

# TAXBIT 401(K) PLAN PLAN HIGHLIGHTS

**IMPORTANT:** This is a summary of the plan features. For full details, please refer to the Summary Plan Description.

Eligibility					
Excluded Employees:	You are excluded from the Plan if you are a member of any of the following classes of employees:				
	<ul> <li>Employees covered by a collective bargaining agreement, for purposes of Elective Deferral Contributions, Employer Matching Contributions and Non-Elective Contributions.</li> </ul>				
	<ul> <li>Any leased employee, for purposes of Elective Deferral Contributions, Employer Matching Contributions and Non-Elective Contributions.</li> </ul>				
	<ul> <li>Non-resident aliens, for purposes of Elective Deferral Contributions, Employer Matching Contributions and Non-Elective Contributions.</li> </ul>				
Elective Deferral	You must meet the following criteria to become eligible to participate in the Plan:				
Contributions, Employer Matching Contributions and	Attain age 18				
Non-Elective Contributions:	Complete 3 month(s) of service.				
Elective Deferral	You will enter the Plan on the first day of the calendar month coincident with or next				
Contributions,					
Employer Matching Contributions and	circumstances, you may be automatically enrolled in the Plan. A notice will be provided with				
Non-Elective	details prior to the beginning of each plan year.				
Contributions:					
	Contributions				
Elective Deferral:	You may elect to defer up to 92% of your Plan Compensation on a pre-tax basis. You may also elect to make Roth contributions to the Plan on an after-tax basis. You may elect to change your elections to contribute to the Plan as of each pay period. Federal law also limits the amount you may elect to defer under the Plan (\$20,500 in 2022). However, if you are age 50 or over, you may defer an additional amount up to \$6,500 (in 2022). These dollar limits are indexed; therefore, they may increase each year for cost-of-living adjustments.				
Employer Matching Contributions:	The Employer may, in its sole discretion, make an Employer Matching Contribution on your behalf in an amount determined by the Employer. You must complete at least 1,000 hours of service during the Applicable Period and be employed by the Employer on the last day of the Applicable Period in order to receive an Employer Matching Contribution. For purposes of this section, the Applicable Period for determining satisfaction of service requirements for an allocation of Employer Matching Contributions will be each Plan Year.				
Non-Elective Contributions:	The Employer may, in its sole discretion, make a Non-Elective Contribution on your behalf in an amount determined by the Employer. Such contribution, if made, will be allocated in an amount designated by the Employer to be allocated to similarly situated eligible Participants. You must complete at least 1,000 hours of service during the Applicable Period and be employed by the Employer on the last day of the Applicable Period in order to receive a Non-Elective Contribution. For purposes of this section, the Applicable Period for determining satisfaction of service requirements for an allocation of Non-Elective Contributions will be each Plan Year.				

# Rollovers: The Plan may accept a Rollover Contribution made on behalf of any Employee not excluded from the Plan, regardless of whether such Employee has met the age and service requirements of the Plan. If you have money in a non-Roth account you may rollover/transfer the account balance to a Roth (after-tax) account under this plan. Vestina **Fully Vested Accounts:** You will have a fully vested and nonforfeitable interest in your Elective Deferral Account. Rollover Contribution Account and Qualified Non-Elective Contribution Account. Your interest in your Employer Matching Contribution Account and Non-Elective Contribution **Employer Matching Contribution Account** Account will vest based on your Years of Vesting Service according to a 2-6 year graded and Non-Elective vesting schedule (20% per year starting with two years of vesting service). **Contribution Account: Investing Plan Contributions** Investments: You may direct the investment of all of your Accounts in one or more of the available Investment Funds. The Plan Administrator may also permit the Trustee to establish self-directed brokerage accounts on your behalf. Your elections will be subject to such rules and limitations as the Plan Administrator may prescribe. The Plan Administrator may restrict investment transfers to the extent required to comply with applicable law. The Plan is intended to constitute a plan described in section 404(c) of ERISA. This means that Plan fiduciaries may be relieved of liability for any of your losses that are the result of your investment elections. **Distributions and Loans** Distributions from the You may receive a distribution from your account under the following circumstances: plan: Immediately after your employment terminates Normal Retirement Age (even if you are still working) Hardship (limited accounts) After age 59-1/2 From the Rollover Contribution Account at any time Death Disability The minimum loan amount is \$1,000 and the maximum number of loans outstanding is 2. Loans: Please see your Loan Procedures for additional details on taking a loan from the Plan. Contact Information Plan Administrator: TaxBit. INC Plan Sponsor Contact Information: Address: 66 E Wadsworth Park Dr. #200, Draper, UT 84020 Phone number: 219-201-8402 Employer Identification Number: 83-3266436 Plan Administrator Contact Information:

Address: 665 3rd Street Suite 400, San Francisco, CA 94107

Phone number: 844-401-2253

Note: These plan highlights are intended to be a very concise overview of plan features. For a detailed

description of plan features, please review the Summary Plan Description or contact the Plan Administrator for more information. The plan features described in these plan highlights are subject to change and in the event of a discrepancy between the legal plan document and these highlights (or any other summary of plan features), the plan document shall control.

#### **TAXBIT 401(K) PLAN**

#### ANNUAL NOTICE

#### **INTRODUCTION**

This Notice contains information related to the TaxBit 401(k) Plan (the "Plan") for the plan year beginning on 01/01/2022. The plan year is each 12-month period ending on 12/31.

The automatic enrollment and qualified default investment alternative (QDIA) features apply to the Plan. This Notice gives you important information about these Plan features and how they will affect you. For further information about the Plan, please see your copy of the Plan's Summary Plan Description (SPD). If you need a copy of the SPD, would like a copy of other Plan documents, or if you have any further questions on the information contained in this Notice, please contact the Plan Administrator at:

TaxBit, Inc.

Address: 665 3rd Street Suite 400, San Francisco, CA 94107

Phone number: 844-401-2253 Email: help@forusall.com

#### **AUTOMATIC ENROLLMENT**

The eligible automatic contribution arrangement (EACA) provisions apply to the Plan. This type of automatic enrollment allows the Plan Administrator to enroll certain employees in the Plan who have not previously elected to participate in the Plan.

### Do the Plan's automatic enrollment features apply to me if I have already made a deferral election?

The automatic enrollment feature won't change your contribution level if you already completed a deferral election and your contribution level is equal to or greater than the automatic enrollment amount specified below. If your election is less than the automatic enrollment amount, you must make a new election or you will be deemed to have elected the amount specified below.

#### What happens if I do not make a deferral election by Fifteen days after the enrollment date?

If you are eligible to make elective deferrals and you do not make a deferral election by Fifteen days after the enrollment date, the Plan Administrator will begin deducting automatic deferrals from each of your paychecks and will submit those amounts to the Plan (automatic deferrals) on your behalf. An automatic deferral amount of 6% of your compensation will be withheld from each of your paychecks. The automatic deferral amount will be contributed as a pre-tax elective deferral to the Plan.

If you do not wish to have automatic deferrals withheld from each of your paychecks or if you want to change the amount withheld, you must make a deferral election. If automatic deferrals have already started, you may make a deferral election to change the amount being withheld or to stop the deferrals entirely.

#### Will the amount of the automatic deferrals increase?

Yes, if you do not make a deferral election the initial automatic deferral amount of 6% will increase by 1% on the first day of the second plan year following the plan year during which the initial automatic deferral became effective.

Subsequent deferral increases will occur on the first day of each plan year until reaching the maximum automatic deferral amount of 15%.

#### If automatic deferrals are withheld from my paycheck can I take that money out of the Plan right away?

Yes, you may request that your automatic deferrals and any earnings on those deferrals be distributed to you as long as you make the request in writing within 90 days of when the automatic deferrals were first withheld from your paycheck. Any matching contributions associated with the automatic deferrals that you take from the Plan by the deadline will be forfeited. After that deadline has passed you will only be able to take the automatic deferrals out of the Plan when elective deferrals can be distributed.

#### **ELECTIVE DEFERRALS**

Your elective deferrals are amounts that you choose to (or are assumed to have chosen to) have withheld from your paycheck and contributed to the Plan in your name. Please see the section of your SPD titled "Eligibility" to determine if you are eligible to make elective deferrals and "Compensation" for the definition of compensation you may defer into the Plan.

#### How do I make or change my deferral election?

You may make or change your deferral election by going to the following web site: www.forusall.com/login

#### Once I make a deferral election, how often can I change, stop, or re-start the election?

You may change or re-start your deferral election once each pay period. You may stop your deferrals at any time.

