

## GIGA, INC. 401(K) PROFIT SHARING PLAN

## SALARY DEFERRAL AGREEMENT

## Participant Information

Name \_\_\_\_\_

Address \_\_\_\_\_

Last 4 digits of Social Security Number \_\_\_\_\_

Check one: ☐ New Agreement ☐ Change

## 1. Plan provisions

You are permitted to defer a portion of your compensation to the Plan.

This agreement remains in effect until you revoke or modify it unless your salary deferrals are automatically suspended under the terms of the Plan. Modifications to the agreement are permitted four times each year, prior to the first day of each Plan Year quarter. You are also permitted to revoke your agreement at any time during the Plan Year.

The Plan permits you to defer your compensation up to the maximum amount allowed by law.

Your election to defer will also apply to irregular pay (e.g., bonuses).

The law imposes a dollar limit on the amount you may defer in any calendar year. This amount may be adjusted annually to reflect cost-of-living increases announced by the IRS. Any questions regarding this election should be directed to the Administrator. The Plan also permits you to make "catch-up" contributions if you are, or will be, at least age 50 during a calendar year. These are additional amounts that you may defer, up to an annual limit imposed by law, regardless of any other limits imposed by the Plan.

## 2. Deferral election

This agreement is effective upon acceptance by the Administrator. However, deferrals will be made as soon as practicable following the acceptance of this agreement by the Administrator. In accordance with the terms of the Plan and this agreement, I hereby authorize the Employer to withhold from compensation (and treat as my deferrals) the following amount:

- ☐ \_\_\_\_\_% of my compensation (proportionately from each pay period).
- ☐ \$\_\_\_\_\_ ☐ per pay period OR ☐ per year (proportionately from each pay period).
- ☐ Zero. I hereby elect:
1. ☐ not to defer any of my compensation under the Plan.
  2. ☐ to terminate my prior salary deferral agreement.
- ☐ Catch-up contributions. Additional "catch-up contributions":
- \$\_\_\_\_\_ ☐ per pay period OR ☐ per year (proportionately from each pay period).

3. **Duty to review pay records.** I understand I have a duty to review my pay records (pay stub, direct deposit receipt, etc.) to confirm the Employer has properly implemented my salary deferral election. Furthermore, I have a duty to inform the Administrator if I discover any discrepancy between my pay records and this salary deferral agreement. I understand the Administrator will treat my failure to report any withholding errors for any payroll to which my salary deferral agreement applies, by the cut-off date for the next following payroll, as my affirmative election to defer the amount actually withheld (including zero). However, I thereafter may modify my deferral election prospectively, consistent with the Plan terms.

## 4. Acknowledgement/Authorization

Date of execution: \_\_\_\_\_

\_\_\_\_\_  
Signature of Administrator\_\_\_\_\_  
Signature of Participant