the terms governing the applicable Investment Arrangement and the Plan’s terms and policies regarding Rollover Contributions, the following Employees and/or Inactive Participants are also eligible to make Rollover Contributions to the Plan: *(Select (A) and/or (B) or (C) if applicable.)*
    - (A)  Eligible Employees who have not yet satisfied the age and Eligibility Service requirements to make Deferral Contributions specified in Elections 1.04(a) and 1.04(b) of the Adoption Agreement.
    - (B)  Inactive Participants who have not had a Severance from Employment.

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- (C)  All Inactive Participants.
- (2)  **After-Tax Amounts.** As described in Section 5.06(c)(1), the Plan shall not accept Rollover Contributions of after-tax amounts, whether direct or indirect. *(If not selected, the Plan will accept Rollover Contributions of after-tax amounts.)*
- (3)  **Designated Roth Contributions.** As described in Section 5.06(d)(1), the Plan shall not accept Rollover Contributions of designated Roth contributions. *(If not selected, the Plan shall accept Rollover Contributions of designated Roth Contributions. Must select if Election 1.07(c), Roth 403(b) Contributions, is not selected to prohibit Rollover Contributions of designated Roth contributions. If Election 1.07(c) is selected, select Election 1.09(a)(3) to prohibit Rollover Contributions of designated Roth contributions.)*
- (b)  **In-Plan Roth Rollover Contributions.** As described in Section 5.06(h) and subject to the terms governing the applicable Investment Arrangement, any Participant, Spousal alternate payee or Spousal Beneficiary may elect to have otherwise distributable portions of such Participant's Account, which are not part of an outstanding loan balance and are not "designated Roth contributions" under the Plan, considered "designated Roth contributions" for purposes of the Plan unless restricted below. *(Election 1.07(c), Roth 403(b) Contributions, must also be selected. Select (1) if applicable.)*
- (1)  Only a Participant who is employed by the Employer (or a Spousal alternate payee or Spousal Beneficiary of such a Participant) may elect to make an in-plan Roth Rollover.

**Note:** *Select Election 1.09(b)(1) to prevent Participants who have had a Severance from Employment, and Spousal Beneficiaries and Spousal alternate payees of such Participants, from being eligible to perform an in-plan Roth rollover contribution transaction. Such individuals are eligible to elect an indirect rollover from the Plan to a separate Roth IRA.*

- (c)  **In-Plan Roth Conversions.** As described in Section 5.06(i) and subject to the terms governing the applicable Investment Arrangement, any Participant who is employed by the Employer and has not had a Severance from Employment may elect to have any part of the amounts described in (1) below which are held in his or her Account, fully Vested, not part of an outstanding loan balance, not currently distributable (effective for in-plan Roth conversions after December 31, 2012) and not "designated Roth contributions" under the Plan, be considered "designated Roth contributions" for purposes of the Plan. *(Election 1.07(c), Roth 403(b) Contributions, must also be selected. Select (1) and/or (2) if applicable.)*
- (1)  The following contribution types and/or Investment Arrangements are eligible for in-plan Roth conversion treatment: \_\_\_\_\_ *(Must be definitely determinable and not subject to the Employer's discretion.)*
- (2)  Additional restrictions apply to in-plan Roth Conversions as described in the Additional Provisions Addendum.

**1.10 QUALIFIED NONELECTIVE EMPLOYER CONTRIBUTIONS**

**Note:** *As provided in Section 5.09(a), the Employer may contribute any amount which it designates as a Qualified Nonelective Employer Contribution ("QNEC") for any permissible purpose without making any elections below. As provided in Section 5.09(b), if Deferral Contributions or Employee After-Tax Contributions are permitted under the Plan, then except as provided in Section 5.09(b)(1) or if elected below, the QNEC shall be allocated to all Participants who were eligible to participate in the Plan at any time during the Plan Year and are Non-Highly Compensated Employees (except as may be modified the Nonelective Employer Contributions Addendum with regard to prevailing wage contributions) in the ratio which each such Participant's "testing compensation," as defined in*

Section 2.16(j), bears to the total of all such Participants' "testing compensation" for the Plan Year. (Do not complete Election 1.10 if (1) Election 1.01(b)(5)(B)(i), Safe Harbor Non-ERISA Plan, is selected, (2) the Plan is a Governmental Plan or (3) the Plan is a Church Plan. Select (a) and/or (b).)

- (a)  **Testing Failures.** As described in Section 5.09(b)(1), QNECs intended to correct nondiscrimination testing failures shall be allocated only among Non-Highly Compensated Employees who are designated by the Employer as eligible to receive a QNEC for the Plan Year but not in excess of the "regulatory maximum" described in Section 5.09(b)(1). (Select only if Election 1.06(a)(2), Prior Year Testing Method, is not selected.)

**Note:** If Election 1.10(a) is selected, each eligible Participant who is a Non-Highly Compensated Employee shall be considered in his or her own allocation group. The Employer shall notify the Administrator of the amount allocable to each group.

- (b)  **Other.** As described in Section 5.09(b)(2), the Employer has elected to make a QNEC as described in the Nonelective Employer Contributions Addendum to the Adoption Agreement.

**1.11 MATCHING EMPLOYER CONTRIBUTIONS**

**Note:** Do not complete Election 1.11 if Election 1.01(b)(5)(B)(i), Safe Harbor Non-ERISA Plan, is selected.

- (a)  **Matching Employer Contributions.** The Plan provides for Matching Employer Contributions as described in Section 5.08 on behalf each "eligible" Participant as provided in this Election 1.11. For purposes of this Election 1.11, "eligible" Participant generally means any Participant who is an Active Participant during the Contribution Period and who satisfies the requirements selected in Elections 1.11(e) and 1.13. (Select (1), (2) and/or (3).)

- (1)  **Nondiscretionary Matching Employer Contributions.** As described in Section 5.08(a), the Employer shall make Matching Employer Contributions on behalf of each "eligible" Participant in an amount equal to the following percentage of the "eligible contributions" made by such "eligible" Participant during the relevant Contribution Period: (Select (A), (B) and/ or (C).)

- (A)  **Flat Percentage Match.** (Complete (i). Select (ii) if applicable.)

- (i)  0% of each "eligible" Participant's Compensation contributed to the Plan, subject to the following: (Select (a) or (b) if applicable. Select (c) or (d) if applicable. Select (e) if applicable.)

- (a)  Contributions in excess of \_\_\_\_% of each "eligible" Participant's Deferral Contributions for each Contribution Period shall not be considered for Matching Employer Contributions.

- (b)  Contributions in excess of \$\_\_\_\_ of each "eligible" Participant's Deferral Contributions for each Contribution Period shall not be considered for Matching Employer Contributions.

- (c)  Matching Employer Contributions for each "eligible" Participant for each Plan Year shall be limited to \_\_\_\_% of such Participant's Compensation.

- (d)  Matching Employer Contributions for each "eligible" Participant for each Plan Year shall be limited to \$\_\_\_\_.

- (e)  Other: For each payroll period, on behalf of Participants who contribute a minimum of 3% of their eligible Compensation to the 403(b) plan, the match is as follows:
1. 6% of Compensation for each payroll period for a Participant who is under age 50 as of 7/1 of each year; and
  2. 8% of Compensation for each payroll period for a Participant who is age 50 or older as of 7/1 of each year.
- For a Participant making Deferral Contributions during a Plan Year and who is restricted from making Deferral Contributions due to the limit on elective deferrals under Code section 402(g) after taking into account Catch-up Deferrals, if applicable, the Participant shall be credited with a true-up Matching Contribution, for the pay periods during which the Participant was so limited. However, the aggregate true-up Matching Contribution plus all Matching Contributions made for the Plan Year (without regard to the true-up Matching Contribution) shall not exceed the elective deferral limit (plus the limit on Catch-up Deferrals, if applicable) multiplied by the matching contribution rate applicable to the Participant. The matching contribution rate under 1 above is 200% (6% divided by 3%) and is 266% (8% divided by 3%) under 2 above.  
 . (Describe.)

- (ii)  Differing flat matching percentages apply for various groups of “eligible” Participants as described in the Matching Employer Contributions Addendum. (Election (i) above shall be repeated in the Matching Employer Contributions Addendum and the Note below shall apply. Each group must be definitely determinable.)

**Note:** Unless the Plan is a Governmental Plan or Church Plan, the group of “eligible” Participants benefiting under each match rate must satisfy the nondiscriminatory coverage requirements of Code § 410(b) and the group to whom the match rate is effectively available must not substantially favor HCEs. The Employer must notify the Administrator in writing of the amount of such Matching Employer Contributions for each such group.

- (B)  **Tiered Percentage Match.** (Complete (i). Select (ii) if applicable.)

- (i)  To all “eligible” Participants as follows subject to any limitations elected immediately below: (Complete the applicable tiers. Select (a) or (b) if applicable. Select (c) or (d) if applicable. Select (e) if applicable.)

\_\_\_\_\_ % of the first \_\_\_\_\_ % of each “eligible” Participant’s Compensation contributed to the Plan

- (a)  Contributions in excess of \_\_\_\_\_ % of each “eligible” Participant’s Deferral Contributions for each Contribution Period shall not be considered for Matching Employer Contributions.

- (b)  Contributions in excess of \$\_\_\_\_\_ of each “eligible” Participant’s Deferral Contributions for each Contribution Period shall not be considered for Matching Employer Contributions.

- (c)  Matching Employer Contributions for each “eligible” Participant for each Plan Year shall be limited to \_\_\_\_% of such Participant’s Compensation.
- (d)  Matching Employer Contributions for each “eligible” Participant for each Plan Year shall be limited to \$\_\_\_\_.
- (e)  Other: \_\_\_\_\_. (Describe.)
- (ii)  Differing tiered matching percentages apply for various groups of “eligible” Participants as described in the Matching Employer Contributions Addendum. (Election (i) above shall be repeated in the Matching Employer Contributions Addendum and the Note below shall apply. Each group must be definitely determinable.)

**Note:** Unless the Plan is a Governmental Plan or Church Plan, the group of “eligible” Participants benefiting under each match rate must satisfy the nondiscriminatory coverage requirements of Code § 410(b) and the group to whom the match rate is effectively available must not substantially favor HCEs. The Employer must notify the Administrator in writing of the amount of such Matching Employer Contributions for each such group.

- (C)  **Other Matching Employer Contribution Formula.** Nondiscretionary Matching Employer Contributions shall be made on a weighted basis (such as service weighted, age weighted, a combination of age and service weighted basis) or following a different formula, and/or Employees covered by collective bargaining agreement(s) are subject to different Matching Employer Contribution arrangements, as described in the Matching Employer Contributions Addendum. Such Matching Employer Contributions are subject to any limitations elected below: (The Note below shall apply. Select (i) or (ii) if applicable. Select (iii) or (iv) if applicable. Select (v) if applicable.)
  - (i)  Contributions in excess of \_\_\_\_% of each “eligible” Participant’s Deferral Contributions for each Contribution Period shall not be considered for Matching Employer Contributions.
  - (ii)  Contributions in excess of \$\_\_\_\_ of each “eligible” Participant’s Deferral Contributions for each Contribution Period shall not be considered for Matching Employer Contributions.
  - (iii)  Matching Employer Contributions for each “eligible” Participant for each Plan Year shall be limited to \_\_\_\_% of such Participant’s Compensation.
  - (iv)  Matching Employer Contributions for each “eligible” Participant for each Plan Year shall be limited to \$\_\_\_\_.
  - (v)  Other: \_\_\_\_\_. (Describe.)

**Note:** Unless the Plan is a Governmental Plan or Church Plan, the group of “eligible” Participants benefiting under each match rate must satisfy the nondiscriminatory coverage requirements of Code § 410(b) and the group to whom the match rate is effectively available must not substantially favor HCEs.