#### If I make a deferral election is the amount withheld from my paychecks taxed?

You will have the option to decide if the amount you elect to defer into the Plan is taxed or not. If you choose to have your elective deferrals go into the Plan as pre-tax elective deferrals, you will not be taxed until you take the money out of the Plan. If you choose to have your elective deferrals go into the Plan as Roth elective deferrals, you will be taxed on that money when it is taken out of your paycheck, but it will not be taxed again when you take it out of the Plan. The earnings on those Roth elective deferrals may be taken out tax-free if certain conditions are met. Please see the SPD for more information on Roth elective deferrals.

#### Are there any limits to how much I can defer into the Plan?

Your elective deferrals are subject to the following limits:

- The maximum amount you can defer is 92% of your compensation.
- Your total amount of deferrals cannot be more than \$20,500 (for 2022).
- If you are age 50 or over, you may defer an additional amount, called a "catch-up contribution," of up to \$6,500 (for 2022).
- Your deferral amount is also subject to the following limitation: Deferral deductions will be made from off cycle or multiple pay periods.

The Plan Administrator may establish additional rules you will need to follow when making your deferral election. Your deferral election is only effective for compensation you have not received yet. The Plan Administrator may also reduce or totally suspend your election if they determine that your election may cause the Plan to fail to satisfy any of the requirements of the Internal Revenue Code.

#### **PLAN INVESTMENTS**

#### Can I direct how my account balances will be invested?

Yes, you can direct how your entire account balance will be invested from among the different investments offered under the Plan.

You may make or change your investment elections by going to the following web site: www.forusall.com/login

# How often can I change my investment election?

Subject to any additional restrictions placed on investment timing by the actual investment, you may change your investment elections daily.

#### How will my account balances be invested if I do not make an investment election?

The Plan's default investments are intended to meet the requirements to be a qualified default investment alternative (QDIA).

#### Default Investment Information

100% into the Age Appropriate Vanguard Target Retirement Fund - For Birth dates

from 1/1/1930 to 12/31/1952 Vanguard Target Retirement Income VTINX

from 1/1/1953 to 12/31/1957 Vanguard Target Date Funds 2020 VTWNX

from 1/1/1958 to 12/31/1962 Vanguard Target Date Funds 2025 VTTVX

from 1/1/1963 to 12/31/1967 Vanguard Target Date Funds 2030 VTHRX

from 1/1/1968 to 12/31/1972 Vanguard Target Date Funds 2035 VTTHX

from 1/1/1973 to 12/31/1977 Vanguard Target Date Funds 2040 VFORX

from 1/1/1978 to 12/31/1982 Vanguard Target Date Funds 2045 VTIVX

from 1/1/1983 to 12/31/1987 Vanguard Target Date Funds 2050 VFIFX

from 1/1/1988 to 12/31/1992 Vanguard Target Date Funds 2055 VFFVX

from 1/1/1993 to 12/31/1997 Vanguard Target Date Funds 2060 VTTSX

from 1/1/1998 to present Vanguard Target Date Funds 2065 VLXVX.

For more information on this fund, including its investment objectives, risk and return characteristics, and fees and expenses, please refer to the participant website - 401k.LTRetire.com - Performance/Investment Information Tab

#### Right to Self-Direct

For more information on fund investment objectives, risk and return characteristics, and fees and expenses, please refer to the Participant Website - www.forusall.com/login

#### Additional Information

the Participant Website - www.forusall.com/login



Participating in your company's retirement plan (the "Plan") is an effective tool to help you prepare for your long term financial stability. As with anything valuable, there is an associated cost, so this notice contains details concerning the fees and expenses connected with the Plan. These associated costs are not new or unusual. You will receive this notice every year and there is *no action* required on your part. The objective of this communication is intended simply to do the following:

- Provide you with information that will allow you to make informed investment decisions
- Inform you of any fees and expenses associated with your participation in the Plan; and
- Comply with requirements set by the Department of Labor (DOL)

Fees and expenses are only one of several factors to consider when making investment decisions. The cumulative effect of fees and expenses can substantially reduce the growth of a participant's or beneficiary's retirement account. Please visit the Department of Labor's website at http://www.dol.gov/ebsa/ for an example demonstrating the long-term effect of fees and expenses.

The first section provides you with information about the Plan in general, including any expenses you might incur through participation in the Plan or through taking advantage of different Plan features. The second section provides information about the plan's investment alternatives, including any fees or expenses associated with those investments. If you want additional information about your investment options, you can go to www.forusall.com/login.

#### **General Plan Information**

#### **Providing Investment Instructions**

Your Plan gives you the ability to provide investment directions for both your contributions and/or existing account balances to any of the Designated Investment Alternatives ("DIAs") that are offered in your Plan by using the above website. If you do not make an election as to how the Plan should invest your contributions, then the Plan trustee will invest them in the "default" investment option.

#### Limitations on Investment Instructions

You may change your investment choices any day the New York Stock Exchange is open for business at  $\underline{www.forusall.com/login}$ . Any trade restrictions specific to a certain investment option will be listed in the comparative chart.

#### Voting and Other Rights

The Plan sponsor or other named fiduciary for the Plan exercises voting, tender, and similar rights with respect to the mutual fund DIAs offered by the Plan.

#### The Designated Investment Alternatives (DIA) Offered by your Plan

You will find in the charts below, any designated investment managers, in addition to all of the DIAs to which you can direct the investment of your contributions or account balances and a breakdown of the historical rate of return and a benchmark rate of return that compares the rate of return for your investments to those. It will also show the fees and expenses you will pay if you invest in a particular DIA option. Past performance does not guarantee how the investment option will perform in the future. Your investment in these options could lose money. Information about an option's principal risks is available on the website above.

#### **Administration expenses**

These are charges for services including, but not limited to, plan administration, compliance, recordkeeping, trustee, and custodial services. The Plan Sponsor may utilize different companies for these services, or have one company provide all of them. The cost for these services can fluctuate from year to year based on the size of the plan (assets and number of participants) and certain other factors.

The Plan Sponsor, at its own discretion, may elect to pay some or all of these Administration expenses directly. To the extent that these expenses are not paid by the Plan Sponsor, the Plan may charge these expenses against your account on a pro-rata (or per capita) basis. In addition, certain funds in your plan may offer various levels of revenue sharing; these payments may be used to offset some or all of the administrative expenses within your Plan. Any expenses deducted from your account beyond the expense ratio of individual funds will appear on quarterly benefit statements and the participant website.

#### **Individual expenses**

The Plan may impose charges specifically against your account rather than charge them on a plan-wide basis. These charges are based on your use of a service/feature available under the Plan (e.g. participant loans, brokerage accounts). Any fee or expense charged against your account will be reported to you on your quarterly benefit statements.

Distribution/Withdrawal: A fee of \$75 may be deducted from the distribution proceeds for each distribution/withdrawal issued from your account.

Qualified Domestic Relation Order (QDRO): A fee of \$300 (split between both parties) may be deducted from the account balance

Self-Directed Brokerage Account: To maintain a brokerage account in the Plan, an annual fee of \$100 may be deducted from your account. (Additional fees for self-directed brokerage account maintenance and transactions may be assessed by the SDA provider. See your SDA account profile for details or contact your broker.)

Loan Origination: A fee of \$100 may be deducted from the loan proceeds for each loan issued from your account.

Loan Maintenance: A fee of \$75 may be deducted from your account balance for each loan in your account.

Annual Advisor Fees

Fee Schedule ForUs Fee 50bps

**Annual Fee Charge** Paid To ForUsAll, Inc.

Investment fees charged to your account: Investments in your Plan may carry additional fees, including fund administrative charges, commissions, sales loads, sales charges, deferred sales charges, redemption fees, surrender charges, exchange fees, account fees, and purchase fees. Please review the complete investment fee and performance chart contained in this notice to determine whether these fees may be charged for an investment option, and review your account statement for a detailed disclosure of the dollar amount actually charged to your account each quarter that is attributable to these fees.

#### Glossary

Please visit  $\underline{\text{https://bit.ly/2QmRvRI}}$  for a glossary of investment terms relevant to the investment options under this Plan. This glossary is intended to help you better understand your options.

#### **Performance Information**

The table below shows how Plan investment alternatives have performed over time and allows you to compare them with an appropriate benchmark for the same time periods. Past performance does not guarantee how the investment option will perform in the future. Your investment in these options could lose money. Information about an option's principal risks is available on the Web site(s).

