



Adoption Agreement

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Use this Adoption Agreement to adopt or amend your SIMPLE IRA Plan. The Fidelity Advisor SIMPLE IRA Plan Agreement and any elections you make in this Adoption Agreement shall constitute your SIMPLE IRA Plan.

To establish your SIMPLE IRA Plan, complete this Adoption Agreement and the enclosed Company Profile form and return them to your Investment Professional. Your Investment Professional will return these documents to Fidelity.

Complete all sections.

You and each of your eligible Employees must establish a SIMPLE IRA to accept SIMPLE contributions under this Plan.

Contact your Investment Professional for help completing this Adoption Agreement.

In the event a section that indicates an elective feature of the Plan is left blank and you elect "adopts" in Section 6, the default provision for your Plan will be the provision that appears in the box of each section, unless otherwise stated. In the event a section that indicates an elective feature of the Plan is left blank and you elect "amends" in Section 6, the default provision for your Plan will be the provision that appears on the most recent Adoption Agreement on file with the Custodian.

Type on screen or fill in using CAPITAL letters and black ink.

1. Employer Information

Employer Name <i>i.e., Company Name</i>		TIN	
Street Address		Suite	
City	State	Zip/Postal Code	
Contact Person Name <i>First, M.I., Last</i>		Daytime Phone	
Plan Effective Date <i>MM DD YYYY</i>	Date Business Established <i>MM DD YYYY</i>		

Note: Plan Notice must be provided to each Eligible Employee on or before the Plan Effective Date.

If this is the first year for which you are adopting any SIMPLE plan, you may insert any date between January 1 and October 1, inclusive. For new businesses established after October 1 of the year the SIMPLE plan is adopted, this requirement does not apply if the Employer adopts the SIMPLE plan as soon as administratively feasible after the business is established. If the Employer (or any predecessor Employer) previously terminated a SIMPLE plan and is adopting a new SIMPLE plan, the Plan Effective Date must be January 1 of the applicable year.

2. Eligibility Requirements

Note: Although union employees and nonresident alien employees are to be counted for purposes of the 100-Employee Limit, such employees are excluded from participation in the SIMPLE IRA Plan.

All Employees will immediately be able to participate under your Plan unless you limit eligibility by completing both section (i) and (ii) in Item B below.

The Employer shall permit all Employees who meet the following eligibility requirements to participate under the SIMPLE IRA Plan:

- ☐ **A. Full Eligibility.** All Employees are eligible to participate in the Plan upon the later of the Plan's Effective Date or the Employee's date of hire.
- OR**
- ☐ **B. Limited Eligibility.** Eligibility is limited to Employees who are described in both (i) and (ii) below:
NOTE: If this Section 2(B) is elected and you do not complete Items 2(B)(i) and/or 2(B)(ii) below, the default will be \$5,000 in compensation for two prior calendar years and the current year.
- (i) **Current Compensation.** Employees who are reasonably expected to receive at least \$_____ in Compensation (not to exceed \$5,000) for the calendar year;
- AND**
- (ii) **Prior Compensation.** Employees who have received at least \$_____ in Compensation (not to exceed \$5,000) during any _____ (insert "0," "1," or "2") prior calendar years (may not be required to be consecutive).

3. Employee Elective Deferrals

Complete both Sections A and B below to indicate the restrictions concerning changes to Salary Reduction Agreements.

By executing a Salary Reduction Agreement with the Employer, an Eligible Employee may elect to defer a percentage or a specific dollar amount of his/her Compensation, which will result in the deferral of no more than the Applicable Limit per Plan Year. An Employee may terminate a Salary Reduction Agreement at any time during the year. An Employer can elect (by indicating in Section A below) when such salary reduction contributions can resume and (in Section B below) when modifications to a Salary Reduction Agreement can occur.

A. Employees who terminate a Salary Reduction Agreement during the year:

Check one.

- ☐ Can resume Elective Deferrals the first day of the next month.
- ☐ Can resume Elective Deferrals the first day of the next quarter.
- ☐ Cannot resume Elective Deferrals until the next Plan Year.

B. Modifications to a Salary Reduction Agreement can occur:

Check one.

- ☐ Monthly, on the first day of the next month.
- ☐ Quarterly, on the first day of the next quarter.
- ☐ Only during the Election Period.

4. Employer Matching and Nonelective Contributions

All Employers MUST designate how the required Employer Matching Contributions or Nonelective Contributions to the Plan will be made by completing either Section A or B below.

Unless a lesser percentage is indicated in A below, you will be required to make Matching Contributions on a dollar-for-dollar basis of 3% of an Employee's Compensation not to exceed the Applicable Limit.*

- ☐ **A. Employer Matching Contributions.** For each Plan Year, and subject to the terms of Section 5.3 of the Plan, the Employer shall match the Employee's Elective Deferrals on a dollar-for-dollar basis (not to exceed the lesser of 3% of the Employee's Compensation or the Applicable Limit), unless a lesser percentage is inserted here that is equal to or greater than 1%, but no more than 3%, of the Employee's Compensation, or the Applicable Limit:

Percentage
%

Note: With respect to Matching Contributions, if the Employer elects to reduce the 3% Matching Contributions limit in Item 4A above to a lesser percentage, then the Employer cannot reduce the 3% limit for more than two years out of the five-year period ending with the Plan Year the reduction is effective.

OR

- ☐ **B. Nonelective Contributions.** In lieu of Employer Matching Contributions, the Employer shall make a contribution of 2% of Compensation (Compensation not to exceed the limits described in Section 401(a)(17) of the Code, as adjusted by the Secretary of the Treasury for increases in the cost of living in accordance with Section 401(a)(17) of the Code, or \$330,000 for 2023) for each Eligible Employee, regardless of whether the Eligible Employee elects to make Elective Deferrals to the Plan.