- (2)  **Discretionary Matching Employer Contributions.** As described in Section 5.08(b), the Employer may in its discretion contribute Matching Employer Contributions based on the

Contribution Period selected in Election 1.11(d). The allocation formula shall be as follows: *(Select (A), (B) and/or (C).)*

- (A)  **Flat Percentage Match.** If the Employer decides to make a discretionary Matching Employer Contribution for a Contribution Period, the Employer shall contribute a specified percent of each “eligible” Participant’s Compensation contributed to the Plan. The Employer may limit the eligible contributions taken into account under the allocation formula to contributions up to a specified percentage of Compensation or dollar amount and/or may limit the amount of discretionary Matching Employer Contributions received by each Participant to a specified percentage of Compensation or dollar amount.
- (B)  **Tiered Percentage Match.** If the Employer decides to make a discretionary Matching Employer Contribution for a Contribution Period, the Employer shall contribute “A” percent of the first “X” percent of each “eligible” Participant’s Compensation contributed to the Plan, “B” percent of the next “Y” percent of each “eligible” Participant’s Compensation contributed to the Plan, etc. The Employer may limit the eligible contributions taken into account under each tier of the allocation formula to contributions up to a specified percentage of Compensation or dollar amount and/or may limit the amount of discretionary Matching Employer Contributions received by each Participant to a specified percentage of Compensation or dollar amount.
- (C)  **Matching Employer Contribution Formula based on Participant Groups.** Differing discretionary Matching Employer Contribution formulas apply for various groups of “eligible” Participants as described in the Matching Employer Contributions Addendum. *(Elections (A) and/or (B) shall be repeated in the Matching Employer Contributions Addendum and the Notes below shall apply. Each group must be definitely determinable.)*

**Note:** *If the Matching Employer Contribution made in accordance with Election 1.11(a)(2) matches different percentages of contributions for different groups of “eligible” Participants, the group of “eligible” Participants benefiting under each match rate must satisfy the nondiscriminatory coverage requirements of Code § 410(b) and the group to whom the match rate is effectively available must not substantially favor HCEs, to the extent applicable to the Plan. Each group of “eligible” Participants must also be clearly defined in a manner which would not violate the definite predetermined allocation formula requirement of Treas. Reg. § 1.401-1(b)(1)(ii), if applicable. The Employer must notify the Administrator in writing of the amount of such Matching Employer Contributions being given to each such group.*

**Note:** *If the Matching Employer Contribution made in accordance with Election 1.11(a)(2) is made to Participants who are receiving Safe Harbor Nonelective Employer Contributions or Safe Harbor Matching Employer Contributions, in order to satisfy the safe harbor contribution requirement for the “ACP” Test, the dollar amount of the discretionary Matching Employer Contribution made on an “eligible” Participant’s behalf for the Plan Year may not exceed 4% of the “eligible” Participant’s Compensation for the Plan Year.*

**Note:** *A Contribution Period other than the Plan Year may require a true-up Matching Employer Contribution.*

- (3)  **Safe Harbor Matching Employer Contributions.** As described in Section 6.08(b)(1), the Employer shall make a Safe Harbor Matching Employer Contribution on behalf of each “eligible” Participant as described below: *(Do not select if the Plan is a Non-ERISA Plan. Select (A) or (B). Select (C) or (D) only if Election 1.07(d)(3), QACA, is selected. Select (E) and/or (F) if applicable.)*

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(A)  **Basic Safe Harbor Matching Employer Contributions.** 100% of the first 3% of the “eligible” Participant’s Compensation contributed to the Plan and 50% of the next 2% of the “eligible” Participant’s Compensation contributed to the Plan.

(B)  **Enhanced Safe Harbor Matching Employer Contributions.**  
\_\_\_\_\_ % of the first \_\_\_\_\_ % of the “eligible” Participant’s Compensation contributed to the Plan

**Note:** *The Enhanced Safe Harbor Matching Employer Contribution formula must meet the following requirements: (1) at any rate of Deferral Contributions, a Participant receives a Matching Employer Contribution which is at least equal to the match the Participant would receive under the Basic Safe harbor Matching Employer Contribution formula; (2) the rate of match does not increase as the rate of Deferral Contributions increases; (3) no Matching Employer Contributions are made with respect to Deferral Contributions or Employee After-tax Contributions in excess of 6 % of Compensation; and (4) for any Highly Compensated Employee, Matching Employer Contributions are not made at a greater rate than that for any Non-Highly Compensated Employee at the same level of Deferral Contributions. If these requirements are satisfied, the Plan shall be exempt from ACP testing.*

**Note:** *The Safe Harbor Matching Employer Contributions selected in Election 1.11(a)(3)(A) or 1.11(a)(3)(B) shall be immediately 100% Vested.*

(C)  **QACA Safe Harbor Matching Employer Contributions.** 100% of the first 1% of the “eligible” Participant’s Compensation contributed to the Plan and 50% of the next 5% of the “eligible” Participant’s Compensation contributed to the Plan. *(Select only if Election 1.07(d)(3), QACA, is selected.)*

(D)  **QACA Enhanced Safe Harbor Matching Employer Contributions.** *(Select only if Election 1.07(d)(3), QACA, is selected.)*  
\_\_\_\_\_ % of the first \_\_\_\_\_ % of the “eligible” Participant’s Compensation contributed to the Plan

**Note:** *The QACA Enhanced Safe Harbor Matching Contribution formula must meet the following requirements: (1) at any rate of Deferral Contributions, a Participant receives a Matching Employer Contribution which is at least equal to the match the Participant would receive under the QACA Safe Harbor Matching Employer Contribution formula; (2) the rate of match does not increase as the rate of Deferral Contributions increases; (3) no Matching Employer Contributions are made with respect to Deferral Contributions or Employee After-tax Contributions in excess of 6 % of Compensation; and (4) for any Highly Compensated Employee, Matching Employer Contributions are not made at a greater rate than that for any Non-Highly Compensated Employee at the same level of Deferral Contributions. If these requirements are satisfied, the Plan shall be exempt from ACP testing.*

**Note:** *The QACA Safe Harbor Matching Employer Contributions selected in Election 1.11(a)(3)(C) or 1.11(a)(3)(D) may be subject to a vesting schedule. See Election 1.16(c).*

(E)  **Contribution Period.** As permitted by Sections 5.08(e) and 6.08(d), the Contribution Period for purposes of calculating the amount of Safe Harbor Matching Employer Contributions shall be the following, instead of the Plan Year: *(Select (i), (ii), (iii) or (iv).)*

(i)  Each calendar month.

(ii)  Each Plan Year quarter.

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- (iii)  Each payroll period.
- (iv)  Other: \_\_\_\_\_ (Specify time period.)
- (F)  **“Eligible” Participants.** As described in Section 5.08(f) and 6.08(a)(3), the “eligible” Participants who shall receive Safe Harbor Matching Employer Contributions are described in the Matching Employer Contributions Addendum.
- (b)  **Additional Matching Employer Contributions.** As described in Section 5.08(c), the Employer may, at or after Plan Year End, make additional Matching Employer Contributions. The allocation formula shall be as follows: *(Do not select if the Plan is a Non-ERISA Plan. Select (1), (2) and/or (3).)*
  - (1)  **Flat Percentage Match.** If the Employer decides to make additional Matching Employer Contributions, the Employer shall contribute a specified percent of each “eligible” Participant’s Compensation contributed to the Plan. The Employer may limit the eligible contributions taken into account under the allocation formula to contributions up to a specified percentage of Compensation or dollar amount and/or may limit the amount of additional Matching Employer Contributions received by each Participant to a specified percentage of Compensation or dollar amount.
  - (2)  **Tiered Percentage Match.** If the Employer decides to make additional Matching Employer Contributions, the Employer shall contribute “A” percent of the first “X” percent of each “eligible” Participant’s Compensation contributed to the Plan, “B” percent of the next “Y” percent of each “eligible” Participant’s Compensation contributed to the Plan, etc. The Employer may limit the eligible contributions taken into account under each tier of the allocation formula to contributions up to a specified percentage of Compensation or dollar amount and/or may limit the amount of additional Matching Employer Contributions received by each Participant to a specified percentage of Compensation or dollar amount.
  - (3)  **Matching Employer Contribution Formula based on Participant Groups.** Differing additional Matching Employer Contribution formulas apply for various groups of “eligible” Participants as described in the Matching Employer Contributions Addendum. *(Elections (1) and/or (2) shall be repeated in the Matching Employer Contributions Addendum and the Notes below shall apply. Each group must be definitely determinable.)*

**Note:** *The additional Matching Employer Contribution formula must meet the following requirements in order for the Plan to be deemed to satisfy the ACP test as described in Section 6.09: (1) Matching Employer Contributions must satisfy the requirements of Safe Harbor Matching Employer Contributions; (2) the rate of match does not increase as the percentage of Compensation contributed increases; (3) for any Highly Compensated Employee, Matching Employer Contributions are not made at a greater rate than that for any Non-Highly Compensated Employee at the same level of Deferral Contributions; (4) no Matching Employer Contributions are made with respect to more than 6 % of Plan Year Compensation; and (5) the dollar amount of the discretionary additional Matching Employer Contribution made on an “eligible” Participant’s behalf for the Plan Year cannot exceed 4 % of the “eligible” Participant’s Compensation for the Plan Year.*

**Note:** *If the additional Matching Employer Contributions made in accordance with this Election 1.11(b) matches different percentages of contributions for different groups of “eligible” Participants and the Plan is an ERISA Plan, the group of “eligible” Participants benefiting under each match rate must satisfy the nondiscriminatory coverage requirements of Code § 410(b) and the group to whom the match rate is effectively available must not substantially favor HCEs to the*

*extent applicable to the Plan. Each group of “eligible” Participants must also be clearly defined in a manner which would not violate the definite predetermined allocation formula requirement of Treas. Reg. § 1.401-1(b)(1)(ii), if applicable. The Employer must notify the Administrator in writing of the amount of such Matching Employer Contributions being given to each such group.*

- (c) **Contributions Matched.** As described in Section 5.08(d), Regular Deferral Contributions described in Election 1.07(a) and, if applicable, Special Section 403(b) Catch-Up Contributions described in Election 1.07(b)(2) (both pre-tax and Roth 403(b) Contributions, if applicable) shall be matched at the applicable rate(s) described in Election 1.11(a) unless elected in (1) below. Age 50 Catch-Up Contributions described in Election 1.07(b)(1) shall not be matched, unless elected in (2) below. *(Select (1) and/or (2) if applicable.)*

(1)  The contribution types that shall be matched are described in the Matching Employer Contributions Addendum.

(2)  Age 50 Catch-Up Contributions described in Election 1.07(b)(1) shall be matched.

**Note:** *Safe Harbor Matching Employer Contributions described in Election 1.11(a)(3) shall be provided with respect to Deferral Contributions described in Election 1.07(a), Age 50 Catch-Up Contributions described in Election 1.07(b)(1), and Special Section 403(b) Catch-Up Contributions described in Election 1.07(b)(2), as applicable, regardless of the Employer’s selection in Election 1.11(c).*

- (d) **Contribution Period.** As described in Section 5.08(e), the Contribution Period for purposes of calculating the amount of Matching Employer Contributions (other than Safe Harbor Matching Employer Contributions and additional Matching Employer Contributions) is: *(Must select (1), (2), (3), (4) or (5).)*

(1)  Each calendar month.

(2)  Each Plan Year quarter.

(3)  Each Plan Year.

(4)  Each payroll period.