	Average Annual Total Return as of 06/30/2021				Benchmark Returns			
Plan Investment	1yr.	5yr.	10yr.	Inception	1yr.	5yr.	10yr.	Inception
Fidelity® Intl Sustainability Idx Foreign Large Blend	34.12		(sine	9.57 ce 05/09/2017)	39.78	N/A	N/A	
http://www.tcrfund.com/fund/FIR125/31635V349					Morningst	ar Global Targe	et Market Expo	sur
Vanguard Total Intl Stock Index Adm Foreign Large Blend http://www.tcrfund.com/fund/FIR125/921909818	36.51	11.10	5.71		39.78	N/A ar Global Targe	N/A et Market Expo	sur
Vanguard Inflation-Protected Secs Adm Inflation-Protected Bond	6.47	4.02	3.33		6.32	N/A	N/A	
http://www.tcrfund.com/fund/FIR125/922031737							y Inflation-Prot	ec
Fidelity® Sustainability Bond Index Intermediate Core Bond	-0.86		(sine	5.16 ce 06/19/2018)	-0.30	N/A	N/A d TR Hedged U	icp
http://www.tcrfund.com/fund/FIR125/31635T401  Vanguard Total Bond Market Index Adm	-0.42	2.99	3.36		-0.30	N/A	N/A	30
Intermediate Core Bond http://www.tcrfund.com/fund/FIR125/921937603	-0.42	2.99	3.30				d TR Hedged U	JSD
FIDELITY TOTAL MARKET INDEX FUND	44.28	17.88		16.30	42.24	18.02	14.93	
Large Blend http://www.tcrfund.com/fund/FIR125/315911693			(sine	ce 09/08/2011)			⁄iid Cap TR US	D
Schwab S&P 500 Index	40.77	17.60	14.77		42.24	18.02	14.93	
Large Blend http://www.tcrfund.com/fund/FIR125/808509855					Mornings	star US Large-N	⁄Iid Cap TR US	D
Vanguard FTSE Social Index Fund Admiral Large Blend	42.06		(sin	25.86 ce 02/07/2019)	42.24	18.02	14.93	
http://www.tcrfund.com/fund/FIR125/921910717							Mid Cap TR US	D
Calvert US Mid Cap Core Rspnb Idx I Mid-Cap Blend http://www.tcrfund.com/fund/FIR125/13161Y301	49.95	17.17	(sine	15.32 ce 10/30/2015)	48.80	16.40	13.71	
Fidelity® Mid Cap Index Instl Prem	49.79	15.61		15.08	48.80	16.40	13.71	
Mid-Cap Blend	49.79	13.01	(sine	ce 09/08/2011)	40.00	10.40	13./1	
http://www.tcrfund.com/fund/FIR125/316146265					Morni	ngstar US Mid	Cap TR USD	
Vanguard Treasury Money Market Fund Money Market-Taxable	0.04	1.06	0.55		0.08	N/A	N/A	
http://www.tcrfund.com/fund/FIR125/921932109							T-bill TR USD	
Vanguard Short-Term Bond Index Adm Short-Term Bond	0.31	2.12	1.89		0.14	N/A	N/A	an.
http://www.tcrfund.com/fund/FIR125/921937702	(1.00	1 < 50		14.50			ore Bond TR U	SD
Fidelity® Small Cap Index Instl Prem Small Blend http://www.tcrfund.com/fund/FIR125/316146182	61.98	16.59	(sine	14.73 ce 09/08/2011)	N/A Morningstar	N/A	N/A Extended TR	ISD
iShares ESG Aware MSCI USA Small-Cap ETF	63.04			16.71	N/A	N/A	N/A	
Small Blend http://www.tcrfund.com/fund/FIR125/46435U663	05.04		(sine	ce 04/10/2018)			Extended TR	USD
Vanguard Target Retirement 2015 Inv Target-Date 2015	14.45	7.76	6.76		18.31	8.50	6.84	
http://www.tcrfund.com/fund/FIR125/92202E300	(as of 05/3	1/2021)			Morningst	tar Lifetime All	ocation Moder	ate

	Average Annual Total Return as of 05/31/2021			Benchmark Returns				
Plan Investment	1yr.	5yr.	10yr.	Inception	1yr.	5yr.	10yr.	Inception
Vanguard Target Retirement 2020 Inv Target-Date 2020 http://www.tcrfund.com/fund/FIR125/92202E805	20.09	9.32	7.79		20.18 Morningst	9.20 ar Lifetime All	7.38 ocation Mode	rate
Vanguard Target Retirement 2025 Inv Target-Date 2025 http://www.tcrfund.com/fund/FIR125/92202E409	24.04	10.43	8.48		22.93 Morningst	10.05 ar Lifetime All	8.01 ocation Mode	rate
Vanguard Target Retirement 2030 Inv Target-Date 2030 http://www.tcrfund.com/fund/FIR125/92202E888	27.54	11.32	9.05		27.05 Morningst	11.07 ar Lifetime All	8.68	rate
Vanguard Target Retirement 2035 Inv Target-Date 2035 http://www.tcrfund.com/fund/FIR125/92202E508	31.04	12.18	9.59		32.14 Morningst	12.05 ar Lifetime All	9.24 ocation Mode	rate
Vanguard Target Retirement 2040 Inv Target-Date 2040 http://www.tcrfund.com/fund/FIR125/92202E870	34.54	13.03	10.09		36.77 Morningst	12.75 ar Lifetime All	9.57	rate
Vanguard Target Retirement 2045 Inv Target-Date 2045 http://www.tcrfund.com/fund/FIR125/92202E607	38.26	13.63	10.39		39.72  Morningst	13.10	9.66	rate
Vanguard Target Retirement 2050 Inv Target-Date 2050 http://www.tcrfund.com/fund/FIR125/92202E862	38.51	13.69	10.41		40.92  Morningst	13.19 ar Lifetime All	9.61 ocation Mode	rate
Vanguard Target Retirement 2055 Inv Target-Date 2055 http://www.tcrfund.com/fund/FIR125/92202E847	38.50	13.68	10.41		41.33	13.19	9.52	rate
Vanguard Target Retirement 2060 Inv Target-Date 2060 http://www.tcrfund.com/fund/FIR125/92202E839	38.50	13.67	(sin	11.72 ce 01/19/2012)	41.55	13.15	N/A	
Vanguard Target Retirement 2065 Inv Target-Date 2065+ http://www.tcrfund.com/fund/FIR125/92202E680	38.47		(sin	13.01 ce 07/12/2017)	41.55	13.15 ar Lifetime All	N/A	
Vanguard Target Retirement Income Inv Target-Date Retirement http://www.tcrfund.com/fund/FIR125/92202E102	12.74	6.72	5.68		16.46	7.19 ar Lifetime All	5.62	

# Fee and Expense Information

The table below shows fee and expense information for plan investment alternatives.

Plan Investment	Total Annual O	perating Expenses Per \$1000	Shareholder Type Fees
Fidelity® Intl Sustainability Idx	0.20%	\$2.00	
Vanguard Total Intl Stock Index Adm	0.11%	\$1.10	
Vanguard Inflation-Protected Secs Adm	0.10%	\$1.00	
Fidelity® Sustainability Bond Index	0.10%	\$1.00	
Vanguard Total Bond Market Index Adm	0.05%	\$0.50	
FIDELITY TOTAL MARKET INDEX F	0.02%	\$0.20	
Schwab S&P 500 Index	0.02%	\$0.20	
Vanguard FTSE Social Index Fund Admii	0.14%	\$1.40	
Calvert US Mid Cap Core Rspnb Idx I	0.52%	\$5.20	
Fidelity® Mid Cap Index Instl Prem	0.02%	\$0.20	
Vanguard Treasury Money Market Fund	0.09%	\$0.90	
Vanguard Short-Term Bond Index Adm	0.07%	\$0.70	
Fidelity® Small Cap Index Instl Prem	0.02%	\$0.20	
iShares ESG Aware MSCI USA Small-Cε	0.17%	\$1.70	
Vanguard Target Retirement 2015 Inv	0.12%	\$1.20	
Vanguard Target Retirement 2020 Inv	0.13%	\$1.30	
Vanguard Target Retirement 2025 Inv	0.13%	\$1.30	
Vanguard Target Retirement 2030 Inv	0.14%	\$1.40	
Vanguard Target Retirement 2035 Inv	0.14%	\$1.40	
Vanguard Target Retirement 2040 Inv	0.14%	\$1.40	
Vanguard Target Retirement 2045 Inv	0.15%	\$1.50	
Vanguard Target Retirement 2050 Inv	0.15%	\$1.50	
Vanguard Target Retirement 2055 Inv	0.15%	\$1.50	
Vanguard Target Retirement 2060 Inv	0.15%	\$1.50	
Vanguard Target Retirement 2065 Inv	0.15%	\$1.50	
Vanguard Target Retirement Income Inv	0.12%	\$1.20	-

## ForUsAll Self-Directed Digital Asset Fact Sheet

This fact sheet contains information about the features of your ForUsAll self-directed Digital Asset Account. Please keep it for future reference. In case of discrepancy, the ForUs 401(k) Plan Summary Plan Description or Plan Document will govern. If you have questions, please contact <a href="https://help@forusall.com">help@forusall.com</a> or call (844)-401-2253.

