



# SIMPLE-IRA Application Employer

## Saturna Capital Simplified Employee Pension (SEP) Individual Retirement Account Application and Custodial Agreement

To be completed by each eligible participating employee.  
Return completed forms and contributions to your company's plan administrator.

If you have questions or need help filling out this form, call us toll-free any time at **1-800-SATURNA (1-800-728-8762)**. Be sure you complete all steps or your application cannot be processed.

Mail completed forms and contributions to:  
(Email or fax is not accepted)

**Saturna Capital  
P.O. Box N  
Bellingham, WA 98227-0596**

For office use only  
Reg# \_\_\_\_\_  
SBS# \_\_\_\_\_

### Section A. Funding

#### Initial Funding Source:

- Check - Must be imprinted with name of account owner
- Employer Plan Rollover - provide firm name:

### Section B. Account Holder Information

#### Primary Owner

#### Citizenship

Full Legal Name

Preferred Salutation (optional):  Mr.  Mrs.  Ms.  Dr.

US Citizen

US Resident Alien

Single  Married  Divorced  Widowed

Social Security Number or Tax ID Number

Date of Birth (MM-DD-YYYY)

ID Type:  Driver's License  Passport  State ID  Other Government ID

State/Country of Issuance

A legible photocopy of the Primary Owner's driver's license, passport, or other government-issued identity document is required.

#### Address

Physical / Street Address (Required - P.O. boxes are not accepted)

City

State

Zip

Mailing Address (optional)

City

State

Zip

Preferred Phone

Alternate Phone

Email:

**Section C. Beneficiary Designation**

Make a copy of this page if you wish to add more beneficiaries. **Note: You may not name yourself as beneficiary.**

**Primary Beneficiary(ies):**

Primary Beneficiary Full Legal Name	Preferred Salutation (optional): <input type="radio"/> Mr. <input type="radio"/> Mrs. <input type="radio"/> Ms. <input type="radio"/> Dr.	Relationship
<input type="text"/>		<input type="text"/>
Social Security Number or Tax ID Number	Date of Birth (MM-DD-YYYY)	
<input type="text"/>	<input type="text"/>	
Address	Percentage	
<input type="text"/>	<input type="text"/> %	
City	State	Zip
<input type="text"/>	<input type="text"/>	<input type="text"/>
Preferred Phone	Alternate Phone	
<input type="text"/>	<input type="text"/>	

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Primary Beneficiary Full Legal Name	Preferred Salutation (optional): <input type="radio"/> Mr. <input type="radio"/> Mrs. <input type="radio"/> Ms. <input type="radio"/> Dr.	Relationship
<input type="text"/>		<input type="text"/>
Social Security Number or Tax ID Number	Date of Birth (MM-DD-YYYY)	
<input type="text"/>	<input type="text"/>	
Address	Percentage	
<input type="text"/>	<input type="text"/> %	
City	State	Zip
<input type="text"/>	<input type="text"/>	<input type="text"/>
Preferred Phone	Alternate Phone	
<input type="text"/>	<input type="text"/>	

**Secondary Beneficiary(ies):**

Secondary Beneficiary Full Legal Name	Preferred Salutation (optional): <input type="radio"/> Mr. <input type="radio"/> Mrs. <input type="radio"/> Ms. <input type="radio"/> Dr.	Relationship
<input type="text"/>		<input type="text"/>
Social Security Number or Tax ID Number	Date of Birth (MM-DD-YYYY)	
<input type="text"/>	<input type="text"/>	
Address	Percentage	
<input type="text"/>	<input type="text"/> %	
City	State	Zip
<input type="text"/>	<input type="text"/>	<input type="text"/>
Preferred Phone	Alternate Phone	
<input type="text"/>	<input type="text"/>	

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Secondary Beneficiary Full Legal Name	Preferred Salutation (optional): <input type="radio"/> Mr. <input type="radio"/> Mrs. <input type="radio"/> Ms. <input type="radio"/> Dr.	Relationship
<input type="text"/>		<input type="text"/>
Social Security Number or Tax ID Number	Date of Birth (MM-DD-YYYY)	
<input type="text"/>	<input type="text"/>	
Address	Percentage	
<input type="text"/>	<input type="text"/> %	
City	State	Zip
<input type="text"/>	<input type="text"/>	<input type="text"/>
Preferred Phone	Alternate Phone	
<input type="text"/>	<input type="text"/>	

You may wish to consult your legal adviser to ensure that this form complies with your will and with your state's laws of testamentary disposition. If you have any questions about this form, please contact Saturna Capital Corporation at 1-800-SATURNA (1-800-728-8762).

## Section D. Trusted Contact (optional)

In the event of suspected financial exploitation or fraud, Saturna Capital and its affiliates are authorized to contact the Trusted Contact person and disclose information about this account to address possible financial exploitation, to confirm the specifics of your current contact information, health status, or the identity of any legal guardian, executor, trustee or holder of a power of attorney, or as otherwise permitted by regulations.

Full Legal Name	Preferred Salutation (optional): <input type="radio"/> Mr. <input type="radio"/> Mrs. <input type="radio"/> Ms. <input type="radio"/> Dr.	SSN or Tax ID (optional)
<input type="text"/>	<input type="text"/>	<input type="text"/>
Email	Date of Birth (MM-DD-YYYY)	
<input type="text"/>	<input type="text"/>	
Address		
<input type="text"/>		
City	State	Zip
<input type="text"/>	<input type="text"/>	<input type="text"/>
Preferred Phone	Alternate Phone	
<input type="text"/>	<input type="text"/>	

## Section E. Investment Selection

### Investment Selection Instructions

**Step 1:** Choose the funds in which you want to invest.

**Step 2:** Indicate the dollar amount or percentage for each fund selection.

**Step 3:** Make separate checks payable to each selection. If selecting Self-directed Brokerage, make check payable to "Pershing LLC" and continue to Section E. For all other selections, continue to Section F.