(5)  Other: \_\_\_\_\_ *(Specify time period or describe Contribution Period for nondiscretionary and/or discretionary Matching Employer Contributions, if not the same.)*

**Note:** *The Contribution Period for Safe Harbor Matching Employer Contributions is described in Election 1.11(a)(3)(E). The Contribution Period for additional Matching Employer Contributions is the Plan Year.*

**Note:** *If Option (1), (2) or (3) is selected above and Matching Employer Contributions are made more frequently than the Contribution Period selected above, the Employer must calculate the Matching Employer Contribution required with respect to the full Contribution Period, taking into account the “eligible” Participant’s contributions and Compensation for the full Contribution Period, and contribute any additional Matching Employer Contributions necessary to “true up” the Matching Employer Contribution so that the full Matching Employer Contribution is made for the Contribution Period, as described in Section 5.08(e)(2).*

- (e) **Continuing Eligibility Requirement(s) for “Eligible” Participants.** As described in Section 5.08(f), subject to any exceptions selected by the Employer in Elections 1.11 and/or 1.13 of the Adoption Agreement, a Participant who is an Active Participant and makes eligible contributions during a Contribution Period shall be entitled to receive the specified type(s) of Matching Employer Contributions under Election 1.11 for such Contribution Period if such Participant satisfies the following requirement(s): *(Select applicable requirements, but (3) and (4) may not be selected together and (5) may not be selected with (2), (3) or (4).)*

<b>Continuing Eligibility Requirement(s)</b> (See Notes.)	Nondiscretionary Matching Employer Contributions	Discretionary Matching Employer Contributions	Additional Matching Employer Contributions	True-Up Matching Employer Contributions
<b>(1)</b> No requirements.	X			
<b>(2)</b> Is employed by the Employer or a Related Employer on the last day of the Contribution Period.				
<b>(3)</b> Earns at least 501 Hours of Service during the Plan Year. (Select only if the Contribution Period is the Plan Year.)				
<b>(4)</b> Earns at least _____ (Not to exceed 1,000 if the Plan is an ERISA Plan.) Hours of Service during the Plan Year. (Select only if the Contribution Period is the Plan Year. If applicable, the number of Hours of Service is shown in the relevant contribution type column.)				
<b>(5)</b> Either earns at least 501 Hours of Service during the Plan Year or is employed by the Employer or a Related Employer on the last day of the Plan Year. (Select only if the Contribution Period is the Plan Year.)				
<b>(6)</b> Is not a Highly Compensated Employee for the Plan Year.				
<b>(7)</b> Additional or alternative continuing eligibility requirement(s) apply, as described in the Matching Employer Contributions Addendum.				

**Note:** If Matching Employer Contributions are funded during the Contribution Period, any last day and/or service requirements are waived for the portion of Matching Employer Contributions deposited into the Plan.

**Note:** Except when added in conjunction with the addition of a new Matching Employer Contribution, if Election 1.11(e)(2), (3), (4), or (5) is adopted during a Contribution Period, such option shall not become effective until the first day of the next Contribution Period. If Election 1.11(e)(2), (3), (4), or (5) is selected with respect to any Matching Employer Contributions and if Election 1.11(a)(3), Safe Harbor Matching Employer Contributions is selected, the Plan shall not be deemed to satisfy the “ACP” test in accordance with Section 6.09 and shall be required to pass the “ACP” test each year, if applicable.

- (f)  **Matching Employer Contributions Addendum.** See the Matching Employer Contributions Addendum for additional provisions.

**1.12 NONELECTIVE EMPLOYER CONTRIBUTIONS**

**Note:** Do not complete Section 1.12 if Election 1.01(b)(5)(B)(i), Safe Harbor Non-ERISA Plan, is selected.

- (a)  **Fixed Formula.** As described in Section 5.10, the Plan provides for Nonelective Employer Contributions on behalf each “eligible” Participant as provided in this Election 1.12. For purposes of this Election 1.12, “eligible” Participant generally means any Participant who is an Active Participant during the Contribution Period and who satisfies the requirements selected in Elections 1.04(a) and (b), 1.12(d) and 1.13, except with respect to Safe Harbor Nonelective Employer Contributions. *(Select (1), (2) and/or (3).)*

**Note:** An Employer may select both a non-discretionary “fixed” formula in Election 1.12(a) and a discretionary formula in Election 1.12(b). If both are selected, the discretionary formula shall be treated as an additional Nonelective Employer Contribution and allocated separately in accordance with the allocation formula selected by the Employer.

- (1)  **Fixed Percentage Nonelective Employer Contribution.** The Employer shall contribute for each “eligible” Participant: *(Select (A) or (B).)*

- (A)  \_\_\_\_\_% *(Cannot exceed 25%.)* of Compensation per Contribution Period.

**Note:** Election 1.12(a)(1)(A) generally satisfies a design-based safe harbor allocation formula under Code §§ 410(b) and 401(a)(4), if applicable.

- (B)  Different fixed percentage contribution and allocation formulas apply for various groups of Participants as described in the Nonelective Employer Contributions Addendum. *(Election (A) above shall be repeated in the Nonelective Employer Contributions Addendum and the Note below shall apply. Each group must be definitely determinable.)*

**Note:** Unless the Plan is a Governmental Plan or Church Plan, the group of “eligible” Participants benefiting under each formula rate must satisfy the nondiscriminatory coverage and contribution requirements of Code §§ 410(b) and 401(a)(4) and the group to whom the formula rate is effectively available must not substantially favor HCEs.

- (2)  **Fixed Flat Dollar Nonelective Employer Contribution.** The Employer shall contribute for each “eligible” Participant: *(Select (A) or (B).)*

- (A)  \$\_\_\_\_\_ per: *(Select (i), (ii) or (iii).)*

- (i)  Each paid Hour of Service.

- (ii)  Each Plan Year.

- (iii)  Other: \_\_\_\_\_ *(Describe criteria; if a unit of time, must be a period within the Plan Year that does not exceed one week and is uniform with respect to all “eligible” Participants.)*

**Note:** Election 1.12(a)(2)(A) generally satisfies a design-based safe harbor allocation formula under Code §§ 410(b) and 401(a)(4), if applicable.

- (B)  Different fixed flat dollar contribution and allocation formulas apply for various groups of Participants as described in the Nonelective Employer Contributions Addendum. *(Election (A) above shall be repeated in the Nonelective Employer Contributions Addendum and the Note below shall apply. Each group must be definitely determinable.)*

**Note:** Unless the Plan is a Governmental Plan or Church Plan, the group of “eligible” Participants benefiting under each formula rate must satisfy the nondiscriminatory coverage and contribution requirements of Code §§ 410(b) and 401(a)(4) and the group to whom the formula rate is effectively available must not substantially favor HCEs.

- (3)  **Safe Harbor Nonelective Employer Contributions.** As described in Section 6.08(b)(2), the Employer shall make Safe Harbor Nonelective Employer Contributions as follows: *(Do not select if the Plan is a Non-ERISA Plan. Complete (A). Select (B) and/or (C) if applicable.)*
- (A)  The Employer shall contribute an amount equal to \_\_\_\_\_% *(Must be at least 3% and not more than 25%.)* of Compensation on behalf of the “eligible” Participants.
- (B)  As described in Sections 5.10(e) and 6.08(a)(3), the “eligible” Participants who shall receive Safe Harbor Nonelective Employer Contributions are described in the Nonelective Employer Contributions Addendum. *(Must select if Election 1.07(d)(3), QACA, is selected.)*
- (C)  The Employer may decide each Plan Year whether to amend the Plan by completing (i) below to provide for a contribution on behalf of each “eligible” Participant in an amount equal to at least three percent (3%) of such “eligible” Participant’s Compensation for such Plan Year. *(Select (i) if applicable.)*
- (i)  For the Plan Year beginning \_\_\_\_\_, the Employer shall contribute for each “eligible” Participant an amount equal to \_\_\_\_\_% *(Must be at least 3% and not more than 25%.)* of such “eligible” Participant’s Compensation for such Plan Year.

**Note:** If Election 1.12(a)(3)(C) is selected, the Employer must amend the Plan to select 1.12(a)(3)(C)(i) for the relevant Plan Year and complete the Amendment Execution Page no later than (1) 30 days prior to the end of each Plan Year for which Safe Harbor Nonelective Employer Contributions are being made, or (2) the deadline for correcting the ACP test (the last day of the subsequent Plan Year). If option (2) is used, the 3% of Compensation minimum for Nonelective Employer Contributions is increased to 4%.

- (4)  **Other Fixed Nonelective Employer Contribution.** The Employer shall contribute a specified amount for each “eligible” Participant or at the Plan level as further described in the Nonelective Employer Contributions Addendum.

**Note:** The following contribution formulas and applicable allocation methods are described in the Nonelective Employer Contributions Addendum, if applicable: **Fixed Integrated Employer Contributions** for “eligible” Participants, as described in Section 5.10(a)(3); **Former Employees with Deemed Includible Compensation** for “eligible” former Employees, as described in Section 5.10(a)(4); **Unused Accumulated Leave Conversion** for “eligible” former Employees with unused accumulated leave, as described in Section 5.10(a)(5); **Disabled Employees with Deemed Disability Compensation** for “eligible” Disabled Employees with Deemed Disability Compensation, as described in Sections 2.16(g) and 5.10(a)(6); **Prevailing Wage Contribution** for “eligible” Employees eligible to receive certain amounts under applicable prevailing wage laws, as described in Section 5.10(a)(7); **Collective Bargaining Agreement** for “eligible” Employees eligible to receive contributions under the terms of a collective bargaining agreement or other written document relating to the Employees of the Employer, as described in Section 5.10(a)(8); and/or another formula, as described in Section 5.10(a)(9).

**Note:** *If the Plan is an ERISA Plan, each eligible group must be clearly defined in a manner that would not violate the definite predetermined allocation formula requirement of Treas. Reg. § 1.401-1(b)(1)(ii) and cannot be subject to the discretion of the Employer. In addition, the design of the classifications cannot be such that the only Non-Highly Compensated Employees benefiting under the Plan are those with the lowest compensation and/or the shortest periods of service and who may represent the minimum number of such employees necessary to satisfy coverage under Code § 410(b).*

**Note:** *The following Nonelective Employer Contribution formulas may be subject to applicable nondiscrimination testing: 1.12(a)(4) Service Weighted Nonelective Employer Contribution Formula, 1.12(a)(4) Age Weighted Nonelective Employer Contribution Formula, and 1.12(a)(4) Age and Service Weighted Nonelective Employer Contribution Formula.*

**(b) Discretionary Formula.** As described in Section 5.10(b), the Employer may decide each Contribution Period whether to make a discretionary Nonelective Employer Contribution. Such amount shall be allocated to the accounts of “eligible” Participants as follows: *(Select (1), (2), (3) and/or (4).)*

**(1)**  **Non-Integrated Allocation Formula.** As described in Section 5.10(b)(1), Nonelective Employer Contributions shall be allocated in the ratio that the Compensation of each of the “eligible” Participants bears to the total Compensation paid to all such “eligible” Participants for the Contribution Period.

**Note:** *The non-integrated allocation formula generally satisfies a designed-based safe harbor under Code § 401(a)(4), if applicable.*

**(2)**  **Integrated Allocation (Permitted Disparity) Formula.** As described in Section 5.10(b)(2), Nonelective Employer Contributions shall be allocated as follows: (i) a percentage (but not less than 3%) of such “eligible” Participant’s Compensation, PLUS (ii) a percentage of such “eligible” Participant’s Compensation in excess of the “integration level” specified in (A). This percentage may not exceed the lesser of the percentage specified in (i) or the “permitted disparity limit” specified in (B). *(Do not select if the Employer maintains any other plan that provides for or imputes Social Security Integration (permitted disparity). Complete (A).)*

**(A)** “Integration level” means 100 % of the Social Security taxable wage base defined in (C) below unless the Employer elects a lesser amount below: *(Select (i) or (ii) if applicable.)*

**(i)**  \_\_\_\_\_ % *(Not to exceed 100%.)* of the Social Security taxable wage base described in (C) below, rounded to the next highest \$ \_\_\_\_\_ *(Leave blank if no rounding shall occur.)*

**(ii)**  \$ \_\_\_\_\_ *(Not to exceed the Social Security taxable wage base described in (C) below.)*

**(B)** “Permitted disparity limit” means the percentage provided by the following table:

The “Integration Level” is ___ % of the Social Security Taxable Wage Base	The “Permitted Disparity Limit” is
20 % or less	5.7 %
More than 20 %, but not more than 80 %	4.3 %
More than 80 %, but less than 100 %	5.4 %
100 %	5.7 %

- (C) The Social Security taxable wage base is the contribution and benefit base under Section 230 of the Social Security Act in effect on the first day of the Plan Year.

**Note:** *The integrated (permitted disparity) allocation formula generally satisfies a designed-based safe harbor under Code § 401(a)(4), if applicable. However, Participants cannot be covered under two separate plans of the Employer which both use an integrated allocation formula.*

- (3)  **Other Allocation Formula.** As described in Section 5.10(b)(3), Nonelective Employer Contributions shall be allocated as described in the Nonelective Employer Contributions Addendum. *(Select if the allocation formula is not described above or multiple allocation formulas will be used for various types of Nonelective Employer Contributions and/or groups of Participants. Each group must be definitely determinable.)*

- (c) **Contribution Period.** As described in and subject to Section 5.10(d), the Contribution Period for purposes of calculating the amount of Nonelective Employer Contributions is generally the Plan Year, unless the Employer selects another Contribution Period below: *(Complete (1), (2), or (3) if applicable.)*

- (1)  With respect to fixed Nonelective Employer Contributions selected in Election 1.12(a): *(Select only if Election 1.12(a) is selected. Select (A), (B) or (C).)*

- (A)  Each calendar month.