## **Opening a ForUsAll Digital Asset Account**

To open a ForUsAll Digital Asset Account, you must complete the online signup process at ForUsAll.com ("Participant Web Portal"). You can invest regular and/or Roth contributions. To purchase digital assets, enter orders through the Participant Web Portal. Orders will be relayed to the Plan's trustee to instruct the plan's custodian to move cash to a digital asset execution platform. There, cash is converted into USDC, a digitized version of a dollar. The USDC is used to purchase the digital asset in the amount that you direct.

#### Investments available in your ForUsAll Digital Asset Account

Through your ForUsAll Digital Asset Account, you can invest in the digital assets that have been identified in accordance with the Digital Asset Investment Policy Statement for the Plan.

#### **Maximum Investment**

The maximum amount that you can transfer into the ForUsAll Digital Asset Account is 5% of your Plan account balance and 5% of future deferrals into the Plan.

#### **Annual Plan-Related Account Fee**

There is a 1% annual account fee for your ForUsAll Digital Asset Account. You will only be assessed this fee on assets you transfer into your Digital Asset Account.

## **Trading Fees**

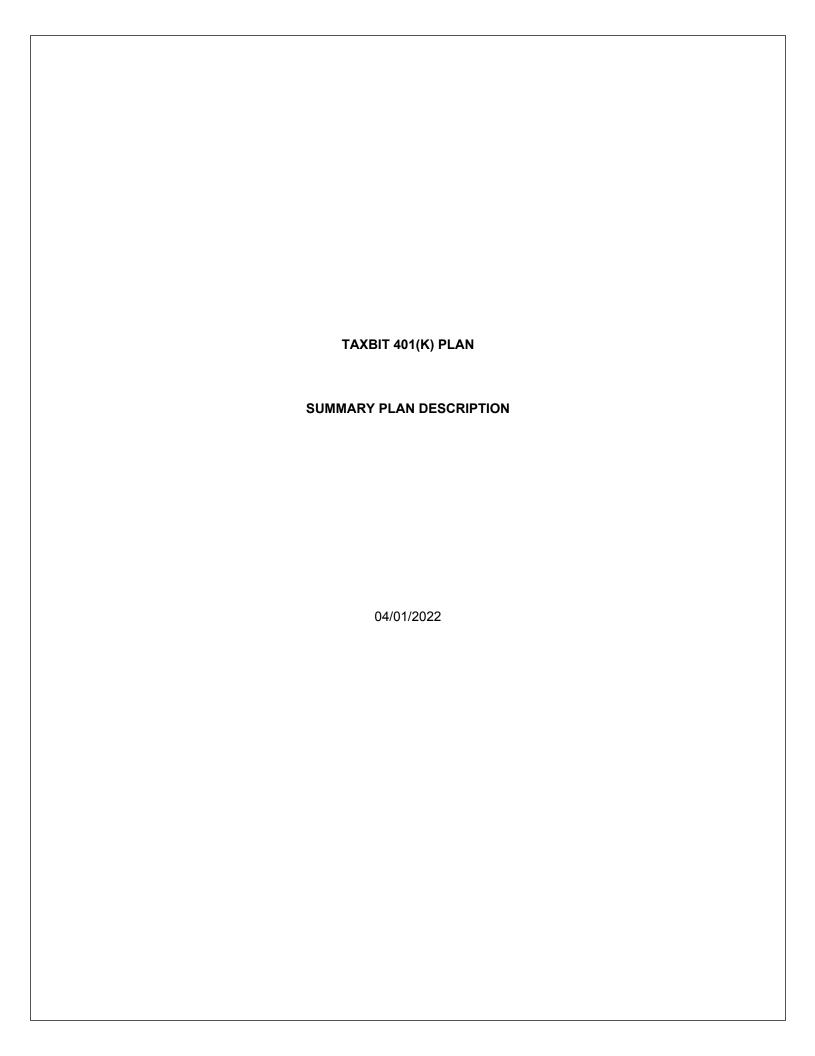
Coinbase, Inc. and Coinbase Custody Trust Company LLC (collectively, "Coinbase") are the sponsor of the digital asset execution platform and the digital asset custodian, respectively for the ForUsAll Digital Asset Account. Coinbase charges trading fees for trades that you place through your Digital Asset Account. These fees are dependent on the total volume of trades across all individual participant accounts in the ForUsAll Digital Asset Window. The fee you will be charged differs based on whether you are buying (Taker Fee) or selling (Maker Fee) the digital asset. The maximum trading fee is 0.5%. If you have questions about the fees, please contact help@forusall.com before you open your ForUsAll Digital Asset Account.

Pricing based on total trades	Taker Fee	Maker Fee
in the ForUsAll Digital Asset		
Window		
Under \$10,000	0.50%	0.50%

\$10,001-\$50,000	0.35%	0.35%
\$50,001-\$100,000	0.25%	0.15%
\$100,001-\$1,000,000	0.20%	0.10%
\$1,000,001-\$20,000,000	0.18%	0.08%
\$20,000,001-\$100,000,000	0.15%	0.08%
\$100,000,001-\$500,000,000	0.10%	0.02%
\$500,000,001-\$1,000,000,000	0.06%	0.00%
Over \$1,000,000,000	0.05%	0.00%
Over \$2,000,000,000	0.04%	0.00%

Before investing, you should determine that the digital asset is a suitable investment for you and consider the risks and costs associated with the investment. Digital assets are volatile, and you could lose your entire investment.

The ForUsAll Digital Asset Accounts are established as part of an employee benefit plan and are subject to plan rules. Plan participants have trading authority over ForUsAll Digital Asset Accounts. The ForUsAll Digital Asset Account includes investments beyond the designated investment alternatives in your plan's lineup. It is your responsibility to ensure that the investments you select are suitable for your situation, including your goals, time horizon, and risk tolerance. Access to the money in this account is regulated according to the Internal Revenue Code and other applicable laws and regulations.



# TAXBIT 401(K) PLAN

# SUMMARY PLAN DESCRIPTION

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#### INTRODUCTION

TaxBit, INC. (the "Company") established the TaxBit 401(k) Plan (the "Plan") effective 01/01/2022. Although the purpose of this document is to summarize the more significant provisions of the Plan, the plan document will prevail in the event of any inconsistency. In addition, the terms of the Plan cannot be modified by written or oral statements made to you by the Plan Administrator or other personnel.

The following special effective dates apply to some features of the Plan: April 1, 2022, or the date assets begin to be deposited to the Trust - Deferrals (Regular & Roth)

#### **ELIGIBILITY**

#### Eligible Employee

You are an "Eligible Employee" if you are employed by TaxBit, INC. or any affiliate who has adopted the Plan. However, you are not an "Eligible Employee" if you are a member of any of the following classes of employees:

- For purposes of Elective Deferral Contributions, Employer Matching Contributions and Non-Elective Contributions, any employee who is included in a unit of employees covered by a collective bargaining agreement, if retirement benefits were the subject of good faith bargaining, and if the collective bargaining agreement does not provide for participation in this Plan.
- For purposes of Elective Deferral Contributions, Employer Matching Contributions and Non-Elective Contributions, any leased employee.
- For purposes of Elective Deferral Contributions, Employer Matching Contributions and Non-Elective Contributions, any employee who is a non-resident alien who received no earned income which constitutes income from services performed within the United States.

Elective Deferral Contributions, Employer Matching Contributions and Non-Elective Contributions

You will become eligible to make Elective Deferral Contributions and receive Employer Matching Contributions and Non-Elective Contributions on the first day of the calendar month, coincident with or next following the date you attain age 18 and you complete 3 months of service, measured from your date of hire, provided that you are an Eligible Employee at the end of that period.