### Investment Allocation

#### Affiliated Funds\*

<input type="checkbox"/> <b>Amana Growth Institutional</b>	\$ <input type="text"/>	or	<input type="text"/> %
<input type="checkbox"/> <b>Amana Developing World Institutional</b>	\$ <input type="text"/>	or	<input type="text"/> %
<input type="checkbox"/> <b>Amana Income Institutional</b>	\$ <input type="text"/>	or	<input type="text"/> %
<input type="checkbox"/> <b>Amana Participation Institutional</b>	\$ <input type="text"/>	or	<input type="text"/> %
<input type="checkbox"/> <b>Saturna Growth Z Shares</b>	\$ <input type="text"/>	or	<input type="text"/> %
<input type="checkbox"/> <b>Saturna International Z Shares</b>	\$ <input type="text"/>	or	<input type="text"/> %
<input type="checkbox"/> <b>Saturna Core</b>	\$ <input type="text"/>	or	<input type="text"/> %
<input type="checkbox"/> <b>Saturna Global High Income</b>	\$ <input type="text"/>	or	<input type="text"/> %
<input type="checkbox"/> <b>Saturna Short-Term Bond</b>	\$ <input type="text"/>	or	<input type="text"/> %
<input type="checkbox"/> <b>Saturna Bond Income</b>	\$ <input type="text"/>	or	<input type="text"/> %
<input type="checkbox"/> <b>Saturna Sustainable Equity</b>	\$ <input type="text"/>	or	<input type="text"/> %
<input type="checkbox"/> <b>Saturna Sustainable Bond</b>	\$ <input type="text"/>	or	<input type="text"/> %

#### Non-affiliated Funds\*\*

<input type="checkbox"/> <b>Self-directed Brokerage</b>	\$ <input type="text"/>	or	<input type="text"/> %
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\* To link a bank account and/or set up automatic investment, complete the *Saturna Electronic Funds Transfer Form* (found on [www.saturna.com/forms#/saturna-capital](http://www.saturna.com/forms#/saturna-capital))

\*\* To link a bank account to your self-directed brokerage account, complete the *Pershing ACH Authorization Agreement* (found on [www.saturna.com/forms#/saturna-brokerage](http://www.saturna.com/forms#/saturna-brokerage))

## Section F. Brokerage Applicants

Complete the following steps only if you are opening a self-directed brokerage option within your IRA.

### Disclosures Required Under the USA PATRIOT Act

Is this account for a Foreign Financial Institution (e.g., non-US bank; branch of a US bank; broker-dealer; futures merchant; commodities introducing broker; mutual fund; money transmitter or currency exchange?)  Yes  No

### Step 1. Broker-Dealer Affiliations

Are you an employee of Saturna Brokerage Services?  Yes  No

Are you related to an employee of Saturna Brokerage Services?  Yes  No

Employee Name:	Relationship
<input type="text"/>	<input type="text"/>

Are you an employee at another broker-dealer?  Yes  No

Broker-Dealer Name:

Are you related to an employee at another broker-dealer?  Yes  No

Broker-Dealer Name:	Employee Name:	Relationship:
<input type="text"/>	<input type="text"/>	<input type="text"/>

Are you maintaining any other brokerage accounts?  Yes  No

Name of firm(s):	Years of investment experience:
<input type="text"/>	<input type="text"/>

Are you or any member of your immediate family affiliated with or employed by a member of a stock exchange or the Financial Industry Regulatory Authority?  Yes  No

*Employer authorization is required. Please list affiliations:*

Are you a senior officer, director, or 10% or more shareholder of a public company?  Yes  No

Company Name:

### Step 2. Cash Management

The sweep program consists of sweep options, which include money market mutual funds. The options available to you are subject to change – you should contact Saturna Brokerage Services for additional information on the products available to you through your sweep program.

Once a sweep option is elected, any free credit balance in your brokerage account will be automatically invested into the sweep product selected and any debits in your brokerage account will also be covered automatically by redemptions, to the extent you have a balance in the sweep product sufficient to cover the debit balance.

Saturna may receive distribution assistance payments or other fees from products made available on the cash sweep platform.

*(Select only one)*

#### Money Market Fund:

- Dreyfus Treasury & Agency Cash Management (DTVXX)
- Dreyfus Government Cash Management (DGVXX)

#### Other:

- Cash
- Dreyfus FDIC Insured Deposit (DIDE)

## Section G. Signature

**The Internal Revenue Service does not require your consent to any provisions of this document other than the certifications required to avoid backup withholding.**

BY SIGNING THIS DOCUMENT, I ACKNOWLEDGE AND AGREE THAT THIS AGREEMENT CONTAINS A PREDISPUTE ARBITRATION CLAUSE, IN PARAGRAPHS 12 AND 13 ON PAGE 6. I HEREBY ACKNOWLEDGE RECEIPT OF THIS NEW ACCOUNT AGREEMENT WITH PREDISPUTE ARBITRATION CLAUSE THEREIN.