- (B)  Each Plan Year quarter.

- (C)  Each payroll period.

- (2)  With respect to discretionary Nonelective Employer Contributions selected in Election 1.12(b), as determined by the Employer at the time that the Nonelective Employer Contribution formula is determined. *(Select only if Election 1.12(b) is selected.)*

- (3)  Other: \_\_\_\_\_ *(Specify time period or if the time period differs between Nonelective Employer Contribution types.)*

**Note:** *The Contribution Period for purposes of calculating the amount of Safe Harbor Nonelective Employer Contributions under Election 1.12(a)(3) and Nonelective Employer Contributions allocated under an integrated formula selected under Election 1.12(b)(2) or pursuant to the Prevailing Wage Contribution described in Section 5.10(a)(7) shall be the Plan Year.*

**Note:** *A Contribution Period other than the Plan Year may require a true-up Nonelective Employer Contribution as described in Section 5.10(d)(2).*

- (d) **Continuing Eligibility Requirement(s) for “Eligible” Participants.** As described in Section 5.10(e), subject to any selection(s) made by the Employer in Election 1.12 and/or 1.13 of the Adoption Agreement, a Participant who is an Active Participant during the Contribution Period selected in Election 1.12(c) shall be entitled to receive Nonelective Employer Contributions selected in Election 1.12(a) and/or 1.12(b) for the relevant Contribution Period only if the Participant satisfies the following requirement(s): *(Select applicable requirements, but Elections (3) and (4) may not be elected together and Election (5) may not be elected with Election (2), (3), or (4). Select (6) or (7) if applicable.)*

<b>Continuing Eligibility Requirement(s)</b> <i>(See Notes.)</i>	Fixed Nonelective Employer Contributions	Discretionary Nonelective Employer Contributions
<b>(1)</b> No requirements.		
<b>(2)</b> Is employed by the Employer or a Related Employer on the last day of the Contribution Period.		
<b>(3)</b> Earns at least 501 Hours of Service during the Plan Year. <i>(Select only if the Contribution Period is the Plan Year.)</i>		
<b>(4)</b> Earns at least _____ <i>(Not to exceed 1,000 if the Plan is an ERISA Plan.)</i> Hours of Service during the Plan Year. <i>(Select only if the Contribution Period is the Plan Year. If applicable, the number of Hours of Service is shown in the relevant contribution type column.)</i>		
<b>(5)</b> Either earns at least 501 Hours of Service during the Plan Year or is employed by the Employer or a Related Employer on the last day of the Plan Year. <i>(Select only if the Contribution Period is the Plan Year.)</i>		
<b>(6)</b> Is not a Highly Compensated Employee for the Plan Year.		
<b>(7)</b> Additional or alternative continuing eligibility requirements apply, as described in the Nonelective Employer Contributions Addendum.		

**Note:** *If Nonelective Employer Contributions are funded during the Contribution Period, any last day and/or service requirements are waived for the portion of Nonelective Employer Contributions deposited into the Plan.*

**Note:** *Except when added in conjunction with the addition of a new Nonelective Employer Contribution, if Election 1.12(d)(2), (3), (4), or (5) is adopted during a Contribution Period, such Election shall not become effective until the first day of the next Contribution Period.*

**Note:** *Nonelective Employer Contributions based on unused accumulated leave as described in Section 5.10(a)(5) or with respect to former employees as described in Section 5.10(a)(4) shall not be subject to any continuing eligibility requirements.*

- (e)  **Nonelective Employer Contributions Addendum.** See the Nonelective Employer Contributions Addendum for additional provisions.

**1.13 EXCEPTIONS TO CONTINUING ELIGIBILITY REQUIREMENTS**

**Note:** *Do not complete Election 1.13 if Election 1.01(b)(5)(B)(i), Safe Harbor Non-ERISA Plan, is selected.*

- (a)  As described in Section 5.08(f), 5.10(e) and/or 11.08(c), as applicable, any Participant who (1) has a Severance from Employment on account of or following death or becoming Disabled or (2) has a Severance from Employment on or after Normal Retirement Age or Early Retirement Age shall be excepted from any last day and/or Hours of Service requirement(s) selected by the Employer in Election 1.11(e) and/or 1.12(d) and shall receive an allocation of Matching Employer Contributions, Nonelective Employer Contributions and forfeitures, as applicable. For purposes of

this Election, any Participant who becomes Disabled due to performing qualified military service shall be excepted from any last day and/or Hours of Service requirement(s), except if elected below. *(Select (1) if applicable.)*

- (1)  Any Participant who becomes Disabled due to performing qualified military service shall not be excepted from any last day and/or Hours of Service requirement(s) selected by the Employer in Election 1.11(e) and/or 1.12(d).
- (b)  As described in Section 5.08(f), 5.10(e) and/or 11.08(c), as applicable, certain Participants shall be excepted from any last day and/or Hours of Service requirement(s) selected by the Employer in Election 1.11(e) and/or 1.12(d) and shall receive an allocation of Matching Employer Contributions, Nonelective Employer Contributions and/or forfeitures, as applicable, as described in the Additional Provisions Addendum. *(Select if Matching Employer Contributions, Nonelective Employer Contributions and forfeitures, as applicable, will be treated differently.)*

**1.14 RETIREMENT**

- (a) **Normal Retirement Age.** As described in Section 11.01(a), Normal Retirement Age is defined as the date the Participant attains: *(Select (1), (2), (3) or (4).)*
  - (1)  Age 65. *(Must select if Election 1.01(b)(5)(B)(i), Safe Harbor Non-ERISA Plan, is selected.)*
  - (2)  Age \_\_\_\_\_ *(Not less than 55 nor greater than 65 if the Plan is an ERISA Plan.)*
  - (3)  Later of age \_\_\_\_\_ *(Not less than 55 nor greater than 65 if the Plan is an ERISA Plan.)* or the \_\_\_\_\_ *(Not to exceed 5<sup>th</sup> if the Plan is an ERISA Plan.)* anniversary of the Participant’s Employment Commencement Date.
  - (4)  The date specified in the Additional Provisions Addendum.

**Note:** *Participants who are employed by the Employer or a Related Employer on the date they reach Normal Retirement Age shall be 100% Vested in their Account Balance.*

- (b)  **Early Retirement Age.** As described in Section 11.01(b), Early Retirement Age is defined as the date the Participant attains age \_\_\_\_\_ and completes at least \_\_\_\_\_ Years of Vesting Service, unless Election 1.14(b)(1) is selected. *(Leave lines blank and select (1) if applicable.)*
  - (1)  The Plan includes an Early Retirement Age which is defined in the Additional Provisions Addendum.
- (c)  **Disability Retirement.** As described in Section 11.03, a Participant who becomes Disabled as defined in Section 2.23 and has had a Severance from Employment on account of or following such Disability is eligible for “Disability Retirement.” *(Select (1) if applicable.)*
  - (1)  Notwithstanding Election 1.14(c), any Participant who becomes Disabled due to performing qualified military service shall not be considered to have a Disability Retirement.

**1.15 DEFINITION OF DISABLED**

- (a)  In addition to the definition of Disability or Disabled in Section 2.23 and subject to the terms governing the applicable Investment Arrangement, solely for purposes of Annuity Contracts distributing amounts from Annuity Contracts not attributable to Deferral Contributions, a

Participant is considered “Disabled” if the Participant meets any one of the requirements selected below: *(Select (1), (2), (3) and/or (4).)*

- (1)  The Participant is eligible for benefits under the Employer’s long-term disability plan.
- (2)  The Participant is determined to be disabled for purposes of § 223(d)(1) of the Social Security Act, Pub. L. 740271, 42 USC § 423(d) and eligible for Social Security disability benefits.
- (3)  The Participant is determined to be disabled by the Participant’s physician.
- (4)  Other: \_\_\_\_\_ *(Describe requirements.)*

**Note:** *The definition of Disability or Disabled in Section 2.23 applies for all other purposes under the Plan. The definition of Disabled may be a “protected benefit” under Code § 411(d)(6) or other applicable law.*

**1.16 VESTING**

**Note:** *Do not complete if Election 1.01(b)(5)(B)(i), Safe Harbor Non-ERISA Plan, is selected.*

As described in Section 5.11, a Participant’s Vested interest in Matching Employer Contributions and/or Nonelective Employer Contributions attributable to the Participant’s Account Balance shall be determined as follows:

(a) **Year of Vesting Service.** As described in Section 3.06, a Year of Vesting Service shall be credited based on the Elapsed Time Method and the Vesting Computation Period shall be the Anniversary Year, unless selected below: *(Select (1) if applicable.)*

- (1)  Notwithstanding Election 1.16(a), as described in Section 2.46(f), Vesting Service shall be determined as described in the Vesting Schedule Addendum.

(b)  **Excluded Service.** As described in Section 3.06(c), the following periods of service shall be disregarded in determining Years of Vesting Service: *(Select (1) and/or (2) if applicable.)*

- (1)  Any period of service prior to the Plan’s original Effective Date described in Election 1.01(f)(2)(B)(iii).
- (2)  Additional excluded periods of service are described in the Vesting Schedule Addendum.

**Note:** *If the Plan is an ERISA Plan, excluded service must comply with ERISA § 203 and not discriminate in favor of HCEs.*

(c) **Vesting Schedules.** As described in Section 5.11(b), a Participant’s Vested interest in the relevant contributions attributable to the Participant’s Account Balance shall be determined as follows:

<p><b>(1) Matching Employer Contributions</b> <i>(Select one of (A) – (E). Excludes Safe Harbor Matching Employer Contributions and QACA Safe Harbor Matching Employer Contributions.)</i></p>	<p><b>(2) Nonelective Employer Contributions</b> <i>(Select one of (A) – (E). Excludes Safe Harbor Nonelective Employer Contributions and QACA Safe Harbor Nonelective Employer Contributions.)</i></p>
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(A) <input type="checkbox"/> Not applicable.	(A) <input checked="" type="checkbox"/> Not applicable.
(B) <input checked="" type="checkbox"/> 100% immediate vesting.	(B) <input type="checkbox"/> 100% immediate vesting.
(C) <input type="checkbox"/> 3-year cliff (see C below).	(C) <input type="checkbox"/> 3-year cliff (see C below).
(D) <input type="checkbox"/> 6-year graduated (see D below).	(D) <input type="checkbox"/> 6-year graduated (see D below).
(E) <input type="checkbox"/> As described in E1 below.	(E) <input type="checkbox"/> As described in E2 below.

Years of Vesting Service	Applicable Vesting Schedule			
	C	D	E1	E2
0	0%	0%	_____%	_____%
1	0%	0%	_____%	_____%
2	0%	20%	_____%	_____%
3	100%	40%	_____%	_____%
4	100%	60%	_____%	_____%
5	100%	80%	_____%	_____%
6 or more	100%	100%	100%	100%

**Note:** If the Plan is an ERISA Plan, a vesting schedule elected under “E1” or “E2” above must be, at each year, at least as favorable as one of the schedules in vesting schedule “C” or “D” and if the vesting schedule is amended, any such amendment must satisfy the requirements of Section 16.04. If the Plan is a Governmental Plan or a Church Plan, the vesting schedule selected in the Vesting Schedule Addendum must be at least as rapid as a 5 to 20-year graded vesting schedule or a 15-year cliff (or a 20-year cliff for a group of employees limited to qualified public safety employees defined in Code § 72(t)(10)(B)) vesting schedule.

**Note:** Safe Harbor Matching Employer Contributions described in Election 1.11(a)(3)(A) and 1.11(a)(3)(B) and Safe Harbor Nonelective Employer Contributions described in Election 1.12(a)(3)(A) are always 100 % vested.