#### Computing Service

With respect to eligibility to make Elective Deferral Contributions and to receive Employer Matching Contributions and Non-Elective Contributions only, "Year of Eligibility Service" means a 12-month period beginning on your employment commencement date. In order to determine the number of whole Years of Eligibility Service, nonsuccessive periods of service and less than whole year periods of service will be aggregated on the basis that 12 months of service (30 days are deemed to be a month in the case of the aggregation of fractional months) or 365 days of service are equal to a whole year of service. You will also receive credit for any period of severance of less than 12 consecutive months. If less than one Year of Eligibility Service is required, such service will be determined by substituting such period for "12 months" and "Year" where they appear in this paragraph. To illustrate how to determine eligibility using this elapsed time method, where service is determined from date of hire, please follow this example:

ABC Company requires employees to have one year of service under the elapsed time method. Mr. Brown is hired on April 1. He terminates employment with ABC Company on June 15 of the same year and is subsequently rehired on November 30. His first year of service is determined by looking at the 12-month period beginning on April 1, his original hire date, and ending on the following March 31. Even though he was not continuously employed with ABC Company during this period, he was employed as of the beginning and end of the Eligibility

Computation Period, so he has satisfied the one-year service requirement under the elapsed time method.

When eligibility is measured using hours of service, a "One-Year Break in Service" means an Eligibility Computation Period during which you are credited with 500 or fewer hours of service. When eligibility is measured using elapsed time, a "One-Year Break in Service" means a Period of Severance of at least 12 consecutive months (special rules exist for absence from work for maternity or paternity reasons).

If you do not have any nonforfeitable right to the Account balance derived from Company contributions, service before a period of five (5) consecutive One-Year Breaks in Service will not be taken into account in computing eligibility service (this is referred to as the "rule of parity").

Please note, if you are eligible to make or receive contributions you will be a "Participant" in the Plan.

#### **CONTRIBUTIONS**

#### Account

"Account" means all of the contributions, of whatever type, made to the Plan for a Participant, including the earnings and losses on those contributions.

# **Elective Deferral Contributions**

You may elect to reduce your Compensation (defined below) and make a contribution to the Plan on a pre-tax basis. These pre-tax contributions are known as Elective Deferral Contributions. You may elect to defer up to 92% of your Plan Compensation on a pre-tax basis. Deferral deductions will be made from off cycle or multiple pay periods. Federal law also limits the amount you may elect to defer under this Plan and any other retirement plan permitting Elective Deferral Contributions during any calendar year (\$20,500 in 2022). However, if you are age 50 or over, you may defer an additional amount, called a "Catch-up Contribution", of up to \$6,500 (in 2022). These dollar limits are indexed; therefore, they may increase each year for cost-of-living adjustments. The Internal Revenue Code may further restrict Elective Deferral Contribution elections by "highly compensated" Participants.

You may elect to start, increase, reduce or totally suspend your elections to contribute to the Plan effective as of each pay period.

The Plan Administrator may establish rules regarding the manner in which your elections are made. The rules may also require that certain advance notice be given of any election. Your election regarding Elective Deferral Contributions is only effective for Compensation you will receive in the future. The Plan Administrator may also reduce or totally suspend your election if the Plan Administrator determines that your election may cause the Plan to fail to satisfy any of the requirements of the Internal Revenue Code.

#### **Automatic Contributions**

After receiving a notice from the Plan Administrator, you will be deemed to have made an Elective Deferral Contribution election in the amount of 6% of your Plan Compensation. The amount of such automatic enrollment will increase by 1% up to a maximum of 15% of your Plan Compensation.

Your first deferral rate increase will occur on the first day of the second Plan Year.

Your subsequent deferral election increases will occur on the first day of each Plan Year.

Please note, the automatic elections specified above will be designated as pre-tax Elective Deferral Contributions.

If you do not turn in the form in time to prevent automatic contributions, you can withdraw the automatic contributions for a short time, despite the general limits on Plan withdrawals. During the 90 days after automatic contributions are first taken from your pay, you can withdraw the prior automatic contributions by turning in a refund form to the Plan Administrator. The amount you withdraw will be adjusted for any gain or loss. If you take out your automatic

contributions, you lose Company contributions that matched the automatic contributions. Also, your withdrawal will be subject to federal income tax (but not the extra 10% tax that normally applies to early distributions). If you take out automatic contributions, the Company will treat you as having chosen to make no further contributions. However, you can always choose to continue or restart your contributions by turning in a contribution form.

#### **Roth Contributions**

The Plan allows Elective Deferral Contributions to be made as Roth Contributions. Roth Contributions are Elective Deferral Contributions that are made in the same manner as your pre-tax Elective Deferral Contributions except that Roth Contributions are made to the Plan on an after-tax basis. If certain requirements are met, a "qualified distribution" from your Roth Contribution Account in the Plan will not be taxed. Please note, Roth Contributions are "Matched Employee Contribution". The Company may match contributions you make as Roth Elective Deferral Contributions.

You must designate how much you would like to contribute on a pre-tax basis (normal Elective Deferral Contribution) and how much you would like to contribute as an after-tax Roth Contribution. You are not required to make any Roth Contributions. You may continue to designate all of your Elective Deferral Contribution elections as normal pre-tax contributions.

The sum of your Roth Contributions and normal Elective Deferral Contributions may not exceed the annual limit on normal Elective Deferral Contributions mentioned above.

As was mentioned above, a "qualified distribution" of your Roth Contributions (and earnings) is not taxable. A "qualified distribution" must be made more than five years after the first Roth Contribution is made and must meet at least one of the following requirements:

- (i) the distribution must be made after you attain age 59-1/2;
- (ii) the distribution must be made to your beneficiary after your death; or
- (iii) the distribution must be made on account of your disability.

Please note, Roth Contributions are not suitable for everyone. Please consult with your tax advisor before making any Roth Contributions to the Plan.

#### **Employer Matching Contributions**

The Company may, in its sole discretion, make a matching contribution on your behalf if you make a "Matched Employee Contribution". A "Matched Employee Contribution" is any Elective Deferral Contribution or Catch-up Contribution that you may make during the Plan Year. If you make a "Matched Employee Contribution" and you have completed at least 1,000 hours of service during the Applicable Period and are employed by the Company on the last day of the Applicable Period the Company may contribute to your Employer Matching Contribution Account in an amount and allocation formula as determined by the Company in its sole discretion. For purposes of this section, the Applicable Period for determining satisfaction of service requirements for an allocation of Employer Matching Contributions will be each Plan Year.

Please note, if you are an Eligible Employee and terminate employment with the Company due to death, disability or attainment of Normal Retirement Age you will still be eligible to receive an Employer Matching Contribution regardless of whether you meet any service requirement and/or last day requirement described in this section.

Please note, if you terminate on the last day of the Applicable Period, you will be treated as being employed for purposes of determining whether you have met the last day requirement described in this section.

The Internal Revenue Code may also further restrict Employer Matching Contributions for highly compensated employees.

#### Non-Elective Contributions

The Company may, in its sole discretion, make a Non-Elective Contribution to the Plan on your behalf. You will be eligible to receive an allocation if you have completed at least 1,000 hours of service during the Applicable Period and are employed by the Company on the last day of the Applicable Period. For purposes of this section, the Applicable Period for determining satisfaction of service requirements for an allocation of Non-Elective Contributions will be each Plan Year. Non-Elective Contributions will be allocated to the Non-Elective Contribution Accounts of each Participant eligible to share in such allocations after the end of the Plan Year. Such contributions will be allocated in an amount designated by the Company to be allocated to each eligible Participant.

Please note, if you are an Eligible Employee and terminate employment with the Company due to death, disability or attainment of Normal Retirement Age you will be eligible to receive a Non-Elective Contribution regardless of whether you meet any service requirement and/or last day requirement described in this section.

Please note, if you terminate on the last day of the Applicable Period, you will be treated as being employed for purposes of determining whether you have met the last day requirement described in this section.

#### **Qualified Non-Elective Contributions**

In addition to the contributions described above, the Company may make additional Qualified Non-Elective Contributions for the benefit of such Participants determined at the discretion of the Company.

#### **Rollover Contributions**

The Plan may accept a Rollover Contribution made on behalf of any Eligible Employee, regardless of whether such employee has met the age and service requirements of the Plan. An Eligible Employee who has not yet met any of the eligibility requirements of the Plan will be deemed a Participant only with respect to amounts, if any, in his Rollover Contribution Account. In general, any eligible rollover distribution will be accepted by the Plan; however, the Plan Administrator may establish procedures that regulate the method by which Rollover Contributions will be accepted.