By signing this document, I certify that:

- I have full right, power, authority and legal capacity to establish a SIMPLE-Individual Retirement Account and to make the investments selected.
- I understand and agree to all terms and conditions set forth in this Saturna Capital SIMPLE-Individual Retirement Account Application and Custodial Agreement.
- I have read and understood the Employer-Sponsored IRA Brochure (Disclosure Statement) at least seven days prior to my signing this document.
- I authorize Saturna Capital and/or its affiliates (Saturna Trust Company, Saturna Brokerage Services, Saturna Investment Trust, and/or Amana Mutual Funds Trust, together "Saturna") to verify my identity through an identity verification service and to use information provided by that service to determine whether to establish my account, or, once my account is opened, whether to maintain my account or limit services. If, after making reasonable efforts, Saturna is unable to verify my identity, I understand Saturna is authorized to take any action permitted by law, including closing my account and redeeming my account at the net asset value calculated the day the account is closed.
- I authorize telephone and/or internet exchange and redemption services to be automatically activated when my account is opened. I will contact Saturna in writing to terminate these services. Additional documents may be required.
- I authorize Saturna and its employees to act on any instructions believed to be genuine for any service authorized on this form. Saturna has reasonable procedures to verify the identity of the shareowner and when these procedures are followed, Saturna and its employees are not liable for losses that may occur from acting on such instructions.
- I have read and agree to be bound by the terms of the Prospectus(es) or Summary Prospectus(es) of the mutual fund(s) I have selected.
- I understand that my property may be transferred to the appropriate state if no activity occurs in the account within the time period specified by state law.
- I understand no share certificates will be issued.
- I certify, under penalties of perjury, that my Social Security Number is correct and that I am not subject to backup withholding under the provisions of § 3406(a)(1)(C) of the Internal Revenue Code.

### TO: FINANCIAL ORGANIZATION AND ITS ASSIGNS

1. PROVISIONS IN THE EVENT OF FAILURE TO PAY OR DELIVER  
Whenever I do not, on or before the settlement date, pay in full for any security purchased for my account, or deliver any security sold for such account, you are authorized (subject to the provisions of any applicable statute, rule, or regulation):
  - A. Until payment or delivery is made in full, to pledge, repledge, hypothecate, or rehypothecate, without notice, any or all securities which you or your clearing agent may hold for me, separately or in common with other securities or commodities or any other property, for the sum then due or for a greater or lesser

sum and without retaining in your possession and control for delivery a like amount of similar securities.

- B. To sell any or all securities which you or your clearing agent may hold for me, to buy any or all securities required to make delivery for my account, or to cancel any or all outstanding orders or commitments for my account.
2. CANCELLATION PROVISIONS  
You are authorized, in your discretion, should I die or should you for any reason whatever deem it necessary for your protection, without notice, to cancel any outstanding orders in order to close out my accounts, in whole or in part, or to close out any of the commitments made on my behalf.
  3. GENERAL PROVISIONS  
Any sale, purchase, or cancellation authorized hereby may be made according to your judgment and at your discretion on the exchange or other market where such business is then usually transacted, at public auction, or at private sale without advertising the same and without any notice, prior to tender, demand, or call. You may purchase the whole or any part of such securities free from any right of redemption, and I shall remain liable for any deficiency. It is further understood that any notice, prior to tender, demand, or call, from you shall not be considered a waiver of any provision of this agreement. I shall include any person executing this agreement. With my signature on this document, I authorize any free credit balance in my account to be automatically invested into the sweep product elected, unless I instruct my Broker-Dealer differently. Pershing LLC is further authorized to rely on instructions that I give to my financial organization regarding my sweep elections. I agree, that my sweep option may be changed, including changes between money market funds and bank deposit products, with prior notification to me.
  4. SUCCESSORS  
This agreement and its provisions shall be continuous, and shall inure to the benefit of your present organization, and any successor organization or assigns, and shall be binding upon me and/or the estate, executors, administrators, and assigns of my account.
  5. AGE  
I, if an individual, represent that I am of full age.
  6. INTEREST IN ACCOUNT  
No one except me has an interest in any of my accounts with you unless such interest is revealed in the title of such account, and in any case, I have the interest indicated in such title.
  7. ORDERS AND STATEMENTS  
Reports of the execution of orders and statements of my account shall be conclusive if not objected to in writing, the former within two days and the latter within 10 days, after forwarding by you to me by mail or otherwise.
  8. EXTRAORDINARY EVENTS  
You shall not be liable for loss or delay caused directly or indirectly by war, natural disasters, government restrictions, exchange, or market rulings, or other conditions beyond your control.

1. FEES AND CHARGES

I agree to the fees and charges on the fee schedule received by me. You may change the fee schedule from time to time.

2. ADDRESS

Communications may be sent to me at my current address which is on file at your office, or at such other address as I may hereafter give you in writing. All communications so sent, whether by mail, electronically, or otherwise, shall be deemed given to me personally, whether actually received or not.

3. RECORDING CONVERSATIONS

I understand and agree that for our mutual protection you may electronically record any of my telephone conversations.

12. ARBITRATION DISCLOSURES

THIS AGREEMENT CONTAINS A PREDISPUTE ARBITRATION CLAUSE. BY SIGNING AN ARBITRATION AGREEMENT THE PARTIES AGREE AS FOLLOWS:

- ALL PARTIES TO THIS AGREEMENT ARE GIVING UP THE RIGHT TO SUE EACH OTHER IN COURT, INCLUDING THE RIGHT TO A TRIAL BY JURY, EXCEPT AS PROVIDED BY THE RULES OF THE ARBITRATION FORUM IN WHICH A CLAIM IS FILED.
- ARBITRATION AWARDS ARE GENERALLY FINAL AND BINDING; A PARTY'S ABILITY TO HAVE A COURT REVERSE OR MODIFY AN ARBITRATION AWARD IS VERY LIMITED.
- THE ABILITY OF THE PARTIES TO OBTAIN DOCUMENTS, WITNESS STATEMENTS, AND OTHER DISCOVERY IS GENERALLY MORE LIMITED IN ARBITRATION THAN IN COURT PROCEEDINGS.
- THE ARBITRATORS DO NOT HAVE TO EXPLAIN THE REASON(S) FOR THEIR AWARD, UNLESS, IN AN ELIGIBLE CASE, A JOINT REQUEST FOR AN EXPLAINED DECISION HAS BEEN SUBMITTED BY ALL PARTIES TO THE PANEL AT LEAST 20 DAYS PRIOR TO THE FIRST SCHEDULED HEARING DATE.

