

# Flexible 401(k) Plan Automatic Enrollment Contribution Notice

To comply with the Employee notification requirements, this notice should be distributed to all eligible Employees with the Summary Plan Description (SPD). To the extent that there are conflicting provisions between your SPD and this Notice, this Notice will control. See your Employer for an additional copy of the SPD. You may also obtain a copy of the SPD by accessing the Paychex Online Retirement Services Web site at <https://benefits.paychex.com>.

**IMPORTANT:** Carefully read and consider the following information before you decide whether to start making Employee 401(k) Contributions or decide to continue or change the amount of your Employee 401(k) Contributions. This notice gives you important information about some Plan rules, including the Plan's automatic enrollment feature and Company matching contributions. The notice covers these points: whether the Plan's automatic enrollment feature applies to you; what amounts will be automatically taken from your pay and contributed to the Plan; what other amounts the Company will contribute to your Plan account; how your Plan account will be invested; when your Plan account will be vested (that is, not lost when you leave your job) and when you can get your Plan account; and how you can change your contributions.

Client Name \_\_\_\_\_ Notice Date \_\_\_\_/\_\_\_\_/\_\_\_\_

## Section One: Plan Information

Name of Plan \_\_\_\_\_  
Name of Adopting Employer

Plan Sequence Number 00 \_\_\_\_\_ Plan Year End December 31, 20 \_\_\_\_

## Section Two: Plan Contributions

Unless your Employer indicates otherwise, the contribution described below will be made to the Plan identified above, and will be determined based on the definition of Compensation described in the SPD your Employer has provided to you. Generally, this is your Compensation reported on your IRS Form W-2.

### Part A. Automatic Elective Deferrals

If you fail to complete an Enrollment Form (that is, you have not elected a contribution level), you will be enrolled in the Plan starting with your first paycheck on or after \_\_\_\_/\_\_\_\_/\_\_\_\_ at the Automatic Elective Deferral Amount specified below. This means money will be automatically taken from your pay and contributed to your Plan account. If you do not want to participate in the Plan, you must enroll at 0%.

Automatic Elective Deferral Amount \_\_\_\_\_ %.

You have a minimum of 30 days from the date you receive this notice to either enroll at a different salary deferral rate, or to instruct that no salary deferral be made from your per-pay-period Compensation. Please refer to your SPD for additional rules regarding how and when you may make or change a deferral election. You may also make a salary deferral change by accessing the Paychex Online Retirement Services Web site at <https://benefits.paychex.com> or by calling Paychex Employee Services at 1-877-244-1771.

**Remember:** If you do nothing, the Automatic Elective Deferral Amount listed above will be taken out of your pay.

**Note:** In the event you have failed to complete an Enrollment Form and your plan has been amended to require a minimum automatic enrollment percentage greater than your current default percentage, your deferral will increase as of the date specified above.

### Part B. Default Investment of Plan Contributions

You have the right to select and direct the investment option(s) for the contributions made to the Plan on your behalf. However, if you fail to provide investment direction (that is, you do not provide a valid instruction as to how the contributions should be invested), the contributions will be invested in a Qualified Default Investment Alternative (QDIA). A QDIA is an investment option under the Plan which is intended to promote the long-term capital growth of your account balance in order to achieve meaningful retirement savings. If a Plan contribution is invested in the QDIA, you still have the right to transfer the contribution from the QDIA to any other investment option available under the Plan. Prior to requesting any movement of funds, please review the fund prospectus for policies regarding frequent trading and market timing, if any. You may contact the Plan Administrator to obtain information regarding the specific investment(s) that will serve as the QDIA, fees and expenses that may be associated with the QDIA, and alternative investments available under the Plan.

