

**FLORIDA INSTITUTE FOR HUMAN AND MACHINE COGNITION, INC.**

**403(B) TAX DEFERRED ANNUITY PLAN**

**SUMMARY PLAN DESCRIPTION**

**EFFECTIVE MARCH 1, 2020**

FLORIDA INSTITUTE FOR HUMAN AND MACHINE COGNITION, INC.  
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## **INTRODUCTION**

Your Employer, Florida Institute for Human and Machine Cognition, Inc. (the Employer), has established this 403(b) retirement plan, Florida Institute for Human and Machine Cognition, Inc. 403(b) Tax Deferred Annuity Plan (the Plan) to assist you and other Employees in saving for retirement. The Plan is governed by the Plan document, which is a complex legal contract that contains all of the provisions required by the Internal Revenue Service (IRS) that the Employer must follow when administering the Plan. This document follows specific federal laws and regulations that apply to retirement plans. The Plan document may change when new laws or regulations take effect. The Employer also has the right to modify certain Plan features from time to time. When these changes occur, you will be notified about any changes that affect your rights under the Plan.

This document is a Plan Description (PD). It summarizes the important features of the Plan document, including your benefits and obligations under the Plan. If you want more detailed information about specific plan features or have questions about any of the information in the PD, you should contact your Employer via the methods outlined in this PD. You can also request a copy of the Plan document from your Employer.

You will notice that certain terms in the PD are capitalized. These are important terms to understand and they are defined in more detail in the DEFINITIONS section of the PD. Although the purpose of this document is to summarize the more significant provisions of the Plan, the Plan document will prevail in the event of any inconsistency. In addition, the terms of the Plan cannot be modified by written or oral statements made to you by the Plan Administrator or other personnel.

The Plan was originally effective 03/01/2005. This PD describes the Plan as restated effective 01/01/2010. This PD supersedes all previous PDs.

## **ELIGIBILITY FOR PARTICIPATION**

The Plan document has been amended and/or restated into a new Plan document. If you were eligible to participate in the prior Plan, you will continue to be eligible to participate in this Plan without satisfying any additional age or service requirements.

### **Am I eligible to make Elective Deferrals and Roth Elective Deferrals?**

Once you meet the eligibility requirements below, you will be eligible to make Elective Deferrals unless you fall into one of the following categories.

- You are expected to work fewer than 1,000 hours for the first 12 months of employment. If you work 1,000 hours of service in a 12 month period you will be eligible for the Plan the following year. Once you have worked 1,000 hours in a 12 month period you will remain eligible for the Plan even if you fail to work 1,000 hours in a subsequent 12 month period.

### **What eligibility requirements do I have to meet to make Elective Deferrals?**

You will be eligible to make Elective Deferrals immediately upon your hire date.

### **Am I eligible to receive Non-Elective Contributions?**

Once you meet the eligibility requirements below, you will be eligible to receive Non-Elective Contributions unless you fall into one of the following categories.

- You are: Effective July 1, 2018, Employees who normally work fewer than 30 hours per week other than any such Employee if (1) on July 1, 2018, such Employee was jointly employed by the Employer and another employer that is not a member of a controlled group or an affiliated service group of which the Employer is a member (the "Unrelated Employer"), (2) such Employee's joint employment is pursuant to written agreements with the Employer and the Unrelated Employer and (3) such Employee's joint employment with the Employer and the Unrelated Employer regularly exceeds 30 hours per week..

### **What eligibility requirements do I have to meet to receive Non-Elective Contributions?**

You will be eligible to receive Non-Elective Contributions immediately upon the day you meet the following requirements.

- You attain age 21.

## **CONTRIBUTIONS - EMPLOYEE**

### **Does the Plan allow me to make Elective Deferrals?**

Yes. Provided you have met the eligibility requirements and passed the entry date as specified in the section titled "Eligibility for Participation" you may contribute Elective Deferrals to the Plan.

### **Do I pay taxes on any Elective Deferrals I make?**

You will have the option to have the Elective Deferrals you make taken out of your pay either before or after taxes are withheld. For those Elective Deferrals you choose to have taken out pre-tax, you will generally pay taxes on this amount when you take it out of the Plan.

