

PLEASE NOTE: A completed copy of this Summary Description must be distributed to all eligible Employees annually.

1 PLAN INFORMATION

Name and Address of Employer:

Name of Business: People In Need Inc. of Delaware County Ohio

Address (Street Address or PO Box Number): 138 Johnson Drive

City, State, ZIP Code: Delaware, Ohio 43015

Name and Address of Custodian:

Name of Trustee: TD Ameritrade Clearing, Inc.

Address: PO Box 2760

City, State, ZIP Code: Omaha, NE 68103-2760

2 ELIGIBILITY REQUIREMENTS

The Employer shall permit all Employees who meet the following eligibility requirements to participate under the TD Ameritrade, Inc. SIMPLE IRA Plan (complete only one choice):

A. ☒ **Full Eligibility**

All Employees of the Employer shall be eligible to participate in the Plan upon the later of the Plan's effective date, or the Employee's date of hire.

B. ☐ **Limited Eligibility**

Eligibility is limited to employees who are described in both (i) and (ii) below:

(i) **Current compensation.** Employees who are reasonably expected to receive at least \$_____ in compensation (not to exceed \$5,000) for the calendar year.

(ii) **Prior compensation.** Employees who have received at least \$_____ in compensation (not to exceed \$5,000) during any _____ calendar year(s) (insert 0, 1, or 2) preceding the calendar year.

Excludable Employees (if applicable)

☐ Employees included in a unit of employees covered under a collective bargaining agreement under the Plan.

☐ Nonresident alien employees who did not receive U.S. source income under the Plan.

Note: nonresident aliens with no US source income MUST be excluded if you used IRS Model 5305-SIMPLE or IRS Model 5304-SIMPLE to establish your plan.

3 EMPLOYER CONTRIBUTIONS

The Employer has agreed to provide contributions for the Plan Year as follows (complete only one choice):

☐ **Matching Contributions**

a. ☐ The Employer will match the Employee's Elective Deferral on a dollar-for-dollar basis (not to exceed the lesser of 3% of the Employee's Compensation).

OR

b. ☐ The Employer will match the Employee's Elective Deferral on a dollar-to-dollar basis up to _____% (insert an amount less than 3% and greater than or equal to 1%) of the Employee's Compensation.

OR

☒ **Nonelective Contributions**

The Employer will make a contribution of 2% of Compensation for each eligible Employee, regardless of whether the eligible Employee elects to make Elective Deferrals to the Plan.

4 ADDITIONAL INFORMATION

The Employer has designated the following individual to provide additional information to participants about the Employer's SIMPLE IRA Plan:

Name: Kathy Hoff

Title: Executive Director

Phone Number: (740) 363-6284

Mailing Address:
TD Ameritrade Institutional
PO BOX 650567
Dallas, TX 75265-0567

TDAI 990 REV. 03/21

Investment Products: Not FDIC Insured * No Bank Guarantee * May Lose Value

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General Disclosure Information

The following information explains what a Savings Incentive Match Plan for Employees ("SIMPLE") is, how contributions are made, and how to treat these contributions for tax purposes. For more specific information, refer to the SIMPLE Retirement Plan document itself, the completed Adoption Agreement and the accompanying "Employer Disclosure."

For a calendar year, you may make or modify a salary reduction election during the 60-day period immediately preceding January 1 of that year. However, for the year in which you first become eligible to make salary reduction contributions, the period during which you may make or modify the election is a 60-day period that includes either the date you become eligible or the day before. If indicated on the Adoption Agreement, you may have additional opportunities during a calendar year to make or modify your salary reduction election.

I. SIMPLE Retirement Plan and SIMPLE IRA Defined

A SIMPLE Retirement Plan is a retirement income arrangement established by your employer. Under this SIMPLE Plan, you may choose to defer compensation to your own Individual Retirement Account or Annuity ("IRA"). You may base these "elective deferrals" on a salary reduction basis that, at your election, may be contributed to an IRA or received in cash. This type of plan is available only to an employer with 100 or fewer employees who earned at least \$5,000 during the prior calendar year.

A SIMPLE IRA is a separate IRA plan that you establish with an eligible financial institution for the purpose of receiving contributions under this SIMPLE Retirement Plan. Your employer must provide you with a copy of the SIMPLE agreement containing eligibility requirements and a description of the basis upon which contributions may be made. All amounts contributed to your IRA belong to you, even after you quit working for your employer.

II. Elective Deferrals - Not Required

You are not required to make elective deferrals under this SIMPLE Retirement Plan. However, if the Employer is matching your elective deferrals, no Employer Contribution will be made on your behalf unless you elect to defer under the plan.

III. Elective Deferrals - Annual Limitation

The maximum amount that you may defer under this SIMPLE Plan for any calendar year is limited to the lesser of the percentage of your compensation indicated in the Deferral Form or \$13,000 for 2019, subject to cost-of-living increases. If you work for other employers (unrelated to this Employer) who also maintain a salary deferral plan, there is an overall limit on the maximum amount that you may defer in each calendar year to all elective SEPs, cash or deferred arrangements under section 401(k) of the Code, other SIMPLE plans and 403(b) plans regardless of how many employers you may have worked for during the year. This limitation is referred to as the Section 402(g) limit. The Section 402(g) limit on elective deferrals is currently \$19,000 for 2019 and is indexed according to the cost of living. Catch-up contributions are allowed for eligible participants.

