

# 401(k) Safe Harbor Contribution Notice

**IMPORTANT:** Carefully read and consider the following information before you decide whether to start making elective deferrals or decide to continue or change the amount of your employee 401(k) contributions. This notice references the Summary Plan Description (SPD) which summarizes important features of your plan. See your plan administrator if you need a copy of the SPD.

## PLAN INFORMATION

Employer Name \_\_\_\_\_

Plan Name \_\_\_\_\_

Plan Sequence Number \_\_\_\_\_

Plan Year End (mm/dd/yyyy) \_\_\_\_\_

Plan ID Number \_\_\_\_\_

## CONTRIBUTIONS

The contributions described below will be determined based on the definition of compensation described in the SPD your employer has provided to you. Your employer may amend the plan to reduce or suspend the safe harbor contributions during the plan year. If your employer amends to reduce or suspend the safe harbor contributions during the plan year, your employer will provide you a notice at least 30 days prior to the date the reduction or suspension is effective.

### Elective Deferrals

By completing a salary reduction agreement, you agree to make elective deferrals to this plan. Your compensation will be reduced each pay period by an amount based upon the compensation described in your SPD.

You may complete a salary reduction agreement to make or change your election by \_\_\_\_\_ (specify a date at least 30 days from the delivery date of this notice). This timeframe to make or modify your salary deferral election is in addition to any other election modification periods specified below.

You may change the amount you are deferring into the plan—or stop making deferrals altogether—at the times indicated below by notifying your Plan Administrator of your desire to change your deferral rate using the method approved by your plan administrator.

You may revoke a salary reduction agreement to stop making elective deferrals by giving proper notice to the plan administrator. Your deferral will stop the first day of the next (select one):

Plan Year;  Plan year or, if earlier, the first day of the seventh month of the plan year;  Quarter;  Month;

Other (specify): \_\_\_\_\_

You may resume your elective deferrals after revoking a salary reduction agreement. Your election will become effective the first day of the next (select one):

Plan Year;  Plan year or, if earlier, the first day of the seventh month of the plan year;  Quarter;  Month;

Other (specify): \_\_\_\_\_

You may modify your salary reduction agreement prospectively to increase or decrease elective deferrals. Your election will become effective the first day of the next (select one):

Plan Year;  Plan year or, if earlier, the first day of the seventh month of the plan year;  Quarter;  Month;

Other (specify): \_\_\_\_\_

### ADP Safe Harbor Employer Contributions

Your employer will make safe harbor contributions to

only non-highly compensated employees who are eligible (and, in the case of safe harbor matching contributions, make elective deferrals in to the plan).

all employees who are eligible (and, in the case of safe harbor matching contributions, make elective deferrals in to the plan).

Your employer will make ADP safe harbor contribution on your behalf based on the following formula.

**Base Rate:** Your employer will make an ADP safe harbor matching contribution of 100% on your deferrals up to 3% of your compensation, plus

**Tier 2:** your employer will make an ADP safe harbor matching contribution of 50% on your deferrals that are greater than 3% but less than or equal to 5% of your compensation.

**Base Rate:** Your employer will make an ADP safe harbor matching contribution of \_\_\_\_\_% on your deferrals up to \_\_\_\_\_% of your compensation, plus

**Tier 2:** your employer will make an ADP safe harbor matching contribution of \_\_\_\_\_% on your deferrals that are greater than \_\_\_\_\_% but less than or equal to \_\_\_\_\_% of your compensation.

A \_\_\_\_\_% nonelective contribution.

This is a supplemental notice informing you that your employer has amended the 401(k) plan to provide this nonelective contribution.

### Other Contributions

In addition to the contributions identified above, you or your employer may be permitted to make additional contributions to the plan. Refer to your SPD or Summary of Material Modifications to determine if additional contributions will be made and, if so, whether you are entitled to make or receive a portion of such contributions.

**VESTING**

You are 100% vested in ADP safe harbor contributions at all times.

Your vested percentage in additional contributions, if any, will be determined according to the following vesting schedule(s).

	YEARS OF SERVICE						
	Less than One	1	2	3	4	5	6
Profit Sharing							
Match*							

\*The match vesting schedule excludes ADP safe harbor matching contributions but includes ACP safe harbor matching contributions.

**DISTRIBUTIONS**

The distribution options specific to deferrals will also apply to the following types of contributions, if applicable: QNEC, QMAC, QACA ADP safe harbor contributions, and prevailing wage contributions designated as a QNEC.

The distribution options indicated for matching contributions will also apply to QACA ACP safe harbor contributions, if applicable.

You may generally withdraw your elective deferrals and ADP safe harbor contributions

- Upon termination of employment
- Upon attainment of age 59½
- Upon incurring a disability, as defined in the SPD
- If you were called to active duty for at least 180 days
- If you were called to active duty for at least 30 days
- Incurring a hardship, as defined in the SPD

You may generally withdraw your matching contributions or profit sharing contributions, if applicable

- Upon termination of employment
- Upon attainment of age 59½
- Upon attainment of normal retirement age\*
- Upon Reaching 100% Vesting
- Upon incurring a disability, as defined in the SPD
- Incurring a hardship, as defined in the SPD

You may take a distribution of your vested account when you terminate employment after you reach normal retirement age. If you die before taking all of your assets from the plan, the remaining balance will be paid to your beneficiary.

If your plan allows you to complete direct in-plan Roth rollovers, you may take a distribution of your direct in-plan Roth rollover contributions when you can take a distribution from the account from which the direct in-plan Roth rollover originated. For example, direct in-plan Roth rollovers from your pre-tax deferrals account will be available for distribution when such pre-tax deferrals are available for distribution. Please see the tables above for further information on when the original sources of the contributions are distributable.

**PLAN ADMINISTRATOR INFORMATION**

If you wish to obtain additional information about the plan (including a copy of the SPD), you may contact the plan administrator at the following address or telephone number.

Name of Plan Administrator: \_\_\_\_\_

Business Address: \_\_\_\_\_

Business City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Business Telephone Number: \_\_\_\_\_

**ADDITIONAL INFORMATION**

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