#### Military Service Contributions

If you serve in the United States armed forces and must miss work as a result of such service, you may be eligible to receive contributions, benefits and service credit with respect to any qualified military service. In addition, you or your survivors may be eligible to receive contributions, benefits and service credit if you die or become disabled while performing qualified military service.

#### Limits on Contributions

The amount that may be contributed to the Plan on your behalf in any year is limited to a fixed dollar amount (\$61,000 in 2022). This dollar limit is indexed; therefore, it may increase each year for cost-of-living adjustments. In addition, contributions cannot exceed 100% of your total Plan Compensation.

#### **COMPENSATION**

#### Plan Compensation

"Plan Compensation" means wages that are shown as taxable wages on your IRS Form W-2. For any self-employed individual, Plan Compensation will mean earned income.

For purposes of allocating Employer Matching Contributions, Non-Elective Contributions and Qualified Non-elective Contributions, Plan Compensation is determined over the Plan Year.

Unless otherwise indicated below, Plan Compensation will exclude Post Year End Compensation which includes amounts earned during a year but not paid during that year solely because of the timing of pay periods and pay dates when: (i) these amounts are paid during the first few weeks of the next year; (ii) the amounts are included on a uniform and consistent basis with respect to all similarly situated Employees; and (iii) no compensation is included in more than one year and Payments of unused accrued bona fide sick, vacation, or certain other leave that are paid to you after you

terminate employment for purposes of all contributions.

The following adjustments will be made to the definition of Plan Compensation:

- For purposes of Elective Deferral Contributions, Employer Matching Contributions and Non-Elective Contributions, Plan Compensation will include any amount you elect to defer on a tax-preferred basis to any Company benefit plan.
- For purposes of Employer Matching Contributions and Non-Elective Contributions, Plan Compensation will include only that compensation which is actually paid to you by the Company during that part of the Plan Year that you are eligible to participate in the Plan.

No more than \$305,000 (in 2022) of Plan Compensation may be taken into account in determining your benefits under the Plan. This dollar limit is indexed; therefore, it may increase each year for cost-of-living adjustments.

#### **VESTING**

#### Elective Deferral Account, Rollover Contribution Account and Qualified Non-Elective Contribution Account

You are always fully (100%) vested in your Elective Deferral Account, Rollover Contribution Account and Qualified Non-Elective Contribution Account.

#### Employer Matching Contribution Account and Non-Elective Contribution Account

Your interest in your Employer Matching Contribution Account and Non-Elective Contribution Account will vest based on your Years of Vesting Service (defined below) in accordance with the following schedule:

Years of Vesting Service	Vesting <u>Percentage</u>
Less than Two Years	0%
Two Years but less than Three Years	20%
Three Years but less than Four Years	40%
Four Years but less than Five Years	60%
Five Years but less than Six Years	80%
Six or More Years	100%

However, if the Company must make a matching contribution to your Account in order to satisfy certain nondiscrimination tests required by the Internal Revenue Code, you will be 100% vested in those matching contributions.

#### Special Vesting Rules

You will become fully (100%) vested upon your attainment of Normal Retirement Age (defined in the Distributions section below) while an employee, your death while an employee or becoming disabled while an employee.

#### Forfeitures

If You Receive a Distribution. If your employment with the Company terminates and you receive a distribution of the entire vested portion of your Account, you will forfeit the nonvested portion of your Account. If the value of your vested Account balance is zero, you will be deemed to have received a distribution of your Account.

If You Do Not Receive a Distribution. If your employment with the Company terminates and you do not receive a complete distribution of the vested portion of your Account, you will forfeit the nonvested portion of your Account after the date you incur five consecutive One-Year Breaks in Service.

Reemployment. If you receive or are treated as receiving a distribution and you resume employment, the amounts you have forfeited (if any) will be restored to your Account if you repay the full amount of the previous distribution before the earlier of five (5) years after the first date on which you are subsequently reemployed, or the date you incur five (5) consecutive One-Year Breaks in Service following the date of the distribution.

#### Year of Vesting Service

"Year of Vesting Service" means a vesting computation period during which you complete 1,000 hours of service during the Plan Year.

The following service will be disregarded in determining Years of Vesting Service:

If you have five (5) consecutive One-Year Breaks in Service, all periods of service after such One-Year Breaks in Service will be disregarded for the purpose of vesting your Account balance that accrued before such Breaks in Service. However, except as provided below, both the service before and after such One-Year Breaks in Service will count for purposes of vesting your Account balance that accrues after such One-Year Breaks in Service.

If you are zero percent vested, Years of Vesting Service before a period of five (5) consecutive One-Year Breaks in Service will not be taken into account in computing vesting service.

A "One-Year Break in Service" means a vesting computation period during which you are credited with 500 or fewer hours of service.

The vesting computation period is the Plan Year.

#### **DISTRIBUTIONS**

#### Commencement of Distributions

Termination of Employment. You are entitled to receive a distribution from your Account after you terminate employment. This includes termination due to Disability. The distribution will start at the time specified in the section titled "Timing and Form of Payment" below.

Late Retirement. If you continue working for the Company after your Normal Retirement Age, your participation under the Plan will continue, and your benefits will begin following the date you terminate employment. You may elect to have the Plan Administrator begin the distribution of your benefit at any time after reaching your Normal Retirement Age (even if you are still working) by providing the Plan Administrator with a written election that you want your benefits to begin. The Account(s) eligible for the benefit are specified in the section titled "In-Service Distributions upon Normal Retirement Age" below.

Death. If you die, your beneficiary will become entitled to receive your vested Account balance. The distribution will start at the time specified in the section titled "Timing and Form of Payment" below.

#### Normal Retirement Age

"Normal Retirement Age" means the date you reach age 65.

#### Timing and Form of Payment

Distribution for Reasons Other Than Death. If you become entitled to receive your benefit for any reason other than death your Account will be distributed in a lump sum payment. This is your normal form of payment. Furthermore, a partial or installment distribution may be permitted if needed to satisfy the required minimum distribution rules. Payment of your vested Account may start as soon as administratively feasible with a final payment made consisting of any allocations occurring after your termination of employment. Your Account is payable in cash.

Distribution on Account of Death. If you die before distribution of your Account begins, distribution of your entire

Account must be completed by December 31 of the calendar year containing the fifth anniversary of your death unless an election is made by your beneficiary to receive distributions in accordance with 1. and 2. below:

- 1. Distributions may be made over the life or over a period certain not greater than the life expectancy of the beneficiary commencing on or before December 31 of the calendar year immediately following the calendar year in which you die;
- 2. If the beneficiary is your surviving spouse, the date distributions are required to begin in accordance with item 1. above will not be earlier than the later of (A) December 31 of the calendar year immediately following the calendar year in which you die, or (B) December 31 of the calendar year in which you would have attained age 70-1/2 (for Participants born before July 1, 1949) or age 72 (for Participants born after June 30, 1949).

Your beneficiary will be entitled to a distribution in any form that is available to you prior to your death.

If you die after distribution of your Account has begun, the remaining portion of your Account will continue to be distributed under the method of distribution being used prior to your death. If your Account was not being distributed in the form of an annuity at the time of your death, your beneficiary may elect to receive your remaining vested Account balance in a lump sum distribution.

#### Force-Out

After your termination of employment from the Company, if the vested amount of your Account does not exceed \$5,000, your vested Account balance will be distributed from the Plan. You may elect to: 1) receive this distribution in cash; or 2) roll over the distribution to an individual retirement account (IRA) or the qualified plan of your new employer (but only if your new employer's plan allows such rollovers). However, if you do not timely return your election forms, the following will apply: if the vested amount of your Account balance is less than or equal to \$1,000, your vested Account will be distributed to you in cash. If your vested Account balance is more than \$1000, but does not exceed \$5,000, the Plan Administrator will transfer your vested Account to an IRA established in your name; unless the distribution occurs after the Required Beginning Date. This mandatory distribution will be invested in an IRA designed to preserve principal and provide a reasonable rate of return and liquidity. All fees associated with the setup and maintenance of the IRA will be deducted from the assets of the participant's IRA account. For further information concerning the Plan's automatic rollover provisions, the IRA provider and the fees and expenses attendant to the individual retirement plan please contact the Plan Administrator at the phone number found in the "ADMINISTRATIVE INFORMATION" section at the end of this Summary Plan Description.

If the vested amount of your Account exceeds \$5,000, you must consent to any distribution of your Account. However, the Plan Administrator will distribute your vested Account balance in a lump sum without your consent at the time that payments must begin under applicable federal law - generally the April 1 following the later of the calendar year in which you attain age 72 or you terminate employment. Special rules apply to persons who are deemed to own more than 5% of the Company.