- (3)  **QACA Safe Harbor Matching Employer Contributions.** As described in Section 5.11(b)(3), the vesting schedule for QACA Safe Harbor Matching Employer Contributions elected in Election 1.11(a)(2)(C) or 1.11(a)(2)(D) is described in the Vesting Schedule Addendum. *(Do not select if the Plan is a Non-ERISA Plan.)*
- (4)  **QACA Safe Harbor Nonelective Employer Contributions.** As described in Section 5.11(b)(3), the vesting schedule for QACA Safe Harbor Nonelective Employer Contributions elected in Election 1.12(a)(3) is described in the Vesting Schedule Addendum. *(Do not select if the Plan is a Non-ERISA Plan.)*
- (5)  As described in Sections 5.11(b) and 5.11(d), additional or different vesting schedule(s) apply under the Plan for various Participant groups, contribution types, and/or transferred or merged assets, as described in the Vesting Schedule Addendum. Each group must be

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definitely determinable and cannot be subject to the discretion of the Employer. *(Select if applicable. The vesting schedules in Election 1.16(c) shall be repeated in the Vesting Schedule Addendum. The Notes above shall also apply.)*

- (d)  **Vesting Acceleration Events.** As described in Section 3.06(d), any Participant who experiences one of the following events shall be immediately 100% Vested in all Employer Contributions, and any last day or Hours of Service requirement(s) to receive credit for a Year of Vesting Service shall be waived: *(Select one or more of (1) – (7) or select (8).)*
  - (1)  Death while employed by the Employer or a Related Employer.
  - (2)  Attainment of Early Retirement Age while employed by the Employer or a Related Employer. *(If the Plan is subject to ERISA, Employer Contributions are not all 100% immediately Vested and Early Retirement Age is selected in Election 1.14(b), then Election 1.16(d)(2) must be selected.)*
  - (3)  Disability as defined in Section 2.23 and has a Severance from Employment on account of or following such Disability. *(Select (A) if applicable.)*
    - (A)  As described in Section 3.12(b), excluding with respect to any Participant who becomes Disabled due to performing qualified military service.
  - (4)  Complete disposition of a Related Employer to an unrelated entity where the affected Participant is employed with the unrelated entity immediately following such disposition.
  - (5)  Disposition of a portion of the assets of the Employer or a Related Employer to an unrelated entity where the affected Participant is employed with the unrelated entity immediately following such disposition.
  - (6)  Joint venture or other related combination with an unrelated entity where the affected Participant is employed with an unrelated entity immediately following the establishment of such joint venture or other related combination.
  - (7)  Other: \_\_\_\_\_ *(Describe.)*
  - (8)  Vesting acceleration events apply differently to Matching Employer Contributions and Nonelective Employer Contributions or other exceptions apply as described in the Vesting Schedule Addendum.
- (e)  **Vesting Schedule Addendum.** See the Vesting Schedule Addendum for additional provisions.

**1.17 PREDECESSOR EMPLOYER SERVICE**

- (a)  Section 3.09 requires certain service with predecessor employers to be credited for purposes of calculating Eligibility Service as described in Section 2.30 and Vesting Service as described in Section 2.91 in certain situations. Additionally, as described in Section 2.46(e), the Plan shall credit service for such purposes in the following situations: *(Select and complete (1), or select (2) and/or (3).)*
  - (1)  Service with the following employer(s) or types of employer(s) (for the employees and time periods described, if applicable) shall be credited for purposes of calculating Eligibility Service and Vesting Service: Employee who within 3 months prior to his or her date of hire at Brandeis University was an employee at an educational organization satisfying the requirements of Code section 501(c)(3) and (2) was credited with at least

one year of benefit eligible service at such educational organization, service with such educational organization will be treated as service with Brandeis University.

In the case of an individual who: (i) was an employee of the Beth Israel Deaconess Medical Center (BIDMC) prior to August 10, 2016, and (ii) became an Eligible Employee on August 10, 2016, service with BIDMC will be treated as service with Brandeis University. (Describe specific employer(s), type(s) of employers, employees or employee groups and time periods, if applicable. Each group must be definitely determinable.)

- (2)  Service shall be credited for purposes of calculating Eligibility Service as described in the Coverage Addendum. *(The Note immediately following this Election shall apply.)*
- (3)  Service shall be credited for purposes of calculating Vesting Service as described in the Vesting Schedule Addendum. *(The Note immediately following this Election shall apply.)*

**Note:** *If the Plan is an ERISA Plan, service crediting must be nondiscriminatory. Any description of predecessor service must include the name(s) of specific predecessor employers or a description of types of employers, such as any educational organization, post-secondary educational organization, church-related organization, Code § 501(c)(3) organization, Eligible Employer, or other organization type; the relevant time period, such as all service, service after [date], service prior to [date], etc., if necessary; and the purpose(s) for which the service is to be credited.*

**1.18 PARTICIPANT LOANS**

- (a)  **Participant Loans Permitted.** As described in Article 9, loans to “participants” are permitted subject to the terms governing the applicable Investment Arrangement and the Administrator’s loan procedures.

**1.19 IN-SERVICE WITHDRAWALS**

As described in Article 10, eligible Participants may request the following withdrawals prior to Severance from Employment under the following circumstances and subject to the terms governing the applicable Investment Arrangement and the Administrator’s procedures, which shall be nondiscriminatory if the Plan is an ERISA Plan.

- (a)  **Hardship Withdrawals.** Hardship withdrawals shall be allowed in accordance with Section 10.02, subject to a \$\_\_\_\_\_ minimum amount. *(If blank, the minimum amount is \$0. Complete (1) if (a) is elected.)*
- (1) **Available Assets.** As described in Section 10.02(b), hardship withdrawals shall be permitted from the following contribution types and/or sources: *(Select (A) and/or (B).)*
  - (A)  Deferral Contributions (pre-tax and Roth 403(b) Contributions, if applicable). *(Deferral Contributions which are Roth 403(b) Contributions, if any, shall also be available for hardship withdrawals unless otherwise elected in the Additional Provisions Addendum.)*
  - (B)  List contribution types and/or sources: Mandatory Contributions *(Specify contribution types and/or sources, such as QNECs and QMACs and associated earnings held in Annuity Contracts and the effective date, if later than Plan Years beginning after December 31, 2018.)*

**Note:** *The Administrator’s procedures may impose a limit on the number of hardship withdrawals per year. The Administrator may further restrict hardship withdrawals (such as requiring a higher minimum amount) as described in the applicable Investment Arrangement documentation.*

- (b)  **Age 59 ½ Withdrawals.** As described in Sections 10.03, the Plan permits the following in-service withdrawals of Vested amounts upon attainment of age 59 ½ from the following contribution types: *(Select (1), (2) or (3). Select (4) if applicable.)*
  - (1)  Deferral Contributions.
  - (2)  All Account balances.
  - (3)  The contribution types described in the Additional Provisions Addendum.
  - (4)  Special restrictions apply to age 59 ½ withdrawals as described in the Additional Provisions Addendum.
  
- (c)  **Withdrawals of Employee After-Tax Contributions.** As described in Section 10.04, withdrawals of Employee After-Tax Contributions are: *(Select (1) or (2) if applicable. If not selected, no restrictions on in-service withdrawals of Employee After-Tax Contributions are imposed.)*
  - (1)  Prohibited.
  - (2)  Subject to additional rules as described in the Additional Provisions Addendum.
  
- (d)  **Withdrawals of Rollover Contributions.** As described in Section 10.05, withdrawals of Rollover Contributions are permitted, subject to additional rules as described in the Additional Provisions Addendum. *(If not selected, no restrictions on in-service withdrawals of Rollover Contributions are imposed).*
  
- (e)  **Active Military Distributions (HEART Act).** As described in Section 10.06, eligible Participants performing service in the uniformed services described in Code § 3401(h)(2)(A) are treated as having a Severance from Employment and may request a distribution of all Vested contribution types. *(Select (1) if applicable.)*
  - (1)  Notwithstanding Election 1.19(e), additional rules apply as described in the Additional Provisions Addendum.
  
- (f)  **Qualified Reservist Distributions.** As described in Section 10.07, eligible Participants ordered or called to active duty for a period in excess of 179 days or for an indefinite period by reason of being a member of a reserve component may request a distribution of Deferral Contributions.
  
- (g)  **Withdrawals from Annuity Contracts (Seasoning Provisions).** As described in Section 10.09 and 12.03(b)(2), eligible Participants may request a withdrawal of the Vested amounts attributable to Employer Matching Contributions and Employer Nonelective Contributions held in the Participant’s Annuity Contract subject to the following restrictions, if any: *(Select (1), (2), (3) and/or (4) if applicable.)*
  - (1)  Amounts held in the Annuity Contract for at least \_\_\_\_\_ *(24 or more.)* months. *(Select (A) if applicable.)*
    - (A)  Additional restrictions apply as described in the Additional Provisions Addendum.
  - (2)  After at least \_\_\_\_\_ *(60 or more.)* months of participation. *(Select (A) if applicable.)*
    - (A)  Additional restrictions apply as described in the Additional Provisions Addendum.

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- (3)  Amounts attributable only to the following contribution type: \_\_\_\_\_. *(Specify Matching Employer Contributions or Nonelective Employer Contributions.)*
- (4)  See the Additional Provisions Addendum.
- (h)  **Normal Retirement Age.** As described in Section 11.01(a), eligible Participants may request a distribution of Vested amounts in the Participant’s Account not held in an Annuity Contract upon attainment of Normal Retirement Age. *(Normal Retirement Age must be at least 59 ½.)*
- (i)  **Early Retirement Age.** As described in Section 11.01(b), eligible Participants may request a distribution of Vested amounts in the Participant’s Account not held in an Annuity Contract upon attainment of Early Retirement Age. *(Early Retirement Age must be at least 59 ½.)*
- (j)  **Lifetime Income Investments.** As described in Section 10.10, Lifetime Income Investments may be distributed prior to a Participant’s Severance from Employment if no longer authorized to be held under the Plan, subject to the terms of such Lifetime Income Investment. If selected below, such distributions may be further restricted as follows: *(Select (1) and/or (2) if applicable.)*
  - (1)  The distribution must be made in a direct trustee-to-trustee transfer to an Eligible Retirement Plan.
  - (2)  The distribution must be in the form of an of an annuity contract purchased for a Participant and distributed by the Plan to a Participant.
- (k)  **Qualified Disaster Distributions (“QDD”).** As described in Section 10.11, eligible Participants may request a Qualified Disaster Distribution (“QDD”) up to an annual maximum of \$100,000 (or other applicable limit) with respect to the following events: *(Select (1) or (2).)*
  - (1)  Any federally declared disaster, where legislation or guidance authorizes such a distribution to the Participant.
  - (2)  Other: \_\_\_\_\_ *(Specify if QDDs are limited to specific disaster-related distributions, such as Qualified Hurricane Distributions, Qualified Wildfire Distributions, or Qualified 2018-2019 Disaster Distributions, and specify effective date of provision, if not the Adoption Agreement Effective Date.)*
- (l)  **Qualified Birth or Adoption Distributions (“QBOAD”).** As described in Section 10.12, eligible Participants may request a Qualified Birth or Adoption Distribution (“QBOAD”) to the extent provided in the applicable Investment Arrangement for each child or eligible adoptee of the Participant. *(Select (1) if applicable.)*
  - (1)  Additional rules apply as described in the Additional Provisions Addendum.
- (m)  **Disability Distributions.** As described in Sections 10.14 and 11.03, eligible Participants who meet the definition of Disabled (but have not had a Severance from Employment) may elect to receive a distribution of all or a portion of the Participant’s available Vested Account Balance attributable to the following contribution type(s): \_\_\_\_\_ *(Describe contribution types and if different rules apply to various Investment Arrangements (such as, Vested amounts held in Annuity Contracts that are not attributable to Deferral Contributions may be distributed if the Participant meets the definition(s) of Disabled selected in Election 1.15(a)).)*
- (n)  **Additional Provisions Addendum.** As described in Section 10.15, see the Additional Provisions Addendum for additional provisions that apply to in-service withdrawals, subject to the terms governing the applicable Investment Arrangement.

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**Note:** Any withdrawal selected in Election 1.19 may be a “protected benefit” under Code § 411(d)(6) or applicable state law which can be eliminated only to the extent permitted by applicable guidance. Elections in Election 1.19 must be definitely determinable, not subject to Employer discretion if the Plan is an ERISA Plan, preserve protected benefits and be nondiscriminatory if the Plan is an ERISA Plan.