All amounts contributed to the Plan for which you have provided no direction on how they should be invested will be invested in the following default fund: \_\_\_\_\_

Name of Default Fund

Does the Plan use a Target Date Investment Series as its primary default fund (specified above)? ☐ Yes ☐ No

If yes, contributions will be allocated to the applicable fund within the Target Date Investment Series based on your age. If information necessary to select a target date fund is unavailable, all amounts contributed to the Plan for which you have not provided investment direction will be invested in the following default fund: \_\_\_\_\_

Name of Secondary Default Fund

**Part C. Default Investment of Plan Contributions for Initial 90 Days**

Does the plan use a default fund (identified below) that applies only to the first 90 days that the contributions are held in the Plan?

☐ Yes ☐ No

If yes, the contributions will be automatically transferred after the initial 90 days to the default fund identified in Part B.

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Name of 90 Day Default Fund

If your account is active on Guided Choice, the default fund should read "Guided Savings Managed Account."

**Part D. Automatic Elective Deferral Increase**

If you fail to complete an Enrollment Form, and you are enrolled in this Plan due to the Automatic Elective Deferral provision, your elective deferral amount will increase once a year in the amount and on the date determined by your Employer and listed below.

1. Does the Elective Deferral Increase provision apply to this Plan? ☐ Yes ☐ No
2. If the Elective Deferral will increase, the amount that the Elective Deferral will increase by is \_\_\_\_%.
3. After the initial 12-month period, the Elective Deferral will increase every year on the first pay period that begins on or after **January 1**.
4. The maximum amount of your Compensation that may be deducted as an Automatic Elective Deferral is \_\_\_\_%.

**Part E. Permissible Withdrawals**

If you are enrolled in this Plan due to the Automatic Elective Deferral provision, you are permitted to request a distribution of the elective deferral contributions that were deducted from your per-pay-period Compensation. This type of distribution is called a Permissible Withdrawal. The following restrictions apply to the Permissible Withdrawal: (1) the Permissible Withdrawal request must be made within 90 days of the initial elective deferral deducted from your Compensation (a Permissible Withdrawal may not be processed for any request received after the 90 days has expired); (2) the elective deferral contributions and any Employer matching contributions will stop; (3) the distribution will consist only of your elective deferral contribution amounts adjusted for any gains or losses that the contributions may have experienced while they were in the Plan. This means that the dollar amount of the distribution may be less than, or more than, the amount actually deducted from your Compensation; and (4) Employer matching contributions made to the Plan as a result of the Automatic Elective Deferral provision will be forfeited to the Plan. This means you will not receive any portion of the matching contributions that you may otherwise have been entitled to if you had not requested a Permissible Withdrawal.

**Part F. Safe Harbor Automatic Enrollment Employer Contributions**

Does this Plan intend to comply with the Safe Harbor Automatic Enrollment Requirements of the Internal Revenue Code?

☐ Yes ☐ No

If this Plan is intended to comply with the Safe Harbor Automatic Enrollment Requirements of the Internal Revenue Code, your Employer will make contributions to each participant as described below in this Part F. If this Plan is not intended to comply with the Safe Harbor Automatic Enrollment Requirements, the Part F. does not pertain to you and you should continue reading at Part G.

Your Employer will make contributions to each participant as described below:

☐ **Option 1: A Matching Contribution in an amount equal to:**

- ☐ the sum of 100% of the portion of your Employee 401(k) Contributions which do not exceed 1% of your Compensation, plus 50% of the portion of your Employee 401(k) Contributions of the next 2% through 6% of your Compensation. No additional Matching Contributions will be made to the Plan on your behalf.
- ☐ the sum of
  - (i) 100% of your Employee 401(k) Contributions that do not exceed \_\_\_\_% of your Compensation for the year plus
  - (ii) \_\_\_\_% of your 401(k) Contributions that exceed \_\_\_\_% of your Compensation for the Plan Year and that do not exceed \_\_\_\_% of your Compensation for the Plan Year.

☐ **Option 2: A Non-elective Contribution in an amount equal to 3% of your Compensation.**

- ☐ **WILL BE** contributed if you are eligible to make Employee 401(k) Contributions.
- ☐ **MAY BE** contributed if you are eligible to make Employee 401(k) Contributions. You will receive a supplemental notice no later than December 1 of this Plan Year if the Plan is amended to include the contribution.
- ☐ This notice satisfies the **supplemental notice requirement**. This Plan has been amended. A Safe Harbor non-elective contribution of at least 3% of your Compensation will be contributed if you are eligible to make Employee 401(k) Contributions.