- THE PANEL OF ARBITRATORS WILL TYPICALLY INCLUDE A MINORITY OF ARBITRATORS WHO WERE OR ARE AFFILIATED WITH THE SECURITIES INDUSTRY.
- THE RULES OF SOME ARBITRATION FORUMS MAY IMPOSE TIME LIMITS FOR BRINGING A CLAIM IN ARBITRATION. IN SOME CASES, A CLAIM THAT IS INELIGIBLE FOR ARBITRATION MAY BE BROUGHT IN COURT.
- THE RULES OF THE ARBITRATION FORUM IN WHICH THE CLAIM IS FILED, AND ANY AMENDMENTS THERETO, SHALL BE INCORPORATED INTO THIS AGREEMENT.

13. ARBITRATION AGREEMENT

ANY CONTROVERSY BETWEEN YOU OR PERSHING (SATURNA'S CLEARING BROKER) AND SATURNA BROKERAGE SERVICES SHALL BE SUBMITTED TO ARBITRATION BEFORE AND ONLY BEFORE THE FINANCIAL INDUSTRY REGULATORY AUTHORITY. NO PERSON SHALL BRING A PUTATIVE OR CERTIFIED CLASS ACTION TO ARBITRATION, NOR SEEK TO ENFORCE ANY PREDISPUTE ARBITRATION AGREEMENT AGAINST ANY PERSON WHO HAS INITIATED IN COURT A PUTATIVE CLASS ACTION; OR WHO IS A MEMBER OF A PUTATIVE CLASS WHO HAS NOT OPTED OUT OF THE CLASS WITH RESPECT TO ANY CLAIMS ENCOMPASSED BY THE PUTATIVE CLASS ACTION UNTIL; (I) THE CLASS CERTIFICATION IS DENIED; (II) THE CLASS IS DECERTIFIED; OR (III) THE CUSTOMER IS EXCLUDED FROM THE CLASS BY THE COURT. SUCH FORBEARANCE TO ENFORCE AN AGREEMENT TO ARBITRATE SHALL NOT CONSTITUTE A WAIVER OF ANY RIGHTS UNDER THIS AGREEMENT EXCEPT TO THE EXTENT STATED HEREIN. THE LAWS OF THE STATE OF WASHINGTON GOVERN.

Primary Owner or Custodian

Print Name

Date (MM-DD-YYYY):

Signature

Please note: Saturna cannot accept digital signatures.

For Broker-Dealer Use Only

Investment Professional Printed Name

Date (MM-DD-YYYY):

Signature

Principal Printed Name

Date (MM-DD-YYYY):

Signature

# Savings Incentive Match Plan for Employees of Small Employers (SIMPLE)— for Use With a Designated Financial Institution

establishes the following SIMPLE

Name of Employer \_\_\_\_\_

IRA plan under section 408(p) of the Internal Revenue Code and pursuant to the instructions contained in this form.

**Article I—Employee Eligibility Requirements** (complete applicable box(es) and blanks—see instructions)

- 1 General Eligibility Requirements.** The Employer agrees to permit salary reduction contributions to be made in each calendar year to the SIMPLE individual retirement account or annuity established at the designated financial institution (SIMPLE IRA) for each employee who meets the following requirements (select either 1a or 1b):
- a**  **Full Eligibility.** All employees are eligible.
- 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 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.
- 2 Excludable Employees**
- The Employer elects to exclude employees covered under a collective bargaining agreement for which retirement benefits were the subject of good faith bargaining. **Note:** *This box is deemed checked if the Employer maintains a qualified plan covering only such employees.*

**Article II—Salary Reduction Agreements** (complete the box and blank, if applicable—see instructions)

- 1 Salary Reduction Election.** An eligible employee may make an election to have his or her compensation for each pay period reduced. The total amount of the reduction in the employee's compensation for a calendar year cannot exceed the applicable amount for that year. See instructions.
- 2 Timing of Salary Reduction Elections**
- a** For a calendar year, an eligible employee 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 the employee becomes eligible to make salary reduction contributions, the period during which the employee may make or modify the election is a 60-day period that includes either the date the employee becomes eligible or the day before.
- b** In addition to the election periods in 2a, eligible employees may make salary reduction elections or modify prior elections \_\_\_\_\_. If the Employer chooses this option, insert a period or periods (e.g., semi-annually, quarterly, monthly, or daily) that will apply uniformly to all eligible employees.
- c** No salary reduction election may apply to compensation that an employee received, or had a right to immediately receive, before execution of the salary reduction election.
- d** An employee may terminate a salary reduction election at any time during the calendar year.  If this box is checked, an employee who terminates a salary reduction election not in accordance with 2b may not resume salary reduction contributions during the calendar year.

**Article III—Contributions** (complete the blank, if applicable—see instructions)

- 1 Salary Reduction Contributions.** The amount by which the employee agrees to reduce his or her compensation will be contributed by the Employer to the employee's SIMPLE IRA.
- 2a Matching Contributions**
- (i)** For each calendar year, the Employer will contribute a matching contribution to each eligible employee's SIMPLE IRA equal to the employee's salary reduction contributions up to a limit of 3% of the employee's compensation for the calendar year.
- (ii)** The Employer may reduce the 3% limit for the calendar year in (i) only if:
- (1)** The limit is not reduced below 1%; **(2)** The limit is not reduced for more than 2 calendar years during the 5-year period ending with the calendar year the reduction is effective; and **(3)** Each employee is notified of the reduced limit within a reasonable period of time before the employees' 60-day election period for the calendar year (described in Article II, item 2a).
- b Nonelective Contributions**
- (i)** For any calendar year, instead of making matching contributions, the Employer may make nonelective contributions equal to 2% of compensation for the calendar year to the SIMPLE IRA of each eligible employee who has at least \$ \_\_\_\_\_ (not more than \$5,000) in compensation for the calendar year. No more than \$250,000\* in compensation can be taken into account in determining the nonelective contribution for each eligible employee.
- (ii)** For any calendar year, the Employer may make 2% nonelective contributions instead of matching contributions only if:
- (1)** Each eligible employee is notified that a 2% nonelective contribution will be made instead of a matching contribution; and
- (2)** This notification is provided within a reasonable period of time before the employees' 60-day election period for the calendar year (described in Article II, item 2a).
- 3 Time and Manner of Contributions**
- a** The Employer will make the salary reduction contributions (described in 1 above) to the designated financial institution for the IRAs established under this SIMPLE IRA plan no later than 30 days after the end of the month in which the money is withheld from the employee's pay. See instructions.
- b** The Employer will make the matching or nonelective contributions (described in 2a and 2b above) to the designated financial institution for the IRAs established under this SIMPLE IRA plan no later than the due date for filing the Employer's tax return, including extensions, for the taxable year that includes the last day of the calendar year for which the contributions are made.