**1.20 FORM OF DISTRIBUTIONS**

- (a) Subject to Sections 12.05 and 13.01, Election 1.21 and the terms governing the applicable Investment Arrangement, distributions from the Plan may be paid in the following form(s) or any other form of distribution permitted under the terms governing the applicable Investment Arrangement: *(Select (2), (3) and/or (4). Select (5) if applicable. Select (6) if applicable.)*
  - (1)  **Lump Sum Payment.** A lump sum payment of the entire Account Balance, as described in Section 13.01(a).
  - (2)  **Installment Payments.** Installment payments under a systematic withdrawal plan, as described in Section 13.01(b), but subject to the following restrictions: *(Select (A) if applicable.)*
    - (A)  Installment payments are available only to Participants who are required to receive distributions under Code § 401(a)(9).
  - (3)  **Partial Withdrawal.** A payment of less than 100% of the Account Balance, as described in Section 13.01(c).
  - (4)  **Annuity.** An annuity contract as described in Section 13.01(d). *(Must also complete Election 1.20(b) unless the Plan is a Governmental Plan, Church Plan or Safe Harbor Non-ERISA Plan.)*
  - (5)  **Limitation.** As described in Section 13.01(e), distributions from the Plan may be paid only in the form(s) selected in Election(s) 1.20(a)(1)-(4) above, notwithstanding any other available forms of distribution described in the terms governing the applicable Investment Arrangement.
  - (6)  **Additional Provisions.** As described in Section 13.01(e), additional provisions apply regarding the available form(s) of distribution as described in the Additional Provisions Addendum.
- (b) **Annuity Requirements.** As described in Section 14.02 and subject to the terms governing the applicable Investment Arrangement, the annuity distribution and Spousal consent requirements of Article 14 apply to the following Participants and/or portions of Participants’ Accounts: *(Must complete (1) or (2) if Election 1.20(a)(4) is selected unless the Plan is a Governmental Plan, Church Plan or Safe Harbor Non-ERISA Plan.)*
  - (1)  **All Participants and Accounts.** A life annuity is the normal form of distribution from the Plan for all Participants’ Vested Account Balances in all sources. The annuity distribution and Spousal consent requirements of Article 14 apply in all cases.
  - (2)  **Only Certain Participants and Accounts.** A lump sum is the normal form of distribution from the Plan except with respect to the following Participants and Account Balances, as described in Section 14.02(b), which are subject to the annuity distribution and spousal consent requirements of Article 14: \_\_\_\_\_ *(Describe assets subject to Article 14, such as transferred assets held in certain Participants’ Accounts or certain Investment Arrangements.)*

**Note:** A Governmental Plan or Church Plan may choose to impose the annuity distribution and spousal consent requirements in Article 14, even though not required under the Code, in the Additional Provisions Addendum.

**1.21 SMALL ACCOUNT BALANCES**

- (a)  **Cash Out of Small Account Balances.** As described in Sections 12.06(b), 13.02, and 18.04(f), Small Account Balances may be distributed without consent to the extent permitted under the terms governing the applicable Investment Arrangement. Accumulated Balances less than the amount specified below (“Small Account Balance”) shall be distributed without consent (the “cash out limit”): *(Optional to select if the Plan is a Non-ERISA Plan. Select (1), (2) or (3).)*
  - (1)  \$1,000.
  - (2)  The dollar amount specified in Code § 411(a)(11)(A), regardless of whether the Plan is subject to Code § 411(a)(11)(A).
  - (3)  \$ \_\_\_\_\_ *(Specify an amount greater than \$1,000, but if the Plan is an ERISA Plan, the amount cannot exceed the dollar amount specified by Code § 411(a)(11)(A) then in effect.)*
- (b)  **Automatic Rollovers of Amounts Under \$1,000.** As described in Sections 13.02(a) and 13.04(c), distributions of Small Account Balance amounts which are at least \$ \_\_\_\_\_ *(Specify an amount less than \$1,000, subject to the consent of the trustee or custodian of the destination individual retirement plan designated by the Administrator.)* but less than the Small Account Balance amount elected in Election 1.21(a) shall be subject to the automatic rollover provisions of the Plan. *(Optional to select if the Plan is a Non-ERISA Plan. Must also select Election 1.21(a).)*
- (c)  **Exclusion of Rollover Contributions.** As described in Section 13.02(b), when determining whether a Participant’s Account Balance is greater than the Small Account Balance amount elected in Election 1.21(a), Rollover Contribution sources shall be excluded. *(Optional to select if the Plan is a Non-ERISA Plan. Must also select Election 1.21(a).)*

**1.22 TRANSFERS AND EXCHANGES**

As described in Article 17 and subject to the terms governing the applicable Investment Arrangement, the following transfers and exchanges are available under the Plan.

- (a)  **Transfers.** As described in Section 17.02, the Plan permits the following types of transfers: *(Select (1), (2) and/or (3).)*
  - (1)  Transfers to the Plan as described in Section 17.02(a).
  - (2)  Transfers from the Plan to other plans as described in Section 17.02(b).
  - (3)  Other transfers as described in Section 17.02(d): If an Employee who is a Participant in the Brandeis University Defined Contribution Retirement Plan for Faculty, Professional, and Administrative Employees (Exempt Plan) becomes a Participant in this Plan, the Participant's account including any outstanding loan balance, under the Exempt Plan may be transferred to this Plan upon becoming a Participant hereunder. In addition, it shall be permitted for a Participant's account under this Plan to be transferred to the Brandeis University Defined Contribution Retirement Plan for Faculty, Professional, and Administrative Employees in the event a Participant is no longer eligible hereunder but becomes a participant under such plan. *(Describe situations and/or eligible Participants,*

*such as those individuals who are part of a class of Employees (current or former) whose assets are being transferred as a result of a specific merger or acquisition.)*

- (b)  **Exchanges.** As described in Section 17.03, the Plan permits the following types of exchanges between Vendors: *(Select (1), (2) (3) and/or (4).)*
- (1)  The Plan permits exchanges to and from any other Investment Arrangements under the Plan which are then authorized to accept on-going contributions under the Plan (also called “payroll slot” Vendors).
- (2)  The Plan permits exchanges from any other Investment Arrangements under the Plan which were previously authorized to accept on-going contributions under the Plan but are no longer authorized (also called “frozen” Vendors).
- (3)  The Plan permits exchanges from Vendors which are not part of the Plan.
- (4)  Other: The plan permits exchanges from TIAA to Fidelity only. No exchanges are permitted from Fidelity to TIAA. *(Describe.)*
- (c)  **Transfers to Purchase Service Credit.** As described in Section 17.04, the Plan permits eligible Participants to request a transfer to purchase service credit. *(Select only if the Plan is a Governmental Plan and the Employer also sponsors a defined benefit plan.)*

**1.23 PROTECTED BENEFIT PROVISIONS ADDENDUM**

- (a)  **Protected Benefit Provisions.** As described in Section 16.04(c), the Plan includes provisions that are “protected benefits” under Code § 411(d)(6) that are not delineated in the Basic Plan Document or elected in the Adoption Agreement or an Addendum. Such provisions are described in Section (a) of the Protected Benefit Provisions Addendum. *(Do not select if the Plan is a Governmental Plan or a Church Plan.)*
- (b)  **Additional Benefit Provisions.** As described in Section 2.38, the Plan includes provisions that are (1) otherwise not applicable to Governmental Plans, Church Plans and/or Safe Harbor Non-ERISA Plans, and/or (2) protected benefits under applicable law that are not delineated in the Basic Plan Document or elected in the Adoption Agreement or an Addendum. Such provisions are described in Section (b) of the Protected Benefit Provisions Addendum. *(Select only if the Plan is a Non-ERISA Plan.)*

**1.24 INVESTMENT DIRECTION**

As described in Section 8.03, Participant Accounts shall be invested: *(Select (a), (b), (c) or (d).)*

- (a)  **Participants.** As described in 8.03(a), in accordance with the investment directions provided by each Participant or a Participant’s duly authorized agent (to the extent permitted under the terms governing the applicable Investment Arrangement) for allocating such Participant’s Account among the Permissible Investments. *(Must be selected if Election 1.01(b)(5)(B)(i), Safe Harbor Non-ERISA Plan, is selected.)*
- (b)  **Employer/Investment Fiduciary.** As described in Section 8.03(b)(2), in accordance with the investment directions provided by the Employer (or other Investment Fiduciary identified in Election 1.01(c)(2)) for allocating all Participants’ Accounts among the Permissible Investments.
- (c)  **Various.** As described in Section 8.03(c), each Participant’s Account shall be invested in accordance with the investment directions provided by each such Participant for all contribution

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types in the Participant’s Account, except that the following contribution types shall be invested in accordance with the investment directions provided by the Employer (or other Investment Fiduciary identified in Election 1.01(c)(2)): *(Select (1) and/or (2).)*

- (1)  Nonelective Employer Contributions.
- (2)  Matching Employer Contributions.
- (d)  Other: \_\_\_\_\_ *(Describe any features, restrictions or limitations, including access to, trading in and/or fee deductions from Accounts by investment managers selected by Participants as described in Section 8.03(b)(3) and 19.06(d).)*

**Note:** *The Investment Fiduciary must direct the investment of the relevant assets among the available Investment Arrangements and Permissible Investments.*

**1.25 ADDITIONAL PROVISIONS ADDENDUM AND CARES ACT ADDENDUM**

- (a)  **Additional Provisions.** The Plan includes provisions that are not delineated in the Elections in the Adoption Agreement or Addenda but are described and incorporated into the Plan through the Additional Provisions Addendum. The provisions included in the Additional Provisions Addendum supplement and/or alter the provisions of the Adoption Agreement and/or Basic Plan Document, as relevant.

**Note:** *The Additional Provisions Addendum shall not be part of the Employer’s Plan if Election 1.25(a) is not selected.*

- (b)  **CARES Act.** The terms of the Plan include provisions enabled by the Coronavirus Aid, Relief, and Economic Security Act (the “CARES Act”), including the Employer’s elections in the CARES Act Addendum. *(Select only if CARES Act provisions are required to be included in the Plan.)*

**Note:** *The CARES Act Addendum shall not be part of the Employer’s Plan if Election 1.25(b) is not selected.*

**1.26 PLAN SUPERSEDING PROVISIONS ADDENDUM**

- (a)  **Plan Superseding Provisions.** As described in Section 16.02, the Employer has completed the Plan Superseding Provisions Addendum which includes provisions which are incorporated into and constitute part of the Plan and which supersede any contrary provisions of the Basic Plan Document, the Adoption Agreement and any Addendum (other than the Plan Superseding Provisions Addendum).

**Note:** *If the Employer selects the Plan Superseding Provisions Addendum described in Election 1.26(a), unless such provisions are of the type found in Revenue Procedure 2021-37 as not causing a plan to fail to be identical to the pre-approved plan document (i.e., changes to the administrative provisions of the Plan, such as provisions relating to investments or plan claims procedures), the Employer shall not be permitted to rely on the Pre-Approved Plan Provider’s opinion letter for qualification of its Plan. In addition, such superseding provisions may in certain circumstances affect the Plan’s status as a pre-approved plan eligible for the 6-year remedial amendment cycle. Superseding provisions which alter only provisions governed by Title I of ERISA and solely administered by the Department of Labor shall not impact the ability of the Employer to rely upon the Pre-Approved Plan Provider’s opinion letter because they are outside the scope of such opinion letter.*

**1.27 RELIANCE ON OPINION LETTER**

Except to the extent provided in Rev. Proc. 2021-37, an Adopting Employer may rely on a currently valid Opinion Letter issued by the Internal Revenue Service as evidence that the Plan satisfies the § 403(b) Requirements if (a) the

Adopting Employer's plan is identical to the § 403(b) Pre-Approved Plan, and (b) the Adopting Employer has not amended the § 403(b) Pre-Approved Plan other than by choosing options provided in the Adoption Agreement or making amendments that are described in section 9.03 of Rev. Proc. 2021-37 (relating to employer amendments that shall not affect reliance). The Adopting Employer may not rely on the Opinion Letter in certain other circumstances, which are specified in the Opinion Letter issued with respect to the Plan or Rev. Proc. 2021-37.