For those Elective Deferrals you choose to have taken out after-tax (Roth Elective Deferrals), you will pay taxes on this amount when you contribute them to the Plan. However, provided the distribution is "qualified" the earnings on these amounts will not be taxed when they are

removed from the Plan. A Roth Elective Deferral distribution is qualified when (1) it has been at least 5 years since the first Roth Elective Deferrals were contributed to the Plan and (2) you are at least 59 1/2 year of age, become disabled, or have died. Roth Contributions are made in the same manner as pre-tax Elective Deferrals. You must designate how much you would like to contribute on a pre-tax basis (normal 403(b) contribution) and how much you would like to contribute as an after-tax Roth Contribution. You are not required to make any Roth Contributions. You may designate all of your Elective Deferrals as pre-tax contributions.

**How do I make or change the amount of the Elective Deferrals being withheld?**

You may make or change your deferral election by returning a deferral election form to the Plan Administrator.

**Once I make a deferral election, how often can I change, stop, or re-start the election?**

You may change or re-start your deferral election as of . You may stop your deferrals at any time.

**What are the limits on Elective Deferrals?**

Your Elective Deferrals are subject to the following limits:

- Federal law limits the amount you may elect to defer under this Plan and any other retirement plan permitting Elective Deferrals (including both other 403(b) and 401(k) plans). You are limited to contributing \$19,500 (for 2020) during any calendar year.
- If you are age 50 or over, you may defer an additional amount, called a "catch-up contribution", of up to \$6,500 (for 2020).
- If you have worked a minimum of 15 years for the Employer, you can defer additional compensation into the Plan under the Special 403(b) Catch-Up Rule. This special catch-up contribution is equal to the smallest of the three amounts listed below:
  1. \$3,000,
  2. \$15,000 minus the amount of Special 403(b) Catch-Up Contributions made in prior years, or
  3. \$5,000 times the number of years you have worked for the Employer minus the total amount of Elective Deferrals made while you worked for the Employer.
- The maximum amount you can defer is 100% of your compensation.

The Plan Administrator may establish additional rules you will need to follow when making your deferral election. Your deferral election is only effective for compensation you have not received yet. The Plan Administrator may also reduce or totally suspend your election if they determine that your election may cause the Plan to fail to satisfy any of the requirements of the Internal Revenue Code.

**CONTRIBUTIONS - EMPLOYER**

**Will the Employer make Non-Elective contributions to the Plan?**

Yes. The Employer may make a Non-Elective Contributions to the Plan. Whether or not the Non-Elective Contributions will be made and the amount of the Non-Elective Contributions will be determined by the Plan Administrator each year in their sole discretion.

**What portion of the Non-Elective Contributions will I receive?**

If you meet the requirements to receive Non-Elective Contributions, you will receive a pro rata portion of the Non-Elective Contributions for the Plan Year. This means that all eligible Participants will get an equal share of the Non-Elective Contributions as a percentage of their Compensation.

Non-Elective Contributions will be contributed to your account as soon as administratively feasible after the end of each pay period.

**Is there a maximum Non-Elective Contributions I can receive?**

Yes. If you meet the requirements to receive Non-Elective Contributions the following maximum will apply: 11% of Compensation.

**Are there any yearly requirements I have to meet to receive Non-Elective Contributions?**

Yes. You will be eligible to receive Non-Elective Contributions if you either work 1 hours of service during the Plan Year or you are employed on the last day of the Plan Year.

**Can the Employer make Qualified Non-Elective Contributions?**

Yes. The Employer has the discretion to make a Qualified Non-Elective Contributions. The Plan Administrator will determine each Plan Year if this contribution will be made, how much it will be and which Participants are eligible to receive the Qualified Non-Elective Contributions. If you are eligible to receive this contribution you will receive a pro rata portion of the allocation based on your Compensation. This means that all eligible Participants will get an equal share of the Qualified Non-Elective Contributions as a percentage of their Compensation.

**Can the Employer make any other type of contributions to the Plan?**

Yes. The Employer may have the discretion to reallocate any forfeitures and to make other contributions as necessary to comply with the IRS' non-discrimination requirements.

**What are the limits on total contributions?**

Your total contributions are subject to the following limits:

- The total amount that may be contributed to the Plan on your behalf in any year may not exceed the lesser of 100% of your compensation or \$57,000 (for 2020).

**Can I move money I have in another retirement plan to this Plan?**

Yes. If you are eligible to participate in the Plan you can rollover the money you have in other plans into the Plan. While the Plan Administrator may establish procedures that relate to the requirements for Rollover Contributions, in general rollovers will be accepted from any plan that is eligible to be rolled into the Plan. While there are exceptions this generally includes rollovers from a qualified retirement plan (i.e., 401(k), defined benefit), another 403(b) plan, a governmental 457(b) plan and pre-tax assets held in a traditional IRA.

