401(K) Tech Collective

401(K) TECH COLLECTIVE PLAN
a Pooled Employer Plan ("PEP")
Participating Employer Application
(for Employers with an existing retirement plan)

PART I. GENERAL APPLICANT INFORMATION

Company Information

Legal Business Name: ______________________________ **Requested PEP Participation Date:** ____________________	Business Address: ____________________________ ______________________________________ Business City/State/Zip: ______________________ ______________________________________ Mailing Address: ____________________________ ______________________________________ Mailing City/State/Zip: ______________________ ______________________________________
Entity Type: ______________________________________ [corp; LLC; partnership]	Entity Taxation: ____________________________ [C corp; S corp; partnership]
Employer Tax ID Number [EIN]: ______________________	NAICS Code: ______________________________
Primary Decision Maker Name: ______________________________________ Title: ______________________________________	 Email Address: ______________________________ Phone: ____________________________________
Payroll/HR Contact Name: ______________________________________ Title: ______________________________________	 Email Address: ______________________________ Phone: ____________________________________

Payroll Information

Payroll Provider: ________________________________ Contact Name: ________________________________	 Email Address: ______________________________ Phone: ____________________________________
Payroll Frequency: _________________________________	Payroll Dates: ______________________________

PART II. EXISTING PLAN INFORMATION AND TRANSFER ELECTION

Existing tax qualified or other employer sponsored retirement plan
(401(k), profit sharing, money purchase pension, defined benefit, SIMPLE, SEP or SARSEP)

What type of plan[1] do you currently have? ____________________________________ [*if none, please skip to Part III of this Application*]

If the above plan is a 401(k), profit sharing or money purchase pension plan, would you like to transfer the plan assets to the 401(k) Tech Collective Plan?

[ ] No [*please skip to Part III of this Application*]
NOTE: You are solely responsible for the disposition of the above plan and the plan assets.

[ ] Yes [*please complete the rest of Part II and Part III this Application*]

Current Plan Information

Current Plan Name: ___________________________________	Total # of Employees: ______________________
Plan Original Effective Date: ______________________________	Total # of Active Participants in plan: ____________
Plan Year End: _______________	Current Plan Assets: $ _____________________
Plan Recordkeeper: ___________________________________	Email Address: ___________________________
Contact Name: ______________________________________	Phone: ________________________________
TPA [if not same as recordkeeper]: __________________________	Email Address: ___________________________
Contact Name: ______________________________________	Phone: ________________________________
Plan Custodian/Trustee: _________________________________	Email Address: ___________________________
Contact Name: ______________________________________	Phone: ________________________________

Provision of Plan Documents
Please provide a copy of current plan document, trust document, IRS determination or opinion letter, and summary plan description ("SPD"). We may request additional information or documentation prior to approving the asset transfer.

Statement as to Plan Qualification

Is the plan compliant with ERISA and all tax qualification requirements (in form and in operation)?
[ ] Yes

[ ] No (explain): ____

[1] Depending on the type of plan, the law may not permit you to join the 401(k) Tech Collective PEP mid-year. Even if your existing plan type allows immediate PEP participation, prior contributions to your existing plan during the year may limit the amount of participant elective deferrals or employer contributions which may be made to the PEP during the year you join the PEP. Joining the PEP mid-year may also create testing/compliance complexities for your existing plan.

In connection with the plan asset transfer to the PEP, you (the undersigned employer) agree: (i) that the indemnity you grant in Part III below also applies to any and all tax qualification defects, ERISA violations/breaches and all other problems, known or unknown, related to the form or operation of your plan *prior* to the transfer to the PEP; (ii) upon your discovery or upon notice by the IRS, DOL or PPP to promptly correct and resolve all such problems described in (i) above at your sole expense to the satisfaction of the PPP; (iii) to timely provide the required blackout notice to participants in connection with the transfer; (iv) that in the absence of participant investment direction applied to the PPP available investments, the PPP or its agents will map the transferred assets to similar investments available under the PEP; (v) to timely complete all administration and compliance for your plan's final plan year or partial plan year and report the transfer of plan assets on your plan's final Form 5500 in the year of the transfer; (vi) to timely provide to the PPP or its agents all pre-transfer plan records they request, including, but not limited to those related to required preservation of optional forms of benefit, distribution restrictions, plan loan documents, pending qualified domestic relations orders, and employee census and payroll data; and (viii) to take all actions necessary to ensure the plan asset transfer complies with Code §414(l). You will likely incur certain costs and expenses associated with the transfer which are solely your responsibility.

PART III. FIDUCIARY RESPONSIBILITIES, PEP CONDITIONS AND AGREEMENT TO PARTICIPATE

This part of the Application describes your ERISA fiduciary responsibilities in deciding to join the PEP and your duty to monitor the PEP and HR Benefits Inc d/b/a Portalus as the pooled plan provider ("PPP") and the lead sponsoring employer of the PEP. It also describes what happens if you fail to provide information or to take other action required of a participating employer. Finally, this part describes fees charged by the PPP to you as a participating employer in the PEP or to your participants' accounts in the PEP. These fee disclosures are made in accordance with ERISA Section 408(b)(2).