This Adoption Agreement #001 may only be used only in conjunction with the Fidelity 403(b) Pre-Approved Plan, Basic Plan Document #01. The Pre-Approved Plan Provider shall inform the Adopting Employer of any amendments made to the Pre-Approved Plan or the discontinuance or abandonment of the Pre-Approved Plan.

**1.28 PRE-APPROVED PLAN PROVIDER'S INFORMATION**

Inquiries by Adopting Employers regarding adoption of the Plan, the meaning of Plan provisions or the effect of the Opinion Letter should be directed to:

Name of Pre-Approved Plan Provider:	Fidelity Workplace Services LLC
Address of Pre-Approved Plan Provider:	245 Summer Street, Boston, MA 02110
Pre-Approved Plan Provider's Telephone Number:	888-502-7526

**EXECUTION PAGE**

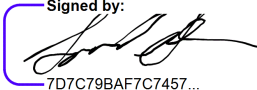
**Plan Name:** Brandeis University Defined Contribution Retirement Plan for Nonexempt Employees (the “Plan”)  
**Employer:** Brandeis University

The Fidelity 403(b) Pre-Approved Plan consists of two parts: (1) this Adoption Agreement #001 (including the 403(b) Administrative Addendum and any additional required Addenda) and (2) Basic Plan Document #01. It is the sole responsibility of the Adopting Employer to review these documents with its legal counsel to ensure that the Fidelity 403(b) Pre-Approved Plan is suitable for the Employer and that the Adoption Agreement has been properly completed prior to execution. Failure to properly complete the Adoption Agreement may result in failure of the form of the Plan to meet Code § 403(b) requirements.

IN WITNESS WHEREOF, the Adopting Employer has caused this Adoption Agreement to be executed on the date given below.

Employer: Brandeis University

Employer: Brandeis University

By:   
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By: \_\_\_\_\_

Title: Chief Financial officer

Title: \_\_\_\_\_

Date: 10/9/2025 | 12:30:36 PM EDT

Date: \_\_\_\_\_

**Note:** *This Adoption Agreement may not be signed prior to the issuance of an Opinion Letter for the Plan. Only one authorized signature is required to execute this Adoption Agreement unless the Employer’s organizational policy mandates two authorized signatures.*

**403(b) ADMINISTRATIVE ADDENDUM**

**for**

**Plan Name:** Brandeis University Defined Contribution Retirement Plan for Nonexempt Employees

The terms of the Plan include the provisions of this 403(b) Administrative Addendum, which supplement the terms of the Adoption Agreement and Basic Plan Document.

**(a) Vendors.** As described in Section 2.89 and 8.02, the Vendor(s) of Investment Arrangement(s) approved for use under the Plan are as follows: (This Section (a) may be modified without a formal amendment to the Plan. Complete all that apply.)

- (1)**  Vendor(s) that are eligible to receive on-going contributions (including Deferral Contributions) under the Plan: *(These providers may be referred to as “active” or “payroll slot” Vendors.)*

Fidelity Investments

- (2)**  Vendor(s) that were previously approved for the receipt of contributions under the Plan but are not currently so approved: *(These providers may be referred to as “frozen” or “de-selected” Vendors.)*

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- (3)**  Vendor(s) of other Investment Arrangement(s) under the Plan: *(The Employer must have an Information Sharing agreement in place with each such Vendor.)*

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**(b) Administrative Functions.** As described in Section 19.02(b), the functions and duties of the Administrator shall be allocated as follows, effective as of: \_\_\_\_\_. (Insert date if not the Adoption Agreement Effective Date specified in Election 1.01(f)(1). This Section (b) may be modified without a formal amendment to the Plan, if permitted by the Pre-Approved Plan Provider due to recordkeeping and administrative obligations. Select (1) or (2).)

- (1)**  As provided in the Service Agreement(s) and other records or information pertaining to the administration of the Plan, which are incorporated by reference herein.

- (2)**  By assigning the following person(s) or entity(ies) the specific functions listed, subject to the terms of relevant the Service Agreement(s) and other records or information pertaining to the administration of the Plan, which are incorporated by reference herein:

- \_\_\_\_\_ shall be responsible for: \_\_\_\_\_.
- All remaining functions to: \_\_\_\_\_.

**Note:** *Under Department of Labor guidance (including Field Assistance Bulletins No. 2007-02 and 2010-01), Employers sponsoring Safe Harbor Non-ERISA Plans may not have responsibility for or make discretionary determinations in administering the Plan.*

**(c) ERISA Account.** As described in Section 19.06(b), amounts a service provider or Vendor agrees to credit to the Plan in recognition of such entity’s compensation for Plan services and/or “float earnings” may be allocated to an ERISA Account or directly to eligible Participants’ and Beneficiaries’ Accounts. Amounts allocated to an ERISA Account which are not used for the payment of Plan expenses and amounts allocated directly to Participants’ and Beneficiaries’ Accounts shall be allocated as follows, subject to and in accordance with the specific terms governing the applicable Investment Arrangement or Service Agreement entered into by the Employer and the relevant Vendor (as in effect from time to time). The terms Participants and Beneficiaries used in this Election shall refer to the Participants and/or Beneficiaries who are eligible to receive an allocation or deposit under the arrangement established between the Employer and the relevant Vendor. Any amounts allocated to Participants’ Accounts shall not

be considered Annual Additions as described in Section 6.02(a). The following selections shall apply separately with respect to the amounts which may be allocated to the Accounts recordkept by each Vendor, unless otherwise specified in (4) or (5) below. (Select one or more of (1), (2), (3), or (4) or select (5), as applicable.)

- (1)  **Plan Level.** Amounts a service provider or Vendor agrees to credit to the Plan in recognition of such entity’s compensation for Plan services generally shall be allocated as follows: *(Select one.)*
  - (A)  To the Accounts of eligible Participants and Beneficiaries pro rata based on their Account Balances.
  - (B)  To the Accounts of eligible Participants who are employed on the allocation date by the Employer or a Related Employer pro rata based on their Account Balances.
  - (C)  To the Accounts of eligible Participants and Beneficiaries equally on a per capita basis.
  - (D)  To the Accounts of eligible Participants who are employed on the allocation date by the Employer or a Related Employer equally on a per capita basis.
- (2)  **Fund Level.** Amounts a service provider or Vendor agrees to credit to the Plan which is attributable to a specific Permissible Investment shall be allocated to the Accounts of eligible Participants and Beneficiaries pro rata based on the ratio that each eligible Participant’s and Beneficiary’s Account Balance invested in such Permissible Investment bears to the total amount of all such eligible Participants’ and Beneficiaries’ Account Balances invested in such Permissible Investment.
- (3)  **Net Float Earnings.** Amounts a service provider or Vendor agrees to credit to the Plan attributable to net float earnings, if any, shall be allocated as follows: *(Select (A) or (B).)*
  - (A)  To the Accounts of eligible Participants and Beneficiaries pro rata based on their Account Balances.
  - (B)  To the Accounts of eligible Participants and Beneficiaries equally on a per capita basis.
- (4)  As follows: \_\_\_\_\_ *(Describe allocations of amounts held in one or more ERISA Accounts attributable to amounts credited by different Vendors, if different. Terms should be consistent with the relevant Investment Arrangement or Service Agreement.)*
- (5)  As the Administrator shall direct from time to time. *(If the Plan is an ERISA Plan, providing allocation directions may impose fiduciary responsibility on the Administrator.)*

**COVERAGE ADDENDUM**

**for**

**Plan Name:** Brandeis University Defined Contribution Retirement Plan for Nonexempt Employees

**(a) 1.04(b)(3) Eligibility Service Requirement(s).** As elected in Election 1.04(b)(3), the following Eligibility Service requirements apply to the following group(s) of Employees with respect to each contribution type: All eligible Participants (Select one of (1) – (10) for each contribution type. See Notes in Adoption Agreement. Each group must be definitely determinable.)

<b>Eligibility Service Requirement</b> (See Notes.)	Deferral Contributions / Employee After-Tax Contributions / Qualified Nonelective Employer Contributions	Matching Employer Contributions	Nonelective Employer Contributions	Mandatory Contributions	Safe Harbor Matching Employer Contributions	Safe Harbor Nonelective Employer Contributions
<b>(1)</b> Plan does not include this contribution type or no Eligibility Service requirement applies.	X		X	X	X	X
<b>(2)</b> ___ days of Eligibility Service (no minimum Hours of Service). (Insert number of days in each applicable column.)						
<b>(3)</b> ___ months of Eligibility Service (no minimum Hours of Service). Service need not be continuous (mere passage of time). (Insert number of months in each applicable column.)						
<b>(4)</b> One Year of Eligibility Service with at least ___ Hours of Service during the Eligibility Computation Period. (Insert number of Hours of Service in each applicable column.)						
<b>(5)</b> (A) ___ months of Eligibility Service with at least (B) ___ Hours of Service during the Eligibility Computation period. (Insert number of (A) months and (B) Hours of Service in each applicable column. (A) cannot exceed 12 months.)	(A) ___ (B) ___	(A) ___ (B) ___	(A) ___ (B) ___	(A) ___ (B) ___	(A) ___ (B) ___	(A) ___ (B) ___
<b>(6)</b> Two Years of Eligibility Service with at least ___ Hours of Service during the Eligibility Computation Period. (Insert number of Hours of Service in each applicable column.)						
<b>(7)</b> (A) ___ months of Eligibility Service measured from the Eligible Employee’s Employment Commencement Date in which at least (B) ___ Hours of Service are	(A) ___ (B) ___	(A) ___ (B) ___	(A) ___ (B) ___	(A) ___ (B) ___	(A) ___ (B) ___	(A) ___ (B) ___

<p>completed in each month. <i>(Insert number of (A) months and (B) Hours of Service in each applicable column. (A) cannot exceed 12 months.)</i></p> <p><b>(C)</b> During the Eligibility Computation Period, the months during which the Hours-of-Service requirement are completed: <i>(Complete (C). Select (i) or (ii) for all applicable contribution types.)</i></p> <p><b>(i)</b> Must be consecutive.</p> <p><b>(ii)</b> Need not be consecutive.</p>	<p>(C)(i) ___ (C)(ii) ___</p>	<p>(C)(i) ___ (C)(ii) ___</p>	<p>(C)(i) ___ (C)(ii) ___</p>	<p>(C)(i) ___ (C)(ii) ___</p>	<p>(C)(i) ___ (C)(ii) ___</p>	<p>(C)(i) ___ (C)(ii) ___</p>
<p><b>(8)</b> Two Years of Eligibility Service with at least ___ Hours of Service during each Eligibility Computation Period without an intervening Break in Service. <i>(Insert number of Hours of Service in each applicable column.)</i></p>						
<p><b>(9)</b> ___ Years of Eligibility Service without an intervening Break in Service. <i>(Do not select if the Plan is an ERISA Plan. Insert number of Years of Eligibility Service in each applicable column.)</i></p>						
<p><b>(10)</b> Other: _____ <i>(Describe the Eligibility Service requirement for each contribution type to which this row applies. The Eligibility Service requirement must be described in a definitely determinable manner.)</i></p>		<p>12 months of continuous service</p>				

COMPENSATION ADDENDUM

For

Plan Name: Brandeis University Defined Contribution Retirement Plan for Nonexempt Employees

(a) 1.05(a)(4) Base Compensation. As elected in Election 1.05(a)(4), the definition of "base compensation" prior to making the additional adjustments elected in Election 1.05(b), if any, shall be as follows: See the Plan Superseding Provisions Addendum regarding the Compensation Base definition. (For example, the "Alternative Definition" of Compensation described in Section 2.16(a)(4) or another definition. Specify here if the definition of "base compensation" will be used for "All Employees" if different definitions are used for different contribution types or groups.)

Note: Selecting the Alternative Definition or a different definition of Compensation above may require additional nondiscrimination testing, if applicable.