☐ **Option 3: Automatic Elective Deferral Increase**

If you fail to complete an Enrollment Form, and you are enrolled in this Plan due to the Safe Harbor Automatic Enrollment provision, your elective deferral amount will increase once a year in the amount and on the date determined by your Employer and listed below.

1. The Elective Deferral will increase by \_\_\_\_%.
2. After an initial 12-month period, the Elective Deferral will increase every year on the first pay period that begins on or after January 1.
3. The maximum amount of your Compensation that may be deducted as an Automatic Elective Deferral is \_\_\_\_%.

It is possible that the Safe Harbor contribution may be reduced or suspended mid-year. If that were to be the case a supplemental notice will be provided at least 30 days prior to the reduction or suspension.

#### Safe Harbor Contribution Eliminated

☐ This plan has been amended during the Plan Year to eliminate the Safe Harbor Matching or Non-elective Contribution. You have 30 days following receipt of this notice to change your Employee 401(k) Contribution election. The Matching/Non-elective Contribution will no longer be made as of \_\_\_\_/\_\_\_\_/\_\_\_\_ (this date is no earlier than 30 days from the date of this notice).

#### Part G. Other Contributions

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

### Section Three: Vesting and Contributions

You will always be fully vested in all contributions derived from Elective Deferrals.

Your rollover and transfer contributions, if allowed, are 100% vested immediately. The vesting schedules below apply to your Safe Harbor Basic Matching Contributions (if any), and Safe Harbor Non-elective Contributions (if any). A vesting year of service is a 12-month Plan year in which you work 1,000 hours for your Employer.

#### Employer Automatic Enrollment Contributions \_\_\_\_\_

All other contributions, if any, will be vested based on the following vesting schedule selected by your Employer.

#### Profit Sharing Contributions \_\_\_\_\_

### Section Four: Distributions

Even if you are vested in your Plan account, there are limits on when you may withdraw your funds. These limits may be important to you in deciding how much, if any, to contribute to the Plan. Generally you may only withdraw vested money after you leave your job, reach age 59½, or become disabled. Also, there is generally an extra 10% tax on distributions taken before age 59½.

Unless one of the situations listed above exists, you cannot withdraw your Individual Account attributable to Employer Profit Sharing and Matching Contributions, rollover contributions, or transfer contributions while you are still employed.

Can you borrow amounts through a Plan loan? ☐ Yes ☐ No

Can you withdraw your Elective Deferrals on account of hardship? ☐ Yes ☐ No

Hardship distributions are limited to your contribution amount, not including earnings. Hardship distribution must be for a specified reason: qualifying medical expenses, costs of purchasing your primary residence or preventing eviction from or foreclosure on your principal residence, or repairing qualifying damages to your primary residence, qualifying post-secondary education expenses, or qualifying burial or funeral expenses. Before you can take a hardship you must have taken other permitted withdrawals and loans from the Plan. If you take a hardship, you may not contribute to the Plan for 6 months.

You can learn more about the Plan's hardship withdrawal and loan rules in the Plan's *Summary Plan Description*.

#### Form of Distribution

You may request a distribution of the vested portion of your Individual Account in the form of a Lump Sum, Installment Payment, or Annuity Contracts.

#### Involuntary Cashout

If your account balance exceeds \$1,000, but is less than \$5,000, the Plan Administrator may instruct that you receive your distribution in the form of a single sum payment. When determining the value of the account, rollover contributions will not be included.

#### REA Safe Harbor/Qualified Joint and Survivor Annuity

The REA Safe Harbor provisions of the Plan do apply.

### Section Five: Contact Information

If you have questions or require further information, please contact the following individual:

Plan Administrator \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_  
Telephone \_\_\_\_\_