Attached to this Application as Appendix A is a "Responsibility Matrix" which outlines your PEP responsibilities.

BY SIGNING BELOW, YOU ACKNOWLEDGE AND AGREE TO THESE TERMS AND CONDITIONS.

Your Agreement to Comply
As a participating employer in the PEP, you agree to the terms, conditions, and provisions set forth in the PEP plan document, which includes the basic plan document and adoption agreement, all plan amendments, and your PEP Participation Agreement.

Attached to this Application as Appendix B is a detailed description of the PEP's Definition of Compensation used for Plan Contributions. It is your responsibility to ensure that you use the correct definition of compensation when calculating both employee and employer, if applicable, contributions for your participants.

You further agree to comply with all requirements applicable to individual participating employers in the PEP, including the trust agreement, administrative rules or policies adopted by the PPP, contracts with third party PEP vendors, and applicable law. Among other things, you will need to timely provide employee census data and other information necessary to administer the PEP, maintain its tax qualification under the Internal Revenue Code ("Code"), and comply with the Employee Retirement Income Security Act ("ERISA").

Your Fiduciary Responsibility
By agreeing to become a participating employer in the PEP and by continuing to participate in the PEP, you are engaging in fiduciary conduct which is governed by ERISA.

In signing this Application, you confirm you have determined that the PEP is a prudent and appropriate retirement vehicle for your employees and their beneficiaries, and you are approving the appointment of HR Benefits Inc d/b/a Portalus as the PPP to the PEP. You have an ongoing fiduciary duty to monitor the PEP and the PPP to ensure it fulfills its fiduciary responsibilities to the PEP. In addition, to the extent you elect to have the PPP and other service provider fees and expenses charged to participant accounts in the PEP, you confirm you have determined that the fees and expenses are reasonable in relation to the services provided, are necessary for the PEP administration, and are permitted by ERISA to be paid by the PEP. You have a continuing duty under ERISA to monitor any fees and expenses charged to participant accounts under the PEP to ensure that these requirements continue to be met.

Failure to Provide Timely Information or Take Timely Action
It is essential that you *timely*: (i) provide requested information to the PPP and PEP service providers; and (ii) take all actions requested by the PPP and PEP service providers. If you fail to do so, the PPP may remove you as a participating employer in the PEP, as provided in the PEP's governing documents and applicable law. Removal may cause adverse tax consequences for your employees and will subject you to additional administrative costs as described below.

PPP Management, Duties and Authority
The PPP will manage and administer the PEP. Under ERISA, the PPP is the "plan administrator" and a "named fiduciary" of the PEP. These titles impose numerous legal responsibilities on the PPP, some of which are described in the PEP plan document. The PPP is responsible for ensuring: (i) the PEP complies with ERISA and satisfies all qualification requirements under the Code; and (ii) each participating employer takes such actions necessary to comply with ERISA and satisfy the qualification requirements under the Code.

The duties of the PPP include:

(i) Maintaining the PEP plan document in compliance with the Code;
(ii) Ensuring the PEP service providers maintain accurate PEP data, including up-to-date participant and beneficiary information;
(iii) Ensuring the PEP service providers perform and conduct compliance testing, as applicable;
(iv) Ensuring the PEP service providers process all participant transactions, including investment changes, loans, and distributions;
(v) Ensuring that all persons who handle assets of the PEP are bonded in accordance with ERISA; and
(vi) Ensuring the PEP service providers satisfy Code and ERISA reporting, notice, and disclosure requirements.

The PPP has the sole authority to interpret, administer, amend, and terminate the PEP.

Plan Service Providers and Fees
The PPP has selected service providers to perform marketing, administrative, investing, and compliance related services for the PEP. Except as described in the Fee Elections form, the PPP will pay the charges of these PEP service providers. However, the PPP will provide all participating employers with a copy of the ERISA 408(b)(2) fee disclosures provided by these other service providers.

The PPP will charge the PEP and/or each participating employer certain fees and costs for providing services to the PEP. The PPP will endeavor to maintain a market competitive fee structure. However, the PPP does not warrant that its fees or those of other PEP service providers will be at or below market for such services. The PPP's current charges are described below. The same fee schedule applies to all participating employers.

The PPP reserves the right to adjust its fees, including the method for allocating fees charged to the PEP and to the participating employers, with 60 days' advance notice to all participating employers. Notice will be in writing and may be delivered electronically to the contact person you designate above.

Currently, the PPP fees consist of a graduated fee based on the current value of the Plan assets *your employees have in the PEP, not the total PEP assets* ("asset fee") and a "base fee." These fees and your election as to payment are detailed on the Fee Elections form.

