

WTIA 401(k) MULTIPLE EMPLOYER RETIREMENT PLAN – GROUP MASTER APPLICATION

Company Information		
Legal Name of Business:	Requested Effective Date:	<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Other
dba (if applicable):	Employer Tax ID Number (EIN):	
Type of Business:	NAICS Code:	
Billing Address: (street, city, zip)		
Shipping Address: (if different)		
Primary Decision Maker Name:	Phone:	Email:
Company Payroll/HR Contact Name:	Phone:	Email:

Current 401(k) Plan Information (If applicable)			
Do you have an existing plan? <input type="checkbox"/> Yes <input type="checkbox"/> No	Total # of Employees:		
	Total # of Active Participants in existing plan:		
Current Assets: \$	Plan Adoption Date:	Plan Year-End:	
Current Plan Provisions (e.g., Company match, safe harbor, auto-enrollment, etc.) Provide copy of Summary Plan Document:			
401(k) Recordkeeper:	Relationship Manager:	Phone:	Email:
401(k) TPA:	Contact Name:	Phone:	Email:

Payroll Information			
Payroll Provider:	Contact Name:	Phone:	Email:
Payroll Frequency:	Payable Dates:		

WTIA Membership
<p><i>A membership with WTIA and the Washington Technology Industry Association 401(k) Collective ("Collective") is required to join the WTIA 401(k) Multiple Employer Plan ("MEP"). You will be invoiced separately by the WTIA for your dues amount. Membership must be maintained to continue your participation in the MEP. Membership fees are not used to provide plan benefits and are not considered MEP assets.</i></p> <p>Current Member: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>

Policy Acknowledgement

Terms and provisions of participation

The undersigned employer agrees to the terms, conditions, and provisions set forth in the Collective's bylaws, MEP operating agreement, service contracts, adoption agreement, volume submitter plan, participation agreement, and plan document.

Collective – Lead Sponsor

The WTIA created the WTIA 401(k) Collective, which sponsors and governs the MEP. WTIA is a member of the Collective.

Authority of the 401(k) Collective

The Collective is governed by a Board of Directors elected from the member employers. The undersigned employer acknowledges and agrees that Collective Board of Directors shall have the rights and powers described herein and as set forth in the Collective Bylaws.

Service Providers

The undersigned employer acknowledges and agrees that the Collective may select one or more service providers to perform sales, marketing, administrative, and compliance related services for the MEP, and that such service providers may be one or more of the MEP participating employers. The undersigned employer authorizes the Collective to collect and pay fees to the service providers and their affiliates.

Employer-selected (“third party”) Advisors

The undersigned employer may hire a third-party advisor to represent them when joining the MEP. Any arrangement and related compensation between the undersigned employer and third-party advisor are the sole responsibilities of the participating employer. The MEP will not receive or pay fees for a participating employer's third-party advisor.

Employer MEP responsibilities

The undersigned employer acknowledges and agrees to comply with all requirements under the MEP, ERISA, the Tax Code and will fulfill its responsibilities as outlined in the Responsibility Matrix, which includes establishing, documenting, and maintaining internal controls. The undersigned employer also agrees and acknowledges that the Collective reserves the right, in its sole authority, to remove participating employers from the MEP and the Collective for failure to remit participant contributions in a timely fashion or if the participating employer fails to maintain its responsibilities under the MEP or comply with requirements under ERISA, the Internal Revenue Code or other applicable law.

Termination

Participation in the MEP may be terminated by the undersigned employer by providing thirty (30) days written notice to the Collective. Please note that you may not terminate your specific plan within the MEP as it is treated as a single plan for ERISA purposes. If you terminate your participation within three (3) years of entering the MEP, you may be charged a deconversion fee of up to \$2,700. If you choose to dissolve your plan, you must first create a new “spin-off” plan elsewhere, transfer your plan's assets to the new, separate plan, and then dissolve the new plan. If you fail to create, or fail to take steps to create, a new “spin-off” within the 30-day notice period, then by signing this Agreement you agree that the Collective may create the “spin-off” plan and charge the set-up fees against you, or if you fail to pay, the Collective may deduct the fees from your participants' assets. You may wish to seek outside counsel on your available options. You will be responsible for all administrative costs and duties related to dissolving your plan. You will also be responsible for filing all required regulatory documents for your “spin-off” plan. The Collective may choose to terminate your participation in the MEP if your actions indicate a lack of commitment to compliance. If the Collective chooses to terminate your participation, you must take the same actions as if you had terminated your participation.

Indemnity

The undersigned employer agrees to indemnify and hold harmless the MEP Trustees, the Collective and the WTIA (each an “Indemnified Party” and collectively, the “Indemnified Parties”) from any and all loss, damages or liability incurred in the course and scope of their respective duties, except those resulting from an Indemnified Party's gross negligence, willful misconduct or dishonesty. In the event any Indemnified Party is named a party to any legal proceeding of any kind or nature arising out of their respective duties hereunder, directly or indirectly, the undersigned participating employer agrees to indemnify and hold them harmless from any and all liability and expenses (including reasonable attorneys' fees) resulting therefrom. Any damages, expenses or losses paid or incurred by reason of this indemnification shall be borne equally by all participating employers, unless it shall be determined that the damages, expenses or losses incurred resulted directly from the actions or inactions of a specific employer, its employees, or third-party advisor. In such event, that specific employer shall be primarily responsible for payment, with other participating employers being responsible only in the event that the specific employer is unable by reason of financial insolvency to respond.

Governing Law

This Agreement shall be construed and enforced in accordance with ERISA, the Internal Revenue Code and, to the extent not preempted by applicable federal law, the laws of the State of Washington. Venue for any dispute shall be limited exclusively to a court of competent jurisdiction located in King County, Washington.

Anti-Fraud Statement

I have provided these answers as part of the application procedure required by the Collective to enroll in the MEP and I agree that all information completed on this application is true, correct, and complete.

Employer Signature Section

Signature & Title of Employer Representative

Date

Third-Party Financial Advisor

A participating employer may contract separately with a third-party financial advisor. If you currently have a third-party advisor, please provide his/her contact information below:

Name of Advisor: _____

Name of Advisor's Agency: _____

Street Address: _____

City, State, Zip Code: _____

Phone Number: Fax Number: _____

E-Mail Address: _____