\* This is the amount for 2012. For later years, the limit may be increased for cost-of-living adjustments. The IRS announces the increase, if any, in a news release, in the Internal Revenue Bulletin, and on the IRS's internet website at [IRS.gov](http://IRS.gov).

**Article IV – Other Requirements and Provisions**

- 1 **Contributions in General.** The Employer will make no contributions to the SIMPLE IRAs other than salary reduction contributions (described in Article III, item 1) and matching or nonelective contributions (described in Article III, items 2a and 2b).
- 2 **Vesting Requirements.** All contributions made under this SIMPLE IRA plan are fully vested and nonforfeitable.
- 3 **No Withdrawal Restrictions.** The Employer may not require the employee to retain any portion of the contributions in his or her SIMPLE IRA or otherwise impose any withdrawal restrictions.
- 4 **No Cost Or Penalty For Transfers.** The Employer will not impose any cost or penalty on a participant for the transfer of the participant’s SIMPLE IRA balance to another IRA.
- 5 **Amendments To This SIMPLE IRA Plan.** This SIMPLE IRA plan may not be amended except to modify the entries inserted in the blanks or boxes provided in Articles I, II, III, VI, and VII.
- 6 **Effects Of Withdrawals and Rollovers**
  - a An amount withdrawn from the SIMPLE IRA is generally includible in gross income. However, a SIMPLE IRA balance may be rolled over or transferred on a tax-free basis to another IRA designed solely to hold funds under a SIMPLE IRA plan. In addition, an individual may roll over or transfer his or her SIMPLE IRA balance to any IRA or eligible retirement plan after a 2-year period has expired since the individual first participated in any SIMPLE IRA plan of the Employer. Any rollover or transfer must comply with the requirements of section 408.
  - b If an individual withdraws an amount from a SIMPLE IRA during the 2-year period beginning when the individual first participated in any SIMPLE IRA plan of the Employer and the amount is subject to the additional tax on early distributions under section 72(t), this additional tax is increased from 10% to 25%.

**Article V – Definitions**

- 1 **Compensation**
  - a **General Definition of Compensation.** Compensation means the sum of wages, tips, and other compensation from the Employer subject to federal income tax withholding (as described in section 6051(a)(3)), the amounts paid for domestic service in a private home, local college club, or local chapter of a college fraternity or sorority, and the employee’s salary reduction contributions made under this plan, and, if applicable, elective deferrals under a section 401(k) plan, a SARSEP, or a section 403(b) annuity contract and compensation deferred under a section 457 plan required to be reported by the Employer on Form W-2 (as described in section 6051(a)(8)).
  - b **Compensation for Self-Employed Individuals.** For self-employed individuals, compensation means the net earnings from self-employment determined under section 1402(a), without regard to section 1402(c)(6), prior to subtracting any contributions made pursuant to this plan on behalf of the individual.
- 2 **Employee.** Employee means a common-law employee of the Employer. The term employee also includes a self-employed individual and a leased employee described in section 414(n) but does not include a nonresident alien who received no earned income from the Employer that constitutes income from sources within the United States.
- 3 **Eligible Employee.** An eligible employee means an employee who satisfies the conditions in Article I, item 1 and is not excluded under Article I, item 2.
- 4 **Designated Financial Institution.** A designated financial institution is a trustee, custodian, or insurance company (that issues annuity contracts) for the SIMPLE IRA plan that receives all contributions made pursuant to the SIMPLE IRA plan and deposits those contributions to the SIMPLE IRA of each eligible employee.

**Article VI – Procedures for Withdrawals and Transfers** *(The designated financial institution will provide the instructions (to be attached or inserted in the space below) on the procedures for withdrawals of contributions by employees.)*

**Article VII – Effective Date**

This SIMPLE IRA plan is effective \_\_\_\_\_ . See instructions.

\* \* \* \* \*

\_\_\_\_\_  
Name of Employer

\_\_\_\_\_  
By: Signature Date

\_\_\_\_\_  
Address of Employer

\_\_\_\_\_  
Name and title

The undersigned agrees to serve as designated financial institution, receiving all contributions made pursuant to this SIMPLE IRA plan and depositing those contributions to the SIMPLE IRA of each eligible employee as soon as practicable. Upon the request of any participant, the undersigned also agrees to transfer the participant’s balance in a SIMPLE IRA established under this SIMPLE IRA plan to another IRA without cost or penalty to the participant.

\_\_\_\_\_  
Name of designated financial institution

\_\_\_\_\_  
By: Signature Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
Name and title



## Model Notification to Eligible Employees

### I. Opportunity to Participate in the SIMPLE IRA Plan

You are eligible to make salary reduction contributions to the \_\_\_\_\_ SIMPLE IRA plan. This notice and the attached summary description provide you with information that you should consider before you decide whether to start, continue, or change your salary reduction agreement.