#### **Beneficiary**

You have the right to designate, in a written form acceptable to the Plan Administrator, one or more primary and one or more secondary beneficiaries to receive any benefit becoming payable upon your death. Your spouse must be your sole beneficiary unless he or she consents to the designation of another beneficiary. You may change your beneficiaries at any time and from time to time by filing written notice of such change with the Plan Administrator.

If you fail to designate a beneficiary, or in the event that all designated primary and secondary beneficiaries die before you, the death benefit will be payable to your spouse, or if there is no spouse, to your children in equal shares, or if there are no children to your estate.

#### IN-SERVICE DISTRIBUTIONS AND LOANS

In-Service Distributions upon Normal Retirement Age

In-service distributions may be made upon attainment of Normal Retirement Age. These distributions can be made from the following Accounts: All Accounts.

#### Hardship Distributions

General Rule. You may receive a distribution on account of hardship from the following Accounts but only if you are fully vested in such Account.

- Elective Deferral Account, including earnings of your Elective Deferral Account.
- If available, Safe Harbor Contribution Account or Qualified Non-Elective Contributions Account.
- Rollover Contribution Account.
- Transfer Account.

Your Roth Contributions may be withdrawn on account of financial hardship in the same manner as your normal Elective Deferral Contributions. Please note however, that the income on the Roth Contributions may be taxable (and subject to penalties for early withdrawal) if the withdrawal is not a "qualified distribution."

Immediate and Heavy Financial Need. You may receive a hardship distribution only if the Plan Administrator finds that you have an immediate and heavy financial need where you lack other available resources. The following are the only financial needs considered immediate and heavy:

- 1. Expenses incurred or necessary for medical care, described in Code section 213(d), for you or your spouse, children, or dependents;
- 2. The purchase (excluding mortgage payments) of a principal residence for the Participant;
- 3. Payment of tuition and related educational fees for the next 12 months of post-secondary education for you or your spouse, children or dependents;
- 4. The need to prevent the eviction of you from your principal residence (or a foreclosure on the mortgage on your principal residence);
- 5. Payments for burial or funeral expenses for your deceased parent, spouse, children or dependents;
- 6. Expenses for the repair of damage to your principal residence that would qualify for the casualty deduction; or
- 7. Expenses incurred on account of a federally declared disaster.

There will no longer be a 6-month suspension period for your Elective Deferral Contributions, if applicable, after the receipt of the hardship distribution. In addition, any remaining portion of the 6-month suspension period for a prior hardship distribution will be discontinued on that date.

Amount Necessary to Satisfy Need. A distribution will be considered as necessary to satisfy your immediate and heavy financial need only if:

- 1. You have obtained all distributions, other than hardship distributions, under all plans maintained by the Company;
- 2. The distribution is not in excess of the amount of an immediate and heavy financial need (including amounts necessary to pay any federal, state or local income taxes or penalties reasonably anticipated to result from the distribution).

3. You have represented in writing or by electronic medium that you have insufficient cash or other liquid assets to satisfy the financial need.

#### Attainment of Age 59-1/2

You may receive a distribution after you reach age 59-1/2 from all of your Accounts but only if you are fully vested in such Accounts. Your Roth Contributions may be withdrawn in the same manner as your normal Elective Deferral Contributions. Please note however, that the income on the Roth Contributions may be taxable (and subject to penalties for early withdrawal) if the withdrawal is not a "qualified distribution."

#### Withdrawals at Any Time

You may receive a distribution from your Rollover Contribution Account at any time.

#### **Reservist Distributions**

If you are a military reservist called to active duty for a period in excess of 179 days or for an indefinite period, you may receive a distribution from the Plan while still employed from amounts attributable to Elective Deferral Contribution elections and Catch-up Contributions. You must take the distribution during the period beginning on the date of your call-up and ending at the close of the active duty period. In addition, you must have been called to active duty after September 11, 2001.

#### **Deemed Severance Distributions**

If you are a member of the military called to active duty for a period in excess of 30 days, you may receive a distribution from the Plan while still employed from amounts attributable to Elective Deferral Contribution elections and Catch-up Contributions. Your Elective Deferral Contributions and Catch-up Contributions, if applicable, will be suspended for 6 months after the receipt of the Deemed Severance Distribution.

#### **Disability Distributions**

If you become Disabled (defined below) while still employed, you may receive a distribution from your Accounts. However, the following Accounts may not be distributed unless a severe disability has occurred: Elective Deferral Account and Qualified Non-Elective Contribution Account. A severe disability is as follows: the Participant is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months. The permanence and degree of such impairment shall be supported by medical evidence.

#### In-Plan Roth Rollovers of Distributable Amounts

If you have money in a fully vested non-Roth Account that is eligible for a distribution from the Plan you may roll over the Account balance to a Roth (after-tax) Account under this Plan. If you roll over the payment to a designated Roth account in this Plan, the amount of the payment rolled over (reduced by any after-tax amounts directly rolled over) will be taxed. However, the 10% additional tax on early distributions will not apply (unless you take the amount rolled over out of the designated Roth account within the 5-year period that begins on January 1 of the year of the rollover). Any amount you roll over can be distributed under the rules applicable to the Account immediately prior to the rollover.

#### Rules Regarding In-Service Distributions

The Plan Administrator may establish uniform procedures that include, but are not limited to, prescribing limitations on the frequency and minimum amount of withdrawals. All distributions will be made in the form of a single sum as soon as practicable following the valuation date as of which such withdrawal is made. Only Employees are eligible to receive in-service distributions.

#### Loans

The Plan Administrator, in its discretion, may permit Participants to apply for a loan from the Plan. The Plan

Administrator may further adopt any administrative rules or procedures that it deems necessary or appropriate with respect to the granting and administering of loans. Please contact the Plan Administrator for a copy of the Loan Procedures for more information regarding taking a loan from the Plan.

#### **INVESTMENTS**

#### Participant Self-Direction

In General. The Plan Administrator allows you to direct the investment of all of your Accounts. The Plan Administrator may also permit the Trustee to establish self-directed brokerage accounts on your behalf. The Plan Administrator may establish uniform guidelines and procedures relating to Participant self-direction.

Investment Elections. You may direct the percentage of your Accounts to be invested in one or more of the available investment funds. Your elections will be subject to such rules and limitations as the Plan Administrator may prescribe. After your death, your beneficiary may make investment elections as if the beneficiary were the Participant. However, the Plan Administrator may restrict investment transfers to the extent required to comply with applicable law.

Investment Decisions. The Plan is intended to constitute a plan described in section 404(c) of ERISA. This means that Plan fiduciaries may be relieved of liability for any of your losses that are the result of your investment elections.

#### **Voting Rights**

You may not direct the Trustee as to the exercise of voting rights with respect to any Trust Fund Investment.

#### Valuation Dates

Accounts are valued each business day.

#### **SPECIAL TOP-HEAVY RULES**

#### Minimum Allocations

If the Plan is Top-Heavy, the Company will generally allocate a minimum of 3% of your Plan Compensation to the Plan on your behalf if you are a Participant who is employed by the Company on the last day of the Plan Year.

Please note, if you are covered by a collective bargaining agreement you will not share in Top-Heavy minimum allocations, provided retirement benefits were the subject of good faith bargaining.

#### Minimum Vesting

If you complete an hour of service while this Plan is Top-Heavy, your vested percentage will be determined under the schedule(s) provided for the section entitled "Vesting".

#### **CLAIMS PROCEDURES**

Application for Benefits. You or any other person entitled to benefits from the Plan (a "Claimant") may apply for such benefits by completing and filing a claim with the Plan Administrator. Any such claim must be in writing and must include all information and evidence that the Plan Administrator deems necessary to properly evaluate the merit of and to make any necessary determinations on a claim for benefits. The Plan Administrator may request any additional information necessary to evaluate the claim.

Timing of Notice of Denied Claim. The Plan Administrator will notify the Claimant of any adverse benefit determination within a reasonable period of time, but not later than 90 days (45 days if the claim relates to a disability

determination) after receipt of the claim. This period may be extended one time by the Plan for up to 90 days (30 additional days if the claim relates to a disability determination), provided that the Plan Administrator both determines that such an extension is necessary due to matters beyond the control of the Plan and notifies the Claimant, prior to the expiration of the initial review period, of the circumstances requiring the extension of time and the date by which the Plan expects to render a decision. If the claim relates to a disability determination, the period for making the determination may be extended for up to an additional 30 days if the Plan Administrator notifies the Claimant prior to the expiration of the first 30-day extension period.