Employer-Selected Advisors
You may engage legal, tax, financial, or other advisors to advise or represent you when joining the PEP as a participating employer or as to your continuing monitoring of the PEP and the PPP. You are solely responsible for paying any such advisors' fees or other charges. Neither the PEP nor the PPP will be responsible for any such fees or charges.

Termination of PEP Participation
The PPP may terminate your PEP participation if you fail to comply with the requirements of a participating employer under the PEP. The PPP will provide written notice of termination in accordance with applicable law. The notice will

describe your non-compliance, and you will have an opportunity to correct your non-compliance. Alternatively, you may elect to establish your own tax-qualified defined contribution plan (“spinoff plan”) and have the PPP transfer the PEP assets attributable to your employees to the spinoff plan.

Examples of non-compliance include the failure to timely provide to the PPP or other PEP service providers information necessary to comply with the Code or ERISA or to administer the PEP and the failure to take timely action required by law or necessary to administer the PEP. This includes the failure to timely transmit participant elective deferrals to the PEP. The PPP has established 5 business days following each pay date as the deadline to transmit elective deferrals to the PEP. The PPP believes this is a reasonable standard, but the Department of Labor may disagree as to a given participating employer and the PPP can offer no assurances in this regard. If the Department of Labor determines that you are required to transmit deferrals faster than 5 business days, you may face penalties for which you will be solely responsible.

Unresolved non-compliance will result in: (i) termination of your PEP participation and cessation of all future contributions to the PEP; (ii) full vesting of your employees’ PEP accounts; (iii) transfer of some or all of your employees’ PEP accounts to IRAs; (iv) possible adverse tax consequences to those responsible for the non-compliance – such as losing the ability to roll over PEP accounts to an IRA or other eligible plan; and (v) an additional PPP charge covering all costs and expenses associated with terminating your participation in the PEP. This charge will vary based on the circumstances but may be as much as $2,500. The PPP will charge the applicable fee to the terminated participating employer and not to the PEP accounts of employees of the terminated employer.

You may elect to cease participation in the PEP by providing at least 30 days’ written notice to the PPP. You will be responsible for all costs related to your withdrawal from the PEP.

If you terminate your participation in the PEP within 3 years after commencing participation in the PEP, you may be charged a deconversion fee of up to $2,700 in addition to the normal withdrawal costs. This charge is payable by the withdrawing employer. After this 3-year participation period, the PPP will not charge a deconversion fee.

If you choose to terminate participation in the PEP, you must first establish a spinoff plan (as described above) into which the PPP will transfer PEP assets attributable to your employees. If you fail to establish a spinoff plan, the PPP will provide notice of non-compliance and terminate your participation in the PEP as described above.

Indemnity

The undersigned employer agrees, to the fullest extent permissible under applicable law, to indemnify, defend, and hold harmless the PEP, the PPP, and all of their owners, employees, and agents, from any and all loss, damages, and liability (including reasonable attorneys’ fees and costs) incurred in connection with the employer’s participation in the PEP, except to the extent the loss, damages, or liability results from the PPP’s negligence. This indemnity survives termination of the employer’s participation in the PEP and the termination of any related agreements. In general, participating employers will pay damages, costs, or expenses under this indemnification proportionately, based on the amount of assets their participants have in the PEP. However, to the extent attributable to the actions or inactions of a specific employer, its employees, or its third-party advisor, the specific employer will be solely responsible for paying these amounts.

The PEP plan document at Section 12.10(B) provides that if, by your action or inaction, you cause damage or loss to the PPP, the PEP, other participating employers, or certain other parties, you agree to indemnify the damaged parties against the loss. You should review this provision carefully.

Governing Law/Venue

Except to the extent superseded by the laws of the United States, this Agreement will be interpreted, governed, and enforced in accordance with the laws of the State of Washington. Venue for any dispute will be limited exclusively to a court of competent jurisdiction located in King County, Washington.

Participating Employer Certification

I have provided the above information as part of the application procedure required by the PPP to enroll in the PEP. I certify that all information provided in this Application is true, correct, and complete and warrant that I am authorized to enter into this Agreement.

Participating Employer: ____
Authorized Representative Signature: _____________________________
Print Name/Title: ___________________________
Date: ______________________________

APPENDIX A
Responsibility Matrix

[attach from NWPS contract]

APPENDIX B
Definition of Compensation Used for Plan Contributions

Adjustments to W-2 Compensation		
	<u>Include</u>	<u>Exclude</u>
401(k) elective deferrals	X	
125 (cafeteria) plan deferrals	X	
Taxable reimbursements, expense allowances, fringe benefits, moving expenses, welfare benefits	X	
Bonus, commissions, overtime	X	
Compensation paid *prior* to Plan entry date	X	
Post-termination compensation*, including: - Regular pay (including bonus, commissions, etc.) - Leave cash-outs (including accrued bona fide sick, vacation, or other leave) - Deferred compensation * Only amounts paid *after* employment termination, but within same plan year or within 2½ months following termination	X	
Severance pay paid after employment termination		X