### II. Employer Contribution Election

For the \_\_\_\_\_ calendar year, the Employer elects to contribute to your SIMPLE IRA (*employer must select either (1), (2), or (3)*):

- (1)** A matching contribution equal to your salary reduction contributions up to a limit of 3% of your compensation for the year;
- (2)** A matching contribution equal to your salary reduction contributions up to a limit of \_\_\_\_\_% (*employer must insert a number from 1 to 3 and is subject to certain restrictions*) of your compensation for the year; or
- (3)** A nonelective contribution equal to 2% of your compensation for the year (limited to compensation of \$250,000\*) if you are an employee who makes at least \$ \_\_\_\_\_ (*employer must insert an amount that is \$5,000 or less*) in compensation for the year.

### III. Administrative Procedures

To start or change your salary reduction contributions, you must complete the salary reduction agreement and return it to \_\_\_\_\_ (*employer should designate a place or individual*) by \_\_\_\_\_ (*employer should insert a date that is not less than 60 days after notice is given*).

## Model Salary Reduction Agreement

### I. Salary Reduction Election

Subject to the requirements of the SIMPLE IRA plan of \_\_\_\_\_ (*name of employer*) I authorize \_\_\_\_\_% or \$ \_\_\_\_\_ (which equals \_\_\_\_\_% of my current rate of pay) to be withheld from my pay for each pay period and contributed to my SIMPLE IRA as a salary reduction contribution.

### II. Maximum Salary Reduction

I understand that the total amount of my salary reduction contributions in any calendar year cannot exceed the applicable amount for that year. See instructions.

### III. Date Salary Reduction Begins

I understand that my salary reduction contributions will start as soon as permitted under the SIMPLE IRA plan and as soon as administratively feasible or, if later, \_\_\_\_\_. (*Fill in the date you want the salary reduction contributions to begin. The date must be after you sign this agreement.*)

### IV. Duration of Election

This salary reduction agreement replaces any earlier agreement and will remain in effect as long as I remain an eligible employee under the SIMPLE IRA plan or until I provide my Employer with a request to end my salary reduction contributions or provide a new salary reduction agreement as permitted under this SIMPLE IRA plan.

Signature of employee \_\_\_\_\_ Date \_\_\_\_\_

\* This is the amount for 2012. For later years, the limit may be increased for cost-of-living adjustments. The IRS announces the increase, if any, in a news release, in the Internal Revenue Bulletin, and on the IRS website at [IRS.gov](http://IRS.gov).

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

### Purpose of Form

Form 5305-SIMPLE is a model Savings Incentive Match Plan for Employees of Small Employers (SIMPLE) plan document that an employer may use in combination with SIMPLE IRAs to establish a SIMPLE IRA plan described in section 408(p).

These instructions are designed to assist in the establishment and administration of the SIMPLE IRA plan. They are not intended to supersede any provision in the SIMPLE IRA plan.

Do not file Form 5305-SIMPLE with the IRS. Instead, keep it with your records.

For more information, see Pub. 560, Retirement Plans for Small Business (SEP, SIMPLE, and Qualified Plans), and Pub. 590, Individual Retirement Arrangements (IRAs).

**Note.** If you used the March 2002, August 2005, or September 2008 version of Form 5305-SIMPLE to establish a model Savings Incentive Match Plan, you are not required to use this version of the form.

## Instructions for the Employer

### Which Employers May Establish and Maintain a SIMPLE IRA Plan?

To establish and maintain a SIMPLE IRA plan, you must meet both of the following requirements:

1. Last calendar year, you had no more than 100 employees (including self-employed individuals) who earned \$5,000 or more in compensation from you during the year. If you have a SIMPLE IRA plan but later exceed this 100-employee limit, you will be treated as meeting the limit for the 2 years following the calendar year in which you last satisfied the limit.

2. You do not maintain during any part of the calendar year another qualified plan with respect to which contributions are made, or benefits are accrued, for service in the calendar year. For this purpose, a qualified plan (defined in section 219(g)(5)) includes a qualified pension plan, a profit-sharing plan, a stock bonus plan, a qualified annuity plan, a tax-sheltered annuity plan, and a simplified employee pension (SEP) plan. A qualified plan that only covers employees covered under a collective bargaining agreement for which retirement benefits were the subject of good faith bargaining is disregarded if

these employees are excluded from participating in the SIMPLE IRA plan.

If the failure to continue to satisfy the 100-employee limit or the one-plan rule described in 1 or 2 above is due to an acquisition or similar transaction involving your business, special rules apply. Consult your tax advisor to find out if you can still maintain the plan after the transaction.

Certain related employers (trades or businesses under common control) must be treated as a single employer for purposes of the SIMPLE requirements. These are:

- (1) a controlled group of corporations under section 414(b);
- (2) a partnership or sole proprietorship under common control under section 414(c); or
- (3) an affiliated service group under section 414(m). In addition, if you have leased employees required to be treated as your own employees under the rules of section 414(n), then you must count all such leased employees for the requirements listed above.

### What Is a SIMPLE IRA Plan?

A SIMPLE IRA plan is a written arrangement that provides you and your employees with an easy way to make contributions to provide retirement income for your employees. Under a SIMPLE IRA plan, employees may choose whether to make salary reduction contributions to the SIMPLE IRA plan rather than receiving these amounts as part of their regular compensation. In addition, you will contribute matching or nonelective contributions on behalf of eligible employees (see *Employee Eligibility Requirements* below and *Contributions* later). All contributions under this plan will be deposited into a SIMPLE individual retirement account or annuity established for each eligible employee with the designated financial institution named in Article VII.

### When To Use Form 5305-SIMPLE

A SIMPLE IRA plan may be established by using this Model Form or any other document that satisfies the statutory requirements.