**Will I receive contributions when I am not working at the Employer due to my performing qualified military service?**

If you are re-employed by the Employer after performing qualified military service you may be able to make up missed employee contributions and to receive make-up employer contributions. Additionally, if you meet all of the requirements the time you spend on qualified military service may count as Years of Service under the Plan. You can receive more information about your rights under the Uniformed Services Employment and Reemployment Rights Act (USERRA) from the Plan Administrator.

**What happens if I die or become disabled while performing qualified military service?**

If you die or become disabled while performing qualified military service the Employer will treat you as if you returned to work on the day before you died and then terminated on the date of death or disability when determining any of your benefits under the plan except for contributions.

**VESTING****Do I need to work a certain amount of time to keep my Elective Deferrals and Non-Elective Contributions?**

No. You will always be immediately 100% vested in your Elective Deferrals and Non-Elective Contributions.

**How is my service with the Employer measured to earn a Year of Vesting Service?**

You will earn a year of vesting service when you have worked 1,000 hours in a Plan Year. You will generally earn an Hour of Service for each hour you are paid for the performance of duties for the Employer but there are exceptions that may apply.

**DISTRIBUTIONS - AFTER TERMINATION FROM SERVICE****Can I take a distribution of my account balance after my employment terminates?**

Yes. You can take a distribution of your account balance immediately after your employment terminates.

**What form can my distribution after termination from service be taken in?**

You can take your distribution after termination from service as a cash distribution.

Your distribution can be taken in a lump sum distribution, as installment payments and as an annuity payment.

**How soon after my death does my Beneficiary have to take distributions?**

Your Beneficiary must take all money out of the Plan by the end of the Plan Year that contains your death.

**What form can the distributions after my death be taken in?**

Your beneficiaries can take distributions as a cash distribution.

Your beneficiary's distribution can be taken in a lump sum distribution.

**Who gets my assets in the Plan if I don't designate a beneficiary?**

If you die without designating a beneficiary, your Account will be payable to your spouse, or if you do not have a spouse, to your estate.

**Can the Employer ever force me to take a distribution from the Plan?**

Yes. If your account balance after you stop working for the Employer is less than \$1,000 and you do not submit a distribution form telling the Plan Administrator how you would like your balance distributed, the Plan Administrator will force a distribution from the Plan. The Plan Administrator may send the distribution directly to you.

Your rollover account balance (if any) will not be included when determining if your account balance will be forced out. Your rollover account balance (if any) is always used when determining if the amount must be rolled over to an IRA established in your name.

The Plan Administrator will force a distribution of your account balance when you reach your Required Beginning Date (see below for what your Required Beginning Date is).

**Is there ever a time when I have to take a distribution from the Plan?**

Yes. Once you reach your Required Beginning Date you must start taking distributions from the Plan. These distributions are called Required Minimum Distributions. Failure to take these payments can result in an IRS penalty tax of 50% of the amount that should have been distributed.

Your Required Beginning Date is when you actually retire or age 70 1/2, whichever is later.

## **DISTRIBUTIONS - IN-SERVICE**

### **Can I take a distribution of my account balance when I reach age 59.5?**

Yes. You can take a distribution of all of your fully vested account balance when you reach age 59.5.

### **Can I take a distribution of my account balance while still working at any time?**

Yes. You can take a distribution of your Rollover Contribution account balances at any time.

### **Can I take a distribution of my account balance while still working if I incur a hardship?**

Yes. You can take a hardship distribution of the following fully vested account balances while still working if you incur a hardship:

- Elective Deferrals, excluding post-1988 earnings
- Roth Elective Deferrals

### **Are there requirements I must meet to take a hardship distribution?**

Yes. In order to receive a hardship distribution from your Elective Deferrals, excluding post-1988 earnings you must have an immediate and heavy financial need that cannot be satisfied by other available resources. This determination is made by the Plan Administrator. The following are the only financial needs considered immediate and heavy:

- expenses incurred or necessary for medical care, described in Code section 213(d), for you or your spouse, children, or dependents;
- the purchase (excluding mortgage payments) of a principal residence for the Participant;
- payment of tuition and related educational fees for the next 12 months of post-secondary education for you or your spouse, children, or dependents;
- the need to prevent the eviction of you from your principal residence (or a foreclosure on the mortgage on your principal residence);
- payments for burial or funeral expenses for your deceased parent, spouse, children, or dependents;
- expenses for the repair of damage to your principal residence that would qualify for the casualty deduction; or
- expenses incurred on account of a federally declared disaster.