* Please refer to Section 2.2 of the Plan Agreement for the definition of "Applicable Limit."

5. Selection of a Designated Financial Institution

Complete this section only if you wish to select Fidelity Management Trust Company ("FMTC") as the Designated Financial Institution ("DFI") for your Plan. All Employees will be required to establish a SIMPLE IRA with Fidelity Investments Institutional Operations Company LLC ("FIIOC"), as agent for FMTC, to receive contributions made to this Plan. If left blank, your Employees will be permitted to establish their SIMPLE IRA wherever they choose.

Indicate if FMTC is selected as the DFI of your SIMPLE IRA Plan.

- ☐ **Yes,** I wish to select FMTC as DFI. Eligible Employees will be required to open a Fidelity Advisor SIMPLE IRA.
- ☐ **No,** I do not wish to select FMTC as DFI. Eligible Employees will be permitted to open a SIMPLE IRA at any financial institution.

If Yes is selected, Employee Enrollment Kits will include information regarding an Employee's right to transfer their SIMPLE IRA contributions to a SIMPLE IRA at another financial institution without "cost or penalty."

6. Employer Signature

By signing below, the Employer named below hereby:

Check one. ☐ Adopts

OR

☐ Amends

Effective Date MM DD YYYY			

the SIMPLE IRA Plan under Section 408(p) of the Internal Revenue Code, the terms of which shall be governed by the Fidelity Advisor SIMPLE IRA Plan Agreement and this Adoption Agreement. To the extent an optional provision is not selected on the Adoption Agreement, the Employer understands that the default option will be the provision, if any, indicated as such in that section. The Employer appoints Fidelity Management Trust Company ("FMTC") (or its successor) as Custodian of this Plan and recognizes that, while such Custodian is a bank, neither Fidelity Distributors Company LLC nor any mutual fund in which this SIMPLE IRA Plan may invest its assets is a bank, and mutual fund shares are not backed or guaranteed by any bank or insured by the Federal Deposit Insurance Corporation ("FDIC"). The Employer hereby authorizes FMTC (or its agents or successors) to accept direction with respect to this Plan from the contact person authorized in Section 1 and the Investment Professional indicated in Section 7 which follows.

Note: Amendments that affect your Plan's features as reflected in your Summary Description must be effective January 1 of the following calendar year. Notwithstanding the preceding sentence, the Custodian of your SIMPLE Plan may resign or be removed at any time during the calendar year. If left blank, the amendment effective date will be January 1 of the following calendar year.

Keep a copy of this form
and the Company Profile
form for your records.

Employer Name <i>i.e., Company Name</i>	
Print Name of Person Authorized to Sign on Behalf of Company <i>First, M.I., Last</i>	
Authorized Person Signature	Date <i>MM - DD - YYYY</i>
SIGN ▶	▶

Fidelity Management & Research Company, the sponsor of this Prototype Plan, will inform you of all amendments made to this Plan, or if it ever discontinues or abandons this plan. You may contact Fidelity Management & Research Company with respect to this Plan at:

Fidelity Management & Research Company
Attention: Fidelity Advisor SIMPLE IRA Plan
82 Devonshire Street, Boston, Massachusetts 02109
800-684-5254

7. Investment Professional Information and Signature

Keep a copy of this form
and the Company Profile
form for your records.

Have your Investment Professional complete this section and obtain an authorized firm signature below, if applicable. (SIMPLE IRA materials will be sent to the address provided below.)

Firm Name		Phone	
Representative Name <i>First, M.I., Last</i>		Representative Number	
Branch Number			
Branch Address			Suite
City	State	Zip/Postal Code	

continued on next page

7. Investment Professional Information and Signature *continued*

Keep a copy of this form
and the Company Profile
form for your records.

The above firm hereby accepts its appointment as agent for the SIMPLE IRA Plan designated above to execute investment directions on behalf of the Employer and for such other purposes as more fully described in the Fidelity Advisor SIMPLE IRA Plan Agreement.

SIGN ▶	Authorized Firm Signature	Date MM - DD - YYYY
Title		
Email		

The Fidelity Advisor SIMPLE IRA Plan Agreement and Adoption Agreement have been approved as to form as a prototype plan by the Internal Revenue Service. Amendments or revisions may be required in order to comply with future changes in the law.

Did you sign the form, and attach any necessary documents? Send the form and any necessary documents to Fidelity.

UPLOAD THROUGH WEB

Log into Accounts.*Fidelity.com*

Instructions for Shareholders:

1. Under "Manage Accounts, Other Services," go to the "Upload Documents" link.
2. Follow instructions on the web portal and click "UPLOAD DOCUMENTS."

Instructions for Financial Representatives:

1. Under "Quick Links" on the landing page, go to the "Upload Documents" link.
2. Follow instructions on the web portal and click "UPLOAD DOCUMENTS."

FAX

888-321-7349

MAIL

**Fidelity Investments Institutional
Operations Company LLC (FIIOC)**

Regular: P.O. Box 770002,
Cincinnati, OH 45277-0082

Overnight: 100 Crosby Parkway, KC1G,
Covington, KY 41015

IMPORTANT: If an original signature guarantee or notary is required, this form must be mailed.

Questions? For help completing this form, call 800-522-7297 (Financial Representatives) or 877-208-0098 (Shareholders), or visit *accounts.fidelity.com*.

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Fidelity Investments Institutional Operations Company LLC
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