Content of Notice of Denied Claim. If a claim is wholly or partially denied, the Plan Administrator will provide the Claimant with a written notice identifying:

- 1. The reason or reasons for such denial,
- 2. The pertinent Plan provisions on which the denial is based,
- 3. Any material or information needed to grant the claim and an explanation of why the additional information is necessary, and
- 4. An explanation of the steps that the Claimant must take if he wishes to appeal the denial including a statement that the Claimant may bring a civil action under ERISA.

Appeals of Denied Claim. If a Claimant wishes to appeal the denial of a claim, he must file a written appeal with the Plan Administrator on or before the 60th day (180th day if the claim relates to a disability determination) after he receives the Plan Administrator's written notice that the claim has been wholly or partially denied. The written appeal must identify both the grounds and specific Plan provisions upon which the appeal is based. The Claimant will be provided, upon request and free of charge, documents and other information relevant to his claim. A written appeal may also include any comments, statements or documents that the Claimant may desire to provide. The Plan Administrator will consider the merits of the Claimant's written presentations, the merits of any facts or evidence in support of the denial of benefits, and such other facts and circumstances as the Plan Administrator may deem relevant. The Claimant will lose the right to appeal if the appeal is not timely made. The Plan Administrator will ordinarily rule on an appeal within 60 days (45 days if the claim relates to a disability determination). However, if special circumstances require an extension and the Plan Administrator furnishes the Claimant with a written extension notice during the initial period, the Plan Administrator may take up to 120 days (90 days if the claim relates to a disability determination) to rule on an appeal.

Denial of Appeal. If an appeal is wholly or partially denied, the Plan Administrator will provide the Claimant with a notice identifying:

- 1. The reason or reasons for such denial,
- 2. The pertinent Plan provisions on which the denial is based,
- 3. A statement that the Claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the Claimant's claim for benefits, and
- 4. A statement describing the Claimant's right to bring an action under section 502(a) of ERISA. The determination rendered by the Plan Administrator will be binding upon all parties.

Determinations of Disability. If the claim relates to a disability determination, determinations of the Plan Administrator will include the information required under applicable United States Department of Labor regulations.

#### YOUR RIGHTS UNDER ERISA

As a participant, you are entitled to certain rights and protections under the Employee Retirement Income Security Act of 1974 (ERISA). This federal law provides that you have the right to:

Examine, without charge, at the Plan Administrator's office and at other specified locations, such as worksites and union halls, all documents governing the Plan, including insurance contracts and collective bargaining agreements, and a copy of the latest annual report (Form 5500 Series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.

Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including insurance contracts and collective bargaining agreements, and copies of the latest annual report (Form 5500 Series) and updated Summary Plan Description. The Plan Administrator may make a reasonable charge for the copies.

Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.

Obtain, once a year, a statement from the Plan Administrator regarding your Accrued Benefit under the Plan and the nonforfeitable (vested) portion of your Accrued Benefit, if any. This statement must be requested in writing and is not required to be given more than once every 12 months. The Plan must provide the statement free of charge.

In addition, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate the Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of you and other Plan participants and beneficiaries. No one, including your employer, your union, or any other person, may fire you or otherwise discriminate against you in any way to prevent you from obtaining your benefits or exercising your rights under ERISA.

If your claim for a benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules. Under ERISA, there are steps you can take to enforce the above rights. For instance, if you request a copy of plan documents or the latest annual report from the Plan and do not receive them within 30 days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the control of the Plan Administrator.

If you have a claim for benefits which is denied or ignored, in whole or in part, you may file suit in a state or Federal court. In addition, if you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in Federal court. If it should happen that Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court. The court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees, for example, if it finds your claim is frivolous.

If you have any questions about the Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

#### **MISCELLANEOUS**

#### **Domestic Relations Orders**

Under certain circumstances, a court may issue a domestic relations order assigning a portion of your benefits under the Plan to a spouse, former spouse, child or other dependent. The Plan Administrator will determine whether the order is a qualified domestic relations order ("QDRO"). If the Plan Administrator determines that the order is a QDRO, it will implement the terms of the QDRO and divide your Account accordingly. You may obtain, without charge, a copy of the

Plan's QDRO procedures from the Plan Administrator.

#### Disability

Under this Plan, you are disabled if you suffer from a physical or mental impairment that results in the inability to engage in any occupation comparable to that in which you were engaged at the time of your disability. The permanence and degree of your impairment must be supported by medical evidence.

#### Assignment and Alienation of Benefits

Except as provided below, your Account is held in trust and cannot be assigned and, to the extent permitted by law, is not subject to any form of attachment, garnishment, sequestration or other actions of collection. You may not alienate, anticipate, commute, pledge, encumber or assign any of the benefits or payments which you may expect to receive, contingently or otherwise, under the Plan, except that you may designate a beneficiary.

However, you may lose all or part of your balance:

- 1. Pursuant to the terms of a QDRO;
- 2. To comply with any federal tax levy; or
- 3. To comply with the provisions and conditions of a judgment, order, decree or settlement agreement between you and the Secretary of Labor or the Pension Benefit Guaranty Corporation relating to your violation (or alleged violation) of ERISA fiduciary responsibilities.

#### Amendment and Termination

Although the Company intends to maintain the Plan indefinitely, the Company may amend or terminate the Plan at any time in its sole discretion. If any of these actions is taken, you will be notified. However, no such action may permit any part of Plan assets to be used for any purpose other than the exclusive benefit of participants and beneficiaries or cause any reduction in your vested Account balance as of the date of the amendment or termination. If the Plan is terminated, all amounts credited to your Account will become 100% vested.

#### <u>Fees</u>

Your Account may be charged for some or all of the costs and expenses of operating the Plan. Such expenses include, but are not limited to, investment expenses and costs to process loans, Plan distributions and QDROs. For specific information regarding the fees that are charged by the Plan, please contact the Plan Administrator.

#### Insurance

The Plan is not insured by the Pension Benefit Guaranty Corporation (PBGC) because it is not a defined benefit pension plan.

#### **Administrator Discretion**

The Plan Administrator has the authority to make factual determinations, to construe and interpret the provisions of the Plan, to correct defects and resolve ambiguities in the Plan and to supply omissions to the Plan. Any construction, interpretation or application of the Plan by the Plan Administrator is final, conclusive and binding.

## Plan Not a Contract of Employment

The Plan does not constitute, and is not to be deemed to constitute, an employment contract between the Company and any employee or an inducement or condition of employment of any employee. Nothing in the Plan is to be deemed to give any employee the right to be retained in the Company's service or to interfere with the Company's right to discharge any employee at any time.

#### Waiver

Any failure by the Plan or the Plan Administrator to insist upon compliance with any of the Plan's provisions at any time or under any set of circumstances does not operate to waive or modify the provision or in any other manner render it unenforceable as to any other time or as to any other occurrence, whether the circumstances are the same or different. No waiver of any term or condition of the Plan is valid or of any force or effect unless it is expressed in writing and signed by a person authorized by the Plan Administrator to grant a waiver.

#### Errors

Any clerical or similar error by the Plan Administrator cannot give coverage under the Plan to any individual who otherwise does not qualify for coverage under the Plan. An error cannot give a benefit to an individual who is not actually entitled to the benefit.

#### ADMINISTRATIVE INFORMATION

1. The Plan Sponsor and Plan Administrator is TaxBit, INC.

Plan Sponsor Contact Information:

Address: 66 E Wadsworth Park Dr, #200, Draper, UT 84020

Phone number: 219-201-8402

Employer Identification Number: 83-3266436

Email: richelle@taxbit.com

Plan Administrator Contact Information:

Address: 665 3rd Street Suite 400, San Francisco, CA 94107

Phone number: 844-401-2253 Email: help@forusall.com

- 2. The Plan is a 401(k) profit-sharing plan. The Plan number is 001.
- 3. The Plan's designated agent for service of legal process is the President of the corporation named in item 1. Any legal papers should be delivered to such person at the address listed in item 1. However, service may also be made upon the Plan Administrator or a Trustee.
- 4. The Plan's assets are held in a trust created under the terms of the Plan. The Trustee is American Trust Company.
- 5. The Company's fiscal year and the Plan Year end on 12/31.
- 6. If the Plan is established or maintained by two or more employers, you can obtain a complete list of the employers sponsoring the Plan upon written request to the Plan Administrator (this list is also available for examination by participants and beneficiaries); you may also receive from the Plan Administrator, upon written request, information as to whether a particular employer is a sponsor of the Plan and, if the employer is a plan sponsor, the sponsor's address.