(b) 1.05(b)(14) Additional Excluded Amounts. As elected in Election 1.05(b)(14), the following compensation amounts are excluded for purposes of the relevant contribution type: (Describe amounts to be excluded from Compensation for each applicable contribution type, such as Employer paid or reimbursed moving expenses or housing allowance under Code § 107. If amounts paid within the "post-severance period" defined in Section 2.16(b)(1)(C)(iv)(b) are to be excluded, provide specifics (such as Regular Compensation described in Section 2.16(b)(1)(C)(i), Unused Leave described in Section 2.16(b)(1)(C)(ii) and/or Deferred Compensation described in Section 2.16(b)(1)(C)(iii)). Complete (1) or applicable contribution types in (2) – (8).)

- (1) [checked] All available contribution types: Vacation payouts, one-time increases and any non-cash remuneration. Leave Cash-Out and Deferred Compensation amounts that are paid post-severance.
(2) [ ] Deferral Contributions / Employee After-Tax Contributions / Qualified Nonelective Employer Contributions:
(3) [ ] Matching Employer Contributions:
(4) [ ] Nonelective Employer Contributions:
(5) [ ] Mandatory Contributions:
(6) [ ] Safe Harbor Matching Employer Contributions:
(7) [ ] Safe Harbor Nonelective Employer Contributions:
(8) [ ] Other: (List contribution types and describe excluded compensation.)

## ADDITIONAL PROVISIONS ADDENDUM

For

**Plan Name:** Brandeis University Defined Contribution Retirement Plan for Nonexempt Employees

- (a) **1.25(a) Additional Provisions.** The Plan includes provisions that are not delineated in the Elections in the Adoption Agreement or Addenda but are incorporated into the Plan through the provisions elected below, which supplement and/or alter the provisions of the Adoption Agreement and/or Basic Plan Document, as relevant. All Elections are subject to the terms governing the applicable Investment Arrangement, the Administrator's administrative procedures (which shall be nondiscriminatory if the Plan is subject to ERISA) and the applicable Vendor's operational capabilities.
- (b) **Definition of Spouse.** As described in Section 2.86, for certain permitted purposes under the Plan, the term "Spouse" means: Effective June 26, 2015, "Spouse" means the opposite-sex or same-sex spouse to whom the Participant is legally married under the laws of the jurisdiction in which the Participant's marriage took place. (Describe. Any alternative definition of the term "Spouse" may not violate IRS Revenue Ruling 2013-17 or IRS Notice 2014-19.)
- (c) **Restrictions on Active Military Distributions (HEART Act).** As described in Section 10.06 and elected in Election 1.19(e)(1) of the Adoption Agreement, withdrawals pursuant to the HEART Act are subject to the following restrictions: Withdrawals pursuant to the HEART Act are permitted from the following contribution type(s): Deferral Contributions and Mandatory Contributions (For example, list available contribution types.)  
**Note:** Restrictions on withdrawals must be objectively determinable, not subject to Employer discretion, preserve "protected benefits" under Code § 411(d)(6) or other applicable law to the extent required, and nondiscriminatory if the Plan is an ERISA Plan.
- (d) **Restrictions on Qualified Birth or Adoption Distributions ("QBOAD").** As described in Section 10.12 and elected in Election 1.19(l)(1) of the Adoption Agreement, Qualified Birth or Adoption Distributions ("QBOADs") are subject to the following restrictions: QBOAD withdrawals were permitted effective 11/12/2024, and are administered in accordance with the applicable Investment Arrangement Documentation. (Describe restrictions, such as limiting the available contribution types or limiting the availability to certain groups. Each group must be definitely determinable.)  
**Note:** Restrictions on withdrawals must be objectively determinable, not subject to Employer discretion, preserve "protected benefits" under Code § 411(d)(6) or other applicable law to the extent required, and nondiscriminatory if the Plan is an ERISA Plan.
- (e) **Additional Restrictions Related to In-Service Withdrawals.** As described in Section 10.15 and elected in Election 1.19(n) of the Adoption Agreement, the following administrative restrictions apply to a Participant's Account with respect to and/or following an in-service withdrawal: A Participant who has attained Age 60 and is participating in an early retirement program sponsored by Brandeis University may make a withdrawal of up to 100% of account balance. An Active Participant who is determined by the Employer to be a "rehired retiree" and is age 59 1/2 or older may withdraw any portion of their Account. (Describe restrictions, such as limiting the frequency of in-service withdrawals, limiting availability to certain groups of Participants, requiring a minimum amount per withdrawal (not to exceed \$1,000 if the Plan is an ERISA Plan), requiring Participants to be 100 % Vested in the distributing account to receive an amount as a hardship distribution or other in-service withdrawal, requiring Participants to attain a certain age and complete either a specified number of (1) years of Plan participation or (2) years of Vesting Service, etc. Each group must be definitely determinable.)  
**Note:** Restrictions on withdrawals must be objectively determinable, not subject to Employer discretion, preserve "protected benefits" under Code § 411(d)(6) or other applicable law to the extent required, and nondiscriminatory if the Plan is an ERISA Plan.
- (f) **Application of Forfeitures.** As described in Section 11.08(a), forfeitures from Participants' unvested Account Balances not used to pay Plan administrative expenses, fund Employer Contributions or as otherwise described in

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Section 11.08(a)(1), (2) and (3) may be allocated as follows: *(Select one or more of (A) through (E) as applicable. Select (F) if applicable.)*

- (A)  As described in Section 11.08(a)(4), forfeitures arising from the following contribution type(s) shall be allocated among the Accounts of “eligible” Participants otherwise eligible to receive an allocation of Nonelective Employer Contributions pursuant to Election 1.12, in the ratio that each “eligible” Participant’s Compensation bears to the total Compensation paid to all “eligible” Participants (regardless of whether the Employer has selected Election 1.12(b)(1) of the Adoption Agreement): *(Select (i) and/or (ii).)*
  - (i)  Matching Employer Contributions.
  - (ii)  Nonelective Employer Contributions.
- (B)  Notwithstanding the Employer’s selection in Election 1.12(c) of the Adoption Agreement, the Contribution Period for purposes of allocating forfeitures as described in (A) shall be each: \_\_\_\_\_. *(Select only if (A) above is selected. Specify payroll period, calendar month, Plan Year quarter, Plan Year or other time period.)*
- (C)  Notwithstanding the Employer’s selection in Elections 1.12(d) and 1.13 of the Adoption Agreement, a Participant who is an Active Participant during the applicable Contribution Period shall be entitled to receive an allocation of forfeitures as described in (A) for the relevant Contribution Period only if the Participant satisfies the following requirement(s): \_\_\_\_\_. *(Select only if Election (A) above is selected and describe continuing eligibility requirement(s), using the options in Election 1.12(d) as a guide. Describe other conditions, including if the Employer will credit periods of service with a predecessor employer as specified in Election 1.17. Specify if different requirements apply for different groups, etc. Each group must be definitely determinable. Specify how service-based requirements will be measured (e.g., Elapsed Time Method, Actual Hours Method or Hours of Service Equivalency).)*
- (D)  As described in Section 11.08(a)(5), forfeitures shall be allocated as additional discretionary Matching Employer Contributions.
- (E)  As described in Section 11.08(a)(5), forfeitures shall be allocated as additional discretionary Nonelective Employer Contributions.
- (F)  As described in Section 11.08(a)(6), additional requirements or restrictions on the use of forfeitures apply, as follows: Forfeitures arising from Matching Employer Contributions shall be applied to reduce the Employer's obligation to fund Matching Employer Contributions. *(Describe. For example, apply all forfeitures to reduce specific types of Employer Contributions; apply forfeitures arising from Matching Employer Contributions to reduce the Employer's obligation to make Nonelective Employer Contributions and/or Matching Employer Contributions; apply forfeitures arising from Nonelective Employer Contributions to reduce the Employer's obligation to make Nonelective Employer Contributions and/or Matching Employer Contributions; etc., Specify ordering if multiple allocation methods are selected, or describe restrictions on allocations.)*

**PLAN SUPERSEDING PROVISIONS ADDENDUM**

**for**

**Plan Name:** Brandeis University Defined Contribution Retirement Plan for Nonexempt Employees

- (a) **1.26(a) Plan Superseding Provisions.** The following provisions supersede other provisions of this Adoption Agreement and/or the Basic Plan Document in the manner described:

Compensation means the base salary or wages paid by Brandeis to a Participant during the period; including, for faculty, contractual or summer salary and compensation for additional courses taught or supplemental pay for acting as department chairperson; excluding overtime, bonuses, vacation payouts, one-time increases and any non-cash remuneration. Compensation shall also include any amounts which would have been included as compensation in the previous sentence but for a salary reduction election under Code section 125, 132(f)(4), 403(b) or 457(b).

Compensation shall also include regular base salary or wages actually received by an Employee from Brandeis payroll for periods of a paid leave of absence pursuant to applicable state parent and family medical leave law, but shall not include any payments made pursuant to such laws that are paid by the state and not paid from Brandeis payroll.

***Note:** Unless the above-described provisions are of the type found in Section 9.03 of Revenue Procedure 2021-37 as not affecting reliance on the opinion letter (i.e., changes to the administrative provisions of the Plan, such as provisions relating to investments or plan claims procedures), the IRS may, in its sole discretion, determine that the Plan is an individually designed plan due to amendments to the Plan that are extensive and the Employer shall not be permitted to rely on the Pre-Approved Plan Provider's opinion letter as of the effective date of the amendments. In addition, such superseding provisions may in certain circumstances affect the Plan's status as a pre-approved plan eligible for the 6-year remedial amendment cycle. Superseding provisions which alter only provisions governed by Title I of ERISA and solely administered by the Department of Labor shall not impact the ability of the Employer to rely upon the Pre-Approved Plan Provider's opinion letter. The Pre-approved Plan Provider cannot make this determination on behalf of the Employer.*

**CARES ACT ADDENDUM**

**for**

**Plan Name:** Brandeis University Defined Contribution Retirement Plan for Nonexempt Employees

(a) **1.25(b) CARES Act.** If this CARES Act Addendum is attached to the Adoption Agreement, the terms of the Plan include provisions enabled by the Coronavirus Aid, Relief and Economic Security (“CARES”) Act. The following Elections supplement the terms of the Adoption Agreement and Basic Plan Document. All Elections are subject to the terms governing the applicable Investment Arrangement, the Administrator’s administrative procedures (which shall be nondiscriminatory if the Plan is subject to ERISA) and the applicable Vendor’s operational capabilities.

- (1)  **CARES Act Distribution.** As described in Section 10.13, unless otherwise indicated below and subject to the terms of the applicable Investment Arrangement Documentation and the Plan’s loan policy, effective as soon as administratively feasible on or after April 6, 2020, a CARES Act Distribution was available to Qualified Individuals. *(If selected, Indirect Rollover Contributions to the Plan must be permitted.)*
  - (A)  Later effective date: \_\_\_\_\_ *(Must be before December 31, 2020.)*
  - (B)  Plan adopted a lower maximum: \$ \_\_\_\_\_ *(Insert an amount no greater than \$100,000.)*
  - (C)  CARES Act Distributions are not available from the following sources: \_\_\_\_\_ *(Describe.)*
  - (D)  CARES Act Distributions are not available with respect to the following group(s) of Participants: \_\_\_\_\_ *(Describe group, status code, division code, etc. Each group must be definitely determinable.)*
  - (E)  Other: \_\_\_\_\_ *(Describe any additional terms or conditions, such as earlier termination of the ability to take a CARES Act Distribution.)*
- (2)  **CARES Act Loan.** As described in Sections 9.15(a) and 9.15(b), effective May 5, 2020 *(Cannot be later than September 22, 2020.)* and subject to the terms governing the applicable Investment Arrangement, a CARES Act Loan was available to Qualified Individuals in accordance with Sections 9.15(a) and (b) unless otherwise indicated below.
  - (A)  Describe: \_\_\_\_\_ *(Describe modifications to Section 9.15(a), such as a lower maximum loan amount or a different security requirement; describe modifications to the Deferment Period described Section 9.15(b).)*
- (3)  **Loan Repayment Deferment.** As described in Section 9.15(c), effective April 23, 2020 *(Cannot be later than December 31, 2020.)* Participant loans outstanding on or after March 27, 2020 that are not CARES Act Loans were deferred for Qualified Individuals in accordance with Section 9.15(c) unless otherwise indicated below.
  - (A)  Describe: \_\_\_\_\_ *(Describe modifications to the Deferment Period described in Section 9.15(c).)*