Do not use Form 5305-SIMPLE if:

1. You want to permit each of your eligible employees to choose a financial institution that will initially receive contributions. Instead, use Form 5304-SIMPLE, Savings Incentive Match Plan for Employees of Small Employers (SIMPLE)—Not for Use With a Designated Financial Institution;
2. You want employees who are nonresident aliens receiving no earned

income from you that is income from sources within the United States to be eligible under this plan; or

3. You want to establish a SIMPLE 401(k) plan.

### Completing Form 5305-SIMPLE

Pages 1 and 2 of Form 5305-SIMPLE contain the operative provisions of your SIMPLE IRA plan. This SIMPLE IRA plan is considered adopted when you have completed all appropriate boxes and blanks and it has been executed by you and the designated financial institution.

The SIMPLE IRA plan is a legal document with important tax consequences for you and your employees. You may want to consult with your attorney or tax advisor before adopting this plan.

### Employee Eligibility Requirements (Article I)

Each year for which this SIMPLE IRA plan is effective, you must permit salary reduction contributions to be made by all of your employees who are reasonably expected to receive at least \$5,000 in compensation from you during the year, and who received at least \$5,000 in compensation from you in any 2 preceding years. However, you can expand the group of employees who are eligible to participate in the SIMPLE IRA plan by completing the options provided in Article I, items 1a and 1b. To choose full eligibility, check the box in Article I, item 1a. Alternatively, to choose limited eligibility, check the box in Article I, item 1b, and then insert "\$5,000" or a lower compensation amount (including zero) and "2" or a lower number of years of service in the blanks in (i) and (ii) of Article I, item 1b.

In addition, you can exclude from participation those employees covered under a collective bargaining agreement for which retirement benefits were the subject of good faith bargaining. You may do this by checking the box in Article I, item 2. Under certain circumstances, these employees must be excluded. See *Which Employers May Establish and Maintain a SIMPLE IRA Plan?* earlier.

### Salary Reduction Agreements (Article II)

As indicated in Article II, item 1, a salary reduction agreement permits an eligible employee to make an election to have his or her compensation for each pay period reduced by a percentage (expressed as a percentage or dollar amount). The total amount of the reduction in the employee's compensation cannot exceed the

applicable amount for any calendar year. The applicable amount is \$11,500 for 2012. After 2012, the \$11,500 amount may be increased for cost-of-living adjustments. In the case of an eligible employee who is 50 or older by the end of the calendar year, the above limitation is increased by \$2,500 for 2012. After 2012, the \$2,500 amount may be increased for cost-of-living adjustments.

### Timing of Salary Reduction Elections

For a calendar year, an eligible employee 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 the employee becomes eligible to make salary reduction contributions, the period during which the employee may make or modify the election is a 60-day period that includes either the date the employee becomes eligible or the day before.

You can extend the 60-day election periods to provide additional opportunities for eligible employees to make or modify salary reduction elections using the blank in Article II, item 2b. For example, you can provide that eligible employees may make new salary reduction elections or modify prior elections for any calendar quarter during the 30 days before that quarter.

You may use the *Model Salary Reduction Agreement* on page 3 to enable eligible employees to make or modify salary reduction elections.

Employees must be permitted to terminate their salary reduction elections at any time. They may resume salary reduction contributions for the year if permitted under Article II, item 2b. However, by checking the box in Article II, item 2d, you may prohibit an employee who terminates a salary reduction election outside the normal election cycle from resuming salary reduction contributions during the remainder of the calendar year.

### Contributions (Article III)

Only contributions described below may be made to this SIMPLE IRA plan. No additional contributions may be made.

#### Salary Reduction Contributions

As indicated in Article III, item 1, salary reduction contributions consist of the amount by which the employee agrees to reduce his or her compensation. You must contribute the salary reduction contributions to the designated financial institution for the employee's SIMPLE IRA.

### Matching Contributions

In general, you must contribute a matching contribution to each eligible employee's SIMPLE IRA equal to the employee's salary reduction contributions. This matching contribution cannot exceed 3% of the employee's compensation. See *Definition of Compensation* later.

You may reduce this 3% limit to a lower percentage, but not lower than 1%. You cannot lower the 3% limit for more than 2 calendar years out of the 5-year period ending with the calendar year the reduction is effective.

**Note.** If any year in the 5-year period described above is a year before you first established any SIMPLE IRA plan, you will be treated as making a 3% matching contribution for that year for purposes of determining when you may reduce the employer matching contribution.

To elect this option, you must notify the employees of the reduced limit within a reasonable period of time before the applicable 60-day election periods for the year. See *Timing of Salary Reduction Elections* earlier.

### Nonelective Contributions

Instead of making a matching contribution, you may, for any year, make a nonelective contribution equal to 2% of compensation for each eligible employee who has at least \$5,000 in compensation for the year. Nonelective contributions may not be based on more than \$250,000\* of compensation.

To elect to make nonelective contributions, you must notify employees within a reasonable period of time before the applicable 60-day election periods for such year. See *Timing of Salary Reduction Elections* earlier.

**Note.** Insert "\$5,000" in Article III, item 2b(i) to impose the \$5,000 compensation requirement. You may expand the group of employees who are eligible for nonelective contributions by inserting a compensation amount lower than \$5,000.

### Effective Date (Article VII)

Insert in Article VII the date you want the provisions of the SIMPLE IRA plan to become effective. You must insert January 1 of the applicable year unless this is the first year for which you are adopting any SIMPLE IRA plan. If this is the first year for which you are adopting a SIMPLE IRA plan, you may insert any date between January 1 and October 1, inclusive of the applicable year.

## Additional Information

### Timing of Salary Reduction Contributions

The employer must make the salary reduction contributions to the designated financial institution for the SIMPLE IRAs of all eligible employees no later than the 30th day of the month following the month in which the amounts would otherwise have been payable to the employee in cash.