IV. Elective Deferrals - Tax Treatment

The amount that you may elect to contribute to your SIMPLE IRA is excludable from gross income, subject to the limitations discussed above, and is not includable as taxable wages on Form W-2. However, these amounts are subject to FICA taxes.

V. Elective Deferrals - Excess Amounts Contributed

When "excess elective deferrals" are made, you are responsible for calculating whether you have exceeded these limits in the calendar year. Excess elective deferrals are calculated on the basis of the calendar year. Please refer to IRS Publication 560 for current year contribution limits.

VI. Excess Elective Deferrals - How to Avoid Adverse Tax Consequences

Excess elective deferrals are includable in your gross income in the calendar year of deferral. Income on the excess elective deferrals is includable in your income in the year of withdrawal from the IRA. You should withdraw excess elective deferrals and any allocable income, from your SIMPLE IRA by April 15 following the year to which the deferrals relate. These amounts may not be transferred or rolled over tax-free to another SIMPLE IRA. If you fail to withdraw excess elective deferrals, and any allocable income, by the following April 15th, the excess elective deferrals will be subject to the IRA contribution limitations of sections 219 and 408 of the Code and thus may be considered an excess contribution to your IRA. Such excess deferrals may be subject to a six percent excise tax for each year they remain in your SIMPLE IRA. Income on excess elective deferrals is includable in your gross income in the year you withdraw it from your IRA and must be withdrawn by April 15 following the calendar year to which the deferrals relate. Income withdrawn from the IRA after that date may be subject to a 10% tax (or 25% if withdrawn within the first two years of participation) on early distributions.

VII. Income Allocable To Excess Amounts

The rules for determining and allocating income attributable to excess elective deferrals and other excess SIMPLE contributions are the same as those governing regular IRA excess contributions. The trustee or custodian of your SIMPLE IRA will inform you of the income allocable to such excess amounts.

VIII. Availability of Regular IRA Contribution Deduction

In addition to any SIMPLE contribution, you may also make a separate contribution to a regular IRA. However, the amount that you may deduct is subject to various limitations since you will be considered an "active participant" in an employer-sponsored plan. See Pub. 590-A "Contributions to Individual Retirement Arrangements (IRAs)," for more specific information.

IX. SIMPLE IRA Amounts - Rollover or Transfer to Another IRA

You may not roll over or transfer from your SIMPLE IRA any SIMPLE contributions (or income on these contributions) made during the plan year to another IRA (other than a SIMPLE IRA) until the two years following the date you first participated in the SIMPLE plan. Also, any distribution made before this time will be includable in your gross income and may also be subject to a 25% percent additional income tax for early withdrawal. You may, however, remove excess elective deferrals and income allocable to such excess amounts from your SIMPLE IRA before this time, but you may not roll over or transfer these amounts to another IRA.

If the Adoption Agreement indicates that all initial SIMPLE contributions will be made to a single designated Trustee, you may transfer your SIMPLE IRA without cost or penalty to another SIMPLE IRA (if within the two-year period) or thereafter to any other IRA.

After the restriction described above no longer applies, you may withdraw, or receive, funds from your SIMPLE IRA, and no more than 60 days later, place such funds in another IRA or SIMPLE IRA. This is called a "rollover" and may not be done without penalty more frequently than at one-year intervals. However, there are no restrictions on the number of times that you may make "transfers" if you arrange to have such funds transferred between the trustees so that you never have possession of the funds. You may not, however, roll over or transfer excess elective deferrals, and income allocable to such excess amounts from your SIMPLE IRA to another IRA. These excess amounts may be reduced only by a distribution to you.

Important Note: Rollovers are now permitted from qualified plans and IRAs to a SIMPLE IRA, provided you met the two-year period mentioned previously.

X. Filing Requirements

You do not need to file any additional forms with the IRS because of your participation in your employer's SIMPLE Plan.

XI. Employer to Provide Information on SIMPLE IRAs and the SIMPLE Agreement

Your employer must provide you with a copy of the executed SIMPLE agreement, this Summary Description, the form you should use to elect to defer amounts to the SIMPLE, and a statement for each taxable year showing any contribution to your SIMPLE IRA.

XII. Financial Institution Where IRA is Established to Provide Information

The financial institution must provide you with a disclosure statement that contains the following items of information in plain nontechnical language.

1. The statutory requirements that relate to the IRA;
2. The tax consequences that follow the exercise of various options and what those options are;
3. Participation eligibility rules and rules on the deductibility and nondeductibility of retirement savings;
4. The circumstances and procedures under which you may revoke the IRA, including the name, address, and telephone number of the person designated to receive notice of revocation (this explanation must be prominently displayed at the beginning of the disclosure statement);
5. Explanations of when penalties may be assessed against you because of specified prohibited or penalized activities concerning the IRA; and
6. Financial disclosure information which:
 - a) Either projects value, growth, rates of the IRA under various contribution and retirement schedules, or describes the method of computing and allocating annual earnings and charges which may be assessed;
 - b) Describes whether, and for what period, the growth projections for the plan are guaranteed or a statement of earnings rate and terms on which these projections are based, and;
 - c) States the sales commission to be charged in each year expressed as a percentage of \$1,000.

See Pub. 590-A "Contributions to Individual Retirement Arrangements (IRAs)," which is available at most IRS offices, for a more complete explanation of the disclosure requirements.

In addition to the disclosure statement, the financial institution is required to provide you with a financial statement each year. It may be necessary to retain and refer to statements for more than one year in order to evaluate the investment performance of your IRA and in order that you will know how to report IRA distributions for tax purposes.