Effective 01/01/2019, in order to have the hardship satisfy an immediate and heavy financial need, the following must be true:

- You have obtained all distributions, other than hardship distributions, under all plans maintained by the Employer.
- The distribution is not in excess of the amount of an immediate and heavy financial need (including amounts necessary to pay any federal, state or local income taxes or penalties reasonably anticipated to result from the distribution).
- You have represented in writing or by an electronic medium that you have insufficient cash or other liquid assets to satisfy the financial need.

Effective 01/01/2019, there will no longer be a 6-month suspension period for your Elective Deferrals, if applicable, after the receipt of the hardship distribution. In addition, any remaining portion of the 6-month suspension period for a prior hardship distribution will be discontinued on that date.

### **Are there other limits on taking hardship distributions?**

Yes. The following limitations apply to hardship distributions: one (1) Hardship withdrawal per Participant per Plan Year.

### **Can I take a loan from the Plan?**

No, loans are not available under the Plan.

### **What form can my in-service distribution be taken in?**

You can take your in-service distribution as a cash distribution.

Your in-service distribution can be taken in a lump sum distribution, as installment payments and as an annuity payment.

## **INVESTMENTS**

### **Can I direct how my account balances will be invested?**

Yes. You can direct how your entire account balance will be invested from among the different investments offered under the Plan.

You may make or change your investment elections by returning an investment election form to the Plan Administrator.

### **What type of accounts can my account balance be invested in?**

Your account balance can be invested in annuity contracts.

### **How often can I change my investment election?**

Subject to any additional restrictions placed on investment timing by the actual investment, your elections will be subject to such rules and

limitations as the Plan Administrator may prescribe.

**How will my account balances be invested if I do not make an investment election?**

If you do not make an investment election your account balances will be placed in investments selected by the Plan Administrator.

**Does the Plan have a financial advisor that I can contact for more information about Plan investments?**

Yes, you may contact the Plan's financial advisor at:

Name:

Address: , ,

Phone number:

**How often does the Plan Administrator determine how much my benefit in the Plan is worth?**

The Plan Administrator will determine the value of each Participant's benefit under the Plan on the last day of the Plan Year. The Plan Administrator may also choose other dates to determine the value of each Participant's benefit under the Plan.

**MISCELLANEOUS**

**Domestic Relations Orders**

Under certain circumstances, a court may issue a domestic relations order assigning a portion of your benefits under the Plan to a spouse, former spouse, child or other dependent. The Plan Administrator will determine whether the order is a qualified domestic relations order ("QDRO"). If the Plan Administrator determines that the order is a QDRO, it will implement the terms of the QDRO and divide your Account accordingly. You may obtain, without charge, a copy of the Plan's QDRO procedures from the Plan Administrator.

**Amendment and Termination**

The Plan Administrator may amend or terminate the Plan at any time in its sole discretion. However, no such action may permit any part of Plan assets to be used for any purpose other than the exclusive benefit of participants and beneficiaries or cause any reduction in your vested account balance as of the date of the amendment or termination. If the Plan is terminated, all amounts credited to your Account will become 100% vested.

**Insurance**

The Plan is not insured by the Pension Benefit Guaranty Corporation (PBGC) because it is not a defined benefit pension plan.

**Administrator Discretion**

The Plan Administrator has the authority to make factual determinations, to construe and interpret the provisions of the Plan, to correct defects and resolve ambiguities in the Plan and to supply omissions to the Plan. Any construction, interpretation or application of the Plan by the Plan Administrator is final, conclusive and binding.

**Plan is Not a Contract of Employment**

The Plan does not constitute, and is not to be deemed to constitute, an employment contract between the Employer and any employee or an inducement or condition of employment of any employee. Nothing in the Plan is to be deemed to give any employee the right to be retained in the Employer's service or to interfere with the Employer's right to discharge any employee at any time.

**Waiver**

Any failure by the Plan or the Plan Administrator to insist upon compliance with any of the Plan's provisions at any time or under any set of circumstances does not operate to waive or modify the provision or in any other manner render it unenforceable as to any other time or as to any other occurrence, whether the circumstances are the same or different. No waiver of any term or condition of the Plan is valid or of any force or effect unless it is expressed in writing and signed by a person authorized by the Plan Administrator to grant a waiver.