The Department of Labor has indicated that most SIMPLE IRA plans are also subject to Title I of the Employee Retirement Income Security Act of 1974 (ERISA). Under Department of Labor regulations, at 29 CFR 2510.3-102, salary reduction contributions must be made to the SIMPLE IRA at the designated financial institution as of the earliest date on which those contributions can reasonably be segregated from the employer's general assets, but in no event later than the 30-day deadline described previously.

### Definition of Compensation

"Compensation" means the amount described in section 6051(a)(3) (wages, tips, and other compensation from the employer subject to federal income tax withholding under section 3401(a)), and amounts paid for domestic service in a private home, local college club, or local chapter of a college fraternity or sorority. Usually, this is the amount shown in box 1 of Form W-2, Wage and Tax Statement. For further information, see Pub. 15, Circular E, Employer's Tax Guide. Compensation also includes the salary reduction contributions made under this plan, and, if applicable, compensation deferred under a section 457 plan. In determining an employee's compensation for prior years, the employee's elective deferrals under a section 401(k) plan, a SARSEP, or a section 403(b) annuity contract are also included in the employee's compensation.

For self-employed individuals, compensation means the net earnings from self-employment determined under section 1402(a), without regard to section 1402(c)(6), prior to subtracting any contributions made pursuant to this SIMPLE IRA plan on behalf of the individual.

\* This is the amount for 2012. For later years, the limit may be increased for cost-of-living adjustments. The IRS announces the increase, if any, in a news release, in the Internal Revenue Bulletin, and on the IRS's website at [IRS.gov](http://IRS.gov).

## Employee Notification

You must notify eligible employees prior to the employees' 60-day election period described previously that they can make or change salary reduction elections. In this notification, you must indicate whether you will provide:

1. A matching contribution equal to your employees' salary reduction contributions up to a limit of 3% of their compensation;
2. A matching contribution equal to your employees' salary reduction contributions subject to a percentage limit that is between 1 and 3% of their compensation; or
3. A nonelective contribution equal to 2% of your employees' compensation.

You can use the *Model Notification to Eligible Employees* to satisfy these employee notification requirements for this SIMPLE IRA plan. A Summary Description must also be provided to eligible employees at this time. This summary description requirement may be satisfied by providing a completed copy of pages 1 and 2 of Form 5305-SIMPLE (including the Article VI Procedures for Withdrawals and Transfers from the SIMPLE IRAs established under this SIMPLE IRA plan).

If you fail to provide the employee notification (including the summary description) described above, you will be liable for a penalty of \$50 per day until the notification is provided. If you can show that the failure was due to reasonable cause, the penalty will not be imposed.

## Reporting Requirements

You are not required to file any annual information returns for your SIMPLE IRA plan, such as Form 5500, Annual Return/Report of Employee Benefit Plan or Form 5500-EZ, Annual Return of One-Participant (Owners and Their Spouses) Retirement Plan. However, you must report to the IRS which eligible employees are active participants in the SIMPLE IRA plan and the amount of your employees' salary reduction contributions to the SIMPLE IRA plan on Form W-2. These contributions are subject to social security, Medicare, railroad retirement, and federal unemployment tax.

## Deducting Contributions

Contributions to this SIMPLE IRA plan are deductible in your tax year containing the end of the calendar year for which the contributions are made.

Contributions will be treated as made for a particular tax year if they are made for that year and are made by the due date (including extensions) of your income tax return for that year.

## Choosing the Designated Financial Institution

As indicated in Article V, item 4, a designated financial institution is a trustee, custodian, or insurance company (that issues annuity contracts) for the SIMPLE IRA plan that would receive all contributions made pursuant to the SIMPLE IRA plan and deposit the contributions to the SIMPLE IRA of each eligible employee.

Only certain financial institutions, such as banks, savings and loan associations, insured credit unions, insurance companies (that issue annuity contracts), or IRS-approved nonbank trustees may serve as a designated financial institution under a SIMPLE IRA plan.

You are not required to choose a designated financial institution for your SIMPLE IRA plan. However, if you do not want to choose a designated financial institution, you cannot use this form (see *When To Use Form 5305-SIMPLE* earlier).

## Instructions for the Designated Financial Institution

### Completing Form 5305-SIMPLE

By completing Article VII, you have agreed to be the designated financial institution for this SIMPLE IRA plan. You agree to maintain IRAs on behalf of all individuals receiving contributions under the plan and to receive all contributions made pursuant to this plan and to deposit those contributions to the SIMPLE IRAs of each eligible employee as soon as practicable. You also agree that upon the request of a participant, you will transfer the participant's balance in a SIMPLE IRA to another IRA without cost or penalty to the participant.

### Summary Description

Each year the SIMPLE IRA plan is in effect, you must provide the employer the information described in section 408(l)(2)(B). This requirement may be satisfied by providing the employer a current copy of Form 5305-SIMPLE (including instructions) together with your

procedures for withdrawals and transfers from the SIMPLE IRAs established under this SIMPLE IRA plan. The summary description must be received by the employer in sufficient time to comply with the *Employee Notification* requirements on this page.

If you fail to provide the summary description described above, you will be liable for a penalty of \$50 per day until the notification is provided. If you can show that the failure was due to reasonable cause, the penalty will not be imposed.

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**Paperwork Reduction Act Notice.** You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete this form will vary depending on individual circumstances. The estimated average time is:

- Recordkeeping** . . . . . 3 hr., 38 min.
- Learning about the law or the form** . . . . . 2 hr., 26 min.
- Preparing the form** . . . . . 47 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making this form simpler, we would be happy to hear from you. You can write to the Internal Revenue Service, Tax Products Coordinating Committee, SE:W:CAR:MP:T:M:S, 1111 Constitution Ave. NW, IR-6526, Washington, DC 20224. Do not send this form to this address. Instead, keep it for your records.