**Errors**

Any clerical or similar error by the Plan Administrator cannot give coverage under the Plan to any individual who otherwise does not qualify for coverage under the Plan. An error cannot give a benefit to an individual who is not actually entitled to the benefit.

**ADMINISTRATIVE INFORMATION**

**Plan Sponsor**

The Plan Sponsor is Florida Institute for Human and Machine Cognition, Inc.

- Employer Identification Number: 20-0760849
- Address: 40 South Alcaniz Street, Pensacola, Florida 32502-6008
- Phone number: 850-202-4400
- Fax number: 850-202-4440



**Plan Administrator**

The Plan Administrator is Florida Institute for Human and Machine Cognition, Inc.

- Address: 40 South Alcaniz Street, Pensacola, Florida 32502-6008
- Phone number: 850-202-4400
- Fax number: 850-202-4440

**Plan Assets**

Assets of the Plan are held in annuity contracts.

**Agent for Legal Service**

The agent for legal service for the Plan is the president of the board of Florida Institute for Human and Machine Cognition, Inc.

- Address: 40 South Alcaniz Street, Pensacola, Florida 32502-6008
- Phone number: 850-202-4400
- Fax number: 850-202-4440

**Plan Number**

The Plan is a 403(b) plan. The Plan number is 002.

**Plan and Fiscal Year**

The Employer's fiscal year ends on 06/30 and the Plan Year ends on 12/31.

**DEFINITIONS****Account**

Your Account is the sum of all of your amounts in each of your different contribution accounts.

**Beneficiary**

Your Beneficiary is the individual who will get your benefit under the Plan upon your death. You have the right to designate one or more primary and one or more secondary beneficiary.

**Compensation**

Compensation is most of your taxable income received from the Employer as specified in IRS regulations measured over the Plan Year. For any self-employed individual, Compensation will mean earned income.

For purposes of Non-Elective Contributions, Compensation will include only that compensation which is actually paid to you by the Employer during that part of the Plan Year that you are eligible to participate in the Plan.

For purposes of Elective Deferrals and Non-Elective Contributions, Compensation will include any amount you elect to defer on a tax-preferred basis to any benefit plan of the Employer.

For purposes of Elective Deferrals and Non-Elective Contributions, Compensation will include any amounts not available to you in cash in lieu of group health coverage because you are unable to certify that you have other health coverage.

For purposes of Elective Deferrals and Non-Elective Contributions, Compensation will include payments of unused accrued bona fide sick, vacation, or certain other leave that are paid to you after you terminate employment.

Compensation will include wages paid during any period in which you are performing service in the uniformed services while on active duty for a period of more than 30 days that represents all or a portion of the wages you would have received if you were performing service for the Employer.

For purposes of Elective Deferrals, Compensation will exclude the following: bonuses, stipends, housing allowances, and split pay.

For purposes of Non-Elective Contributions, Compensation will exclude the following: bonuses, stipends, housing allowances, and split pay.

**Disability**

You will be considered Disabled when you are unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months. The permanence and degree of such impairment must be supported by medical evidence.

**Elective Deferrals**

Elective Deferrals are the amount of your Compensation that you chose to deposit into the Plan under a salary reduction agreement you complete with the Employer.

Elective Deferrals can be contributed either on a pre-tax basis or an after-tax basis. After-tax Elective Deferrals are referred to as Roth Elective Deferrals.

**Normal Retirement Age**

Normal Retirement Age (NRA) is age 65.

**Non-Elective Contributions**

Non-Elective Contributions are contributions that the Employer may make to the Plan on your behalf based on a formula specified in the "Contributions - Employer" portion of this document.

**Plan Year**

The Plan Year is the 12 month period ending on 12/31.

**Rollover Contributions**

Rollover contributions are the assets that you moved (rolled over) from another retirement plan to the Plan.

**Termination from Employment**

You will be considered to have a Termination from Employment from the Employer when you are no longer employed by the Employer or on the day when the Employer is no longer eligible to sponsor the Plan.

**Transfer Contributions**

Transfer Contributions are contributions that were transferred over to the Plan from another eligible retirement plan. This is typically done at the Employer's discretion as part of a merger or related transaction.

**VENDOR APPENDIX****Approved Vendors**

An approved vendor is an organization who accepts ongoing Plan contributions directly from the Employer. Subject to procedures established by the Plan Administrator you may be able to move your Plan assets between the approved vendors listed below:

- Enter Name of Vendor